



ANNO SEXTO & SEPTIMO

# VICTORIÆ REGINÆ.

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## Cap. lxxiv.

An Act for making a Branch Railway from the *London and Birmingham Railway* to *Northampton* and *Peterborough*. [4th July 1843.]

**W**HEREAS an Act was passed in the Third Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from London to Birmingham*: And whereas another Act was passed in the Fifth and Sixth Years of the Reign of His said Majesty, intituled *An Act to enable the London and Birmingham Railway Company to extend and alter the Line of such Railway, and for other Purposes relating thereto*: And whereas another Act was passed in the First Year of the Reign of Her present Majesty, intituled *An Act to amend the Acts relating to the London and Birmingham Railway*: And whereas another Act was passed in the Second Year of the Reign of Her said present Majesty, intituled *An Act to enable the London and Birmingham Railway Company to raise a further Sum of Money*: And whereas the Formation of a Branch Railway from the Main Line of the *London and Birmingham Railway* near *Blisworth* to the Town of *Northampton*, and from thence to the City of *Peterborough*, would be of great public Advantage, by opening an additional, certain, and expeditious Means of Communication between those Places and the Metropolis, and by facilitating Communication  
 [Local.] 21 B between

3 & 4 W. 4.  
 c. 36.  
 5 & 6 W. 4.  
 c. 56.  
 7 W. 4. &  
 1 Vict. c. 64.  
 2 & 3 Vict.  
 c. 39.

Power to  
make the  
Railway.

between more distant Towns and Places : And whereas the *London and Birmingham* Railway Company, incorporated by the firstly-mentioned Act, are willing to make such Branch Railway, if authorized and empowered by Parliament so to do : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That, subject to the Provisions herein-after contained, it shall be lawful for the said Company to make and maintain a Railway, with all proper Works and Conveniences connected therewith, according to the Plans and Sections herein-after mentioned, commencing by a Junction with the *London and Birmingham* Railway at or near the Point where the said last-mentioned Railway crosses the Grand Junction Canal in the Parish of *Blisworth* in the County of *Northampton*, passing in or through the several Parishes, Townships, Liberties, and extra-parochial or other Places of *Blisworth*, *Thorpe* otherwise *Rothersthorpe*, *Middleton* otherwise *Milton Malsor*, *Wootton*, *Hardingstone*, *Saint Giles Northampton*, *Great Houghton*, *Little Houghton*, *Brayfield* otherwise *Brayfield-on-the-Green*, *Cooknoe* otherwise *Cogenhoe*, *Whiston*, *Castle Ashby*, *Earl's Barton*, *Doddington*, *Woollaston*, *Wellingborough*, *Irthlingborough*, *Irchester*, *Rushden*, *Higham Ferrers*, *Chelveston*, *Caldecot* otherwise *Chelveston-cum-Caldecot*, *Stanwick*, *Raunds*, *Great Addington*, *Ringstead*, *Woodford*, *Denford*, *Thrapston*, *Islip*, *Titchmarsh*, *Achurch*, *Thorpe Achurch* otherwise *Thorpe Waterville*, *Wigsthorpe*, *Lilford*, *Barnwell All Saints*, *Barnwell Saint Andrew*, *Oundle*, *Ashton*, *Elmington*, *Tansor*, *Fotheringhay*, *Warmington*, *Elton*, and *Nassington*, or some of them, in the County of *Northampton* ; *Sutton*, *Castor*, and *Ailsworth*, or some or One of them, in the Liberty of *Peterborough* in the same County ; *Elton*, *Stibbington*, *Sibson* otherwise *Sibson-cum-Stibbington*, *Atwalton*, *Overton Waterville*, *Overton Longville*, *Woodstone*, and *Fletton*, or some of them, in the County of *Huntingdon* ; and terminating near the City of *Peterborough* in or near a Field in the said Parish of *Fletton* adjoining the Turnpike Road from *Peterborough* to *Stilton* ; and for such Purpose to enter upon, take, and use such of the Lands delineated on the said Plans, and referred to in the Books of Reference deposited therewith, and herein-after mentioned, as shall be necessary for making the said Railway and Works ; and such Railway when made shall be Part of the Undertaking of the *London and Birmingham* Railway, and as such subject to the Provisions of the several Acts relating thereto, except so far as such Provisions may be hereby altered, or the Objects thereof otherwise provided for.

Railway to  
be Part of  
the Under-  
taking of the  
*London and  
Birmingham  
Railway*.

Defining Line  
to be adopted  
between  
*Oundle* and  
*Fothering-  
hay*.

II. And whereas Two alternative Lines of Railway are laid down on the Plans herein-before referred to, between the Parish of *Oundle* and the Parish of *Fotheringhay*, one of such Lines passing in or through the Parishes of *Oundle*, *Glaphorne*, *Cotterstock*, *Southwick*, and *Fotheringhay*, and the other passing in or through the Parishes and Hamlets of *Oundle*, *Ashton*, *Elmington*, *Tansor*, *Warmington*, *Elton*, and *Fotheringhay* ; be it enacted, That the last-mentioned of the said Lines shall be the Line to be adopted for the Purposes of the Railway ; and nothing herein contained shall enable the Company  
to

to purchase or take any of the Lands on the said first-mentioned Line which would not be necessary for the Formation of the said Line hereby directed to be adopted.

III. And be it enacted, That all Provisions, Matters, and Things contained in the said recited Acts, or any or either of them, so far as the same are now unrepealed, and except such as are by this Act altered or otherwise provided for, shall extend to this Act, and to the several Purposes and Things hereby authorized to be done, as fully and effectually as if the same Provisions, Matters, and Things were repeated and re-enacted in this Act in reference to such Purposes and Things.

Extending Provisions of former Acts to this Act.

IV. And whereas the estimated Expence of making the said Railway is Five hundred thousand Pounds; be it therefore enacted, That it shall be lawful for the said Company to raise, by creating new Shares in addition to the Capital which they are at present authorized to raise, any Sum of Money not exceeding Five hundred thousand Pounds.

Power to raise 500,000*l.* in Shares.

V. And be it enacted, That the Capital so to be raised by the Creation of new Shares shall be considered as Part of the general Capital of the Company, and shall be subject to the same Provisions in all respects as if it had been Part of the original Capital, except as to the nominal Amount or Value of such Shares, and the proportionate Dividends thereon respectively, and except as to the Amount and Time of Payment of Calls on such new Shares, which the Directors of the said Company shall fix from Time to Time as they think fit.

New Shares to be considered the same as original Shares.

VI. And be it enacted, That the new Shares to be created for raising the said additional Capital shall be offered to the several Shareholders in the said Company, in proportion, as nearly as can be conveniently done, to the Shares held by them respectively at the Time of the Creation of such new Shares; and such Offer shall be made by Letter under the Hand of the Secretary of the Company, given to or sent by Post to each Shareholder, or left at his usual or last Place of Abode, or addressed to his last Address appearing in the Register Book of Shareholders, of which Letter having been so given or sent the Certificate of such Secretary shall be conclusive Evidence, and such new Shares shall vest in and belong to the Shareholders who shall accept the same and pay to the Company the Price at which the same were allotted to them, at the Times and by the Instalments which shall be fixed by the Company; and if any Shareholder fail for One Month after such Offer of such new Shares to accept the same, or to pay any of the Instalments called for in respect thereof, it shall be lawful for the Company to dispose of such Shares to any Party willing to become the Purchaser thereof, for such Sum as the Company can obtain for the same, or otherwise as they shall think proper.

New Shares to be offered to original Shareholders.

VII. Provided always, and be it enacted, That in the event of any of the said Shareholders failing to accept the Proportion of the said

For compelling Payment of Subscriptions.

said Shares which may be offered to them as aforesaid, or to pay the Price at which the same may be allotted to them, then and in such Case the several Parties who have subscribed or may hereafter subscribe towards the Formation of the Railway by this Act authorized shall and they are hereby respectively required, if required so to do by the Directors of the said Company, at any Time within Twelve Months after the passing of this Act, to make good the Deficiency occasioned by such Default in proportion to the Amount of their several Subscriptions; and the Company shall have the same Powers for enforcing the Payment of such Subscriptions as by the said recited Acts, or any of them, or by this Act, they would have for enforcing the Payment of Calls by the Shareholders: Provided always, that the several Subscribers who may be called on to pay and shall pay any Sum of Money under this Enactment shall, in respect of such Sum, be entitled to a Share in the Capital Stock of the said Company of the full Value of the Sum so paid.

Shares may  
be converted  
into Stock.

VIII. And whereas a Bill is now pending in Parliament for enabling the *London and Birmingham* Railway Company to consolidate the Shares of the said Company into a general Capital Stock; be it therefore enacted, That the Provisions of the said Bill, if the same shall pass into a Law in the present Session of Parliament, shall apply to the Capital hereby authorized to be raised in Shares in the same Manner as to the existing Capital in Shares of the said Company.

Power to  
borrow  
Money.

IX. And be it enacted, That after One Half of the Sum by this Act and the said recited Acts authorized to be raised by Shares shall have been paid up, it shall be lawful for the Company to borrow on Mortgage such Sums of Money as shall from Time to Time be authorized to be borrowed by Order of a General Meeting of the Company, not exceeding in the whole, with the Sums authorized to be borrowed as aforesaid, the Sum of One hundred and sixty-three thousand Pounds, and to secure the Repayment of the Money so borrowed, with Interest, by Mortgage of the Undertaking, as by the said recited Acts mentioned, and, if they so think fit, of the future Calls, or any of them, to be made on the Shareholders.

Mortgages  
and Transfers  
to be  
stamped.

X. Provided always, and be it enacted, That every Mortgage, Bond, or other Security for Money, and every Transfer of any Share, Stock, Mortgage, Bond, or other Security to be granted or made by virtue of this or the said recited Acts, shall be by Deed duly stamped, wherein the Consideration for the same shall be truly stated, any thing herein or in the said recited Acts contained to the contrary notwithstanding.

Re-borrow-  
ing.

XI. And be it enacted, That if, after having borrowed any Part of the Money so authorized to be borrowed on Mortgage, the said Company shall pay off the same, it shall be lawful for them again to borrow the Amount so paid off, and so from Time to Time.

Mortgages.

XII. And be it enacted, That every Mortgage for securing Money borrowed by the Company under the Powers of this Act shall be by Deed under the Common Seal of the Company, duly stamped, and  
wherein

wherein the Consideration shall be truly stated ; and every such Mortgage may be according to the Form prescribed by the said first-recited Act, or to the like Effect.

XIII. And be it enacted, That the respective Mortgagees shall be entitled, one with another, to their respective Proportions of the Tolls, Sums, and Premises comprised in such Mortgage according to the respective Sums in such Mortgages mentioned to be advanced by such Mortgagees respectively, and to be repaid the Sums so advanced, with Interest, without any Preference one above another by reason of Priority of the Date of any such Mortgage, or of the Meeting at which the same was authorized, or on any other Account whatsoever. Rights of Mortgagees.

XIV. Provided always, and be it enacted, That all Mortgages already entered into under the Powers of the said recited Acts or either of them shall during the Continuance thereof have Priority over the Security by this Act authorized to be given. Mortgages under former Acts to have Priority.

XV. And be it enacted, That the Interest on any such Mortgage shall not be transferrable except by an Instrument duly stamped. Transfers of Interest to be stamped.

XVI. And be it enacted, That it shall be lawful for the Company, if they think fit, to raise the additional Sum so authorized to be borrowed, or any Part thereof, by creating new Shares of the Company in such Manner as they may think fit, instead of borrowing the same ; or, having borrowed the same, it shall be lawful for them to continue at Interest only a Part of such additional Sum, if they so think fit, and to raise the Remainder thereof, or any Part of the Remainder thereof, by creating new Shares of the Company in manner aforesaid ; but no such Augmentation of Capital shall take place without the Authority of an Order of a General Meeting of the Company, called for the Purpose, previously obtained. Power to convert Loan into Capital.

XVII. And be it enacted, That the Proprietors of any new Shares created under the Powers of this Act shall be entitled to such Number of Votes in respect thereof, at any General or Special General Meeting of the Company, as the nominal Amount represented by such Shares would have entitled them to if they had been possessed of original Shares in the said Undertaking ; and no Proprietor shall be entitled to any Vote in respect of Shares representing less than One hundred Pounds of the Capital Stock of the Company. As to Votes of Proprietors of new Shares.

XVIII. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the Company to agree with the Owners of the Lands which they are hereby authorized to enter into and take for the Purposes of the Railway by this Act authorized, for the absolute Purchase for a Consideration in Money of any such Lands, or such Parts thereof as they shall think proper, and of all subsisting Leases therein, and of all Rent-charges, Annuities, Mortgages, or Incumbrances affecting any such Lands, and all commonable or other Rights to which such Lands may be subject, and all other Estates or Interests in such Lands of what Kind soever. Power to purchase Lands.

[Local.]

Parties under  
Disability  
enabled to  
sell and  
convey.

XIX. And be it enacted, That it shall be lawful for all or any of the following Parties, being seised, possessed of, or entitled to any such Lands, or any such Estate or Interest therein as aforesaid, to sell and dispose of and convey or release the same to the Company, and to enter into all necessary Agreements for that Purpose; (that is to say,) all Corporations, Tenants for Life or in Tail, or for any other partial or qualified Estate or Interest, Married Women seised in their own Right or entitled to Dower, Guardians, Committees of Lunatics and Idiots, Trustees or Feoffees in Trust for charitable or other Purposes, Executors and Administrators; and the Power so to sell and convey as aforesaid may lawfully be exercised by all such Parties, not only on behalf of themselves, and their respective Heirs, Executors, Administrators, and Successors, but also for and on behalf of every Person entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, unborn, or not to be found, and as to such Married Women as if they were sole, and as to such Guardians on behalf of their Wards, and as to such Committees on behalf of the Lunatics and Idiots of whom they are the Committees respectively, and that to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have exercised the same Power if they had respectively been under no Disability, and as to such Trustees, Executors, and Administrators, on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Femes Covert, or other Persons, and that to the same Extent as such Cestuique Trusts respectively could have exercised the same Powers if they had respectively been under no Disability.

Parties under  
Disability to  
exercise  
other Powers.

XX. And be it enacted, That the Power herein-after given to enfranchise Copyhold Lands, as well as every other Power required to be exercised by the Lord of any Manor, pursuant to the Provisions of this Act, and the Power to release Lands from any Rent, Payment, Charge, or Incumbrance, and to agree for the Apportionment of any such Rent, Charge, or Incumbrance, shall extend to and may lawfully be exercised by every Party herein-before enabled to sell and dispose of or convey and release Lands to the Company.

Consideration to be a  
gross Sum.

XXI. And be it enacted, That, except as herein-after mentioned, the Consideration to be paid for the Purchase of any such Lands, or for any Damage done thereto, shall be in a gross Sum.

Acceptance  
of Compensation for  
Price of or  
Damage to  
Lands.

XXII. And be it enacted, That the Owners of any Lands hereby authorized to be purchased, or of any such Estate or Interest therein as aforesaid, and all Parties by this Act enabled to convey any such Lands, may agree to accept, and, subject to the Restrictions in this Act contained as to the Payment thereof, may accept Satisfaction for the Value of such Lands, or any Interest therein, to which such Party shall be entitled; and in addition to Compensation for the Value of such Lands, or of the Interest therein to be so conveyed, such Parties shall be entitled to and may in like Manner accept Compensation for any Damage by them sustained by reason of the severing or dividing of such Lands, or otherwise owing to the Exercise of the Powers of this Act.

XXIII. And

XXIII. And with respect to the Consideration Money to be paid for any Lands to be purchased from any Party under any Disability or Incapacity, and not having Power to sell or convey except under the Provisions in this Act contained, and the Compensation Money to be paid for any permanent Damage or Injury to any such Lands, be it enacted, That such Consideration Money or Compensation shall not, except where the same shall have been determined by the Verdict of a Jury under the Provision herein-after contained, be less than shall be determined by the Valuation of Two able practical Surveyors, one of whom shall be nominated by the Company, and the other by the other Party; and if such Two Surveyors cannot agree in the Valuation, then by such Third Surveyor as any Two Justices shall for that Purpose nominate, upon Application of either Party after Notice to the other of them; and each of such Two Surveyors, if they agree, or if not, then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof.

Amount of Compensation to be ascertained by Valuation in case of Parties under Disability.

XXIV. And with respect to the Compensation Money to be paid for any Lands to be purchased from any Party who, by reason of Absence, or from any other Incapacity or Accident, is prevented from treating, or cannot be found, and the Compensation Money to be paid for any permanent Injury to such Lands, be it enacted, That such Consideration or Compensation shall not be less than shall be determined by the Valuation of such able practical Surveyor as Two Justices shall nominate for that Purpose; and such Surveyor shall annex to the Valuation a Declaration of the Correctness thereof.

Compensation to absent Parties to be ascertained by Valuation.

XXV. And be it enacted, That if any Person seised in Fee of, or entitled to dispose of absolutely for his own Benefit, any Lands authorized to be purchased for the Purposes of this Act, shall be willing to sell such Lands for a perpetual annual Rent-charge, in lieu of a Sum in gross, such Person may lawfully sell and convey such Lands or any Part thereof unto the Company in consideration of an annual Rent-charge payable by the Company to the Person so selling and conveying, and to his Heirs and Assigns.

Purchase of Lands on Chief Rents.

XXVI. And be it enacted, That the yearly Rents reserved by any such Conveyance shall be charged on the Tolls or Rates payable under this Act and the said recited Acts, and shall be paid by the Company as such Rents become payable; and if at any Time any such Rents be not paid within Thirty Days after they so become payable, and after Demand thereof in Writing, the Person to whom any such Rent shall be payable may either recover the same from the Company, with Costs of Suit, by Action of Debt in any of the Superior Courts, or it shall be lawful for him to levy the same by Distress of the Goods and Chattels of the Company.

Payment of Rents to be charged on Tolls.

XXVII. And be it enacted, That all Conveyances of Lands so to be purchased as aforesaid may be according to the Form in the Schedules (A.) and (B.) respectively to this Act annexed, or as near thereto as the Circumstances of the Case will admit; and all such Conveyances shall be effectual to vest the Lands thereby conveyed in

Form of Conveyances.

in the Company, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed, and to bar and to destroy all such Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the Lands comprised in such Conveyances as shall have been purchased or compensated for by the Consideration therein mentioned; but although Terms of Years be thereby merged they shall in Equity afford the same Protection as if they had been kept on foot and assigned to a Trustee for the Company to attend the Reversion and Inheritance.

Costs of  
Conveyances.

XXVIII. And with respect to the Costs of the Conveyance of any such Lands purchased or taken by the Company, be it enacted, That all such Costs shall be borne by the Company, and such Costs shall include all Charges and Expences, incurred on the Part as well of the Seller as of the Purchaser, of all Conveyances and Assurances of any such Lands, and of any outstanding Terms or Interests therein, and of deducing, evidencing, and verifying the Title to such Lands, Terms, or Interests, and of making out and furnishing such Abstracts and attested Copies as the Company may require, and all other Expences incident to the Investigation, Deduction, and Verification of such Title; and before the Company enter into Possession of the Lands so purchased or taken they shall, if required, pay the Amount of such Costs; and if there be any Dispute about the same they shall obtain an Order for the Taxation thereof, as herein-after provided; nevertheless, if within Seven Days after Notice in Writing from the Company the Parties from whom such Lands shall have been purchased do not deliver a Bill of their Costs to the Company, then the Company shall not be prevented from entering into the Possession of such Lands by reason of the Nonpayment of such Costs, or by reason of such Order for Taxation thereof not having been obtained.

Taxation of  
Costs.

XXIX. And be it enacted, That if the Company and the Party entitled to any such Costs shall not agree as to the Amount thereof, such Costs shall be taxed by one of the Taxing Masters of the Court of Chancery, upon an Order of the same Court, to be obtained upon Petition in a summary Way by either of the Parties; and the said Company shall pay what the said Master shall certify to be due in respect of such Costs to the Party or Parties entitled thereto, or in default thereof the same may be recovered in the same Way as any other Costs payable under an Order of the said Court; and the Expence of taxing such Costs shall be borne by the said Company, unless upon such Taxation One Sixth Part of the Amount of such Costs shall be disallowed, in which Case the Costs of such Taxation shall be borne by the Party whose Costs shall be so taxed, and the Amount thereof shall be ascertained by the said Master, and deducted by him accordingly in his Certificate of such Taxation.

Purchase  
Money pay-  
able to Par-  
ties under

XXX. And for the Purpose of providing for the Deposit and Application of the Purchase Money or Compensation to be paid in respect of any such Lands which may belong to Parties under  
Disability,



Disability, be it enacted, That if any such Purchase Money or Compensation shall be payable in respect of any such Lands, or any Interest therein, which any Corporation, Tenant for Life, or for any other partial or qualified Interest, Married Woman seised in her own Right or entitled to Dower, Guardian, Committee of Lunatic or Idiot, Trustee, Executor, or Administrator, or Person under any Disability, shall be entitled to, and shall under the Powers of this Act be enabled to convey or dispose of, the same shall, if it amount to or exceed the Sum of Two hundred Pounds, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there *ex parte* "The *London and Birmingham Railway Company*," pursuant to the Method prescribed by an Act of the Twelfth Year of the Reign of His late Majesty King *George* the First, intituled *An Act for the better securing the Monies and Effects of the Suitors of the Court of Chancery, and to prevent the counterfeiting of East India Bonds, and Indorsements thereon, as likewise Indorsements on South Sea Bonds*, and pursuant to the General Rules and Orders of the said Court, and without Fee or Reward, according to the Act of the Twelfth Year of the Reign of His late Majesty King *George* the Second, intituled *An Act to empower the High Court of Chancery to lay out on proper Securities any Monies, not exceeding a Sum therein limited, out of the common and general Cash in the Bank of England belonging to the Suitors of the said Courts, for the Case of the said Suitors, by applying the Interest therefrom for answering the Charges of the Office of the Accountant General of the said Court*; and such Monies shall remain so deposited until the same be applied to some One or more of the following Purposes; (that is to say,)

Disability amounting to 200*l.* to be deposited in Bank of England.

12 G. 1. c. 32.

12 G. 2. c. 24.

Application of Monies deposited.

In the Purchase or Redemption of the Land Tax, or the Discharge of any Debt or Incumbrance affecting the Land in respect of which such Money shall have been paid, or affecting other Lands settled therewith to the same or the like Uses, Trusts, or Purposes; or

In the Purchase of other Lands, to be conveyed, limited, and settled upon the like Uses, Trusts, and Purposes, and in the same Manner, as the Lands in respect of which such Money shall have been paid stood settled; or

If such Monies shall be paid in respect of any Buildings taken under the Authority of this Act, in replacing such Buildings, or substituting others in their Stead, in such Manner as the Court of Chancery shall direct; or

In Payment to any Party becoming absolutely entitled to such Money.

XXXI. And be it enacted, That such Money may be so applied as aforesaid upon an Order of the Court of Chancery made on the Petition of the Party who would have been entitled to the Receipt of the Rents and Profits of the Lands in respect of which such Money shall have been deposited; and until the Money can be so applied it may, upon the like Order, be invested by the said Accountant General in the Purchase of Three *per Centum* Consolidated or Three *per Centum* Reduced Bank Annuities, or in Govern-

Order for Application.

ment or Real Securities; and until such Annuities or Securities shall be ordered to be sold, or converted into Money, for the Purposes aforesaid, the Interest, Dividends, and annual Proceeds thereof shall from Time to Time be paid to the Party who would for the Time being have been entitled to the Receipt of the Rents and Profits of the Lands; and the Order for such Investment and Application of the Interest, Dividends, and annual Proceeds thereof may be made on the like Petition.

Sums from 20*l.* to 200*l.* to be deposited, or invested in Trustees.

XXXII. And with respect to any such Purchase Money or Compensation which shall not amount to the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, be it enacted, That the same shall either be paid into the Bank of *England*, and applied in the Manner herein-before directed with respect to Sums amounting to or exceeding Two hundred Pounds, or the same may be lawfully paid to Two Trustees, to be nominated by the Parties entitled to the Rents or Profits of the Lands in respect whereof the same shall be payable, such Nomination to be signified by Writing under the Hands of the Parties so entitled; and in case of the Coverture, Infancy, Lunacy, or other Incapacity of the Parties entitled to such Monies, such Nomination may lawfully be made by their respective Husbands, Guardians, Committees, or Trustees; but such last-mentioned Application of the Monies shall not be made unless the Company approve thereof, and of the Trustees named for the Purpose, such Approval to be signified in Writing under their Common Seal; and the Money so paid to such Trustees, and the Produce arising therefrom, shall be by such Trustees applied in the Manner herein-before directed with respect to Money paid into the Bank of *England*, but it shall not be necessary to obtain any Order of the Court for that Purpose.

Sums not exceeding 20*l.* to be paid to Parties.

XXXIII. And with respect to any such Money which shall not exceed the Sum of Twenty Pounds, be it enacted, That the same shall be paid to the Parties who would for the Time being have been entitled to the Rents and Profits of the Lands in respect whereof the same shall be payable, for their own Use and Benefit; or in case of the Coverture, Infancy, Idiocy, Lunacy, or other Incapacity of any such Parties, then such Money shall be paid, for their Use, to the respective Husbands, Guardians, Committees, or Trustees of such Persons.

Where Parties refuse to convey, or do not show Title, the Purchase Money to be deposited.

XXXIV. And for the Purpose of providing for the Payment and Application in certain Cases of the Purchase Money or Compensation to be paid in respect of any such Lands not belonging to Parties under Disability, be it enacted, That in the following Cases, (that is to say,) if the Owner of any such Lands, or of any Interest therein, on Tender of the Purchase Money or Compensation either agreed or awarded to be paid, refuse to accept the same, or if any such Person fail to make out a Title to the Lands in respect whereof such Purchase Money or Compensation shall be payable, or to the Interest therein claimed by him, to the Satisfaction of the Company, or if such Owner be gone out of the Kingdom, or cannot be found, or be not known, or refuse to convey or release such Lands as directed by the

the Company, it shall be lawful for the Company to deposit the Purchase Money or Compensation payable in respect of such Lands, or any Interest therein, in the Bank of *England*, in the Name and with the Privity of the Accountant General of the Court of Chancery, to be placed to his Account there to the Credit of the Parties interested in such Lands (describing them, so far as the Company can do), subject to the Control and Disposition of the said Court; and upon Receipt of such Money the Cashier of such Bank shall give to the Company, or to the Party paying in such Money, a Receipt for such Money, specifying therein for what and for whose Use (described as aforesaid) the same shall have been received, and in respect of what Purchase the same shall have been paid in, and thereupon all the Interest in such Lands in respect whereof such Purchase Money or Compensation shall have been deposited shall vest absolutely in the Company.

XXXV. And be it enacted, That upon the Application by Petition of any Party making claim to the Money so deposited as last aforesaid, or any Part thereof, or to the Lands purchased or taken by the Company, or any Part thereof, or any Interest in the same, the said Court of Chancery may, in a summary Way, as to such Court shall seem fit, order such Money to be laid out or invested in the Public Funds, or may order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim to such Money or Lands, or any Part thereof, and may make such other Order in the Premises as to such Court shall seem fit.

Application of Monies so deposited.

XXXVI. Provided always, and be it enacted, That where any Purchase Money or Compensation paid into the Court of Chancery under the Provisions of this Act shall have been paid in respect of any Lease for Lives or Years, or any Estate in Lands less than the whole Fee Simple thereof, or of any Reversion dependent on any such Lease or Estate, it shall be lawful for the Court of Chancery, on the Petition of any Party interested in such Money, to order that the same shall be laid out, invested, accumulated, and paid in such Manner as the said Court may consider will give to the Parties interested in such Money the same Benefit therefrom as they might have legally had from the Lease, Estate, or Reversion in respect of which such Money shall have been paid, or as near thereto as may be.

Court of Chancery may direct Investment or Payment of Money in respect of Leases for Lives, Years, &c., or Reversions, as they may think just.

XXXVII. And be it enacted, That if any Question arise respecting the Title to the Lands in respect whereof such Monies shall have been so paid or deposited as aforesaid, the Parties respectively in Possession or Receipt of the Rents of such Lands at the Time of such Lands being purchased or taken shall be deemed to have been lawfully entitled to such Lands until the contrary be shown to the Satisfaction of the Court; and, unless the contrary be shown as aforesaid, the Parties so in Possession, and all Parties claiming under them, or consistently with their Possession, shall be deemed entitled to the Money so deposited, and to the Dividends or Interest of the Annuities

Party in Possession deemed to be the Owner.

Annuities or Securities purchased therewith, and the same shall be paid and applied accordingly.

Costs in  
Cases of  
Money depo-  
sited.

XXXVIII. And with respect to Costs in Cases of Monies deposited in the Bank of *England*, be it enacted, That the Court of Chancery may in all such Cases, except where Monies shall have been so deposited by reason of the wilful Refusal of any Party entitled thereto to receive the same, or to convey or release the Lands in respect whereof the same shall be payable, order the Costs of the following Matters, including therein all reasonable Charges and Expences incident thereto, to be paid by the Company; (that is to say,) the Costs of the Purchase or of the taking or using of the Lands, or which shall have been incurred in consequence thereof, other than such Costs as are herein otherwise provided for, and the Costs of the Investment of such Monies in Government or Real Securities, and of the Re-investment thereof, or of the Government or Real Securities purchased therewith, in the Purchase of other Lands, and also the Costs of obtaining the proper Orders for any of the Purposes aforesaid, and of the Orders for the Payment of the Dividends and Interest of the Government or Real Securities upon which such Monies shall be invested, and for the Payment out of Court of the Principal of such Monies, or of the Government or Real Securities whereon the same shall be invested, and of all other Proceedings relating thereto, except such as are occasioned by Litigation between adverse Claimants.

Crown Lands  
to be pur-  
chased on  
Rent-charge.

XXXIX. And whereas Her Majesty, in right of Her Crown, is seised of or entitled to the respective Advowsons and Right of Presentation to the Rectory of *Stanwick* and to the several Vicarages of *Raunds* and *Oundle*, all in the County of *Northampton*, and certain Parts or Parcels of the Glebe Lands belonging to the said Rectory and Vicarages respectively are intended to be purchased and taken by the said Company for the Purposes of the said Railway; be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, with the Consent and Approbation in Writing of the Lord High Treasurer of the United Kingdom, or of the Commissioners for the Time being for executing the Office of Lord High Treasurer, or any Three or more of them, to contract and agree for the Sale of, and to sell and convey to the said Company, for Three perpetual annual Rents-charge (which Three several Rents-charge the said Company are hereby authorized and required to grant), to be issuing out of all and singular the Lands, Hereditaments, Tolls, Rates, Property, and Effects of the said Company, or any Part thereof, such Part or Parcel of the said Glebe Lands respectively as the said Company are by this Act authorized to purchase: Provided always, that it shall not be lawful for the said Company to commence any of their Works on the said Glebe Lands respectively, or any Part thereof, until the Sale of the Land, Part of the said Rectory and Vicarages respectively to be purchased as aforesaid, shall have been completed; and the Rent-charge in respect of the Rectory of *Stanwick* shall be granted and conveyed to the Rector for the Time being of the said Rectory of *Stanwick* and his Successors for ever, as Part of the said Rectory,  
and

and the Rent-charge in respect of the said Vicarage of *Raunds* shall be granted and conveyed to the Vicar for the Time being of *Raunds* and his Successors for ever, as Part of the said Vicarage; and the Rent-charge in respect of the said Vicarage of *Oundle* shall be granted and conveyed to the Vicar for the Time being of *Oundle* and his Successors for ever, as Part of the said Vicarage, in such Form and Manner, and with such Powers of Entry and Distress for the Recovery of the said Rents-charge respectively, as the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall direct; and such Rents-charge shall have Priority over every other Charge to be made in pursuance of this Act, and the Grant of such Rents-charge respectively shall be registered in the Registry of the Diocese in which such Rectory and Vicarages are respectively situate, and enrolled in the Office of Land Revenue Records and Enrolments.

XL. And be it enacted, That in ascertaining and fixing the Amount of such Rents-charge respectively, any Damage which the said Glebe Lands or any Part thereof respectively shall or may sustain by reason of any of the Works done or authorized to be done by the said Company under the Authority of this Act shall be computed and taken into Account, and the Amount of such Rents-charge respectively, in case the Parties differ about the same, may be settled by the Verdict or Verdicts of a Jury in manner herein-after provided for: Provided always, that all the Costs, Charges, and Expences of ascertaining and fixing the Amount of such Rents-charge respectively, and of perfecting the Grants thereof, and the Registration and Enrolment thereof, as herein-before provided for, shall be borne and paid by the said Company.

For ascertaining the Amount of the Rents-charge.

XLI. And be it enacted, That the said Company shall and they are hereby required, at their own Costs and Charges, to make and construct such convenient Communications across, over, or under the said Railway, where it shall be carried through the Glebe Lands of the said Rectory and Vicarages respectively, or either of them, as shall be considered necessary by the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings, and such Communications, when made, shall at all Times thereafter be kept in good Order and Repair by and at the Expence of the said Company: Provided always, that the Mode of making and constructing such Communications, and all Particulars relating thereto, shall be settled and determined by the Engineer for the Time being of the said Commissioners and by the Engineer for the Time being of the said Company, and in the event of their differing in opinion in regard thereto then by some Third Person to be appointed by them, whose Decision in the Matters referred to him shall be binding and conclusive on all Parties.

Company to make Communications for the Use of the Glebe Lands.

XLII. And whereas it may be expedient that the Chancellor and Council of the Duchy of *Lancaster* should be authorized and empowered to sell to the said Company all such Lands of and belonging to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* as may be necessary to be purchased, taken, or used for

Enabling the Chancellor and Council of the Duchy of Lancaster to contract with the

Company for  
the Sale of  
Lands be-  
longing to  
the Crown.

the Purpose of making such Railway; be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to contract and agree with the said Company for the Sale of any Lands which by the said Company shall be thought necessary to be purchased, taken, or used for the Purposes of this Act, in the Line of the said intended Railway, belonging to Her Majesty, or Her Heirs and Successors, in right of Her said Duchy, at and for such Price and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and upon Payment of such Sums of Money as shall be settled and determined upon as and for the Price and Consideration for such Lands it shall be lawful for the said Chancellor and Council of the said Duchy for the Time being, by any Deed or Writing under the Seal of the said Duchy, and in the Name of Her Majesty, Her Heirs and Successors, to grant and convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, for the Uses and Purposes of this Act; which said Deed or Writing under the Seal of the said Duchy, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be sufficient and effectual to vest in the said Company the Fee Simple and Inheritance thereof for the Uses and Purposes of this Act, any thing contained in the Act passed in the First Year of Queen *Ann*, intituled

- 1 Ann. c. 7. *An Act for the better Support of Her Majesty's Household, and the Honour and Dignity of the Crown*, or in any other Act, to the contrary thereof in anywise notwithstanding; and all Sums of Money to be paid as and for the Purchase or Consideration Money for the Lands so to be sold and conveyed as last mentioned, under and by virtue of this Act, shall be paid by the said Company or their Treasurer into the Hands of the Receiver General of the said Duchy for the Time being or his Deputy, and shall be by him paid, applied, and disposed of according to the Provisions and Regulations contained in an Act passed in the Forty-eighth Year of the Reign of His Majesty King George the Third, intituled *An Act to improve the Land Revenue of the Crown in England, and also of His Majesty's Duchy of Lancaster*, or any other Act or Acts now in force for that Purpose.

Saving  
Rights of the  
Duchy of  
*Lancaster*.

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

Payment of  
Price to be  
made pre-  
vious to  
Entry, except  
to survey, &c.

XLIV. And be it enacted, That the Company shall not, except by Consent of the Owner and Occupier, enter upon any Lands which shall be required to be purchased or permanently used for the Purposes of this Act until they shall either have paid to every Party having any Interest in such Lands, or deposited in the Bank of *England* in the Manner herein mentioned, the Purchase Money or Compensation agreed or awarded to be paid to such Parties respectively for their respective Interests therein: Provided always, that for the Purpose merely of surveying and taking Levels of such Lands it shall

shall be lawful for the Company to enter upon the same without the previous Consent of the Owners, making Compensation for any Damage thereby occasioned to the Owners or Occupiers of such Lands.

XLV. And be it enacted, That if the Company or any of their Contractors shall, except as aforesaid, wilfully enter upon and take possession of any Lands which shall be required to be purchased or permanently used for the Purposes of this Act, without such Consent as aforesaid, or without having made such Payment or Deposit as aforesaid, the Company shall forfeit to the Party in Possession of such Lands the Sum of Ten Pounds over and above the Amount of any Damage done to such Lands by reason of such Entry and taking possession as aforesaid, such Penalty and Damage respectively to be recovered before Two Justices; and if the Company or their Contractors shall, after Conviction in such Penalty as aforesaid, or after Notice from the Party in Possession of such Lands, continue in unlawful Possession of any such Lands, the Company shall be liable to forfeit the Sum of Twenty-five Pounds for every Day they or their Contractors shall so remain in Possession as aforesaid, such Penalty to be recoverable by the Party in Possession of such Lands, with full Costs of Suit, in any of the Superior Courts: Provided always, that nothing herein contained shall be held to subject the Company to the Payment of any such Penalties as aforesaid, if they shall *bond fide* and without Collusion have paid or deposited the Compensation agreed or awarded to be paid in respect of the said Lands to any Person whom the Company may have reasonably believed to be entitled thereto, although such Person may not have been legally entitled thereto.

Penalty on Company entering upon Lands without Consent before Payment of the Purchase Money.

XLVI. And be it enacted, That on the Trial of any Action for any such Penalty as aforesaid the Decision of the Justices under the Provision herein-before contained shall not be held conclusive as to the Right of Entry on any such Lands by the Company.

Decision of Justices not conclusive as to Company's Right.

XLVII. And be it enacted, That when the Company shall require to purchase any of the Lands which by this Act they are authorized to purchase or take, they shall give Notice thereof to all the Parties interested in such Lands, or enabled by this Act to sell and convey or release the same, or such of them as shall be known to the Company, and by such Notice shall demand from such Parties the Particulars of their Estate and Interest in such Lands, and of the Claims made by them in respect thereof; and every such Notice shall be in Writing, and shall state the Particulars of the Lands so required, and shall state that the Company are willing to treat for the Purchase of the Interest of such Party in such Lands, and as to the Compensation to be made for the Damage that may be sustained by reason of the making of the Railway.

Notice of Intention to take Lands.

XLVIII. And be it enacted, That if for the Space of Twenty-one Days after the Receipt of such Notice any such Party shall fail to state the Particulars of his Claim in respect of any such Land, or to treat with the Company in respect of his Interest therein, or if such

Parties interested in Lands to state their Claims.

Party

Party and the Company shall differ as to the Amount of the Compensation to be paid to such Party for any such Interest, or for any Damage that may be sustained by him by reason of the Execution of the Railway, the Amount of such Compensation shall be settled in the Manner herein-after provided for settling Cases of disputed Compensation.

Proceedings  
in case of  
Refusal to  
deliver Pos-  
session of  
Lands.

XLIX. And be it enacted, That where, according to the Provisions of this Act, the Company are authorized to enter upon and take possession of any Lands required for the Purposes of the Railway, if the Owner or Occupier of any such Lands or any other Person refuse to give up the Possession thereof, or hinder the Company from entering upon or taking possession of the same, it shall be lawful for the Company to issue their Precept under their Common Seal to the Sheriff to deliver Possession of the same to the Person appointed in such Precept to receive the same; and upon the Receipt of such Precept the Sheriff shall deliver Possession of any such Lands accordingly; and the Costs accruing by reason of the issuing and Execution of such Precept (to be settled by the Sheriff) shall be paid by the Persons refusing to give Possession, and such Costs, if not paid on Demand, shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

Dispute as to  
Compensa-  
tion to be  
settled by a  
Jury.

L. And for the Purpose of making Provision for settling Cases of disputed Compensation arising under this Act, be it enacted, That if any Difference shall arise, or if no Agreement can be come to, between the Company and the Owners of any Lands, or of any Interest in any such Lands, taken or required for or injuriously affected by the Execution of the Railway, (including among such Owners all Parties by this Act enabled to sell or convey Lands,) as to the Value of such Lands or of any Interest therein, or as to the Compensation to be made in respect of any Damage or Injury done to such Lands in the Execution of any of the Powers of this Act, or if by reason of Absence any such Owner be prevented from treating, or if any such Owner fail to disclose or prove his Title to any such Lands, or any Interest therein, or if by reason of any Impediment or Disability any such Owner be incapable of making any Agreement, Conveyance, or Release necessary for enabling the Company to take such Lands, or to proceed in making the Railway or Works, or if any such Difference arise as to the Amount of the Damages occasioned to any Lands by the temporary Occupation thereof in the making of the Railway, or otherwise in exercise of the Powers given by this Act, and for which any Party may be entitled to demand Compensation according to the Provisions of this Act, the Amount of the Compensation to be paid by the Company in every such Case shall be settled by the Verdict of a Jury in manner herein-after mentioned.

Claims not  
exceeding 50l.  
to be settled  
by Two  
Justices.

LI. Provided always, and be it enacted, That if the Compensation claimed in any of the Cases mentioned in the preceding Enactment shall not exceed Fifty Pounds the same shall be settled by Two Justices.

LII. And



LII. And be it enacted, That where it shall be necessary to refer any such Question to the Determination of a Jury, by reason of any such Difference as aforesaid, then, Twenty-one Days at the least before issuing their Warrant for summoning a Jury as herein-after provided, the Company shall give Notice in Writing to the Party with whom such Difference shall have arisen of their Intention to cause such Jury to be summoned.

Notice by Company of Intention to have a Jury summoned.

LIII. And be it enacted, That if any Party who shall be entitled to any Compensation in respect of any Lands, or of any Interest therein, taken for or injuriously affected by the making of the Railway, shall desire the Amount of such Compensation to be determined by a Jury, it shall be lawful for such Party to give Notice in Writing to the Company of such his Desire, and he shall in such Notice state the Nature of the Interest claimed by him in such Lands, and the Amount of the Compensation claimed by him in respect thereof; and unless the Company be willing to pay the Amount of Compensation so claimed, and shall enter into a written Agreement for that Purpose, then, within Twenty-one Days after the Receipt of any such Notice from any Party so entitled, they shall issue their Warrant to the Sheriff to summon a Jury accordingly in the Manner herein mentioned.

Requisition by Party claiming Compensation that a Jury be summoned.

LIV. And be it enacted, That in every Case in which any such Question of disputed Compensation shall be required to be determined by the Verdict of a Jury the Company shall issue their Warrant to the Sheriff, under their Common Seal, requiring him to summon a Jury for that Purpose; and if such Sheriff be interested in the Matter in dispute, by being a Shareholder of the Company or otherwise, such Application shall be made to some Coroner of the County in which the Lands in question, or some Part thereof, shall be situate; and if all the Coroners of such County be so interested such Application may be made to some Person having filled the Office of Sheriff or Coroner in such County, and who shall be then living there, and who shall not be interested in the Matter in dispute; and with respect to the Persons last mentioned Preference shall be given to one who shall have most recently served either of the said Offices.

Warrant for summoning a Jury to be addressed to the Sheriff.

LV. And be it enacted, That throughout the Enactments contained in this Act relating to the Reference to a Jury where the Term "Sheriff" is used the Provisions applicable thereto shall be held to apply to every Coroner or other Person lawfully acting in his Place; and in every Case in which any such Warrant shall have been directed to any other Person than the Sheriff such Sheriff shall, immediately on receiving Notice of the Delivery of the Warrant, deliver over, on Application for that Purpose, to the Person to whom the same shall have been directed, or to any Person appointed by him to receive the same, the Jurors Book and Special Jurors List belonging to the County where the Lands in question shall be situate.

Provisions applicable to Sheriff to apply to Coroner.

LVI. And be it enacted, That upon the Receipt of such Warrant the Sheriff shall summon a Jury of Twenty-four indifferent Persons,  
 [Local.] 21 F duly

Summoning of Jurymen.

duly qualified to act as Common Jurymen in the Superior Courts, to meet at the Time and Place named in the Warrant for that Purpose.

Impannelling  
of Jury.

LVII. And be it enacted, That out of the Jurors appearing upon such Summons a Jury of Twelve Persons shall be drawn by the Sheriff, in such Manner as Juries for Trials of Issues joined in the Superior Courts are by Law required to be drawn; and if a sufficient Number of Jurymen do not appear in obedience to such Summons, the Sheriff shall return other indifferent Men, duly qualified as aforesaid, of the By-standers or others that can speedily be procured, to make up the Jury to the Number aforesaid; and all Parties concerned may have their lawful Challenges against any of the Jurymen, but no such Party shall challenge the Array.

Notice of  
Inquiry.

LVIII. And be it enacted, That Fourteen Days Notice of the Time and Place of the Inquiry shall be given in Writing by the Company to the other Party.

Sheriff to  
preside;

Witnesses to  
be sum-  
moned.

LIX. And be it enacted, That the Sheriff shall preside on the said Inquiry, and the Party claiming Compensation shall be deemed the Plaintiff, and shall have all such Rights and Privileges as the Plaintiff is entitled to in the Trial of Actions at Law; and if either Party so request, in Writing, the Sheriff shall summon before him any Person considered necessary to be examined as a Witness touching the Matters in question; and on the like Request the Sheriff shall order the Jury, or any Six or more of them, to view the Place or Matter in controversy, in like Manner as Views may be had in the Trial of Actions in the Superior Courts.

Jurymen to  
make Oath.

LX. And be it enacted, That before the Jury proceed to inquire of and assess the Compensation or Damage in respect of which their Verdict is to be given they shall make Oath that they will truly and faithfully inquire of and assess such Compensation or Damage; and the Sheriff shall administer such Oaths, as well as the Oaths of all Persons called upon to give Evidence.

Verdict of  
Jury to be  
for Purchase  
of Lands and  
for Damage,  
assessed  
separately.

LXI. And be it enacted, That where such Inquiry shall relate to the Value of Land to be purchased, and also to Compensation for Injury done or to be done to such Lands, such Jury shall deliver their Verdict separately for the Sum of Money to be paid for the Purchase of the Lands required for the Railway, or of any Interest therein belonging to the Party with whom such Questions of Disputed Compensation shall so have arisen, and for the Sum of Money to be paid by way of Compensation for the Injury done to the Lands of any such Party by Severance, or for any other Damage occasioned to any such Lands by the Execution of the Works.

Verdict and  
Judgment to  
be recorded.

LXII. And be it enacted, That the Sheriff before whom such Inquiry shall be held shall give Judgment for the Purchase Money or Compensation assessed by such Jury; and the said Verdict and Judgment shall be signed by the Sheriff, and, being so signed, shall be kept by the Clerk of the Peace among the Records of the Quarter Sessions

Sessions of the County in which the Lands or any Part thereof shall be situate in respect of which such Purchase Money or Compensation shall have been awarded; and such Verdicts and Judgments shall be deemed Records, and the same, or true Copies thereof, shall be good Evidence in all Courts and elsewhere; and all Persons may inspect the said Verdicts and Judgments, and may have Copies thereof or Extracts therefrom, on paying for each Inspection thereof One Shilling, and for every One hundred Words copied or extracted therefrom Sixpence.

LXIII. And be it enacted, That on every such Inquiry before a Jury, where the Verdict of the Jury shall be given for the same or a greater Sum than the Sum previously offered by the Company, all the Costs of such Inquiry shall be borne by the Company; but if the Verdict of the Jury be given for a less Sum than the Sum previously offered by the Company, one Half of the Costs shall be defrayed by the Owner of the Lands, and the other Half by the Company: Provided always, that in every Case where, by reason of Absence in Foreign Parts, or of any Disability, the Owner of the Land shall have been prevented from treating with the Company, all the Costs shall be borne by the Company.

Costs of the  
Inquiry.

LXIV. And be it enacted, That such Costs shall be settled by One of the Masters of the Court of Queen's Bench, and such Costs shall include all reasonable Costs, Charges, and Expences incurred in summoning, impannelling, and returning the Jury, taking the Inquiry, the Attendance of Witnesses, the Employment of Counsel, recording the Verdict and Judgment thereon, and otherwise incident to such Inquiry, and also the Expences of the Bond, if any, given by the Party at whose Instance the Inquiry shall have been taken, for prosecuting his Claim, and securing the Costs of such Inquiry; and such Master in taxing the same Costs shall have full Power to disallow any Part of such Costs, Charges, and Expences which he may consider are not necessarily or reasonably incurred, although the same may have been incurred by the Party with whom the Controversy shall arise; and with respect to any such Costs payable by the Company, if, within Seven Days after Demand, such Costs be not paid to the Party entitled to receive the same, the same shall be recoverable by Distress, and on Application to any Justice he shall give his Warrant accordingly; and with respect to any such Costs payable by the Owner of the Lands or of any Interest therein, the same may be deducted out of any Money awarded by the Jury to be paid to such Owner as so much Money advanced for his Use, and the Payment of the Remainder of such Money shall be a good Payment and Satisfaction of the whole thereof.

Particulars  
of the Costs.

LXV. And be it enacted, That if the Sheriff make default in any of the Matters herein-before required to be done by him in relation to any such Trial or Inquiry, he shall forfeit Fifty Pounds for every such Offence; and if any Person summoned and returned upon any Jury under this Act, whether common or special, do not appear, or appear but refuse to make Oath, or in any other Manner unlawfully neglect his Duty, he shall, unless he show reasonable Excuse to the Satisfaction

Penalty on  
Sheriff and  
Jury for  
Default.

Satisfaction of the Sheriff, forfeit a Sum not exceeding Ten Pounds; and every such Penalty payable by a Sheriff or Juryman shall be applied in satisfaction of the Costs of the Inquiry, so far as the same will extend; and, in addition to the Penalty hereby imposed, every such Juryman shall be subject to the same Regulations, Pains, and Penalties as if such Jury had been returned for the Trial of any Issue joined in any of the Superior Courts.

Penalty on Witnesses making default.

LXVI. And be it enacted, That if any Person duly summoned to give Evidence upon any such Inquiry, and to whom a Tender of his reasonable Expences shall have been made, fail to appear at the Time and Place specified in the Summons, without sufficient Cause, or if any Person, whether summoned or not, who shall appear as a Witness, refuse to be examined on Oath touching the Subject Matter in question, every Person so offending shall forfeit a Sum not exceeding Ten Pounds.

Special Jury to be summoned at the Request of either Party.

LXVII. And be it enacted, That if either Party desire any such Question of disputed Compensation as aforesaid to be tried before a Special Jury, and, before the Company have issued their Warrant to the Sheriff, give Notice in Writing of such Desire, such Question shall be so tried, and for that Purpose the Company shall, by their Warrant to the Sheriff, require him to nominate a Special Jury for such Trial; and thereupon the Sheriff shall, as soon as conveniently may be after the Receipt by him of such Warrant, summon both the Parties to appear before him, by themselves or their Attornies, at some convenient Time and Place (not being less than Five Days from the Service of such Summons), appointed by him, for the Purpose of nominating a Special Jury; and at the Place and Time so appointed the Sheriff shall proceed to nominate and strike a Special Jury in the Manner in which such Juries shall be required by the Laws for the Time being in force to be nominated or struck by the proper Officers of the Superior Courts, and the Sheriff shall appoint a Day for the Parties or their Agents to appear before him to reduce the Number of such Jury, and thereof shall give Four Days Notice to the Parties, and on the Day so appointed the Sheriff shall proceed to reduce the said Special Jury to the Number of Twenty, in the Manner used and accustomed by the proper Officers of the Superior Courts.

Deficiency of Jurymen.

LXVIII. And be it enacted, That the Special Jury on such Inquiry shall consist of Twelve of the said Twenty who shall first appear on the Names being called over, the Parties having their lawful Challenges against any of the said Jurymen; and if a full Jury do not appear, or if, after such Challenges, a full Jury do not remain, then, upon the Application of either Party, the Sheriff shall add to the List of such Jury the Names of any other disinterested Persons qualified to act as Special or Common Jurymen, who shall not have been previously struck off the aforesaid List, and who may then be attending the Court, or can speedily be procured, so as to complete such Jury, all Parties having their lawful Challenges against such Persons; and the Sheriff shall proceed to the Trial and Adjudication of the Matters in question by such Jury, and such Trial shall be attended

in all respects with the like Incidents and Consequences as hereinbefore provided in the Case of a Trial by Common Jury.

LXIX. And be it enacted, That any other Inquiry than that for the Trial of which such Special Jury may have been struck and reduced as aforesaid, may be tried by such Jury, provided the Parties thereto respectively shall give their Consent to such Trial.

Other Inquiries before same Special Jury by Consent.

LXX. And be it enacted, That no Special Jurymen shall, without his Consent, be summoned or required to attend any such Proceeding as aforesaid more than Once in any Year.

Special Jurymen not to attend more than Once.

LXXI. And with respect to any such Question of disputed Compensation, or other Matter of Difference by this Act authorized to be referred to the Determination of Two Justices, be it enacted, That either Party may apply to such Justices in respect to any such Matter, and thereupon such Justices, in Presence of the Parties, or such of them as shall appear, being duly summoned for that Purpose, shall examine into the Matter in dispute, and shall award such an Amount of Compensation, or shall make such Determination in respect of the Matter so referred to them, as to them shall seem fit; and the Costs of every such Inquiry shall be in the Discretion of such Justices, and they shall settle the Amount thereof, and in Default of Payment of such Costs as directed by such Justices the same shall be levied by Distress, and the said Justices shall issue their Warrant accordingly.

Reference of Dispute as to Compensation to Two Justices.

LXXII. And be it enacted, That if at any Time after the Company shall have entered upon any Lands which under the Provisions of this Act they are authorized to purchase, and which shall be permanently required for the Purposes of the Railway, any Party shall appear to be entitled to any Estate, Right, or Interest in or Charge affecting such Lands which the Company shall have failed or omitted duly to purchase or to pay Compensation for, then, whether the Period granted for the Purchase of Lands shall have expired or not, the Company shall remain in the undisturbed Possession of such Lands, provided within Six Calendar Months after Notice of such Estate, Right, Interest, or Charge, in case the same shall not be disputed by the Company, or in case the same shall be disputed then within Six Calendar Months after the Right thereto shall have been finally established by Law in favour of the Party claiming the same, the Company shall purchase or pay Compensation for the same, and shall also pay to such Party, or to any other Party who may establish a Right thereto, full Compensation for the Mesne Profits or Interest which would have accrued to such Parties respectively in respect thereof during the Interval between the Entry of the Company thereon and the Time of the Payment of such Purchase Money or Compensation by the Company, so far as such Mesne Profits or Interest may be recoverable in Law or Equity; and such Purchase Money or Compensation shall be agreed on, or awarded and paid, in like Manner as according to the Provisions of this Act the same respectively would have been agreed on, or awarded and paid, in case the Company had purchased such Estate, Right,

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

Interest, or Charge before their entering upon such Lands, or as near thereto as Circumstances will admit.

How Value of such Lands to be estimated.

LXXIII. And be it enacted, That in estimating any Compensation to be given for any such last-mentioned Lands, or any Estate or Interest in the same, or for any Mesne Profits thereon, the Jury shall assess the same at such Price as they shall find to be the Value of such Lands, Estate, or Interest, and Profits, without Regard to any Improvements or Works made in the said Lands by the Company, and as though the Railway had not been constructed.

Company to pay the Costs of Litigation as to such Lands.

LXXIV. And be it enacted, That in addition to the said Purchase Money, Compensation, or Satisfaction, and before the Company shall become absolutely entitled to any such Estate, Interest, or Charge, or to have the same merged or extinguished for their Benefit, they shall, when the Right to any such Estate, Interest, or Charge shall have been disputed by them, pay the full Costs and Expences of any Proceedings at Law or in Equity for the Recovery of the same to the Parties with whom any Litigation in respect thereof shall have taken place; and such Costs and Expences shall, in case the same shall be disputed, be settled by the proper Officer of the Court in which such Litigation took place.

Company not to be entitled to Minerals.

LXXV. And with respect to any Mines of Coal, Ironstone, Lime, Slate, or other Minerals under any Land purchased by the Company, be it enacted, That the Company shall not be entitled to any such Mines or Minerals, except only such Parts thereof as shall be necessary to be dug or carried away or used in the Construction of the Railway, unless the same shall have been expressly purchased; and all such Mines, excepting as aforesaid, shall be deemed to be excepted out of the Conveyance of such Lands, unless they shall have been expressly named therein, and be thereby conveyed.

Power to Owners of intersected Lands to insist on Sale.

LXXVI. And with respect to any such Lands which shall be so cut through and divided by the Railway or Works as to leave, either on both Sides or on one Side thereof, a less Quantity of Land than Two Statute Acres, or One Chain mean Width where the Piece of Land abuts upon a River, Stream, or Road, be it enacted, That if the Owner of any such Land, not being situate in a City or Town or built upon, require the Company to purchase any such small Parcel of Land along with the other Land required for the Purposes of this Act, the Company shall purchase the same accordingly, unless the Owner thereof have other Land adjoining to that so left into which the same can be thrown; and if such Owner have any other Land so adjoining he may require the Company, at their own Expence, to throw the Piece of Land so left into such adjoining Land, by removing the Fences and levelling the Sites thereof, and by soiling the same in a sufficient and workmanlike Manner.

Power of Company to insist on Purchase where Expence of

LXXVII. And be it enacted, That if any such Land shall be so cut through and divided as to leave on either Side of the Works a Piece of Land of less Extent than Half a Statute Acre, or of less Value than the Expence of making a Bridge, Culvert, or such other Communication

Communication between the Land so divided as the Company are under the Provisions of this Act compellable to make, and if the Owner of such Lands have not other Lands adjoining such Piece of Land, and require the Company to make such Communication, then the Company may require such Owner to sell to them such Piece of Land; and any Dispute as to the Value of such Piece of Land, or as to what would be the Expence of making such Communication, shall be ascertained by a Jury as herein provided for Cases of disputed Compensation; and on the Occasion of ascertaining the Value of the Land required to be taken for the Purposes of the Railway or Works the Jury shall, if required by either Party, ascertain by their Verdict the Value of any such severed Piece of Land, and also what would be the Expence of making such Communication.

Bridges, &c., exceeds the Value.

LXXVIII. And be it enacted, That no Party shall at any Time be required to sell or convey to the Company a Part only of any House or other Building, if such Party be willing to sell and convey the whole thereof.

Parties not to be required to sell Part of a House.

LXXIX. And with respect to any such Lands which shall be subject to any Mortgage, be it enacted, That the Company may purchase or redeem the Interest of the Mortgagee of such Lands, and that whether they shall have previously purchased the Equity of Redemption of such Lands or not, and whether the Mortgagee thereof be entitled thereto in his own Right or in Trust for any other Party, and whether he be in Possession of such Lands by virtue of such Mortgage or not, and whether such Mortgage affect such Lands solely, or jointly with any other Lands not required for the Purposes of this Act; and in order thereto the Company may pay or tender to such Mortgagee the Principal and Interest due on such Mortgage, together with his Costs and Charges, if any, and also Six Months additional Interest, and thereupon such Mortgagee shall immediately convey his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct; or the Company may give Notice in Writing to such Mortgagee that they will pay off the Principal and Interest due on such Mortgage at the End of Six Months, computed from the Day of giving such Notice, and if they shall have given any such Notice, or if the Party entitled to the Equity of Redemption of any such Lands shall have given Six Months Notice of his Intention to redeem the same, then at the Expiration of either of such Notices, or at any intermediate Period, upon Payment or Tender by the Company to the Mortgagee of the Principal Money due on such Mortgage, and the Interest which would become due at the End of Six Months from the Time of giving either of such Notices, together with his Costs and Expences, if any, such Mortgagee shall convey or release his Interest in the Lands comprised in such Mortgage to the Company, or as they shall direct.

Power to redeem Mortgages.

LXXX. And be it enacted, That if, in either of the Cases aforesaid, upon such Payment or Tender, any Mortgagee shall fail to convey or release his Interest in such Mortgage as directed by the Company, or if he fail to adduce a good Title thereto to their Satisfaction,

Deposit of Mortgage Money on Refusal to accept Redemption.

faction, then it shall be lawful for the Company, at any Time after such Failure, to pay into the Bank of *England*, in the Manner provided by this Act in Cases of Money directed to be deposited in such Bank, the Principal and Interest, together with the Costs, if any, due on such Mortgage, and also, if such Payment be made before the Expiration of Six Months Notice as aforesaid, such further Interest as would at that Time become due; and thereupon, as well as upon such Conveyance by the Mortgagee, if any such be made, all the Estate and Interest of such Mortgagee, and of all Persons in Trust for him, or for whom he may be a Trustee, in such Lands, shall vest in the Company, and they shall be deemed to be in the actual Possession thereof, in case such Mortgagee were himself entitled to such Possession.

Sum to be paid when Mortgage exceeds Value of Lands.

LXXXI. And with respect to any such mortgaged Lands which shall be of less Value than the Principal, Interest, and Costs secured thereon, be it enacted, That the Value of such Lands, or the Compensation to be made by the Company in respect thereof, shall be settled by Agreement between the Mortgagee of such Lands and the Party entitled to the Equity of Redemption thereof on the one Part, and the Company on the other Part; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to the Mortgagee, in satisfaction of his Mortgage Debt, so far as the same will extend, and upon Payment or Tender thereof the Mortgagee shall convey or release all his Interest in such mortgaged Lands to the Company, or as they shall direct.

Deposit of such Money when refused on Tender.

LXXXII. And be it enacted, That if upon such Payment or Tender as aforesaid being made any such Mortgagee fail so to convey his Interest in such Mortgage, or to adduce a Title thereto to the Satisfaction of the Company, then they may pay the Amount of such Value or Compensation into the Bank of *England*, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and every such Payment or Deposit shall be accepted by the Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of such mortgaged Lands from all Money due thereon, and thereupon such Lands, as to all such Estate and Interest as were then vested in the Mortgagee or any Person in Trust for him, shall become absolutely vested in the Company, and they shall be deemed to be in the actual Possession thereof, in case such Mortgagee were himself entitled to the Possession thereof; nevertheless all Rights and Remedies possessed by the Mortgagee against the Mortgagor, by virtue of any Bond or Covenant or other Obligation other than the Right to such Lands, shall remain in force in respect of so much of the Mortgage Debt as shall not have been satisfied by such Payment or Deposit.

Sum to be paid where Part only of mortgaged Lands taken.

LXXXIII. And with respect to any such mortgaged Lands of which only a Part shall be required for the Purposes of this Act, be it enacted, That if the Part so required be of less Value than the  
Principal



Principal Money, Interest, and Costs secured on such Lands, and the Mortgagee shall not consider the remaining Part of such Lands a sufficient Security for the Money charged thereon, or be not willing to release the Part so required, then the Value of such Part, and also the Compensation (if any) to be paid in respect of the Severance thereof, or otherwise, shall be settled by Agreement between the Mortgagee and the Party entitled to the Equity of Redemption of such Land on the one Part, and the Company on the other; and if the Parties aforesaid fail to agree respecting the Amount of such Value or Compensation, the same shall be determined as in other Cases of disputed Compensation; and the Amount of such Value or Compensation, being so agreed upon or determined, shall be paid by the Company to such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and thereupon such Mortgagee shall convey or release to them, or as they shall direct, all his Interest in such mortgaged Lands the Value whereof shall have been so paid; and a Memorandum of what shall have been so paid shall be endorsed on the Deed creating such Mortgage, and shall be signed by the Mortgagee; and a Copy of such Memorandum shall at the same Time (if required) be furnished by the Company, at their Expence, to the Party entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

LXXXIV. And be it enacted, That if, upon Payment or Tender to any such Mortgagee of the Amount of the Value or Compensation so agreed upon or determined, such Mortgagee shall fail to convey or release to the Company, or as they shall direct, his Interest in the Lands in respect of which such Compensation shall so have been paid or tendered, or if he shall fail to adduce a good Title thereto to the Satisfaction of the Company, it shall be lawful for the Company to pay the Amount of such Value or Compensation into the Bank of *England*, in the Manner provided by this Act in the Case of Monies required to be deposited in such Bank; and such Payment or Deposit shall be accepted by such Mortgagee in satisfaction of his Mortgage Debt, so far as the same will extend, and shall be a full Discharge of the Portion of the mortgaged Lands so required from all Money due thereon, and thereupon such Lands shall become absolutely vested in the Company, as to all such Estate and Interest as were then vested in the Mortgagee, or any Person in Trust for him, and in case such Mortgagee were himself entitled to such Possession they shall be deemed to be in the actual Possession thereof; nevertheless, every such Mortgagee shall have the same Powers and Remedies for recovering or compelling Payment of the Mortgage Money, or the Residue thereof, (as the Case may be,) and the Interest thereof respectively, upon and out of the Residue of such mortgaged Lands, or the Portion thereof not required for the Purposes of this Act, as he would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage.

Deposit of such Money when refused on Tender.

LXXXV. And with respect to any such Lands which shall be of Copyhold or Customary Tenure, or of the Nature thereof, be it enacted, That every Conveyance of any such Lands to the Company shall

Conveyance of Copyhold Lands to be enrolled.

[Local.]

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shall

shall be entered on the Rolls of the Manor of which the same shall be held or Parcel; and on Payment to the Steward of such Manor of such Fees as would be due to him on the Surrender of the same Lands to the Use of a Purchaser thereof he shall make such Enrolment; and every such Conveyance, when so enrolled, shall have the like Effect in respect of such Copyhold or Customary Lands as if the same had been of Freehold Tenure; nevertheless, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained, they shall continue subject to the same Fines, Rents, Heriots, and Services as were theretofore payable and of Right accustomed.

Copyhold  
Lands to be  
enfranchised.

LXXXVI. And be it enacted, That before the Company shall make use of any such Copyhold or Customary Land for the Purposes of the Railway they shall procure the same to be enfranchised, and for that Purpose they shall, within Three Months after the Enrolment of the Conveyance thereof, apply to the Lord of the Manor whereof such Lands are held to enfranchise the same, and shall pay to him such Compensation in respect thereof as shall be agreed upon between the Company and the Lord of such Manor; and if the Parties fail to agree respecting the Amount of the Compensation to be paid for such Enfranchisement the same shall be determined as in other Cases of disputed Compensation; and in estimating such Compensation the Loss in respect of the Fines, Heriots, and other Services payable on Death, Descent, or Alienation, which would be lost by the vesting of such Copyhold or Customary Lands in the Company or by the Enfranchisement of the same, shall be allowed for.

Lord of the  
Manor to  
enfranchise  
on Payment  
of Compensation.

LXXXVII. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined the Lord of the Manor whereof such Copyhold or Customary Lands shall be holden shall enfranchise such Lands, and the Lands so enfranchised shall for ever thereafter be held in Free and Common Soccage; and if upon such Payment or Tender to the Lord of the Manor as aforesaid he fail to enfranchise such Lands, or if he fail to produce a good Title to the Manor whereof such Lands shall be holden or Parcel, the Company shall pay the Amount of such Compensation into the Bank of *England* in manner required in other like Cases of Monies required to be deposited, and thereupon such Lands shall be deemed to be enfranchised, and shall be for ever thereafter held in Free and Common Soccage.

Apportion-  
ment of  
Copyhold  
Rents.

LXXXVIII. And be it enacted, That if any such Copyhold or Customary Lands be subject to any customary or other Rent, and Part only of the Land subject to any such Rent be required to be taken for the Purposes of this Act, the Apportionment of such Rent may be settled by Agreement between the Owner of the Lands and the Lord of the Manor on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement, then the same shall be settled by Two Justices; and the Enfranchisement of any Copyhold or Customary Lands taken by virtue of this Act, or Apportionment of such Rents, shall not affect in other respects any Custom by or under which any such Copyhold  
or

or Customary Lands not taken for the Purposes of this Act shall be held; and if any of the Lands so required be released from any Portion of the Rents to which they were subject jointly with any other Lands, such last-mentioned Lands shall be charged with the Remainder only of such Rents; and with reference to any such apportioned Rents, the Lord of the Manor shall have all the same Rights and Remedies over the Lands to which such apportioned Rent shall have been assigned or attributed as he had previously over the whole of the Lands subject to such Rents for the whole of such Rents.

LXXXIX. And with respect to any such Lands, being Common or Waste Lands, and being Parcel of or holden of any Manor, be it enacted, That the Compensation in respect of the Right of the Lord of the Manor whereof such Lands shall be holden or Parcel in the Soil of such Lands shall be paid to the Lord of the Manor; and the Compensation in respect of all other Commonable Rights in or over such Lands shall be paid to the Churchwardens of the Parish in which such Lands shall be situate, and shall be by them applied to such general or public Purposes, within such Parish, as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; or if any such Lands be not situate in any Parish, then such Compensation shall be paid to the Overseers of the Poor acting for the District or Place where such Lands shall be situate, for the Benefit of the Poor of such District; and in regard to the Adjustment of such Compensation, such Churchwardens and Overseers respectively shall be dealt with by the Company in all respects as being the absolute Owners of all such Commonable Rights, and upon Payment or Tender to such Churchwardens or Overseers respectively, as the Case may be, of the Compensation which shall have been agreed upon or determined in respect of any such Commonable Rights, all such Commonable Rights shall cease and be extinguished.

Compensation for Common Lands where held of a Manor to be paid to Lord of the Manor; of other Commonable Rights to the Churchwardens.

XC. And be it enacted, That upon Payment or Tender to the Lord of the Manor of the Compensation which shall have been agreed upon or determined in respect of his Right in the Soil of any such Lands, such Lord of the Manor shall convey such Lands to the Company, and such Conveyance shall have the Effect of vesting such Lands in the Company, in like Manner as if such Lord of the Manor had been seised in Fee Simple of such Lands at the Time of executing such Conveyance; and if upon such Payment or Tender to the Lord of the Manor as aforesaid such Lord of the Manor fail to convey such Lands, or if he fail to adduce a good Title to the Manor whereof such Lands shall be holden or Parcel, the Company shall pay the Amount of such Compensation into the Bank of *England*, in manner required in other like Cases of Monies required to be deposited in such Bank; and thereupon such Lands shall vest absolutely in the Company, and they shall be deemed to be in the Possession thereof.

Lord of the Manor to convey to the Company.

XCI. And with respect to any such Lands, being Common Lands, or in the Nature thereof, and not being Parcel or holden of any Manor, be it enacted, That the Compensation to be paid for such last-mentioned Lands shall be determined by Agreement between the Company and a Committee of the Parties entitled to Commonable

Compensation for Common Lands where not held of a Manor.

monable Rights in such Lands, to be appointed as next hereinafter mentioned.

A Committee of the Parties interested to be appointed in public Meeting.

XCII. And be it enacted, That the Company may convene a Meeting of the Parties entitled to commonable or other Rights over or in such Lands, to be held at some convenient Place in the Neighbourhood of the Lands, for the Purpose of their appointing a Committee to treat with the Company for the Compensation to be paid for the Extinction of such commonable or other Rights; and every such Meeting shall be called by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or in the respective Counties in which such Lands shall be situate, not more than Fourteen nor less than Seven Days prior to any such Meeting; and the Meeting so called may appoint a Committee, not exceeding Five in Number, of the Parties entitled to any such Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties, but such Meeting shall not be effectual for the Purpose unless Five at least of the Parties entitled attend the same.

Committee to agree with the Company, and convey to them.

XCIII. And be it enacted, That it shall be lawful for the Committee so chosen to enter into an Agreement with the Company for the Compensation to be paid for the Extinction of such commonable and other Rights, and all Matters relating thereto, for and on behalf of themselves and all other Parties interested therein, and all such Parties shall be bound by such Agreement; and it shall be lawful for such Committee to execute any Assurances for the Purpose of conveying the Lands in respect of which such Compensation shall be paid; and the Receipt of such Committee, or of any Three of them, for such Compensation, shall be an effectual Discharge for the same; and such Compensation, when received, shall be apportioned by the Committee among the several Persons interested therein, according to their respective Interests; but the Company shall not be bound to see to the Apportionment or to the Application of such Compensation, nor shall they be liable for the Misapplication or Non-application thereof.

Provision in default of Agreement.

XCIV. And be it enacted, That if upon being duly convened by the Company no effectual Meeting of the Parties entitled to such commonable or other Rights shall take place, or if taking place such Meeting fail to appoint such Committee, or if such Committee being appointed fail to agree with the Company, the Amount of such Compensation shall be determined as in other Cases of disputed Compensation; and in any such Case the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such commonable or other Rights, or if no such Three Parties can be found, upon any Occupier of the Lands over which such Rights extend; or if the same be unoccupied, then it shall be sufficient if such Notice, being painted on a Board, be affixed upon some conspicuous Part of such Land.

Upon Payment of Compensation

XCV. And be it enacted, That upon Payment or Tender to such Committee, or any Three of them, or if there shall be no such Committee

mittee then upon Payment into the Bank of *England*, in the Manner required by this Act in the like Cases of Monies required to be deposited in such Bank, of the Compensation which shall have been agreed upon or determined in respect of such commonable or other Rights, all such commonable and other Rights shall cease and determine; and the Company shall be deemed to be in Possession of such Lands, and to be absolutely entitled thereto, freed and discharged from all such commonable or other Rights.

payable to  
Commoners  
the Lands  
to vest.

XCVI. And with respect to any such Lands which shall be charged with any Rent Service, Rent-charge, or chief or other Rent, or other Payment or Incumbrance, be it enacted, That if any Difference shall arise between the Company and the Party entitled to any such Charge, respecting the Consideration to be paid for the Release of such Lands therefrom, or from the Portion thereof affecting the Lands required for the Purposes of this Act, the same shall be determined as in other Cases of disputed Compensation.

Release of  
Lands from  
Rent-  
charge.

XCVII. And be it enacted, That if Part only of the Lands charged with any such Rent Service, Rent-charge, chief or other Rent, Payment, or Incumbrance, be required to be taken for the Purposes of this Act, the Apportionment of any such Charge may be settled by Agreement between the Party entitled to such Charge and the Owner of the Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement, the same shall be settled by Two Justices; but if the remaining Part of the Lands so jointly subject be a sufficient Security for such Charge, then, with Consent of the Owner of the Lands so jointly subject, such Owner not being under legal Disability or Incapacity, the Party entitled to such Charge may release therefrom the Lands required, on Condition or in consideration of such other Lands remaining exclusively subject to the whole thereof.

Release of  
Part of Lands  
from Rent-  
charge.

XCVIII. And be it enacted, That upon Payment or Tender of the Compensation so agreed upon or determined to the Party entitled to any such Charge as aforesaid, such Party shall execute to the Company a Release of such Charge; and if he fail so to do, or if he fail to adduce a good Title to such Charge, to the Satisfaction of the Company, they shall pay the Amount of such Compensation into the Bank of *England*, in the Manner provided by this Act in the like Cases of Monies required to be deposited in such Bank; and thereupon the Rent Service, Rent-charge, chief or other Rent, Payment, or Incumbrance, or the Portion thereof in respect whereof such Compensation shall so have been paid, shall cease and be extinguished.

Deposit in  
case of  
Refusal to  
release.

XCIX. And be it enacted, That if any such Lands be so released from any such Charge or Incumbrance, or Portion thereof, to which they were subject jointly with other Lands, such last-mentioned Lands shall alone be charged with the whole of such Charge, or with the Remainder thereof, as the Case may be, and the Party entitled to the Charge shall have all the same Rights and Remedies over such

Charge to  
continue on  
Lands not  
taken.

last-mentioned Lands for the whole or for the Remainder of the Charge, as the Case may be, as he had previously over the whole of the Lands subject to such Charge; and if upon any such Charge or Portion of Charge being so released the Deed or Instrument creating or transferring such Charge be tendered to the Company for the Purpose, they shall affix their Common Seal to a Memorandum of such Release endorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Charge shall have been purchased by virtue of this Act, and if the Lands be released from Part of such Charge, what Proportion of such Charge shall have been released, and how much thereof continues payable; or if the Lands so required shall have been released from the whole of such Charge, then that the remaining Lands are thenceforward to remain exclusively charged therewith; and such Memorandum shall be made and executed at the Expence of the Company, and shall be Evidence in all Courts and elsewhere of the Facts therein stated, but not so as to exclude any other Evidence of the same Facts.

Where Part only of Lands under Lease taken, the Rent to be apportioned.

C. And with respect to any such Lands which shall be comprised in a Lease for a Term of Years unexpired, Part only of which Lands shall be required for the Purposes of this Act, be it enacted, That the Rent payable in respect of the Lands comprised in such Lease shall be apportioned between the Lands so required and the Residue of such Lands; and such Apportionment may be settled by Agreement between the Lessor and Lessee of such Lands on the one Part, and the Company on the other Part; and if such Apportionment be not so settled by Agreement between the Parties, such Apportionment shall be settled by Two Justices; and after such Apportionment the Lessee of such Lands shall, as to all future accruing Rent, be liable only to so much of the Rent as shall be so apportioned in respect of the Lands not required for the Purposes of this Act; and the Lessor shall have all the same Rights and Remedies for the Recovery of such Rent as previously to such Apportionment he had for the Recovery of the whole Rent reserved by such Lease; and all the Covenants, Conditions, and Agreements of such Lease, except as to the Amount of Rent to be paid, shall remain in force with regard to that Part of the Land which shall not be required for the Purposes of this Act, in the same Manner as they would have done in case such Land only had been included in the Lease.

Tenants to be compensated.

CI. And be it enacted, That every such Lessee as last aforesaid shall be entitled to receive from the Company Compensation for the Damage done to him in his Tenancy by reason of the Severance of the Lands required from those not required, or otherwise by reason of the Execution of any such Works.

Compensation to be made to Tenants at Will.

CII. And with respect to any such Lands which shall be in the Possession of any Person having no greater Interest therein than as Tenant at Will, or Lessee for a Year, or from Year to Year, be it enacted, That if any such Person be required to give up Possession of any Lands so occupied by him before the Expiration of his Term or Interest therein, he shall be entitled to Compensation for  
the

the Value of his unexpired Term or Interest in such Lands, or if a Part only of such Lands be required, Compensation for the Damage done to him in his Tenancy by the Severance of the Lands required from those not required; and the Amount of such Compensation shall be determined by Two Justices, in case the Parties differ about the same; and upon Payment or Tender of the Amount of such Compensation all such Persons shall respectively deliver up to the Company, or to the Person appointed by them to take possession thereof, any such Lands in their Possession required for the Purposes of this Act.

CIII. And be it enacted, That if any such Person refuse to give up such Possession it shall be lawful for the Company, after making Payment or Tender of such Compensation as herein-before mentioned, but not otherwise, to issue their Precept, under their Common Seal, to the Sheriff to deliver up Possession of such Lands to the Person in such Precept nominated to receive the same, and upon the Receipt of such Precept the Sheriff shall deliver Possession of such Lands in obedience thereto; and the Party so refusing to give up Possession shall pay the Costs incurred in the issuing or Execution of such Precept, to be settled by the Sheriff; and if, on Demand, he fail to pay the same, they shall be levied by Distress, and the Sheriff shall issue his Warrant accordingly.

On Refusal,  
Sheriff to give  
Possession.

CIV. And be it enacted, That if any Party claim Compensation in respect of any unexpired Term or Interest under any Lease or Grant of any such Lands the Company may require such Party to produce the Lease or Grant in respect of which such Claim shall be made, or the best Evidence thereof in his Power; and if, after Demand made in Writing by the Company, such Lease or Grant, or the best Evidence thereof, be not produced within a reasonable Time, the Party so claiming Compensation shall be considered as a Tenant holding only from Year to Year, and be entitled to Compensation accordingly.

Production of  
Leases.

CV. And be it enacted, That the Powers of the Company for the compulsory Purchase or taking of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing thereof.

Compulsory  
Purchase  
limited for  
Three Years.

CVI. And be it enacted, That before any such Powers shall be put in force the whole of the additional Capital of Five hundred thousand Pounds hereby authorized to be raised shall be subscribed, either by the present Proprietors of the Company, in manner herein-before provided, or under Contract binding the Parties thereto, their Heirs, Executors, and Administrators, for the Payment of the several Sums by them respectively subscribed; and a Certificate under the Hands of Two Justices, certifying that the whole of the said Sum has been so subscribed, shall be sufficient Evidence thereof; and on the Application of the Company, and the Production of such Evidence as such Justices shall think proper and sufficient, such Justices shall grant such Certificate accordingly.

Capital to be  
subscribed  
before Powers  
for Purchase  
of Land  
exercised.

CVII. And

Lands not  
wanted to be  
sold.

CVII. And for the Purpose of making Provision respecting the Sale of Lands acquired by the Company under the Provisions of this Act, but which shall not be required for the Purposes thereof, be it enacted, That the Company shall sell all such superfluous Lands in such Manner as they may deem most advantageous, and convey the same to the Purchasers thereof by Deed under the Common Seal of the Company, and a Receipt under such Common Seal shall be a sufficient Discharge to the Purchaser of any such Lands for the Purchase Money in such Receipt expressed to be received; and such Sales shall take place within Ten Years after the passing of this Act.

Lands not so  
sold to vest in  
Owners of  
adjoining  
Lands.

CVIII. And be it enacted, That if the Company do not sell such superfluous Lands within the Period aforesaid, then such Lands remaining unsold at the Expiration of such Period shall thereupon vest in and become the Property of the Owners of the Lands adjoining thereto, in proportion to the Extent of their Lands respectively adjoining the same.

Lands to be  
offered to  
adjoining  
Owners.

CIX. Provided always, and be it enacted, That before the Company dispose of any such superfluous Lands they shall first offer to sell the same to the Person then entitled to the Lands (if any) from which the same were originally severed; or if such Person refuse to purchase the same, or cannot be found, then the like Offer shall be made to the Person or to the several Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, such Persons being capable of entering into a Contract for the Purchase of such Lands; and where more than One such Person shall be entitled to such Right of Pre-emption such Offer shall be made to such Persons in succession one after another in such Order as the Company shall think fit.

Right of Pre-emption to be claimed within Sixty Days.

CX. And be it enacted, That if such respective Persons be desirous of purchasing such Land, then, within Sixty Days after such Offer of Sale, they shall signify their Desire in that Behalf to the Company; or if they decline such Offer, or if for Sixty Days they neglect to signify their Desire to purchase such Lands, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer shall cease; and thereupon a Declaration in Writing, made before a Justice by some Person not interested in the Matter in question, stating that the Person or all the Persons entitled to the Right of Pre-emption were out of the Country, or could not be found, or were not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made, and was refused or not accepted within Sixty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence of the Facts therein stated.

Proviso as to Sale of Lands within a Town.

CXI. Provided always, and be it enacted, That in any Case in which the Company shall have purchased or acquired any House or Land within any Town, it shall be lawful for the Company absolutely to sell and dispose of all or any Part of such House or Land to such Person and in such Manner as the Company shall think proper, without



without being required previously to offer to sell the same to the Persons whose Lands adjoin thereto.

CXII. And be it enacted, That if any Person entitled to such Pre-emption be desirous of purchasing any such Lands, and such Person and the Company do not agree as to the Price thereof, then such Price shall be ascertained as in other Cases of disputed Compensation, and upon Payment or Tender to the Company of the Purchase Money so agreed upon or determined they shall convey such Lands to the Party so entitled to purchase the same; and every such Conveyance shall be effectual for vesting the Lands comprised therein in the Purchaser thereof, for the Estate which shall so have been purchased by him; and the Money produced by the Sale of such Lands shall be applied by the Company for the Purposes of the Works.

Difference as to Price to be settled as in other Cases.

CXIII. And be it enacted, That in every Conveyance of Lands to be made by the Company under this Act the Word "grant" shall operate as express Covenants by the Company, for themselves and their Successors, with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, and Assigns of such Grantees, according to the Quality or Nature of such Grants, and of the Estate or Interest therein expressed to be thereby conveyed, as follows, except so far as the same shall be restrained or limited by express Words contained in any such Conveyance; (that is to say,)

Effect of Word "grant" in Conveyances.

A Covenant that, notwithstanding any Act or Default done by the Company, they were, at the Time of the Execution of such Conveyance, seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them; or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them:

A Covenant that the Grantee of such Lands, his Heirs, Successors, Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the Company and their Successors, and all other Persons claiming under them, and be indemnified and saved harmless by the Company and their Successors from all Incumbrances created by the Company:

A Covenant for further Assurance of such Lands, at the Expence of such Grantee, his Heirs, Successors, Executors, Administrators, or Assigns, (as the Case may be,) by the Company or their Successors, and all other Persons claiming under them:

And all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest in such Conveyance expressed to be conveyed, may, in all Actions brought by them, assign Breaches of Covenants, as they might do if such Covenants were expressly inserted in such Conveyances.

CXIV. And be it enacted, That for any of the following Purposes it shall be lawful for the Company, in addition to the Lands authorized to be compulsorily taken by them as aforesaid, to contract with

Power to purchase Lands required for additional Stations, &c.

[Local.]

21 K

any

any Party willing to sell the same for the Purchase of any Land adjoining or near to the Railway, not exceeding in the whole Fifty Acres; (that is to say,)

For the Purpose of making and providing additional Stations, Yards, Wharfs, and Places for the Accommodation of Passengers, and for receiving, depositing, and loading or unloading Goods or Cattle to be conveyed upon the Railway, and for the Erection of Weighing Machines, Toll Houses, Offices, Warehouses, and other Buildings and Conveniences :

For the Purpose of making convenient Roads or Ways to the Railway, or any other Purpose which may be requisite or convenient for the Formation or Use of the Railway :

And it shall be lawful for all Parties who, under the Provisions hereinbefore contained, would be enabled to sell and convey Lands required for the Railway, to sell and convey Lands required for any such additional Purposes as aforesaid.

Company  
may sell such  
Lands and  
purchase  
others.

CXV. And be it enacted, That it shall be lawful for the Company to sell the additional Lands which they at any Time shall have so acquired, or any Part thereof, in such Manner and for such Considerations, and to such Persons, as the Company may think fit, and again to purchase other Lands for the like Purposes, and afterwards sell the same, and so from Time to Time; but the total Quantity of Land to be held at any one Time by the Company for the Purposes aforesaid shall not exceed Fifty Acres.

Restraint on  
Purchase  
from inca-  
pacitated  
Persons.

CXVI. And be it enacted, That the Company shall not, by virtue of the Power to purchase Land for additional Purposes, purchase more than Fifty Acres from any Party under legal Disability, or who would not be able to sell and convey such Lands except under the Powers of this Act; and if the Company purchase the said Quantity of Land from any Party under such legal Disability, and afterwards sell the Whole or any Part of the Land so purchased, it shall not be lawful for any Party being under legal Disability to sell to the Company any other Lands in lieu of the Land so sold or disposed of by the Company.

Deposited  
Plans and  
Books of  
Reference to  
be open for  
Inspection.

CXVII. And whereas Plans and Sections of the Railway, showing the Line and Levels thereof, and also Books of Reference, containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Lands through which the same is intended to pass, have been deposited with the Clerks of the Peace of the several Counties through which the Railway is intended to pass, and with the Clerk of the Peace of the Liberty of *Peterborough*; be it enacted, That all Persons interested may at all seasonable Times inspect such Plans, Sections, and Books of Reference, and may require to be furnished by any such Clerk of the Peace with Extracts therefrom or Copies thereof; and every such Clerk of the Peace shall give Access to such Documents, and, if required, furnish Copies thereof or Extracts therefrom, and certify the same to be true Copies or Extracts; and in respect thereof he shall be entitled to One Shilling for every Inspection of such Document, and One Shilling for every Hour such Inspection shall continue beyond the first Hour, and Sixpence for every One hundred Words copied or extracted

tracted therefrom; and if any such Clerk of the Peace shall fail to comply with any of the Provisions aforesaid he shall forfeit for every such Offence a Sum not exceeding Five Pounds.

CXVIII. And for the Purpose of making Provision for correcting any Omission, Mis-statement, or erroneous Description of any Lands, or of the Owners, Lessees, or Occupiers of any Lands described on the said Plans, or in the said Books of Reference, or the Schedule (C.) hereto, be it enacted, That the Correction of any such Matter may be referred by the Company to the Determination of Two Justices; and if it shall appear to such Justices that such Omission, Mis-statement, or erroneous Description arose from Mistake, they shall certify the same accordingly, and they shall in such Certificate state the Particulars of any such Omission, and in what respect any such Matter shall have been mis-stated or erroneously described; and such Certificate shall be deposited with the Clerks of the Peace of the several Counties or Liberty, and Copies or Extracts thereof with the Clerks of the several Parishes in which the Lands affected thereby shall be situate, and such Certificate and such Extracts or Copies respectively shall be kept by such Clerks of the Peace and Clerks of the Parishes respectively along with the Documents to which they relate; and thereupon such Document, or the Schedule (C.) to this Act, shall be deemed to be corrected according to such Certificate; and it shall be lawful for the Company to make the Railway in accordance with such Certificate.

Errors and Omissions to be corrected.

CXIX. And be it enacted, That true Copies of such Plans and Books of Reference, or of any Correction thereof or Extracts therefrom, certified by any such Clerk of the Peace, shall be received in all Courts of Justice or elsewhere as Evidence of the Contents thereof.

Copies of Plans, &c. to be Evidence.

CXX. And be it enacted, That the Company in making the Railway shall have Power to deviate from the Line delineated on the Plans so deposited; provided that no such Deviation shall extend to a greater Distance than the Limits of Deviation shown upon the said Plans, and that no such Deviation shall extend to a greater Distance in passing through a Town than Ten Yards, nor elsewhere to a greater Distance than One hundred Yards from the said Line; nor shall the Railway by means of such Deviation be made to extend into the Lands or Property of any Person whose Name is not mentioned in the said Books of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner hereinbefore provided for in Cases of unintentional Errors in the said Books of Reference; Provided always, that nothing herein contained shall enable the said Company to take or interfere with the Buildings and Coach Manufactory adjoining a Field numbered Ten on the said Plans in the Parish of *Thrapstone*, without the Consent of the Owners and Occupiers thereof.

Company empowered to deviate from Plan.

CXXI. And

Company authorized to deviate through the Estate of Edward Bouverie, Esq.

CXXI. And whereas the said Railway is intended to be carried for a considerable Distance through the Estate of *Edward Bouverie Esquire* in the Parish of *Hardingstone* in the County of *Northampton*, and some Deviations in the Line of the said Railway through the same Estate, beyond the Limits described in the Maps or Plans deposited with the several Clerks of the Peace as herein-before mentioned, may be desired by the said *Edward Bouverie*; be it enacted, That it shall be lawful for the said Company, in making the Railway through the Estate of the said *Edward Bouverie* in the Parish of *Hardingstone* aforesaid, with the Consent of the said *Edward Bouverie*, his Heirs or Assigns, to deviate from the Line as laid down in the said Maps or Plans beyond the Limits of Deviation described in such Plans: Provided always, that nothing herein contained shall extend to authorize or require the said Company to carry the Line to the North of the *Northampton* Branch of the Grand Junction Canal which now runs through the said Estate, or to make any Deviation whatever in the Line through the same Estate, without the Consent in Writing of the said *Edward Bouverie*, his Heirs or Assigns.

Company not to deviate in crossing Alwalton Meadow, &c.

CXXII. Provided always, and be it enacted, That where the Line of the said Railway crosses the Piece of Land called *Alwalton Meadow*, and the private Road and Plantation called *Alwalton Lynch*, the Company shall not deviate from the said Line, neither to the Northwards or Southwards thereof, without the Consent of the Owner of the said Meadows.

Limiting Deviations from Datum Line described in the Section, &c.

CXXIII. And be it enacted, That in making the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Railway as referred to the common Datum Line described on the Sections so deposited as aforesaid, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road may be situate, or without the Consent of the Commissioners for any public Sewers, or the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Railway, as denoted by the said Sections, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plans or Sections, the same shall be made accordingly; and where a Tunnel is marked on the said Plans or Sections as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall

not

not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid, and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid, not marked on the said Plans or Sections, so that no such Tunnels shall be of greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the Railway; Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or, if there be no Church, some other Place to which Notices are usually affixed; and provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are herein capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

CXXIV. And be it enacted, That it shall not be lawful to diminish the Radius of any Curve as described on the Plans deposited with the Clerks of the Peace, unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile, unless where it exceeds Two Miles, or by more than Half a Mile, unless where it exceeds Three Miles, on the said Plans.

Limiting  
Alteration of  
Curves.

CXXV. And be it enacted, That the Company shall not take or injure any Property of the following Kinds, except such as shall be specified in the Schedule (C.) to this Act, without the Consent in Writing of the Owners and Occupiers thereof, unless the Omission in such Schedule be certified, according to the Provisions hereinbefore contained, to have proceeded from Mistake; (that is to say,) any House or Building erected on or before the Thirtieth Day of *November* One thousand eight hundred and forty-two, or any Ground on or before that Day enclosed or set apart and used as a Garden, Orchard, Nursery Ground, Yard, Paddock, Plantation, planted Walk or Avenue to a House.

Houses and  
enclosed  
Grounds not  
to be taken  
unless spe-  
cified in the  
Schedule.

CXXVI. And be it enacted, That, subject to the Provisions and Restrictions contained in this Act, it shall be lawful for the Company, for the Purpose of constructing the Railway, to execute any of the following Works; (that is to say,)

Works to be  
executed.

They may make or construct, in, upon, across, under, or over any Lands, Streets, Hills, Valleys, Roads, Railroads, or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters described on the said Plans, or mentioned in the said Books of Reference, or any Correction thereof, such temporary or permanent Inclined  
[Local.] 21 L Planes,

Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences, as they think proper ;

They may alter the Course of any navigable Rivers to the Extent shown upon the Plans deposited with the Clerks of the Peace and Parish Clerks respectively as herein-before mentioned ;

They may alter the Course of any Rivers not navigable, Canals, Brooks, Streams, or Watercourses, if necessary, for constructing and maintaining Tunnels, Bridges, Passages, or other Works over or under the same, and divert or alter, as well temporarily as permanently, the Course of any such Rivers or Streams of Water, Roads, Streets, or Ways, or raise or sink the Level of any such Rivers or Streams, Roads, Streets, or Ways, in order the more conveniently to carry the same over or under or by the Side of the Railway, as they may think proper ;

They may make Drains or Conduits into, through, or under any Lands adjoining the Railway, for the Purpose of conveying Water from or to the Railway ;

They may erect and construct such Houses, Warehouses, Offices, and other Buildings, Yards, Stations, Wharfs, Engines, Machinery, Apparatus, and other Works and Conveniences, as they think proper ;

They may from Time to Time alter, repair, or discontinue the before-mentioned Works, or any of them, and substitute others in their Stead ; and

They may do all other Acts necessary for making, maintaining, altering, or repairing and using the Railway :

Provided always, that in the Exercise of the Powers hereby granted the Company shall do as little Damage as can be, and shall make full Satisfaction, in manner herein provided, to all Parties interested, for all Damages by them sustained by reason of the Exercise of such Powers.

Breadth of Land for the Railway.

CXXVII. And be it enacted, That the Lands to be taken for the Line of the Railway shall not exceed the Breadth of Twenty-two Yards, without the Consent in Writing of the Owners and Occupiers of the Lands so required, except in the following Cases ; (that is to say,)

Except at or near the Termination of the Railway ;

Except on Commons, Downs, Moors, or unenclosed or Waste Grounds ;

And except where a greater Breadth shall be required for the following Purposes ; (that is to say,)

For Carriages to wait, load, or unload, and to turn or pass each other ;

For raising Embankments or Viaducts for crossing Valleys or Low Grounds ;

For Cuttings or Side Cuttings ;

For the Erection and Establishment of any fixed or permanent Machinery, Toll Houses, Warehouses, Depôts, Stations, Wharfs, Erections, or Buildings ; and

For the Purpose of any Side Road for agricultural or general Purposes :

And

And in any of the Cases aforesaid it shall be lawful for the Company to take and use a greater Breadth of Land than Twenty-two Yards; but in no Case shall the Breadth of Land so taken exceed One hundred Yards, except for Cuttings and Embankments, or any Depôt or Station connected with the Railway.

CXXVIII. And whereas other Railways may hereafter be projected to be carried across or near the Branch Railway by this Act authorized, be it therefore enacted, That nothing in this Act contained shall extend to prevent or impede any future Railway from communicating with or being made across the said Branch Railway, and it shall not be necessary to obtain the Consent of the said Company to any such Crossing or Communication: Provided always, that any such Crossing or Communication shall be subject to the Approval of the Lords of the Committee of Council for Trade and Foreign Plantations.

As to future Railways crossing the Branch.

CXXIX. And whereas the said Railway is intended to be constructed of such Width as to admit of the laying down thereon of a double Line of Rails, but it is not proposed in the first instance to lay down more than a single Line of Rails from *Northampton* to *Peterborough*; be it therefore enacted, That if at any Time after Twelve Months from the opening of the said Railway to the Public it shall appear to the Lords of Her Majesty's Committee of Council for Trade and Foreign Plantations that an additional Line of Rails is required for the Safety of the Public using the said Railway, then and in such Case the said Company shall and they are hereby required, upon receiving an Order to that Effect from the Lords of the said Committee, to lay down an additional Line of Rails upon the said Railway within such Time as shall be fixed by the Lords of the said Committee for the Purpose; and if it shall appear to the Lords of the said Committee that it would be expedient, with a view to the public Safety, that an electric Telegraph should be laid down on the said Line, then and in such Case the Company shall lay down such Telegraph on being required so to do by the Lords of the said Committee.

Empowering Board of Trade to compel the laying down of additional Line of Rails and an electric Telegraph.

CXXX. And whereas the Line of the said Railway, as laid down upon the Plans deposited with the several Clerks of the Peace, as herein-before mentioned, terminates in a Meadow in the Parish of *Fletton* in the County of *Huntingdon*, numbered Nine on the said Plans, adjoining to *Peterborough Bridge*, and the Road leading thereto, in which Meadow a Fair is annually held, and it is expedient to prevent any Obstruction to such Fair; be it therefore enacted, That it shall not be lawful for the said Company to take any Part of the said Meadow for the Purposes of the said Railway, or for making a Station therein, or for forming Approaches to the said Railway, without the Consent in Writing of the Dean and Chapter of the Cathedral Church of *Peterborough* (the Conservators of the said Fair) under their Common Seal first had and obtained.

For the Protection of the Dean and Chapter of *Peterborough*.

CXXXI. And

Company not to take more than Four Acres of Fletton Meadow adjoining Peterborough Bridge.

CXXXI. And be it enacted, That nothing in this Act contained shall authorize the Company (with the Consent of the said Dean and Chapter as aforesaid) to take any greater Quantity of the said Meadow in the Parish of *Fletton* aforesaid, numbered Nine on the said Plans, and adjoining to *Peterborough Bridge*, and the Road leading thereto, for the Purposes of the said Railway, than Four Acres at the West End thereof, abutting upon the Estate of the Earl *Fitzwilliam*, to be measured in a direct Line from the said River on the North to the Turnpike Road leading to *Oundle* on the South.

Protecting the Grand Junction Canal and Collateral Cut to Northampton.

CXXXII. And whereas the said Railway is intended to be carried over the Grand Junction Canal in the Parish of *Blisworth* in the County of *Northampton*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal, or to the free Navigation thereof; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Grand Junction Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal, or of the Collateral Cut to the Town of *Northampton*, or any Part thereof, or to divert any of the Waters therein, or which supply the said Canal or Collateral Cut, or to injure any of the Works of the said Canal or Cut; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway delineated in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Northampton*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works belonging to the said Grand Junction Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Grand Junction Canal Company in Writing under their Common Seal first had and obtained.

Directing Mode of erecting the Bridge over the Grand Junction Canal.

CXXXIII. And be it enacted, That in carrying the said Railway over the said Grand Junction Canal the said Railway Company shall and they are hereby required, at their own Expence, and to the Satisfaction of the Engineer for the Time being of the said Canal Company, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Bridge over the said Canal and the Towing Path thereto, with proper Approaches to such Bridge; and the Soffit of such Bridge shall be at least Ten Feet above the Top Water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing Path shall be less than Eight Feet above the said Top Water Level of the said Canal, and such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-one Feet for the Waterway, and Nine Feet for the Towing Path under such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such



Bridge over the said Grand Junction Canal, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge, and of the new Towing Path along the same, up to One Foot above the Top Water Level of the said Canal, and which Time for constructing the said Waterway shall not exceed Thirty Days, nor shall less than Twenty-one Feet for the said Waterway, and Nine Feet for the said Towing Path, be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge, and that the present Towing Path shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground made good, and properly gravelled, and open for the free Passage of Horses under such Bridge.

CXXXIV. And be it enacted, That if, by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridge over the said Grand Junction Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the Main Line of the said Canal or the Towing Path thereof shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than herein is prescribed, then and in any such Case the said Railway Company shall pay to the said Grand Junction Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or of Persons employed by the said Railway Company, the said Railway Company shall pay to the said Grand Junction Canal Company the Sum of Thirty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the said Railway Company, the said Grand Junction Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the Bridge to be erected for the said Railway over the said Grand Junction Canal, or the Towing Path Walls under the said Bridge, or the several Approaches, Side Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Grand Junction Canal Company to do the needful Repair, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein

In case of  
Obstruction  
to the Grand  
Junction  
Canal.

contained shall extend to prevent the said Grand Junction Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the Grand Junction Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Grand Junction Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Saving Rights  
of Commis-  
sioners of the  
Nen Naviga-  
tion.

CXXXV. And whereas the said Railway is intended to be carried over or near to the Eastern and Western Divisions of the *Nen* Navigation, and to the Locks, Stanches, Water Gates, Embankments, and other Works thereof, and it is expedient to provide against Obstructions and Injuries being occasioned thereby to the free Navigation of the said River; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Commissioners of the said Divisions of the said *Nen* Navigation respectively, or to authorize or empower the said Railway Company to alter the Line or Level of the said River, or the Towing Paths thereto, or any Part thereof, or to obstruct the Navigation of the said River, or any Part thereof, or to divert any of the Waters therein, or which now supply the said River, or to injure any of the Works thereof; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerk of the Peace for the County of *Northampton*, and with the Clerk of the Liberty of *Peterborough* respectively, by which Deviation any of the Locks, Stanches, Towing Paths, Bridges, Banks, Streams, Brooks, or Feeders, or any of the Works of and belonging to the said *Nen* Navigation, or any Part thereof respectively, shall be taken, used, damaged, or contracted, without the Consent in Writing of the Commissioners of the said Divisions of the said *Nen* Navigation respectively first had and obtained.

Provision as  
to Bridges  
over the *Nen*  
Navigation.

CXXXVI. And be it enacted, That in carrying the said Railway over the said *Nen* Navigation the said Company shall and they are hereby required, at their own Expence, to make, and at all Times for  
ever

ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over the said River and the Towing Path thereto, and the Soffit of each such Bridge shall be at least Eight Feet above the ordinary Top Water Level of the River throughout the whole of the Navigation Opening, and such Opening shall be left under each such Bridge of not less than Twenty-four Feet next to and including the Towing Path, and at Right Angles therewith, and, if necessary, the Width of each such Bridge shall be proportionably increased, and the River by the Side of the Towing Path be deepened and kept of a proper Depth, at the Expence of the said Railway Company, so as to form no Obstruction to the free Passage of the Water, and of the Barges or other Vessels navigating the River, and shall be completed to the Satisfaction of the said Commissioners respectively; and the said Company shall and they are hereby required, during the Progress of constructing each such Bridge over the said *Nen* Navigation, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said River of not less than Fourteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of each of the said Bridges, and a Towing Path of not less than Six Feet, properly gravelled and made good, fit for the Passage of Horses along the same, up to One Foot above the ordinary Top Water Level of the said River, and which Time shall not exceed Twenty-one Days.

CXXXVII. And be it enacted, That if, by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of any Bridge of the said *Nen* Navigation, or of any of the Side Cuts, Streams, or Brooks communicating therewith, or any of the Slopes, Banks, or Walls of the said Railway near the said River, it shall happen that the said *Nen* Navigation, or any of the Side Cuts, Streams, or Brooks communicating therewith, or the Towing Path thereof, shall be obstructed that the Boats, Barges, or other Vessels navigating or using the said River shall be delayed or impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein is prescribed, then and in every such Case the said Company shall pay to the said Commissioners of the Eastern or Western Division of the *Nen* Navigation (as the Case may be) double the Amount of the Loss or Damage thereby sustained, or in lieu thereof, and at the Option of the said Commissioners respectively, as or by way of ascertained Damages, the Sum of Forty Shillings for every Hour during which any such Delay or Impediment shall continue: Provided always, that if such Obstructions shall continue beyond Forty-eight consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the said Company, then and in every such Case the said Company shall pay to the said Commissioners the Sum of Five Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums (as the Case may be), on Demand

Penalties for obstructing the *Nen* Navigation.

made

made on the Treasurer or any Officer of the said Railway Company, the said Commissioners of the said Divisions of the said *Nen* Navigation respectively may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*; and in case the Bridges to be erected for the said Railway over the said *Nen* Navigation, or the Side Cuts, Streams, or Brooks communicating therewith, or any of them, or any Part thereof, shall not be kept in good Repair, or if the said River shall not be so deepened and kept of the proper Depth as aforesaid, it shall be lawful for the Commissioners of the said Divisions of the said *Nen* Navigation respectively to do the needful Repairs and Works, and to recover the Amount of the Expences thereof from the said Company, by Action of Debt or on the Case, with full Costs of Suit, to be taxed as between Attorney and Client, in any of Her Majesty's Courts of Record at *Westminster*: Provided also, that nothing herein contained shall extend to prevent the said Commissioners of the said Divisions of the said *Nen* Navigation respectively from recovering against the said Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Company, in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover special Damage accordingly; but in every Case where the Penalty or Penalties hereinbefore imposed shall have been paid by the said Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Commissioners of the said Divisions of the *Nen* Navigation respectively; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Company; and no Action shall be maintainable by the said Commissioners of the said Divisions of the *Nen* Navigation against the said Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Not to interfere with the Flow of Water to or from the *Nen* Navigation.

CXXXVIII. And be it enacted, That the said Company shall not in the Formation of the said Railway, or of any Wharfs or other Works to be made or done in pursuance of this Act, interfere with the Flow of the Water to or from the River *Nen* further than shall be unavoidably necessary; and the said Company shall and they are hereby required, at their own Expence, to make such Dams, Works, Culverts, Drains, Watercourses, or other Passages as shall be sufficient at all Times to prevent the Water being withdrawn from the said River by any of the Dykes, Culverts, or other Works of the said Railway, and to convey the Water from the Lands lying near or adjoining to the said River *Nen*, as clearly as before the Formation of the said Railway or any Wharf or other Works to be made or done in pursuance of this Act, without obstructing, im-

pounding, carrying away the same Water to the Prejudice of any of the said Lands or the said *Nen* Navigation, or the Mills adjoining the same; and all such Dams, Works, Culverts, Drains, Water-courses, or other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company.

CXXXIX. And be it enacted, That whenever the Railway shall cross the River *Nen* the same shall be constructed upon Piles for a Distance of One hundred Yards at the least, including the Bridge over the said River.

Railway to be made on Piles in crossing the River.

CXL. And be it enacted, That if at any Time after the said Railway shall have been completed any Injury or Damage shall arise to the said *Nen* Navigation from the Formation of the Bridges, Embankments, Ditches, Culverts, or other Works of the said Railway which may not have been foreseen or provided for by this Act, the said Company shall make good and repair such Injury or Damage immediately after the Discovery thereof, and also make full Compensation for such Injury or Damage, and shall also take such Measures for the Prevention of any future Injury, as shall be deemed necessary by some competent Engineer or Engineers to be chosen by the Commissioners of the said Divisions of the said *Nen* Navigation respectively and the said Company, such Damage and Compensation to be recovered by all or any of the Ways or Means by which any Damage or Compensation is made recoverable by this Act; and all Works which are to be done in respect of the said Navigation shall be done to the Satisfaction of the respective Surveyors to the said Commissioners thereof respectively.

The Company to make good all Injury occasioned by the Works of the Railway to the *Nen* Navigation.

CXLI. And be it enacted, That it shall be lawful for the said Commissioners of the said Divisions of the said *Nen* Navigation respectively to sue and be sued in the Name of their several and respective Clerks, for and in respect of all such Matters and Things touching or concerning the said Railway as shall in any Manner relate to the said Divisions of the said *Nen* Navigation or the Commissioners or Proprietors thereof; and that for the Purposes of this Act the Towing Paths, Lands, and other Property of and belonging to the said Divisions of the said *Nen* Navigation shall be considered as vested in the Commissioners thereof respectively.

Commissioners of the River *Nen* may sue in the Name of their several Clerks.

CXLII. And be it enacted, That all and every the Powers and Remedies which by this Act are given to, or which shall require to be exercised by or on behalf of, the said Commissioners of the Western Division of the *Nen* Navigation, and all Acts which shall require to be done in respect of the said Division of the said Navigation, shall and may be respectively done, performed, and exercised by any Three or more of the said Commissioners, who shall from Time to Time be chosen for the Purposes of this Act at any Meeting of the said Commissioners duly called for the Transaction of the Business of the said Division of the said Navigation; and the said Three Commissioners so chosen as aforesaid are

Powers given to Commissioners of *Nen* Navigation may be exercised by any Three of them.

hereby authorized to make and enter into all such Agreements and Arrangements as may be necessary for the Purposes of this Act.

Five Commissioners of the Eastern Division of the Nen Navigation may act.

CXLIII. And be it enacted, That it shall be lawful for Five Commissioners of the Eastern Division of the said *Nen* Navigation, at their Meetings duly assembled, to do, perform, and execute all the Powers and Authorities herein-before conferred upon the said Commissioners; and all Acts, Matters, and Things done and performed by any Five of such Commissioners shall be valid and effectual to all Intents and Purposes whatsoever.

In case any Powers ought to be exercised by Thomas Atkinson, Esquire, the Undertaker of Part of the River.

CXLIV. And whereas by virtue of the Acts relating to the said Navigation certain Powers, Rights, and Privileges are conferred upon the Undertakers for improving and maintaining the said Navigation: And whereas *Thomas Atkinson* Esquire is Undertaker for or Proprietor of Part of the Eastern Division of the said Navigation; be it enacted, That in all Cases in which by virtue of any Provisions of this Act any Power, Right, or Privilege is to be exercised, or any Matter or Thing done by, or any Sum of Money paid to, the Commissioners of the said Eastern Division, and in which Cases, by virtue of the Acts relating to the said Navigation, such Power, Right, or Privilege, Matter or Thing, could or ought to be exercised or done by, or such Sum of Money be paid to, the said *Thomas Atkinson*, as Undertaker or Proprietor of Part of the said Division, the same respectively shall be exercised or done by and such Sum shall be paid to the said *Thomas Atkinson*, as such Undertaker or Proprietor, his Heirs or Assigns; and nothing in this Act contained shall extend to prejudice the Rights and Powers enjoyed or to be enjoyed by the said *Thomas Atkinson* as such Undertaker or Proprietor, his Heirs or Assigns.

In case of Injury to Drainage or Irrigation, or to Mill-owners, the Question of Damage to be referred to Arbitrators.

CXLV. And be it enacted, That if the Owner of any Land or Mill shall consider that the Works of the said Company cause any Injury or Damage to the Drainage or Irrigation of his Land, or to the Passage of Water to or from his Mill, such Owner may require the Company to refer the Question of such Injury or Damage to the Arbitration of Two Engineers, or their Umpire, as hereafter provided, with regard to other Cases of Arbitration arising under this Act; and the Expence of such Arbitration shall be defrayed by the Company, unless such Arbitrators or their Umpire shall determine that no Injury or Damage has been sustained by such Owner, in which Case each Party shall bear their own Expences, and shall equally defray the Expences of such Arbitrators and Umpire.

Powers of such Arbitrators.

CXLVI. And be it enacted, That the said Arbitrators or their Umpire shall have Power to direct any Alteration in the existing Works of the Company, and to award Compensation for any Injury or Damage sustained in consequence of such Works, as the Case may require.

Dykes, &c. in connexion with the

CXLVII. And whereas the Lands in the Valley of the *Nene* are at present insufficiently drained, and Apprehensions are entertained that

that the more perfect Drainage and Irrigation thereof may be impeded by the Works of the said Railway; for Prevention whereof be it enacted, That all the Dykes, Culverts, and Openings connected with the said Railway shall be available, by the Owners of Lands in the said Valley, for the Purposes of the Drainage and Irrigation of such Lands; and if such Owners, or any of them, shall hereafter unite in any Scheme for the general Drainage and Irrigation of the said Valley or any Part thereof, such Owners may require the Company to refer any Question in dispute as to the Use of such Dykes, Culverts, and Openings for the Purpose of such Drainage or Irrigation to the Arbitration of Two Engineers or their Umpire, as herein-after provided with reference to other Cases of Arbitration arising under this Act.

Railway may be used for the Drainage or Irrigation of adjoining Lands.

CXLVIII. And for the Purpose of providing as to the Determination of any Dispute authorized or directed by this Act to be settled by Arbitration, be it enacted, That within Two Months after any such Dispute shall have arisen, or within One Month after any Person hereby authorized to demand an Arbitration shall have given Notice to the other Party, each Party shall, in Writing, nominate and appoint an Arbitrator to whom such Dispute shall be referred; and after such Appointments shall have been made neither Party shall have Power to revoke any such Appointment without the Consent of the other; and if for the Space of Two Months after any such Dispute shall have arisen, and after a Request in Writing shall have been made from the other Party to appoint an Arbitrator, either Party fail to appoint such Arbitrator, then upon such Failure the Party making the Request, and having himself appointed an Arbitrator, may appoint such Arbitrator to act on behalf of both Parties, and such Arbitrator may proceed to hear and determine the Matters which shall be in dispute, and in such Case the Award or Determination of such single Arbitrator shall be final.

Arbitrators to be appointed within Two Months after the Dispute, or One Month after Demand.

CXLIX. And be it enacted, That if before the Matters so referred shall be determined any Arbitrator appointed by either Party die, or become incapable or refuse or neglect to act as Arbitrator, the Party by whom such Arbitrator was appointed may nominate and appoint in Writing some other Person to act in his Place; and if for the Space of One Month after Notice in Writing from the other Party for that Purpose he fail to do so, the remaining or other Arbitrator may proceed *ex parte*; and every Arbitrator so to be substituted as aforesaid shall have the same Powers and Authorities as were vested in the former Arbitrator at the Time of such his Death, Refusal, or Disability as aforesaid.

Vacancy of Arbitrator to be supplied.

CL. And be it enacted, That before proceeding upon the said Reference such Two Arbitrators shall nominate and appoint an Umpire, and the Decision of such Umpire on the Matters so referred shall be final in case of Difference between the Arbitrators.

Appointment of Umpire.

CLI. And be it enacted, That such Arbitrators or their Umpire may call for the Production of any Documents in the Possession or Power of either Party which they or he may think necessary for determining

Power of Arbitrator to call for Books, &c.

determining the Question in dispute, and may examine the Parties or their Witnesses on Oath, and administer the Oaths necessary for that Purpose.

Award.

CLII. And be it enacted, That the Award of such Arbitrators or their Umpire shall have the same Force and Effect, and may be enforced in the same Manner, to all Intents and Purposes, as if the same had been made in pursuance of a Rule of any of Her Majesty's Courts of Record at *Westminster*.

Power to take temporary Possession of Land without previous Payment of Price.

CLIII. And be it enacted, That, subject to the Provisions herein contained, it shall be lawful for the Company, at any Time before the Expiration of the Period by this Act limited for the Completion of the Railway, without making any previous Payment, Tender, or Deposit, to enter upon and use any existing private Roads, not being more than Five hundred Yards distant from the Centre of the Railway, and also to enter upon any Lands, not being more than Two hundred and fifty Yards distant from the Centre of the Railway, and not being a Garden, Orchard, Park, Plantation, planted Walk, Avenue, or Ground planted and set apart as a Nursery for Trees, and not being nearer than Five hundred Yards to the Mansion House of the Owner of any such Lands, and to occupy the said Lands during the Construction or Repair of the Railway, and to use the same for any of the following Purposes; (that is to say,)

For the Purpose of taking Earth or Soil by Side Cuttings therefrom;

For the Purpose of making Spoil Banks;

For the Purpose of obtaining Materials therefrom for the Formation of the Railway; or,

For the Purpose of forming Roads thereon to or from the Railway:

And in exercise of the Powers aforesaid it shall be lawful for the Company to deposit and also to manufacture and work upon such Lands Materials of every Kind used in constructing the Railway, and also to dig and take from out of any such Lands any Clay, Stone, Gravel, Sand, or other Things that may be found therein useful or proper for constructing the Railway or any such Roads as aforesaid.

Company to give Notice previous to such temporary Possession.

CLIV. And be it enacted, That in case any such Lands shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials for the Construction or Repair of the Railway, the Company shall, before entering thereon, (except in the Case of Accident to the Railway requiring immediate Reparation,) give Six Weeks Notice in Writing to the Owners and Occupiers of such Lands of their Intention to enter upon the same for such Purposes; and in case the said Lands are required for any of the other Purposes hereinbefore mentioned, the Company shall (except in the Case aforesaid) give Ten Days like Notice thereof; and the Company shall in such Notices respectively state the Substance of the Provisions hereinafter contained respecting the Right of such Owner or Occupier to require the Company to purchase any such Lands, or to receive Compensation for the temporary Occupation thereof, as the Case may be,

CLV. And



CLV. And be it enacted, That if such Lands are required for any of the Purposes in respect of which a Notice of Six Weeks is herein-before required to be given, it shall be lawful for the Owner or Occupier thereof, within Ten Days after Service of such Notice, to object to the Company making use of such Lands, on the ground that other Lands lying contiguous thereto, and being such as the Company are herein-before authorized to use for the Purposes aforesaid, might be more beneficially occupied for such Purposes by the Company; and in such Case, if the Company shall refuse to occupy such other Lands in lieu of those mentioned in the Notice, it shall be lawful for Two Justices, on the Application of such Owner or Occupier, to summon the Company and the Owners and Occupiers of such other Lands to appear before them at any Time, not being more than Fourteen Days after such Application, nor less than Seven Days from the Service of such Summons; and on the hearing pursuant to such Summons it shall be lawful for such Justices to determine summarily which of the said Lands shall be occupied by the Company for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

Owner may object that other Lands ought to be taken.

CLVI. Provided always, and be it enacted, That if it shall appear to such Justices, upon the Inquiry before them, that the Lands of any other Party not summoned before them, being sufficient in Quantity, and such as the Company are herein-before authorized to take or use for the Purposes aforesaid, would be more suitable to be used by the Company than the Lands of the Person who shall have been so summoned as aforesaid, it shall be lawful for the said Justices to adjourn such Inquiry, and to summon such other Person to appear before them at any Time, not being more than Fourteen Days from such Inquiry, nor less than Seven Days from the Service of such Summons, and on the hearing of such last-mentioned Summons to determine finally which Lands shall be occupied or used for the Purposes aforesaid, and to authorize the Company to occupy the same accordingly.

Justices may summon other Owners before them.

CLVII. And be it enacted, That before entering upon any such Lands as shall be required for Spoil Banks or for Side Cuttings, or for obtaining Materials as aforesaid, the Company shall, if required by the Owner or Occupier thereof, Seven Days at least before the Expiration of the Notice to take such Lands as herein-before mentioned, find Two sufficient Persons, to be approved of by a Justice in case the Parties differ, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation as may become payable in respect of the same in manner herein mentioned.

The Company to give Sureties for Payment of Compensation, if required.

CLVIII. And be it enacted, That before the Company shall use any such Lands for any of the Purposes aforesaid they shall, if required so to do by the Owner or Occupier thereof, separate the same by a sufficient Fence from the Lands adjoining thereto.

Company to separate the Lands before using them.

CLIX. And be it enacted, That where the Company shall, in exercise of the Powers aforesaid, enter upon any Lands for the Purpose

Owners of Lands may compel

Company to purchase Lands so temporarily occupied.

pose of making Spoil Banks or Side Cuttings thereon, or for obtaining Materials for the Construction or Repair of the Railway therefrom, it shall be lawful for the Owners or Occupiers of such Lands, having such Estates or Interests therein as under the Provisions herein-before mentioned would enable them to sell or convey Lands to the Company, at any Time during the Possession of any such Lands by the Company, and before such Owners or Occupiers shall have accepted Compensation from the Company in respect of such temporary Occupation, to serve a Notice in Writing on the Company, requiring them to purchase the said Lands, or their Estates and Interests therein respectively, and in such Notice such Owners or Occupiers shall set forth the Particulars of their Estate or Interest in such Lands, and the Amount of their Claim in respect thereof; and the Company shall thereupon be bound to purchase the said Lands, or the Estate and Interest therein of the Parties serving such Notice; and the Value of such Lands, and the Compensation payable therefor to such Owners and Occupiers shall, in case of Difference, be determined as in other Cases of disputed Compensation under this Act.

Compensation to be made for temporary Occupation.

CLX. And be it enacted, That where in any of the Cases aforesaid the Company shall not be required to purchase such Lands, and in all other Cases where they shall take temporary Possession of Lands by virtue of the Powers herein granted, it shall be incumbent on the Company, within One Month after their Entry upon such Lands, upon being required so to do, to pay to the Occupier of the said Lands the Value of any Crop or Dressing that may be thereon, and to agree with the Owner and Occupier thereof for the Payment of an annual Sum by way of Rent during the Occupation thereof, and also within Six Calendar Months after they shall have ceased to occupy the said Lands, and not later than Six Calendar Months after the Expiration of the Time by this Act limited for the Completion of the Railway, to pay to such Owner and Occupier Compensation for any permanent Damage or Injury that may have been done to the said Lands in the Exercise of the Powers herein-before granted; and the Amount of such permanent Damage shall, in case of Difference, be determined as in other Cases of disputed Compensation under this Act; and the Value of any Crop or Dressing which may be on the said Lands, and the Rent payable in respect thereof during the Possession of the Company, whatever the Amount of Claim in respect of the same may be, shall, in case of Difference, be determined as other Cases of disputed Compensation under Fifty Pounds are determinable under this Act.

Bonds for Costs of Trial by Jury in case of temporary Damage.

CLXI. Provided always, and be it enacted, That if any Party entitled to Compensation in respect of Damage temporarily sustained shall require to have the Amount of such Compensation determined by a Jury, he shall, before requiring the Company to issue their Warrant, as herein-before provided, for causing such Jury to be summoned, enter into a Bond to the Company, with Two sufficient Sureties, in the penal Sum of Two hundred Pounds, duly to prosecute his Claim, and to bear such Part of the Costs, if any, incidental to the Inquiry, as he shall be required to pay under the Provisions of this Act in that Behalf.

CLXII. And

CLXII. And be it enacted, That it shall be lawful for the Company, for the Purpose of constructing the Railway, to raise, sink, or otherwise alter the Position of any of the Watercourses, Water Pipes, or Gas Pipes belonging to any of the Houses adjoining or near to the Railway, and also the Mains and other Pipes laid down by any Company or Society who may furnish the Inhabitants of such Houses or Places with Water or Gas, and also to remove all other Obstructions to such Construction, so as the same respectively be done with as little Detriment and Inconvenience to the said Company, Society, or Inhabitants as the Circumstances will admit, and be done under the Superintendence of the several Commissioners or Trustees or Persons having Control of the Pavements, Sewers, Roads, Streets, Highways, Lanes, and other public Passages and Places within the Parish or District where such Mains, Pipes, or Obstructions shall be situate, or of their Surveyor; but it shall not be lawful for the Company to alter the Position of any Pipes so as to lay the same contrary to the Regulations of any Act of Parliament relating thereto.

Alteration  
of Water and  
Gas Pipes,  
&c.

CLXIII. And be it enacted, That if by any such Operations as aforesaid the Company shall interrupt the Supply of any Water or Gas they shall forfeit Five Pounds for every Day that such Supply shall be so interrupted; and such Penalty shall be appropriated to the Benefit of the Poor of the Parish in which such Obstruction shall occur, and in such Manner as the Overseers of the Poor of the Parish shall direct.

Penalty for  
obstructing  
Supply of  
Gas or  
Water.

CLXIV. And be it enacted, That in all Cases where the said Railway shall cross any Turnpike Road or public Highway on a Level the said Company shall erect and at all Times maintain good and sufficient Gates on each Side of such Turnpike Road or public Highway, where the said Railway shall communicate therewith, and shall employ proper Persons to open and shut such Gates, so that the Persons, Carts, and Carriages passing along such Turnpike Road or public Highway shall not be exposed to any Danger or Damage by the passing of any Carriages or Engines along the said Railway; and such Gates shall be constantly closed across each End of such Turnpike Road or public Highway, except during the Time when Horses, Cattle, Carts, or Carriages passing along such Turnpike Road or public Highway shall have to cross such Railway; and such Gates shall be of such Dimensions and so constructed, as, when closed across the End of such Turnpike Road or public Highway, to fence in the Railway, and prevent Cattle or Horses passing along the Road from entering upon the Railway while the Gates are closed; and the Person intrusted with the Care of such Gates shall cause the same to be closed as soon as such Horses, Cattle, Carts, or Carriages shall have passed through the same, under a Penalty of Forty Shillings for any Default therein: Provided always, that it shall be lawful for the Lords of the Committee of Her Majesty's Privy Council appointed for Trade and Foreign Plantations, in any Case in which they are satisfied that it will be more conducive to the public Safety that the Gates on any Level crossing over any such Turnpike Road or public Highway should be kept closed across the Railway, to order and direct that such Gates shall be kept so closed,

Provision in  
Cases where  
Roads crossed  
on a Level.

closed, instead of across the Road; and in such last-mentioned Case such Gates shall be kept constantly closed across the Railway, except when Engines or Carriages passing along the said Railway shall have Occasion to cross the said Road, in the same Manner and under the like Penalty as above directed with respect to the Gates being kept closed across the said Road.

As to crossing of Turnpike Roads adjoining Stations.

CLXV. And be it enacted, That where the said Railway crosses any Turnpike Road on the Level adjoining to a Station all Trains on the said Railway shall be made to stop before arriving at such Turnpike Road, and shall not cross the same at any greater Rate of Speed than Four Miles an Hour; and the said Company shall be subject to and shall conform to and abide by all such Rules and Regulations, with regard to such Crossings, as may from Time to Time be made by the said Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations.

As to crossing of Road to Milton.

CLXVI. And be it enacted, That in carrying the said Railway across the private Road leading from the Park and Mansion called *Milton* (in the Parish of *Castor*) to *Alwalton* it shall be lawful for the Company to construct the said Railway on the Level of the said Road, provided the several Parties interested in the Lands in or through which the Section of the said Railway deposited as aforesaid would require to be altered for the Purpose be previously obtained, and in that Case the said Company shall erect and maintain sufficient Lodges and Gates at the Point of crossing as in other Cases where the said Railway crosses Highways on the Level; and the said Company shall appoint the Gatekeeper to whom the Charge of the said Gate shall be confided, on the Nomination of the Owner for the Time being of *Milton Park*, such Gatekeeper being nevertheless in all things the Servant of the Company, and subject to Dismissal by them for Misbehaviour or other sufficient Cause.

Bridges over Roads.

CLXVII. And be it enacted, That every Bridge to be erected for the Purpose of carrying the Railway over any Road shall be built in conformity with the following Regulations; (that is to say,)

The Width of the Arch shall be such as to leave thereunder a clear Space of not less than Thirty-five Feet if the Arch be over a Turnpike Road, and of Twenty-five Feet if over a public Carriage Road, and of Twelve Feet if over a private Road:

The clear Height of the Arch from the Surface of the Road shall be not less than Sixteen Feet for a Space of Twelve Feet if the Arch be over a Turnpike Road, and Fifteen Feet for a Space of Ten Feet if over a public Carriage Road; and in each of such Cases the clear Height at the springing of the Arch shall not be less than Twelve Feet:

The clear Height of the Arch for a Space of Nine Feet shall not be less than Fourteen Feet over a private Carriage Road:

The Descent under the Bridge shall not exceed One Foot in Thirty Feet if the Bridge be over a Turnpike Road, One Foot in Twenty Feet if over a public Carriage Road, and One Foot in Sixteen Feet if over a private Carriage Road or Occupation Way.

CLXVIII. And

CLXVIII. And be it enacted, That every Bridge erected for carrying any Road over the Railway shall be built in conformity with the following Regulations; (that is to say,)

Bridges over Rawilay.

There shall be a good and sufficient Fence on each Side of the Bridge of not less Height than Four Feet:

The Road over the Bridge shall have a clear Space between the Fences thereof of Thirty-five Feet if the Road be a Turnpike Road, and Twenty-five Feet if a public Carriage Road, and Twelve Feet if a private Road:

The Ascent shall not be more than One Foot in Thirty Feet if the Road be a Turnpike Road, One Foot in Twenty Feet if it be a public Carriage Road, and One Foot in Sixteen Feet if it be a private Carriage Road.

CLXIX. Provided always, and be enacted, That in all Cases where any existing Roads are of less Width at the Points of crossing the same than the Width herein-before prescribed for Bridges over or under the said Railway, then and in such Case the Width of such Bridges need not be greater than the Width of such Roads, but so nevertheless that such Bridges be not of less Width in the Case of a Turnpike Road or public Highway than Twenty Feet.

The Width of the Bridges need not exceed the Width of Roads in certain Cases.

CLXX. And be it enacted, That if, in the Exercise of the Powers by this Act granted, any Part of any Road, whether Carriage Road, Horse Road, Tramroad, or Railway, either public or private, be found necessary to be gone across, cut through, raised, sunk, or taken, so that it will be so much injured thereby as to be impassable for or dangerous to Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the Company shall, before the Commencement of any such Operations, cause a sufficient Road to be made instead of the Road to be interfered with; and such substituted Road shall, at the Expence of the Company, be made and maintained in a State as convenient for Passengers and Carriages as the Road so interfered with, or as nearly so as can be.

Before Roads be interfered with others to be substituted.

CLXXI. And be it enacted, That if the Company do not cause another sufficient Road to be so made before they interfere with any such existing Road as aforesaid they shall forfeit Twenty Pounds for every Day during which such substituted Road shall not be made after the existing Road shall have been interrupted; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of such Road, if a public Road, or, in case of a private Road, to the Owner thereof, and when paid in respect of any public Road shall be applied for the Purposes thereof.

Penalty for not substituting a Road.

CLXXII. And be it enacted, That if such former Road as aforesaid cannot be restored compatibly with the Formation and Use of the Railway, the Company shall cause such new Road to be put into a permanently substantial Condition, equally convenient as the Road for which the same is substituted; and if such former Road can be restored compatibly with the Formation and Use of the Railway, such Restoration shall be made, and the former Road shall be re-

Period for Restoration of Roads interfered with.

stored, or the substituted Road shall be put into such Condition as aforesaid, as the Case may be, within the following Periods after the first Operation on the former Road shall have been commenced, unless the Trustees or Parties having Charge of the Road to be restored by Writing under their Hands consent to an Extension of the Period, and in such Case within such extended Period, (that is to say,) if the Road be a Turnpike Road within Six Months, and if the Road be not a Turnpike Road within Twelve Months.

Penalty for failing to restore Road.

CLXXIII. And be it enacted, That if any such Road be not restored, or the substituted Road be not completed, within the Period herein-before fixed for that Purpose, the Company shall forfeit Twenty Pounds for every Day after the Expiration of that Period during which such Road shall not be so restored, or the substituted Road be not completed, in such Condition as aforesaid; and such Penalty shall be paid to the Trustees, Commissioners, Surveyor, or other Person having the Management of the Road interfered with by the Company, if a public Road, and be applied for the Purposes of such Road, or, if a private Road, the same shall be paid to the Owner thereof; and every such Penalty shall be recoverable by Action in any of the Superior Courts.

Company to repair Roads used by them other than Turnpike Roads.

CLXXIV. And be it enacted, That if in the course of making the Railway the Company shall use or interfere with any Road not being a Turnpike Road, and whether a public or private Road, they shall maintain the same in as good a State of Repair as such Road was in at the Time when the Company began to use the same, and shall leave the same in such State of Repair at the Conclusion of their Use thereof; and if any Difference arise as to the State of any such Road, either before or after the Use thereof by the Company, the Question shall be referred to the Determination of Two Justices; and such Justices may direct such Improvements or Repairs to be made in the State of such Road, and within such Period, as they think reasonable, and may impose on the Company, for not carrying into effect such Improvements or Repairs, any Penalty, not exceeding Five Pounds *per* Day, as to such Justices shall seem just.

Screen for Turnpike Roads.

CLXXV. And be it enacted, That if the Commissioners or Trustees of any Turnpike Road apprehend Danger to the Passengers on such Road in consequence of Horses being frightened by the Sight of the Engines or Carriages travelling upon the Railway, it shall be lawful for such Commissioners, Trustees, or any Person duly authorized by them, to make Complaint thereof to Two Justices, and thereupon such Justices shall summon the Secretary of the Company to answer such Complaint; and if it appear to such Justices that the Complaint is reasonable, then they shall order the Company to commence within a certain Time, and to complete within a certain other Time, to be appointed by such Justices, any Works in the Nature of a Screen near to or adjoining the Side of such Turnpike Road which such Justices may think reasonable; and after Notice of such Order served upon the Company the Company shall proceed to act in obedience to such Order.

CLXXVI. And

CLXXVI. And be it enacted, That if the Company shall neglect to commence such Works within the Time appointed by such Justices in that Behalf they shall forfeit Twenty Pounds for every Day during which they do not so commence; or if, having commenced, they shall not continue from Day to Day duly to execute such Works until the Completion thereof they shall forfeit Twenty Pounds for every Day during which they do not so proceed in the Execution of such Works; and if the Company shall not complete such Works within the Time in that Behalf appointed by such Justices they shall forfeit Twenty Pounds for every Day during which such Works shall remain uncompleted beyond the Time so appointed for their Completion; and every such Penalty shall be recoverable by the Commissioners or Trustees of such Turnpike Road by Action in any of the Superior Courts.

Penalty for failing to construct the Works.

CLXXVII. And be it enacted, That the Company shall make convenient Ascents and Descents, where required, for every Footway crossed by the said Railway.

Crossing of Footways.

CLXXVIII. And for the Purpose of making Provision respecting Works required for the Accommodation of the Owners and Occupiers of Lands adjoining the Railway, be it enacted, That after any Part of the Railway shall have been formed, and during the Construction thereof, the Company shall make the following Works, at the Times herein-after mentioned; (that is to say,)

Works to be erected by the Company for the Protection and Accommodation of adjoining Lands.

Such and so many convenient Gates upon or adjoining the Railway as shall be necessary for the Purpose of making good any Interruptions caused by the Railway to the Use of the Lands through which the Railway shall be made, and protecting such Lands from Trespass, or the Cattle of the Owners or Occupiers thereof from straying thereout, by reason of the Railway; and also such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Sides of or leading to or from the Railway as shall be necessary for the above Purposes; and such Works shall be made forthwith after the Part of the Railway passing over such Lands shall have been laid out or formed:

Also sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences for separating the Land taken for the Use of the Railway from the adjoining Lands not taken, with all necessary Gates, made to open towards such adjoining Lands, and not towards the Railway, and all necessary Stiles; and such Works shall be made forthwith after the taking of any such Lands, if the Owners thereof shall so require:

Also all necessary Arches, Tunnels, Culverts, Drains, or other Passages, either over or under or by the Sides of the Railway, of such Breadth, Depth, and Dimensions as will be sufficient at all Times to convey the Water as clearly from the Lands lying near to the Railway as before the making of the Railway; and such Works shall be made from Time to Time:

Also proper Watering Places for Cattle where by reason of the Railway the Cattle of any Person occupying any Lands lying near thereto shall be deprived of Access to their former Watering

Watering Places ; and such Watering Places shall be so made as to be at all Times as sufficiently supplied with Water as theretofore, and as if such Railway had not been made ; and for that Purpose the Company shall make Watercourses and Drains by the Side of, along, or under the Railway, or in, through, or over or across any Lands thereto adjoining, of sufficient Number and Dimensions, and in a sufficient Manner, and with proper and convenient Bridges over and Tunnels under the same respectively, for the Purpose of conveying Water to the said Watering Places :

Provided always, that the Company shall not be required to make such Accommodation Works in such a Manner as would prevent or obstruct the working or using of the Railway, nor to make any Bridge over the said Railway in any Place where the Railway is on an Embankment or upon the Surface of the Ground.

Accommodation Works to be made and continued at the Expence of the Company.

CLXXIX. And be it enacted, That all Accommodation Works to be made as aforesaid shall be made at the Expence of the Company, and at all Times thereafter the Company shall, at their own Expence, maintain in sufficient Repair and in proper Condition the Works so made by them ; and for the Purpose of enabling the Company to execute such Works, and to keep them in repair, it shall be lawful for the Company, according to the Provisions herein-before contained respecting the temporary Occupation of Lands by the Company, their Agents or Workmen, to enter into any Lands adjoining or near to the Railway, and load and carry the requisite Materials, in Carts and otherwise, upon and over such Lands, doing as little Damage as can be, and making full Compensation for any Damage done, to the Owner or Occupier of such Lands.

Differences as to Accommodation Works to be settled by Justices.

CLXXX. And be it enacted, That if any Difference arise respecting the Kind of any such Accommodation Works required, or the Number of each Kind, or the Dimensions of the Works, or the Manner of executing them, or respecting the maintaining thereof, the same shall be determined by Two Justices, on the Application of any Owner or Occupier of Lands intersected or otherwise affected by the Railway, or of any other Person having a Right of Way interrupted thereby ; and such Justices shall also appoint the Time within which such Works shall be executed by the Company.

Execution of Works by Owners on Default by the Company.

CLXXXI. And be it enacted, That if, for Twenty Days next after the Time appointed by such Justices for the Execution or Repair (as the Case may be) of any such Accommodation Works, the Company fail to execute or to repair (as the Case may be) any such Accommodation Works, it shall be lawful for the Owners or Occupiers of the adjoining Lands, aggrieved by such Failure, themselves to execute such Works or Repairs ; and the reasonable Expences of executing or repairing such Accommodation Works shall be repaid by the Company to the Owners or Occupiers by whom the same shall have been executed or repaired ; and if there be any Dispute about such Expences the same shall be settled by Two Justices ; and if such Expences be not repaid within Five Days after the same shall have been settled by such Justices, and after an Account thereof shall



shall have been delivered to the Company, and Demand thereof made upon the Company, the same may be levied by Distress, and such Justices shall issue their Warrants accordingly: Provided always, that no such Owner or Occupier shall obstruct or injure the Railway, or any of the Works connected therewith, for a longer Time, nor use them in any other Manner, than is unavoidably necessary for the Execution or Repair of such Accommodation Works.

CLXXXII. And be it enacted, That if any of the Owners or Occupiers of Lands affected by such Railway shall consider the Accommodation Works made by the Company, or directed by such Justices to be made by the Company, insufficient for the commodious Use of their respective Lands, it shall be lawful for any such Owner or Occupier to make Works for that Purpose, but such Works shall not be executed without the Consent of the Company, or, if such Consent be withheld, without the Authority of Two Justices; and for the Purpose of obtaining such Consent such Owner or Occupier shall make a Request in Writing to the Company; and if the Company refuse, or for Ten Days after such Request delay to give such Consent, it shall be lawful for such Owner or Occupier to make Application to such Justices; and thereupon, after hearing the Company, or without hearing them, if no Person attend on their Behalf after Notice for that Purpose, such Justices may either give or withhold their Authority for such Works being made as they shall think fit.

Owners of Lands may make additional Accommodation Works.

CLXXXIII. And be it enacted, That if the Company so desire all such last-mentioned Accommodation Works shall be constructed under the Superintendence of their Engineer, and according to Plans and Specifications to be submitted to and approved by such Engineer; nevertheless the Company shall not be entitled to require either that Plans should be adopted which would involve a greater Expence than that incurred in the Execution of similar Works by the Company, or that the Plans selected should be executed in a more expensive Manner than that adopted in similar Cases by the Company.

Such Works to be constructed under Superintendence of the Company's Engineer.

CLXXXIV. And be it enacted, That if, on the Application by the Owner or Occupier of Lands to any Two Justices respecting the Execution of any such Accommodation Works, such Justices decide in favour of such Owner or Occupier, they may also award such reasonable Costs to such Owner or Occupier for his Loss of Time, Trouble, and Expence in making such Application as to such Justices shall seem proper, and the Circumstances of the Case shall warrant; and such Costs shall be recoverable by the Party entitled thereto as Damages to a small Amount are herein made recoverable.

Costs of Application to Justices.

CLXXXV. And be it enacted, That the Company shall not be compelled to make any further or additional Accommodation Works for the Use of Owners and Occupiers of Land adjoining the Railway after Ten Years from the passing of this Act.

Accommodation Works not to be required after Ten Years.

CLXXXVI. And be it enacted, That until the Company shall have made the Bridges or other proper Communications required to be made by them between Lands intersected by the Railway, and

Owners to be allowed to cross until Works made

no longer, the Owners and Occupiers of such Lands, and any other Persons whose Right of Way shall be affected by the Want of such Communication, and their respective Servants, may at all Times freely pass and repass, and lead and conduct any Horse or other Animal directly (but not otherwise) across the Part of the Railway made in or through their respective Lands, solely for the Purpose of occupying the same Lands, or for the Exercise of such Right of Way, and so as not to obstruct the Passage along the Railway, or to damage the same; nevertheless, if the Owner of any such Lands have in his Arrangements with the Company received or agreed to receive Compensation for or on account of any such Communications, instead of the same being formed, such Owner, or those claiming under him, shall not cross the Railway from one Part to the other Part of the Lands so severed otherwise than by a Bridge or other Communication made at the Charge of such Owner, or those claiming under him, and approved by the Company.

Penalty for obstructing Construction of Railway.

CLXXXVII. And for preventing any Obstruction to the Construction of the Railway, be it enacted, That if any Person wilfully obstruct any Person acting under the Authority of the Company in setting out the Line of the Railway, or pull up or remove any Poles or Stakes driven into the Ground for the Purpose of setting out the Line of the Railway, or deface or destroy any Marks made for the same Purpose, he shall forfeit Five Pounds for every such Offence.

Materials to vest in the Company for Purposes of Prosecution.

CLXXXVIII. And be it enacted, That during the Execution of any Contract made with the Company the Works in course of being done under such Contract, and all the Materials of every Description brought upon or near such Works for the Purpose of being used in the Execution of such Contract, shall, in all Indictments or other Criminal Proceedings instituted by them for the Purpose of rectifying the same, be held to be the Property of the Company.

Land Tax and Poor's Rate to be made good.

CLXXXIX. And for the Purpose of providing against Deficiencies in the Assessments for Land Tax or Poor's Rate occasioned by the making of the Railway in the several Parishes wherein the same or any Part thereof may be situate, be it enacted, That if the Company become possessed, by virtue of this Act, of any Lands charged with the Land Tax, or liable to be assessed to the Poor's Rate, the Company shall from Time to Time, until the Railway shall be completed and assessed to such Land Tax and Poor's Rate, be liable to make good the Deficiency in the several Assessments for Land Tax and Poor's Rate arising within such Parishes by reason of such Lands having been taken or used for the Purposes of the Railway; and such Deficiency shall be computed according to the Rental at which such Lands, with any Building thereon, were valued or rated at the Time of the passing of this Act; and, on Demand of such Deficiency, the Company shall pay all such Deficiencies to the Collector of the said Assessments respectively; nevertheless, if at any Time the Company think fit to redeem such Land Tax, they may do so, in accordance with the Powers in that Behalf given by the Acts for the Redemption of the Land Tax.

CXC. And

CXC. And be it enacted, That after the Expiration of Five Years from the passing of this Act all the Powers hereby granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed, and except such Powers as shall hereby be declared to be continued for a longer Period.

Powers hereby granted to cease after Five Years.

CXCI. And with respect to the Tolls to be levied for the Use of the Railway, be it enacted, That the Company may lawfully demand any Tolls not exceeding the following; (that is to say,)

Tonnage on Articles of Merchandize.

I. In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, *per Ton per Mile* not exceeding Three Farthings; and if conveyed by Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Coals, Coke, Culm, Charcoal, and Cinders; all Stones for building, pitching, and paving; all Bricks, Tiles, Slates, Clay, Sand, Ironstone, and Iron Ore; Pig Iron, Bar Iron, Rod Iron, Hoop Iron, and all other similar Descriptions of Wrought Iron, and Iron Castings, not manufactured into Utensils or other Articles of Merchandize, *per Ton per Mile* not exceeding One Penny; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dye Woods, Earthenware, Timber, Stones, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per Ton per Mile* Three Halfpence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

For all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, *per Ton per Mile* not exceeding Two-pence; and if conveyed in Carriages belonging to the Company, an additional Sum *per Ton per Mile* not exceeding One Halfpenny:

And for every Carriage, of whatever Description, and not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton and a Half, carried or conveyed on a Truck or Platform, *per Mile* not exceeding Three-pence; and a like Sum of Three-pence *per Mile* for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which any such Carriage may weigh; and if conveyed on a Truck or Platform belonging to the Company, an additional Sum *per Mile* not exceeding One Penny.

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

Tolls for Passengers or Cattle.

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

For

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

For every Cow, Ox, Bullock, and other Cattle conveyed in or upon any such Carriage, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny:

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

Tolls for propelling Power.

CXCII. And be it enacted, That the Toll which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken: Provided always, that the Restriction as to the Toll to be demanded for locomotive Power shall not extend to any special or extra Train that may be required to be run upon the said Railway, but shall apply only to the ordinary Trains appointed or to be appointed from Time to Time by the said Company for the Conveyance of Passengers and Goods upon the said Railway.

Regulations as to the Tolls.

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

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

For a Fraction of a Mile beyond Six Miles, or beyond any greater Number of Miles, the Company may demand Tolls for such Fractions 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:

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

Limiting Charge for Carriage of Passengers and Cattle.

CXCIV. Provided always, and be it enacted, That it shall not be lawful for the said Company to charge for the Conveyance of any Passenger on the Railway hereby authorized any greater Sum than after the Rate of Two-pence Halfpenny *per* Mile, including the Charges

Charges for the Use of Carriages and locomotive Power, and the Toll for Passage on the Railway; and it shall not be lawful for the said Company to charge any greater Sum for the Conveyance of Cattle and Sheep between *Peterborough* and *London*, or between *Peterborough* and *Birmingham*, than the following; that is to say, for a Waggon capable of containing conveniently Six Beasts of an ordinary Size, or Thirty Sheep, the Sum of Three Pounds, such Charges respectively to include the Charges for the Use of the Carriages, and for locomotive Power, and the Toll for Passage on the Railway.

CXCV. And be it enacted, That all Tolls for the Use of the Railway shall be at all Times charged equally to all Persons, and after the same Rate, whether *per Mile* or *per Ton per Mile*, or otherwise, in respect to all Passengers, and all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine; and that all Tolls for Carriages and the Use of locomotive Power shall be at all Times charged equally to all Persons, and after the same Rate, whether *per Mile* or *per Ton per Mile*, or otherwise, in respect of all Passengers, and of all Goods, Animals, or Carriages of a like Description, and conveyed or propelled by a like Carriage or Engine passing on the same Portion of the Line of Railway under the like Circumstances; and no Reduction or Advance in any such Tolls for the Use of the Railway, or for Conveyance by the Company, or for the Use of any locomotive Power to be supplied by them, shall be made either directly or indirectly in favour of or against any particular Company or Person travelling upon or using the same Portion of the Railway: Provided always, that nothing herein contained shall extend to prevent the said Company from fixing different Rates and Tolls for the Use of the Railway hereby authorized from those charged upon the Main Line of the *London and Birmingham* Railway.

Tolls to be charged equally.

CXCVI. And be it enacted, That neither the Company, nor any Person using the Railway as a Carrier, shall at any Time demand or take a greater Amount of Toll, or make any greater Charge for the Carriage of Passengers or Goods, than the Company are by this Act authorized to demand; and upon Payment of the Tolls from Time to Time, demandable all Persons shall be entitled to use the Railway, with Engines and Carriages properly constructed, subject nevertheless to the Regulations to be from Time to Time made by the Company.

Railway to be free on Payment of Tolls.

CXCVII. And be it enacted, That a Third Class Carriage shall be annexed to each Train in which there are Second Class Carriages on the said Railway, except Mail Trains.

Third Class Carriages to be annexed to each Train.

CXCVIII. And be it enacted, That the Justices of the Peace acting for the Counties, Liberties, or Districts in or through which the Railway by this Act authorized to be made is intended to pass shall have Authority to act in all Cases arising within their respective Jurisdictions which by the said recited Acts are directed or authorized to be inquired into or determined by a Justice or Justices of the Peace.

Power to local Justices.

[Local.]

21 R

CXCIX. And

Parties may appeal to Quarter Sessions on giving Security.

CXCIX. And be it enacted, That if any Person shall think himself aggrieved by any Determination or Adjudication of any Justice under the Provisions of this Act, he may appeal to the General Quarter Sessions for the County in which the Cause of Appeal shall have arisen; but no such Appeal shall be entertained unless it be made within Four Months next after the making of such Determination or Adjudication, and unless Ten Days Notice in Writing of such Appeal, stating the Nature and Grounds thereof, be given to the Party against whom the Appeal shall be brought; and unless the Appellant forthwith after such Notice enter into Recognizances, with Two sufficient Sureties, before a Justice, conditioned duly to prosecute such Appeal, and to abide the Order of the Court thereon.

Court to make such Order as they think reasonable.

CC. And be it enacted, That at the Quarter Sessions for which such Notice shall be given the Court shall proceed to hear and determine the Appeal in a summary Way, or they may, if they think fit, adjourn it to the following Sessions; and upon the hearing of such Appeal the Court may, if they think fit, mitigate any Penalty or Forfeiture, or they may confirm or quash the Adjudication, and order any Money paid by the Appellant, or levied by Distress upon his Goods, to be returned to him, and may also order such further Satisfaction to be made to the Party injured as they may judge reasonable; and they may make such Order concerning the Costs, both of the Adjudication and of the Appeal, as they may think reasonable.

Costs.

Extending Provisions of general Acts to the Railway.

3 & 4 Vict. c. 97.  
5 & 6 Vict. c. 55.

CCI. And whereas by an Act of Parliament passed in the Fourth Year of the Reign of Her present Majesty, intituled *An Act for regulating Railways*, and by another Act passed in the Sixth Year of the Reign of Her present Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*, certain Provisions were enacted for the Supervision of Railways and other Purposes; be it enacted, That the Provisions of the said recited Acts, except such of the same as shall be inapplicable to the Railway to be made by virtue of this Act, shall be in force in respect to the said Railway in the same Manner as if such Provisions were repeated and re-enacted in this Act in reference to the same.

Railway not to be exempt from any general Act.

CCII. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made from the Provisions of any general Act relating to Railways which may pass during the present or any future Session of Parliament.

Interpretation of Act.

CCIII. And be it enacted, That in this Act the following Words and Expressions shall have the several Meanings hereby assigned to them, unless there be something in the Subject or Context repugnant to such Construction; (that is to say,)

Words importing the Singular Number shall include the Plural Number, and Words importing the Plural Number shall include the Singular Number;

Words importing the Masculine Gender shall include Females;

The Word "Month" shall mean Calendar Month;

The Expression "Superior Courts" shall mean Her Majesty's Superior Courts of Record at *Westminster* ;

The Word "Oath" shall include Affirmation in case of Quakers, or other Declaration or Solemnity lawfully substituted for an Oath in the Case of other Persons exempted by Law from the Necessity of taking an Oath ;

The Word "Lands" shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure ;

The Word "County" shall include any Riding, Liberty, or other like Division of a County ;

The Word "Sheriff" shall include Under Sheriff or other legally competent Deputy ; and where any Matter in relation to any Lands is required to be done by any Sheriff, or by any Clerk of the Peace, the Expression the "Sheriff" or the Expression "the Clerk of the Peace" shall in such Case be construed to mean the Sheriff, or the Clerk of the Peace of the County, City, Liberty, or Place where such Lands shall be situated ; and if the Lands in question, being the Property of one and the same Party, be situate not wholly in one County, City, Liberty, or Place, the same Expression shall be construed to mean the Sheriff or Clerk of the Peace of any County, City, Liberty, or Place where any Part of the Lands shall be situate ;

The Word "Justice" shall mean Justice of the Peace for the County, City, Liberty, or Place where the Matter requiring the Cognizance of any Justice shall arise, and who shall not be interested in the Matter ; and where the Matter shall arise in respect of Lands, being the Property of one and the same Party, situate not wholly in one County, City, Liberty, or Place, the same shall mean a Justice acting for the County, City, Liberty, or Place where any Part of such Lands shall be situate, and who shall not be interested in such Matter ;

The Expression "the Railway" shall mean the Railway and Works by this Act authorized to be made ; and

The Expression "the Company" shall mean the *London and Birmingham Railway Company*.

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





## SCHEDULE (C.)

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of Blisworth.</i>			
Farm Buildings and Yard.	Duke of Grafton	-	George Dix.
Rick-yard	Ditto	-	Ditto.
<i>Parish of Middleton otherwise Milton Malsor.</i>			
Spinney	John Dent	-	Nicholas Fisher.
<i>Parish of Hardingstone.</i>			
Wood	Edward Bouverie, Esq.	-	In hand.
Garden adjoining Lock-house.	Ditto	-	Henry Turner.
Plantations and Pond	Ditto	-	William Shaw sen.
Parish Pound	Ditto	-	Ditto.
Sheep Hovel	Ditto	-	Ditto.
Three Cottages and Gardens.	Ditto	-	Robert Ship, Richard Bonham, and Sarah Jeffery.
Blacksmith's Shop, Yard, and Shed.	Ditto	-	John Adams.
Smith's Shop, Garden, and Shed.	Ditto	-	Richard Kingston.
Wheelwright's Shop and Sheds.	Ditto	-	Thomas James.
Workshops, Sheds, and Timber Yard.	Ditto	-	Ditto.
Two Dwelling Houses under One Roof, Shed, and Garden.	Ditto	-	Thomas James and Richard Kingston.
Pigsties and Garden	Ditto	-	Richard Kingston.
Farm-yard, Barn, Rick-yard, and Outbuildings.	Ditto	-	Elizabeth Norman.
Rick-yard and Hovels	Ditto	-	Samuel and Charles Howes.
Cart-house and Rick-yard	Ditto	-	Joseph Ludgate.
Paddock	Ditto	-	Thomas Green Thompson.
<i>Parish of Little Houghton.</i>			
Plantation	Rev. Christopher Smyth	-	In hand.
Ditto	William Smyth, Esq.	-	Ditto.
Ditto	Ditto	-	Ditto.
Ditto	Ditto	-	Ditto.
Ditto	Ditto	-	Ditto.

[Local.]

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
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*Parish of Cooknoe or Cogenhoe.*

Plantation	Rev. Edward Watkins	- - -	In hand
Ditto	Ditto	- - -	Ditto.
Ditto	Ditto	- - -	Robert Rogers.
Bridge over Mill-head	The Commissioners and Undertakers of the Western Division of the River Nen Navigation, or the Reverend J. Christopher Whalley.	-	-
Mill-head	Rev. J. C. Whalley	Robert Rogers	Frederick Rogers.
Part of Garden and Yard	Ditto	Ditto	Ditto.
Plantation and Boat-house.	Ditto	Ditto	Ditto.

*Parish of Irchester.*

Toll House	The Commissioners of the Kettering and Newport Pagnell Turnpike Road.	- - -	William Abbott.
Brewhouse, Outbuildings, and Occupation Road.	The Commissioners and Undertakers of the Nen Navigation aforesaid.	John Smith the elder.	John Smith the younger.
Osier Beds	Ann Hopkins Smith and Mary Smith.	- - -	Nathaniel Goosey.
Osier Beds	Ditto	- - -	Ditto.
Osier Beds	Ditto	- - -	Ditto.

*Parish of Irthlingborough.*

Osier Bed (Glebe)	The Rev. Richard Ash Hannaford (Incumbent) and Earl Fitzwilliam (Patron).	- - -	William Rye.
Osier Bed	William Wright	- - -	In hand.
Bridge	Earl Fitzwilliam	- - -	Thomas Freestone.

*Parish of Chelveston-cum-Caldecot.*

Osier Beds	The Corporation of Higham Ferrers.	- - -	Edward Freeman.
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*Parish of Ringstead.*

Farm-house, Yards, Barns, Garden, and Outbuildings.	George Capron	- - -	William Flitton.
Osier Beds	Ditto	- - -	In hand.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
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*Parish of Great Addington.*

Osier Bed (Glebe)	Rev. James Tyley	-	-	-	In hand.
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*Parish of Woodford.*

Dwelling House, Yard, Garden, Mill, Buildings, Streams, and Appurtenances.	Duke of Dorset	-	John Yorke, Esq.	-	Henry Coales Hill.
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*Parish of Thrapston.*

Osier Beds	Thomas Burton, Esq.	-	-	-	Jonah Mason.
Garden and Occupation Road.	William Summers	-	-	-	In hand.
Paddock and Brook	John Archbould	-	-	-	William Smith.
Pasture, Cow Hovel, Cart Hovel, Pigsty, and Rick-yard.	Thomas Burton	-	-	-	John Bradshaw.
Cow-house and Stack-yard.	Ditto	-	-	-	In hand.

*Parish of Titchmarsh.*

Garden	Lord Lilford	-	-	-	William Baker.
Spinney	Ditto	-	-	-	Richard Attenborough.
Plantation	Ditto	-	-	-	Ditto.

*Parish of Thorpe Achurch.*

Sheep-pen	Thomas Goodrich	-	-	-	In hand.
Ditto	Lord Lilford	-	-	-	William Randall.

*Parish of Lilford-cum-Wigsthorpe.*

Two Dwellings under One Roof.	Lord Lilford	-	-	-	William Berwick and William Lyon.
Cottage, Garden, Yard, and Hovels.	Ditto	-	-	-	Mark Wilson.
Garden	Ditto	-	-	-	William Smith.
Ditto	Overseers of the Parish of Lilford-cum-Wigsthorpe.	-	-	-	Mary Hill.
Gardens	Ditto	-	-	-	Ann Clink and Elizabeth Pert.
Two Cottages and Pigsty	Ditto	-	-	-	Ann Clink, Owen Smith, William Smith, and Thomas Sharpe.
Two Cottages under One Roof.	Ditto	-	-	-	Elizabeth Pert, Mary Hill, and Sarah Caster-ton.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
Garden - - -	Lord Lilford - - -	- - -	Thomas Cooper.
Two Cottages under One Roof.	Ditto - - -	- - -	Stephen and John Lyon.
Garden - - -	Ditto - - -	- - -	Stephen Lyon.
Barn, Hovel, and Rick-yard.	Ditto - - -	- - -	Thomas Cooper.
Farm-house, Buildings, Gardens, and Yard.	Ditto - - -	- - -	William Randall.
Rick-yards - - -	Ditto - - -	- - -	Ditto.
Orchard - - -	Ditto - - -	- - -	Ditto.
Ditto - - -	Ditto - - -	- - -	Ditto.
Cottage, Garden, Hovel, Rick-yard, and Pigsty.	Ditto - - -	- - -	William Page.
Paddock, Brook, and Pond	Ditto - - -	- - -	William Randall.
Orchard - - -	Ditto - - -	- - -	Ditto.
Rick-yard - - -	Ditto - - -	- - -	Ditto.
Farm-yard, Pond, and Buildings.	Ditto - - -	- - -	Ditto.
Farm-house and Garden	Ditto - - -	William Randall -	John Page.
Paddock - - -	Ditto - - -	- - -	Thomas Langham and William Page.

*Parish of Barnwell St. Andrew.*

Plantation (Glebe) -	Rev. Richard Moore Boulton (Incumbent), Lord Montague (Patron).	- - -	Ann Patrick.
Plantation - - -	Lord Montague - - -	- - -	In hand.
Pasture and Plantation (Glebe).	Rev. R. M. Boulton and Lord Montague.	- - -	Rev. R. M. Boulton.
Plantation - - -	Lord Montague - - -	- - -	In hand.
Cottage, Hovel, and Garden.	Ditto - - -	- - -	Thomas Carter.
Plantation - - -	Ditto - - -	- - -	In hand.
Spinney - - -	Ditto - - -	- - -	Ditto.

*Parish of Oundle.*

Arable Spinney and Occupation Road.	John Smith, Esq. - - -	- - -	Thomas Wildash.
Orchard and Garden -	William Paine - - -	- - -	In hand.
Barn, Hovel, and Yards	Miss C. Hunt - - -	- - -	Samuel Tibbetts.
Oundle North Bridge -	The Justices of the County.	- - -	- - -

*Hamlet of Ashton.*

Plantation - - -	John Smith - - -	- - -	In hand.
Dwelling House, Shop, Yard, Garden, and Out-buildings.	Ditto - - -	- - -	Robert Berridge.
Hovel - - -	Ditto - - -	- - -	Christopher Swan.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
<i>Parish of Tansor.</i>			
Pond and Dove-cote	Edward Rudge	-	Edward Carr.
Two Cottages under One Roof, and Gardens.	Ditto	Edward Carr	Samuel Knighton and Mary Bellamy.
Gardens	The Lord of the Manor, or John Barratt, Elizabeth Blades, and Charles and William Gales.	-	John Barratt, Elizabeth Blades, and Charles and William Gales.
Two Cottages under One Roof, and Gardens.	Edward Rudge	Edward Carr	John Barratt and Elizabeth Blades.
<i>Parish of Fotheringhay.</i>			
Sheep-pen	Samuel Jones Lloyd	-	John Boughton.
Spinney	Ditto	-	Charles Thorpe.
<i>Parish of Elton.</i>			
Shed and Plantation	Lord Carysfort, or his Trustees.	-	Samuel Whitney.
<i>Parish of Sibson-cum-Stibbington.</i>			
Osiers	Duke of Bedford	-	Henry Leeds.
Eight Cottages	Ditto	-	William Smith, John Scotney, Edward Jesson, Robert Garfield, Thomas Dawson, William Ford, Mary Hale, and Thomas Essom.
Gardens to the same	Ditto	-	Ditto.
<i>Parish of Castor, Hamlet of Ailesworth.</i>			
Plantation	Dean and Chapter of Peterborough, or Earl Fitzwilliam.	Earl Fitzwilliam	Earl Fitzwilliam.
<i>Parish of Atwalton.</i>			
Plantation and Occupation Road.	Earl Fitzwilliam, or the Dean and Chapter of Peterborough.	Earl Fitzwilliam	Earl Fitzwilliam.
Dwelling House, Yards, Gardens, and Out-buildings.	Ditto	Ditto	John Bark.
Plantation	Ditto	Ditto	Earl Fitzwilliam.
<i>Parish of Overton Waterville.</i>			
Plantation	Pembroke College, Cambridge.	Earl Fitzwilliam	Earl Fitzwilliam.

Description of Property.	Owner or reputed Owner.	Lessee.	Occupier.
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*Parish of Overton Longville.*

Bank or Dam, and Sheds.	Marquis of Huntley and Trustee, and Lord Aboyne.	- . . . .	Joseph Watts.
Osier Holt - - -	Ditto - - -	- - -	William Tabor.
Boat-house - - -	Ditto - - -	- - -	Lord Aboyne.
Osier Bed - - -	Ditto - - -	- - -	William Tabor.

*Parish of Woodstone.*

Open Coal Wharf - -	Samuel Buckle - -	- - -	In hand.
Coal Wharf and Shed - -	Ditto - - -	- - -	Ditto.
Homestead and Shed - -	Mrs. Margaret Tompson - -	- - -	John King.
Osier Holts - - -	William George Porter - -	- - -	Joseph Sellers.

*Parish of Fletton.*

Orchard and Dyke - -	Earl Fitzwilliam - -	- - -	William Tebbs.
Plantations - - -	Thomas Atkinson - -	- - -	In hand.

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