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Great

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C. J. Furberstone
Under Secretary
1839
5

Great Br.
Statutes
TPN

A C T S

RELATING TO

The LONDON and BIRMINGHAM RAILWAY:

viz.

3 GULIELMI IV. Cap. xxxvi.

5 & 6 GULIELMI IV. Cap. lvi.

AND

1 VICTORIÆ, Cap. lxiv.

WITH

A GENERAL INDEX.

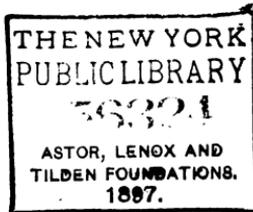


L O N D O N :

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PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY.

1837.

M. J. S.



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AN
ACT
FOR
MAKING A RAILWAY
FROM
LONDON TO BIRMINGHAM.

Passed 6th May 1833.



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execution the said Undertaking ; but the same cannot be effected without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *George Pearkes Barclay, William Burt, John Barclay, Paul Bevan, James Byrn, George Bacchus, Joseph Vincent Barber, John Bradley the younger, John Brooks, Thomas Brockhurst Barclay, William Brown, Robert Benson, William Blakeway, Samuel Beale, John Blount, Slade Baker, Edmond Calvert, William Taylor Copeland, John Corrie, William Chance, Joseph Carter, William Clay, Isaac Crewdson, William Wallace Currie, John Ashton Case, James Cropper, John Cropper, Richard Tapper Cadbury, Joseph Davis, James Bishop of Dromore, William Earle, Henry John Enthoven, William Francis, James Foster, Robert Were Fox, Thomas Francis, James Gibson, George Carr Glyn, Pascoe St. Leger Grenfell, Joseph Gibbins, Robert Garnett, Holbrook Gaskell, Robert Gladstone, Matthew Gisborne, Philip Gowan, William Hawkes, Rice Harris, Henry Hastings, George Humphreys, James Holt Heron, Richard Harrison, David Hodgson, Joseph Hornby, Ormerod Heyworth, William Hill, Sir Josiah William Hort Baronet, Thomas Wright Hill, Archibald Kenrick, George Kilgour, George Larpent, John George Shaw Lefevre, Sir John William Lubbock Baronet, George Lyall, Joseph Frederick Ledsam, Daniel Ledsam, Edward Lloyd, Charles Lawrence, Lewis Lloyd, Edward Tilsley Moore, Andrew Melley, John Moss, James Moilliet, John Lewis Prevost,*

Prevost, Edmund Peel, James Pearson, William Phipson, Theodore Price, Robert Phillips, George Prevost, Shirley Palmer, Henry Rowles, William Rathbone, Edward Roscoe, Charles Shaw, Timothy Smith, William Hanbury Sparrow, John Sturge, Joseph Sturge, Samuel Sandbach, Joseph Sandars, Joseph Strutt, Joseph Shorthouse, Thomas Tooke, John Turner, Thomas Stewart Traill, Charles Tayleur, George Smith Thornton, Henry Warre, Alexander Wilson, Joseph Walker, George Wood, John Wakefield, Christopher Wilson, Edward Wilson, John Woodhouse, Edward Lloyd Williams, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they hereby are united into a Company for making and maintaining the said Railway and other Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The London and Birmingham Railway Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands, to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall also have Power again to sell and dispose of the said Lands in manner by this Act directed.

II. And be it further enacted, That where in this Act any Word shall be used importing the

Rules for the Interpretation of this Act.

A 3

Singular

Singular Number or the Masculine Gender only, the same shall be understood to include several Matters as well as one Matter, several Persons as well as one Person, and Females as well as Males; and where the Word Lands shall be used, the same shall be understood to include Tenements and Hereditaments; and where the Word Corporation shall be used, the same shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole, unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

Proprietors
to raise
Money
amongst
themselves
for the Un-
dertaking,
not ex-
ceeding
2,500,000*l.*;
to be divided
into Shares
of 100*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole the Sum of Two million five hundred thousand Pounds, the whole to be divided into Twenty-five thousand Shares of One hundred Pounds each, and such Twenty-five thousand Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded

manded in lieu thereof, towards the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to and shall receive, at such Time or Times as the said Company shall, at any General or Special General Meeting to be convened for that Purpose in such Manner as Meetings on other Occasions are by this Act directed to be convened, or as the Directors of the said Company to be appointed as herein-after mentioned shall, after an Order for that Purpose shall have been made by the said Company at any such General or Special General Meeting, direct and appoint, in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company as and when the same shall be divided by the Authority of this Act.

IV. And be it further enacted, That all the Money to be raised by the said Company by virtue of this Act shall be laid out and applied, in the first place, in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto; and the Remainder of such Money shall be applied in and towards purchasing Lands, and making and maintaining the said Railway and other Works, and in otherwise carrying this Act into execution.

Application
of Money to
be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a

Company
empowered
to make a
Railway over
the Lands

delineated on the Plan deposited with the respective Clerks of the Peace for the Counties herein named.

Railway, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, the Liberty of *Saint Alban*, and the City of *Coventry*; that is to say, commencing on the West Side of the High Road leading from *London* to *Hampstead*, at or near to the first Bridge Westward of the Lock on the Regent's Canal at *Camden Town* in the Parish of *Saint Pancras* in the County of *Middlesex*, and terminating at or near to certain Gardens called *Novia Scotia Gardens*, in the Parishes of *Aston juxta Birmingham* and *Saint Martin Birmingham* in the County of *Warwick*; and which said Railway will pass into or through the several Parishes and Townships or Places of *Saint Pancras, Camden Town, Kentish Town, Saint Mary le Bone, Saint John Hampstead, Kilburn, Willesdon, Saint Mary Paddington, Saint Luke Chelsea, Saint Mary Abbots Kensington, Fulham, Hammersmith, Kensall Green, Acton, Harlstone Green, Neesdon, Twyford* otherwise *West Twyford, Kingsbury, Harrow, Harrow Town, Wembley, Apperton, Kenton, Greenhill, Sudbury, Roxay* otherwise *Roxeth, Preston, Harrow Weald, Uxenden, Hatch End, and Pinner*, or some of them, all in the County of *Middlesex*; of *Watford, Oxhey, Cassio* otherwise *Cashio, Levesden, Lees* otherwise *Abbots Langley, Hunton Bridge, Primrose Hill*, or some of them, in the Liberty of *Saint Alban*; *Bushey, Chilterne* otherwise *King's Langley, Hemel*

Middlesex.

Hertford.

Hemel Hempsted, Two Waters, Box Moor, Corner Hall, Crouchfield, Winkwell, Green End, Pouching End, Hacksters End, Bovingdon, Berkhamsted Saint Peter otherwise Great Berkhamsted, Berkhamsted Saint Mary otherwise North Berkhamsted otherwise North Church, Dudswell, Aldbury, Penley, Wigginton, Long Marston, Wilston, and Tring, or some of them, all in the County of Hertford ; of Marsworth, Startups End, Pightlesthorne otherwise Pitstone, Pittstone Green, Ivinghoe, Eddlesborough, Slapton, Cheddington, Seabrook, Horton, Mentmore, Ledburn, Redborough, Great Broughton, Grove, Linslade, Surcott otherwise Southcott, Chelsea, Soulbury, Chelmscott otherwise Chelmscourt, Stoke Hamond, Bletchley, Water Eaton, Fenny Stratford, Shenley, Shenley Brook End, Simpson, No Man's Land, Woughton otherwise Woughton-on-the-Green, Loughton, Bradwell, Bradwell Abbey, Woolverton, Haversham, Castlethorpe, Hanslope, Water End, Green End, Long Street, Church End, Hungate End, Higham Cross, Cuckle Hill otherwise Cockglode Hill, and Pinion End, or some of them, all in the County of Buckingham ; of Cosgrove, Old Stratford, Furtho, Potterspury, Moor End, Yardley Gobyon, Grafton Regis, Alderton, Hartwell, Bozenham, Ashton, Stoke Bruerne, Shuttlehanger, Roade, Courteenhall, Wood End, Plane Woods, Blisworth, Collingtree, Milton otherwise Middleton, Malzor, Rothersthorpe, Kissingbury, Gayton, Gayton Woods, Little Britain, Pattishall, Astcote, Eastcoate, Dalescote otherwise Darlescote, Bugbrook, Lower otherwise Nether Heyford, Upper Heyford, Floore, Glasthorpe, Stowe otherwise Church Stowe, Stowe Nine Churches, Weedon Beck, Upper Weedon, Lower Weedon, Road

Buckingham.

Northampton.

- Road Weedon, Everdon Parva, Everdon Magna, Newnham, Dodford, Brockhall, Muscott, Norton, Thrupp otherwise Thorpe Lodges, Lodge, Whilton, Long Buckby, Murcott, Welton, Watford, Silworth, Watford Gap, Ashby Saint Ledgers, Crick, Kilsby, Barby, Barby Nortoft, and Onely, or some of them, all in the County of Northampton ; of Hillmorton, Clifton-upon-Dunsmoor, Biggin, Brownsover, Saint Thomas's Cross, Newton, Rugby, Newbold-upon-Avon, Cosford, Little Harborough, Little Lawford, Long Lawford, Lawford Heath, Mount Pleasant, Holbrook, Polford, Bilton, Church Lawford, King's Newnham, Wolston, Wolston cum Marston, Marston, Brandon, Binley, Earnsford otherwise Earnsford Grange, and Willenhall, or some of them, all in the County of Warwick ; of Willenhall, the Holy Trinity, Pinley, Whitley, Shortley, Saint Michael, Stivichall, Saint John Baptist, and Hearsall, or some of them, all in the County of the City of Coventry ; of Stoneleigh, Fletchampstead otherwise Fletchampstead Superior, Fletchampstead Inferior, Canley, Whoberley, Berkswell, Nailcott End, Reaves Green, Carol Green, Beech End, Oldnall End, Wooton Green, Reyton End, Bradnock's Marsh, Barston, Hampton-in-Arden, Diddington, Balsall otherwise Temple Balsall, Bickenhill, Church Bickenhill, Hill Bickenhill, Middle Bickenhill, Castle Hills, Huddle Hall, Weaver's Marston, Marston Culy, Marston Green, Lindon otherwise Lindon End, Elmdon, Sheldon, Easthall Bridge, Mackadown otherwise Mackenton, Garrett's Green, Radley Moor, Tile Cross, Wells Green, Coleshill, Coleshill Heath, and Stichford, or some of them, all in the said County of Warwick ; of Yardley, Church End, Cockshill Hall, Stichford, Lea Hall, Kit's Green, Easthall Lane, and Coleford,*
- Warwick.
- Coventry.
- Warwick.
- Worcester.

Coleford, or some of them, all in the County of *Worcester*; and of *Little Bromwich*, *Ward End*, *Shaw Hill*, *Washwood Heath*, *Allum Rock*, *Bordesley*, *Bordesley Green*, *Small Heath*, *Deritend*, *Saltley*, *The Garrison*, *Duddeston* and *Nechells*, *Ashted*, *Aston juxta Birmingham*, *Birmingham*, *Saint Martin Birmingham*, and *Saint Bartholomew Birmingham*, or some of them, all in the said County of *Warwick*.

VI. And whereas Maps or Plans describing the Line of the said Railway, and the Lands upon or through which the said Railway and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto containing Lists of the Names of the Owners and Occupiers or reputed Owners and Occupiers of such Lands, have been deposited with the Clerks of the Peace for the Counties of *Middlesex*, *Hertford*, *Buckingham*, *Northampton*, *Warwick*, and *Worcester*, and for the Liberty of *Saint Alban* and the City of *Coventry*; be it therefore enacted, That the said Maps or Plans and Books of Reference so deposited shall remain with and be kept by the said Clerks of the Peace respectively, and all Persons interested in any Manner in such Lands shall have Liberty at all reasonable Times to inspect and to make Extracts from or Copies of the said Maps or Plans and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan or Book of Reference so inspected or referred to may be for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans and Books of Reference, or true Copies thereof,

Plans and Books of Reference to remain in Custody of the Clerks of the Peace, and be open to Inspection.

or

or of so much thereof respectively as shall relate to any Matter which may be in question, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Unintentional Errors in Act or Plans or in Books of Reference not to prevent Execution of Act.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course and upon or through the Lands delineated on the said Maps or Plans, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule thereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, or some one of them, as the Case may require (in case of Dispute about the same), and be certified by Writing under their Hands that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties and Places, as the Case may require.

Power to take Lands, &c.

VIII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation

tion whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate, for the Purposes of this Act, such Parts thereof as they are by this Act empowered to take or use; and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise, in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also to make or construct upon, across, under, or over the said Railway or other Works, or any Lands, Streets, Hills, Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses, during such Time as may be necessary for constructing Tunnels, Bridges, or Passages, over or under the same; and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways in order the more conveniently to carry the same over or under or by the Side of the said Railway; and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway for the Purpose of conveying Water from or to the said

said Railway ; and also in or upon the said Railway or any Lands adjoining or near thereto, to erect and make such Toll and other Houses, Warehouses, Yards, Stations, Engines, and other Works and Conveniences connected with the said Railway as the said Company shall think proper ; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works, or any of them, and to substitute others in their Stead ; and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted ; and this Act shall be sufficient to indemnify the said Company, and all other Persons, for what they or any of them shall do by virtue of the Powers hereby granted ; subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Enabling the Surveyor General of the Duchy of Cornwall to contract with the Company for Sale of Duchy Lands.

IX. And be it further enacted, That it shall be lawful for the Surveyor General of the Duchy of *Cornwall* for the Time being to contract for the Sale to the said Company (for the Purposes of this Act, at the best Prices that can be procured for the same,) of the Freehold Reversion and Inheritance expectant on the Determination of a Term of Years now vested in the Trustees

of the late Earl of *Bridgewater*, of all or any of the Lands in the Parish of *Berkhampsted Saint Peter* otherwise *Great Berkhampsted* in the County of *Hertford*, belonging to and Parcel of the said Duchy, and for Compensation or Satisfaction for Damage to the Lands of the said Duchy by Severance or otherwise.

X. Provided always, and be it further enacted, That in case the Surveyor General for the Time being of the said Duchy shall not agree with the said Company as to the Amount or Value to be paid for any such Lands, or for any such Compensation or Satisfaction for Damage as aforesaid, then the Money to be paid by the said Company for such Lands, or for such Compensation or Satisfaction as aforesaid, shall, if required, as herein-after is mentioned, be ascertained and settled by the Verdict of a Jury, as herein-after is directed for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken and damaged or injuriously affected by the Execution of any of the Powers hereby granted : Provided always, that whenever the Amount of Compensation for any such Damage as aforesaid shall not exceed Twenty Pounds, the same may be settled and levied by Two or more Justices of the Peace, in manner herein-after provided with respect to Damage done to any Lands not Parcel of the said Duchy of *Cornwall*.

Mode of adjusting Differences as to Monies payable in respect of Duchy Lands.

XI. Provided always, and be it further enacted, That no such Contract by the said Surveyor General with the said Company shall be good unless the Terms thereof shall be sanctioned by a Special Warrant, to be issued for that Purpose by

Contracts for Duchy Lands to be sanctioned by special Warrant from Commissioners.

by the special Commissioners for managing the Affairs of the said Duchy of *Cornwall*, or any Three or more of them, for the Time being.

Money awarded to the said Duchy for Lands to be paid into the Bank.

XII. And be it enacted, That the Monies which shall be agreed or ascertained by the Verdict of a Jury to be paid to the said Duchy in manner herein-before mentioned shall from Time to Time be paid by the said Company into the Bank of *England*, to be there received by the Cashiers of the Bank, and accounted for for and invested in the Manner herein-after directed.

Monies received by the Duchy to be carried to their Account at the Bank of *England*.

XIII. And be it further enacted, That the Governor and Directors of the Bank of *England* shall and they are hereby required to carry to the Credit of the Account now open in their Books under the Title of "The Account of the Duchy of *Cornwall*" the several Monies directed as aforesaid to be paid to the Cashiers of the Bank of *England*; and whensoever it shall be agreed or ascertained by the Verdict of a Jury that any Sum of Money is to be paid to the said Duchy by the said Company, for the Sale of any such Lands, for such Compensation and Satisfaction as herein-before mentioned, such Surveyor General shall grant unto the said Company a Certificate under his Hand, specifying the Amount of the Monies agreed or ascertained to be paid to the said Duchy of *Cornwall*, and specifying also the Lands in respect of the Purchase of which or Compensation and Satisfaction for Damage on which such Monies are to be paid; and the said Cashiers of the Bank of *England*, or One of them, shall, upon the Production of such Certificate, accept and receive from the said Company the Monies therein specified,

specified, and at the Foot or on the Back of such Certificate acknowledge the Receipt of the said Monies, without Fee or Reward; and the said Certificate and Receipt shall be afterwards brought to the Office of the Auditor of the Duchy of *Cornwall*, and be there forthwith enrolled in proper Books, to be provided and kept for that Purpose separate and apart from the other Business and Proceedings of the said Office; and the said Auditor or his lawful Deputy, having enrolled the said Certificate and Receipt, shall attest the same under his Hand, and return the said Certificate and Receipt to the said Company; and from and immediately after such Enrolment, and thenceforth for ever, the said Company and their Successors shall by force of this Act be adjudged, deemed, and taken to be in the actual Seisin and Possession of the Lands so by the said Company purchased, subject to the Term of Years now vested in the said Trustees of the late Earl of *Bridgewater* as aforesaid, and shall hold and enjoy the said Lands peaceably and quietly, and in as full and ample Manner, to all Intents and Purposes, as His present Majesty, His Heirs or Successors (or a Duke of *Cornwall* for the Time being), might or could have held or enjoyed the same.

XIV. And be it further enacted, That all and every Sums and Sum of Money which shall be paid into the Bank of *England* under or by virtue of this Act, on account of the Duchy of *Cornwall*, shall from Time to Time be laid out, by Order of the special Commissioners for managing the Affairs of the said Duchy for the Time being, in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, in the Name of the Duke of *Cornwall*, in which Name

Purchase
Monies paid
into the
Bank of
England to
be invested
in the Name
of the Duke
of Cornwall.

B

the

the Governor and Company of the Bank of *England* are hereby authorized and required to permit Transfers to be made of the Annuities, Funds, or Stocks so to be purchased; and such Transfers shall be accepted by the Receiver General of the Duchy of *Cornwall* or his Deputy, for and in the Name of the Duke of *Cornwall*; and such Receiver General or his Deputy is hereby required to accept the same accordingly; and all and singular the Annuities so to be purchased and accepted shall remain invested in the Name of the Duke of *Cornwall*, and shall not be transferred or transferrable to any Person or Persons whatsoever, and all the Dividends arising on such Annuities to be invested as herein-before mentioned shall from Time to Time be paid by the Governor and Company of the Bank of *England* into the Hands of the Receiver General of the Duchy of *Cornwall* for the Time being, or his Deputy, and shall by force and virtue of this Act be deemed and taken by Law to be Part of the Revenues of the said Duchy of *Cornwall*, and shall be from Time to Time answered, accounted for, applied, and appropriated to such and the same Uses and Purposes as the Revenues of the Duchy of *Cornwall* now are or would hereafter have been liable to, and been applied and appropriated, in case this Act had not been made.

No Person required to enter into Bond on behalf of the Duchy to prosecute any Complaint, &c.

XV. Provided always, and be it enacted, That neither the Surveyor General of the said Duchy, nor any other Person on behalf of the said Duchy, shall be required to enter into any such Bond as herein-after is mentioned, either to prosecute any Complaint on the Part of the said Duchy, or to bear and pay any Share of the Costs and Expences of summoning and returning such

such Jury, and taking such Verdict as herein-after mentioned, or of the summoning and Attendance of Witnesses; but that in any Case in which the said Company is hereby authorized to deduct any such Costs and Expences from the Monies settled or assessed by any Jury to be paid by them to or on account of any Party, such Company may deduct such Costs and Expences from the Monies settled or assessed by any Jury to be paid by the said Company to or account of the said Duchy, and the Payment of the Remainder of the Monies so settled or assessed shall be deemed and taken to all Intents and Purposes to be a good Payment in Satisfaction of the whole thereof.

In certain Cases the Company may deduct Expences of Jury from Money assessed.

XVI. And be it further enacted, That after any Lands, intended to be taken or used for the Purposes of this Act, shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever seised or pos-

Persons under legal Disability empowered to sell and convey Lands.

essed of or interested in any such Lands, to contract for, sell, and convey the same, or any Part thereof, unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of
Conveyance
to the Com-
pany.

‘ I of in con-
‘ sideration of the Sum of
‘ to me [*or, as the Case may be,* into the Bank
‘ of *England*, in the Name and with the Privity
‘ of the Accountant General of the Court of
‘ Exchequer, *ex parte* the *London and Birming-*
‘ *ham* Railway Company, *or* to *A.B.* of
‘ and *C.D.* of , Two Trustees
‘ appointed to receive the same], pursuant to
‘ the Act after mentioned, paid by the *London*
‘ and *Birmingham* Railway [*or* the said] Com-
‘ pany, established and incorporated by an Act
‘ of Parliament passed in the Third Year of the
‘ Reign of His Majesty King *William* the
‘ Fourth, intituled [*here set forth the Title of*
‘ *this Act*], do hereby convey [*or, in Cases of*
‘ *Copyhold or Customary Lands requiring Sur-*
‘ *render,* do hereby agree to surrender,] to the
‘ said Company, their Successors and Assigns,
‘ all [*describing the Premises to be conveyed*],
‘ together with all Ways, Rights, and Appur-
‘ tenances thereunto belonging, and all such
‘ Estate, Right, Title, and Interest in and to
‘ the same and every Part thereof as I am or
‘ shall become seised or possessed of, or am by
‘ the said Act capacitated or empowered to
‘ convey, to hold the Premises to the said Com-
‘ pany, their Successors and Assigns for ever,
‘ according

right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services, the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the

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Fines,

Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the said Lands, or any Part thereof, shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

XVIII. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, and whether a natural Person or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Lady, whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Corporations and Persons aforesaid are hereby empowered to contract for, the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands; and in case such Lord or other Corporation or Person hereby capacitated to enfranchise such

Lords of
Manors
under Dis-
ability em-
powered to
enfranchise.

Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands, and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation
for Appor-
tionment of
Rents of
Copyholds.

XIX. And be it further enacted, That the Appointment or Apportionment of the certain Copyhold or Customary Rents issuing out of any Copyhold or Customary Lands, of which a Part only shall be taken for any of the Purposes of this Act, in case the same shall not be settled by Agreement between the Parties, shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Appointment and Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with, and shall not be valid without, the Consent and Approbation of the Lord of the Manor whereof the same Copyhold or Customary Lands are held or Parcel; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

XX. And

XX. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands, by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste Land shall be situate, (or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands, as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands, and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands,) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land as aforesaid (and which shall be determined by a Jury in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land shall be situate, and shall
be

Waste Lands
to be conveyed by the
Lords of
Manors.

be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof to be convened by such Churchwardens for that Purpose shall direct ; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise, as the Case may require, shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company : Provided always, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands are situate, the Conveyance by Four at least of the Freeholders whose Lands (whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands, if wanted for the Purposes of this Act,) entitle such Freeholders to Common Right in or over such Common or Waste Lands, and whose said Lands in the Rate for the Relief of the Poor amount in yearly Value to Three Fifth Parts at least of the Whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company, for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Lands.

XXI. And

XXI. And be it further enacted, That where any Lands intended to be purchased by the said Company shall be subject, solely or jointly with other Lands not intended to be purchased, to or with any Rent Service, Rent Charge, or Chief Rent, or other Rent, Payment, or Incumbrance, it shall be lawful for the said Company to agree for the Release of the Lands so purchased from such Rent, Payment, or Incumbrance, and also (where necessary) for an Apportionment of such Rent, Payment, or Incumbrance, for such Sum as shall be agreed upon between the said Company and the Party who under the Provisions of this Act shall agree to sell or apportion the same, and which Agreement may be entered into by all Corporations and other Persons by this Act authorized and empowered to sell or convey Lands; and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or respecting the Apportionment thereof, the same shall be determined by a Jury, if required, in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof; which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands intended to be purchased, and shall also (where necessary) apportion the Rent, Payment, or Incumbrance affecting the Lands jointly subject to Rent, Payment, or Incumbrance as herein-before mentioned, according to the respective Values of the Lands intended to be purchased and of the Lands not intended to be purchased by the said Company; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Party as aforesaid respecting such
Release

Power to purchase the Release of Lands wanted from Rents charged thereon.

Release (and which may be of the like Forms as by this Act are directed to be used in the Case of Conveyances of Lands), shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance (as the Case may be): Provided always, that when any of the Lands purchased by the said Company shall be released from any Rent, Payment, or Incumbrance affecting the same jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain as effectual as if the Lands not so purchased had been originally charged with that Amount only; provided also, that when any Part of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance which shall continue payable; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts.

XXII. And

XXII. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken for the Purposes of this Act (and whether entitled thereto in their own Right, or in Trust for any other Person, and whether in Possession thereof by virtue of such Mortgage or not,) shall, on Tender of the Principal Money and Interest thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company, immediately assign and transfer such mortgaged Premises to the said Company, or to such Person as they shall appoint; and which Assignment may be of the like Form as the Conveyance is by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit, or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then, at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall assign and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to assign or transfer as aforesaid, on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to assign or transfer as aforesaid, then, upon Payment of the Principal Money and Interest, and the Costs (if any) due

Mortgagees
to convey
to the Com-
pany.

on

on any such Mortgage as aforesaid, into the Bank of *England*, at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank ; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage, to all Intents and Purposes whatsoever.

Directing in what Manner Disputes between the Company and certain Mortgagees shall be settled.

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

and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon assign and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to assign or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest and other Money due or secured thereon; and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may

may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would 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; provided also, that when a Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Satisfaction to be made for Lands taken for Railway.

XXIV. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive, Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed,

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

XXV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, or convey as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money or Satisfaction, or other Compensation as aforesaid, shall refuse to accept such Purchase Money or Satisfaction, or other Compensation aforesaid, as shall be offered by the said Company, and shall give Notice

In case the Parties refuse or are incapable to treat, the Value of Land and of Damages to be settled by a Jury.

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thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall (for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act,) neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall, by reason of any Impediment or Disability not provided for by this Act, be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate,
or

or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any ways interested in the Matter in question, then to any of the Coroners of such Counties not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County and not interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner, or other Person, to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impaneled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impaneled, summoned, and returned, a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, or Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff,

Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve ; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array ; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy ; and such Jury shall upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future, temporary, or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them ;

them ; which Satisfaction or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid ; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury ; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever : Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of the Person, or of the Clerk or Agent or principal Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which, or any Damage to which, any such Question shall arise.

XXVI. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money, or Compensation for Damages, which shall be assessed as aforesaid, shall be allowed to any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for his Interest therein.

Compensation Money to be appor- tioned.

XXVII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such

Verdicts to be recorded.

Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County or Place in which the Matter of Dispute shall have arisen, among the Records of the Quarter Sessions for such County or Place, and shall be deemed Records to all Intents and Purposes ; and the same, or true Copies thereof, shall be allowed to be good Evidence in all Courts whatsoever, and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty upon
Sheriffs, Ju-
rors, Wit-
nesses, &c.
making
Default.

XXVIII. And be it further enacted, That if any such Sheriff, or his Under Sheriff, or any Coroner, or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds ; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person,) shall forfeit and pay for every such Offence, for the Benefit
of

of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said Penalties and Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

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

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

XXX. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or for a greater Sum than shall have been previously offered by the said

Expences of Jury how to be paid.

Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs of summoning such Jury, and the Expences of Witnesses, shall be defrayed by the said Company ; and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid ; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place where such Inquisition shall be held, not interested in the Matter in question ; which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences ; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, one Moiety of the said Costs and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company ; and the former Moiety of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so

adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which, by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences shall be borne and paid by the said Company.

XXXI. And be it further enacted, That all Parties with whom the said Company shall have any such Dispute, and who shall require a Jury to be summoned as aforesaid, shall, at their own Costs, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond, with Two sufficient Sureties, to the said Company, in a Penalty of One hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning and returning such Jury and taking such Verdict, and of the summoning and Attendance of Witnesses, in case any Part of such Costs and Expences shall fall upon them.

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

XXXII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by any Party, for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, by or on the Behalf of the Corporation or Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount

Notice of Injury to be given to the Company before Complaint.

of

of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Ten Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or the doing or committing thereof shall have ceased.

Tenants at
Will or for
Years to quit
Lands after
Notice.

XXXIII. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenants from Year to Year, and other Persons in Possession of any Lands which shall be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver the Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees, or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as they shall be respectively required, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee, or Person so in Possession as aforesaid, shall refuse to deliver such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the

the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same ; and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue from the issuing and Execution of such Precept, on the Person so refusing to deliver Possession, by Distress and Sale of his Goods and Chattels.

XXXIV. Provided always, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver the Possession of any Premises so occupied by him before the Expiration of his Term or Interest therein, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Premises in the Occupation of such Tenant or Lessee, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises ; which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands taken or used by the said Company is by this Act directed to be made or determined.

Interests of such Tenants may be settled by a Jury.

XXXV. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by

Persons holding under Leases to produce the same.

by virtue of any Lease or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease or Grant in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Agreement for Lease or Grant shall not be produced or shown, the Party claiming such Compensation or Satisfaction shall be considered as holding only from Year to Year.

Settling
Disputes as
to Damages
to a small
Amount.

XXXVI. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company, provided such Compensation do not exceed the Sum of Twenty Pounds; and the said Justices respectively are hereby authorized and required, on Nonpayment of the said Damages for the Space of Ten Days after the same shall become due, to levy such Damages, and all Charges respecting the same, by Distress and Sale of any Goods and Chattels of the said Company, in the same Manner as by this Act is directed

directed with respect to the Recovery of Compensation for other Damages done by the said Company.

XXXVII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded for the Purchase of any Lands to be taken or used under or by virtue of the Powers of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for Compensation or Satisfaction as aforesaid, shall refuse to accept the same, or cannot be found, or shall be absent from *England*, or shall refuse, neglect, or be unable to make a Title to such Lands to the Satisfaction of the said Company for the Purposes of this Act, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do), subject to the Control and Disposition of the said Court ; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof,

In case of not making out Titles, &c. the Money to be paid into the Bank.

or

or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper ; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Persons in Possession presumptively entitled.

XXXVIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands to be taken or used, in pursuance of this Act, for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court ; and the Dividends or Interest of the Annuities or Securities to be purchased with

with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to some Part of such Lands, or to some Estate or Interest therein.

XXXIX. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands, being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee or other Trustee, for or on behalf of any Infant, Idiot, Lunatic, Feme Covert, or other Cestuique Trust, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the *London and Birmingham* Railway Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King

Application
of Compen-
sation Mo-
ney when
amounting to
200*l.*

1 G. 4. c. 35. King George the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the general Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court, made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court, upon
Application

Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

XL. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid for any Lands to be taken or used for the Purposes of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for Compensation or Satisfaction as aforesaid, in respect of any Lands, and belonging to any Corporation, or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Five at least of the Directors of the said Company, be paid into the Bank of *England* in the Name and

Application
of Compensation
Money when less
than 200*l.*
and exceeding
20*l.*

D

with

with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed ; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Five at least of the Directors of the said Company ; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application
of Compensation
Money
when not
exceeding
20*l.*

XLI. Provided also, and be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall not exceed the Sum of Twenty Pounds, the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid for their own Use and Benefit ; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto.

XLII. Pro-

XLII. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Compensation or Satisfaction shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation or Satisfaction, shall be required to be paid into the Bank of *England*, to be applied in the Purchase of other Lands, to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the Expences of all such Purchases, or so much of such Expences as the said Court shall deem reasonable, together with the necessary Costs and Charges of obtaining such Order, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

The Court may order reasonable Expences of Purchases to be paid by the Company.

XLIII. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee of or entitled for an Estate of Inheritance to any Lands authorized to be purchased for the Purposes of this Act, and who shall be willing to sell the same Lands for a perpetual annual Rent-charge, in lieu of a Sum in gross, to sell and convey the same Lands or any Part thereof unto the said Company, for and in consideration of an annual Rent-charge, payable by the said Company, their Successors and Assigns, to the Person so selling and conveying, and to his Heirs and Assigns; and all such Sales and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of

Power to purchase Lands on Chief Rents.

the Parties and the Circumstances of the Case will admit; (*videlicet,*)

Form of
Conveyance
of Lands on
Chief Rents.

‘ I of in consideration of the
‘ Rent-charge to be paid to me, my Heirs
‘ and Assigns, as herein-after mentioned, by the
‘ *London and Birmingham* Railway Company,
‘ established and incorporated by an Act of
‘ Parliament passed in the Third Year of the
‘ Reign of His Majesty King *William* the
‘ Fourth, intituled [*here set forth the Title of*
‘ *the Act*], do hereby convey to the said Com-
‘ pany, their Successors and Assigns, all [*de-*
‘ *scribing the Premises to be conveyed*], together
‘ with all Ways, Rights, and Appurtenances
‘ thereto belonging, and all such Estate, Right,
‘ Title, and Interest in and to the same, and
‘ every Part thereof, as I am or shall become
‘ seised of or entitled; to hold the said Pre-
‘ mises to the said Company, their Successors and
‘ Assigns for ever, according to the true Intent
‘ and Meaning of the said Act, they the said
‘ Company, their Successors and Assigns, yield-
‘ ing and paying unto me, my Heirs and As-
‘ signs, one clear yearly Rent of by
‘ equal [*quarterly or half-yearly, as may be*
‘ *agreed on,*] Portions henceforth on the [*stating*
‘ *the Days*], clear of all Taxes and Deductions.
‘ In witness whereof I have hereunto set my
‘ Hand and Seal the Day of
‘ in the Year of our Lord ;’

And all such Conveyances as aforesaid shall be valid and effectual to all Intents and Purposes, 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.

XLIV. And

XLIV. And be it further enacted, That all such yearly Rents or Sums as shall be agreed on between the said Company and the Parties interested in such Lands as aforesaid shall be charged on the Rates arising by virtue of this Act, and shall be paid by the said Company as the same shall become due and payable; and in case the same shall not be paid within Sixty Days next after the same shall so become due and payable, it shall be lawful for the Person to whom such yearly Rents or Sums shall be due and owing as aforesaid to sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record, or otherwise to seize and distrain any Engines, Carriages, or other Goods or Effects of the said Company which shall be found upon the said Railway, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging (Information of such Distress being immediately given to the said Company by Notice in Writing), and to detain the same until Payment of such yearly Rents or Sums then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Ten Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages, or other Goods or Effects so distrained shall and may be sold or disposed of in such Manner as the Law directs in case of a Distress for Rent.

Yearly Rents
to be charged
on the Rates.

XLV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between the Parties or awarded by a Jury in manner aforesaid for the Purchase of any Lands, or as a Satisfaction

Power to
enter Lands,
&c. on Pay-
ment or
Tender of
Purchase
Money.

tion and Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then upon Payment of such Money into the Bank of *England* as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England* as herein-before directed, to an Account *ex parte* the *London and Birmingham Railway Company*, then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands; and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as

aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

XLVI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating deep Cuttings, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and Materials from such adjoining Lands for forming Embankments or for making Bricks; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors

Compensation to be made for temporary Damage.

prietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned ; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands or upon any Part thereof respectively, any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works shall be then carried on, and to dig, cut, get, take, remove, and carry away out of and from such adjoining Lands or any Part thereof any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, and to manufacture the same, without having previously made such Payment, Tender, or Investment as herein-before mentioned, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making

making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to Damages to a small Amount: Provided always, that the said Company shall and they are hereby required, within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company; provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fencings so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Five hundred Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Eight hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion

Mansion in Writing first obtained for that Purpose.

Houses and Gardens not to be used unless specified in Schedule.

XLVII. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected or built on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-two, or any Ground which was then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter to a House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner and Occupier thereof respectively.

Breadth of Land to be taken for Railway.

XLVIII. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty Yards in Breadth, except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for Embankments for crossing Vallies or low Grounds, or for Cuttings through high Grounds, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Wharf, or other Erection and Buildings, and not in any Place exceeding Two hundred Yards on each Side of the Line of Railway, except at or near the Termination of the Line of such Railway within the Parishes of *Saint Pancras*

Pancras and Saint John Hampstead in the County of *Middlesex*, and *Aston-juxta-Birmingham* and *Saint Martin Birmingham* respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

XLIX. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Line so delineated upon the said Plans; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book 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 herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Company empowered to deviate from Plan to an Extent not exceeding One hundred Yards.

L. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other

Where small Parcels of Land are intersected the Company compellable to purchase the whole.

other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at their own Expence, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner, and if Meadow or Pasture seeding down the same.

Empowering
Company to
purchase
Fifty Acres
of Land for
the Purpose
of additional
Stations, &c.

LI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation (who shall be willing to sell the same) for the Purchase of any Lands, not exceeding in the whole Fifty Statute Acres, in addition to the Lands herein-before authorized to be taken, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which

which the said Company shall judge requisite ; and it shall be lawful for all Corporations, and all other Persons, including especially such Corporations and Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned, or any of them, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by this Act authorized.

LII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and to such Persons as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act ;
and

Company authorized to sell Lands not required for additional Stations, &c. and afterwards to purchase other Lands for the same Purposes.

and in the meantime, and until the said Company shall think proper to make such Sale, it shall be lawful for the said Company to let such Lands or any Part thereof to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

Restraining
Company
from pur-
chasing more
than Fifty
Acres of
Land for
additional
Stations from
incapacita-
ted Persons.

LIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase of Persons and Corporations willing to sell the same Fifty Statute Acres of Land by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences : And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations, or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations or Persons being under legal Disability or Incapacity in lieu of the Lands so sold ; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Fifty Statute Acres ; and in case the said Company shall purchase such Fifty Statute Acres from any Corporations or other

other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

LIV. And be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Lands purchased by the said Company under the Provisions of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purposes of this Act; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall be deemed to be excepted out of the Purchase of such Lands, and may, subject to the Restrictions herein-after contained, be worked by the respective Owners or Lessees thereof under the said Lands or the Railway or other Works of the said Company, as if this Act had not been passed.

Company
not to claim
Mines, &c.
under Land
purchased.

LIV. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Ironstone, Limestone, Stone, Slate, Clay, or other
Mines

Owners of
Mines to give
Notice to the
Company of
their Inten-
tion to work

them, and
Company to
have Liberty
to purchase.

Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention, at least Twenty-one Days before he shall begin to work such Mines; and upon the Receipt of such Notice it shall be lawful for the said Company to inspect or cause such Mines to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase, and to purchase any such Mines, or any Part thereof, the getting and working of which may appear likely to prejudice or damage the said Railway or other Works; and in case the said Company and such Proprietor, Lessee, or Tenant do not agree as to the Amount or Value of such Mines, the same shall be ascertained and settled by the Verdict of a Jury as is hereinbefore directed with respect to the Lands which may be taken for the Purposes of this Act: Provided nevertheless, that in case the said Company do not, before the Expiration of such Twenty-one Days, declare their Desire to purchase the said Mines, and treat with such Proprietor, Lessee, or Tenant for the same, then it shall be lawful for the Proprietor, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby.

If Company
purchase

LVI. Provided also, and be it further enacted, That in case the said Company shall purchase any

any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines or Strata so purchased by the said Company as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines on each Side of the Mines so purchased as aforesaid, the requisite Number of such Airways, Headways, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Two competent Persons, one to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company, or if either such Proprietor, Lessee, or Tenant, or the said Company, shall, for Seven Days after being required, neglect or decline to appoint such competent Persons, or if such competent Persons being appointed shall for Fourteen Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the County, Liberty, or Place where such Mines shall be situate, whose Decision shall be binding, and such Justices are hereby authorized and empowered, at the Request of either Party, to take cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of

E such

Mines, the Owners of Mines adjoining on each Side the Railway may make Communications.

such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company for all Coal or other Mines worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines.

Method of discovering when Mines are working under the Railway.

LVII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass, wherein any such Mines shall be found, and likewise to enter into and return from any Coal-pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively ; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines, who have so worked or got the same contrary to the Directions of this Act, respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said

said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

LVIII. And be it further enacted, That from and after the passing of this Act no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the said Railway: Provided always, that it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connection Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway, provided

No Shaft to
be sunk on
the Railway.

that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway, or interrupt in any Manner the free Passage upon or along the same.

Limiting
Width be-
tween Rails
of Railway.

LIX. And be it further enacted, That the Distance between the inside Edges of the Rails of the said Railway shall not be less than Four Feet and Eight Inches, and the Distance between the outside Edges of the Rails of the said Railway shall not be more than Five Feet and One Inch.

As to Ledges
of Railway
when cross-
ing public
Roads.

LX. And be it further enacted, That where the said Railway shall cross any public Highway, the Ledge or Flanch of such Railway, for the Purpose of guiding the Wheels of the Carriages thereupon, shall not rise above nor sink below the Level of such Road more than One Inch.

Railway not
to cross
Turnpike
Roads on a
Level.

LXI. And be it further enacted, That where the said Railway shall cross any Turnpike Road, either such Turnpike Road shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road, at the Expence of the said Company, by means of a Bridge, where not otherwise provided for by this Act, of such Construction as is herein-after mentioned.

Regulations
as to Width
and Height
of Bridges
for carrying
Railway over
public Roads.

LXII. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road or public Carriage Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a
clear

clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Turnpike Road or public Carriage Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirteen Feet.

LXIII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road or public Carriage Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road or public Carriage Road shall not be more than One Foot in Thirty Feet, and with respect to any private Carriage Road, not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Regulating:
Ascent of
Bridges for
carrying
public Roads
over Rail-
way.

LXIV. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, Eyes, or Openings to or from any Tunnel to be made for the Purposes of this Act, it shall be lawful for the said Company to sink and construct such Shafts, Pits, Eyes, or Openings in such Places as the said Company shall think necessary; but such Shafts, Pits, Eyes, or Openings shall not be sunk or constructed in any public Highway.

Openings
into Tunnels
not to be
made in
public High-
ways.

Tunnels not
to be made
by open Cut-
tings without
Consent.

LXV. And be it further enacted, That the said Company shall and they are hereby required to make and execute all and every the several Tunnels, being Eleven in Number, laid down and specified in the Map or Plan of the said Railway herein-before mentioned to be deposited with the Clerks of the Peace of the several Counties and Places through which the said Railway is intended to pass, and shall not make an open Cutting of the Ground in lieu of the said Eleven Tunnels or any of them without the Consent in Writing of all the Owners and Occupiers of the Lands through which any such Tunnel shall be intended to pass.

Tunnels at
Oxhey Lane,
&c.

LXVI. And be it further enacted, That nothing herein contained shall extend to prevent the said Company, in executing the said Tunnels, from making the said Tunnels at each Extremity thereof respectively for the Space of Sixty Feet by means of open Cutting, the Soil above the same being effectually made good after such Tunnels respectively shall have been completed; and provided also, that nothing herein-before contained shall extend to prevent the said Company from making such Alterations in their Plan as they may think proper, with respect to shortening the same or otherwise, as regards the Tunnels at or near *Oxhey Lane* in the County of *Hertford*, at or near *Leighton Buzzard*, and at or near *Berkswell* in the County of *Warwick*.

Providing
for Injury to
Roads.

LXVII. Provided also, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway, or
Tramroad,

Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall at their own Expen- ce, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road the substituted Road, if temporary, shall be set out and made, and the principal Road shall be restored, within Six Calendar Months after the Commencement of the Operation.

LXVIII. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway, not being a Turnpike Road, on a Level, the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such public Highway, where the said Railway shall communicate therewith; all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, and which Person the said Company are hereby required to appoint, except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same shall be opened for the Purpose only of letting such Carriages pass through; and the Person intrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed

Where the Railway crosses public Highways on a Level, Company to erect Gates on each Side.

E 4

through

through the same, under the Penalty of Forty Shillings for every Default therein.

For fencing
off Railway
through
private
Lands.

LXIX. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same, and to keep the same constantly separated from the Lands adjoining to such Railway and other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works, or any of them respectively, shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same, instead of erecting Gates across the same as aforesaid; and shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

Company to
erect Gates
for the Pro-
tection of
adjoining
Lands.

LXX. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient

convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, within their respective Jurisdictions, shall judge necessary and appoint (in case there shall be any Dispute about the same,) for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout, by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts
and

and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default

of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so erected or made, prevent or obstruct the working or using the said Railway.

LXXI. And be it further enacted, That if Owners of Lands empowered to erect Gates, &c. in case of Insufficiency of those erected by Company.

shall pass, it shall be lawful for any such Owner

or

or Occupier, with the Consent of the said Company upon Request made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices, to make and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages of the same or like Construction or Form with those made and erected by the said Company, over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

Company to
make suffi-
cient Drains,
&c. to carry
Water off
adjoining
Lands.

LXXII. And be it further enacted, That the said Company shall and they are hereby required from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the
Prejudice

Prejudice of any of the said Lands ; and also to make proper Watering Places for Cattle, in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of easy and convenient Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose ; and it shall be lawful for the said Company, and they are hereby required, from Time to Time to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over, and Tunnels for the same respectively, as any Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Buckingham*, *Northampton*, *Warwick*, or *Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, as the Case may require, shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively, and all such Arches, Tunnels, Culverts, Watercouses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company ; and if at any Time after Ten Days Notice in Writing shall be given, by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway, to the
the

the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or, being made, are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, as the Case may require, from Time to Time, as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Allowing
the Owners
of adjoining
Lands to
make

LXXIII. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other

other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway, for the Purpose of passing, with Horses and Carriages, in, upon, or across such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway, for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company, as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway, for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick,*

Branches
to commu-
nicate with
Railway in
convenient
Places.

Warwick, or Worcester, or for the Liberty of Saint Alban, or the City of Coventry, within their respective Jurisdictions, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Roads may be made across the Railway by the Owners of adjoining Lands.

LXXIV. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such first-mentioned Railway, Bridge, or Culvert for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorised to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two Magistrates, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby
or

or by the Want of Repair thereof done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done, it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LXXV. And be it further enacted, That all Persons opening any Gate set up across the said Railway, or any Gate set up at either Side of the said Railway, to communicate with adjoining Lands, shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Gates opening upon the Railway to be shut and fastened after Persons have passed through them.

LXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize the said Railway Company, on any Account or Pretence whatsoever, to alter or divert the Course of the Feeder belonging to the Regent's Canal Company in the

For Protection of Feeder to Regent's Canal.

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Parish

Parish of *Willesdon*, which conveys the Waters of the River *Brent* to the Grand Junction Canal; but that wherever the said Railway shall cross the said Feeder a good and sufficient Brick, Stone, or Iron Culvert, of the Diameter of Six Feet at the least, shall be constructed, at the sole Expence of the said Railway Company, but under the Direction and to the Approbation of the Engineer for the Time being of the said Regent's Canal Company, across the said Feeder, with a Head or retaining Wall at each End to support the said Railway; and the said Culvert shall be for ever after preserved in good Condition and Repair at the Cost and Expence of the said Railway Company; and that in case the said Railway Company shall neglect or refuse to repair such Culvert, Head Walls or retaining Walls, or any of them, immediately after Notice in Writing for that Purpose shall be given them by the Secretary or Engineer to the Regent's Canal Company to repair and make good the same, it shall be lawful for the Engineer for the Time being of the Regent's Canal Company to cause the same to be repaired and made good, and the Expences thereof shall thereupon be paid by the said Railway Company to the said Regent's Canal Company; and in default thereof, within Twenty-one Days after Demand, the same may be recovered by Action of Debt against the said Railway Company in any of His Majesty's Courts of Record at *Westminster*.

For protect-
ing Maryle-
bone and
Finchley
Roads.

LXXVII. And whereas it is intended that the said Railway shall be carried under the *Marylebone* and *Finchley* Turnpike Roads in the County of *Middlesex*, by means of a Tunnel commencing in an Estate belonging to the Provost and College of *Eton*, and terminating
in

in an Estate belonging to Colonel *Eyre*, both in the Parish of *Hampstead*; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under both the Roads called the *Marylebone* and *Finchley* Roads, at the Places where the said Railway, as delineated in the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Mouth or Opening of the said Tunnel on each Side thereof shall not be less than One hundred Yards from the said Roads respectively: Provided always, that in the Execution of the said Tunnel or Works no Use whatsoever shall be made of the said Roads or either of them, by the said Company, either by crossing the said Roads or either of them, or by going or passing along the same, or otherwise howsoever, without the Consent of the said Trustees being first obtained in Writing; and in case such Consent shall be obtained, then Compensation shall be paid for the Use of the said Road or Roads, as they the said Trustees and the said Company shall previously agree upon.

LXXVIII. And whereas it is intended that the said Railway shall be carried under the *London* and *Edgeware* Road at *Kilburn*, the *London* and *Harrow* Road at *Kensall Green*, and the *London* and *Harrow* Road at *Wembley Green*, all in the County of *Middlesex*, and which are herein-after called Metropolis Roads, by means of Tunnels to be constructed by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby

Regulating
the Con-
struction of
Tunnels
under the
Roads herein
described.

authorized and required to construct, at their own Expence, a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under each of the said Roads called the *London* and *Edgeware* Road and the *London* and *Harrow* Road, at the several Places where the said Railway, as delineated on the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Length of each of such Tunnels shall not be less than Thirty Yards on each Side beyond the Extent of the said Roads and Foot-paths; and that each of the said Tunnels shall be so constructed that the Soffit of the Arch thereof shall not be less than Three Feet beneath the Surface of the Road under which the same shall pass, when the Surface of the said Road shall have been made of such Level as hereinafter is provided, except at *Kilburn*, where the same shall not be less than Two Feet.

Regulating
the Level of
Metropolis
Roads where
the same are
crossed by
the Railway.

LXXIX. And be it further enacted, That the Surface of each of the said Metropolis Roads shall, at the Places where the Tunnels shall pass under the same, be made and shall be of the Level following; that is to say, the Surface of the *London* and *Edgeware* Road at *Kilburn* shall, by and at the Expence of the said Company, be raised, with Road Materials, Gravel, Flint, or Stone, and in a good and sufficient Manner, One Foot and no more above its present Level, at the Place where the said Railway shall be carried under the said Road by such Tunnel as aforesaid; and that the Surface of the *London* and *Harrow* Road at *Kensall Green* shall remain at its present Level; and that the Surface of the *London* and *Harrow* Road at *Wembley Green* shall,

shall, by and at the Expence of the said Company, be raised by Embankment to a Height not exceeding Eighteen Feet above its present Level at the Place where the said Railway shall intersect the said Road, and such Embankment, and the Road so raised thereby, shall be extended at the same Level on the Eastern Side of the said Railway along the Line of the said *London and Harrow* Road until it shall meet or fall in with a corresponding Level on the Surface of the said Road, so as to avoid all Undulations in the said Road, and on the Western Side of the said Railway the said Embankment and the Road so raised thereby shall be extended along the Line of the said *London and Harrow* Road, with an Inclination or Descent towards such Roads of not more than One Foot in Sixty Feet, until it shall fall in and unite with such Road; and that the present Breadth of the Carriageway, Footways, and any Depôts for Materials on the Sides of the Road so to be raised by Embankment, shall in nowise be contracted, but the same shall, if necessary, and be so required by the Surveyor General for the Time being for the Commissioners of the Metropolis Roads, be enlarged to the Satisfaction of such Surveyor.

LXXX. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to do and perform, and for ever to continue, all such Acts and Things in the way of watching and lighting, and other precautionary Measures, upon and about the several Bridges and Tunnels of the said Railway by which the same shall be carried over and under the said Metropolis Roads, as shall by the Surveyor General for the Time being to the said Commissioners be deemed necessary and required to be done by the said Company for the Public Safety,

Regulations for lighting and watching Railway where same crosses Metropolis Roads.

Safety, Convenience, and Protection of the said Metropolis Roads, by reason of the Construction and using of the said Railway.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the Surveyor General to the Commissioners, and all Damages to be repaired by the Company.

LXXXI. Provided always, and be it further enacted, That the Bridges and Tunnels hereby required to be constructed over and under the said Metropolis Roads respectively, and all Approaches, Walls, and other Works belonging to such Bridges and Tunnels respectively, and the said Embankments and raised Roads at *Wembley Green* and *Kilburn*, and such temporary substituted Roads as during the Construction of such Embankments and raised Roads it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such several Roads, and also all Repairs and Renewals of the said several Bridges and Tunnels which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Surveyor General for the Time being to the Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Bridges, Tunnels, Embankments, and the Works belonging thereto, and which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, and that the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being; and previously to the Commencement of the said Bridges, Tunnels, and other Works, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Surveyor General for the Time being; and in case, in the Construction of the said

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Bridges

Bridges and Tunnels, or any of them, the same Company shall do or cause any Injury or Damage to the said Metropolis Roads, or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General to the said Commissioners of the Metropolis Roads, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alteration of the Metropolis Roads, or any of them, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor General for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid on Demand by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LXXXII. Provided also, and be it further enacted, That the said Company in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, nor shall the Bridges and Tunnels hereby authorized and required to be made over and under the said Metropolis Roads respectively, or any of them, be made at any other Places or Place than the Places marked out for that Purpose in the said Plan, with-

Company not to deviate from the Line so far as to affect the Metropolis Roads, without Consent of Surveyor General.

out the Consent in Writing of the Surveyor General to the Commissioners of the Metropolis Roads for any of the Purposes aforesaid first had and obtained.

Company to keep in repair the Bridges and Tunnels connected with the Metropolis Roads.

LXXXIII. Provided also, and be it further enacted, That after the said Bridges and Tunnels over and under the said Metropolis Roads shall have been constructed pursuant to the Directions of this Act the said Company shall and they are hereby required at all Times thereafter to keep the said Bridges and Tunnels, and all Approaches, Walls, and other Works belonging to such Bridges and Tunnels, in good and complete Repair, to the Satisfaction of the Surveyor General for the Time being to the Commissioners of the Metropolis Roads; and in case of any Want of Repair to the said Bridges and Tunnels, Approaches, Walls, and other Works, or any of them, and Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid, on Demand, by the said Company, or in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LXXXIV. And

LXXXIV. And whereas the said Railway is intended to commence at or near the Regent's Canal in the Parish of *Saint Pancras*; be it enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the Regent's Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or the Towing Path thereto, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or of any Part thereof, or to divert any of the Waters therein, or which may be taken for the Use of or which now supply the said Canal, or to interfere with or injure, or take or use, any of the Lands, Wharfs, Roads, Towing Paths, or any of the Works belonging to the said Company of Proprietors; and that it shall not be lawful for the said Railway Company, by the Exercise of any of the Powers, Privileges, or Authorities by this Act given to the said Railway Company, to take, use, damage, pass along, or interfere with the Road called the Commercial Road, leading from the Regent's Canal to the *Hampstead* Road, or the Footpath of the said Commercial Road, or any of the Land Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders or other Works of or belonging to the said Regent's Canal, or any Part thereof, (except the said Feeder in the Parish of *Willesdon*,) without the Consent of the said Company of Proprietors of the Regent's Canal under their Common Seal first had and obtained.

For protect-
ing the Re-
gent's Canal.

LXXXV. And whereas the said Railway is intended to be carried over or near to the Grand Junction Canal, or to the Locks, Embankments, Side

For Protec-
tion of the
Grand Junc-
tion Canal.

Side Ponds, or other Works thereof, in the respective Parishes of *Willesdon* in the County of *Middlesex*; of *Abbots Langley*, *Kings Langley*, *Hemel Hempsted*, *Great Berkhamsted*, and *Northchurch* in the County of *Hertford*; of *Cheddington*, *Linslade*, *Soulbury*, and *Woolverton* in the County of *Buckingham*; and of *Blisworth*, *Gayton*, *Bugbrook*, *Lower Heyford*, *Whilton*, and *Long Buckby* in the County of *Northampton*; and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Grand Junction Canal; 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 any Part thereof, or to divert any of the Waters therein, or which now supply the said Canal, or to injure any of the Works of the said Canal; 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 Clerks of the Peace for the Counties of *Middlesex*, *Hertford*, *Buckingham*, and *Northampton*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said Grand Junction Canal, 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.

LXXXVI. And

LXXXVI. And be it further 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, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over the said Canal and the Towing Path thereto, with proper Approaches to each such Bridge; and the Soffit of each such Bridge shall be at least Ten Feet above the Top-water Level of the Canal at the Centre of the Water Way, 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 each such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-two Feet for the Water Way and Eight Feet for the Towing Path under each such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing each 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 Water Way 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 each of the said Bridges, 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 shall not exceed Fifteen Days; nor shall less than Twenty-two Feet for the said Water Way and Eight Feet for the said Towing Path be left during the Remainder of the Period of constructing, or repairing, or renewing each such Bridge; and that the present Towing Path shall remain undisturbed until

Prescribing
Manner of
constructing
Bridges over
the Grand
Junction
Canal.

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 each such Bridge.

For preventing Obstructions in Grand Junction Canal, and providing for Repairs of Bridges, &c. over the Canal.

LXXXVII. And be it further 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 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 said Grand Junction Canal, or the Towing Path thereof, shall be so obstructed that Boats, Barges, 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 Water Way and Towing Path hereinbefore 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 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 of or Persons employed by the said Railway Company, then and in every such Case 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

of the said Sum or Sums, as the Case may be, on Demand made on the Treasurer or any Officer 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 His Majesty's Courts of Record at *Westminster*; and in case the Bridges to be erected for the said Railway over the said Grand Junction Canal, or any of them, or the Towing Path Walls under the said Bridges, or the several Approaches, Side Slopes, or Banks of the said Railway next 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 Repairs, 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 His Majesty's Courts of Record at *Westminster*; provided also, that nothing herein 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 Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special 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

before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said 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.

For Protec-
tion of Grand
Union Canal.

LXXXVIII. And whereas the said Railway is planned to cross the Grand Union Canal in the Parish of *Watford* in the County of *Northampton* in an oblique Direction, and by a Viaduct Bridge over the said Canal; be it further 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 Union Canal, nor empower the said Railway Company to alter the Depth of the Level of the said Grand Union Canal, or to injure any of the Works thereof, or to alter the Line of the said Railway over the said Canal; and the Bridge over the said Canal and the Towing Path thereof shall have a clear and uniform Opening of not less than Twenty-two Feet for the Water Way and Eight Feet for the Towing Path under the same Bridge, and the Height of the Soffit of the Arch or Viaduct shall be at least Ten Feet above the Top-water
Level

Level of the said Canal, measured from any Place within Seven Feet of the Centre of the Water Way; and no Part of the Arch over the Towing Path shall be less than Nine Feet above the said Top-water Level of the said Grand Union Canal, and the said Towing Path shall be Two Feet above the said Level; and the said Bridge shall have proper Approaches; and the Navigation shall not be impeded during the Construction of the said Railway Bridge over the said Canal, or at any future Time, any further or otherwise than shall be unavoidably necessary in constructing the said Bridge, and making the necessary Repairs thereto, and in no Case so as to prevent the due and ordinary passing of Boats and Horses along the said Canal; and the said Railway Company shall at their own Expence, as requisite, maintain the said Railway Bridge, and Towing Path, Wall, and Works necessary for the free and unobstructed Navigation of the said Grand Union Canal, in good and perfect Order, Repair, and Condition, to the Satisfaction of the principal Engineer for the Time being of the said Grand Union Canal Company.

LXXXIX. And be it further enacted, That if the said Grand Union Canal shall be obstructed or impeded by any Act, Deed, Work, or Neglect of the said Railway Company, so as that the Boats and Horses navigating the same shall not be able to pass along or shall be impeded in the Passage along the same, contrary to the true Intent and Meaning of this Act, then in any or either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the Grand Union Canal the Sum of Fifty Pounds for every Twenty-four Hours during

Penalty for obstructing Grand Union Canal, and providing for Repairs of Railway Bridge over Canal.

during which such Obstruction shall continue on the said Grand Union Canal, as or by way of ascertained Damages, and so in proportion for any less Time than Twenty-four Hours ; and in default of Payment of the said Sum, on Demand made of the Treasurer or principal Clerk of the said Railway Company, the said Grand Union 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 His Majesty's Courts of Record at *Westminster* ; and in case the said Bridge, or the Towing Path of the said Grand Union Canal under the said Bridge, or the Brickwork of the Walls thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof, shall not be kept in good and substantial Repair, it shall be lawful for the said Grand Union Canal Company to do the needful Repairs, and to recover the Amount of all the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

For protect-
ing Newport
Pagnell
Canal.

XC. Provided always, and be it further enacted, That nothing herein contained shall extend to authorize the said Company, for any of the Purposes of this Act, to divert, alter, or deepen the Course of the Canal called the Grand Junction Canal, in the Parish of *Woolverton* in the County of *Buckingham*, or in any other Parish lying between the Lock on the said Canal in the Hamlet of *Fenny Stratford* in the said County of *Buckingham* and the Lock on the said Canal in the Parish of *Cosgrove* in the County of *Northampton*, or to do or execute any other Matter or Thing whatsoever whereby the Supply

Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said *Oxford* Canal Navigation, or any Part thereof, shall be taken, used, or damaged, without the Consent of the said Company of Proprietors of the *Oxford* Canal Navigation under their Common Seal first had and obtained.

Company to erect a Bridge over the *Oxford* Canal.

XCII. And be it further enacted, That in carrying the said Railway over the said *Oxford* Canal Navigation the said Railway Company shall and they are hereby required, at their own Expence, 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; and that the Span of the said Bridge between the Abutments thereof shall not be less than Forty-eight Feet in the Clear, so as to include the Canal, the Towing Path, and the offside Benching, without Contraction or Deviation, either horizontally or vertically, allowing Thirty-four Feet for the Width of the Canal at Bench Level, Ten Feet for the Width of the Towing Path, and Four Feet for the Width of the offside Benching; and that no Part of the Soffit of the Arch shall come within less than Ten Feet of the Towing Path of the said Canal.

No Obstruction to be made to *Oxford* Canal during the building or repairing the Bridge over the same.

XCIII. And be it further enacted, That during the Erection of the said Bridge, and at all future Times during any Repairs thereof, no Obstruction shall be occasioned to the Boats or Barges passing along the said Canal, or to the Towing Horses drawing the same, but that at all Times during such Erection or Repairs a Water Way of not less than Sixteen Feet, a Towing Path of not less than Eight Feet, and a clear Height

Height of not less than Ten Feet from the Surface of the Water, shall be left above the said Canal and Towing Path, for the Navigation of the said Canal; and that the said Bridge shall be constructed, as regards its Position, Form, and Dimensions, over the said Canal, to the Satisfaction of the principal Engineer for the Time being of the said Company of Proprietors of the *Oxford Canal*.

XCIV. And be it further enacted, That if by reason or in 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, or if by any Act or Omission of the said Railway Company or any of their Agents, Servants, or Workmen, the said *Oxford Canal Navigation*, or the Towing Path thereof, shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the Passage along the same, or in case the Space under the said Bridge shall at any Time be contracted so as to be less in Width or Height than is hereinbefore prescribed, then and in either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Oxford Canal Navigation*, as or by way of ascertained Damages, the Sum of Two hundred Pounds for every Twenty-four Hours during which such Obstruction or Contraction shall continue on the said Canal, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, or such Proportion thereof as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Oxford Canal Navigation* may sue for and

Penalty on
Company
obstructing
the *Oxford*
Canal Navi-
gation.

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 His Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said *Oxford* Canal Navigation or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors of the *Oxford* Canal Navigation to do the needful Repairs, 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 His Majesty's Courts of Record at *Westminster*.

For protect-
ing the Bir-
mingham
Canal, and
regulating
the Con-
struction of
the Bridge
over the
same, and
the Repairs
thereof.

XCV. And whereas the said Railway is intended to be carried over the *Birmingham* Canal Navigation at a Place called *Nova Scotia* Gardens, in the Parish of *Aston* nigh *Birmingham*, by means of a Bridge or Viaduct: And whereas it is expedient to provide against the Injury that may be occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the Approbation of the Engineer for the Time being of the Company of Proprietors of the *Birmingham* Canal Navigations, a good, firm, and substantial Bridge or Viaduct, of Brick, Stone, or Iron, over the said Canal and the Towing Paths thereof, with proper Approaches thereto, at the said Place called *Nova Scotia* Gardens, upon which Bridge or Viaduct the said Railway shall be made; and the Opening or Span of the Arch of
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the said Bridge or Viaduct shall not be less than Thirty-two Feet between the Walls or Abutments thereof, and the Spring of the Arch shall commence at a Point not being less than Seven Feet above the Surface of the Water, according to the High-water Level thereof, and the Under-side of the Centre of the said Arch shall not be less than Twelve Feet in Height above the Surface of the Water, according to the High-water Level thereof; and the said Railway Company shall at all Times for ever after such Bridge or Viaduct shall be erected keep the same, and any future Bridges or Viaducts to be erected in lieu thereof, and which shall be of the like Dimensions, Capacity, and Materials as are hereinbefore mentioned, in good and complete Repair; and in case of any Want of Repair to the said Bridge or Viaduct, and Notice thereof being given by any Agent of the said *Birmingham Canal Company* to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Three Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Birmingham Canal Company* from Time to Time to make all such Repairs to the said Bridge or Viaduct as they may think necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham Canal Company*, upon Demand, and in default of such Payment any Two or more of His Majesty's Justices of the Peace for the said County of *Warwick* shall and they are hereby required, on Application by the said *Birmingham Canal Company* or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices,

to cause the Amount of such Expences, which shall be first settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Birmingham Canal Company*, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or otherwise the said *Birmingham Canal Company* shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company not to obstruct the *Birmingham Canal*, nor to deviate from their own Line without Consent.

XCVI. And be it further enacted, That the said Railway Company shall not, in the erecting of such Bridge or Viaduct, nor by means of such Bridge or Viaduct when erected, nor in the Repair thereof, nor in the Erection of any future Bridge or Viaduct in lieu thereof, contract the Width of the said *Birmingham Canal* or of the Towing Paths thereof, nor obstruct the Course of the Water nor impede the Navigation of the said Canal, nor shall the said Railway Company in erecting such Bridge or Viaduct deviate to the North from the Situation thereof laid down in the Plan lodged with the Clerk of the Peace for the County of *Warwick*, without the Consent in Writing of the said *Birmingham Canal Company* under their Common Seal first had and obtained.

Saving the Rights of the *Birmingham Canal Company*.

XCVII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Birmingham Canal Navigations* in and by the

the several Acts relating to the said Canals ; but saving and reserving to the said Company all the Rights, Privileges, Powers, Authorities, and Provisions in the said Acts respectively contained, as if this Act had not been passed, save and except as is herein-before expressly provided for.

XCVIII. And be it further enacted, That nothing herein contained shall enable the said Company to deviate from the Line of the said Railway laid down and specified on the Map or Plan herein mentioned so far as the said Line leads or extends through the Grounds of the old Castle of *Berkhampsted* and *Berkhampsted Place*, or near the Residences of *Thomas Reeve Thornton* Esquire, or *Beriah Botfield* Esquire, without the previous Consent of the Owners for the Time being of the said Castle and Place, or of the said *Thomas Reeve Thornton* or of the said *Beriah Botfield*, as the Case may require ; any thing herein contained to the contrary thereof in anywise notwithstanding.

Not to deviate from Plan through the Grounds of *Berkhampsted Castle, &c.*

XCIX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents or Workmen, or any other Persons, to construct or make any House, Wharf, Warehouse, Toll House, Landing Place, Engine, or Building whatsoever, except the said Railway, and the necessary Bridges, Viaducts, Culverts, and Passages, or in any way to manufacture or dig any Earth or Clay, or lay, place, or deposit any Spoil Banks, Earth, Stone, or any other Materials or Things whatsoever, in any Lands or Grounds adjoining the old Castle of *Berkhampsted*, or the Mansion House called *Berk-*

Company not to erect Houses, Wharfs, &c. on Lands adjoining the Castle of *Berkhampsted*.

hampsted Place, lying on the East Side of the said Railway.

Company
not to make
Bricks, &c.
on certain
Lands.

C. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents or Workmen, or any other Persons, to make any Bricks or burn any Lime on any Part of the Lands and Grounds near or adjoining the Line of the said Railway in the Parishes of *Berkhampsted Saint Peter* and *Northchurch* in the County of *Hertford*, lying in the Space between the Road leading from *Berkhampsted Saint Peter* by *Whitehill* to *Great Gaddesden* (No. 1. in the Plan and Books of Reference of the Parish of *Berkhampsted Saint Peter*) and the Road leading from the Village of *Northchurch* to *Northchurch Common* and *Ashridge* (No. 37. in the Plan and Book of Reference of the Parish of *Northchurch*).

Company to
purchase
certain Land
from Lord
Southamp-
ton within
Twelve
Months.

CI. And whereas it is intended that the said Company shall purchase from the Right Honourable *Charles Lord Southampton* Baron *Southampton*, for the Purposes of this Act, the Piece of Land comprised in the following Description ; that is to say, all that Piece or Parcel of Land situate, lying, and being on the North Side of the Regent's Canal, and extending Eastward from an intended Road leading from the Top of *Park Street* over a Bridge across the Regent's Canal (being the Second Bridge reckoned Westward from the *Hampstead* Road, exclusive of the Bridge built over the Canal in the *Hampstead* Road,) into the *Hampstead* Road, at the East End of *Chalk Farm Lane*, containing in front next the said intended Road leading from the Top of *Park Street* over the said Second Bridge

Bridge into the *Hampstead* Road aforesaid, running from the said Second Bridge to the *Hampstead* Road, One thousand four hundred and fifty Feet; then turning Southward, and running in an irregular Line next the said *Hampstead* Road to a Street called Commercial Road or Place, One thousand six hundred and fifty Feet; then turning Westward to an Angle Four hundred and ninety Feet; then turning further Southward to an Angle Two hundred and twenty Feet; then turning further Westward, and running by the Side of the Towing Path of the Regent's Canal to the Front next the said Second Bridge, Seven hundred and thirty Feet; the Dimensions being of Assize, and severally little more or less; and also all that triangular Piece or Parcel of Land situate, lying, and being on the West Side of the said intended Road leading from the Top of *Park Street* over the said Second Bridge into the *Hampstead* Road, at the East Corner of *Chalk Farm Lane*, containing in front next the said intended Road, reckoning from *Chalk Farm Lane* Southward to an Angle, Seven hundred Feet; then turning in a North-west Direction, and running to *Chalk Farm Lane*, Eight hundred and sixty Feet; and then turning Eastward in an irregular Line next *Chalk Farm Lane*, and running to the Front next the said intended Road, Five hundred and sixty Feet; the Dimensions being of Assize, and severally little more or less; and it is expedient that the said Purchase should be completed, if at all, as speedily as conveniently may be after the passing of this Act; be it enacted, therefore, That in case the said Company shall not within Twelve Calendar Months from the passing of this Act complete the said Purchase by paying to the said *Charles Lord Southampton*

Southampton the Value of the said Pieces of Land, and accepting from the said *Charles Lord Southampton* a Conveyance of such Pieces of Land, he the said *Charles Lord Southampton* being on his Part within the Period aforesaid ready and willing to make a good Title to and effectually to convey the said Pieces of Land to the said Company, on receiving the Value thereof, then and from thenceforth all Powers, Privileges, and Authorities by this Act given to the said Company over or affecting the Lands of the said *Charles Lord Southampton*, or in anywise relating thereto, shall cease and be utterly void.

Roads to be made across Lands intended to be purchased of Lord Southampton.

CII. And whereas with a view to the improving the Lands of the said *Charles Lord Southampton* adjoining or near the Lands so intended to be taken by the said Company for the Purposes of this Act, certain Roads or Streets have been laid down or marked out, which Roads or Streets as marked out traverse the Land so intended to be taken by the said Company, and it is intended that such Roads or Streets shall be continued and made through the Lands so intended to be taken; be it therefore enacted, That the said Company shall, within Two Years after they shall be in Possession of the said Pieces of Land, at their own Expence, lay down and make, and from Time to Time thereafter keep in repair, a Road or Street Fifty Feet in Width, traversing the said Pieces of Land in a Direction from the Top of *Park Street*, across and over a certain Bridge built over the Regent's Canal (being the first Bridge reckoned West from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road*), leading to the *Hampstead*

stead Road, commencing at the Foot of the said Bridge, and terminating at the said Road called the *Hampstead* Road, and also another Road or Street of the like Width of Fifty Feet, traversing the said Pieces of Land in a Direction from the Top of the said Street called *Park Street*, across and over another Bridge built over the Regent's Canal (and being the Second Bridge reckoned Westward from the *Hampstead* Road, exclusive of the Bridge built over the said Canal in the *Hampstead* Road,) to the said Road leading to *Hampstead* called the *Hampstead* Road, commencing at the Foot of the said Second Bridge, and terminating at the *Hampstead* Road.

CIII. And whereas the Line of the said intended Railway passes through an Estate belonging to the Provost and College of *Eton*, called *Chalcot's*, situate in the Parish of *Saint John Hampstead* in the County of *Middlesex*, and a little to the North of the *Regent's Park*: And whereas the said Provost and College, in the Year One thousand eight hundred and twenty-six, obtained an Act of Parliament enabling them to grant Building Leases of the said Estate, and thereby to improve the Value thereof, and in contemplation of such Building Leases the said Provost and College have laid out a Main Road along Part of their said Estate, the Course of which coincides with the Line of the said intended Railway, Part of which has been already made, and they have also made a Branch Road diverging from the said Main Road, and proceeding thence in a northerly Direction: And whereas it is expedient that the said Railway shall be carried through the said *Chalcot's* Estate with as little Detriment as possible to the Value and the intended Improvement thereof;

be

Tunnel
through
Chalcot's
Estate.

be it therefore enacted, That the said intended Railway shall for the Length of Seven hundred and thirty Yards at the least, to be computed from the Point where the Line of the said intended Railway crosses the Western Boundary of the said *Chalcot's* Estate, be carried under the said Estate along a Tunnel to be constructed by the said Company for that Purpose, and that the Mouth of the said Tunnel at the Eastern End thereof shall be made good and finished with a substantial and ornamental Facing of Brickwork or Masonry, to the Satisfaction of the Surveyor or Architect of the said Provost and College, so as effectually to prevent the Soil immediately above or around such Mouth from giving way or slipping down, and that the said Company shall at all Times for ever after such Tunnels and Facings shall have been constructed keep the same in repair.

The Tunnel in Chalcot's Estate to be formed by tunnelling, and not by open cutting.

CIV. And be it further enacted, That the said Tunnel, so far as it passes through the said *Chalcot's* Estate, shall be made and formed by tunnelling, and without cutting or removing the Surface of the Ground under which it shall pass, save and except for the Distance of Twenty Yards from the Entrance thereof, and save and except that it shall be lawful for the said Company to make such temporary Shafts as shall be found necessary for constructing the said Tunnel, subject to the Restrictions following; namely, that no such Shaft shall exceed Eight Feet in Diameter, that only Three such Shafts shall be open at One Time, and that all of them shall be effectually fenced whilst they shall remain open, and shall, except such permanent Shaft as hereinafter is authorized to be made, ultimately, within Four Years from the passing of this Act, be filled

filled up, and the Ground made good over the same.

CV. And be it further enacted, That except the said Mouth of the said Tunnel, and except as herein-after is provided, for the Purpose of constructing the said Tunnel, no Opening, Eye, Pit, or Shaft shall be made in the said Tunnel in any Part of the said *Chalcot's* Estate, without the Consent of the said Provost and College, testified under their Common Seal, first had and obtained, except One Shaft, with such Constructions and Machinery as shall be found expedient, for ventilating the said Tunnel, and which Shaft shall not exceed Eight Feet in Diameter, and shall be properly and effectually lined with Brick or Masonry, and shall be fenced round and secured by a Parapet Wall of Brick or Masonry at least Six Feet in Height, and which Shaft, Constructions, and Machinery shall be made as near to the Western Boundary of the said *Chalcot's* Estate as conveniently may be, and shall be constructed in such Manner as to be as little unsightly and inconvenient as possible, with reference to private Dwelling Houses which may be erected near the same.

Openings not to be made in the Tunnel in certain Parts of *Chalcot's* Estate.

CVI. And be it further enacted, That the Ground, Soil, and Surface above the said Tunnel shall remain the Property of the said Provost and College of *Eton*, who may at any Time hereafter erect, or cause or permit to be erected, any Buildings thereupon, and that the said Tunnel shall be constructed of sufficient Strength to admit of such Buildings being erected: Provided nevertheless, that as respects those Portions of the said Tunnel where the Crown thereof is within Fifteen Feet of the Surface of the Ground over the

Ground above the Tunnel in *Chalcot's* Estate to remain the Property of *Eton* College.

the same, no Building shall be erected over such Portions, nor shall the Ground or Soil over such Portions be moved or disturbed by the said Provost and College of *Eton*, or any Person claiming under them, except for the Purpose of Cultivation.

A Bridge and certain Fences to be erected on Chalcot's Estate.

CVII. And be it further enacted, That the said Company shall, at their own Expence, erect One Bridge of Communication across the said Railway in the said *Chalcot's* Estate, at such Place as shall be fixed by the Surveyor of the said Provost and College, and shall also erect such a Fence on each Side of the said Railway, from the Commencement of the Cutting up to the Mouth of the said Tunnel, as shall be approved of by the said Surveyor, and keep the same at all Times in repair.

Drains, &c. in Chalcot's Estate to be made good by the Company.

CVIII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to make good and restore all Drains at present existing upon the said *Chalcot's* Estate which shall be damaged or injured by the said Railway or the said Tunnel, or any other Works to be made in pursuance of this Act, and also to make any additional Drains which may become necessary for the effectual Drainage of the said *Chalcot's* Estate by reason or in consequence of the said Railway, Tunnel, or other Works.

No Spoil Earth to be deposited in any Part of Chalcot's Estate without Consent.

CIX. And be it further enacted, That no Spoil Earth or Materials arising from or relating to the said Railway or any of the Works connected therewith shall be deposited, laid, or prepared on any Part of the said *Chalcot's* Estate to the North of the said intended Line of Railway, without the Consent of the said Provost and College, testified

tified as aforesaid; and in case, after the said Railway shall be completed, the said Company shall require any Spoil Earth to be permanently left on any Part of the said Estate, the same shall be spread over the Surface in such Manner that the Depth thereof shall in no Place exceed Five Feet in Thickness.

CX. And be it further enacted, That as between the said Company and the said Provost and College of *Eton*, this Act shall operate as a Covenant by and on the Part of the said Company to observe and fulfil the Provisions herein-before contained for the Benefit or Protection of the said Provost and College; and the said Provost and College shall have the like Remedies in Law and in Equity against the said Company for the Breach or Non-performance of the said Provisions or any of them which the said Provost and College would or might have had in case such Covenant as aforesaid had been actually entered into by the said Company.

Company to perform the several Conditions contained in the Act in reference to Chalcot's Estate.

CXI. Provided always, and be it further enacted, That the Provisions herein-before contained relating to the said *Chalcot's* Estate, and for the Benefit and Protection of the said Provost and College of *Eton*, shall not in anywise extend or be construed to give to the said Company any Right to take or use any Parts of the said *Chalcot's* Estate for the Purposes of the said Railway, without paying and making Satisfaction to the said Provost and College for the Value of the Parts so taken or used, and Compensation for any Damage the said Provost and College of *Eton* may sustain by reason of such Parts being taken or used, or otherwise by reason of the Execution of the Powers of this Act.

Company to make Satisfaction for Damage done to Chalcot's Estate.

CXII. And

For making
a Viaduct on
the Estate of
the Radcliffe
Trustees at
Woolverton.

CXII. And whereas the Line of the intended Railway crosses the Valley of *Woolverton* in the Parishes of *Woolverton* and *Haversham* in the said County of *Buckingham*, and the Channels of the River *Ouse* which flow through the said Valley; and in order to prevent the Obstruction of the Current of the said River in Times of Flood, and the Damage to the adjacent Lands from the Violence and long Continuance of the Flood or Land Waters, be it therefore further enacted, That the said Company shall and they are hereby required, in carrying the said Railway across the said Valley, to erect and build at their own Expence, upon the Lands of the Trustees for the Time being of the Will of Doctor *John Radcliffe* deceased, a good, firm, and substantial Bridge or Viaduct of Brick or Stone over the said River, to have at least Three hundred and fifty Feet in Width clear Waterway, in the most effectual Situation for discharging the Waters brought down by the said River in Times of Flood, and the Soffit or Underside of the Key Stone of every Arch of the said Bridge or Viaduct shall not be less than Twenty-five Feet above the mean Level of the Surface of the Land in the said Valley at that Place, nor shall the Waterway under any One Arch of the said Bridge or Viaduct be less than Fifty Feet in Width between the Piers thereof; and that there shall not be less than Seven of such Arches or Waterways as herein-before described; and for the better Protection of the Land on each Side of the said Bridge or Viaduct, the said Company shall cause to be built and laid down the Walls and Pavement of Stone or Brick, and such other Works as are herein-after described; that is to say, Two Walls of the Length of Two hundred Feet,

Feet, and not less than Three Feet in Thickness, on the Rip-stream or West Side of the said Bridge or Viaduct, parallel to and at the Distance of Fifty Feet from each other, and in Two Lines, which shall be perpendicular to the Line of the said Bridge or Viaduct; the Down-stream Ends of the said Two Walls shall be joined to the Two Piers which support the middle Arch of the said Bridge or Viaduct; and also Two other Walls, to be constructed in manner aforesaid, of the Length of Two hundred Feet, on the Down-stream or East Side of the said Bridge or Viaduct, and the Up-stream Ends of the said last-mentioned Two Walls shall be joined to the said Two-last mentioned Piers, but the said last-mentioned Two Walls shall not be parallel to each other, but shall diverge, so that the Down-stream or Eastern Ends thereof shall be Eighty Feet apart from each other, making the Space between the said Two Walls on the West Side, and the Space between the said Two Piers, and the Space between the said Two Walls on the East Side of the said Bridge or Viaduct, a continuous Channel for the Water flowing down the said Valley at ordinary Times when there are no Floods; the Tops of the said Walls shall be on a Level with or of the same Height as the Surface of the adjoining Land, and the Foundations of the said Walls where they are joined to the said Piers to be laid Eight Feet at least below the Surface of the Water of the said River at its ordinary Height; and at the other Ends of the aforesaid Walls, namely, at the Up-stream Ends of the Two Walls on the West Side of the said Bridge or Viaduct, and at the Down-stream Ends of the Two Walls on the East Side of the said Bridge or Viaduct, the Foundations of the said Walls shall be laid not less than Two Feet
H below

below the Bottom of the present Channel of the said River *Ouse* ; the whole of the Bottom of the said Channel between the said Four Walls and the said Two Piers shall be paved, and that the said Pavement shall be at least Nine Inches thick, and that the upper Surface of the said Pavement immediately below the said middle Arch of the said Bridge shall be Six Feet at least below the Surface of the Water at its ordinary Height, or when there is no Flood, and that the Up-stream and Down-stream Ends of the said Channel, the upper Surface of the said Pavement, shall be made to correspond to or be laid at the same Level as the Bed or Bottom of the present Channel of the said River ; and previously to building the said Walls and laying down the said Pavement Two Oak Sills, Twelve Inches square at least, shall be laid down one at each End of the said Channel ; each of the said Sills shall be made to rest upon Piles driven into the Bed of the River, so that the said Piles under either of the said Sills shall not be more than Ten Feet apart from each other ; and each of the said Sills shall lie across the said Channel, one at each End thereof where the said Pavement terminates, so that the upper Surfaces of the said Sills and Pavements shall be in the same Plane ; on one Side of and close to each of the said Sills, namely, on that Side farthest from the said Viaduct, a Row of close Piles shall be driven to the Depth of Six Feet at least below the Top of each of the said Sills, and the said close Piles shall not be less than Three Inches in Thickness ; the Length of each of the said Sills at each End of the said Channel shall be such that both Ends of both the said Sills shall pass through the whole Thickness of each of the said Walls, and the Lengths of both the said Rows of

of close Piles shall be made to correspond with the Length of the said Sills respectively; and the said Company shall also cause to be built Four other Walls, namely, Two on the East and Two on the West Side of the said Bridge or Viaduct; the Two Walls on the West Side shall be parallel to and at the Distance of not less than Thirty Feet from the said Bridge or Viaduct; one of the said last-mentioned Walls shall extend from the Wall on the South Side of the herein-before mentioned continuous Channel to the Wing Wall of the Southern Abutment of the said Bridge or Viaduct, and the other of the said last-mentioned Two Walls shall extend from the Wall on the North Side of the said continuous Channel to the Wing Wall of the Northern Abutment of the said Bridge or Viaduct; the Two said Walls on the East Side of the said Bridge or Viaduct shall also be parallel thereto, and at the Distance therefrom of not less than Sixty Feet; and One of the said Two last-mentioned Walls shall extend from the Wall on the South Side of the herein-before mentioned continuous Channel to the Wing Wall of the Southern Abutment of the said Bridge or Viaduct, and the other of the said last-mentioned Two Walls shall extend from the Wall on the North Side of the said Channel to the Wing Wall of the Northern Abutment of the said Bridge or Viaduct; the Tops of the said last-mentioned Four Walls shall be on a Level with the Surface of the Land in which they are placed, and the Foundations of the said Four Walls shall be laid Three Feet at least below the said Surface of the said Land, and the said Four Walls shall not be less than Eighteen Inches in Thickness; the whole Surface or Area of the Space which shall be included

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between

between the said Four last-mentioned Walls, the Two Walls on the North and South Sides of the said continuous Channel, the North and South Abutments, the said Wing Walls, and the several Piers of the said Bridge or Viaduct, shall be well and effectually paved with Brick or Stone of not less than Nine Inches in Thickness, so that the Surface of the said Pavement shall be level, and as near as may be in the same Plane as the Surface of the adjoining Land : Provided always, that One of the Arches under the said Bridge or Viaduct, and a Space of Fifty Feet over and across the said Pavement opposite to such Arch, shall be well and effectually paved with Stone, for the Purpose of carrying a Road under the said Bridge or Viaduct ; the Arch and Space so to be paved with Stone shall be specified in Writing under the Hand or Hands of One or more of the said Trustees for the Time being ; and the said Bridge or Viaduct, with the several Walls and the Pavement thereto belonging, shall be erected, built, and laid down to the Satisfaction of the Engineer employed by the said Trustees for the Time being.

Company
not to make
certain
Works on
Radcliffe's
Estate, if the
Trustees
certify the
same un-
necessary.

CXIII. Provided nevertheless, and be it further enacted, That if the said Trustees for the Time being, or any Three or more of them, shall be satisfied that a Waterway to consist of a less Span than Three hundred and fifty Feet will be sufficient for the Purposes aforesaid, or if any of the Works herein-before specified and directed to be done shall appear to them to be unnecessary, and the said Trustees or any Three of them shall by Writing under their respective Hands certify the same, and what less Number of Feet will be sufficient for such Waterway, and what Part or Parts of such Works will be unnecessary, then

then and in that case the said Company shall not be compellable to make any Part or Parts of the Works so certified to be unnecessary.

CXIV. And be it further enacted, That the said Company shall and they are hereby required to erect or cause to be erected upon the said Lands of the said Trustees for the Time being of the Will of Doctor *John Radcliffe* deceased, in the said Parish of *Woolverton*, Four Bridges for the Purpose of carrying Roads over the said Railway; and the Road over each of such Bridges shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space of not less than Fifteen Feet between the Fences or Side Walls of such Road; and the Ascent of every such Bridge for the Purpose of such Road shall not be more than One Foot in Twenty Feet; and a good and sufficient Fence or Wall shall be made on each Side of every such Bridge, which Fence or Wall shall not be less than Four Feet above the Surface of such Bridge; which said Bridges shall be erected and built in such Places within the said Parish of *Woolverton* as the said Trustees for the Time being, or any Three or more of them, shall by Writing under their Hands order and direct: Provided always, that if the said Trustees for the Time being, or any Three or more of them, shall be satisfied that any less Number of Bridges than Four will be sufficient upon their said Estate at *Woolverton*, and shall by Writing under their respective Hands certify the same, and what less Number of Bridges will be sufficient, then and in that Case the said Company of Proprietors shall not be compellable to erect on the said Estate at *Woolverton* any greater

For making
Bridges on
the Estate of
the Radcliffe
Trustees at
Woolverton.

Number of Bridges thereon than the Number so certified.

For making
Culverts on
the Radcliffe
Estate.

CXV. And for the Purpose of letting off the Side Waters of the said Valley at *Woolverton*, be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to erect or cause to be erected One Culvert of Six Feet Diameter, or Two Culverts of Three Feet Diameter, over or across the Stream or Runner of Water at the Foot of the South Side of the said Valley in the Parish of *Woolverton*, and also One other Culvert of Six Feet Diameter, or Two other Culverts of Three Feet Diameter, over or across the Stream or Runner of Water at the Foot of the North Side of the said Valley in the Parish of *Haversham*.

For keeping
Viaduct, &c.
in repair.

CXVI. And be it further enacted, That the said Company shall at all Times for ever after such Bridge or Viaduct, with the Walls and Pavements thereto belonging, Culverts and Bridges, shall have been erected according to the Provisions herein-before contained, keep the same and any future Bridge or Viaduct, with the Walls and Pavements thereto, Culverts and Bridges, which may hereafter be erected by the said Company on the Lands of the said Trustees at *Woolverton*, in good, perfect, and complete Repair; and it shall be lawful for the said Trustees for the Time being, or any Three or more of them, to give to the said Company Notice or Warning in Writing, specifying any Defects, Wants of Reparation and Amendment to the aforesaid Works, and requiring the said Company to amend the same within Three Months next after such Notice or Warning shall have been given,

given, within which Time the said Company shall and they are hereby required to repair and amend the same accordingly; and in case the same be not repaired, amended, and done within such Space of Three Months, then it shall and may be lawful to and for the said Trustees, or the Trustees of the said Will of the said *John Radcliffe* for the Time being, to cause the same to be repaired, amended, and done; and for that Purpose the said Trustees, and their Agents, Servants, and Workmen, shall have full Liberty of Ingress, Egress, and Regress, from Time to Time, into, over, and upon the aforesaid Works, and every or any Part thereof; and the said Company shall and they are hereby required to pay to the said Trustees, or the Trustees for the Time being, the Charge and Expence of repairing, amending, and doing the same, within the Space of One Month next after such Repairs shall be made; and on Nonpayment thereof the same shall be recoverable in manner by this Act directed for the levying of any Penalties or Forfeitures.

CXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents, Workmen, or any other Person, to alter, vary, or divert the Course or Channel of the River *Avon*, or the Course or Channel of any other River, Brook, or Stream which now at the Time of the passing of this Act flows through, over or across, alongside, or adjoining to, or which skirts or bounds certain Fields or Lands in the Township, Hamlet, or Lordship of *Brandon* in the Parish of *Wolston* in the said County of *Warwick*, the Property of the Most Honourable *George Augustus Francis*

Company
not to divert
any River,
&c. through
the Lands of
the Marquis
of Hastings
at Wolston.

Rawdon Hastings Marquis of *Hastings*, and numbered respectively 46, 48, 49, 50, 51, 58, 59, 60, 61, 62, 63, in the said Maps or Plans and Books of Reference herein-before mentioned or referred to.

Company not to divert any River, &c. through the Lands of the Marquis of *Hastings*, in the Parishes of *Hillmorton* and *Clifton*.

CXVIII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents, Workmen, or any other Person, to alter, vary, or divert the Course or Channel of the said River *Avon*, or the Course or Channel of any other River, Brook, or Stream which now, at the Time of the passing of this Act, flows through, over, or across, alongside, or adjoining to, or which skirts or bounds certain Fields or Lands in the Parishes of *Hillmorton* and *Clifton*, or one of them, in the said County of *Warwick*, the Property of the said *George Augustus Francis Rawdon Hastings* Marquis of *Hastings*, and numbered respectively 57, 61, 62, 65, 66, in the said Maps or Plans and Books of Reference herein-before mentioned or referred to.

Company to erect Bridges on Lands of the Marquis of *Hastings* in *Wolston*, &c.

CXIX. And be it further enacted, That in all Cases wherein the said Railway shall cross the said River *Avon*, or any other River, Brook, or Stream at or on any Part or Parts, Place or Places of or belonging to the Estates and Lands of the said Marquis of *Hastings*, in the said Township, Hamlet, or Lordship of *Brandon* in the said Parish of *Wolston*, and in the said Parishes of *Hillmorton* and *Clifton*, or one of them, or any or either of the said Estates and Lands, the said Company shall erect and build, and at all Times maintain, a sufficient Number of Bridges, for the Purpose of carrying the said Railway

Railway over or across the said River *Avon*, and all and every other such River or Rivers, Brook or Brooks, Stream or Streams, as now flow through, over, or across, alongside, or adjoining to, or which skirt or bound, the said Estates and Lands of the said Marquis of *Hastings*, and of preserving the present Course and Channel of the said River *Avon*, and the present Course or Channel of every such other River, Brook, and Stream as last aforesaid; and that the Waterway of the said River *Avon*, and of every such other River, Brook, and Stream, which shall be so crossed as aforesaid, shall not be reduced or diminished at the Place where every such Bridge shall be erected; and the Arch of every such Bridge shall be of a sufficient Height from the usual average Surface of the Water to the Centre of every such Arch.

CXX. And be it further enacted, That the said Company shall, and they are hereby required, in making and constructing the said Railway, to construct and make, and at all Times to maintain, Five good and sufficient Bridges, Viaducts, Tunnels, or Passages under and through the Embankment of the said Railway, and over and across the Excavation of the said Railway, as the Case may happen to be, at that Part of the said Railway which will sever the Estate and Lands of the said Marquis of *Hastings*, situate in the said Township, Hamlet, or Lordship of *Brandon*, for the better Occupation and Enjoyment of the said Estate and Lands; and that such Five Bridges, Viaducts, Tunnels, or Passages shall be constructed and made by the said Company in such Places as the said Marquis of *Hastings*, his Heirs or Assigns, or the Person for the Time being entitled to the Rents and Profits

Company
to erect
Bridges, &c.
on the Lands
of the Mar-
quis of
Hastings in
Brandon.

Profits of the said last-mentioned Estate and Lands, shall direct and appoint.

Company
to erect
Bridges, &c.
on Lands of
the Marquis
of Hastings
in Hillmor-
ton.

CXXI. And be it further enacted, That the said Company shall and they are hereby required, in making and constructing the said Railway, to construct and make, and at all Times to maintain, Three good and sufficient Bridges, Viaducts, Tunnels, or Passages under and through the Embankment of the said Railway, and over and across the Excavation of the said Railway, as the Case may happen to be, at that Part of the said Railway which will sever the Estate and Lands of the said Marquis of *Hastings* situate in the said Parish of *Hillmorton*, for the better Occupation and Enjoyment of the said last-mentioned Estate and Lands ; and that such Three Bridges, Viaducts, Tunnels, and Passages as last aforesaid shall be constructed and made by the said Company in such Places as the said Marquis of *Hastings*, his Heirs or Assigns, or the Person for the Time being entitled to the Rents and Profits of the said last-mentioned Estate and Lands, shall direct and appoint.

Dimensions
of the
Bridges, &c.
to be erected
on the Lands
of the Mar-
quis of Has-
tings.

CXXII. And be it further enacted, That where any such Bridge, Viaduct, and Passage as aforesaid shall be constructed and made by the said Company, for the better Occupation and Enjoyment of the said Estates and Lands of and belonging to the said Marquis of *Hastings*, over and across the Excavation of the said Railway, the Approaches to and the Road over every such Bridge and Viaduct as last aforesaid shall, where the Excavation of the said Railway shall be Twenty-five Feet in perpendicular Depth, be constructed and made on a level Plane or an Inclined Plane, as the Case may happen to require,
from

from and to each Side of the Commencement of the Excavation of the said Railway; and that where the Excavation of the said Railway shall not be Twenty-five Feet in perpendicular Depth, the Approaches to the Road over every such Bridge and Viaduct as last aforesaid shall be constructed and made so and in such Manner that the Ascent of every such Bridge for the Purpose of such Viaduct shall not be more than One Foot in Eighteen Feet, and that the Road to, from, and over every such Bridge, Viaduct, and Passage shall be formed, and shall at all Times be continued, of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet; and that the Fences, Parapets, or Safeguards of every such Bridge, Viaduct, or Passage shall not be less than Four Feet in Height from the Surface of the finished Roadway of every such Bridge or Viaduct as aforesaid, and that the Approaches to every such Bridge as aforesaid shall be well and sufficiently fenced by the said Company, to the Satisfaction of the said Marquis of *Hastings*, his Heirs or Assigns, or the Person for the Time being entitled to the Rents and Profits of the said last-mentioned Estates and Lands.

CXXIII. And be it further enacted, That where any such Bridge, Viaduct, Tunnel, or Passage as last aforesaid shall be constructed and made by the said Company, for the better Occupation and Enjoyment of the said Estates and Lands of and belonging to the said Marquis of *Hastings* under and through the Embankment of the said Railway, the Width of the Roadway and the Span of the Arch of every such Bridge, Viaduct, Tunnel, and Passage as last aforesaid shall be formed, and shall at all Times be and be continued,

Dimensions
of the
Bridges, &c.
through Em-
bankment
on the Lands
of the Mar-
quis of Has-
tings.

continued, of such Width as to leave a clear and open Space along every such Passage and under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of the Roadway to the Centre of every such Arch of not less than Sixteen Feet, and that the Ascent and Descent or Rise and Fall of Roadway under any such Bridge shall not exceed One Foot in Eighteen Feet.

Company not to erect Houses, &c. or make Bricks on certain Lands of the Marquis of Hastings.

CXXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents, Workmen, or any other Person, to construct or make any House, Wharf, Warehouse, Toll House, Landing Place, Engine, or Building whatsoever (except the said Railway, and also except such Bridges, Tunnels, Viaducts, Culverts, and Passages), or to make any Bricks, on any Part of the said Estates and Lands of and belonging to the said Marquis of *Hastings*, in the said Township, Hamlet, or Lordship of *Brandon*, in the said Parish of *Wolston*, and in the said Parish of *Hillmorton* in the said County of *Warwick*.

Fixing the Dimensions of certain Bridges, and the Ascent thereto, on Dr. Pearson's Estate.

CXXV. And be it further enacted, That where any Bridge, Viaduct, Tunnel, or Passage shall be constructed and made by the said Company, for the better Occupation and Enjoyment of the Estate and Lands of and belonging to the Reverend *William Pearson* Doctor of Laws, under and through the Embankment of the said Railway, the Width of the Roadway, and the Span of the Arch of every such Bridge, Viaduct, Tunnel, and Passage, shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space along every such

such Passage and under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of the Roadway to the Centre of every such Arch of not less than Sixteen Feet, and that the Ascent and Descent or Rise and Fall of Roadway under any such Bridge shall not exceed One Foot in Eighteen Feet.

CXXVI. And be it further enacted, That where any such Bridge, Viaduct, and Passage as aforesaid shall be constructed and made by the said Company, for the better Occupation and Enjoyment of the said Estates and Lands of and belonging to the said *William Pearson*, over and across the Excavations of the said Railway, the Approaches to and the Road over any such Bridge and Viaduct shall, where the Excavation of the said Railway shall be Twenty-five Feet in perpendicular Depth, be erected, built, constructed, and made on a level Plane or on an Inclined Plane, as the Case may happen to require, from and to each Side of the Commencement of the Excavation of the said Railway; and that where the Excavation of the said Railway shall not be Twenty-five in perpendicular Depth, the Approaches to the Road over every such Bridge and Viaduct as last aforesaid shall be constructed and made so and in such Manner that the Ascent of every such Bridge for the Purpose of such Viaduct shall not be more than One Foot in Eighteen Feet; and that the Road to, from, and over every such Bridge, Viaduct, and Passage shall be formed, and shall at all Times be continued, of such Width as to leave a clear and open Space between the Fences of such Road of not less than Eighteen Feet; and that the Fences, Parapets, or Safeguards of every such Bridge, Viaduct, or
 Passage

Regulating
the Ap-
proaches to
Bridges on
Dr. Pearson's
Estate.

Passage shall not be less than Four Feet in Height from the Surface of the finished Roadway of any such Bridge or Viaduct as aforesaid ; and that the Approaches to every such Bridge as aforesaid shall be well and sufficiently fenced by the said Company, to the Satisfaction of the said *William Pearson*, his Heirs or Assigns.

No House, &c. to be erected on Dr. Pearson's Estate.

CXXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to permit or authorize the said Company, their Agents, Workmen, or any other Person, to construct or make any House, Wharf, Warehouse, Toll House, Landing Place, Engine, or Building whatsoever, (except the said Railway, and also except Bridges, Tunnels, Viaducts, Culverts, and Passages,) or to make any Bricks, on any Part or Parts of the said Estates and Lands of and belonging to the said *William Pearson* in the said Parish of *Hillmorton* in the said County of *Warwick*.

Earth, &c. not to be deposited on Lands of Dr. Pearson in Hillmorton.

CXXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to permit or authorize the said Company, their Agents, Workmen, or any other Person, in making and constructing the said Railway, to lay, place, or deposit upon any Part of the said Estate and Lands of the said *William Pearson* in the Parish of *Hillmorton* aforesaid, any Spoil, Banks, Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, or Sand, or any other Materials, or Things whatsoever, which may be dug out or obtained, brought or manufactured, in the Progress of the making and constructing of the said Railway, or for the Purposes thereof, either permanently

permanently or during such Time as may be necessary for making and constructing the said Railway, or any Tunnels, Bridges, Roads, or Passages over or under the same, or connected therewith.

CXXIX. And be it further enacted, That the First General Meeting of the said Company shall be held within Six Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the First Week of the Month of *February* and the First Week of the Month of *August* in each and every Year, or within the Space of Fourteen Days next after each of such Periods, and all such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened by the Proprietors in manner herein-after provided; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called; and such First General Meeting shall be held in *London*, and the First Half-yearly General Meeting shall be held in *Birmingham*, and all future Half-yearly General Meetings shall be held alternately in *London* and *Birmingham*, and such Special General Meetings shall be held either at *London* or *Birmingham*; and such First General Meeting, and such Half-yearly General Meetings and Special General Meetings, may be adjourned from Time to Time, all Adjournments being made to the same Place where

First and
other General
Meetings.

where the original or preceding Meeting shall have been held.

Meetings of Proprietors may be specially convened.

CXXX. And be it further enacted, That One hundred or more Proprietors of the said Company, holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, upon which all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands, left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, either at *London* or *Birmingham*, as may be expressed in such Requisition, so as such Requisition fully express the Object for which such Special General Meeting is required to be called ; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice given as aforesaid, the same may be called by such One hundred or more Proprietors, by giving Fourteen Days Notice thereof in Two or more *London* Newspapers, and in One or more *Birmingham*, *Liverpool*, and *Manchester* Newspapers ; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed to the Execution of the Powers by this Act given to the said Company, with respect to the Matters so specified in such Notice ; and all Acts of the major Part in Votes of the Proprietors of the said Company, met together at any such Special General Meeting, shall be as valid, with respect to

to the Matters specified in such Notice, as if the same had been done at a General Meeting held at the Time herein-before appointed for holding the same.

CXXXI. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any Adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Business at Special and Adjourned General Meetings.

CXXXII. Provided always, and be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any other Matters, to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Chairman or Deputy Chairman of the Directors of the said Company, and shall be given by Advertisement inserted in Two or more *London* Newspapers, and in One or more *Birmingham, Liverpool, and Manchester* Newspapers, and such Notices, when so published and given, shall be deemed and considered the same as personal Notices.

Notice of Meetings how to be given at Meetings.

CXXXIII. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Corporations and Persons who shall have duly subscribed for or become entitled to any Share or Shares (not exceeding Twenty) in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share ; and all such Corporations and

Directing how Subscribers shall vote at Meetings.

I

Persons

Persons as aforesaid as shall have subscribed for or become entitled to more than Twenty Shares in the said Undertaking, their respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which they shall respectively have for or in respect of the first Twenty Shares, have an additional Vote for every Five Shares which they shall have subscribed for or become entitled to in the said Undertaking beyond the Number of Twenty Shares ; and such Vote or Votes may be given by such respective Parties, or, in their Absence, by their respective Proxies, constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking ; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person ; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes and Proxies then present ; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote ; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances, will admit ; (that is to say,)

Form of
Proxy.

‘ *A.B.* of one of the
 ‘ Proprietors of the *London and Birmingham*
 ‘ *Railway Company*, doth hereby appoint *C.D.*
 ‘ of to be the
 ‘ Proxy

‘ Proxy of the said *A.B.*, to vote, or give his
 ‘ Assent to or Dissent from any Business, Mat-
 ‘ ter, or Thing relating to the said Undertaking,
 ‘ which shall be proposed at any General or
 ‘ Special General Meeting of the said Company,
 ‘ in such Manner as he the said *C.D.* shall think
 ‘ proper. In witness whereof the said *A.B.*
 ‘ hath hereunto set his Hand [*or Common Seal*]
 ‘ the Day of .’

CXXXIV. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purposes of this Act, be deemed the Proprietor of such Share, and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as herein mentioned, (as the Case may require,) and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share for all the Pur-
 I 2 purposes

The Person whose Name stands first as a joint Proprietor with others to be deemed the Owner, and to vote.

poses for which such Notice is intended to be given.

Lunatics and
Minors to
vote by Com-
mittees and
Guardians.

CXXXV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or Idiot or Minor, such Lunatic or Idiot shall or may vote at such Meeting by his Committee or by any of his Committees, and such respective Committees may vote in respect of the Interest of such Lunatics or Idiots either in Person or by Proxy, and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians may vote in respect of the Interest of such Minors either in Person or by Proxy: Provided always, that every such Committee or Guardian may also vote in right of his own Share as well as in the Character of Committee of any Lunatic or Idiot, or of Guardian of any Minor, on the same Occasion.

Proprietors
in arrear not
to vote.

CXXXVI. And be it further enacted, That no Proprietor of any Share on which any Call made shall be unpaid shall at any Meeting of the Proprietors of the said Company be allowed to vote, either personally or by Proxy, until the Money called for in respect of such Share shall have been fully paid.

First Gene-
ral Meeting
to choose
Directors.

CXXXVII. And be it further enacted, That at the First General Meeting to be held as hereinbefore is mentioned, or at some Meeting to be held by Adjournment therefrom, Twenty-four Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at
such

such Meeting, either personally or by Proxy, Ten at the least of which Directors so qualified shall be Proprietors residing in or within Twenty Miles of *London*, and Ten at the least shall be Proprietors residing in or within Twenty Miles of *Birmingham*; and of the Directors so elected as aforesaid Eight shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified, nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-four, and until others shall be elected in their Stead, in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

CXXXVIII. And be it further enacted, That at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-four One Fourth of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-five One Third of the remaining Directors who shall have been so primarily elected

Directors to go out annually by Rotation.

as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-six One Half of the remaining Directors who shall have been so primarily elected as aforesaid, to be determined as aforesaid, shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at a General Meeting to be held in the Month of *August* which will be in the Year of our Lord One thousand eight hundred and thirty-seven the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *August* in every subsequent Year One Fourth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: Provided always, that the Places of Directors shall be so supplied as that Ten at the least of the Directors for the Time being of the said Company shall always consist of Proprietors residing in or within Twenty Miles of *London*, and Ten at the least of Proprietors residing in or within Twenty Miles of *Birmingham*.

Directors
going out of
Office re-eli-
gible.

CXXXIX. Provided always, and be it further enacted, That every Director who shall go out of Office on any annual Day of Election may be immediately or at any future Time re-elected by the said Company a Director of the said Company, and after such Re-election he shall,

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with

with reference to the going out by Rotation, be considered as a new Director.

CXL. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Forty Persons present who shall in the whole be entitled to vote in respect of at least Two thousand Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time ; and if such sufficient Number of Proprietors shall not then attend thereat, such Meeting shall stand adjourned to the following Day ; and in case such Number of Persons, qualified as aforesaid, shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *August* of the following Year.

General Meetings for choosing Directors to consist of Persons possessed of Two thousand Shares.

CXLI. And be it further enacted, That when and so often as any Director of the said Company shall die, or shall resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified to be a Director ; and every such Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee, and shall continue in Office as a Director so long

For supplying Vacancies in Direction.

only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

No Person holding Office capable of being a Director.

CXLII. Provided nevertheless, and be it further enacted, That no Person holding any Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequently to his Election accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall either directly or indirectly be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Ten Shares at the least in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting at any succeeding Meeting of Directors.

Powers and Duties of Directors.

CXLIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management,

Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company ; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper ; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place, such Places being *London* or *Birmingham*, as they shall think proper ; and there shall be Eight Directors at the least present in order to constitute a Meeting ; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and no Director shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall have a second or casting Vote as such Chairman ; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make Report thereof to the said Half-yearly General Meetings, and (if required) to the Special General Meetings of the said Company, and shall obey their Orders and Directions ; and the said Directors shall also keep full and true Accounts of all Monies disbursed and Payments made by the said Directors and by all Persons employed by or under them, and of all Money which they shall receive on behalf of or in respect of such Undertaking from any Collector of the Rates, Tolls, or Sums by this Act

Act granted, or from any other Officer or Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter into some Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings; and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company: Provided always, that no practising Solicitor shall be appointed an Officer of the said Company: Provided also, that the said Directors shall and they are hereby required to take sufficient Security from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Custody or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Meeting of
Directors to
choose Com-
mittees.

CXLIV. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of the Directors which shall be held next after the first Appointment of Directors under the Provision herein contained, and at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the
Month

Month of *August* in each Year, except the Year One thousand eight hundred and thirty-three, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company Two Committees, each of which Committees shall consist of Twelve Directors; and the one of such Committees shall be called the *London* Committee, and the other the *Birmingham* Committee; and that of the *London* Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of *London*, and the other Two Members shall be unrestricted as to Place of Residence; and that of the *Birmingham* Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of *Birmingham*, and the other Two Members shall be unrestricted as to Place of Residence; and such Committees respectively shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committees respectively (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee within the Intent

tent and Meaning of this Act shall and may be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

Committees
may appoint
Sub-Com-
mittees.

CXLV. And be it further enacted, That it shall be lawful for the said *London* Committee and *Birmingham* Committee respectively from Time to Time to nominate and appoint out of their own Body a Sub-Committee or Sub-Committees, who shall have full Power and Authority to do, execute, and perform all such and so many of the Matters and Things which the said Committees are hereby authorized to do, or which shall be confided to them by the said Directors, as the said Committees respectively shall think proper to delegate and confide to such Sub-Committees respectively; and it shall be lawful for the said *London* Committee and *Birmingham* Committee respectively, by an Order or Resolution for that Purpose, to break up and dissolve any Sub-Committee which shall have been appointed by them respectively, or to remove and displace any Members of such Sub-Committee, and to appoint others in their Place and Stead, when and as often as such Committees respectively shall think proper, and such Sub-Committees respectively shall have Power to meet from Time to Time, and to adjourn from Place to Place, as they shall think proper, and as Occasion shall require, for effecting the Purposes

Purposes aforesaid ; and at all Meetings of the said Sub-Committees One of the Members present shall be appointed Chairman, who shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Sub-Committee shall have an additional or casting Vote.

CXLVI. And be it further enacted, That all Contracts in Writing relating to the Affairs of the said Company, which shall be signed by any Five of the Directors of the said Company, shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any of the other Parties thereto, failing in the Execution thereof.

Contracts to be signed by Five Directors.

CXLVII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings ; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors, as the Case may be.

Orders and Proceedings to be entered in a Book.

CXLVIII. And

Directors to
cause Ac-
counts to be
kept.

CXLVIII. And be it further enacted, That the said Directors shall cause a Book or Books to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book or Books true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid, and such Book or Books shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the Purposes of this Act, without Fee or Reward; and the said Loan Creditors, or any of them, may take Copies of or Extracts from the said Book or Books, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit such Loan Creditors, or any of them, to inspect such Book or Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum of Money not exceeding Twenty Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Chairman
and Deputy
Chairman of
Directors to
beappointed.

CXLIX. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of Directors which shall be held next after the first Appointment of the said Directors under the Provision herein contained, and at the First Meeting of the Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year except
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the Year One thousand eight hundred and thirty-three, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company a Chairman and Deputy Chairman of the said Directors ; and the Chairman for the Time being of the said Directors shall have the Custody of the Common Seal of the said Company : Provided always, that when and so often as the Chairman or Deputy Chairman to be chosen by virtue of this Act shall die, or resign, or become disqualified to act, or otherwise cease to be a Director, it shall be lawful for the Directors, in like Manner, at the Meeting to be held next after such Vacancy, to choose some other of the said Directors to be Chairman or Deputy Chairman ; and every such Chairman or Deputy Chairman to be chosen as last aforesaid to fill such Vacancy shall continue in such Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue if such Vacancy had not happened.

CL. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman ; and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting, including such Chairman's Votes in respect of the Shares held by him, shall have an additional or casting Vote.

At Meetings of the Company Chairman or Deputy Chairman of Directors to preside.

CLI. And

First Directors of the Company.

CLI. And be it further enacted, That *Edmund Peel, Isaac Solly, John Corrie, George Pearkes Barclay, Edmond Calvert, William Taylor Copeland, James Gibson, George Carr Glyn, Pascoe St. Leger Grenfell, George Gerard de Hochepeid Larpent, John George Shaw Lefevre, Sir John William Lubbock Baronet, John Lewis Prevost, Henry Rowles, Thomas Tooke, Henry Warre, Alexander Wilson, George Bacchus, William Francis, William Hawkes, Archibald Kenrick, Joseph Frederick Ledsam, Daniel Ledsam, James Pearson, William Phipson, Theodore Price, Charles Shaw, Timothy Smith, William Hanbury Sparrow, John Sturge, John Turner, Joseph Walker,* and the Survivors and Survivor of them, shall be the first Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and the said Directors herein-before named shall and they are hereby required to fix the Time of such First General Meeting within the Limit herein-before prescribed, and to give Notice thereof in the Manner herein-before prescribed with respect to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Twenty-four Directors shall have been duly elected as herein-before prescribed, the said Directors herein named shall and lawfully may allot the Shares remaining undisposed of in the said Undertaking to such Persons desirous of taking the same as to the said Directors shall seem fit, and shall and may exercise all the Powers and Authorities by this Act given to the Directors to be elected in manner herein-before prescribed.

CLII. And

CLII. Provided also, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed a Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

No Person to hold the Offices of Secretary or Clerk and Treasurer at the same Time.

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CLIII. And

Officers to
account.

CLIII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company, or by any other Person on their Behalf, to any Justice of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, such Justice may and he is hereby required,

quired, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, Worcester*, or for

the Liberty of *Saint Alban*, or the City of *Coventry*, (as the Case may require,) there shall remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings, to the said Company : Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Company
empowered
to make
Bye Laws.

CLIV. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the said Company shall seem meet,

meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered ; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published, and painted on Boards, shall be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid, under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed ; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same, provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any Directions in this Act contained ; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

CLV. And be it further enacted, That the said Company, or the Directors of the said Company, shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and

Accounts to
be made up
half-yearly.

and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company, up to those Periods respectively, which Account shall be laid before the Half-yearly General Meeting of the said Company herein-before directed to be held in the Months of *August* and *February* respectively, and which Account shall also be produced to any Proprietor who shall require to be allowed to examine or inspect the same at any Time within Fourteen Days prior to the Day of such Half-yearly General Meeting: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company, to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee or any Three Members thereof all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend to
be declared.

CLVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered, from Time to Time, at any Half-yearly General Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, if the Majority of the Proprietors present at such Meeting shall
think

think proper so to do ; and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof : Provided always, that such Dividends shall not be made oftener than quarterly ; and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired ; nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

CLVII. And be it further enacted, That the said Company shall and they are hereby required, at their first or some subsequent General Meeting, and afterwards from Time to Time, to cause the Names of the several Corporations, and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto ; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking ; such Proprietor paying to the said Company the Sum of Two Shillings

Names of Proprietors to be entered, and Certificates of their Shares to be delivered to them.

and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

Form of
Certificate.

‘ The *London and Birmingham* Railway
Company.
‘ Number
‘ THESE are to certify, That *A.B.* of
‘ is the Proprietor of the Share Number
‘ of the *London and Birmingham* Rail-
‘ way Company, subject to the Rules, Regula-
‘ tions, and Orders of the said Company. Given
‘ under the Common Seal of the said Company.
‘ the Day of in the Year of
‘ our Lord .’

For granting
new Certi-
ficates when
old ones are
destroyed or
worn out.

CLVIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon the same being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket be given to the Party in whom the Property of such Certificate or Ticket, and of the Shares therein mentioned, shall be at the Time vested; or in case such Certificate or Ticket shall be burnt or totally destroyed or lost, then upon due Proof thereof, a similar Certificate or Ticket shall be given to the Party who

who was the Proprietor of or entitled to the Certificate or Ticket so burnt, destroyed, or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the said Company in manner herein directed, the said Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

CLIX. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations and Persons who shall from Time to Time become Proprietors thereof or be entitled to any Share therein; and every Proprietor of the said Undertaking (or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed,) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof, or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied.

Company to enter and keep Lists of Proprietors of Shares.

CLX. And whereas by the Death of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other

For ascertaining Proprietorship of Shares in case of Deaths, &c., in order to the Payment of Dividends in respect of such Shares.

other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, an Affidavit or Affirmation in Writing shall be made and sworn to, or in the Case of Quakers affirmed to, by some credible Person, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation; and such Affidavit or Affirmation shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Company shall be entitled to receive, for each such Entry as is herein-before directed, the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Affidavit or Affirmation shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote, or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Affidavit, or in the Case of a Quaker an Affirmation, in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor

Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to or affirmed to by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will or the Probate thereof, or the Letters of Administration, shall be produced and shown to the said Company, or a Copy of so much of such Will, or of such Letters of Administration, as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and sworn to, or in the Case of Quakers affirmed to, by the Executor of the said Will, or the Administrator of the Intestate, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and shall, together with an official Extract of the Act of Court on the Grant of Probate of such Will, or of such Letters of Administration, be transmitted to the said Company, who shall file and enter the same as hereinbefore directed.

CLXI. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking shall and they are hereby required to pay

To compel
Payment of
Subscrip-
tions.

pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof, and at such Times and Places, as shall from Time to Time be called for and directed by the Directors of the said Company, under and by virtue of the Powers of this Act; and in case any Party shall refuse or neglect to pay the Money by him so subscribed for, or the Part thereof so called for, at the Time and in the Manner required for that Purpose, it shall be lawful for the said Company to sue for and recover the same in any Court of Law or Equity, together with Interest on such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum*, from the Time when the same shall have been directed to be paid by the said Directors as aforesaid.

Power of Directors to make Calls, and in case of Nonpayment thereof to sell the Shares.

CLXII. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of and carry on the same, as they from Time to Time shall find necessary, so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking; and that the total Amount of such Calls in any one Year shall not exceed Twenty-five Pounds upon each Share, and there shall be an Interval of Three Calendar Months at the least between each successive Call, and Twenty-one Days Notice at the least shall be given of every such Call, by Advertisement inserted in Two or more *London* Newspapers, and in One or more *Birmingham, Liverpool, and Manchester* Newspapers aforesaid; and all Monies so called for shall

shall be paid to such Persons and in such Manner as the said Directors shall from Time to Time direct and appoint, for the Use of the said Undertaking; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons and at such Times and Places as the said Directors shall from Time to Time direct and appoint; and if any Owner of any such Share shall not so pay such his rateable Proportion, then and in such Case, and so often as the same shall happen, such Owner shall pay Interest for the same, after the Rate of Five Pounds *per Centum per Annum*, from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Owner of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with Interest, if any, which shall accrue for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof, then it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record by Action of Debt or on the Case, or by Bill, Suit, or Information; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person or Corporation so refusing or neglecting to pay any such Calls, together with Interest, in manner last aforesaid, to be forfeited, and to be sold, subject to the Provisions of this Act: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing, under the Hand of Two Directors or the Secretary or Clerk of the said Company, of such Share having been declared by the Directors forfeited, shall have been given,

or

or sent by the Post unto or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed, either at a General Meeting of the said Company, or at some Special General Meeting of the said Company, to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting the said Company, by an Order to be made at a General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner, and for such Price, as they may think fit; and an Affidavit sworn, or in the Case of a Quaker an Affirmation affirmed to, by some credible Person not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made, in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money,

nor

nor shall his Title to such Share be affected by any Irregularity of Proceeding, in reference to such Sale.

CLXIII. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as herein authorized shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter in Payment of Calls than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Calls, and the Interest and Expences attending the same; and from and after Payment of such Arrears, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of Calls, &c. the Surplus to be paid to the Owners of such Shares.

CLXIV. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking, to recover any Money due and payable to the said Company, for or by reason

Proceedings in Actions for Calls.

of

of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to, for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matter ; and on the Trial of such Action it shall only be necessary to prove that the Defendant, at the Time of making such respective Calls, was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, or some One such Share, and that such Notice was given as is directed by this Act of such Calls having been made, without proving the Appointment of the Directors who made such Calls or any other Matter whatsoever ; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest, computed as aforesaid, on such Calls, unless it shall appear that any such Call exceeded Ten Pounds for every Share of One hundred Pounds, or was made within the Distance of Three Calendar Months from the last preceding Call, or that Calls amounting to more than Twenty-five Pounds in the whole had been made in some one Year ; and in order to prove that the Defendant was a Proprietor of such Shares in the said Undertaking as alleged, the Production of the Book in which the said Company is by this Act directed to enter and keep the Names and Additions of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, and of the Places of Abode of the several Proprietors

prietors of the said Undertaking, and of the several Persons and Corporations who shall from Time to Time become Proprietors thereof, or be entitled to Shares therein, shall be *primâ facie* Evidence that such Defendant was a Proprietor, and of the Number and Amount of his Shares therein.

CLXV. And whereas, in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Affidavit or Affirmation as is herein-before in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hand of Two Directors, or by the Secretary or Clerk of the said Com-

For ascertaining the Proprietorship of Shares in case of Deaths, &c. in order to the making Calls in respect of such Shares.

L

pany,

pany, to the Person or Corporation stated or claiming in such Affidavit or Affirmation to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk of such Corporation, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of, in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon ; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company ; and in case there shall be no such Affidavit or Affirmation made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or in the Event of the Share having been disposed of as aforesaid, or the last Proprietor appearing in the Books of the said Company to have been possessed of the same ; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette* ;

Gazette ; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid ; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls : Provided always, that in the Cases of Proprietors being abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

CLXVI. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Shares to be deemed Personal Estate.

CLXVII. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors and Administrators and Successors, to sell and dispose of any Shares to which they shall be entitled therein, subject to the Rules and Conditions herein mentioned ; and the Form of Conveyance of Shares may be in the following Words, or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require ; (that is to say,)

Proprietors of Shares may sell the same.

Form of
Conveyance
of Shares.

‘ I *A.B.* of _____ in consideration
 ‘ of the Sum of _____ paid
 ‘ to me by *C.D.* of _____ do
 ‘ hereby assign and transfer to the said *C.D.*
 ‘ _____ Share, numbered
 ‘ of and in the Undertaking called the *London*
 ‘ and *Birmingham* Railway, to hold unto the
 ‘ said *C.D.*, his Executors, Administrators, and
 ‘ Assigns, [*or* Successors and Assigns], subject
 ‘ to the several Conditions on which I held the
 ‘ same immediately before the Execution hereof;
 ‘ and I the said *C.D.* do hereby agree to accept
 ‘ and take the said Share, subject to the Condi-
 ‘ tions aforesaid. As witness our Hands and
 ‘ Seals the _____ Day of _____ .’

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Secretary or Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company; and the said Company, or Secretary or Clerk, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by the said Secretary or Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered

tered as before directed such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

CLXVIII. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred.

After a Call made, no Share to be sold until Call is paid.

CLXIX. And be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company shall from Time to Time be a sufficient Discharge to the said Company, or to the Directors or Treasurer for the Time being of the said Company, for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Uses or Trusts upon or to which such Share shall be then settled, conveyed, or assigned; and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of One Proprietor of a Share a sufficient Discharge.

CLXX. And be it further enacted, That in all Cases where Money shall be payable, under the Provisions of this Act, to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt

Receipt of the Parent or Guardian of a Minor a sufficient Discharge.

of the Guardian, if any, or, if not, of the Parent of such Minor, or of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

Railway to be free on Payment of Rates, &c.

CLXXI. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use and employ the said Railway, with Carriages properly constructed as by this Act directed, upon Payment only of such Rates and Tolls as shall be demanded by the said Company, not exceeding the respective Rates or Tolls by this Act authorized, and subject to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors, by virtue of the Powers to them respectively by this Act granted.

Rates of Tonnage allowed to be taken by the Company for the Use of the Railway.

CLXXII. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

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

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stone, dressed; Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore; Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron

Iron and Castings, not manufactured into Utensils or other Articles of Merchandize, the Sum of One Penny Halfpenny *per Ton per Mile* :

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

For all Cotton and other Wools, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Articles, Matters, or Things, the Sum of Three-pence *per Ton per Mile*.

CLXXIII. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following ; (that is to say,)

Tolls on Carriages conveying Passengers or Cattle upon the Railway.

For every Person conveyed in or upon any such Carriage, the Sum of Two-pence *per Mile* :

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or neat Cattle, conveyed in or upon any such Carriage, the Sum of One Penny Halfpenny *per Mile* :

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile* :

For every Sheep, Lamb, or other small Animal, conveyed in or upon any such Carriage, the Sum of One Farthing *per Mile* :

For every Carriage, of whatever Description, not being a Carriage adapted and used for travel-

ling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Four-pence *per Mile*.

Company empowered to provide and charge for locomotive or other propelling Power.

CLXXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive Engines or other Power for the drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway, and to receive, demand, and recover such Sums of Money for the Use of such Engines or other Power as the said Company shall think proper, in addition to the several other Rates, Tolls, or Sums by this Act authorized to be taken.

Company authorized to carry Passengers, Cattle, and Goods and to charge for the same.

CLXXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to convey upon the said Railway all such Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Conveyance as they may from Time to Time determine upon, in addition to the several Rates or Tolls by this Act authorized to be taken: Provided always, that it shall not be lawful for the said Company, or for any Person using the said Railway, to charge for the Conveyance of any Passenger upon the said Railway any greater Sum than the Sum of Three-pence Halfpenny *per Mile*, including the Rate or Toll herein-before granted.

Act not to prevent the Company

CLXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making

making any Agreement with any Person for the Hire or Use of any locomotive Engine, or of any Carriage, and to charge for the same such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

from hiring locomotive Engines.

CLXXVII. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for fixing the Sum to be charged by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight each) as to them shall seem proper: Provided always, that the Provision herein-before contained shall not extend to Articles, Matters, or Things sent in large aggregate Quantities, although made up of separate and distinct Parcels, such as Bags of Sugar, Coffee, Meal, and the like, but only to single Parcels unconnected with Parcels of a like Nature which may be sent upon the Railway at the same Time.

Company authorized to fix the Prices of small Parcels.

CLXXVIII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the afore-mentioned Rates or Tolls, as the Case may be, for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading the same, in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulating the Charge for short Distances.

CLXXIX. And

Regulating
the Charge
in Cases of
fractional
Parts of a
Ton or of
a Mile.

CLXXIX. And be it further enacted, That in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Five Miles or any greater Number of Miles, the Proportion of the Rates or Tolls which shall be demanded and taken for such Fraction shall be after the Rate of the Number of Quarters of a Mile contained therein, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed and considered as a Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway, the said Company shall cause the said Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof, at the Distance of One Quarter of a Mile from each other.

Power to
alter the
Rates or
Tolls.

CLXXX. And be it further enacted, That it shall be lawful for the said Company, from Time to Time as they shall think fit, to reduce all or any of the Rates or Tolls by this Act authorized to be taken, and afterwards from Time to Time again to raise the same or any of them, so that the same respectively shall not at any Time exceed the Amount by this Act authorized.

CLXXXI. And

CLXXXI. Provided always, and be it further enacted, That the said Company shall not partially raise or lower the Rates or Tolls payable under this Act, but all such Rates and Tolls shall be so fixed as that the same shall be taken from all Persons alike, under the same or similar Circumstances.

Rates or Tolls not to be reduced partially.

CLXXXII. And be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed and continued, and renewed as often as the same shall be obliterated or defaced, to or upon every Toll House or Building at which any of the Tolls or Rates by this Act authorized shall be collected or received, in some conspicuous Place, in large and legible Characters, an Account or List of the several Rates and Tolls which the said Company shall from Time to Time direct and appoint to be taken, and which shall be payable by virtue of this Act; and in case any Owner or Master of or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates or Tolls aforesaid, shall, after and whilst such Account or List shall be affixed as aforesaid, demand or take more than the Amount thereon specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

A List of the Rates, Tolls, &c. to be affixed on conspicuous Places.

CLXXXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, except during the Time that the Board on which such Rates or Tolls shall be so painted as aforesaid

Rates or Tolls only payable whilst Boards remain.

said shall remain affixed to such Toll House or Building at which such Rates or Tolls shall be received as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain.

Penalty on
Persons
defacing
Boards.

CLXXXIV. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board whereon any Rules, Orders, Bye Laws, Rates, or Tolls shall have been painted, according to the Directions of this Act, or any Stone or Mark set up to denote Distances on the said Railway, or shall concur or aid therein, he shall on Conviction forfeit and pay a Sum not exceeding Five Pounds for every Offence.

For pre-
venting Toll
Collectors
misbehaving.

CLXXXV. And be it further enacted, That every Collector of the Rates or Tolls by this Act granted shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or other Building whereat he shall be on Duty, immediately on his coming on Duty, each of the Letters of such Names to be at least Two Inches in Height, and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates or Tolls shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a greater or

less Rate or Toll from any Person than he shall be authorized to do by virtue of the Powers of this Act, and of the Orders of the said Company made in pursuance thereof, or shall demand or take a Rate or Toll from any Person who shall be exempt from the Payment thereof, and claim such Exemption, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Board to be affixed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the legal Rates or Tolls, or shall in answer to such Demand give a false Name or Names, or upon the legal Rate or Toll being paid or tendered shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon the said Railway, then and in every such Case every such Collector shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

CLXXXVI. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations, as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed

Recovery
of Rates or
Tolls.

exceed the Sum of Ten Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record; or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rents: Provided always, that in case such Rates or Tolls so due as aforesaid shall not amount to the Sum of Twenty Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale only, as herein-before mentioned.

Owners of
Carriages
to give Ac-
count of
Lading.

CLXXXVII. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing upon the said Railway shall give an exact and true Account in Writing, signed by them, to the Collectors of the Rates or Tolls, at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded

unloaded or left ; and if the Goods or other Things contained in any such Carriage shall be liable to the Payment of different Rates or Tolls, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates or Tolls ; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading to any Collector demanding the same, or shall give a false Account, or shall deliver any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates or Tolls, and shall be thereof convicted before any Justice of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, within their respective Jurisdictions, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding Five hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five hundred Pounds Weight, as the Case may be, which shall be in such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently delivered out as aforesaid, as the Case shall happen, over and above the Rate or Toll to which such Goods or Things may be liable.

CLXXXVIII. And for better ascertaining the Weight of Goods and other Things to be charged

Weight of
Goods ascer-
tained.

charged with the Payment of Tonnage Rates or Tolls as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid, except Stone and Timber, One hundred and twelve Pounds Weight shall be deemed One hundred Weight, and Twenty such Hundred Weights shall be deemed One Ton; and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity; any Usage to the contrary notwithstanding.

If any Differences arise concerning Weight, Collector may weigh or measure Carriage.

CLXXXIX. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls, or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, or of any Goods, Articles, or Things in or on such Carriage, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity, or of different Quality, than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage, and the respective Owners of such Goods and other Things, shall also, at the Option of the said Company,

Company, be liable to pay the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Refusal or Neglect of Payment thereof, on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall appear to any Justice of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, within their respective Jurisdictions, or any of them, on the Oath, or, in the Case of a Quaker, Affirmation of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made appear to such Justice, upon the Complaint of the said Company, and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid,

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such

such Damage as shall appear to such Justice to have arisen from such Detention ; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any) upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid (as the Case may require).

For settling
Disputes
about the
Amount of
Rates or
Tolls.

CXC. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates or Tolls due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or, as the Case may require, the Proceeds of the Sale thereof, until the Amount of the Rates or Tolls due, or, as the Case may require, the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, within their respective Jurisdictions, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) of the said Charges ; and it shall be lawful for such Justice to assess and award such Costs to

to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

CXCI. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Rates and Tolls by this Act made payable, or any Part thereof, upon the Whole or upon any Part of the said Railway, to any Corporation or Person, for any Term which they shall think proper, not exceeding Three Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates or Tolls so let, shall during the Continuance of such Lease be deemed Collectors of the Rates or Tolls so let, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same as if they had been appointed for that Purpose by the said Company; provided that public Notice of the Intention to let the said Rates and Tolls, or the Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in some *London* Newspaper, and in some *Birmingham*, *Liverpool*, and *Manchester* Newspaper, at least Thirty Days prior to any Meeting of the said Company or of the said Directors at which it may be intended that the said Rates and Tolls shall be let as aforesaid.

Company
empowered
to lease the
Rates or
Tolls.

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CXCII. And

Power of
Re-entry in
case of Non-
performance
of Conditions
of Leases
of Rates or
Tolls.

CXCII. And be it further enacted, That in case any of the Rates or Tolls granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Seven Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates or Tolls, or in case any temporary or other Collector of any of the said Rates or Tolls shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person, being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers of this Act, for or within the Space of Seven Days after Demand thereof made in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company, or in case

case any such Lease, Agreement, or Contract shall in any Manner become void or voidable; then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban's*, or the City of *Coventry*, within their respective Jurisdictions, upon Application made by the said Directors, or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee or Farmer or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company, or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part); and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rates or Tolls to any other Person

or Persons, or cause them to be collected in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Weights allowed to be carried on Railway.

CXCIII. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons, except in any One Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway, without the special Licence of the said Company or their Agents, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Company to regulate the Passage on Railway.

CXCIV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode and Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their
 .Departure

Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco and the Commission of any other Nuisance in or upon any such Carriages, or in any of the Stations belonging to the said Company, and generally for regulating the passing upon, using, or working the said Railway and other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and be conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using or working the said Railway and other Works, upon pain of forfeiting and paying a Sum not exceeding Five Pounds for every Default: Provided always, that in every Case of Infraction or Non-observance of any such Rules or Regulations which shall be attended with Danger to the Public, or which shall obstruct or hinder the said Company in their due and lawful Use and working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction or Hindrance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any such Rules or Regulations, or otherwise, as the Necessity of the Case may require.

CXCV. And be it further enacted, That no Carriage for the Conveyance of Goods, Passengers, or Cattle shall be permitted to pass along the said Railway unless such Carriage shall be

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Carriages not to be used unless constructed as directed by Company.

constructed agreeably to the Orders and Regulations, and shall be approved of by the Engineer or other Agent of the said Company authorized for that Purpose ; which Orders and Regulations shall be fixed on some conspicuous Part of every Toll House or other Building at which the Rates or Tolls by this Act granted shall be received, except in crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may happen to cross the said Railway ; and if any Person shall pass upon any Part of the said Railway with any Carriage not constructed in the Manner herein-before directed (except as aforesaid) he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Engines to
be used on
Railway to
be approved
by Company.

CXCVI. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the locomotive Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company ; be it therefore enacted, That no locomotive Engine or other Description of moving Power shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved by the said Company ; and it shall be lawful for the said Company and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, and to report thereon to the said Company, who shall within Seven Days

Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company from Time to Time, upon the Report of their Engineer or other Agent of any Engine used upon the said Railway, being out of repair, or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive Engine without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove any such Engine from the said Railway.

CXCVII. And be it further enacted, That the Boiler of every stationary or locomotive Steam Engine to be erected, built, or used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justices of the Peace, on Complaint to him or them for that Purpose

Steam Engines and locomotive Engines to consume their own Smoke.

Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

Names, &c.
of Owners of
Carriages to
be entered
with the
Clerk, and
painted on
the Outside
of the Car-
riages.

CXCVIII. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose; and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary or Clerk or other Officer

Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

CXCIX. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works made by virtue of this Act, either by loading or unloading such Carriages or by any Means whatsoever; and every such Owner shall, for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party offending, or upon the Oath, or in the Case of a Quaker the Affirmation, of some credible Witness, pay to the said Company or to the Person injured the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Convic-

Owners of Carriages to be accountable for Damage done by their Servants.

Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

Owners to
recover from
their Ser-
vants Money
paid for their
Neglect, &c.

CC. Provided always, and be it further enacted, That in case any Owner of any Carriage passing upon the said Railway shall be compelled to pay any Penalty, or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both (as the Case may be), with the Costs attending the same, to such Owner; and in case of Nonpayment thereof on Demand, and Oath, or in the Case of a Quaker Affirmation, made by such Owner of the Payment by him of such Penalty and Satisfaction or either of them (as the Case may be), and that the same hath not been repaid to him by such Servant, although demanded, (such Oath
or

or Affirmation being made before some Justice of the Peace for the County or Place in which such Penalty or Damage was incurred,) such Penalty and Satisfaction or either of them (as the Case may be), and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale ; and the said Penalty and Satisfaction or either of them (as the Case may be), and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and the Costs so by him paid for the wilful Neglect or Default of such Servant as aforesaid ; and in case no sufficient Distress can be had, such Justice shall and is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County or other Place, there to remain without Bail or Mainprize for any Time not exceeding Three Calendar Months.

CCL. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents, and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking), shall ride, lead, or drive, or cause to be ridden, lead, or driven, or shall aid or assist in leading or driving, upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said
 Railway

Railway not to be used as a Passage for Horses or other Cattle.

Railway shall pass, ever Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on Persons on Foot using Railway without Consent.

CCII. And whereas it may be attended with very great Danger to the Public if the said Railway should be used by Persons on Foot; be it therefore enacted, That if any Person shall travel or pass upon Foot upon the said Railway without the Licence and Consent of the said Company, (unless for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants, in passing across or over the same, as herein-before authorized,) every Person so offending shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Owners and Occupiers of adjoining Lands to cross the Railway without Payment of Toll.

CCIII. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases in which the said Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to the Provisions of this Act,) at all Times to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow, or other Cattle, Sheep, Swine, or other Beast, directly over and across such Part of the said Railway as shall be made in or upon their respective Lands, for the Purpose of occupying the same Lands, not damaging or obstructing such Railway or the Passage thereof, without Payment of any Rate or Toll for the same, provided

vided they shall not pass across or upon any other Part of the said Railway.

CCIV. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing, upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty on Persons obstructing the free Course of Railway.

CCV. And be it further enacted, That if any Person shall wilfully, and to the Detriment of the said Undertaking or of the said Company, injure, break, throw down, destroy, steal or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, so as that the Use of or Passage on the said Railway shall be liable to be obstructed, impeded, or otherwise interrupted, every Person, being lawfully convicted of any such Offence, shall be subject and liable to the Pains and Penalties to which Persons shall be liable in Cases of Simple Larceny.

Penalty for destroying Works.

CCVI. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage,

Penalty for obstructing Railway.

or

or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works, so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage or any Goods or Things which shall be so detained unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

CCVII. And

CCVII. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not specified or provided for, such Amount, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place wherein such Damages or Charges shall be incurred; and where by this Act any Damages or Charges are directed to be paid in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels in manner by this Act directed for the levying of any Penalties or Forfeitures.

Damages and Charges, in case of Dispute, to be settled by Two Justices.

CCVIII. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever, done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Party entitled to receive the same within Five Days after Demand in Writing shall have been made upon the said

In case of Nonpayment of Compensation for Damages, &c. the same to be levied by Distress of the Goods of the Company or of their Treasurer.

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Company,

Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice; which Warrant any such Justice is hereby authorized and required to grant, under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

**Recovery
and Appli-
cation of
Penalties.**

CCIX. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, (as the Case may require,) on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same,

same, by Warrant under the Hands and Seals of such Justices ; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained ; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid, One Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of such Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place ; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices, and they are hereby required, to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security, to the Satisfaction of such Justices of the Peace, for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Ten Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise ; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same

shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

CCX. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace, it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons, without Information in Writing or in Print, shall be as valid and effectual to all Intents and Purposes as if an Information

Information in Writing or in Print had been exhibited.

CCXI. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Residence shall be unknown to such Officer or Agent, who shall commit any Offence against this Act, and to convey him before some Justice for the County, Liberty, or Place within which such Offence shall be committed, without any other Warrant or Authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

For secur-
ing Offenders
whose Names
and Resi-
dences are
unknown.

CCXII. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever an Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Forms of
Information
and Con-
viction.

‘ to wit. } **BE** it remembered, That on the
‘ Day of
‘ *A.B.* of informeth me *C.D.*,
‘ One of His Majesty’s Justices of the Peace
‘ for the County [*as the Case may be*], that
‘ *E.F.* of [*here describe the*
‘ *Offence, and the Time and Place when and*
‘ *where committed,*] contrary to an Act passed
‘ in the Third Year of the Reign of His Majesty
‘ King

Form of
Information.

‘ King *William* the Fourth, intituled [*insert*
 ‘ *the Title of this Act*], which hath imposed a
 ‘ Forfeiture of _____ for the said
 ‘ Offence. Taken the _____ Day of
 ‘ _____ before me _____ *C.D.*’

Form of
 Conviction.

‘ _____ } **BE** it remembered, That on the
 ‘ to wit. } Day of _____ in the Year of
 ‘ our Lord _____ *A.B.* is convicted
 ‘ before me *C.D.*, One of His Majesty’s Jus-
 ‘ tices of the Peace for the County of
 ‘ [*here describe the Offence, and the Time and*
 ‘ *Place when and where committed*], contrary
 ‘ to an Act passed in the Third Year of the
 ‘ Reign of His Majesty King *William* the
 ‘ Fourth, intituled [*insert the Title of this Act*].
 ‘ Given under my Hand and Seal the Day and
 ‘ Year first above written. _____ *C.D.*’

Justices
 may appoint
 Special
 Constables.

CCXIII. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace for any of the said Counties of *Middlesex*, *Hertford*, *Buckingham*, *Northampton*, *Warwick*, and *Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, from Time to Time to appoint such Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose, to be Special Constables within the said Railway and other Works and every or any Part thereof; and every Person so appointed shall take an Oath, to be administered by any of the Justices of the Peace for any of the said Counties or Places, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and

and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges, by virtue of such Appointment as aforesaid, vested in any Person so dismissed or removed, shall wholly cease.

CCXIV. And be it further enacted, That in all Cases in which any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint, it shall be lawful for such Justice and he is hereby required to administer an Oath to or to receive the Affirmation of any Person before he shall be examined by or before such Justice.

General
Power to
Justices to
administer
Oaths.

CCXV. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter of Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned

For compelling
Witnesses to
attend.

or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or, in the Case of a Quaker, on Affirmation, to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Company to keep a separate Account of the Tolls for the Use of the Railway.

CCXVI. And be it further enacted, That in all Cases in which the said Company of Proprietors shall carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Times during the First Fourteen Days in the Months of *February* and *August* in each Year.

Persons aggrieved may appeal to Quarter Sessions.

CCXVII. And be it, further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Company or of the said Directors, and also the said Company and all other Corporations and Persons who may think

think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County where the alleged Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company, as the Case may be, and forthwith after such Notice entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or, if they think proper, may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, or Determination, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

CCXVIII. And

Declaring
what shall be
good Service
of Notice on
the Com-
pany.

CCXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the same at the Office of the said Company, or of such Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent of or Officer employed by the said Company, or on any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company.

Declaring
what shall
be good
Service of
Notice by
the Com-
pany.

CCXIX. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person

Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by the Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

CCXX. And be it further enacted, That in case any Fiat of Bankruptcy shall be awarded against any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, it shall be lawful for any Person, who shall from Time to Time in that Behalf be appointed by Writing under the Hand of any Three or more of the Directors of the said Company for the Time being, to appear, and he is hereby authorized to appear and act on behalf of the said Company, in respect of any such Claim, Debt, or Demand, before the Commissioners under any such Fiat of Bankruptcy, either personally, or by his Affidavit to be sworn and exhibited in the usual Manner, in order to prove and establish any such Debt, Claim, or Demand under such Fiat; and such Person so to be appointed shall in all such Cases be admitted and allowed to make Proof or tender a Claim under any such Commission, on behalf of the said Company, in respect of such Debt, Claim, or Demand, and shall have such and the same Powers and Privileges, as to voting in the Choice of Assignees, and signing Certificates, and otherwise, in respect of any Debt admitted to be proved on behalf of the said Company,

How Debts
may be
proved in
Cases of
Bankruptcy.

Company, as any other Person being a Creditor of such Bankrupt in his own Right would have in respect of the Debt proved by him under such Fiat.

Directors
empowered
to grant
Releases to
Witnesses.

CCXXI. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, or other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Two or more of the Directors of the said Company to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company, so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Arbitration, Reference, or other Proceeding aforesaid, and also to do any other Act, Matter, or Thing, in any such Action, Suit, Arbitration, Reference, or other Proceeding, which any Plaintiff or Defendant may do in any Action, Suit, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Authenti-
cated Bye
Laws to be
Evidence.

CCXXII. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Rules, or Orders of the said Company,

pany, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the Company affixed thereto, shall be Evidence of the Existence of such Bye Laws, Rules, or Orders ; and it shall be sufficient to prove that a printed Paper or painted Board containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty hath been affixed and published in manner by this Act directed, and, in case of its being afterwards displaced or damaged, hath been replaced as soon as conveniently might be, unless Proof shall be adduced by the Defendant that such printed Paper or painted Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

CCXXIII. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity may recover full Satisfaction for the Special Damage by an Action upon the Case.

Distress not
unlawful
for Want of
Form.

CCXXIV. And be it further enacted, That no Proceeding to be had or taken in pursuance

Proceedings
not to be
quashed for
Want of
Form.

of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Proceeding whatsoever, in any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation
of Actions.

CCXXV. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Ten Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant; nor unless such Action, Suit, or Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed; or in case there shall be a Continuation of damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased; nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in Dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear
that

that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant ; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

CCXXVI. And be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought ; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit ; whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Plaintiff not to recover after Tender of Amends.

CCXXVII. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed, under

Directors not personally answerable for Acts legally done as Directors.

under the Authority of this Act, shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either collectively or individually, by any Person whomsoever, in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors, or any of them, shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them, in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in execution; but that in every such Case any Person making any Claim or Demand upon the said Company, or upon any Directors thereof, under or by virtue of any such Contract or Instrument, or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

Saving
Rights of
the Com-
missioners
of Sewers.

CCXXVIII. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers
for

for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, and the Commissioners of Sewers for the *Holborn* and *Finsbury* Divisions, the Parish of *Saint Leonard Shoreditch*, the Liberty of *Norton Falgate*, and the Borders and Confines of the same, in the said County of *Middlesex*; but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been made.

CCXXIX. Provided also, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities of the Mayor and Commonalty of the City of *London*, or their Assigns, acting under an Act of Parliament passed in the Thirty-fifth Year of the Reign of King *Henry* the Eighth, intituled *A Bill concerning the Conduits of London*; but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Saving the Rights of the Mayor, &c. of London, under Act 35 Hen. 8. c. 10.

CCXXX. And whereas by an Act passed in the Sixth Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for granting Duties of Customs*, a Duty of One Shilling and Three-pence the Ton was granted on Coals, Culm, and Cinders brought by the Grand Junction or *Paddington* Canals nearer to *London* than the Stone or Post at or near the North-east Point in *Grove Park* in the County of *Hertford*, or brought down the River *Thames* nearer to *London* than the City's Stone placed on the West Side of *Staines* Bridge in the County of *Middlesex*, which Duty was made

O

payable

Certain Duties at present payable to the Corporation of London on Coals shall be paid on all Coals brought by the Railway nearer to London than the Tunnel at Cashio in the Parish of Watford.

payable to the proper Officer of Customs in lieu of the Duty called Orphans Duty, and of all other Rates, Dues, and Duties payable to the Corporation of *London* upon Coal, Culm, and Cinders imported into the Port of *London*, to be paid over to the said Corporation at the End of every Quarter : And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for regulating the Vend and Delivery of Coals in the Cities of London and Westminster and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, and Berkshire*, it was enacted, that during the Term of Seven Years, to be computed from the Thirty-first Day of *December* then next, in lieu of the said Sum of One Shilling and Three-pence by the said recited Act of the Sixth Year of the Reign of His said late Majesty made payable, and of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny *per* Ton on all Coals, Culm, and Cinders brought nearer to *London* on the said Grand Junction and *Paddington* Canals and River *Thames* than the Places in the said recited Act of the Sixth Year of the Reign of His said late Majesty mentioned, should be paid to such Person or Persons, and at such Place or Places, in such Manner and under such Regulations, as the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to ; and it was thereby provided that at the End of the said Term of Seven Years, and also if at any earlier Period the said Duties of One Shilling and One Penny
per

per Ton should cease to be payable as aforesaid, the said Mayor and Commonalty and Citizens, should be entitled to the said Duty of One Shilling and Three-pence *per* Ton, as if the said Act now in recital had not been made : And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That the like Duty *per* Ton as shall for the Time being be payable to such Person or Persons as the said Mayor, Aldermen, and Commons in Common Council assembled shall direct or appoint, or to the proper Officer of the Customs (as the Case may be), on Coals, Culm, and Cinders brought by the Grand Junction and *Paddington* Canals nearer to *London*, than the said Stone or Post in *Grove Park* aforesaid, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to *London* than a Stone to be placed at the Entrance of the Tunnel intended to be made in the Township of *Cashio* in the Parish of *Watford*, or in case any Deviation is made from the Line of the said Railway, as near thereto as Circumstances will admit ; and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner and under such Regulations, as the said Mayor, Aldermen, and Commons in Common Council assembled shall from Time to Time direct or appoint, or to the proper Officer of the Customs (as the Case may be), with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said herein-before recited Acts of Parliament in respect of the like Duty on Coals, Culm, and Cinders brought by the said Canals nearer to

O 2

London

Allowing a certain Quantity of Coals to be consumed for the Purposes of the Railway without Payment of Duty.

London than the said Stone or Post in *Grove Park* aforesaid : Provided always, that nothing herein contained shall extend to prevent the said Railway Company, their Workmen and Agents, or other Persons using the said Railway, pursuant to the Powers contained in this Act, from bringing by the said Railway, to any Point of the said Railway nearer *London* than the said Tunnel at *Cashio*, all such Quantities of Coal and Coke from Time to Time as shall be required to be used and shall be *bonâ fide* used for the Purposes of the Engines of the said Company, not exceeding Five hundred Tons in any One Year, without any Duty being payable in respect of such Coals or Coke : Provided always nevertheless, that if any Coals or Coke brought nearer to *London* than the said Tunnel without the Duty being paid in respect thereof according to the Provisions herein-before contained shall be used otherwise than for the Purposes of the Engines of the said Company, or more than Five hundred Tons of such Coals or Coke shall be so brought in any One Year without the Duty being paid in respect thereof as aforesaid, the said Company shall in either of such Cases for every Ton of such Coals or Coke so brought and otherwise used, or for every Ton of such Coals or Coke exceeding Five hundred Tons in any One Year (as the Case may be), forfeit and pay to the said Mayor and Commonalty and Citizens the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Complaint, or Information in any of His Majesty's Courts of Record at *Westminster*, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed.

CCXXXI. And

Provision for
Deficiencies
of Land Tax.

CCXXXI. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments for Land Tax in the several Parishes or Townships through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall have become seised and possessed by virtue of this Act of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax, unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax, be subject and liable from Time to Time to pay and make good, to or in aid of such several Parishes or Townships as aforesaid, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes or Townships by reason of taking down or using for the Purposes of this Act any Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer or Collector or Receiver to be appointed under this Act is hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments.

CCXXXII. And whereas the probable Expence of making the said Railway and the other Works hereby authorized will amount to the Sum of Two million five hundred thousand Pounds, and the Sum of Two million Pounds and upwards, or more than Four Parts in Five thereof, has been already subscribed for by

The whole
of the Ex-
pence to be
subscribed
for before
the Work is
commenced.

several Persons, under a Contract, binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for ; be it therefore enacted, That the whole of the said Sum of Two million five hundred thousand Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Certificate under the Hand of a Justice of the Peace shall be Proof that the whole Money has been subscribed.

CCXXXIII. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for the respective Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, that the whole of the said Sum of Two million five hundred thousand Pounds hath been subscribed as aforesaid, (and which Certificate such Justices respectively are hereby authorized and required to grant on Application made to them respectively by the said Company, and on Production of the Subscription Deed of or relating to the said Company, and due Proof of the Execution thereof,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of Two million five hundred thousand Pounds has been subscribed.

Enabling the Company to sell Lands not wanted.

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

to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company to sell, and by any Deed under their Common Seal to convey to the Purchasers thereof, any Part of such superfluous Lands, or any Estate or Interest purchased by the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous; and such Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or to the several Persons whose Lands or Premises shall immediately adjoin the Lands so proposed to be sold, such Persons being in *England*, and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands, and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Thirty Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Thirty Days, the Right of Pre-emption of every such Person so declining or neglecting, in respect of the Lands included in such Offer of Sale, shall cease; and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Place where such Lands may be situate, by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering

into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made, within the Space of Thirty Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused or was not accepted within the Time aforesaid (as the Case may be) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company, *mutatis mutandis*; and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and in the meantime, and until the said Company shall think proper to make such Sale, it shall be lawful for the said Company to let any such superfluous Lands to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

Company upon Payment of Money to give Receipts.

CCXXXV. And be it further enacted, That upon Payment of the Money which shall arise from the Sale of any Lands, or of any Interest therein belonging to the said Company, which shall be

sold by the said Company, under the Authority of this Act, or upon Payment of any Money under this Act, it shall be lawful for any Two Directors of the said Company, or for the Secretary or Clerk, or any Officer appointed by the said Directors for the Purpose, to sign and give a Receipt for the Money so paid, which Receipt shall be a sufficient Discharge to all Persons for the Purchase Money for such Lands or Interests as shall be sold, or for such other Money as in such Receipt shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase Money or other Money, or of any Part thereof.

CCXXXVI. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantee's Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done by them, were at the Time of the Execution of such Conveyances 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,
that

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

that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

Proprietors
may raise an
additional
Sum of
Money, if
necessary, by
Mortgage.

CCXXXVII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Eight hundred and thirty-five thousand Pounds, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge

charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director, or by the Secretary or Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or which such Variation therein as the Circumstances of the Loan may render necessary; (that is to say),

‘ *London and Birmingham Railway Company.*
 ‘ Number

Form of
 Mortgage.

‘ **B**Y virtue of an Act passed in the Third Year
 ‘ of the Reign of His Majesty King *William*
 ‘ the Fourth, intituled [*here set forth the Title*
 ‘ *of this Act*], we, the *London and Birmingham*
 ‘ *Railway Company*, incorporated by and under
 ‘ the said Act, in consideration of the Sum of
 ‘ to us in hand paid by *A.B.*
 ‘ of do assign unto the said
 ‘ *A.B.*, his Executors, Administrators, and As-
 ‘ signs, the said Undertaking, and all and singu-
 ‘ lar the Rates, Tolls, and Sums of Money aris-
 ‘ ing by virtue of the said Act, and all the Estate,
 ‘ Right,

terests therein to any other Person or Persons ;
and every Transfer thereof may be in the Words
or to the Effect following ; (that is to say,)

‘ I *A.B.* of _____ in consideration **Form of**
‘ of the Sum of _____ paid by *C.D.* **Transfer of**
‘ of _____ do hereby transfer to the **Mortgage.**
‘ said *C.D.*, his Executors, Administrators, and
‘ Assigns, a certain Mortgage, Number
‘ made by the *London and Birmingham Rail-*
‘ way Company, to _____ bearing
‘ Date the _____ Day of _____
‘ for securing the Sum of _____ and
‘ Interest, and all my Right, Estate, and In-
‘ terest in and to the Money thereby secured,
‘ and in and to the Rates, Tolls, Sums of Money,
‘ and Property thereby assigned. Dated this
‘ _____ Day of _____ in the
‘ Year of our Lord _____

And every such Transfer shall within Twenty **Memorial of**
Days after the Date thereof, if executed in *Eng-* **Transfers of**
land, or otherwise within Twenty-eight Days **Mortgages**
after the Arrival thereof in *England*, if executed **to be made**
elsewhere, be produced to the Secretary or Clerk **by the Clerk.**
of the said Company, who shall cause an Entry
or Memorial to be made thereof, in the same
Manner as of the original Mortgage or Assign-
ment, for which the said Company shall be paid
the Sum of Two Shillings and Sixpence ; and
after such Entry or Memorial made every Trans-
fer shall entitle such Assignee, or his Executors,
Administrators, and Assigns, to the full Benefit
thereof and Payment thereon ; and it shall not
be in the Power of any Person who shall have
made such Transfer to make void, release, or
discharge the Mortgage so transferred, or any
Money thereon due or thereby secured, or any
Part thereof.

CCXXXVIII. And

Proprietors
may raise
Money by
Mortgage, in
anticipation
of their
Capital.

CCXXXVIII. And be it further enacted, That when and so soon as the Sum of One million two hundred and fifty thousand Pounds, in respect of the Money hereby authorized to be raised by Subscription as herein-before mentioned, shall have been actually raised and paid up for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any Sum of Money not exceeding in Amount in the whole the Remainder of the Money so authorized to be raised by Subscription, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and all the future Calls on Shares in the Capital of the said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director, or the Secretary or Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the said Sum of One million two hundred and fifty thousand Pounds, in respect of the Money authorized to be raised by Subscription as aforesaid, having been so raised and paid up for the Purposes of this Act, and of the making of the Order for raising such Sum as herein-before recited :

recited: Provided always, that no such Mortgage shall preclude the said Company from receiving and applying to the Purposes of the said Company all the Calls to be made by the said Company so long as the Principal Money due on the Mortgage of the said Undertaking shall not exceed the Amount of all the Calls still remaining to be made; and all such Mortgages, Assignments, and Charges shall be made, under the Common Seal of the said Company, in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

‘ *London and Birmingham Railway*
‘ *Company.*

Form of such
Mortgage.

‘ Number

‘ **B**Y virtue of an Act passed in the Third Year
‘ of the Reign of King *William* the Fourth,
‘ intituled [*here set forth the Title of this Act*],
‘ we, the *London and Birmingham Railway*
‘ *Company*, incorporated by and under the said
‘ Act, in consideration of the Sum of
‘ to us in hand paid by *A.B.*, do assign unto
‘ the said *A.B.*, his Executors, Administrators,
‘ and Assigns, the said Undertaking, and all
‘ future Calls on the Proprietors of the said
‘ Undertaking, and all and singular the Rates,
‘ Tolls, and Sums of Money arising by virtue
‘ of the said Act, and all the Estate, Right,
‘ Title, and Interest of the said Company in
‘ and to the same, to hold unto the said *A.B.*,
‘ his Executors, Administrators, and Assigns,
‘ until the said Sum of
‘ together with the Interest for the same after
‘ the Rate of _____ for every One
‘ hundred Pounds by a Year, shall be fully paid
‘ and satisfied. Given under our Common Seal
‘ this

' said C.D., his Executors, Administrators, and
 ' Assigns, a certain Mortgage, Number
 ' made by the *London and Birmingham Rail-*
 ' way Company, to bearing Date
 ' the Day of for securing the
 ' Sum of and Interest, and
 ' all my Right, Estate, and Interest in and to
 ' the Money thereby secured, and in and to the
 ' Rates, Tolls, Sums of Money, Calls, and Pro-
 ' perty thereby assigned. Dated this
 ' Day of in the Year of our Lord

And every such Transfer shall, within Twenty
 Days after the Date thereof, if executed in
England, or otherwise within Twenty-eight
 Days after the Arrival thereof in *England*, if
 executed elsewhere, be produced to the Secre-
 tary or Clerk of the said Company, who shall
 cause an Entry or Memorial to be made thereof,
 in the same Manner as of the original Mortgage
 or Assignment, for which the said Company
 shall be paid the Sum of Two Shillings and Six-
 pence ; and after such Entry or Memorial made
 every Transfer shall entitle such Assignee, or
 his Executors, Administrators, and Assigns, to
 the full Benefit thereof and Payment thereon ;
 and it shall not be in the Power of any Person
 who shall have made such Transfer to make
 void, release, or discharge the Mortgage so
 transferred, or any Money thereon due, or thereby
 secured, or any Part thereof: Provided always,
 that the Power herein-before contained, enabling
 the said Company to borrow Money in anticipa-
 tion of their Capital, shall not abridge or prejudice
 the Power herein-before given to the said Com-
 pany, in case the Money hereby authorized to
 be raised by Subscription shall be found in-
 P sufficient

Not to pre-
 vent the
 raising an
 additional
 Sum by
 Mortgage.

sufficient for the Purposes of this Act, to borrow and take up at Interest any further or additional Sum not exceeding in the whole the Sum of Eight hundred and thirty-five thousand Pounds, on the Credit of the said Undertaking ; but that it shall be lawful for the said Company to borrow and take up at Interest the said Sum of Eight hundred and thirty-five thousand Pounds, or so much thereof as they shall think proper, without waiting till the Money borrowed or taken up in anticipation of their Capital as aforesaid shall have been paid off.

Interest of
Money bor-
rowed to be
paid in pre-
ference to
Dividends.

CCXXXIX. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act. to the Proprietors of the said Company or any of them ; and in case such Interest or any Part thereof shall be unpaid by the Space of Twenty-one Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Twenty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or City of *Coventry*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such

such Interest so due and unpaid as aforesaid ; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied ; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CCXL. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company, for or on account of his having advanced any Money on such Mortgage or Assignment. Creditors
not to vote.

CCXLI. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof, and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Directors
empowered
to stipulate
Periods for
Redemption
of Money to
be borrowed
on Security
of Rates.

P 2 Money

Money thereby to be secured, and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid, at the Time or Times so to be fixed, to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

Holder of Mortgages or Assignments for Money borrowed for unlimited Periods may demand Payment after Twelve Months from their Date.

Directors may pay off such Mortgages on giving Six Months Notice.

CCXLII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette* and in Two or more Newspapers circulated in *London* and *Birmingham*; and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment thereof in pursuance of such Notice.

For securing Repayment of Principal Money borrowed.

CCXLIII. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage

Mortgage or Assignment as aforesaid, by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully satisfied and paid; and after such Principal, Interest, and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise

the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

In case Mortgages paid off, Company may raise the Amount again.

CCXLIV. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Money so secured upon Mortgage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company immediately, or at any Time thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum of Money as they shall from Time to Time have paid off, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow, upon Mortgage, Assignment, or Charge as aforesaid, in such Manner or to such Extent as that more than the Sum of Eight hundred and thirty-five thousand Pounds in the whole shall be owing at any one Time on Mortgage or Assignment of or as a Charge upon the said Undertaking, over and above the Amount of the Calls for the Time being remaining unpaid and still to be called for by the said Company.

If Land not contracted for within Three Years, Power to take Property on Compulsion to cease.

CCXLV. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by

by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized, (save and except the aforesaid Fifty Acres of Land which the said Company are by this Act authorized to purchase, in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void.

CCXLVI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, or any one of them, assembled at any General or Quarter Sessions of the Peace to be held in and for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, as the Case may be, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or, in the Case of

If Railway not completed in Seven Years, Powers to cease, except as to such Part, if any, as shall be completed.

Quakers, Affirmation, to be produced before such Justices for that Purpose.

If Railway abandoned, the Land to revert to the original Owners.

CCXLVII. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so purchased or taken by the said Company for the Purposes of this Act, or otherwise the Parts thereof over which the said Railway, or any Part of such Railway which shall be so abandoned or given up by the said Company, shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up, in manner following; that is to say, a Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

Public Act.

CCXLVIII. And be it further enacted, That this Act shall be deemed a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers.

COUNTY OF MIDDLESEX.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Saint Pancras.</i>			
Lord Southampton -	Assignees of John Semple.	Unoccupied - -	House.
Ditto - - -	Ditto - - -	Ditto - - -	Vacant Ground.
Ditto - - -	- - - - -	In hand - - -	Proposed new Road.
Ditto - - -	- - - - -	William Green	Meadow.
Ditto - - -	Alexander Semple -	Alexander Semple and Daniel Cameron.	House and Timber-yard.
Ditto - - -	John Lias -	Agnes Wharton -	House and Yard.
Ditto - - -	William Todd -	Peter Freemantle -	Ditto.
Ditto - - -	Ditto - - -	Unoccupied - -	Ditto.
Ditto - - -	John Lias and John Willsher.	Ditto - - -	Ditto.
Ditto - - -	Assignees of John Semple.	In hand - - -	Meadow.
Ditto - - -	Ditto - - -	John Simons - -	Garden Ground.
Ditto - - -	Ditto - - -	Unoccupied - -	Two unfinished Houses.
Ditto - - -	Ditto and Jonathan Turner.	William Dean and John Furness junior.	Three Cottages.
Ditto - - -	Assignees of John Semple.	Matthew Purcell -	Cottage and Garden.
Ditto - - -	Ditto - - -	Unoccupied - -	Two unfinished Houses.
Ditto - - -	Ditto - - -	In hand - - -	Meadow.
Ditto - - -	James Braby -	James Braby -	House and Garden.
Ditto - - -	Ditto - - -	William Anderson -	Ditto.
Ditto - - -	- - - - -	- - - - -	Lane, called Chalk Farm Lane, leading from the Hampstead Road to Chalk Farm Tavern.
Ditto - - -	Henry Martin -	Henry Martin -	Potatoe Ground.
Ditto - - -	Do. and Sam. Taylor	M ^c Kedy Major -	House and Garden.
Ditto - - -	Ditto - - -	Peter Thompson -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of St. John Hampstead.</i>			
John Holton Vere, Esq.	Thomas Morley -	Thomas Morley -	Kilburn Wells Tea Gardens, Dwelling House and Meadow.
Ditto - -	Ditto - -	Richard Turner and Richard Bailey.	House.
Ditto - -	Ditto - -	Sarah Russell -	Cottage.
Ditto - -	Ditto - -	Unoccupied - -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto - -	James Hill - -	Ditto.
Ditto - -	Thomas Webster -	James East - -	House and Garden.
Ditto - -	Geo. Thickbroom -	George Thickbroom -	Ditto.
Ditto - -	- - -	Robert Parrott -	Ditto.

Parish of Willesden.

Mrs. Morgan Prebend of Bransbury.	- - -	In hand - -	Cottage.
Ditto - -	The Rev. C. Lynch Burroughs and William Burroughs.	George and Henry Hodsdon.	Farm-house, Yard, &c.
Ditto - -	Ditto, and George and H. Hodsdon.	Mrs. Pithers -	Cottage.
Ditto - -	- - -	George Hodsdon -	House and Garden.
All Souls College, Oxford.	Dan. Bligh and Jas. Harper, Trustees.	John Rice - -	Farm-yard and Buildings.
Ditto - -	Ditto - -	Ditto - -	House and Garden.
Ditto - -	Mary Carty - -	Thomas Clowes -	Ditto.
Ditto - -	- - -	Mary Carty - -	Farm-house, Yard, and Buildings.
Thomas Harrison -	- - -	Unoccupied - -	House, Garden, and Stables.
Ditto - -	- - -	In hand - -	House, Garden, Yard, and Buildings.

Parish of St. Mary Abbots Kensington.

Rich ^d Harvey and Rich ^d Fisher, Esqrs., Trustees of the Fillingham Estate.	- - -	Thomas Harrison -	Garden Ground.
Ditto - -	- - -	Ditto - -	Yard and Farm Buildings.
Ditto - -	- - -	Do. and John Haffenden.	Private Road.
Ditto - -	- - -	Thomas Harrison -	Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Fulham.—Hamlet or Township of Hammersmith.

Trustees of the Fillingham Estate.	- - -	Thos. Harrison and John Haffenden.	Private Lane.
Ditto - -	Thomas Harrison -	John Haffenden -	House, Garden, Stable-yard, &c.
Ditto - -	Ditto - -	Ditto - -	Green-house, Garden, &c.
All Souls College, Oxford.	Ditto - -	Thomas Harrison -	Farm Buildings, and Brick-yard.
Ditto - -	- - -	Ditto - -	Garden.

Parish of Willesden.

Charles Brett -	Henry Cleeve -	Richard Bowerman -	Cottage.
Ditto - -	Daniel Tanner -	John Bignell -	Ditto.
Ditto - -	- - -	Occupiers as above -	Occupation Lane to 2 last-mentioned Cottages.
Ditto - -	- - -	Henry Cleeve -	Farm-house, Yard, &c.
Ditto - -	Daniel Tanner -	Daniel Tanner -	Yard, Garden, and Ponds.

Parish of Harrow.

John Copeland, Esq.	- - -	In hand - -	Meadow.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto.

Parish of Pinner in Harrow.

St. Thomas's Hospital.	- - -	Richard Walkden -	Part of Pinner Park.
Ditto - -	- - -	Ditto - -	Broadway and Lodge to Pinner Park.
Ditto - -	- - -	Ditto - -	Meadow.
Ditto - -	- - -	Ditto - -	Arable.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Plantation.

COUNTY OF HERTFORD.

Parish of Watford.—Hamlet or Township of Oxhey.

Mary Ann Longmore and Harry Grover, Trustee.	- - -	John Stone Allen -	Wood.
Rev. George Henry Storie.	- - -	John Weall - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
T. G. B. Estcourt, Esq.	- - -	John Wilshin -	Wood.
Ditto - - -	- - -	Ditto - - -	Rick-yard.
Ditto - - -	- - -	John Giles - - -	Wood called Sherar's Wood.
Ditto - - -	- - -	John Wilshin -	Copse.
William King -	- - -	Mary Chapman, William Ashby, and Thomas Bates.	Three Cottages and Gardens.
T. G. B. Estcourt, Esquire.	- - -	John Wilshin -	Barn and Buildings.
Ditto - - -	John Wilshin -	Thomas Baker and John Freeman.	Two Cottages and Gardens.
Jonathan King -	- - -	In hand - - -	Plantation.
James Deacon -	- - -	Ditto - - -	Piece of Ground and Shed.
Trustees of Sparrows Herne Turnpike Road.	- - -	- - -	High Road from London to Watford, Turnpike Gate and Toll House.

Parish of Bushey.

Ann Wilkinson -	- - -	Thomas Burrows, William Revett, William Crawley, John Briggenshaw, Charles Archer, William How, Thomas Butler, Joseph Revett, Mary Child, John Murray, John Wilson, William Riley, Richard Wedbin, John Brown, William Wilson, William Jones, James Roff, Joseph Freeman, James Deacon, Richard Bates, Thomas Poney, Thomas Fisher, Joseph Fisher.	Cottages.
William Pitkin -	- - -	William Pitkin and Thomas Shrimpton.	Two Houses and Gardens.
Ann Wilkinson -	- - -	In hand - - -	House and Garden.
John Bishop -	- - -	John George Reynolds and William Penny.	Two Cottages and Gardens.
Ditto - - -	- - -	Joseph Archer and Mary Tofield.	Two Cottages.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
John Bishop -	- - -	Thomas Burrows -	Shed, &c.
Ditto -	- - -	- - -	Roadway to Chalk-pit.
William Byway -	- - -	In hand -	House and Yard.
Ann Wilkinson -	- - -	Edward Abrey -	Ditto.
Ditto -	- - -	Edward Wilshin -	Ditto.
Ditto -	- - -	Thomas Burrows and the other Occupiers of the Cottages first mentioned in this Parish.	Garden Ground.
John Bishop -	- - -	Charles Blackwell -	Chalk-pit, Shed, Kilns, &c.
William Horne -	- - -	Unoccupied -	Cottage and Garden.
Ditto -	- - -	John Collins -	Ditto.
Ditto -	- - -	In hand -	Ditto.

Hamlet or Township of Cassio.

Merton College, Oxford.	Earl of Essex -	William Moore -	Copse.
Ditto -	Ditto -	Ditto -	Private Lane.
Ditto -	Ditto -	Earl of Essex -	Copse.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.
Ditto -	Ditto -	Ditto -	Ditto.

Hamlet or Township of Leavesden.

The Earl of Essex -	- - -	Mrs. Roberts -	Plantation.
Ditto -	- - -	In hand -	Wood.

Parish of Lees otherwise Abbots Langley.

The Earl of Essex -	- - -	Thomas Reeve -	Coppcie.
Ditto -	- - -	Ditto -	Ditto.
Ditto -	- - -	Ditto -	Occupation Road to Mr. Reeve's Farm-house.
John Priest -	- - -	John Priest -	Blacksmith's Shop.
The Earl of Essex -	- - -	Thomas Reeve -	Orchard.
Ditto -	Thomas Reeve -	Richard Rogers, William Collins, and John Clark.	Cottage in Three Tenements.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
The Earl of Essex -	Thomas Reeve -	Henry Foster and George Child.	Cottage in Two Tenements.
Richard Gulston -	- - -	In hand - -	Copse.
James How -	- - -	In hand - -	Orchard and Outbuildings.
Ditto - - -	- - -	James How and Arthur Young.	Farm-house, Garden, and Inclosure.
John Dyson - -	- - -	John Buckoke -	The Bell Public House, Orchard, and Outbuildings.
Ditto - - -	- - -	Ditto - -	Orchard.
Thomas Toovey -	- - -	Joseph L. Bury -	Meadow and Orchard.
Ditto - - -	- - -	Ditto - -	Orchard.

Parish of Chilterne otherwise King's Langley.

John Parton, Esquire.	- - -	Henry Williams Wells	Private Lane to Shenditch Farm.
William Child -	- - -	In hand - -	Orchard.

Parish of Hemel Hempsted.

Henry Weymouth, Esquire.	- - -	John Cooper -	Roadway.
Isaac Winter and James Want.	- - -	- - -	Road to Chalk Dell.
William Fensom -	- - -	In hand - -	Cottage and Garden.
Henry Sibley -	- - -	Ditto - -	Ditto.
Trustees of George Holloway.	- - -	Joseph Barnes, W. Twitchell, and Elizabeth Fletcher.	Meadow and Three Cottages.
James Field jun. and his Trustees.	- - -	Joseph Harrison -	Cottage and Garden.
James Field senior -	- - -	John Field - -	Orchard.
Ditto - - -	- - -	Ditto - -	Roadway to Farmhouse.

Parish of Berkhamsted St. Mary, otherwise North Berkhamsted, otherwise Northchurch.

William Tomlin -	- - -	Mrs. Margaret Parsons.	Roadway.
Ditto - - -	- - -	In hand - -	Barn, Stable-yard, and Buildings.
Ditto - - -	- - -	Ditto - -	House and Garden.
Trustees of Berkhamstead Grammar School.	- - -	William Lismer -	Meadow and Plantation.
William Tomlin -	- - -	Unoccupied - -	House, Garden, &c.
Ditto - - -	- - -	In hand - -	Meadow and Orchard.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Berkhamsted St. Peter, otherwise Great Berkhamsted.</i>			
Christopher Broome, Esq.	- - -	Astley Paston Cooper, Esq.	Meadow and Plan- tation.
Ditto - -	- - -	Ditto - -	Meadow.
William Halsey -	- - -	James Mildmay, John Preston, Cutler Groves, James Baldwin, Mary Glenister, and Thomas Bird.	Six Cottages and Gardens.
Joseph Hatch -	- - -	William Gates and Martha Brown.	Two Cottages and Gardens.
William Dean -	- - -	Thomas Powell -	Cottage and Garden.
The Duchy of Cornwall.	Countess of Bridgewater and her Trustees.	John Stevens -	Ditto.
Ditto - -	Ditto - -	George Tarbox -	Ditto.
Ditto - -	Ditto - -	John Stevens -	Garden Ground, comprising the Scite of Berkhamsted Castle.
Ditto - -	Ditto - -	Hon. Miss Grimston	Private Road to Berkhamsted Place.
Ditto - -	Ditto - -	John Stevens -	Wharf and Sheds, with Cut from Canal.

Parish of Northchurch—continued.

James Dell - -	- - -	In hand - -	Garden.
Ditto - -	- - -	Thomas Green, John Powell, and John Gates.	Three Cottages and Gardens.
Jas. Adam Gordon, Esq.	- - -	John Woodman.	Copse.

COUNTY OF BUCKINGHAM.

Parish of Marsworth.

Hugh Cook - -	- - -	William Masom, William Brown, Thomas Edwards, Edward Collyer, Edward Athis, James Stratford, Paul Newens.	Seven Cottages and Gardens.
Ditto - -	- - -	In hand - -	House and Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Cheddington.</i>			
Hugh Cook	- - -	In hand	Stable and Wharf.
Ditto	- - -	Thomas Tooley, William Tooley, and John Chandler.	Cottages.
Lords of the Manor	Hugh Cook	William Masom, William Brown, Thomas Edwards, Joseph Collier, Edward Athis, James Stratford, and Paul Newens.	Gardens.
John Williamson	- - -	In hand	Spinney.
Ditto	- - -	Ditto	Road.
Ditto	- - -	Ditto	Orchard.
Lord of the Manor and Surveyors of Highways.	- - -	- - -	Waste and Highway.
John Hepburn, William Tuck, and Thomas Lund, Trustees, and Joshua Thomas Bedford.	Jeremiah Punter	Joseph Elliott	House and Orchard.

Hamlet or Township of Horton.—In the Parishes of Slapton, Ivinghoe, Eddlesborough, and Pightlesthorne.

Henry Brown	William Millins	John Eley	Cottage, Garden, and Orchard.
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Parish of Grove.

Earl of Chesterfield	- - -	James Symons	Pasture and Plantation.
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Parish of Linslade.

John Grant	- - -	William Thorpe and William Horner.	Cottages.
Samuel Reeve	- - -	William Thorpe	Garden.
Dr. Francis Augustus Cox.	- - -	Susan Church	Garden and Out-buildings.
Mary Stone	- - -	William Dickens	Meadow and Rick-yard.
Ditto	- - -	Ditto	Pasture and Shed.
Ditto	- - -	John Bushell	Cowhouse.
Lord of the Manor, or Joseph Turney.	John Grant	Joseph Turney	Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord of the Manor, or Robert Bedford.	John Grant	Thomas Quick	Cottage and Garden.
Ditto	Ditto	Ditto	Garden.
Lord of the Manor, or John Grant.	-	James Rowe	Cottage and Garden.
Lord of the Manor, or Sarah Adams.	John Grant	Sarah Adams and Joshua Adams.	Cottages and Garden.
Lord of the Manor, or Martha Munday.	Ditto	Martha Munday	Garden.
Lord of the Manor, or Joseph Spiers.	Ditto	Joseph Spiers	Ditto.
Lord of the Manor, or John Falkner junior.	Ditto	William Falkner	Ditto.
Lord of the Manor, or John Falkner.	Ditto	John Falkner	Ditto.
Lord of the Manor, or Joseph Spiers.	Ditto	Thomas Spiers	Cottage.
Lord of the Manor, or Samuel Quick.	Ditto	Samuel Quick	Cottage and Garden.
Lord of the Manor, or Joseph Spiers.	Ditto	Thomas Spiers	Garden.
Lord of the Manor, or Thomas Tavernor.	Ditto	Thomas Tavernor	Garden.
Joseph Proctor	-	In hand	Pasture and Shed.
Representatives of the late Joseph Lucas.	Coleman Ginger	John Platt	Ditto.
William Pulsford, Esquire.	-	In hand	Plantation.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Pasture and Plantation.
Ditto	-	Ditto	Plantation.
Ditto	-	Ditto	Orchard.
Ditto	-	Ditto	Farm-house, Outbuildings, Garden, Stack-yard, &c.

Parish of Soulbury.

William Pulsford	-	Thomas Chew	Spinney.
Ditto	-	Ditto	Croft and Garden.
Ditto	-	Ditto	Farm-yard, Barns, Outbuildings, &c.
Ditto	-	Ditto	Stack-yard.
Ditto	-	Ditto	Garden.
Ditto	-	Ruth Chew	Plantation.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Stoke Hamond.

William Miles	-	-	-	In hand	-	-	Private Road and Barn.
John Horne	-	-	-	Ditto	-	-	Pasture and Cow-house.

Parish of Bletchley.—Hamlet or Township of Water Eaton.

Rev. Thomas Delves Broughton.	-	-	-	Sarah Linnell	-	-	Arable and Barn.
Philip Duncombe, Pauncefort Duncombe.	-	-	-	In hand	-	-	Private Road.

Parish of Bletchley.—Hamlet or Township of Fenny Stratford.

Richard Harrison, as Trustee under the Will of the late Thomas Harrison.	-	-	-	William Lucas	-	-	Pasture and Shed.
Ditto	-	-	-	Ditto	-	-	Plantation.
John Osborne	-	-	-	Thomas Holdon	-	-	Garden.
Ditto	-	-	-	Ditto	-	-	Public House, Stable, &c.

Parish of Simpson.

Rev. Thomas Walden Hanmer and his Mortgagees.	-	-	-	Thomas Shephard	-	-	Wood.
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Parish of Loughton.

Representatives of the late Charles Whitworth.	-	-	-	Thomas Whitworth	-	-	Barn, Farm-yard, &c.
Ditto	-	-	-	Ditto	-	-	Cottage, Garden, and Outbuildings.
John Wilmin	-	-	-	Hannah Green	-	-	Barn.

Bradwell Abbey.

Mercers Company	-	-	-	William Bennett	-	-	Coppice and Moat.
Ditto	-	-	-	Ditto	-	-	Garden Ground.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Wolverton.

Trustees of Dr. Radcliffe's Will.	-	-	-	Executors of the late Robert Bathams.	Coppice.
Ditto	-	-	-	Ditto	Pasture and Shed.
Ditto	-	-	-	Ditto	Wood.
Ditto	-	-	-	Richard Ratliff	Ditto.
Ditto	-	-	-	Ditto	Ditto.

Parish of Castlethorpe.

Mayor and Corporation of Lincoln.	-	-	-	William Nicholls	Road.
Earl Spencer	-	-	-	Richard Kitelee	Ditto.
Richard Kitelee	-	-	-	In hand	Barn, Fold, and Stack-yard.
Trustees of Mrs. Judith Nicholls.	-	-	-	William Nicholls	House, Garden, Orchard, and Farm-buildings.
Earl Spencer	-	-	-	Joseph Kitelee	Plantation.
Ditto	-	-	-	Ditto	Farm-yard, Barns, Stables, &c.
Ditto	-	Joseph Kitelee	-	Thomas Sarnson	Cottage.
Ditto	-	-	-	Joseph Kitelee	Plantation.

Parish of Hanslope.

Mayor and Corporation of Lincoln.	-	-	-	Elizabeth Adams	Road.
William Watts	-	-	-	Thomas Prentis	Road and Orchard.
Ditto	-	-	-	Ditto	House, Barn, Garden, &c.
Ditto	-	-	-	Lucy Manning	Pasture, Orchard, Barn, and Shed.
Ditto	-	-	-	Lucy Manning and Thomas Prentis.	Road.
Ditto	-	-	-	James Barford	Road and Pasture.
Ditto	-	-	-	Woodthorpe Clarke	Yard, Barns, &c.
Ditto	-	Woodthorpe Clarke	-	William Hillyar	Cottage.
Representatives of the late Leveson Vernon, Esquire, deceased, and William Watts.	-	-	-	Representatives of the late William Clarke and Woodthorpe Clarke.	Lane.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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COUNTY OF NORTHAMPTON.

Parish of Hartwell.

Representative of the late Leveson Vernon.	-	-	-	Robert Campion	-	House, Garden, Orchard, and Rick-yard.
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Parish of Ashton.

Duke of Grafton	-	-	-	James Watson	-	House, Garden, and Buildings.
Ditto	-	-	-	John Blunt	-	Barn, Shed, and Rick-yard.
Ditto	-	-	-	John Webb, Edward Summerton, William Cook, and Charles Sturges.	-	Four Houses, Hovel, and Yard.
Ditto	-	-	-	Benjamin Mills	-	Cottage and Garden.
Ditto	-	-	-	John Jones	-	Ditto.

Parish of Roade.

Reuben Winter, Reverend John Risley, and the Bishop of Peterborough.	-	-	-	Reuben Winter	-	Yard and Hovel.
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Parish of Blisworth.

Duke of Grafton	-	-	-	Duke of Grafton	-	Plantation.
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Parish of Gayton.

Trustee of the late Philip Constable.	-	-	-	William Lichfield	-	House, Garden, and Limekiln.
Ditto	-	-	-	Mary Phipps, William Lichfield, and John Parish.	-	Public House, Yard, Stables, Garden, Barn, Sheds, Yard, Wharf, Warehouse, Dock, and Boat-yard, House and Garden.
Ditto	-	Esau Wilcox	-	Esau Wilcox and Eli Smith.	-	Brick-yard and House.

Parish of Lower Heyford.

Reverend James Harrison.	-	-	-	William Elston	-	Orchard.
Ditto	-	-	-	Joseph Oliver	-	Brick-yard and Cottages.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Weedon.

Richard Stockley, Frederick Mead, and Surveyors of Highways.	- - -	Frederick Mead	Cottage and Garden.
Richard Stockley, William Wareing, and Surveyors of Highways.	- - -	William Wareing	Garden.
Thomas and Clevely Allen and Hannah Allen.	- - -	Thomas and Clevely Allen and Hannah Allen.	House, Garden, and Premises.
Elizabeth Billing	- - -	Richard Loveday, John Billing, Elizabeth Billing, and John Watts.	Cottages and Garden.
Elizabeth Billing and Maria Cadwallader.	- - -	Overseers of the Poor	Cottages and Gardens.
Ditto	- - -	John Billing and John Henessy.	Cottages, Barn, and Orchard.

Parish of Dodford.

Sir Charles Knightley.	- - -	James Russell	Cottage and Field.
Ditto	- - -	William Dunkley	Plantation.

Parish of Norton.

Thomas Reeve Thornton.	- - -	Thomas Reeve Thorn- ton, William War- ren, and John Lea.	Cottages, Farm-yard, and Premises.
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Parish of Long Buckby.

Richard Worster Surveyors of High- ways and Richard Worster.	- - -	Richard Worster Thomas Tomelin, Ste- phen Watson, and George Tilley.	Plantation. Three Gardens.
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Parish of Watford.—Hamlet or Township of Murrcott.

Lord Spencer	- - -	Thomas Eyre	House, Garden, Barn-yards, and Premises.
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Parish of Watford.

Thomas Payne	- - -	Thomas Payne	Hovel.
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Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Kilsby.</i>			
George Cowley -	-	George Cowley -	House and Yard.
Trustees of Banbury and Lutterworth Turnpike Road.	-	Richard Sleath -	Garden.
Ditto -	-	Samuel Embury -	Ditto.
Ditto -	-	Thomas Rathbone -	Ditto.
Thomas Roberts -	-	George Cowley -	Plantation.
Ditto -	-	Ditto -	Ditto.

COUNTY OF WARWICK.

Parish of Hill Morton.

William Pearson -	-	William Townsend -	Barn, Cottage, and Yard.
Reverend William Sutton and Trustees of Dunchurch and Duston Turnpike Road.	-	Thomas Sutton -	House, Garden, and Premises.
Reverend William Sutton.	-	John Homer and Joseph Chamberlain.	Two Gardens.
Ditto -	-	John Homer, Joseph Chamberlain, and Edward Jones.	Three Cottages.
Trustees of Dunchurch and Duston Turnpike Road, and Lord of the Manor.	-	John Homer -	Garden.
John Goodman -	-	John Goodman -	House.

Parish of Newbold upon Avon.—Hamlet or Township of Long Lawford.

John Ward Boughton Leigh.	-	William Matthews -	Cottage and Garden.
Richard Horton and Thomas Terry.	-	Henry Townsend -	House, Garden, and Premises.
Ditto -	-	Ditto -	Garden.
Elizabeth Morby -	-	Elizabeth Morby -	Cottage and Garden.
Robert Harrod -	-	Robert Harrod -	Orchard and Garden.
John Round -	-	John Round -	Garden.
Jemima Farn -	-	Jemima Farn -	Ditto.
Thomas Blower and Elizabeth Blower.	-	Thomas Blower -	House, Garden, and Premises.
Thomas Adams -	-	Thomas Adams -	Two Cottages and Garden.
Richard Bird -	-	Richard Bird -	House, Garden, and Premises.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Church Lawford.

Lord John Scott	-	-	James Croft	-	Hovel.
Ditto	-	-	John Atkins	-	Garden.
Ditto	-	-	Mary Jones	-	Ditto.
Ditto	-	-	John Salisbury	-	Ditto.
Ditto	-	-	Richard Shearsby	-	Ditto.
Ditto	-	-	Walter Cook	-	Ditto.
Ditto	-	-	John Jones	-	Ditto.
Ditto	-	-	John Tredgold	-	Ditto.
Ditto	-	-	William Hirons	-	Ditto.
Ditto	-	-	John Hirons	-	Ditto.
Ditto	-	-	William Ingram	-	Ditto.
Ditto	-	-	Joseph Line	-	Hovel.

Parish of Wolston.

Abraham Herbert	-	-	George Hammerton	-	Road.
Ditto	-	-	Ditto	-	Barn, Stabling, and Road.
Mary Herne, Anne Herne, Michael Johnson, Elizabeth Davies, and Mary Wightman.	-	-	Mary Herne	-	Road.
Ditto	-	-	Ditto	-	Garden.
William Ferdinand Wratistaw and Thomas Hall.	-	-	Thomas Parsons	-	Farm-house, Outbuildings, Yard, and Garden.
Representatives of the late William Willcox, and John Brown.	-	-	John Lewis	-	Orchard.

Parish of Wolston.—Hamlet or Township of Brandon.

The Marquis of Hastings.	-	-	Thomas Newcombe	-	Cottage and Garden.
Ditto	-	-	Sarah Cave	-	Ditto.
Ditto	-	-	Ditto	-	Shop and Orchard.
Ditto	-	-	Thomas Newcombe	-	Garden.
Ditto	-	-	William Buckingham	-	Shed.
The Marquis of Hastings or Lady Grey de Ruthyn.	-	-	Edward Copson	-	Outbuildings, Yard, and Garden.
The Marquis of Hastings.	-	-	In hand	-	Wood.
Ditto	-	-	Ditto	-	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Binley.

The Earl of Craven	- - -	John Horton	Arable, with Wood and Pits.
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COUNTY OF WARWICK AND COUNTY OF THE CITY OF COVENTRY.

Parish of the Holy Trinity.—Hamlet or Township of Willenhall.

Thomas Wyatt	- - -	John Hammerton	Plantation.
Ditto	- - -	In hand	Ditto.
Ditto	- - -	William Smith	Farm-house, Out-buildings, and Garden.
Ditto	- - -	In hand	Plantation.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	Ditto	Ditto.

COUNTY OF THE CITY OF COVENTRY.

Parish of St. Michael.

Edward Inge	- - -	In hand	Plantation.
John Carter	- - -	Ditto	Ditto.
Edward Ingoe	- - -	William Walker	Pasture with Barn.
Ditto	- - -	John Grimmit	Mill, Garden, and Stream.
Marquis of Hertford	- - -	Sarah Edmonds and Thomas Gilbert.	Garden.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	Thomas Gilbert	Ditto.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	William Gilbert	Ditto.
Ditto	- - -	Richard Worthington	Ditto.
Ditto	- - -	John Rice	Ditto.
Ditto	- - -	William Loomes	Ditto.
Ditto	- - -	William Chitem	Ditto.
Ditto	- - -	John Pepper	Ditto.
Ditto	- - -	-	Garden Road.
Ditto	- - -	Joseph Wicks	Garden.
Ditto	- - -	Joseph Nicholls	Ditto.
Ditto	- - -	William Jarrett	Ditto.
Ditto	- - -	William Pigott	Ditto.
Ditto	- - -	Samuel Mason	Ditto.
Ditto	- - -	Josiah Bird	Ditto.
Ditto	- - -	David Shakespear Waters.	Ditto.
Ditto	- - -	William Leeson	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Marquis of Hertford	- - -	Edward Tomkins -	Garden.
Ditto	- - -	Thomas Hine -	Ditto.
Ditto	- - -	- - -	Garden Road.
Ditto	- - -	James Thomson -	Garden.
Ditto	- - -	Sarah Hales -	Ditto.
Ditto	- - -	Joseph Coleman -	Ditto.
Ditto	- - -	Thomas Read -	Ditto.
Ditto	- - -	- - -	Garden Road.
Ditto	- - -	John Freer -	Nursery.
Ditto	- - -	Mary Pratt -	Meadow, Barn, and Sheds.
Ditto	- - -	John Freer -	Nursery.
Ditto	- - -	- - -	Garden Road.
Ditto	- - -	Captain Bunney -	Meadow and Nursery.
Ditto	- - -	John Ogden and William Henry Timms.	Nursery.
Ditto	- - -	Marquis of Hertford and Daniel King.	Quarry, Garden, Land, and Meadow.
Ditto	- - -	George Stott and John Wyley.	Garden.
Ditto	- - -	James Twaites -	Ditto.
Ditto	- - -	William Morris -	Ditto.
Ditto	William Prime	John Jerrard -	Ditto.
Ditto	- - -	Joseph Barnes -	Ditto.
Ditto	- - -	- - -	Garden Road.
Ditto	- - -	- - -	Ditto.
Ditto	- - -	John Ogden and William Henry Timms.	Nursery.
Ditto	- - -	- - -	Garden Road.
Ditto	- - -	Joseph Parker and William Lance.	Garden.
Ditto	- - -	Sarah Ward -	Ditto.
Ditto	- - -	William Goldby -	Ditto.
Ditto	- - -	Thomas Bull, Silvester Bull, and John Stowe.	Ditto.
Ditto	- - -	Robert Hall, Joseph Ward, and Richard Booth.	Ditto.
Sarah Day	- - -	Michael Adams -	Ditto.
Ditto	- - -	Ditto -	Ditto.
The Company and Fellowship of Drapers in Coventry.	- - -	Joseph Arch -	Pasture with Stabling.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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COUNTY OF WARWICK.

Parish of Stoneleigh.—Hamlet or Township of Canley.

Stephen Oldham	-	-	-	William Bant	-	Cottage and Garden.
-	-	-	-	Joseph Bant	-	Ditto Ditto.

Parish of Stoneleigh.—Hamlet or Town of Fletchampstead.

Stephen Oldham	-	-	-	William Bant	-	Cottage and Garden.
Ditto	-	-	-	Joseph Bant	-	Ditto Ditto.
Chandos Leigh, Esquire.	-	-	-	William Campbell	-	Farm-house, Out-buildings, Yard, Garden, and Orchard, with Fore-drove.
Ditto	-	-	-	In hand	-	Plantation.
Ditto	-	-	-	William Campbell	-	Orchard.
Ditto	-	-	-	Thomas Harris	-	Farm-house, Out-buildings, Yard, Garden, &c.
Ditto	-	Thomas Harris	-	Thomas Hall	-	Cottage and Garden.
Ditto	-	Thomas Harris	-	Joseph Biddle	-	Ditto.
Ditto	-	-	-	Thomas Sammons	-	Pasture with Shed.
Ditto	-	-	-	Ditto	-	Stabling and Rick-yard.
Ditto	-	-	-	Ditto	-	Road and Pasture.
Ditto	-	-	-	Ditto	-	Dwelling House, Out-buildings, Yards, Garden, and Orchard.
Weaman Lant	-	-	-	Thomas Sparrows	-	Cottage, Outbuildings, and Yard.
Ditto	-	-	-	Ditto	-	Orchard.

Parish of Berkswell.

William Brooks	-	-	-	John Duggins	-	Blacksmith's Shop and Garden.
Ditto	-	-	-	Ditto	-	Cottage, Outbuildings, Yard, Garden, and Orchard.
Weaman Lant	-	-	-	In hand	-	Plantation.
Ditto	-	-	-	Ditto	-	Ditto.
Mary Wallis	-	-	-	Joshua Hopkins	-	Farm-house, Out-buildings, Yard, Garden, and Orchard.
John Lant	-	-	-	Richard Lant	-	Plantation.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
John Lant - -	- - -	Richard Lant - -	Orchard and Pasture.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	John Hurst - - -	Cottage, Outbuildings, and Garden.
The Representatives of the late Thomas Smith.	Charles Gilbert -	Charles Gilbert -	Road.
William Spratt -	- - -	William Humphreys and William Sammons.	Two Cottages and Garden.
Joseph Farmer -	- - -	William Cox -	Foredrove.
John Watton -	- - -	In hand - - -	Cottage and Garden.
John Brooks -	- - -	John Reaves -	Garden Ground.
Sir Eardley Eardley Wilmot.	- - -	Thomas Tidmarsh -	Cottage and Garden.
Ditto - - -	Jane Whitehead -	Thomas Whitehead -	Ditto.
Ditto - - -	- - -	Charles Parsons -	Ditto.
Trustees of Thomas Bond's Hospital.	- - -	William Cox - - -	Rick-yard.
Ditto - - -	- - -	Ditto - - -	Dwelling House, Outbuildings, Yard, Garden, and Orchard.
John Smith - -	- - -	In hand - - -	Pasture, Barn, and Sheds.
Ditto - - -	- - -	Ditto - - -	Plantation and Pits.
Elizabeth Huddesford.	- - -	Thomas Burberry -	Orchard.
Sir Eardley Eardley Wilmot.	- - -	Samuel Cox - - -	Garden.

Parish of Berkswell.—Hamlet or Township of Bradnocks Marsh.

Sir Eardley Eardley Wilmot.	- - -	Joseph Large - -	Garden Ground.
Edmund Simonds -	- - -	Francis Dunn -	Farm-house, Outbuildings, Yard, and Garden.
Ditto - - -	- - -	Ditto - - -	Orchard.

Parish of Hampton in Arden.—Hamlet or Township of Balsall.

Anne Bostin -	- - -	Mary Hicken -	Dwelling House, Yard, and Garden.
Edmund Simonds -	- - -	Francis Dunn - -	Garden.
Ann Bostin -	- - -	Mary Hickin - -	Ditto.
William Blick -	- - -	William Smallbone -	Farm-house, Yard, and Garden.
Ditto - - -	- - -	Ditto - - -	Pasture and Barn.
William Arnold -	- - -	John Stane and John Addledon - - -	Two Cottages and Gardens.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
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Parish of Berkswell.—Hamlet or Township of Bradnocks Marsh—
continued.

William Griffin	-	-	-	Martha Hickin	-	House, Outbuildings, Yard, Garden, and Orchard.
Ditto	-	-	-	Ditto	-	Meadow and Shed.
John Gibbs	-	-	-	In hand	-	Cottage and Garden.
Thomas Woods Weston.	-	-	-	Francis Nightingale	-	Garden Ground.
The Governors of the Hospital of Lady Catherine Leveson in Temple Balsall.	-	-	-	Joseph Large and Mary Large.	-	Two Cottages and Gardens.
Ditto	-	-	-	Ditto	-	Garden.
Humphrey Johnson	-	-	-	In hand	-	Farm-house, Outbuildings, and Garden.
Ditto	-	-	-	Ditto	-	Garden.
Humphrey Johnson and John Parker.	-	-	-	Humphrey Johnson and John Parker.	-	Road.
John Parker	-	-	-	In hand	-	Meadow and Windmill.
Charles Hopkins	-	-	-	Charles Hopkins and William Dingley.	-	Dwelling House, Gardens, Yard, Barn, and Appurtenances.

Parish of Hampton in Arden.

Abraham Spooner Lillingston.	-	-	-	In hand	-	Plantation.
Ditto	-	-	-	John Hammon	-	Garden.
John Tibbits	-	-	-	In hand	-	Brick-kiln and Pasture.
Richard Osborn	-	-	-	William Taylor	-	Pasture and Fore-drove.
Richard Osborn, Thomas Osborn, A. S. Lillingston, and John Harris.	-	-	-	William Taylor, John Snape, Mary Tandy, and David Marks.	-	Occupation Road.
John Harris	-	-	-	David Marks	-	Farm-house and Outbuildings, Garden and Yard.
Ditto	-	-	-	Ditto	-	Orchard.
Ditto	-	-	-	Ditto	-	Plantation, Pool, and Pasture.
John Harris and Thomas Osborn.	-	-	-	David Marks and John Snape.	-	Occupation Road.
Thomas Osborn	-	-	-	John Snape	-	Orchard.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Thomas Osborn -	- - -	John Snape - - -	Orchard.
Ditto - - -	- - -	Ditto - - -	Dwelling House, Out- buildings, Yard, Garden, and Or- chard.
Ditto - - -	- - -	Ditto - - -	Garden.
Edward Lowe -	- - -	Maria Wilday -	Orchard.
Ditto - - -	- - -	Ditto - - -	Garden.
Edward Cashmore -	- - -	Edward Wall -	Cottage and Garden.
Richard Hall -	- - -	Samuel Lawrence -	Ditto.
Robert Gale - -	- - -	In hand - - -	Dwelling House, Out- buildings, Yard, and Orchard.
Mary Alsager -	- - -	John Eborall and George Whiting.	Two Cottages and Gardens.
Thomas Elliott -	- - -	In hand - - -	Garden.
George Green -	- - -	Ditto - - -	Ditto.
Overseers of the Poor of Hampton in Arden.	- - -	Richard Hayes -	Cottage.
Thomas Elliott, or the said Overseers.	- - -	Thomas Elliott -	Cottage.
George Green, or the said Overseers.	- - -	George Green -	Ditto.
James Smith, or the said Overseers.	- - -	James Smith - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Ditto - - -	Ditto.
John Robinson -	- - -	Ditto - - -	Ditto.
A. S. Lillingston -	- - -	Richard Hayes -	Ditto.
Ditto - - -	- - -	John Newbold -	Ditto.
Ditto - - -	- - -	William Hall -	Ditto.
Ditto - - -	- - -	John Ward - - -	Ditto.
Ditto - - -	- - -	Edward Wall -	Ditto.
Ditto - - -	- - -	Samuel Ball - -	Ditto.
Ditto - - -	- - -	Joseph Holmes -	Ditto.
Ditto - - -	- - -	George Mills - -	Ditto.
Ditto - - -	- - -	- - -	Garden Road.
Ditto - - -	- - -	John Gilbert -	Garden.
Ditto - - -	- - -	William Smith -	Ditto.
Ditto - - -	- - -	George Green - -	Ditto.

Parish of Bickenhill.—Hamlet or Township of Marston Culy.

John Knight - -	- - -	John Knight and Sarah Knight.	Two Cottages and Two Gardens.
Edward Earl of Digby.	- - -	Thomas Redding -	Cottage and Garden.
William Batho -	- - -	Thomas Ebon - -	Ditto.
Edward Earl of Digby.	- - -	Thomas Gopsal -	Garden.
Ditto - - -	- - -	Ditto - - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Edward Earl of Digby.	- - -	John Cranmoor and Thomas Gopsal.	Two Cottages and Two Gardens.
Ditto - - -	- - -	Ann Ashford - -	Hovel.
Ditto - - -	- - -	Ditto - - -	Garden.

Parish of Sheldon.

Edward Earl of Digby.	- - -	Joseph Gopsal - -	Garden.
James Hammon - -	- - -	James Hammon - -	Barn and Sheds.
Ditto - - -	- - -	Ditto - - -	Garden.
Ditto - - -	- - -	Ditto - - -	Orchard.
George Chilwell - -	- - -	George Chilwell - -	Tile-yard.

Parish of Yardley.

John Barratt - -	- - -	John Barratt - -	Cottage and Garden.
Charles Yates - -	- - -	Charles Yates - -	House, Malthouse, Brick-yard, Garden, Stable, and Yards.
John Blount - - -	- - -	John Blount - -	House, Garden, Stable, and Shrubbery.
Ditto - - -	- - -	Edmund Canning - -	House, Barn, Sheds, Yard, Garden, and Rick-yard.
Ditto - - -	- - -	John Blount - -	Plantation.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Ditto.
James Loud - - -	- - -	James Loud - -	Ditto.
Isaac Wright - - -	- - -	John Wright - -	Barn, Stable, and Shed.
Ditto - - -	- - -	Thomas Young - -	Cottage and Garden.
Joseph Johnson - -	- - -	Joseph Johnson - -	House, Garden, Yards, Barn, Stable, &c.
William Taylor - -	- - -	Samuel Biddle - -	House, Malthouse, Barn, Stable, and Garden.
Hannah Barnacle - -	- - -	Hannah Barnacle - -	Garden.
John Tomlinson - -	- - -	John Tomlinson - -	Brick-yard.

COUNTY OF WARWICK.

Parish of Aston juxta Birmingham.—Hamlet or Township of Saltley and Washwood.

James Weston - -	- - -	William Ludlow - -	House, Barn, Shed, Stable, Yard, Gardens, Croft, and Rick-yard.
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Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
James Weston	- - -	Thomas Hands	Market Garden.
Ditto	- - -	Ditto	Cottage and Garden.
Edward Jackson	- - -	Edward Jackson	Market Garden.
Representatives of the late Charles Bowyer Adderly.	- - -	Joseph Dowler	House, Barn, Shed, Garden, Rick-yard, and Stable.
Daniel Ledsam, John Smith Soden, and James Spooner.	- - -	William Baugh, Thomas Smith, John Preece, and William Gibson.	Four Gardens, Two Cottages, and Rope-walk.
Ditto	- - -	William Challonor	Cottage and Garden.
Ditto	- - -	Benjamin Burley	Garden.
Ditto	- - -	Charles Buxey and Juliet Barnes.	Cottage and Garden.
Ditto	- - -	Joseph Walters, Charles Leaver, and Benjamin Cooper.	Two Gardens and Cottage.
Ditto	- - -	Noah Butler	Garden.
Ditto	- - -	Jacob Whitehouse	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	Thomas Herbert	Ditto.
Ditto	- - -	William Bird	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	William Birch	Ditto.
Ditto	- - -	Samuel Walker	Ditto.
Ditto	- - -	Jane Day	Ditto.
Ditto	- - -	William Chandler	Ditto.
Ditto	- - -	William Huff	Ditto.
Ditto	- - -	William Gibson	Two Gardens.
Ditto	- - -	Thomas Bennett	Garden.
Ditto	- - -	Richard Russell	Ditto.
Ditto	- - -	Thomas Sims and James Clifford.	Ditto.
Ditto	- - -	John Lees	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	John Hill	Ditto.
Ditto	- - -	John Warren	Ditto.
Ditto	- - -	James Rogers	Ditto.
Ditto	- - -	John Smith	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	John Chilwell	Ditto.
Ditto	- - -	James Daniel	Ditto.
Ditto	- - -	Thomas Shoebottom	Ditto.
Ditto	- - -	Joseph Tonks	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	Ditto	Ditto.
Ditto	- - -	Daniel Ledsam, John Smith Soden, and James Spooner.	Plantation.
Ditto	- - -	Joseph Sanders	Two Gardens.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Daniel Ledsam, John Smith Soden, and James Spooner.	- - -	Joseph Brueton -	Garden.
Ditto - - -	- - -	Void - - -	Ditto.
Ditto - - -	- - -	Ditto - - -	Ditto.
Ditto - - -	- - -	Joseph Sanders -	Ditto.
Ditto - - -	- - -	William Greaves -	Ditto.
Ditto - - -	- - -	William Birch -	Ditto.
Ditto - - -	- - -	Void - - -	Ditto.

Hamlet or Township of Duddeston and Nechells.

Jane Mills - - -	- - -	William Gibson -	Hovel.
Ebenezer and Cornelius Robins, Joseph Walters, and William Henry Baron.	- - -	Ebenezer and Cornelius Robins, Joseph Walters, and William Henry Baron.	Two Cottages.
Ebenezer and Cornelius Robins.	John Spicer -	John Ward, James Smith, William Reay and James Daniel, (void,) Nathaniel Payton, John Young, Mary Hopkins, Richard Hinton, (void,) and Thomas Tonks.	Thirteen Houses, Yard, Shop, and Malthouse.
Jacob Holyoake -	- - -	Jacob Holyoake -	House, Yard, and Garden.
Ditto - - -	- - -	Ditto - - -	House and Garden.
William Mountain -	- - -	John Sayer, George Bonas, John Crawford, and Lewis Belcher.	Four Houses and Malthouse.
William Arrowsmith	- - -	William Arrowsmith	Two Gardens.
Thomas Wilkins -	- - -	John Daw, Thomas Wilkins, William Empson, John Clark, and George Brown.	Four Houses and Five Gardens.
Earl Howe - - -	- - -	Joseph Green -	Cottage and Garden.
Ditto - - -	- - -	William Bushell -	Garden.
Ditto - - -	- - -	Thomas Pole and John Kendrick.	Cottage and Garden.
Ditto - - -	- - -	George Hyde -	Garden.
Ditto - - -	- - -	William Bates -	Cottage and Garden.
Ditto - - -	- - -	William Smallwood -	Garden.
Ditto - - -	- - -	William Turner -	Ditto.
Ditto - - -	- - -	Samuel Harrison -	Ditto.
Ditto - - -	- - -	Void - - -	Ditto.
Ditto - - -	- - -	Richard Smallwood -	Ditto.
Ditto - - -	- - -	Void - - -	Ditto.
Ditto - - -	- - -	William Higgins -	Ditto.
Ditto - - -	- - -	William Bushell -	Two Gardens.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Earl Howe	- - -	Joseph Gibbs	Cottage and Garden.
Ditto	- - -	Elizabeth Trow and Edward Giddins.	Four Gardens and Rope-walk.
Ditto	- - -	Abraham Brisband and John Holyoake.	Cottage and Garden.
Ditto	- - -	Edward Lane and Henry Taylor.	Two Gardens and Cottage.
Ditto	- - -	Void	Garden.
Ditto	- - -	William Howle	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	Francis Hudson	Ditto.
Ditto	- - -	Thomas James	Ditto.
Ditto	- - -	Benjamin Bayliss	Ditto.
Ditto	- - -	John Shackle	Ditto.
Ditto	- - -	James Macefield	Ditto.
Ditto	- - -	Robert Tarlton	Ditto.
Ditto	- - -	Christopher Bryan	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	John Brandis	Ditto.
Ditto	- - -	John Tolley and Enoch Fisher.	Cottage and Two Gardens.
Ditto	- - -	Thomas Bullivant	Garden.
Ditto	- - -	Charles Jarvis	Ditto.
Ditto	- - -	William Collins and John Eggington.	Ditto.
Ditto	- - -	Thomas Roper	Ditto.
Ditto	- - -	William Plant	Cottage and Garden.
Ditto	- - -	William Smith and Thomas Roper.	Ditto.
Ditto	- - -	George Redfern	Garden.
Ditto	- - -	Void	Ditto.
Ditto	- - -	George Warwick	Ditto.
Ditto	- - -	Void	Ditto.
Ditto	- - -	Edward Hodgkins	House and Garden.
Ditto	- - -	John Green	Ditto.
Ditto	- - -	Joseph Jackson	Ditto.
Ditto	- - -	Edward Giddins	Ditto.
Ditto	- - -	Thomas Watson, Henry Noke, Richard Mould, and James Turner.	Three Houses and Gardens.
Ditto	- - -	George Whittle	Garden.
Ditto	- - -	Thomas Saxelby, John Key, and One void.	Three Cottages and Gardens.
Ditto	- - -	George Morris	Garden.
Ditto	- - -	Prudence Stanley	Ditto.
Ditto	- - -	Thomas Insol	Ditto.
Ditto	- - -	William Powell	Ditto.
Ditto	- - -	William Evett	House, Garden, and Premises.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Saint Martin, Birmingham.</i>			
Sir Thomas Gooch, Baronet.	- - -	Thomas Fitter -	Garden.
Ditto	- - -	Ditto - -	Ditto.
Ditto	- - -	Ditto - -	Ditto.
Ditto	- - -	Samuel Walker, William Payton, Frances Burdett, and Joseph Nash.	Three Cottages and Gardens.
Ditto	- - -	William Spencer -	Garden.
Ditto	- - -	Joseph Preston -	Three Gardens.
Earl Howe	Trustees of the late Ryland Mander.	James Twist - -	Cottage and Garden.
Ditto	Ditto - -	William Plant and Jesse Rollins.	Ditto.
Ditto	Ditto and William Proctor.	William Proctor, Isaiah Hampson, Thomas Jordan, Matthew Field.	Four Cottages and Gardens.
Ditto	Trustees of the late Ryland Mander.	Mary Edwards, William Mayhar, John Ingram, James Price, James Smith, William Standley, James Leigh.	Six Houses and Gardens.
Ditto	Ditto - -	Edward Ryalls -	Cottage and Three Gardens.
Ditto	Ditto - -	William Powell -	Garden.
Ditto	Ditto - -	Sarah Baker - -	Four Gardens.
Ditto	Ditto - -	William Turner and Richard Alsager.	Coal-yard.
Ditto	Ditto - -	Void - - -	Garden.
Ditto	Ditto - -	Ditto - - -	Ditto.
Ditto	Ditto - -	Robert Rowley -	Ditto.
Ditto	Ditto - -	James Green and John Green.	Garden and Cottage.
Ditto	Ditto and William Plant.	William Plant, Samuel Mole, and John Line.	Two Cottages and Gardens.
Ditto	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, William Bromage.	Joseph Hyde, Edward Britain, Henry Simpson.	Three Houses, Three Shops, and Yard.
Ditto	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, Elizabeth Bentley.	James Charles Greaves	Garden.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Earl Howe -	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, Elizabeth Bentley.	Charles Bell -	Timber-yard.
Ditto - -	Ditto - -	William Botterly and William Probert.	Cottage and Two Gardens.
Ditto - -	Ditto and Edward Henry Vincent	Edward Henry Vincent and John Downes.	Public House, Cot- tage, Shop, and Skittle-ground.
Ditto - -	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, James Taylor.	John Hughes and John Ward.	Two Cottages, Shop- and Garden.

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.

Passed 3d July 1835.



LONDON:
PRINTED BY GEORGE EYRE AND ANDREW SPOTTISWOODE,
PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY.

1837.

ANNO QUINTO & SEXTO

GULIELMI IV. Regis.

Cap. lvi.

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. [3d July 1835.]

WHEREAS an Act was passed in the Third Year of the Reign of His present Majesty, intituled *An Act for making a Railway from London to Birmingham* 3 W. 4. c. 36. ; and by the said Act several Persons were incorporated, by the Name and Style of “*The London and Birmingham Railway Company*,” for carrying into execution the said Undertaking: And whereas it is expedient that the Line of the said Railway should be extended from its present Commencement near the *Hampstead Road* in the Parish of *Saint Pancras* in the County of *Middlesex* to a certain Place called *Euston Grove*, on the North Side of *Drummond Street* near *Euston Square*, in the same Parish and County; and that a certain Part of the Line in the Parishes of *Stowe*, *Weedon*, *Dodford*, *Brockhall*, *Norton*, *Whilton*, and *Long Buckby* should be altered; and also that the

R 4 Course

Course of the River *Ouse* in the Parishes of *Woolverton* and *Haversham*, or One of them, in the County of *Buckingham*, and of the River *Avon* in the Township of *Brandon* and the Parish of *Wolston* in the County of *Warwick*, should be altered: And whereas it is also expedient that some of the Powers and Provisions contained in the said recited Act should be altered or amended and enlarged, and that further Powers should be granted to the said Company: And whereas the several Purposes aforesaid cannot be carried into execution without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Act (except such of them or such Parts thereof respectively as are by this Act expressly repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force, in respect to the Objects and Purposes of this Act, and of the said recited Act as altered and amended by this Act, as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Powers of recited Act extended to this Act.

II. And

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make an Extension of the said Railway, and for that Purpose to make and maintain the said Railway and the Works connected therewith in the Line or Course, and upon, across, and under or over the Lands delineated in the Plan and described in the Book of Reference deposited as herein-after mentioned with the Clerk of the Peace for the County of *Middlesex*; (that is to say,) commencing in a Field on the West Side of the High Road leading from *London* to *Hampstead*, being the Site of the Depôt or Station intended to be made for the Use of the said Railway, in the Parish of *Saint Pancras* in the County of *Middlesex*, and thence passing across the *Regent's Canal* between the First and Second Bridges Westward of the Lock at *Camden Town* into and through the said Parish of *Saint Pancras*, and terminating in a vacant Piece of Ground in a Place called *Euston Grove*, on the North Side of *Drummond Street* near *Euston Square* in the same Parish, and which said Extension of Railway will pass through or into the Parish of *Saint Pancras* in the said County of *Middlesex*.

Company empowered to extend the Railway from the Depôt on the *Hampstead Road* to *Euston Grove*;

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make the Alterations herein-after mentioned of or in the Line of the said Railway as authorized and directed by the said recited Act, and to make and maintain the said Railway and Works in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited, as herein-after mentioned, with the Clerk of the Peace for the County

to alter the Line of Railway in the Parishes of *Stowe*, *Weedon*, *Dodford*, *Brockhall*, *Norton*, *Wilton*, and *Long Buckby*;

County of *Northampton*; (that is to say,) such Alteration commencing in a Field in the Parish of *Stowe* numbered 8 on the said Plan and Book of Reference, and thence passing through or into the several Parishes and Townships and Places of *Stowe, Weedon, Dodford, Brockhall, Norton, Whilton, and Long Buckby*, or some of them, in the County of *Northampton*, and terminating in a Field in the Parish of *Long Buckby* in the same County numbered 17 in the said Plan and Book of Reference; and the said Company are hereby authorized to abandon such Parts of the said original Line of Railway as by reason of any of the Alterations by this Act authorized to be made will be rendered useless and unnecessary; and all the Powers, Authorities, Privileges, and Directions which by the said recited Act are given for making and maintaining the Portion of the said original Line of Railway by this Act authorized to be abandoned shall, from and immediately after the making of the Alterations herein mentioned, cease and determine.

and to
abandon un-
necessary
Portions of
the Railway.

In case Line
not made as
authorized
by this Act,
the Line of
recited Act
may be made.

IV. Provided always, and be it further enacted, That in case the said Company shall not make the said Railway in the Line by this Act authorized it shall be lawful for them to make and maintain the said Railway or any Part thereof in the Line authorized by the said recited Act, and all the Powers and Authorities thereby and hereby given shall be valid and effectual for that Purpose.

Power to
alter the
Course of
the Rivers
Ouse and
Avon.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to alter and divert the present Course or Stream of the
River

River *Ouse*, and other Streams and Waters connected therewith, in the Parishes of *Woolverton* and *Haversham*, or One of them, in the County of *Buckingham*, and to make a new Cut or Channel for the said River near to a Place called *Mead Mill*, in the said Parish of *Woolverton*, through the Lands of the Trustees of the Will of Doctor *John Radcliff* in the said Parish of *Woolverton*, and of *James Greaves* and *Thomas Greaves* and *Edmund Greaves* in the said Parish of *Haversham*, in the Line or Course, of the Length and Width, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the Clerk of the Peace of the County of *Buckingham*, (the Lines on the said Map or Plan which describe such new Cut or Channel of the said River being taken as describing the Width thereof at the Bottom,) and such new Cut or Channel so to be made shall be as deep as the present Channel of the said River *Ouse* near to *Mead Mill* aforesaid; and no Deviation shall be made in the Line of the said new Channel of the said River *Ouse*, any thing herein-after contained to the contrary notwithstanding; and to fill up the present Beds of the said River *Ouse*, and other Streams and Waters connected therewith, which are intended to be discontinued, the Surface of the Ground so to be filled up to be covered to the Depth of One Foot at least with good Mould, and to be inoculated with the old Sward so as to make it fit for Meadow Ground; and to carry the said River, Streams, and Waters under the said Railway at a Part of the Line on the said Railway to the Northward of the present Course of the said River, Streams, and Waters in Part of the Fields numbered respectively 2 and 3 in the said Parish of *Haversham*
in

in the said Plan and Book of Reference ; and also to alter and divert the present Course or Stream of the River *Avon* in the Hamlet or Township of *Brandon* and in the Parish of *Wolston* in the County of *Warwick*, in the Line or Course, and upon, across, under, or over the Lands delineated in the Plan and described in the Book of Reference deposited with the Clerk of the Peace for the County of *Warwick* ; and to fill up, either wholly or in part, or to contract the present Bed of the said River *Avon* between the Point at which such Diversion or Alteration shall commence and the Point at which it shall terminate.

New Channels to be substituted for old Channels.

VI. And be it further enacted, That when and as soon as the said new Cuts or Channels of the said Rivers *Ouse* and *Avon* respectively shall have been made and completed, they shall for ever afterwards be deemed and taken to be Part of the Channels of the said Rivers *Ouse* and *Avon* respectively, and the Owners of the Lands on each Side of the same new Cuts or Channels respectively shall have such and the same Rights and Interests in the same new Cuts or Channels respectively as the respective Owners of the Lands on each Side of the old Channels of the said respective Rivers so intended to be discontinued now have in the same old Channels respectively.

Plans describing the Alterations and Extensions deposited with the Clerks of the Peace to remain

VII. And whereas a Plan describing the Line of the Extension of the said Railway, and also a Plan describing the Line of the Alteration of the said Railway, and also Plans describing the Alterations of the Course of the said Rivers *Ouse* and *Avon*, herein-before respectively mentioned, and the Lands in and through which the same
respectively

respectively and the Works connected therewith respectively are intended to be carried or made, together with Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners and of the Occupiers of such Lands, have been deposited in the Offices of the several Clerks of the Peace of the Counties of *Middlesex, Northampton, Buckingham, and Warwick*, being the Counties within which such Extension and Alterations are respectively intended to be made; be it therefore enacted, That the Plans and Books of Reference so deposited shall remain with and be kept by the said several Clerks of the Peace; and all Persons interested in such Lands shall at all seasonable Times have Liberty to inspect and take Copies of the same or Extracts therefrom, paying to the Clerk of the Peace having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Plans and Books of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

there, and
be open to
Inspection.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Extension, Alterations, and other Works in the Line or Course and in or through the Lands delineated on the said Plans, subject as herein-after provided, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule hereto,

Errors or
Omissions in
the Act or
Book of Re-
ference not
to obstruct
the making
of the Rail-
way, &c.

or

or in the Books of Reference to the said Plans, if it shall appear to any Justice of the Peace for the County within which such Lands may be (in case of Dispute about the same), and be by him certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence, and the Certificate of such Justice shall be deposited with and be kept by the Clerk of the Peace of such County, and shall be sufficient for all the Purposes of this Act.

Houses and Gardens not to be taken without Consent, unless specified in the Schedule.

IX. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-four, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner thereof, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and it shall be so certified in manner herein-before mentioned.

Power to deviate from the Lines delineated on the Plans under certain Limitations.

X. And be it further enacted, That the said Company, in making the Extension, Alterations, and other Works by this and the said recited Act authorized, save as herein-after provided, shall have full Power to deviate from the Lines of the said Railway and other Works as delineated

on

on the several Plans deposited with the Clerks of the Peace as herein-before and in the said recited Act mentioned : Provided nevertheless, that no Deviation hereafter to be made shall extend to a greater Distance than One hundred Yards from the Lines so delineated on the said Plans, nor shall any Deviation extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact that such Omission proceeded from Mistake or Inadvertence be certified in manner herein-before provided in Cases of unintentional Errors in the said Book of Reference : Provided always, that no Deviation shall be made from the Line of the said Railway in any Part thereof where by this or the said recited Act the said Company is expressly restricted from Deviation, nor shall any Deviation be made therefrom where the said Line passes through the Lands of *Thomas Reeve Thornton* Esquire, in the Parishes of *Brockhall* and *Norton* in the County of *Northampton*, without the Consent in Writing of the said *Thomas Reeve Thornton*, his Heirs or Assigns, being previously obtained.

XI. And whereas by the said recited Act it is enacted, that in all Cases wherein, in the Execution of the Powers thereof, there should be Occasion to take or use any Common or Waste Land, or any other Lands which should be charged with or subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such

Estate

Recital as to
Purchase of
Common and
Waste Land.

Estate or Interest in the Manor wherein such Common or Waste Land should be situate, or if the same should not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands as the Corporations and Persons who are by the said Act enabled to sell other Lands have in such Lands (and which Conveyance might be in the like Form as by that Act is directed to be used in the Case of Conveyance of other Lands), should be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land as aforesaid (and which should be determined by a Jury, in case the Parties differed about the same, in like Manner as by the said Act is directed in other Cases of the like Nature,) should be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land should be situate, and should be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof to be convened by such Churchwardens for that Purpose should direct; and in all Cases in which any such Commonable or other Rights should extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Lands, the Compensation for the Relinquishment thereof should be paid to the Party having such

such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same should be appendant or appurtenant, or otherwise, as the Case might require, should be deposited in the Bank of *England* in manner by the said Act directed in Cases of other Lands taken by the said Company: And whereas Doubts have arisen as to the Application in certain Cases of the Money so to be paid as a Compensation for the Extinguishment of such several Rights of Common: And whereas it is expedient that the Powers and Provisions of the said recited Act relative to what shall be deemed Common or Waste Land, and also relative to the Application of such Money, and the Mode of assessing the Amount thereof, should be explained, enlarged, and amended; be it therefore enacted, That no Land shall be deemed or taken to be Common or Waste Land within the Meaning of the said recited Act, so as to entitle the Churchwardens of the Parish for the Time being to the Receipt of any such Compensation Money as before mentioned, except the same shall be the Waste of some Manor, and liable to the Exercise of Rights of Common during the whole of the Year without Interruption.

Declaring what shall be deemed Common or Waste Land.

XII. And be it further enacted, That in all Cases where the Churchwardens for the Time being shall be entitled to the Receipt of any such Compensation Money it shall be lawful for them to treat and agree with the said Company touching the Amount thereof, and to convey the Lands in respect of which such Compensation shall be received to the said Company, in like Manner as is by the said recited Act provided in Cases of Owners of Lands or of any Interest therein; and in case the Amount of such last-

Churchwardens empowered to treat with the Company touching the Compensation for Waste Land.

S

mentioned

mentioned Compensation shall be left to the Determination of a Jury, as by the said recited Act or hereby is authorized, the Notices required to be given for that Purpose may be served on any One or more of such Churchwardens for the Time being, or left at their or his last usual Places or Place of Abode.

Where Commoners exceed Twenty in Number, a Meeting of them may be called for appointing a Committee to treat with the Company.

XIII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twenty in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement to be inserted Three Times at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing, and which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Ten in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights; and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall

shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Twelve at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as hereinbefore directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last hereinbefore mentioned shall be determined by the Verdict of a Jury in manner by this and the said recited Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury, as by the said recited Act or hereby is authorized, the Notices required to be given for that Purpose may be served upon any Five of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

If no Meeting take place, Compensation to be settled by a Jury.

Directing how Notice of such Jury shall be served.

XIV. And whereas the Line of the said Railway passes through a Common or Piece of Waste Land known by the Name of *Whitley Common*, situate in the Parish of *Saint Michael* in the County of the City of *Coventry*, over which the Freemen of the said City of *Coventry* and a small Number of other Persons, Proprietors of Mills adjoining to the said Common, have a Right of Pasture all the Year; and certain other Pieces of Land required for the making of the said Railway are called *Lammas* Grounds, situate in the said Parish of *Saint Michael* and the Parish of *Saint John the Baptist*, in the County of the

Coventry Land.

said City of *Coventry*, over which the Freemen of the said City of *Coventry* have a Right of Common from *Old Lammas Day* until *Old Candlemas Day*, and certain other Pieces of Land required for the making of the said Railway are called *Michaelmas Land*, situate in the Parish of *Saint John Baptist* aforesaid, over which the Freemen of the City of *Coventry* have a Right of Pasture from *Old Michaelmas Day* until *Old Candlemas Day*: And whereas the Number of the said Freemen entitled to such Common Rights exceeds Three thousand; and it is expedient that some Provision should be made for the Application of any Sum of Money received and to be received for Compensation for such Rights over Land taken for the Purposes of the said recited Act and this Act to some public Purpose for the Benefit of the said Freemen; be it therefore enacted, That all Sums of Money already paid and hereafter to be paid by the said Company as Compensation for and in respect of any Right of Common or Pasture upon and over any Part of the said *Lammas* or *Michaelmas* Lands or Grounds, or the Common or Waste Lands within the said County of the City of *Coventry*, which shall be taken for the Purposes of the said recited Act or this Act, shall be paid, applied, and appropriated in such Manner and to and for such Purposes as the Freemen for the Time being of the said City of *Coventry*, or the major Part of them, assembled at any public Meeting to be called by the Mayor of the said City for the Time being, whereof Notice shall have been given Three Times at the least in some Newspaper published in the said City, shall order, direct, and determine.

XV. And

XV. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Lands taken or used under the Powers of this or the said recited Act, or for any Compensation or Satisfaction under this or the said recited Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the *London and Birmingham* Railway Company, pursuant to the Directions contained in the said recited Act, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Lands in respect of which such Money shall have been so paid in, from Time to Time, to order such Part, if any, of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, in such Manner as to the said Court shall seem fit.

Power for Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

XVI. Provided always, and be it enacted and declared, That the Person or Corporation for the Time being in the Possession or in the Receipt of the Rents and Profits of any Lands was and is and shall, for the Purposes of this and the said recited Act, be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of this or the said recited Act; and that every Contract, Sale, Conveyance, or Agreement, whether heretofore or hereafter made with or to the said Company

Persons in Possession to be deemed entitled.

by any such Person or Corporation, shall be valid and effectual; and that in every Case in which the Amount of the Price of any Lands or of any Compensation has been or shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, in manner provided by the said recited Act, such Payment, and every Contract or Agreement in pursuance whereof it was made, shall be good to all Intents and Purposes, and the said Company shall not be bound to see to the Application thereof; provided that such Agreement be made *bonâ fide*, and without any Fraud or Collusion between the said Company and the Party contracting.

Form of Conveyance not to be compulsory.

XVII. And be it further enacted, That nothing in the said recited Act or this Act contained shall extend, or be deemed or construed to extend, to compel the said Company to use the Form of Conveyance in the said recited Act prescribed for the Conveyance of Lands purchased and taken for the Use of the said Railway, where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary to insert particular Covenants, Conditions, or Agreements not provided for by the said recited Act.

Power to keep on foot attendant Terms of Years.

XVIII. Provided always, and be it further enacted, That Terms of Years attendant on the Inheritance of any Lands purchased by and conveyed to the said Company, pursuant to the Powers in this and the said recited Act contained, shall and may, at the Option of the said Company, such Option being expressed in the Conveyance

veyance to the said Company, be kept on foot and assigned to a Trustee of the said Company, to attend the Inheritance of such Lands, and protect the same from all Incumbrances subsequent to the Creation of such Terms; and the Terms of Years so assigned, and as to which such Option shall have been expressed in the Conveyance to the said Company as aforesaid, shall not merge in the Inheritance of the Lands comprised in such Conveyance, any thing herein or in the said recited Act contained to the contrary notwithstanding.

XIX. And be it further enacted, That in all Cases where any Lands intended to be purchased by the said Company are or shall be subject, jointly with other Lands not intended to be purchased, to or with any Rent, Payment, Mortgage, or Incumbrance whatever, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by the said recited Act or this Act capacitated to sell, release, or apportion the same, or to release the Lands so purchased therefrom, shall consider the remaining Part of the Lands so jointly subject, and the same shall in fact be, a sufficient Security, for such Rent, Payment, Mortgage, or Incumbrance, and shall therefore be willing to release the Lands so purchased by the said Company therefrom, then and in any such Case it shall be lawful for the Party entitled to, or by the said recited Act or this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Lands so purchased therefrom, with the Consent of the Owner of the Land so purchased, and also of the Owner of the remaining Lands so jointly subject as aforesaid (and which Owner is thereby declared to include and

Lands subject to Incumbrances may be released on certain Conditions.

extend to all Corporations and other Persons by the said recited Act authorized and empowered to sell and convey Lands), to release the Lands so purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly and exclusively subject to the whole of such Rent, Payment, Mortgage, and Incumbrance; and when any Lands purchased by the said Company shall be so released as last aforesaid the remaining or other Lands not purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain wholly and exclusively charged with and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Lands, and the Owners and Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but so at all Times thereafter remain as effectual as if such remaining or other Lands had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Land so purchased as aforesaid shall be released as aforesaid it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of the said recited Act and this Act, or either of them, and also declaring that the remaining

maining or other Lands so before jointly subject as aforesaid are thenceforth to remain and be wholly and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that the Powers and Provisions contained in the said recited Act touching the Release of the Lands required for the Purpose thereof from any Rent, Payment, Incumbrance, or Mortgage charged thereon, affecting the same either solely or jointly with any other Lands, shall not be prejudiced, altered, or affected by the said Powers and Provisions herein-before contained, in all Cases where it shall be deemed expedient to act under the said recited Act instead of this Act in relation thereto; but it shall be lawful for all Parties interested to act either under the said recited Act or this Act, in relation to any such Rent, Payment, Mortgage, or Incumbrance as aforesaid, as they may respectively deem it expedient.

XX. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this or the said recited Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of the said Acts and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner

Rents on
Leases to be
apportioned.

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

Repeal of Provisions in recited Act as to Mines under Land purchased by Company.

XXI. And whereas by the said recited Act it is enacted that nothing in that Act contained should extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay,
or

or other Mines or Minerals under any Land purchased by the said Company under the Provisions of the said Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals, as might be necessary to be dug or carried away or used for the Purpose of the said Act ; but all such Coal, Ironstone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid, should be deemed to be excepted out of the Purchase of such Lands, and might, subject to the Restrictions thereafter contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if the said Act had not been passed : And whereas it is expedient that the said Provisions should be altered and amended ; be it therefore enacted, That the said recited Provisions shall be and the same are hereby repealed.

XXII. And be it further enacted, That nothing in this Act nor in the said recited Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines under any Land purchased by the said Company under the Provisions of this or the said Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purpose of this and the said Act, unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company ; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug
or

Company not to claim Mines, except purchased by them.

or carried away or used as aforesaid shall, unless the contrary shall be expressed, be deemed to be excepted out of the Purchase of such Lands, and may, subject to the Restrictions in the said recited Act contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if the said Act had not been passed.

Power to enter Land, &c. upon Payment or Tender of Purchase Money.

XXIII. And whereas by the said recited Act it is enacted, that upon Payment or legal Tender of such Sums of Money as should have been agreed upon between the Parties or awarded by a Jury in manner therein-before mentioned for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same should have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid could not be found, or should be absent from *England*, or should refuse to receive such Money as aforesaid, or should refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands should not be known, or should be absent from *England*, or should refuse to convey the same, then upon Payment of such Money into the Bank of *England*, as in the said recited Act is particularly mentioned, it should be lawful for the said Company immediately to enter upon such Lands, and to hold the same as in the said Act is mentioned: And whereas it may frequently occur, that from
unavoidable

unavoidable Delay in making out the Title to Lands so purchased, or from other Causes, the Payment or Tender of the Purchase Money and Compensation so agreed or awarded may be delayed beyond the Period of Thirty Days by the said recited Act limited, and it is therefore expedient that such Provisions should be explained and amended; be it therefore enacted, That nothing in the said recited Act or this Act contained shall extend, or be deemed or construed to extend, to prevent the said Company from making such Payment or Tender, and entering upon and holding such Lands, after the Expiration of such Period of Thirty Days, if the Delay in such Payment or Tender shall have arisen from the Acts, Neglect, or Default of the Parties selling the same Lands, and not from the Acts, Neglect, or Default of the said Company: Provided always, that it shall not be lawful for the said Company to make such Entry after Demand made of such Purchase Money or Compensation by the Party or Parties entitled thereto, and Default made by the said Company in Payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party or Parties entitled thereto.

XXIV. And whereas by the said recited Act it is enacted, that notwithstanding any thing in the said Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are thereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of depositing
or

Power to enter adjoining Land for temporary Purposes.

or manufacturing upon such Lands or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works shall be then carried on, and to dig, cut, get, take, remove, and carry away out of and from such adjoining Lands or any Part thereof any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, and to manufacture the same, without having previously made such Payment, Tender, or Investment as therein-before mentioned, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers thereby granted to them, and making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof, as in the said recited Act is provided : And whereas it is expedient that the said Provisions should be altered, enlarged, and amended ; be it therefore enacted, That it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway or other Works by this or the said recited Act authorized to be made and maintained, or any of them, or any Part thereof respectively, as well for the Purposes in the said recited Provisions mentioned as for the Purpose of depositing or working upon such Lands Stone, Bricks, Slates, Timber, Lime, Materials, and other Articles and Things to be used or employed in the said Works, or for
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forming temporary Roads or Approaches to and from the said Works, and which the said Company are hereby authorized to make without having previously made such Payment, Tender, or Investment as in the said recited Act mentioned, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation of the said Lands, and for the Damage thereby occasioned, to the Owners or Occupiers of such Lands, in manner and subject to the Restrictions in the said recited Act provided in the Cases of temporary Occupation of Lands thereby authorized.

XXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation who shall be willing to sell the same for the Purchase of Lands not exceeding in the whole Fifty Statute Acres, in addition to the Lands authorized by this and the said recited Act to be taken for the Purposes of the said Railway and Works, and in addition also to the Fifty additional Acres authorized to be purchased by the said recited Act, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for depositing, receiving, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking which the said Company shall judge requisite ;

Empowering
Company to
purchase
Fifty Acres
of Land for
the Purpose
of additional
Stations.

requisite ; and it shall be lawful for all Corporations, and all other Persons, including especially such Corporations and Persons as are in the said Act and herein-before capacitated to sell and convey other Lands for the Purposes of this and the said recited Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned, or any of them, in the same Manner as is herein-before and in the said recited Act directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works hereby and by the said recited Act authorized to be made.

Regulating
the Con-
struction of
the Tunnels
under the
Metropolis
Roads.

XXVI. And whereas it is intended that the said Railway shall be carried under the *Hampstead Road* near *Mornington Place*, *Camden Town*, and the Road called *Park Street*, leading from the *Regent's Park* to *Camden Town*, both in the County of *Middlesex*, and which are herein-after called *Metropolis Roads*, by means of Tunnels to be constructed by the said Company for that Purpose ; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct at their own Expence a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under each of the said Roads called the *Hampstead Road* and *Park Street*, at the several Places where the said Railway, as delineated on the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively ; and that the Length of each of such Tunnels shall not be less than Thirty Yards on each Side beyond the Extent of the said Roads and Footpaths, except on the Eastern Side

Side of the *Hampstead Road*, where the said Company shall erect such Wall or other Fence as shall be required by the said Commissioners; and that each of the said Tunnels shall be so constructed that the Soffit of the Arch thereof shall not be less than Three Feet beneath the Surface of the Road under which the same shall pass, and that the Thickness of the Materials of such Arch shall not exceed Two Feet above such Soffit, and the Surface of such Roads after the Completion of such Tunnels respectively shall remain at their present Level.

XXVII. And be it further enacted, That the said Company shall and they are hereby required at their own Expence to do and perform all such Acts and Things in the Way of watching and lighting, and all such other precautionary Measures during the Progress of erecting and constructing the several Tunnels of the said Railway, by which the same shall be carried under the said Metropolis Roads, as shall by the Surveyor General for the Time being to the Commissioners of the Metropolis Turnpike Roads North of the *Thames* be deemed necessary and requisite to be done by the said Company for the public Safety, Convenience, and Protection of the said Metropolis Roads by reason of the Construction and using of the said Railway.

Company to watch and light and take all necessary Precautions in constructing the Tunnels under the Metropolis Roads.

XXVIII. Provided always, and be it further enacted, That the Tunnels hereby required to be constructed under the said Metropolis Roads respectively, and all Walls and other Works belonging to such Tunnels respectively, and such temporary substituted Roads as during the Construction of such Tunnels it may be neces-

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the

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sary

Surveyor
General to
the Commis-
sioners, and
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paired.

sary for the said Company to construct under the Provisions for that Purpose contained in this Act, and also all Repairs and Renewals of the said several Tunnels which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Tunnels, and the Works belonging thereto, and which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, and the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being, and previously to the Commencement of the said Tunnels and other Works, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Surveyor General for the Time being; and in case, in the Construction of the said Tunnels or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alteration of the Metropolis Roads or any of them, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor General for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General

to

to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit ; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

XXIX. Provided also, and be it further enacted, That the said Company in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated in the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, nor shall the Tunnels hereby authorized and required to be made under the said Metropolis Roads respectively, or any of them, be made at any other Places marked out for that Purpose in the said Plan without the Consent in Writing of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads for any of the Purposes aforesaid first had and obtained.

Company not to deviate from the Line, so far as affects Metropolis Roads, without Consent of Surveyor General.

XXX. Provided also, and be it further enacted, That after the said Tunnels under the said Metropolis Roads shall have been constructed, pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Tunnels, and all Walls and other Works belonging to such Tunnels, in good and complete Repair, to the Satisfaction of the Surveyor General for the Time being to the said Com-

Company to keep in repair the Tunnels under the Metropolis Roads.

Proceedings
in case of
Default.

missioners of the Metropolis Roads ; and in case of any Want of Repair to the said Tunnels, Walls, and other Works, or any of them, and Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not for the Space of Three Days after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be ; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid, on Demand, by the said Company, or, in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*.

Repeal of
Provision as
to Bridges
over Grand
Junction
Canal.

XXXI. And whereas it is expedient that the Period of Fifteen Days, limited by the said recited Act for contracting the Waterway of the Grand Junction Canal for the Purpose of putting in and constructing the Foundation Walls of the Abutments of the Bridges for carrying the said Railway over the said Canal, should be enlarged ; be it therefore enacted, That so much of the said recited Act as relates to the Construction of Bridges over the said Grand Junction Canal shall be and the same is hereby repealed.

As to the
Construction of the

XXXII. And be it therefore enacted, That in carrying the said Railway over the said Grand Junction

Bridges over
the Grand
Junction
Canal.

Junction Canal the said Railway Company shall be and they are hereby required at their own Expencc to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over the said Canal and the Towing Path thereto, with proper Approaches to each such Bridge ; and the Soffit of each such Bridge shall be at least Ten Feet above the Top-water Level of the 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 each such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-two Feet for the Waterway and Eight Feet for the Towing Path under each such Bridge ; and the said Railway Company shall and they are hereby required, during the Progress of constructing each 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 each of the said Bridges 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 contracting the said Waterway shall not exceed Thirty Days ; nor shall less than Twenty-two Feet for the said Waterway and Eight Feet for the said Towing Path be left during the Remainder of the Period of constructing or repairing or renewing each such Bridge ; and that the present Towing Path shall remain undisturbed until the new Towing Path Wall shall be erected,

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and

and the Ground made good and properly gravelled, and open for the free Passage of Horses under each such Bridge.

Company to maintain the Bridges over Grand Junction Canal.

XXXIII. Provided always, and be it further enacted, That the said Company shall at their own Expence, as requisite, maintain the several Bridges, Walls, and Works necessary for the free and unobstructed Navigation of the said Grand Junction Canal in good and perfect Order, Repair, and Condition, to the Satisfaction of the principal Engineer for the Time being of the said Grand Junction Canal Company.

Saving the Rights of the Regent's Canal Company.

XXXIV. And whereas the said Railway is intended to be carried over the Regent's Canal in the Parish of *St. Pancras* in the County of *Middlesex*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal ; 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 Regent's Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or of the Towing Path thereto, or of any Part thereof, or in any Manner to obstruct or impede the Navigation of the said Canal or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal, or to interfere with or injure any of the Works of the said Canal, or to take or use any of the Lands or Buildings belonging to the said Regent's Canal Company ; and that it shall not be lawful for the said Railway Company to make any

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 *Middlesex*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Houses, Lock-houses, Lands, Banks, or Feeders, or any other Works belonging to the said Regent's Canal Company, shall be taken, used, or damaged, without the Consent of the said Regent's Canal Company in Writing under their Common Seal first had and obtained.

XXXV. And be it further enacted, That in carrying the said Railway over the said Regent's Canal the said Railway Company shall and they are hereby required at their own Expence to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, a good and substantial Brick, Stone, or Cast-iron Bridge over the said Canal and the Towing Path thereof, with proper Approaches to such Bridge; and the Soffit or under Side of such Bridge at the Centre of the Waterway shall be at the least as high above the Top-water Level of the said Canal as is a certain Bridge on the Estate of the Right Honourable Lord *Southampton*, being the next Bridge Westward on the Line of the said Railway, and known by the Name of *Fitzroy Bridge*; and no Part of the Arch of the said Bridge so to be made by the said Company shall be of less Height over the Towing Path of the said Canal, or over the Southern Side of the said Canal, than Nine Feet above the said Top-water Level; and such Bridge shall be of such Width or Span as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Forty-three Feet for the Water-

Directing
the Erection
of a Bridge
over the
Regent's
Canal.

way, and Seven 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, and of any 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 Thirty Feet in Width and Ten Feet Six Inches in Height during the Time of constructing and putting in the Foundation Walls of the Abutments of such Bridge, and the new Towing Path along the same, up to One Foot above the Top-water Level of the said Canal, and which Time shall not exceed Forty Days ; nor shall less than Forty-three Feet for the said Waterway and Seven Feet for the said Towing Path be left during the Remainder of the Period of constructing or 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 ; and that the said Bridge and Works shall be constructed and maintained to the Satisfaction of the principal Engineer for the Time being of the said Regent's Canal Company.

Compensation to be made to Regent's Canal Company if Passage on their Canal be impeded.

XXXVI. And be it further enacted, That if by reason of any Accident, or if in the Execution of any of the Works by this Act authorized to be made, or if by reason of the bad State of Repair of any such Works, or of any of the Slopes, Banks, or Walls of the said Railway near the said Regent's Canal, it shall happen that the said Canal or the Towing Path thereof, or any Part thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said

aid Canal shall be impeded in their Passage, or shall not be able at all Times freely and uninterruptedly to pass along the same, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction shall continue, and so in proportion for any less Time than One Hour during which any such Impediment or Obstruction shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company the Sum of Twenty 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 Treasurer or any Officer of the Railway Company, the said Regent's 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 His Majesty's Courts of Record at *Westminster*; and in case the Bridge be erected for the said Railway over the said Regent's Canal, or the Approaches, Side Slopes, or Banks of the said Railway near the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, or if by reason of Want of Repair, or from any other Cause, reasonable Apprehension shall be entertained of Interruption to the Navigation of the said Regent's Canal, then and in any of such Cases it shall be lawful for the said Regent's Canal

Canal Company to do the needful Repairs, 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 His Majesty's Courts of Record at *Westminster* : Provided also, that nothing herein contained shall extend to prevent the said Regent's 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 Damage accordingly ; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special 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 said Regent's 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 Regent's 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.

XXXVII. And

XXXVII. And whereas it is intended that the said Company shall purchase from the Most Noble *John Duke of Bedford*, for the Purposes of this Act, all those Three Pieces or Parcels of Ground situate on the East Side of the *Hampstead Road* in the Parish of *St. Pancras* in the County of *Middlesex*, and between the said Road and the Estate of the Right Honourable *John Somers Earl Somers* in *Upper Seymour Street, Somers Town*, in the said Parish (being Part of the Land or Ground numbered respectively 114, 115, 116, 117, and 121 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and being Part of the Estate of the said Duke of *Bedford* in the said Parish of *St. Pancras*); that is to say, all that Piece or Parcel of Ground, (Part of the Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to,) Sixty-six Feet in Width, and in Length on the East Side about Nine hundred and eighty-two Feet, and on the West Side about Eight hundred and eighty-eight Feet extending (nearly in a straight Line) from Part of the East Side of the *Hampstead Road* aforesaid nearly opposite but a little to the Southward of *Granby Street, Mornington Place*, to that Part of the Land (behind the West Side of *Upper Seymour Street* aforesaid) belonging to Lord *Southampton* which lies opposite to or in a Line with the Street in or near the Centre of *Euston Square* in the said Parish of *St. Pancras* called *Euston Grove*; and also all that other Piece or Parcel of Ground (Part of the Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to), about One hundred Feet in Width from North to South, and about One hundred

Company to erect Bridges on the Duke of Bedford's Estate in the Parish of St. Pancras.

hundred and ninety Feet in Length from East to West on the North Side, and about One hundred and eighty Feet from East to West on the South Side, and which last-mentioned Piece or Parcel of Ground will lie on the South Side of and adjoin a Street intended to be made in continuation of an intended Opening of about Seventy Feet in Width on the West Side of *Upper Seymour Street* aforesaid, opposite or nearly opposite to *Gee Street*, in the Estate of the said *John Somers Earl Somers*, and intended to be called *Wriothesley Street*, and is bounded on the East by the Yards of Houses on the West Side of *Upper Seymour Street* aforesaid, on the South partly by Land belonging to Lord *Southampton* and partly by the Piece or Parcel of Ground herein-after next mentioned, on the West by the said first-mentioned Piece or Parcel of Ground, and on the North by the said intended Street to be called *Wriothesley Street*; and also all that other Piece or Parcel of Ground (Part of the Land or Ground numbered 117 and 121 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to), bounded on the East, South, and West Sides by Land belonging to the said Lord *Southampton*, and on the North Side partly by the said first-mentioned Piece or Parcel of Ground, partly by the said second-mentioned Piece or Parcel of Ground, and partly by Land belonging to the said Lord *Southampton*, and containing on the North Side thereof about One hundred Feet, on the East Side thereof about One hundred and eighty-six Feet, on the South Side thereof in a Bevil Line, about Two hundred and fifty Feet, then turning off at an Acute Angle, and returning towards the East, about One hundred and twenty-nine Feet, and on the West Side thereof about

about Ninety Feet; be it further enacted, That the said Company shall at their Expence, within Eighteen Calendar Months next after the passing of this Act, in a good, substantial, and workman-like Manner, and to the Satisfaction of the Surveyor for the Time being of the said Duke of *Bedford*, or other the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of *Bedford* adjoining the East and West Sides of the said Piece or Parcel of Ground Part of the Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, erect Three Carriage-road Bridges and One Footway Bridge over and across such Parts of the said last-mentioned Piece or Parcel of Ground as the Steward or Agent for the Time being of the said Duke of *Bedford*, or other the Person or Persons for the Time being entitled as aforesaid, shall approve of, such Bridges to be of the following Widths; (that is to say), one of such Carriage-road Bridges (to be selected by such Steward or Agent) of the Width between the Parapets of Fifty Feet in the Clear, and the other Two of such Carriage-road Bridges of the Width between the Parapets of Forty-five Feet in the Clear, and the said Footway Bridge of the Width between the Rails to be put on each Side thereof as herein-after mentioned of Six Feet in the Clear, and put Brick or Stone Parapet Walls on each Side of each of the Three Carriage-road Bridges Seven Feet in Height above the Level of the upper Surface of the Carriage Road over such Carriage-road Bridges, and put a Kirb and Iron Rails of such Kind, Size, and Height as shall be approved of by such Steward or Agent as aforesaid along the entire Front of and Two Feet from such Parapets, and pave the Spaces
between

between the said Parapets and Kirb with good Three-inch *York* Paving, in such Manner as such Steward or Agent shall approve of, and put Iron Rails or an ornamental Wall of such Kind, Size, and Height as such Steward or Agent as aforesaid shall approve of on each Side of such Footway Bridge, and (if required so to do by such Steward or Agent) put a Kirb and Iron Rails of such Kind, Size, and Height as such Steward or Agent shall approve of on One Side of each of such Two of the said Carriage-road Bridges as such Steward or Agent shall select, in lieu and stead of the Parapet to be put on such One Side of each of the said Two Carriage-road Bridges ; and that the said Three Carriage-road Bridges and the said Footway Bridge shall be of such Height only as that the Rise in the Ground from the present Level of the Surface of the Carriage-road Pavement in *Upper Seymour Street* aforesaid, opposite the Street on the East Side of *Upper Seymour Street* aforesaid called *Gee Street*, to the Surface of the highest Part of the Carriage-road Pavement on the said Three Carriage-road Bridges, and to the Surface of the highest Part of the Path or Footway on the said Footway Bridge, shall not be more than One Foot in Forty Feet.

Company to
make Open-
ing from the
Duke of Bed-
ford's Estate
into Sey-
mour Street.

XXXVIII. And be it further enacted, That the said Company shall at their Expence, within Twelve Calendar Months next after the passing of this Act, purchase the Fee Simple and Inheritance of and take down as many of the Houses, with their Yards and Appurtenances, the Property of the said *John Somers* Earl *Somers*, situate on the West Side of *Upper Seymour Street* aforesaid, and in such Part thereof opposite or nearly opposite to *Gee Street*, as the respective

Stewards

Stewards or Agents for the Time being of the said Duke of *Bedford*, or other the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of *Bedford*, and adjoining the East and West Sides of the said Piece or Parcel of Ground Part of the Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and of the said Earl *Somers*, shall fix upon, as it will be necessary to take down for the Purpose of making a clear Opening of Seventy Feet in Width, and form such Opening into a public Street from the Eastern Boundary there of the Land belonging to the said Duke of *Bedford* (and on which Land a Street to be called *Wriothesley Street* is intended to be made in continuation Westwardly of such Opening) to and so as to communicate with and lead into *Upper Seymour Street* afore-said, and make good the Flank Walls (which will be laid bare) of the Houses and Yards which will adjoin the North and South Sides of such Opening, and inclose with a Kirb and Iron Rails, of such Kind, Size, and Height as shall be approved of by such Steward or Agent, and pave with good Three-inch *York Paving*, Areas Two Feet wide along the entire Sides of and adjoining such Flank Walls, and along the entire Front (except the entrance Gateway or Gateways) next the said intended Street to be called *Wriothesley Street*, of and adjoining the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, in such Manner as such Steward or Agent shall approve of, and shall also (unless the same shall be dispensed with by some Writing or Writings to be signed by the said Duke of *Bedford*,

ford, or other the Person or Persons for the Time being entitled to the Land now belonging to the said Duke of *Bedford* on the opposite or North Side of *Wriothesley Street* aforesaid, or such Steward or Agent as aforesaid,) put a Kirb and Iron Rails of such Kind, Size, and Height as shall be approved of by such Steward or Agent, or an ornamental Wall of such Height and according to such Design as shall be approved of by such Steward or Agent, along the whole of the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, except the Part thereof to be occupied by the said Entrance Gateway or Gateways; and form and pave with good Three-inch *York* Paving and a Moor Stone or Granite Kirb Footway Twelve Feet in Width on each Side of the said Opening by the Sides of the aforesaid Areas to be made adjoining to the said Flank Walls, and along the entire Lengths of such Areas, and form and pave with Carriageway Granite Paving the Space between such Two Footways, and form and pave with Three-inch *York* Paving and a Moor Stone or Granite Kirb a Footway Twelve Feet in Width along the whole of the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, except the Part to be occupied by the said Entrance Gateway or Gateways, and pave as a Crossing with Carriageway Granite Paving the said Entrance Gateway or Gateways, and form and pave with Carriageway Granite Paving a Moiety (such Moiety to be Twenty-one Feet in Width next to the said last-mentioned Footway) of the Carriageway in the
Front

Front of the whole of the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and make a Sewer from the Sewer in *Upper Seymour Street* aforesaid through the whole of the said Opening to the West Side thereof, adjoining the Land there of the said Duke of *Bedford*, and a Moiety (that is to say, Ninety-five Feet in Length) of a Sewer in front of the said last-mentioned Piece or Parcel of Ground, such Sewers so to be made by the said Company to extend from the Sewer in *Upper Seymour Street* Westwardly to a Point opposite to the Centre of the North Side of the said last-mentioned Piece or Parcel of Ground, and to be of such Size and Kind and on such Levels as the Commissioners of Sewers shall direct ; and erect a Wall on the whole of the East and West Sides of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, not less in Height than Five Feet nor more in Height than Seven Feet above the present Level of the Land or Ground (adjoining such last-mentioned Walls) on the East and West Sides respectively of the said intended Railway, or the Level to which such Land or Ground shall be raised, except in such Part of the said last-mentioned Piece or Parcel of Ground as lies or will lie or be between Ground intended to form the Garden of a Crescent intended to be made on Part of the said Duke of *Bedford's* Land there ; and erect a Wall on each Side of the said Part of the said last-mentioned Piece or Parcel of Ground as high only as the Level of such Garden when formed, and put a Kirb and

U

Iron

Iron Rails of such Kind, Size, and Height as such Steward or Agent as aforesaid shall approve of on such last-mentioned Walls ; and that the said Company shall, within Three Months after the making of the said Areas along the said Flank Walls and Yards of the Houses on each Side of the said intended Opening, at the Expence of the said Company, convey or cause to be conveyed the Fee Simple and Inheritance, free from Incumbrances, of such Areas, and of the Sites of the Kirbs and the Rails to be put up by the respective Sides thereof, unto the said Duke of *Bedford*, his Heirs and Assigns.

Owners of Flank Walls to be at liberty to open Windows in them.

XXXIX. Provided always, and be it further enacted, That the Owners of such Flank Walls are to be at liberty at any Time and from Time to Time to make such Windows in such Flank Walls as they may think proper, so that such Windows or any Part thereof be not so made as to project or hang over any Part of such Areas.

Areas on the North Side of New Street to remain the Property of the Duke of *Bedford*.

XL. Provided always, and be it further enacted, That the said Areas to be made along the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and the Site of the Kirbs and Rails to be put up by the Side thereof, are to remain and continue the Property of the said Duke of *Bedford*, his Heirs and Assigns.

Company to keep Bridges &c. in repair.

XLI. And be it further enacted, That the said Company shall keep and preserve in good and substantial Repair, and paint when necessary, (painting the Wood and Iron Work twice in good and proper Oil Colour, and of such Colour as
the

the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of *Bedford*, and adjoining the East and West Sides of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, or his or their Steward or Agent for the Time being, shall approve of,) once at least in every Three Years for ever, and from Time to Time when necessary replace with new Materials all the aforesaid Bridges, Kirbs, Walls, and Rails, (except those to be conveyed to the said Duke of *Bedford*, his Heirs and Assigns as aforesaid,) so as to keep up the same or others of the like Kind in good and substantial Repair for ever.

XLII. And be it further enacted, That no Chimney, Flue, or Fire-place of any Kind, or any Erection or Building whatsoever, shall at any Time or Times be erected or built, or suffered to be or remain, in, on, or over any Part of the said Two Pieces or Parcels of Ground Parts of the said Land or Ground numbered respectively 116, and 114, 115, and 116, in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, (except such as shall be previously consented to by some Writing or Writings to be signed by the said Duke of *Bedford*, or the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of *Bedford* on the North Side of *Wriothesley Street* aforesaid, or his or their Steward or Agent for the Time being,) other than Sheds not exceeding Twelve Feet in Height above the Level of the said Carriageway to be made in front of the said Piece or Parcel of Ground numbered 116 on the same Maps or Plans and Books of Reference,

No Buildings to be erected on Land purchased of the Duke of *Bedford* without Consent.

and with such Roofs only as shall be approved of by such Steward or Agent as aforesaid ; and that (unless such using or Occupation thereof shall be consented to by some Writing or Writings to be so signed as aforesaid) such Sheds, or any other Erection or Erections, or Building or Buildings, which shall at any Time or Times hereafter be erected or built in, on, or over any Part or Parts of the said last-mentioned Pieces or Parcels of Ground, or any Part or Parts of such Sheds, Erection or Erections, or Building or Buildings, shall not at any Time or Times hereafter be converted into or used or occupied as or for a Residence or Residences, or Dwelling or Dwellings, or a Shop or Shops of any Kind, or a Place or Places for the Sale or Purchase of any Goods, Wine, Spirits, Beer, Ale, or other Articles or Things whatsoever ; and that no Goods, Iron, Timber, Lumber, or other Article or Thing whatsoever shall at any Time or Times be placed, deposited, or suffered to be or remain upon or over any Part of the Roof or Roofs of any such Shed or Sheds, or of any other Erection or Erections, or Building or Buildings, which shall at any Time or Times hereafter be erected or built on such last-mentioned Pieces or Parcels of Ground, or any Part or Parts thereof, or upon or over any Part of any of the Walls or Parapets to be erected by the said Company as aforesaid, or upon or over any Part of the Areas and Rails respectively to be made or put up along or by the Side of such Parapets.

Not to pre-
judice
Agreements
between the
Duke of
Bedford and

XLIII. And be it further enacted, That nothing in this Act contained shall prejudice, annul, or render void, or be deemed or construed to prejudice, annul, or render void, the Agreement entered into between the said Duke of
Bedford

Bedford and the said Company, bearing Date the Tenth Day of *April* One thousand eight hundred and thirty-five, relative to the Purchase by the said Company from the said Duke of *Bedford* of the said Three Pieces or Parcels of Land, Parts of the said Land or Ground numbered 114, 115, 116, 117, and 121 in the said Plan and Book of Reference herein-before mentioned, nor a certain Agreement entered into between the Right Honourable *Charles Lord Southampton* and his Trustees and the said Company, bearing Date the Eighteenth Day of *May* One thousand eight hundred and thirty-five, relative to the Purchase by the said Company of certain Pieces of Land in the said Parish of *Saint Pancras*, or any of the Terms, Conditions, Stipulations, Provisoos, or Agreements therein respectively contained.

Lord Southampton and the Company.

XLIV. And whereas by the said recited Act it is recited, that it was intended that the said Company shall purchase from the Right Honourable *Charles Lord Southampton* Baron *Southampton*, for the Purposes of the said Act, several Pieces of Land near the *Hampstead Road* in the said Act particularly described; and that with a view to the improving the Lands of the said *Charles Lord Southampton*, adjoining or near the Lands so intended to be taken by the said Company for the Purposes of the said recited Act, certain Roads or Streets had been laid down or marked out, which Roads or Streets as marked out traversed the Land so intended to be taken by the said Company; and it was intended that such Roads or Streets should be continued and made through the Lands so intended to be taken; it was therefore enacted, that the said Company should, within

So much of recited Act as requires Company to make Two Roads therein mentioned repealed.

Two Years after they should be in Possession of the said Pieces of Land, at their own Expence lay down and make, and from Time to Time thereafter keep in repair, a Road or Street Fifty Feet in Width, traversing the said Pieces of Land in a Direction from the Top of *Park Street* across and over a certain Bridge built over the Regent's Canal, being the First Bridge reckoned West from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road* leading to the *Hampstead Road*, commencing at the Foot of the said Bridge, and terminating at the said Road called the *Hampstead Road*; and also another Road or Street, of the like Width of Fifty Feet, traversing the said Pieces of Land in a Direction from the Top of the said Street called *Park Street* across and over another Bridge built over the Regent's Canal, and being the Second Bridge reckoned Westward from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road* to the said Road leading to *Hampstead* called the *Hampstead Road*, commencing at the Foot of the said Second Bridge, and terminating at the *Hampstead Road*: And whereas the said Company have purchased of the said *Charles Lord Southampton* the several Pieces of Land in the said recited Act described, and it is intended to form thereon a Station or Depôt for the Use of the said Railway: And whereas the said Company have agreed with the said *Charles Lord Southampton* to make other Roads herein-after described in lieu of the said Two Roads by the said recited Act directed to be made; be it therefore enacted, That so much of the said recited Act as requires the said Company to make the Two Roads above mentioned shall be and the same is hereby repealed.

XLV. And

XLV. And be it further enacted, That the said Company shall, within Twelve Calendar Months after the passing of this Act, at their own Expençe, erect and completely finish with good and sound Materials, and for ever thereafter keep in repair, a substantial Brick Bridge over the said Railway at a Place which has been agreed on between the said *Charles Lord Southampton* and the said Company, Southward of *Chalk Farm Lane*, such Bridge to be of the Width of Thirty Feet between the Parapet Walls, which are to be Four Feet high on each Side, and coped with Stone.

Company to erect Bridge at Chalk Farm Lane.

XLVI. And be it further enacted, That the said Company shall, within Twelve Calendar Months as last aforesaid, at their own Costs and Charges, make, and thereafter keep in repair, a good and substantial Carriage Road from the *Hampstead Road* to and over the said last-mentioned Bridge, with a convenient Footway on the North Side of such Road, such Foot and Carriage Way together being of the Width of Thirty-five Feet ; and the Ascent of such Road to and over the said Bridge shall not be more than One Foot in Thirty Feet, or as near thereto as Circumstances will permit, and such Road when completed shall for ever remain a public Road.

Company to make a Road to such Bridge from the Hampstead Road.

XLVII. And be it further enacted, That the said Company shall also, at their like Costs and Charges, within the said Space of Twelve Calendar Months, form and thereafter keep in repair a good and sufficient Carriage Road to be continued from such last-mentioned Bridge to the Second Bridge over the Regent's Canal Westward of the Lock at *Camden Town*, at a like

Company also to make a Road from such Bridge to the Bridge over the Regent's Canal.

Ascent to the said new Bridge of not more than One Foot in Thirty Feet, with a convenient Footway on the West Side of the said Road, such Foot and Carriage Way together being of the Width of Fifty Feet.

Company to
make Road
to Chalk
Farm Tavern.

XLVIII. And be it further enacted, That the said Company shall, at their like Costs and Charges, within the like Space of Twelve Calendar Months, form and make and thereafter keep in repair a good and sufficient Carriage Road from the said intended new Bridge to the *Chalk Farm Tavern* at a like Descent of One Foot in Thirty Feet, or as near thereto as Circumstances will permit, with a convenient Footway on the South Side of such Road, such Foot and Carriage Way together being of the Width of Twenty-four Feet.

Company to
continue the
present
Sewer to
Lord South-
ampton's
Land.

XLIX. And be it further enacted, That the said Company shall, at their like Costs and Charges, on or before the Twenty-ninth Day of *September* next erect, build, and completely finish a first-rate Sewer, running from and communicating with the Sewer already built on the Ground of the said Company, and extending to the Western Side of the Road so to be made as aforesaid, between the Bridge over the Regent's Canal and the Bridge to be built by *Chalk Farm Lane*, at a Point where the natural Surface of the Ground is the lowest, for the free Passage and running of Water and Soil from and off other Lands and Premises of the said *Charles Lord Southampton*, his Heirs and Assigns, and his and their Lessees and Tenants in the said Parish of *Saint Pancras*, into and through such Sewer.

L. And

L. And be it further enacted, That the said Company shall not fix, erect, or build, or otherwise work or use, or permit or suffer any other Person or Persons to fix, erect, or build or otherwise suffer to be worked or used, any Steam or other Engine, Forge or Manufactory, on any Part of the Land or Ground purchased of and conveyed to them by the said *Charles Lord Southampton* by the Deed Poll dated the Third Day of *January* One thousand eight hundred and thirty-five, which may be or cause any Nuisance, Annoyance, Damage, or Disturbance to the said *Charles Lord Southampton*, his Heirs or Assigns, or any of his or their Lessees or Tenants in the said Parish of *Saint Pancras*, without first obtaining the Consent in Writing of the said *Charles Lord Southampton*, his Heirs or Assigns.

Company not to erect Steam Engine on certain Land purchased of Lord Southampton.

LI. And be it further enacted, That the said Company shall, at their like Costs and Charges, within Two Years from the passing of this Act, erect and build and for ever thereafter keep in repair a Fourteen-inch Brick Wall, or a Dwarf Wall with Iron Palisade Fence, on the East Side of the intended Railway, extending from the Northern to the Southern Boundary of the inclosed Oval on the North Side of *Park Street Camden Town*, of the Height of Six Feet.

Company to build Wall on East Side of Railway through Lord Southampton's Estate.

LII. And be it further enacted, That the said Company shall, at their like Costs and Charges, at all Times keep in good and substantial Repair the whole of the Road of the Width of Sixty Feet, running from the Top of *Park Street* through the said Oval to the first Bridge over the Regent's Canal, reckoning Westward from the *Hampstead Road*.

Company to keep Road across the Oval in repair.

LIII. And

Tunnel under Park Street.

LIII. And be it further enacted, That the said Company, in forming their Tunnel or covered Line under *Park Street*, shall commence such Tunnel or covered Line on the North Side of such Street at a Point not nearer to the Fronts of the Houses on the North Side of *Park Street* than One hundred and eighty-four Feet, and terminate such Tunnel or covered Line at a Point not nearer to the Fronts of the Houses on the South Side of *Park Street* than Two hundred and twenty Feet, each End of such Tunnel or covered Line to be defended by a Brick Wall coped with Stone at the Height of Six Feet at the least; and that the said Company at their own Expence, immediately after the finishing of such Tunnel or covered Line, shall form and make a good and substantial Road at the Top of such Tunnel or covered Line with good Gravel, Flint, or broken Granite.

Company to erect Wall on the North Side of Park Street.

LIV. And be it further enacted, That the said Company shall, at their like Costs and Charges, within the said Period of Two Years from the passing of this Act, erect and make and for ever thereafter keep in repair a Dwarf Wall with an Iron Palisade Fence thereon, or Iron Railing, of the Height of Seven Feet, from the End of the said intended Tunnel or covered Line on the South Side of *Park Street*, extending Southward to *Crescent Place*, and also a Wall of the Height of Six Feet, commencing at the said South End of the said Tunnel or covered Line, and continuing Southward to an Angle One hundred and ninety-six Feet, and thence turning Westward, and running to the Crown Land Seventy-six Feet.

Lv. And

LV. And be it further enacted, That the said Company shall, at their like Costs, within the Period last aforesaid, make and for ever thereafter keep in repair a Brick Bridge of Thirty Feet wide over the Line of the intended Railway in *Crescent Place*, with proper Slopes, with a Brick Wall coped with Stone at each End thereof, at the Height of Six Feet; and also at their like Costs, within the Time last aforesaid, erect and for ever thereafter keep in repair a substantial Brick Wall of the Height of Six Feet, connecting each Side of the said Bridge with the Crown Land; and also, at their like Costs and Charges, within the Time last aforesaid, make and for ever thereafter keep in repair a covered Line or Tunnel, with proper Slopes to and over the same, from the South-west Corner of *Stanhope Place*, continuing over the Railway across *Stanhope Street* in a North-westerly Direction Two hundred and forty Feet, leaving the Line of *Stanhope Street* uninterrupted, with an easy Access to *Stanhope Place*, each Side of such Bridge to be defended with a Brick Wall coped with Stone of the Height of Six Feet at the least; and also, at their like Costs and Charges, within the Time last aforesaid, make and for ever thereafter keep in repair a good and substantial Brick Bridge over the Railway in *Granby Street*, so as to leave such Street of its present Width and uninterrupted, and each Side of such Bridge to be defended with a Brick Wall coped with Stone of the Height of Six Feet; and in case the Company do not rebuild on the Sites of the Houses they may have to take down on the North and South Sides of *Granby Street* and in *Mornington Place*, they shall continue and preserve the present Line of Street and Road by an Iron Railing of the Height of Six Feet, and preserve

Bridge at
Crescent
Place.

Tunnel un-
der Stan-
hope Place.

Bridge un-
der Granby
Street.

preserve the present Carriage Road and Foot Pavements.

No Buildings to be erected on Land purchased of the Duke of Bedford or Lord Southampton.

LVI. And be it further enacted, That no Erection or Building whatever shall at any Time be erected or built, or be suffered to be or remain, in, on, or over any Part of the said Land or Ground so intended to be purchased of the said Duke of *Bedford* and Lord *Southampton* respectively, lying between the North Side of the said intended new Street to be called *Wriothesley Street* and the South Side of the Regent's Canal, (other than the necessary Tunnels, Bridges, and Fence Walls herein-before provided for,) and that such last-mentioned Ground shall not at any Time hereafter be used, occupied, or enjoyed for any other Purpose than that of a Railway.

Company to complete Works within a limited Period.

LVII. And be it further enacted, That the said Company shall make and complete the said intended Railway through and over the last-mentioned Ground, with all the Tunnels, Bridges, Parapets, Walls, Rails, and other Works herein-before required, within Two Years next after the passing of this Act; and also that the said Bridges, Parapets, Walls, and Rails shall not, nor shall any Part thereof respectively, be in any Manner altered, lowered, or raised at any Time after the same respectively shall be erected and put up.

Company not authorized to purchase other Land belonging to the Duke of

LVIII. And be it further enacted, That nothing herein contained shall extend to authorize the said Company to compel the Sale of any Part of the Land, Houses, or Buildings now belonging to the said Duke of *Bedford* and Lord *Southampton* respectively, other than those which the said

said Company have already agreed to purchase of the said Duke of *Bedford* and Lord *Southampton* respectively as aforesaid; and none of the Powers and Authorities given to or vested in the said Company by the said recited Act or by this Act shall be put in force, exercised, or acted upon, or be capable of being put in force, exercised, or acted upon, in respect of any Land, Ground, House, or Building now belonging to the said Duke of *Bedford* and Lord *Southampton* respectively, except those agreed to be purchased as aforesaid.

Bedford and
Lord South-
ampton.

LIX. And be it further enacted, That no Steam Engine (locomotive Engine excepted), Foundry, Forge, Manufactory, or Brewery of any Kind shall at any Time or Times hereafter be erected or used, or be continued or suffered to be, in, on, or under or over any Land or Ground on the South Side of the Regent's Canal belonging or which shall belong to or be held by or in Trust for the said Company, or any of the Agents, Servants, or Officers of the said Company, or any Person in the Employ of the said Company, or in any Way connected with the said intended Railway, or held, used, or occupied for any Purpose in any Manner connected with the said intended Railway.

No Steam
Engine, &c.
to be erected
South of the
Regent's
Canal.

LX. And be it further enacted, That all and every the Clauses and Provisions contained in the said recited Act expressly and exclusively applicable to the Lands and Hereditaments in the said Parish of *Woolverton*, belonging to the Trustees of the Will of the said *John Radcliffe*, shall be and the same are hereby repealed.

Repeal of
Provisions in
former Act
relating to
the *Woolver-*
ton Estate.

LXI. And

Land in Woolverton on North Side of new Channel may be purchased by Company.

LXI. And whereas the new Cut or Channel of the River *Ouse* herein-before directed to be made severs or divides about Three Acres of Land in the said Parish of *Woolverton*, belonging to the Trustees of the Will of the said *John Radcliffe*, from the Bulk of their Lands in the same Parish; be it therefore further enacted, That it shall be lawful for the said Company to purchase of the said Trustees all such of the Land in the said Parish of *Woolverton* which lies and is situate on the North Side of the Line of the said intended new Cut or Channel of the said River; and it shall be lawful for the Trustees for the Time being of the Will of the said *John Radcliffe* to sell and convey the same Land, and the Fee Simple and Inheritance thereof, unto the said Company, in the Manner and according to the Provisions contained in the said recited Act with respect to the Sale and Conveyance of Lands by Trustees thereby capacitated to convey Lands for the Purposes of the said Railway: Provided always, that no Messuages, Dwelling Houses, or Cottages shall be erected or built on any Part of the said Land in the said Parish of *Woolverton* so to be purchased by the said Company.

No Houses to be built thereon.

Land in Haversham on South Side of new Channel may be purchased by Company.

LXII. And whereas the said new Cut or Channel of the said River also severs or divides about Eight Acres of Land in the said Parish of *Haversham*, belonging to the said *James Greaves*, *Thomas Greaves*, and *Edmund Greaves* respectively, or some or one of them, from the Bulk of their Lands in the said Parish of *Haversham*; be it therefore further enacted, That it shall be lawful for the said Company to purchase all such of the Land in the said Parish of *Haversham* which lies and is situate on the South Side of the Line of

the said intended new Channel of the said River :
 Provided always, that no Messuages, Dwelling
 Houses, or Cottages shall be erected or built on
 any Part of the said Land in the said Parish of
Haversham so to be purchased by the said
 Company.

No Houses
to be built
thereon.

LXIII. And be it further enacted, That it
 shall be lawful for the said Company, and they
 are hereby authorized and required, within Two
 Years after the Completion of the said Railway
 and Works, to sell and dispose of the aforesaid
 Lands in the said Parishes of *Woolverton* and
Haversham so required to be purchased by them
 as aforesaid.

Company
may sell
again Lands
in Woolver-
ton and
Haversham.

LXIV. And be it further enacted, That it
 shall be lawful for the said Company and they are
 hereby required, in carrying the said Railway
 across the said Valley of *Woolverton*, to erect
 and build at their own Expence in and upon a
 Grass Field or Fields in the said Parish of *Ha-*
versham now or late belonging to the said *James*
Greaves, Thomas Greaves, and Edmund Greaves,
 or some or one of them, and in the Situation
 delineated in the said Map or Plan so deposited
 in the Office of the Clerk of the Peace for the
 said County of *Buckingham* as aforesaid, a good,
 firm, and substantial Bridge or Viaduct consisting
 of Six Arches, each Arch being of the Width or
 Span of Sixty Feet, to be built of Brick, and the
 external Brickwork of the whole of the said
 Viaduct exposed to View to be built or made of
 Bricks of the best Quality, and wholly of One
 of the Three following Colours, *videlicet*, White,
 Cream Colour, or Light Yellow ; and when the
 said Viaduct shall be built it shall for ever after-
 wards be repaired externally with Bricks of the
 same

Viaduct to
be built in
Haversham.

same Colour and Quality as those used in the Building of it, and shall not be whitewashed ; and such Viaduct, with the Walls, Pavement, and other Works thereto belonging, shall be constructed according to the Drawings, Plans, and Specifications lately made by the Engineers of the said Company, and approved by *Bryan Donkin* as Engineer on behalf of the Trustees of the Will of the said *John Radcliffe*, but the Engineer of the said Company shall be at liberty to vary the Mode of Construction of the said Viaduct and Works, if he shall think it necessary, provided such Variations do not interfere with the general Plan of the said Viaduct and Works, and are previously submitted to the Engineer of the Trustees of the Will of the said *John Radcliffe* for the Time being for his Approbation ; and in case of any Difference of Opinion between him and the Engineer of the Company, the same shall be submitted to a Third Engineer, to be nominated by them, whose Decision shall be final.

Carriage
Road to be
made from
Viaduct to
Haversham
Road.

LXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to make with Gravel and other suitable Materials a good and firm Carriage Road, Twenty Feet wide at the least, from the Eastern Extremity of the Pavement of the Arch next the Southern End of the said Viaduct, to join the *Haversham* Road opposite to such last-mentioned Arch.

Culverts to
be erected
on Woolver-
ton Estate.

LXVI. And for the Purpose of letting off the Side Waters of the said Valley at *Woolverton*, be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to erect or cause to be erected

erected One Culvert of Six Feet Diameter, or Two Culverts of Three Feet Diameter each, over or across the Stream or Runner of Water at the Foot of the South Side of the said Valley in the said Parish of *Woolverton*, and also One other Culvert of Six Feet Diameter, or Two other Culverts of Three Feet Diameter each, over or across the Stream or Runner of Water at the Foot of the North Side of the said Valley in the Parish of *Haversham*.

LXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to erect or cause to be erected upon the Lands in the said Parish of *Woolverton*, belonging to the Trustees of the Will of the said *John Radcliffe*, Two Bridges across the said Railway in the Situations herein-after described ; (that is to say,) One of the said Bridges shall be built where the said Railway crosses the Occupation Road leading from the Farm Homestead belonging to the said Trustees, now in the Occupation of *Richard Ratcliffe*, near the Grand Junction Canal, the Embankment and Road on the East Side of which Bridge shall be made on a gradual Descent from the Crown of such Bridge to the Crown of the Bridge over the said Canal, and the Embankment and Road on the West Side of such new Bridge shall be made on an Ascent of One Foot in Twenty Feet, and not more, and such Embankments and Roads on both Sides of such new Bridge shall be made and completed to the Satisfaction of the said Trustees ; and the other of the said Bridges shall be built in the Second Field in the said Parish of *Woolverton* from *Bradwell*, called *Three Bush Field* ; and the Roads over both of the said Two Bridges shall

Two Bridges
to be built
on Woolver-
ton Estate.

be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space of not less than Fifteen Feet between the Fences or Side Walls of such Road, and a good and sufficient Fence or Wall shall be made on each Side of the said Two Bridges, which Fence or Wall shall not be less than Four Feet above the Surface of such Two Bridges.

Viaduct,
Culverts, and
Bridges to
be kept in
repair.

LXVIII. And be it further enacted, That the said Company shall at all Times for ever after the aforesaid Viaduct, with the Walls, Pavement, and other Works thereto belonging, and the said Culverts and Bridges, shall have been erected according to the Provisions herein-before contained, keep all the said Works in good, perfect, and complete Repair; and it shall be lawful for the Trustees for the Time being of the Will of the said *John Radcliffe*, or any Three or more of them, to give to the said Company Notice or Warning in Writing, specifying any Defects, Wants of Reparation and Amendment, to all or any of the aforesaid Works, and requiring the said Company to repair and amend the same within Three Months next after such Notice or Warning shall have been given, within which Time the said Company shall and they are hereby required to repair and amend the same accordingly; and in case the same be not repaired, amended, and done within such Space of Three Months, then it shall be lawful to and for the Trustees for the Time being of the Will of the said *John Radcliffe* to cause the same to be repaired, amended, and done, and for that Purpose the said Trustees, and their Agents, Servants, and Workmen, shall have full Liberty of Ingress, Egress, and Regress from Time to Time into, over, and upon the aforesaid Works,

Works, and every or any Part thereof; and the said Company shall and they are hereby required to pay to the said Trustees the Charge and Expence of repairing, amending, and doing the same within the Space of One Month next after such Repairs shall be made, and on Nonpayment thereof the same shall be recoverable in manner by the said recited Act directed for the levying of any Penalties or Forfeitures.

LXIX. And whereas, under and by virtue of the Powers contained in the said recited Act, it is intended to divert or alter a certain Part of the Turnpike Road between *Stoney Stratford* and *Newport Pagnell*, and also a certain Part of the public Highway leading from such Turnpike Road to *Haversham* aforesaid, (which Diversions of Road so intended to be made are all in the said Parish of *Woolverton*, and the Land on each Side of the said Road and Highway intended to be diverted belongs to the Trustees of the Will of the said *John Radcliffe*,) for the Purpose of more conveniently carrying the said Roads over or under or by the Side of the said Railway, and the Land required for making the said Diversions of Roads is intended to be taken out of the Lands in the said Parish of *Woolverton* belonging to the said Trustees; be it therefore further enacted, That so much and such Part of such Turnpike Road and public Highway (not forming any Part of the Line of the said Railway) as shall be abandoned shall be and for ever afterwards continue annexed to the Lands in the said Parish of *Woolverton* belonging to the Trustees of the Will of the said *John Radcliffe*, without any Payment or Allowance being made by the said Trustees in respect thereof, the Expences of converting such Portions of the abandoned Roads into Grass

Diversions of
Roads in the
Parish of
Woolverton.

Land (which Expences shall be defrayed by the said Trustees) being considered as an Equivalent for the Value of such abandoned Roads.

Fences to be made on Woolverton Estate.

LXX. And be it further enacted, That the said Company are hereby authorized and required, at their own Expence, to plant new Quickset Hedges, and to keep them properly cleaned, and also to be guarded and protected with good and substantial Post and Rail Fences until they are a sufficient Fence on both Sides of the Line of the said Railway, through the Lands in the said Parish of *Woolverton* belonging to the Trustees of the Will of the said *John Radcliffe*, and on both Sides of the diverted Roads in the said Parish of *Woolverton* intended to be made as aforesaid, or against such Parts of the said Line of Railway and diverted Roads as the said Trustees, or their Solicitor or Agent, shall by Writing under their Hands or Hand require to be fenced, and all such Quickset Hedges shall be planted and guarded as aforesaid within Three Years from the passing of this Act; and in the meantime, and until such Quickset Hedges can be planted, the said Company shall and they are hereby required to protect the said Lands in the said Parish of *Woolverton* by a temporary Fence of Posts and Rails.

Sides of Embankment may be planted.

LXXI. And be it further enacted, That the Trustees for the Time being of the Will of the said *John Radcliffe* shall have full Power and Liberty, at their own Costs and Charges, to plant the Sides of the Embankment of the said Railway through the said Parish of *Woolverton* with Shrubs for the Purpose of Ornament, but so as not to interfere with or prejudice the said Railway and Works: Provided always, that such

Planting shall be done under the Direction of the principal Engineer of the said Railway for the Time being, in order to prevent any Injury being done by such Planting to the said Embankment or the said Railway.

LXXII. And be it further enacted, That the Trustees for the Time being of the Will of the said *John Radcliffe* shall occupy the Sides of the said Embankment of the said Railway through the said Parish of *Woolverton* as Tenants to the said Company, but shall not be liable to keep the same Embankment in repair; and in case such Planting or any Part thereof shall be done, then all the Shrubs so planted shall belong to the said Trustees, and the said Trustees shall in such Case occupy the Sides of the said Embankment for the Purposes of protecting and preserving such Plantations at their own Costs and Charges, and the said Trustees shall only pay to the said Company a nominal Rent for such Occupancy: Provided always, that no Cattle, Sheep, or Live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment; and that the said Trustees, or their Tenants or Agents, shall not by reason of such Occupancy do any Injury or Damage to the said Railway.

Occupation
of Sides of
Embankment
through
Woolverton
Estate.

LXXIII. And be it further enacted, That no Spoil Earth, Materials, or Buildings arising from or relating to the said Railway or any Works connected therewith shall be permanently left on any Part of the Lands in the said Parish of *Woolverton* belonging to the Trustees of the Will of the said *John Radcliffe*, or on any Part of the Land in the said Parish of *Haversham* which shall lie or be situate on the South Side of the

No Spoil
Earth to be
deposited on
Woolverton
Estate.

Line of the new Cut or Channel of the said River *Ouse* herein-before directed to be made ; and that all such Earth, Materials, and Buildings as may be deposited, laid, prepared, or built on any Part of the said Lands in the said Parish of *Woolverton*, or on any Part of the Land in the said Parish of *Haversham*, which shall be or be situate on the South Side of the Line of the said new Cut or Channel of the said River, during the Progress of the Works connected with the said Railway, shall be cleared away by the said Company within Six Months next after the Completion of the said Railway.

No Earth to be taken from *Woolverton*.

LXXIV. And be it further enacted, That no Earth or Soil of any Description whatsoever shall be dug for the Purposes of the said Railway, or for any Purposes connected therewith, on any Part of the Lands in the said Parish of *Woolverton*, (except on such Parts thereof as are included in the Line of the said Railway, and have been purchased by the said Company of the Trustees of the Will of the said *John Radcliffe*,) without the previous Consent of the said Trustees.

Slopes of Railway to be Property of *Mr. Thornton*, under certain Restrictions.

LXXV. And be it further enacted, That the Slopes of the Cuttings of the said Line of Railway, where the same is intended to pass through the Estate of the said *Thomas Reeve Thornton*, shall belong to and be the Property of the said *Thomas Reeve Thornton* ; but the said Company shall be at liberty to enter, and at their own Costs and Charges repair and maintain the same, whenever from Ground Slips or otherwise the Slopes shall become injurious to the Railway, and the Owner of the Land shall refuse or neglect to place them in a proper State ; and that the Embankments shall belong to the said Company ;

pany; and that no Trees, Shrubs, or Plants, or any Erections or other Things, shall be planted, erected, or set upon the said Slopes of the Cuttings which may cause or occasion any Damage or Prejudice to the said Railway and Works.

LXXVI. And be it further enacted, That the said Company shall at their own Expence separate the Lands intended to be purchased of the said *Thomas Reeve Thornton* for the said Railway by a good substantial Fence to be erected and set up at the Foot of the Slopes, and thenceforward maintain and keep the same constantly separated from the Lands adjoining with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, and shall make and maintain all necessary Gates and Stiles in all such Fences as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway).

Railway to be fenced off from Mr. Thornton's Land.

LXXVII. And be it further enacted, That the said Company shall at their own Expence erect and build and at all Times maintain and keep in repair a Bridge, with proper Approaches, for the Purpose of carrying a Road over the said Railway for the Use and Enjoyment of the Owners and Occupiers of the Estates of the said *Thomas Reeve Thornton*, as a private Road leading from the *Watling Street Road* to the Mansion House or Residence of the said *Thomas Reeve Thornton* at *Brockhall* aforesaid, at such Place as is laid down and specified in the Plan annexed to the Agreement, herein-after mentioned and referred to, entered into between the said *Thomas Reeve Thornton* and the said Company; and the Road over such Bridge shall be formed and at all Times continued of such Width

Bridge over Railway to be built by Company.

as to leave a clear and open Space of not less than Eighteen Feet between the Fences or Side Walls of such Road, and a good and sufficient Wall or Fence shall be made on each Side of such Bridge not less than Four Feet Six Inches in Height from the Surface of the Road, and shall be faced with Yellow Brick, with a Stone Coping, and shall be executed according to the Design or Drawing annexed to the aforesaid Plan, and that the Approaches shall be made and maintained by the said Company to the Satisfaction of the said *Thomas Reeve Thornton*; and the said Company shall also at their own Ex-
pence construct and for ever maintain an Iron Bridge over the public Road leading from *Brockhall* to the *Watling Street Road*, Eighteen Feet wide in the Span and Sixteen Feet high, and also an Archway over the Bridle and awarded Waggon Road between the *Watling Street Road* and *Muscott Mill*, Fifteen Feet wide and Sixteen Feet high; and the said Bridge and Archway respectively shall be constructed with proper Drains for carrying off the Water, and the Masonry of the said Bridge and Archway respectively shall be faced with Yellow Brick, and also executed according to the Design in the aforesaid Plan, and to the Satisfaction of the said *Thomas Reeve Thornton*.

No House to be erected, &c. on Land taken from Mr. Thornton.

LXXVIII. Provided also, and be it further enacted, That nothing in this Act or the said recited Act contained shall authorize or empower the said Company, their Agents or Workmen, to construct or make any House, Wharf, Warehouse, Toll House, Landing Place, Engine, or Building whatsoever, (except the said Railway, and also except such Bridges and Archway as herein-before mentioned, and also such other
Bridges,

Bridges, Tunnels, Viaducts, Culverts, and Passages as are required by the said Act of the Third and Fourth Year of the Reign of King *William* the Fourth to be constructed upon, through, or over the Line of the said Railway,) or to dig or get any Stone, Gravel, Earth, or Clay, or to make or burn any Bricks or Lime, on any Part of the Estates and Lands belonging to the said *Thomas Reeve Thornton*, or to lay, place, or deposit upon any Part of the said Estates and Lands of the said *Thomas Reeve Thornton* any Spoil Banks, Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, Sand, or any other Material or Things whatsoever; any thing in this Act or in the said recited Act contained to the contrary notwithstanding.

LXXIX. And be it further enacted, That nothing in this Act contained shall be deemed or construed to prejudice, annul, or render void an Agreement entered into between the said *Thomas Reeve Thornton* and the said Company, bearing Date the Twenty-ninth Day of *November* One thousand eight hundred and thirty-four, relative to the Purchase by the said Company of the said *Thomas Reeve Thornton* of the Lands required for the Purpose of the said Railway, nor the Terms and Conditions under which the same are thereby agreed to be sold by the said *Thomas Reeve Thornton* to the said Company.

Not to prejudice Agreement between Mr. Thornton and Company.

LXXX. And whereas the said Company have agreed to purchase from the principal Officers of His Majesty's Ordnance for the Purposes of this Act a Piece or Strip of Ground, situated in the Parish of *Weedon Beck* in the County of *Northampton*, containing Three Acres and Thirty Perches

Company to erect Fence and retaining Wall on Ordnance Land at Weedon.

Perches or thereabouts, bounded on the East Side by the Grand Junction Canal, on the opposite or West Side by other Land the Property of the said principal Officers, on the North partly by a House, Outhouse, Garden, and Appurtenances called the Bridge-house or Guard-house, also the Property of the said principal Officers, and not intended to be disposed of to the said Company, and partly by the High Road leading from *Holyhead* to *London*, and at the South partly by the Basin of the Ordnance Canal, which is to be crossed by the said Railway, and partly by a Road leading to *Lower Weedon*; and it hath been agreed between the said principal Officers and the said Company that the said Railway shall be carried in a direct Line from the last-mentioned Road along the West Side of the said Piece or Strip of Ground abutting upon the said other Ordnance Ground, unto the said High Road from *Holyhead* to *London*, subject to the Conditions and Stipulations herein-after mentioned; be it further enacted, That the said Company shall at their own Expence, immediately after the passing of this Act, erect a good and sufficient Pale Fence along the West Side of the said Piece or Strip of Ground, so as effectually to fence off the same from the adjoining Ordnance Land; and further, that when it shall be necessary for the said Company to make Excavations for the Purpose of carrying and completing the said intended Railway along the said Line the said Company shall at their own Expence erect and make a sufficient retaining Wall of Brickwork or Ashler Stone Masonry along the said Line of Railway, abutting upon the said other Ordnance Land, so as to preserve the Surface of the same Land in its existing Form or Profile; and shall also at the like Expence erect
and

and raise upon the said retaining Wall for the whole Length thereof a Brick Wall of not less than Eighteen Inches thick and Two Feet in Height above the Surface of the Ground, to be coped with cut Stone, and surmounted by a strong and ornamental Wrought or Cast Iron Palisade, Fence, or Iron Railing of the Height of not less than Four Feet and One Half above the said Stone Coping; and the said Company shall also at their own Expence erect and make a Brick Wall of the like Height, with the like cut Stone Coping and the like Iron Palisade or Iron Railing, along every other Side of the said Piece or Strip of Ground where the same abuts upon other Ordnance Land or Property, so as to form an effectual Boundary Fence thereto; all which said retaining Walls, Brick Walls, Palisade or Railing and Fences, shall for ever thereafter be kept in good and sufficient Repair by the said Company at their own Charge.

LXXXI. And be it further enacted, That in order to form a Line of Approach to and Communication with the said Bridge-house or Guard-house from the said other Ordnance Land, the said Company shall, at their own Costs and Charges, lengthen the contiguous Arch to be made under the said High Road from *Holyhead* to *London* so as to afford a sufficient Roadway of Eight Feet to pass over the said Railway, and shall also at the like Costs erect on each Side of the said Roadway and for ever thereafter keep in repair a substantial Brick Wall Two Feet in Height, and to be coped with Stone, and surmounted by a strong Iron Palisade Fence or Iron Railing, of the Description herein-before mentioned.

Communi-
cation on
Ordnance
Land at
Weedon.

LXXXII. And

Drawbridge
over Ord-
nance Canal
at Weedon.

LXXXII. And be it further enacted, That the said Company shall, at their own Costs and Charges, construct a Drawbridge in that Portion of the said Railway which is to pass over the said Basin of the Ordnance Canal, for the Purpose of affording a free Passage for the Boats and other Craft of the Ordnance Department into and out of the said Canal ; and shall and will at all Times thereafter, and at the like Costs and Charges, provide and maintain a proper Person to be always in attendance at the said Drawbridge, who shall without Delay open the same whenever he shall be so required by any Ordnance Officer, Boatman, or Servant, that the Boats and other Craft belonging to or hired by the Department may pass into and out of the said Canal.

Company to
clear out
Ordnance
Canal.

LXXXIII. And be it further enacted, That the said Company shall and will, at their own Costs and Charges, at all Times whensoever they shall be required so to do by the principal Officers of the Ordnance, or the Commanding Royal Engineer in the District for the Time being, clear out of the said Canal Basin (which is to continue the Property of the Crown) and remove the Deposit and Mud which may from Time to Time accumulate therein.

To preserve
Footpath to
Weedon
Church.

LXXXIV. And be it further enacted, That the said Company shall, at their own Costs and Charges, construct and fix and for ever thereafter keep in repair an Iron Gate in the said Railway where the same shall cross the Ordnance private Footpath which runs along the South Bank of the said Ordnance Canal, in order that the Way to *Weedon Church* by such private Road may always remain unobstructed ; which said Iron Gate shall be of the Width of not less than
Three

Three Feet and One Half, and of equal Height with the Boundary Walls and Palisades or Railings thereon to be made as aforesaid.

LXXXV. And be it further enacted, That the said Company shall, at their own Costs and Charges, upon being required so to do by the Commanding Royal Engineer in the District, remove the Crane which is now upon the Wharf near the said Ordnance Basin, and fix the same Crane in such Part of the contiguous Ordnance Storehouse Yard as the said Royal Engineer shall specify and direct for that Purpose.

To remove
Crane on
Ordnance
Wharf.

LXXXVI. And be it further enacted, That the said Company shall, at their own Costs and Charges, when required so to do by the said Royal Engineer, and in a proper and husbandlike Manner, and without doing any avoidable Injury to the Roots, Branches, or Bark, dig up all the Trees and Shrubs now growing upon the said Piece or Strip of Land agreed to be purchased by the said Company, and remove and transplant the same Trees and Shrubs into and upon the said other Land belonging to the said principal Officers, so as to form a Belt inside the Fence thereof lying between the said High Road from *Holyhead* to *London* and the Range of Buildings in the said Ordnance Land called the *Pavilion Range*.

To trans-
plant certain
Trees.

LXXXVII. And be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, or their Agents or Workmen, or any other Person or Persons whomsoever, to erect, build, or construct on the said Piece or Strip of Ground agreed to be purchased of the said principal Officers as aforesaid, any
House,

Not to erect
Buildings on
Ordnance
Land without
Consent.

House, Wharf, Toll House, Landing Place, Engine, or other Buildings whatsoever, (except the said Railway Fence, retaining and other Walls, Palisade or Railing, Way of Communication, and Gate, and other Things herein-before required to be done by the said Company for the Ordnance Department,) without the previous Consent in Writing of the principal Officers of the Ordnance for the Time being for such Purposes, or any of them; nor shall the said Company, or any other Person or Persons whomsoever, without such Consent as last aforesaid, construct on such Piece or Strip of Ground so agreed to be purchased by them, or any Part thereof, any Coke, Oven, Brick or Lime Kilns, nor carry on or permit or suffer to be carried on, in or upon the same Ground, any Manufactory or other Trade or Business (except the said Railway) which may be deemed a Nuisance by the principal Officers for the Time being, or any future Proprietors of the said other Ordnance Lands or Buildings in *Weedon* aforesaid.

Works to be under the Superintendence of Commanding Engineer of the District.

LXXXVIII. And be it further enacted, That all such Walls, Palisades, Railings, Ways of Communication, Repairs, and other Erections, Acts, and Things herein-before required to be made, constructed, or done by the said Company, and also the said Railway to be carried over the said Piece or Strip of Ground agreed to be purchased by them from the said principal Officers, shall from Time to Time be made, constructed, and done under the Superintendence and Control and to the Satisfaction of the Commanding Royal Engineer in the District as aforesaid.

LXXXIX. And

LXXXIX. And be it further enacted, That nothing in this Act contained shall in any Manner apply to or affect any Lands or Property of or belonging to the said principal Officers of the Ordnance in the said Parish of *Weedon*, other than and except the said Piece or Strip of Ground so agreed to be purchased from the said principal Officers by the said Company, and that only in such a Manner, and under such Restrictions, Conditions, and Stipulations, as are hereinbefore expressed and enacted of and concerning the same.

Powers of Act not to extend to other Land belonging to the Ordnance.

XC. And whereas by the said recited Act it is enacted, that the Distance between the inside Edges of the Rails of the said Railway shall not be less than Four Feet and Eight Inches, and the Distance between the outside Edges of the Rails of the said Railway shall not be more than Five Feet and One Inch: And whereas it is expedient that the said Provisions should be repealed; be it therefore enacted, That the said Provisions shall be and are hereby repealed.

Repeal of Provisions respecting Distance between inside Edges of Railway.

XCI. And be it further enacted, That the Distance between the inside Edges of the said Rails of the said Railway shall not be less than Four Feet Eight Inches.

Distance between inside Edges of Railway.

XCII. And whereas by the said recited Act it is enacted, that where any Bridge should be erected for carrying any Turnpike Road or public Carriage Road over the said Railway, the Road over such Bridge should be formed and should at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of

Repeal of Provisions as to Bridges carrying Roads over Railway.

of such Turnpike Road or public Carriage Road should not be more than One Foot in Thirty Feet, and with respect to any private Carriage Road, not more than One Foot in Thirteen Feet ; and a good and sufficient Fence should be made on each Side of every such Bridge, which Fence should not be less than Four Feet above the Surface of such Bridge : And whereas it is expedient that such Provisions should be altered and amended ; be it therefore enacted, That the said recited Provisions shall be and the same are hereby repealed.

Width of
Bridges,
carrying
Roads over
Railway.

XCIII. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, Highway, or Occupation Road over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Parapet Walls or Fences of such Road of not less than Fifteen Feet ; and the Ascent of every such Bridge for the Purpose of any such Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any such Highway not more than One Foot in Twenty Feet, and for the Purpose of any such Occupation Road not more than One Foot in Thirteen Feet ; and a good and sufficient Parapet Wall or Fence shall be made on each Side of every such Bridge, which Parapet Wall or Fence shall not be less than Four Feet above the Surface of such Bridge.

Plan of
Bridges, &c.
previous to
Commence-
ment, to be
submitted for

XCIV. Provided always, and be it further enacted, That where it may be necessary to erect or construct any Bridge, Tunnel, or Viaduct for the Purpose of carrying any Part of the Railway from *London* to *Birmingham* over

or

or under the Turnpike Road called the *London and Holyhead Road*, Plans and Specifications of every such Bridge, Tunnel, or Viaduct, and of the Approaches thereto respectively, shall be submitted to the Commissioners for the Time being acting under the Authority of an Act passed in the Third and Fourth Year of the Reign of His present Majesty, intituled *An Act for transferring to the Commissioners of His Majesty's Woods and Forests the several Powers now vested in the Holyhead Road Commissioners, and for discharging the last-mentioned Commissioners from the future Repairs and Maintenance of the Roads, Harbours, and Bridges now under their Care and Management*, for the Approval of the said Commissioners, previously to the Commencement of the Erection or Construction of any such Bridge, Tunnel, or Viaduct, or of the Approaches thereto respectively; and that the Width and Height of every such Bridge, Tunnel, or Viaduct, and the Mode of Construction thereof, and of the Approaches thereto respectively, 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 with regard thereto, then by some Third Person to be appointed by them, whose Decision on the Matters referred to him shall be final and conclusive.

Approval to Commissioners under 3 & 4 W. 4. c. 43.

XCV. And be it further enacted, That in every Case in which the Owner of any Lands, or any Corporation or other Person by this or the said recited Act capacitated to convey, shall in their Arrangements with the said Company have received or agreed to receive Compensation for or on account of Occupation Bridges, or

Y

Bridges

Compensation in lieu of Occupation Bridges.

Bridges proposed to be erected for the Purpose of facilitating the Passage to and from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners or those claiming under them to pass, and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of their Lands so severed and divided otherwise than by a Bridge or Bridges to be erected at the Charge of such Owners.

Provision in recited Act as to certain Rights of Owners or Occupiers of Lands adjoining Railway repealed.

XCVI. And whereas by the said recited Act it is enacted, that nothing in the said Act contained should extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down either upon their own Lands, or upon the Lands of other Persons with the Consent of such Persons, any Collateral Branches from their respective Lands to communicate with the said Railway for the Purpose of passing with Horses and Carriages in, upon, or across such Railway ; and that the said Company should be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as might be most convenient for that Purpose, and as might the least interfere with the Passage of the said Railway ; and that the said Company should not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid : And whereas it is expedient that the said Provision should be altered and amended ; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

XCVII. And

XCVII. And be it further enacted, That nothing in the said Act or this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons with the Consent of such Persons, any Collateral Branches from their respective Lands to communicate with the said Railway, for the Purpose of bringing Carriages upon or across such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway for the Purpose of

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway in convenient Places.

such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban* or the City of *Coventry*, within their respective Jurisdictions, whose Determination shall be binding, and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Repealing Provisions of former Act as to General Meetings.

XCVIII. And be it further enacted, That so much of the said recited Act as requires that all Half-yearly General Meetings of the said Company shall be held alternately in *London* and *Birmingham* shall, as to the Half-yearly General Meeting to be held next after the passing of this Act, be and the same is hereby repealed.

Next Half-yearly Meeting to be held at Birmingham.

XCIX. And be it further enacted, That the Half-yearly General Meeting of the said Company to be held pursuant to the Provisions of the said recited Act, which shall happen next after the passing of this Act, shall be held at *Birmingham*, and the next following Half-yearly General Meeting shall be held in *London*, and all future Half-yearly Meetings shall be held alternately at *Birmingham* and *London*.

Certain Provisions in former Act as to Election of Directors repealed.

C. And whereas at the First General Meeting held pursuant to the said recited Provisions Twenty-four Directors of the said Company were duly elected, and such Directors continued in Office until the Half-yearly General Meeting of the said Company which was held in the Month of *August* One thousand eight hundred and thirty-four, when Six of such Directors went out of Office, and Six Directors were duly elected in

in their Places, and the remaining Directors so primarily elected as aforesaid and the said Six new Directors have since continued and now continue in Office: And whereas it is expedient that the Provisions of the said recited Act relating to the Duration in Office of the Directors already elected, and relating to the future Election of Directors, should be altered and amended; be it therefore enacted, That so much of the said recited Act as relates to the Duration in Office of the Directors already elected and now continuing in Office by virtue of the Powers contained in the said recited Act, and as relates to the future Election of Directors, and as relates to the Place of Residence required as a Qualification for the Office of such Directors, shall be and the same are hereby repealed.

CI. And be it further enacted, That the Directors so already elected and now continuing in Office as aforesaid, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors of the said Company until the Half-yearly General Meeting of the said Company which shall be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-six, and until others shall be elected in their Stead in pursuance of this Act.

Present
Directors to
continue in
Office until
the Meeting.

CII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-six One Third of the Directors so primarily elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors and

Election of
future Direc-
tors.

respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, but without Restriction as to their Place of Residence, shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-seven One Half of the remaining Directors so primarily elected as aforesaid, to be determined as aforesaid, shall go out of Office and cease to be Directors of the said Company, and their Places shall be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year One Fourth of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

In case a sufficient Number of Proprietors donot attend, Meeting to stand adjourned.

CIII. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Forty Persons present who shall in the whole be entitled to vote in respect of at least Two thousand Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time, and if such sufficient

Number of Proprietors shall not then attend thereat, such Meeting shall stand adjourned to the following Day; and in case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act, and have the same Powers as they had and were possessed of, until new Directors shall be appointed at the General Meeting which shall be held in the Month of *February* of the following Year.

CIV. And be it further enacted, That so much of the said Act as requires that there shall be Eight Directors at the least present in order to constitute a Meeting of Directors shall be and the same is hereby repealed.

As to Meetings of Directors.

CV. And be it further enacted, That the Directors of the said Company shall have Authority to meet and adjourn from Time to Time and from Place to Place, as well in *London* and *Birmingham* as in such other Places intermediate between *London* and *Birmingham*, and not being distant from the said Line of Railway more than Ten Miles, as they shall think proper; and there shall be Six Directors at the least present in order to constitute a Meeting of Directors, and that Six Directors shall be competent to act at any Meeting of Directors.

When and where Meetings of Directors shall be held;

Six of whom shall constitute a Meeting.

CVI. And whereas by the said recited Act it is enacted, that One hundred or more Proprietors of the said Company, holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, may require the Directors of the said Company to call a Special General Meeting of the said Company, as therein-mentioned and provided: And whereas it is expedient that a

Number of Proprietors who may require a Special General Meeting.

smaller Number of Proprietors than One hundred, holding in the Aggregate not less than Two thousand Shares in the said Undertaking, should be empowered to require the said Directors to call Special General Meetings of the said Company; be it therefore enacted, That Fifty or more Proprietors of the said Company, holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, may at any Time require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, subject nevertheless to all other the Provisions in the said recited Act contained with respect to the calling of such Special General Meetings of Proprietors.

Repeal of
Provision as
to Residence
of Members
of Com-
mittees.

CVII. And whereas it is expedient to repeal so much of the said recited Act as relates to the Place of Residence therein required as a Qualification for Members of the *London* Committee and *Birmingham* Committee in the said Act mentioned, and also to alter and amend so much of the said Act as relates to the Time of choosing such Committees respectively; be it therefore enacted, That so much of the said recited Act as requires that of the *London* Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of *London*, and that of the *Birmingham* Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of *Birmingham*, and as requires that the Choice of such *London* Committee and *Birmingham* Committee shall take place at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year, shall be and the same is hereby repealed.

CVIII. And

CVIII. And be it further enacted, That from and after the passing of this Act the Choice of such *London* and *Birmingham* Committees respectively shall be made at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of *February* in each Year, and that the Members of such Committees respectively may be chosen without Restriction as to their Places of Residence.

When Choice of Committees shall be made.

CIX. And whereas by the said recited Act it is enacted, that whenever several Persons should be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name should stand first in the Book of the said Company as Proprietor of such Share should, for the Purposes of the said Act, be deemed the Proprietor of such Share, and all such Proprietors should be entitled to give their Votes in respect thereof by the Person whose Name should so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote should, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share ; and all Notices by the said Act directed to be given to the Proprietors of Shares in the said Undertaking should and might, for or in respect of any such Share so jointly held, be given to the Person whose Name should so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette* as therein mentioned (as the Case might require) ; and such Notice to such Person should be deemed sufficient Notice to all the Proprietors
of

Repeal of Provision as to joint Proprietors of Shares.

of such Share for all the Purposes for which such Notice is intended to be given : And whereas it is expedient that the said recited Provision should be altered and amended ; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Votes of
joint Pro-
prieters.

CX. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at every General or Special Meeting of the said Company, be deemed the Proprietor of such Share ; and all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietors of such Share ; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, as in the said recited Act mentioned (as the Case may require) ; and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

CXI. And

CXI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Fourteen Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books, but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting : Provided always, that Fourteen Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *London* and *Birmingham*.

Power to close Transfer Books at certain Periods.

CXII. And whereas the said Company will incur a great additional Expence in extending the said Line of Railway from the Termination thereof at the *Hampstead Road* aforesaid to the Termination at *Euston Grove* aforesaid ; be it therefore further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers conveyed in Carriages upon the said Extension of the said Line of Railway from the *Hampstead Road* aforesaid to the Limitation thereof at *Euston Grove* aforesaid, a Toll or Rate not exceeding One Shilling for every Person so conveyed.

Additional Toll for extending Line.

CXIII. And be it further enacted, That it shall not be lawful for the said Company to receive at their intended Station in *Euston Grove*,

Company not to receive Goods at Euston Grove Station.

Grove, for the Purpose of Transport, or to deliver out therefrom, any Merchandise, Cattle, or Goods of any Description, save and except Passengers Luggage and small Parcels.

Letting of Tolls to be approved of by a General Meeting.

CXIV. And be it further enacted, That no Agreement by the Company for the letting of the Rates or Tolls by this or the said recited Act made payable, or any Part thereof, shall be valid or effectual, unless and until the same shall have been approved of by a General or a Special General Meeting of the said Company.

Proprietors to raise an additional Sum of Money, if necessary, by Mortgage.

CXV. And whereas by the said recited Act it is enacted, that in case the Money thereby authorized to be raised should be found insufficient for the Purposes of the said Act it should be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Eight hundred and thirty-five thousand Pounds, on the Credit of the said Undertaking, in manner in the said Act mentioned: And whereas it is expedient to extend and enlarge the said Power of borrowing Money on Mortgage, so as to enable the said Company to raise by Mortgage the Sum of One million Pounds instead of the Sum of Eight hundred and thirty-five thousand Pounds; be it therefore enacted, That in case the Money hereby and by the said recited Act authorized to be raised by Subscription, as herein and in the said recited Act mentioned, shall be found insufficient for the Purposes of this and the said recited Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General

General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of One million Pounds, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this or the said recited Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk of the said Company to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this and the said recited Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

- ‘ *London and Birmingham Railway Company.* Form of
 ‘ Number Mortgage.
 ‘ **BY** virtue of an Act passed in the Third
 ‘ Year of the Reign of His Majesty King
 ‘ *William the Fourth, intituled An Act for mak-*
 ‘ *ing*

‘ *ing a Railway from* London to Birmingham, and
 ‘ of an Act passed in the Year of the Reign
 ‘ of His said Majesty [*here set forth the Title*
 ‘ *of this Act*], we, the *London and Birmingham*
 ‘ *Railway Company*, incorporated by and under
 ‘ the said first-mentioned Act, in consideration
 ‘ of the Sum of to us in Hand paid by
 ‘ *A.B.* of do assign unto the said *A.B.*,
 ‘ his Executors, Administrators, and Assigns,
 ‘ the said Undertaking, and all and singular the
 ‘ Rates, Tolls, and Sums of Money arising by
 ‘ virtue of the said Act, and all the Estate, Right,
 ‘ Title, and Interest of the said Company in and
 ‘ to the same, to hold unto the said *A.B.*, his
 ‘ Executors, Administrators, and Assigns, until
 ‘ the said Sum of together with Interest
 ‘ for the same after the Rate of for
 ‘ every One hundred Pounds for a Year, shall
 ‘ be fully paid and satisfied. Given under our
 ‘ Common Seal this Day of
 ‘ in the Year of our Lord .’

And the respective Parties to whom such Mort-
 gages or Assignments shall be made shall be en-
 titled one with the other to their respective
 Proportions of the said Rates, Tolls, and Sums,
 and Premises, according to the respective Sums
 in such Mortgages or Assignments mentioned
 to be advanced, without any Preference by reason
 of Priority of the Date of any such Order of
 Meeting, or Priority in Date of such Mortgage
 or Assignment, or on any other Account what-
 soever; and an Entry or Memorial of such
 respective Mortgages or Assignments, containing
 the Numbers and Dates thereof, and the Names
 of the Parties, with their proper Additions, to
 whom the same shall have been made, and of the
 Sums borrowed, together with the Rate of
 Interest to be paid thereon respectively, shall,
 within

within Fourteen Days after the Date thereof, be entered in some Book to be kept by the Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward ; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person or Persons ; and every Transfer thereof may be in the Words or to the Effect following ; (that is to say,)

‘ I <i>A.B.</i> of ‘ the Sum of ‘ ‘ <i>C. D.</i> , his Executors, Administrators, and ‘ Assigns, a certain Mortgage, Number ‘ made by the <i>London and Birmingham</i> Rail- ‘ way Company to ‘ Day of ‘ Sum of ‘ Right, Estate, and Interest in and to the ‘ Money thereby secured, and in and to the ‘ Rates, Tolls, Sums of Money, and Property ‘ thereby assigned. Dated this ‘ of	in consideration of paid by <i>C.D.</i> of do hereby transfer to the said bearing Date the for securing the and Interest, and all my and to the and to the Day in the Year of our Lord	Form of Transfer of Mortgage.
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And every such Transfer shall, within Twenty Days after the Date thereof if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be

be paid the Sum of Two Shillings and Sixpence ; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon ; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

Power to
increase
Capital
Stock.

CXVI. And be it further enacted, That in case the said Company at any Special Meeting to be called as in the said recited Act is directed, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by such Ways and Means and upon such Terms as at such Meeting or Meetings shall be thought expedient, to augment the Capital Stock of the said Company provided and authorized to be raised by the said recited Act by any further Sum or Sums of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of One million Pounds by this Act authorized to be raised as aforesaid ; and all such further and additional
Capital

Capital Stock, not exceeding such additional or further Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects, and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock, and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities contained in the said recited Act in relation to the Calls for the Capital Stock of the said Company by the said recited Act authorized to be raised, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

CXVII. And be it further enacted, That after Payment or Satisfaction of all the Monies due from the said Company upon or by virtue of any Mortgage made by them under the Powers of this Act or of the said recited Act, all the Estate, Property, Premises, Rights, and Interests by such Mortgage vested in the Mortgagee, his Successors, Heirs, Executors, Administrators, or Assigns, shall, without any Transfer or Conveyance,

Property to
revert to the
Company
after Pay-
ment of
Mortgage
Debts.

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ance,

ance, or any other Act or Deed, immediately revert to and revest in the said Company.

Power to
hire Offices
on Lease.

CXVIII. And be it further enacted, That the said Company may and are hereby authorized (if they shall think fit) to hire or take any Buildings or Lands for the Purpose of making Offices at a Distance from the said Railway, on Building Leases, or as Tenants for a Term of Years, or from Year to Year, and for that Purpose to enter into and execute all such Agreements, Deeds, Covenants, and Instruments as may be necessary, which shall be binding upon the said Company and their Successors.

Extending
the Com-
pany's Pow-
ers of car-
rying Goods
and Passen-
gers.

CXIX. And whereas in the said recited Act it was enacted, that (subject to the Limitations and Directions therein contained) it should be lawful for the said Company to provide or hire and use locomotive Engines or other Power for drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway: And whereas it is expedient that such Powers should be extended and enlarged; be it therefore enacted, That it shall be lawful for the said Company to provide or hire, use and employ, locomotive Engines or other Power, Coaches, Waggon, and other Carriages, and with such locomotive Engines or other Power, Coaches, Waggon, and Carriages, or any other Coaches, Waggon, and Carriages, to carry and convey, as well upon and along the said Railway as upon and along any other Railway or Railways, all such Articles, Matters, or Things, Persons, Cattle, or Animals, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage or Conveyance, not exceeding the Amount specified in

in the said recited Act, as they may determine on; and the said Company shall and may have and exercise all the same Rights and Remedies for Recovery as well of the Charges by the said recited Act as of the Charges by this Act authorized to be taken for such Carriage or Conveyance as are given to them by the said recited Act in reference to the Rates and Tolls thereby made payable; or the said Company may, at their Option, sue for and recover such Charges or any Part thereof in any Court of Law or Equity: Provided always, that the Provisions aforesaid shall not extend to take away or interfere with the Rights of the Proprietors of any other Railway upon which the said *London and Birmingham* Railway Company may carry by virtue thereof.

CXX. And whereas by the said recited Act it is enacted, that the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them should seem expedient for the Purposes in the said recited Act mentioned; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published and painted on Boards, should be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls should be collected or paid under the Authority of the said Act, and should from Time to Time be renewed as often as the same or any Part thereof should be obliterated or destroyed: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore

So much of recited Act as requires that Bye Laws, &c. should be painted on Boards, &c. repealed.

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enacted,

enacted, That so much of the said recited Act as requires that the Bye Laws, Orders, and Rules therein mentioned should be painted on Boards, and hung up and affixed as therein mentioned, shall be and the same is hereby repealed.

Such Portion
of Bye Laws
as shall be of
a public
Nature to be
painted on
Boards, &c.

CXXI. And be it further enacted, That the Bye Laws, Orders, and Rules of the said Company made or hereafter to be made by virtue of this or the said recited Act, being reduced into Writing under the Common Seal of the said Company, and printed and published, shall, as to such and to so much of the said Bye Laws, Orders, and Rules as shall be of a public Nature, and shall relate to or affect other Persons than the Officers and Servants of the said Company, be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this or the said recited Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed ; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same ; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this or the said recited Act contained ; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner in the said recited Act mentioned.

CXXII. And

CXXII. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Twenty Pounds, to be recovered and levied in the same Manner as other Penalties are by the said recited Act directed to be recovered and levied: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Packages containing Goods of a dangerous Quality to be marked.

CXXIII. And whereas it is expedient for the further Security of Property and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, the Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said *London and Birmingham* Railway Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses,

Punishment of Persons in the Service of the Company for Drunkenness.

or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Forty Shillings nor less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by the said recited Act are directed to be recovered and applied.

Penalty on obstructing Persons employed in the Construction of the Railway.

CXXIV. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Forty Shillings for every such Offence.

Prohibiting Cattle coming on the Railway.

CXXV. And be it further enacted, That it shall be lawful for the said Company to remove any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beasts, that may be found upon the said Railway or Works, or any Part thereof, (except Horses or other Beasts of Burden the *bonâ fide* Property of the Owners or Occupiers of the adjoining Lands, actually ridden or driven directly across the said Railway, and except in Cases where Agreements to the contrary shall have been made with the Owners or Occupiers of the adjoining Lands,) and the Owner of any such Horse, Mule, or Ass, Cow,

or other Cattle, Sheep, Swine, or other Beast, found upon the said Railway, shall forfeit and pay a Sum not exceeding Forty Shillings for every Offence.

CXXVI. And be it further enacted, That the several Rules and Regulations contained in a certain Act passed in the Fourteenth Year of the Reign of His late Majesty King *George the Third*, intituled *An Act for the further and better Regulation of Buildings and Party Walls, and for the more effectually preventing Mischief by Fire, within the Cities of London and Westminster and the Liberties thereof, and other the Parishes, Precincts, and Places within the Weekly Bills of Mortality, the Parishes of Saint Mary-le-bone, Paddington, Saint Pancras, and Saint Luke's at Chelsea in the County of Middlesex, and for indemnifying, under certain Conditions, Builders and other Persons against the Penalties to which they are or may be liable for erecting Buildings within the Limits aforesaid contrary to Law*, shall not extend nor be construed to extend to any Buildings of the said Company erected or to be erected within or in connexion with the Works of the said Railway by virtue of the said recited Act or of this Act.

Regulation of 14 G. 3. c. 78. not to extend to Buildings erected by the London and Birmingham Railway Company.

CXXVII. And whereas by the said recited Act certain Powers are given or expressed to be given to the Justices of the City of *Coventry*, and the Clerk of the Peace of the City of *Coventry* is therein referred to for certain Purposes : And whereas Doubts have arisen whether the Jurisdiction intended to be given to such Justices, and the other Purposes intended to be effected with respect to the City of *Coventry* are sufficiently expressed ; be it therefore enacted,

City of Coventry.

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That

That in every Case in which in the said recited Act the Words “City of *Coventry*” occur the Powers intended to be given shall be as large, and the Effect be in all respects the same, as if the Words had been “City and County of the City of *Coventry*.”

Authorizing Clerks of the Peace to charge for Copies of Plans.

CXXVIII. And be it further enacted, That it shall and may be lawful for the Clerks of the Peace for the several Counties and Places in whose Custody the Map or Plan of the said Railway is deposited, as by the said recited Act and this Act is mentioned, to charge at the Rate of not more than One Halfpenny for each and every Chain measured on the Line of the said Railway as laid down on the said Map or Plan, and contained in any Copy or Extract of the said Map or Plan made by any such Clerk, or otherwise, at the Option of the said Clerks, the Sum of Ten Shillings and Sixpence for any Copy or Extract made by any other Person or Persons.

Mortgagee, Lessee, and Secretary may be Wit-

CXXIX. And be it further enacted, That no Person shall be deemed incompetent to give Evidence, or be disqualified from giving Testimony or Evidence, in any Action, Suit, Prosecution, or other legal Proceedings to be brought or had in any Court of Law or Equity, or before any Justice of the Peace, under or by virtue of this or the said recited Act, by reason of being a Mortgagee of the Tolls, or Creditor of the said Company, Farmer, Lessee, or Collector of such Tolls, Secretary, Clerk, Engineer, or other Officer or Servant of the said Company, nor shall such Testimony or Evidence for any of the Reasons aforesaid be rejected or liable to be questioned or set aside.

CXXX. And

CXXX. And be it further enacted, That the Time by the said recited Act limited for the taking or using of Lands for the Purpose of the said Undertaking shall be and is hereby extended and enlarged for the further Term of One Year, to be computed from the Expiration of the Time in such Act mentioned, and the Time allowed for the completing of the said Railway shall be extended and enlarged Three Years.

Time enlarged for taking Lands.

CXXXI. And be it further enacted, That the said Company shall and they are hereby required to sell and dispose of, within Ten Years from the Expiration of the Time by the said recited Act allowed for the Completion of the said Railway, all such Lands as shall have been purchased by the said Company, and shall not be required for the Purposes of this or the said recited Act: Provided always, that nothing herein contained shall extend to any of the Lands purchased by the said Company at or near their Stations in the Parish of *Saint Pancras* in the County of *Middlesex*, and in or near the Towns of *Birmingham* and *Coventry*.

Company to sell superfluous Lands within a limited Time.

CXXXII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received, by virtue of the said recited Act or this Act, in preference to any other Payment whatever.

Expences of the Act how to be defrayed.

CXXXIII. And

Saving the
Rights of the
Commission-
ers of Sewers
for Holborn
and Finsbury
Divisions,&c.

CXXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Limits of *Holborn* and *Finsbury* Divisions, the Parish of *Saint Leonard Shoreditch*, and the Liberty of *Norton Falgate* in the County of *Middlesex*, and the Borders and Confines of the same; but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Public Act.

CXXXIV. And be it further enacted, That this Act shall be deemed and taken to be a public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The

The SCHEDULE to which the foregoing Act refers.

COUNTY OF MIDDLESEX.

Owners or reputed Owners.	Leasecs.	Occupiers.	Description of Property.
PARISH OF ST. PANCRAS.			
Lord Southampton -	Joseph Baker -	Joseph Baker - -	Garden Ground.
Ditto - -	Ditto - -	Ditto and William Crewe.	Ditto and Two Cottages.
Ditto - -	- - -	In hand - -	Ground laid out as a Road.
Ditto - -	William Crutchley	William Crutchley -	Building Ground.
Ditto - -	Francis Philip Holsworth.	F. P. Holsworth -	House and Garden.
PARK STREET.			
Lord Southampton -	William Drew and Thomas Young.	Thomas Young - -	House and Shop.
Ditto - -	Robert Mackie -	Sarah Whiley -	House and Garden.
Ditto - -	James Kirkpatrick	James Kirkpatrick -	Ditto.
Ditto - -	Joseph Johnson -	Henry Birch - -	Ditto.
Ditto - -	Thomas Jones -	Henry Robert Crozier.	Ditto.
Ditto - -	John Neill - -	William Shield -	Ditto.
Ditto - -	Charles James Jenkins.	Mrs. Elizabeth Mears	Ditto.
Ditto - -	Ditto - -	Charles James Jenkins.	Ditto.
Ditto - -	Ditto - -	Unoccupied - -	Ditto.
STANHOPE STREET.			
Lord Southampton -	George Dickinson	Misses Daniels -	House and Garden.
Ditto - -	James Skinner -	James Skinner - -	Building Ground.
Ditto - -	Ditto - -	Unoccupied - -	Unfinished House.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	In hand - -	- - -	Ground laid out as a new Street.
Ditto - -	Ditto - -	- - -	Building Ground.
Ditto - -	George Arundale -	George Arundale -	Garden Ground.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
STANHOPE TERRACE.			
Lord Southampton -	The Trustees of Mr. and Mrs. Ancrum.	Unoccupied - -	House and Garden.
Ditto - -	John Blacklock -	Benjamin West -	House and Garden.
Ditto - -	George Arundale -	Unoccupied - -	Ditto.
Ditto - -	Ditto - -	George Arundale -	Ditto.
Ditto - -	Thomas Courtney Lancefield.	Thomas Griffin -	Building Ground.
Ditto - -	Ditto - -	Ditto - -	Garden Ground.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto and Thomas Griffin.	Thomas King Walcot	Ditto.
Ditto - -	Ditto - -	Michael Stickling -	Ditto.
Ditto - -	Ditto - -	James Jones - -	Ditto.
Ditto - -	- - - -	In hand - - - -	Roadway.
Ditto - -	T. C. Lancefield -	Edward Barwell -	Garden Ground.
Ditto - -	Ditto - -	Henry Shayler and William Maycock.	Ditto.
Ditto - -	Ditto - -	Henry Shayler -	Ditto.
Ditto - -	Ditto - -	Charles Wilkinson -	Ditto.
Ditto - -	Ditto and Henry Shayler.	William Cooks -	Ditto.
Ditto - -	Ditto - -	Stephen Joshua -	Ditto.
Ditto - -	T. C. Lancefield -	Henry Shayler -	Vacant Ground.
Ditto - -	- - - -	In hand - - - -	Ground laid out as a new Street to be called Crescent Place.
Ditto - -	Thomas Lindfield -	Thomas Lindfield -	Garden Ground.
Ditto - -	Ditto - -	Benjamin Jones -	Ditto.
Ditto - -	Ditto - -	Thomas Lindfield -	Ditto.
Ditto - -	Ditto - -	John Copeland - -	Ditto.
Ditto - -	Ditto - -	Thomas Branch - -	Ditto and Cottage.
Ditto - -	Ditto - -	John Mackey - - -	Ditto.
Ditto - -	Ditto - -	Samuel Claxton - -	Garden Ground.
Ditto - -	Ditto and Samuel Claxton.	Richard Simmonds -	Ditto.
Ditto - -	Ditto and John Wise.	Benjamin Pittam -	Ditto and Cottage.
Ditto - -	Ditto - -	Joseph Wilson - -	Ditto.
Ditto - -	Thomas Lindfield -	Unoccupied - - -	Ditto.
Ditto - -	Ditto - -	Robert Goddard -	Ditto.
Ditto - -	Ditto - -	Samuel Sawkins -	Ditto.
Ditto - -	Thomas Lindfield and William Kemp.	James Farnan - - -	Cottage and Garden.
Ditto - -	- - - -	- - - - - - - -	Roadway.
Ditto - -	Thomas Lindfield	William Handford -	Garden Ground.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Southampton	Thomas Lindfield -	John May - -	Garden Ground.
Ditto - -	Ditto - -	Gabriel Sheppard -	Ditto.
Ditto - -	- - -	In hand - -	Ground laid out as a new Street, to be called Stanhope Place.
Ditto - -	Thomas Lindfield -	John Harrison -	Garden Ground.
Ditto - -	Ditto and William Kemp.	Noah Ward - -	Ditto.
Ditto - -	Thomas Lindfield -	James Head - -	Ditto.
Ditto - -	Ditto and James Head.	Daniel Dale - -	Ditto and Cottage.
Ditto - -	Thomas Lindfield -	James Matthews -	Garden Ground.
Ditto - -	- - -	- - -	Roadway.
Ditto - -	Thomas Lindfield and Joseph Hart.	Hugh Driscoll -	Cottage and Garden.
Ditto - -	Thomas Lindfield -	James Bunyan -	Ditto.
Ditto - -	Ditto and James Bunyan - -	Thomas Hazell -	Cottage.
Ditto - -	Ditto - -	Unoccupied - -	Ditto.
Ditto - -	Thomas Lindfield -	William Kemp - -	Ditto and Garden.
Ditto - -	Ditto - -	John Harrison - -	Cottage.
Ditto - -	Ditto - -	Messrs. Hopgood and Serle.	Garden Ground.
Ditto - -	Ditto - -	William Kemp - -	Ditto and Shed.
Ditto - -	Ditto - -	Thomas Lindfield -	Garden Ground.
Ditto - -	Ditto and William Kemp.	Francis Ward - -	Ditto and Cottage.
Ditto - -	Thomas Lindfield -	Joseph Boothby -	Garden Ground.
Ditto - -	Ditto - -	John Dawson - -	Ditto and Cottage.
Ditto - -	Ditto - -	Thomas Hughes -	Garden Ground.
Ditto - -	Thomas Streek -	Unoccupied - -	Ditto and Shed.
Ditto - -	Ditto - -	William King - -	Cottage.
Ditto - -	Walter Cosser -	William Jones - -	Garden Ground.
GRANBY STREET.			
Lord Southampton	Thomas Streek -	Unoccupied - -	House and Garden.
Ditto - -	Jane Butcher -	George Roddis -	Ditto.
Ditto - -	Henry Wilkins -	Henry Wilkins -	Ditto.
Ditto - -	Joseph Oulds and Joseph Thurgood.	Charles Campion -	Ditto.
Ditto - -	George Baker -	Edward Joyce - -	House and Garden.
Ditto - -	The Devises under the Will of Thomas Pickett Spackman.	James Tomlin - -	Shop and Yard.
Ditto - -	Mrs. Eliza Reeve	Henry Charles Keates	Ditto.
Ditto - -	The Devises of T. P. Spackman and Stephen Carter.	Stephen Carter -	Public House.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Southampton -	The Devises of T. P. Spackman.	William Howden -	Shop and Yard.
Ditto - -	George Bishop and Sarah Mills.	Sarah Mills - -	Ditto.
Ditto - -	George Coffin -	George Coffin - -	House and Yard.
Ditto - -	The Devises of T. P. Spackman.	John Spencer - -	Stable and Coach-house.
Ditto - -	Ditto - -	Edwin Lambert - -	Ditto.
Ditto - -	Ditto - -	William Clarke - -	Ditto.
Ditto - -	John Lasence -	John Lasence - -	Ditto.
MORNINGTON PLACE.			
Lord Southampton -	Robert Taylor and his Mortgagees and Annuitants.	James Tomes -	House and Garden.
Ditto - -	Walter Cossar and William Jones.	William Jones - -	Ditto.
Ditto - -	Walter Cossar -	Ditto - -	School-room and Play Ground.
Ditto - -	John Lasence -	John Lasence - -	House and Garden.
Ditto - -	Ditto - -	Frederick Bacon -	Ditto.
Ditto - -	Ditto and George Smith, Administrators of Chas. Smith and the Executors of John Bennett.	Mrs. Latimer -	House and Garden.
Ditto - -	John Lasence, Geo. Smith, Administrator of Charles Smith, and the Executors of John Bennett.	C. P. Zegrietti.	Ditto.
Ditto - -	John Lasence and the Reverend George Pocock.	James Roberts - -	Ditto.
Ditto - -	John Lasence and John Shepherd.	John Shepherd -	Ditto.
Ditto - -	John Lasence and Reverend George Pocock.	John Pollard -	Ditto.
Ditto - -	George Roddis -	George Roddis - -	Ditto.
Ditto - -	- - -	In hand - -	Building Ground.
Ditto - -	Thomas Cubitt -	Thomas Cubitt - -	Ditto.
Ditto - -	- - -	In hand - -	Ground laid out for a Street to be called Euston Grove.
Ditto - -	Thomas Cubitt -	Thomas Cubitt -	Building Ground.
Ditto - -	- - -	In hand - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Southampton	- - -	In hand - -	Building Ground.
Ditto - - -	- - -	Ditto - -	Ditto.
Ditto - - -	Thomas Cubitt -	Thomas Cubitt -	Ditto.
Ditto - - -	Ditto - -	Ditto - -	Ditto.
WHITTLEBURY STREET.			
Lord Southampton	George Merton and Daniel Crane.	David Thomas -	House and Yard.
Ditto - - -	Ditto - - -	Henry Nicholls -	Ditto.
Ditto - - -	Ditto - - -	William Best -	Ditto.
Ditto - - -	George Merton -	Richard Smith -	Ditto.
Ditto - - -	George Merton -	James Shields -	Ditto.
Ditto - - -	Ditto - - -	Robert Davis -	Ditto.
Ditto - - -	The Executors of Richard Outen.	Unoccupied -	Ditto.
Ditto - - -	Ditto and Daniel Crane.	Mrs. Taylor -	Ditto.
Ditto - - -	Ditto - - -	Henry Pinfield -	Ditto.
Ditto - - -	Richard Moore -	Unoccupied -	Ditto.
Ditto - - -	Ditto and Daniel Crane.	Daniel Crane -	Ditto.
Ditto - - -	Ditto and William Rogers.	William Saunders -	Ditto.
Ditto - - -	Richard Moore -	John Stewart -	Ditto.
Ditto - - -	Ditto - - -	William Hill -	Ditto.
Ditto - - -	George Merton and Henry Aberry Fanner.	Henry Aberry Fanner	Ditto.
Ditto - - -	George Merton -	John Comyns -	Ditto.
Ditto - - -	Ditto and John Williams.	Thomas Steet, Ann Pym, and Joseph Harvey.	Ditto.
Ditto - - -	George Merton -	William Draper, Susannah Parker, Ann Knowles, and Fanny Greatorex.	Ditto.
Ditto - - -	Ditto - - -	Mrs. Bennett.	Ditto.
Ditto - - -	Ditto and Thomas Moore.	Dennis Brown, Benjamin Stephenson, and James Carter.	Ditto.
Ditto - - -	George Merton and John Nesbitt.	Mrs. Fenton -	Ditto.
Ditto - - -	George Merton -	Charles Read -	Ditto.
Ditto - - -	Matthias Rowe -	George Smith -	Ditto.
DRUMMOND STREET.			
Lord Southampton	Matthias Row -	John Youd -	House and Yard.
Ditto - - -	William Tomlins -	William Tomlins -	Ditto.
Ditto - - -	Giles Bartlett -	Giles Bartlett -	Ditto.
Ditto - - -	Thomas Moore -	Thomas Moore -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Southampton	George Carns and John Williams.	Richard Kelly - -	House and Yard.
Ditto - -	George Carns -	George Carns - -	Ditto.
Ditto - -	Ditto, John Plevy, and Thomas Kemp.	Thomas Kemp - -	Ditto.
Ditto - -	George Carns, John Plevy, and Joseph Mitchell.	James Hill - -	Ditto.
Ditto - -	John and William Johnson.	Mrs. Simonds -	Ditto.
Ditto - -	Ditto and Philip Alford.	Philip Alford - -	The Royal George Public House.
DRUMMOND MEWS.			
Lord Southampton	John and William Johnson and Mrs. Susannah Mitchell.	John Wilson - -	Stable and Coach-house.
Ditto - -	John and William Johnson and John Carpenter Oriel, and Henry Charles Sturla.	Henry Charles Sturla	Ditto.
Ditto - -	John and William Johnson and John Hills.	Unoccupied - -	Ditto.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	John and William Johnson.	Henry Worrall -	Yard and Shed.
Ditto - -	Ditto - -	Richard Bond -	Ditto.
Ditto - -	Ditto - -	Mrs. Simonds -	Ditto.
Ditto - -	Ditto - -	Rich. Bond and Robert Brix.	Workshop.
Ditto - -	Ditto and Richard Bond.	John Simpson King -	Cottage.
Ditto - -	Ditto and John Linsell.	Richard Holt - -	Ditto.
Ditto - -	Ditto and Charles King.	Mrs. Cotton - -	Ditto.
UPPER SEYMOUR STREET.			
Lord Somers -	John and William Johnson and George H. Mitchelmore.	Thomas Waters -	House and Yard.
Ditto - -	Ditto - -	Henry Stewart Taylor	Ditto.
Ditto - -	Ditto - -	Unoccupied - -	Ditto.
Ditto - -	Ditto - -	Mrs. Siery - -	Ditto.
Ditto - -	Ditto - -	John Weale - -	Ditto.
Ditto - -	John and William Johnson and Charles Green.	George Davies -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Somers -	John and William Johnson and Charles Green.	John and William Johnson.	House and Yard.
Ditto - -	John and William Johnson and Thomas Thompson.	Thomas Thompson -	Ditto.
Ditto - -	Ditto - -	William Frederick Schneegans.	Ditto.
Ditto - -	Ditto - -	William Charles Taylor.	Ditto.
Ditto - -	Ditto and James Barry.	Joseph Carpenter -	Ditto.
Ditto - -	John and William Johnson and James Barry.	Samuel Clark -	Ditto.
Ditto - -	Ditto - -	Thomas Plant - -	Ditto.

COUNTY OF NORTHAMPTON.

PARISH OF WZEDON.

John Smith and Thomas Nutt Orton.	- - -	Jonathan Moors -	Cottage.
Reverend Hunt.	John - - -	Reverend John Hunt	Cow Shed.
Ditto - -	- - -	Ditto - -	Garden and Shrubbery.
Ditto - -	- - -	Ditto - -	House and Outbuildings.
John Manning	- - -	Martin Stretton -	House, Garden, Workshop, Stable, and Orchard.
Thomas Beale	- - -	John Simcoe - -	Garden.
Edward Cox	- - -	William Hollier and John Simcoe.	Three Houses, Stable, Outbuildings, and Garden.
Reverend John Hunt	- - -	Reverend John Hunt and Jonathan Mann.	Garden.
John Green - -	- - -	Thomas Green, Joshua Ellis, and Charlotte Abell.	Three Cottages and Gardens.
Richard Hewitt	- - -	John Poole, Barnabas Clarke, and John Geare.	Three Cottages, Gardens, and Barn.
Ditto - -	- - -	John Wells - -	House, Farm-yard, Garden, and Outbuildings.
Ditto - -	- - -	Richard Hewitt - -	Barn and Stable.
Ditto - -	- - -	Louisa Cooper - -	Cottage and Garden.
Ditto - -	- - -	John Goff - -	House and Orchard.
Edward Wilson	- - -	Edward Wilson -	Cottage and Garden.

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Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Nathaniel Billing -	- - -	Nathaniel Billing -	Cottage, Schoolroom, and Garden.
John Sutton - -	- - -	John Sutton - -	House, Club-room, Stabling, Orchard, and Garden.
John Wareing -	- - -	John Wareing - -	Orchard.
The Right Honourable and Honourable the principal Officers of His Majesty's Board of Ordnance.	- - -	The Right Honourable and Honourable the principal Officers of His Majesty's Board of Ordnance and Benjamin Daue Nicoll.	Garden.
PARISH OF DODFORD.			
Reverend William Holden.	- - -	Ralph Humphrey -	Cottage, Garden, Wharf, and Warehouse.
Jane Freeman -	- - -	Richard Loe - -	House and Outbuildings.
Ditto - -	- - -	Ditto - -	Orchard and Garden.
Sir Charles Knightley, Bart.	- - -	Richard Hewitt -	Hovel.
PARISH OF BROCKHALL.			
Thomas Reeve Thornton.	- - -	Thomas Reeve Thornton.	Plantation.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Ditto.
Ditto - -	- - -	Ditto - -	Private Road.
Ditto - -	- - -	Ditto - -	Plantation.
PARISH OF NORTON.			
Thomas Reeve Thornton.	- - -	Thomas Reeve Thornton.	Plantation.
John Michael Severne.	- - -	James Bromwich -	Hovel.
PARISH OF WHILTON.			
Reverend John Rose	- - -	Francis Humphrey -	Hovel.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
PABISH OF LONG BUCKBY.			
Richard Waster - Surveyors of High- ways, Richard Waster, Thomas Tomlins, and Sarah Carrell.	- - - - - -	Richard Waster - Stephen Watson, Tho- mas Tomlins, and Sarah Carrell.	Plantation. Three Cottages and Three Gardens.

AN
ACT
TO AMEND THE ACTS
RELATING TO THE
LONDON AND BIRMINGHAM RAILWAY.

Passed 30th June 1837.



LONDON:
PRINTED BY GEORGE EYRE AND ANDREW SPOTTISWOODE,
PRINTERS TO THE QUEEN'S MOST EXCELLENT MAJESTY.

1837.

thereby and by the said recited Act of the Third Year of His present Majesty authorized to be raised by Subscription, as therein and in the said recited Act mentioned, should be found insufficient for the Purposes of that and the said recited Act, it should be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole One million Pounds, on the Credit of the said Undertaking, by way of Mortgage, as therein particularly mentioned, in lieu of a Sum of Eight hundred and thirty-five thousand Pounds which by the said first-mentioned Act the said Company were authorized to borrow on Mortgage for the like Purpose: And whereas by virtue of the Powers contained in the said recited Act the said Company have raised on the Credit of the said Undertaking, by way of Mortgage, the Sum of Eight hundred and thirty thousand seven hundred Pounds in the whole, Part of the said Sum of One Million, and have expended the same in carrying into effect the Purposes of the said recited Acts, and they are proceeding with all convenient Speed to raise the Remainder of the said Sum in like manner by way of Mortgage on the Credit of the said Undertaking: And whereas the said Company have made considerable Progress in executing the Works authorized by the said recited Acts, but the Monies which they are authorized and empowered to raise by the said recited Acts have been found to be insufficient to complete all the Works which by the said Acts the said Company are authorized to construct, and fully to carry into effect the Purposes of the said recited Acts; and it is expedient that the said
Company

Company should be authorized to raise a further Sum of Money, and that some of the Powers and Provisions contained in the said recited Acts should be altered, amended, and enlarged: And whereas the Purposes aforesaid cannot be carried into effect without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Regulations, Clauses, Matters, and Things contained in the said recited Acts (except such of them or such Parts thereof respectively as are by this Act repealed, altered, or otherwise provided for) shall extend and be construed to extend to this Act and to the Purposes and Things hereby authorized or required to be effected and done, and shall operate and be in force in respect to the Objects and Purposes of this Act, as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act and made Part thereof.

Extending Powers of former Acts to this Act.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered, by an Order or Orders from Time to Time of any General or Special General Meeting of the said Company, to borrow and take up at Interest, in addition to the Sums which by the said recited Acts they are authorized to raise and take up at Interest by way of Mortgage, any further or additional Sum of Money, not exceeding

Power to raise 1,000,000*l.* on Bond.

‘ ourselves and our Successors unto the said
 ‘ *A. B.*, his Executors, Administrators, and
 ‘ Assigns, in the penal Sum of :
 ‘ The Condition of the above Obligation is such
 ‘ that if the said Company shall pay to the said
 ‘ *A. B.*, his Executors, Administrators, or As-
 ‘ signs, the said Principal Sum of on
 ‘ the Day of which
 ‘ will be in the Year One thousand eight hun-
 ‘ dred and , and if in the meantime
 ‘ the said Company shall in respect of Interest
 ‘ on the said Principal Sum pay to the Bearer
 ‘ of the Coupons or Interest Warrants hereto
 ‘ annexed respectively the several Sums men-
 ‘ tioned in such Warrants respectively, at the
 ‘ several Times mentioned in such Warrants
 ‘ respectively, then the above-written Obligation
 ‘ is to become void, otherwise to remain in full
 ‘ force and virtue. Given under our Common
 ‘ Seal this Day of
 ‘ One thousand eight hundred and .’

And an Entry or Memorial of every such Bond,
 containing the Number and the Date thereof,
 and the Name of the Person with his proper
 Addition to whom the same shall have been
 made or given, and of the Sum thereby secured,
 together with the Rate of Interest to be paid
 thereon, shall within Fourteen Days next after
 the Date thereof be entered in a Book to be
 kept by the Secretary or Clerk of the said Com-
 pany, which said Book shall and may be perused
 at all seasonable Times by any of the Proprietors
 or Creditors of the said Undertaking, or other
 Persons interested therein, without Fee or Re-
 ward; and all the Obligees in such Bonds respec-
 tively, their respective Successors, Executors,
 Administrators, and Assigns, lawfully and of
 right

Entries of
 Bonds to be
 made by the
 Secretary or
 Clerk.

Bonds may
 be trans-
 ferred.

right may from Time to Time transfer the same, and the Principal Money thereby secured and remaining unpaid, and all Interest due and to accrue thereon, to any Corporation or Person whomsoever; which Transfer shall be by Deed duly stamped, in which the Consideration for the same shall be truly stated; and which Transfer may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Bond.

‘ I *A.B.* of _____ in consideration of the
 ‘ Sum of _____ paid by *C.D.* of _____
 ‘ do hereby transfer to the said *C.D.*, his Execu-
 ‘ tors, Administrators, and Assigns, a certain
 ‘ Bond numbered _____ under the Common
 ‘ Seal of “ *The London and Birmingham Rail-*
 ‘ *way Company,*” bearing Date the
 ‘ Day of _____ for securing the Sum
 ‘ of _____ with Interest thereon, after
 ‘ the Rate of _____ *per Centum per Annum,*
 ‘ and all my Right, Interest, and Property therein.
 ‘ Dated the _____ Day of _____
 ‘ in the Year of our Lord One thousand eight
 ‘ hundred and _____ .’

And every such Transfer shall within Twenty-eight Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Bond, and also if required indorse a Certificate of such Entry on such Transfer, for which Entry and Certificate the said Company shall be paid such Sum as the said Company shall appoint, not exceeding Two Shillings and Sixpence; and after such Entry made every such Transfer shall entitle such Assignee, his Successors,

Successors, Executors, Administrators, and Assigns, to the full Benefit thereof, and to sue the said Company for Payment thereof in his own Name; and it shall not be in the Power of any Corporation or Person who shall have made such Transfer to make void or release any Bond so by him transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

III. Provided always, and be it further enacted, That no Person to whom any such Bond or Transfer shall be given or made shall be therefore deemed a Proprietor of any Share, or be rendered capable of acting as such at any Meeting of the said Company, for or on account of his having lent or advanced any Money on such Bond or Transfer.

Bondholders
not to be
deemed Pro-
priators.

IV. Provided always, and be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered, from Time to Time to pay off and discharge all or any of the said Bonds before the Days respectively appointed for Payment thereof, upon giving Six Calendar Months Notice, by Insertion thereof in the *London Gazette*, and in Two Newspapers usually circulated in *London* and *Birmingham* respectively, to the Holders of the said Bonds respectively so intended to be paid and satisfied, of their Intention so to do: Provided always nevertheless, that during the Continuance of any Mortgage made or to be made by the said Company pursuant to the said recited Acts or either of them, such Notice as last aforesaid shall not be given, nor shall Payment of the same Bonds or any of them be made (either pursuant to Notice or otherwise), unless with the previous
Consent

Power with
respect to the
Payment of
such Bonds.

Consent thereto in Writing of the Party entitled to every such Mortgage.

In case the Bonds are paid off, the Company may raise the Money again.

V. And be it further enacted, That in case the said Company shall pay off all or any of the said Bonds, then and in every such Case it shall be lawful for the said Company, and they are hereby authorized and empowered, immediately or at any Time or Times thereafter, again to raise by the Issue of fresh Bonds, in lieu of the Bonds so to be paid off by them, so much and such Principal Sum and Sums of Money as they shall have from Time to Time paid off, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Security of the said Bonds more than the said Sum of One million Pounds.

Interest of Money borrowed to be paid in preference to Dividends.

VI. And be it further enacted, (nevertheless without Prejudice to any such Mortgage as aforesaid, and the Remedies reserved to the Holder of any such Mortgage by the said recited Acts or either of them,) That the Interest which shall become due and payable on any Money to be raised by Bond as aforesaid (if any shall be so raised) shall be paid to the several Parties entitled thereto, in preference to any Dividends to become payable to the Proprietors of the said Company or any of them under the Provisions of this or of the said recited Acts; and in case any such Interest or any Part thereof shall be behind and unpaid by the Space of Thirty Days next after the same shall have become due and payable, and the same shall not be paid within Ten Days next after Demand thereof in Writing shall have been made on the said Company, then, in addition to such Remedies

dies as the Obligees or Assignees of such Bonds may be entitled to at Law or in Equity, it shall be lawful for Two or more Justices of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or City and County of the City of *Coventry*, and they are hereby required, on Request to them made by or on behalf of any such Obligee, his Successors, Executors, Administrators, or Assigns, whose Interest shall be so in arrear, by an Order under the Hands of such Justices, to appoint One or more Person or Persons to receive the whole or any Part of the Rates, Tolls, and Duties arising or to arise by virtue of the said recited Acts and of this Act, or either of them, until all Interest in arrear on the aforesaid Bonds then subsisting, together with the Costs and Charges of recovering and receiving the Rates, shall be fully satisfied and paid ; and the Money so to be received by such Person or Persons is hereby declared to be so much Money received by or to the Use of the Corporations or Persons to whom such Interest shall be then due ; and after such Interest and Costs shall have been paid and satisfied the Power and Authority of such Receiver or Receivers for the Purposes aforesaid shall cease and determine.

VII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered, by an Order or Orders from Time to Time of any General or Special General Meeting of the said Company, to raise by Contribution among themselves from Time to Time, or by the Admission of other Persons as Subscribers to the Undertaking, not only the whole of the One million Pounds by this Act authorized

Powers to create new Shares for the Purposes of this Act.

authorized to be raised on Bond, or so much thereof as they shall not deem it expedient to borrow on Bond, or having borrowed to continue owing by them on Bond, but also the whole of the One million Pounds by the said recited Act of the Sixth Year of His present Majesty authorized to be raised on Mortgage, or so much thereof as the said Company shall not deem it expedient to borrow on Mortgage, or having borrowed to continue owing by them on Mortgage, or any Part of such Monies respectively, not exceeding in the whole such a Sum as with the Monies which the said Company shall deem it expedient to continue, and shall for the Time being continue owing by them on Mortgage and Bond, will amount in the whole to Two million Pounds; and the Amount of the Money so to be raised from Time to Time shall be divided into such and so many distinct and integral Shares of such Amount as will conveniently allow a proper Proportion thereof to be appropriated to the then Proprietors of Shares in the said Undertaking respectively, according and in proportion to their respective Interest in the Joint Stock of the said Company; and such new Shares shall be offered to the then Proprietors of Shares in the said Undertaking in the Proportion of One for every original Share of One hundred Pounds held by them respectively therein, and the same shall vest in and belong to such of the then Proprietors of Shares as shall accept the same, and shall pay the Value or Amount thereof to the said Company at such Times and in such Instalments and in such Manner as the same shall be called for by the Directors for the Time being of the said Company; and in case any of the said Proprietors shall refuse or neglect, for One Calendar Month
next

New Shares
to be first
offered to
the present
Proprietors
of Shares.

next after Offer of the same by Letter under the Hand of the Secretary or Clerk of the said Company given to or sent by the Post to him, or left at his usual or last Place of Abode, to accept the Shares so to be appropriated to him, then and in every such Case it shall be lawful for the said Company and they are hereby empowered to sell and dispose of such Shares as shall not be accepted as aforesaid unto such Corporations or Persons as may be willing to become Purchasers thereof, for such Sums of Money as the said Company may be able to obtain for the same.

VIII. And be it further enacted, That every new Share to be created in pursuance of the Powers of this Act shall be deemed Personal Estate, and shall be transmissible and transferable as such, and shall not be of the Nature of Real Estate; and all such Corporations and Persons as shall become entitled thereto, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby declared to be Owners and Proprietors of Shares in the said Undertaking, to the Amount or nominal Value of such Shares so by them possessed, as beneficially as the Proprietors of Shares of One hundred Pounds in the said Undertaking, but in the Proportion nevertheless which the Amount or nominal Value of such Shares respectively so to be created as aforesaid may bear to the Sum of One hundred Pounds, and shall be entitled to a Share of all the general Profits and Dividends of the said Company in the like Proportion; and all such Corporations and Persons aforesaid shall be deemed to be and are hereby declared to be thenceforth united to and incorporated with the said Company; and all such new Shares so to be created as aforesaid shall be considered

New Shares
to be con-
sidered as
Part of the
general
Capital.

sidered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects and to all Intents and Purposes as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said new Shares and the Amount of such Calls, which Calls the said Company is hereby empowered to appoint to be of such Amount and payable at such Times as they shall think fit: Provided always, that all the Regulations, Provisions, and Authorities contained in the said recited Act of the Third Year of the Reign of His present Majesty, for enforcing the Calls for the Capital Stock of the said Company by the said last-mentioned Act authorized to be raised, and for the Recovery thereof or of any Arrears thereof, and relating to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls which shall be made for the said new Shares hereby authorized to be created as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Directing
how Pro-
priators of
new Shares
shall vote.

IX. And be it further enacted, That every Corporation and Person who shall by virtue of this Act have subscribed for and become entitled to such a Number of the new Shares, so to be created as aforesaid, as that the Aggregate Sum of the Amounts or nominal Values of such new Shares shall be One hundred Pounds, shall be allowed to vote in respect of such Number of Shares, either in Person or by Proxy, at the several Meetings of the said Company, in the same Manner, to the same Extent, and subject to the same Stipulations, Provisions, Restrictions,

tions, and Limitations as are mentioned or contained in the said recited Acts with respect to the Right of voting by the Proprietors of original Shares of One hundred Pounds.

X. And whereas by the said recited Acts it is provided, that the Half-yearly General Meetings of the Company should be held alternately in *London* and *Birmingham*, and that the Special General Meetings of the said Company should be held either in *London* or *Birmingham*: And whereas by the said recited Act of the Third Year of the Reign of His present Majesty it is enacted, that One hundred or more Proprietors of the said Company (which Number by the said recited Act of the Sixth Year of His present Majesty's Reign was altered to Fifty or more Proprietors of the said Company,) holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, upon which all Calls actually previously made should have been paid and satisfied, might at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company either at *London* or *Birmingham*, as might be expressed in such Requisition, so as such Requisition fully express the Object for which such Special General Meeting was required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice given as aforesaid, the same might be called by such One hundred or more Proprietors, by giving Fourteen Days Notice thereof in

Repealing Provisions of former Acts respecting Meetings of the Company.

Two or more *London* Newspapers, and in One or more *Birmingham, Liverpool, and Manchester* Newspapers, and the said Company were thereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as should be present at such Meeting should proceed to the Execution of the Powers by those Acts given to the said Company with respect to the Matters so specified in such Notice, and all Acts of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting should be as valid with respect to the Matters specified in such Notice as if the same had been done at a General Meeting held at the Time therein-before appointed for holding the same: And whereas it is expedient that the Provisions of the said recited Acts relating to the Places of Meeting respectively of the Half-yearly General Meetings and the Special General Meetings of the said Company should be altered and amended; be it therefore enacted, That so much of the said recited Acts as requires the Half-yearly General Meetings and Special General Meetings of the said Company to be held either at *London* or *Birmingham*, and as empowers the Proprietors of the said Company to require the Directors of the said Company to call a Special General Meeting of the said Company either at *London* or *Birmingham*, shall be and the same is hereby repealed.

General Meetings to be held at such Places as shall be appointed by Directors.

XI. And be it further enacted, That the Half-yearly General Meetings of the said Company and the Special General Meetings of the said Company shall and may be held from Time to Time at such Places respectively as shall be appointed for that Purpose by the Directors of the said Company.

XII. And

XII. And be it further enacted, That Fifty or more Proprietors of the said Company, holding in the aggregate Two thousand Shares or upwards in the said Undertaking, upon which all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or left at or delivered to some Inmate of their last or usual Places of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, at some Place to be appointed for that Purpose by the said Directors, so as such Requisition fully express the Object for which such Special General Meeting is required to be called ; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice given as aforesaid, the same may be called by such Fifty or more Proprietors either in *London* or *Birmingham*, by giving Fourteen Days Notice thereof in Two or more *London* Newspapers, and in One or more *Birmingham*, *Liverpool*, and *Manchester* Newspapers ; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors thereof as shall be present at such Meeting shall proceed to the Execution of the Powers by this and the said recited Acts given to the said Company with respect to the Matters so specified in such Notice ; and all Acts of the major Part of them in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid with respects to the Matters specified in such Notice as if the same had been done at a General Meeting held at the Time by the said recited Acts appointed for holding the same.

Directing
how Special
General
Meetings
shall be
called.

B b 3

XIII. And

Meetings of
Directors
may be held
at such
Places as
they shall
appoint.

XIII. And whereas by the said recited Act of the Sixth Year of the Reign of His present Majesty it is enacted, that the Directors of the said Company should have Authority to meet and adjourn from Time to Time and from Place to Place, as well in *London* and *Birmingham* as in such other Places intermediate between *London* and *Birmingham*, and not being distant from the said Line of Railway more than Ten Miles, as they should think proper: And whereas it is expedient that the Provisions of the said Act, so far as relates to the Places of Meeting of the said Directors, should be varied; be it therefore enacted, That the Directors of the said Company shall have Authority to meet from Time to Time at such Places as they may appoint for that Purpose, and to adjourn from Place to Place as they shall think proper.

Provisions of
former Acts
as to the
Number and
Election of
Directors
altered.

XIV. And whereas by the said recited Act of the Third Year of the Reign of His present Majesty it is enacted, that at the First General Meeting to be held as therein mentioned, or at some Meeting to be held by Adjournment therefrom, Twenty-four Persons, who should be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the Undertaking, should be elected Directors to manage the Affairs of the said Company: And whereas by the said recited Act of the Sixth Year of the Reign of His present Majesty it is enacted, that at the General Meeting to be held in the Month of *February* which would be in the Year of our Lord One thousand eight hundred and thirty-six One Third of the Directors primarily elected, as in the said recited Act mentioned, (to be determined by Ballot amongst themselves,) should go out of Office and cease to be Directors of the said

said Company, and an equal Number of Persons who should be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking should be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *February* which would be in the Year of our Lord One thousand eight hundred and thirty-seven One Half of the remaining Directors so primarily elected as aforesaid, to be determined as in the said recited Act mentioned, should go out of Office and cease to be Directors of the said Company, and their Places should be supplied in like Manner; and at the General Meeting to be held in the Month of *February* which would be in the Year of our Lord One thousand eight hundred and thirty-eight the remaining Directors who should have been so primarily elected as in the said recited Act mentioned should go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *February* in every subsequent Year One Fourth of the Directors who should have been longest in Office should go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner: And whereas it is expedient that the Provisions of the said recited Acts so far as relates to the Number of the Directors of the said Company should be varied; be it therefore enacted, That it shall be lawful for the said Company, by a Resolution of any General Meeting or Special General Meeting of the said Company to be made pursuant to such Notice as herein-after mentioned, from Time to Time to determine the Number of Directors of the said Company as they shall think

Number of
Directors not
to exceed
Twenty-four,
nor be less
than Twelve.

fit, so that the Number so to be determined be not greater than Twenty-four, nor less than Twelve; and in case and so often as the Number of the Directors of the said Company shall have been so determined by a Resolution of any such General or Special General Meeting of the said Company, such Resolution and Determination shall take effect from the Half-yearly General Meeting of the said Company to be held in the Month of *February* next after the Meeting at which the Number shall so have been determined; and the Number so determined shall thenceforth be and continue to be the Number of Directors for the Time being of the said Company until the same shall have been varied by a Resolution of a General or Special General Meeting of the said Company, which shall in like Manner take effect from the General Meeting of the said Company to be held in the Month of *February* next after the Meeting at which such Resolution shall have been come to; and at the Half-yearly General Meeting of the said Company to be held in the Month of *February* next after the Meeting at which the Number of Directors of the said Company shall have been determined by any such Resolution as aforesaid, the Number of Persons to be elected as Directors of the said Company in place of the Directors going out by Rotation, pursuant to the Provision of the said recited Acts, shall be such as with the Directors continuing in Office shall make up the Number which shall so have been determined to be the Number for the Time being of Directors of the said Company: Provided always, that in case the Number of Directors going out by Rotation as aforesaid shall not be more than sufficient to reduce the existing Number of Directors to the Number which shall

shall so have been determined to be the Number for the Time being of Directors of the said Company, then and in every such Case there shall be no new Election of Directors in place of any of the Directors so going out by Rotation ; and in case it shall happen that the Number of Directors going out by Rotation as aforesaid shall not be sufficient to reduce the existing Number of Directors to the Number which shall so have been determined to be the Number for the Time being of Directors of the said Company, then and in every such Case so many more of the Directors, to be determined by Ballot of the general Body of Directors from among the remaining Directors who shall have been longest in Office, shall go out of Office as will reduce the Number of Directors to the Number which shall so have been determined to be the Number for the Time being of Directors of the said Company : Provided also, that in case the Number of Directors for the Time being of the said Company, so to be determined as aforesaid, shall be some Number not divisible by Four, then the Number of Directors from Time to Time to go out by Rotation shall be One Fourth of the Number next greater than the Number so to be determined which shall be divisible by Four ; and in case any Difficulty shall at any Time arise as to which of the Directors ought to go out by Rotation, by reason of there being of the Directors who shall have been longest in Office a greater Number of equal standing among themselves than the Number required to go out, then and in every such Case the Directors who are to go out shall be determined by Ballot of the general Body of Directors from among those Directors of equal standing among themselves who shall have been longest

longest in Office : Provided always, that before any Ballot shall take place from among Directors of equal standing among themselves, such of the Directors, if any, being a less Number than the Number required to go out by Rotation, as shall have been longer in Office than those among whom such Ballot as aforesaid would be required to be made shall always first go out of Office : Provided always, that no Change shall at any Time be made in the Number of Directors for the Time being of the said Company by any such Resolution of a General Meeting or Special General Meeting of the said Company as aforesaid, unless Notice of the Intention to move such Resolution, stating in such Notice the Number of Directors intended to be proposed as the Number of Directors for the Time being of the said Company, shall have been given in Two or more *London* Newspapers, and One or more *Birmingham, Liverpool, and Manchester* Newspapers, not less than Twenty-one Days before the Day of the Meeting at which such Resolution shall be made.

Repealing
Provisions of
former Acts
as to Ap-
pointment of
Committees.

XV. And whereas by the said recited Acts it is provided, that Two Committees of Directors should in each Year be chosen at the First Meeting of the Directors to be held next after the Half-yearly General Meeting in the Month of *February*, to be called respectively the *London* Committee and *Birmingham* Committee, and to be constituted as in the said recited Acts is mentioned : And whereas it is expedient that the Provisions of the said recited Acts relating to the Choice of Committees of the said Directors should be varied ; be it therefore enacted, That so much of the said recited Acts as relates to the
Choice

Choice of the said *London* Committee and *Birmingham* Committee respectively shall be and the same is hereby repealed.

XVI. And be it further enacted, That it shall be lawful for the Directors of the said Company, and they are hereby authorized, from Time to Time, to choose out of the Directors of the said Company One or more Committee or Committees, each of which Committees shall consist of not less than Five Directors ; and such Committees respectively shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committees respectively ; and such Committees respectively shall have Power to meet from Time to Time and to adjourn from Place to Place as they shall think proper and as Occasion shall require for effecting the Purposes aforesaid ; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee, within the Intent and Meaning of this Act, shall and may be exercised by Three of the Members present at the respective Meetings of such Committee ; and at all Meetings of the said Committees respectively One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by

Appointment
of Committees.

by any such Committee shall have an additional or casting Vote.

Contracts
may be sign-
ed by Three
Directors.

XVII. And whereas by the said recited Act of the Third Year of the Reign of His present Majesty it is enacted, that all Contracts in Writing relating to the Affairs of the said Company which should be signed by any Five of the Directors of the said Company should be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators: And whereas it is expedient that the said Provision, so far as relates to the Number of Directors by whom Contracts may be signed, should be varied; be it therefore enacted, That all Contracts in Writing relating to the Affairs of the said Company which shall be signed and sealed by any Three of the Directors of the said Company shall be binding on the said Company and all other Parties thereto, their respective Successors, Heirs, Executors, and Administrators, as if the Common Seal of the said Company had been affixed thereto, and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company or any of the other Parties thereto failing in the Execution thereof.

Repealing
Provision
of 6 W. 4.
enabling Per-
sons in Pos-
session to
convey
Lands.

XVIII. And whereas by the said recited Act of the Sixth Year of the Reign of His present Majesty, it is enacted, that the Person or Corporation for the Time being in the Possession or in the Receipt of the Rents and Profits of any Lands was and is and shall, for the Purposes of this and the said recited Act, be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience

venience to be sustained by reason of the Execution of this or the said recited Act, and that every Contract, Sale, Conveyance, or Agreement, whether heretofore or hereafter made with or to the said Company by any such Person or Corporation, shall be valid and effectual, and that in every Case in which the Amount of the Price of any Lands or of any Compensation has been or shall be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands in manner provided by the said recited Act, such Payment, and every Contract or Agreement in pursuance whereof it was made, shall be good to all Intents and Purposes, and the said Company shall not be bound to see to the Application thereof, provided that such Agreement be made *bonâ fide*, and without any Fraud or Collusion between the said Company and the Party contracting; be it enacted, That the said recited Provision shall be and the same is hereby repealed, and the said recited Acts shall be deemed, construed, and taken, and all Contracts, Sales, Conveyances, and Agreements, and Payments of Purchase and Compensation Money under and by virtue of the said recited Acts, shall have such and the same Effect as if the said recited Provision had not formed Part of or been inserted in the said Act lastly herein-before recited.

XIX. And be it further enacted, That all Corporations and Persons by the firstly recited Act capacitated to treat and agree with the said Company for the Sale and Conveyance of Lands required for the said Railway, may and they are hereby empowered (if they shall be willing, but not

Corporations by first-recited Act capacitated may sell further Land to the Company.

not otherwise,) to treat and agree with the said Company for the Sale and Conveyance of any further Land that may hereafter be required for the Purposes of the said Railway, notwithstanding the Period by the said recited Acts limited for the compulsory Purchase of Lands may have expired, subject nevertheless to the Provisions and Restrictions in the said recited Acts contained.

Rates to be charged equally.

XX. Provided always, and be it further enacted, That the Rates and Tolls authorized to be taken by virtue of the said first-recited Act shall at all Times be charged equally and after the same Rate *per Ton per Mile* throughout the whole of the said Railway in respect of the same Description of Articles, Matters, or Things, and that no Reduction or Advance in the said Rates and Tolls shall, either directly or indirectly, be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, or Things thereon, any thing in the said recited Acts or this Act contained to the contrary thereof in anywise notwithstanding.

Commissioners of Sewers may relinquish Juris-

XXI. And be it further enacted, That in all Cases where the said Company have, in the Execution of the said recited Acts, constructed any

any Sewers or Drains within the Site of any of their Stations, and have provided for the Drainage by the Construction of other Sewers or Drains, it shall and may be lawful for the Commissioners of Sewers for the District within which any such Station may be situate, if they shall think fit, by an Order made at any General or Special Court, to cede and relinquish to the said Company the Jurisdiction over such Sewers and Drains, under and subject to such Regulations as the said Commissioners shall think proper, the said Company at all Times thereafter repairing and keeping the same in repair at their own Expende; provided that no public Waters be permitted to enter into or drain through the said Sewers and Drains so ceded and relinquished.

diction over Sewers to the Company.

XXII. And be it further enacted, That nothing herein contained shall be construed to exonerate the Land and Property at present drained by the Sewers and Drains so to be ceded and relinquished from Liability to Sewers Rates or Assessments.

Lands drained by such Sewers not to be exonerated from Rates.

XXIII. Provided always, and be it further enacted, That whenever the said Company shall have occupied or shall hereafter occupy under the Provisions of the said recited Acts of the Third and Sixth Years of the Reign of His present Majesty, any Land for temporary Purposes, the said Company shall pay to the Owner and Occupier of the said Land for the Time being full Compensation for the Occupation of the same, and for any temporary Injury such Owner and Occupier may sustain in consequence of the Occupation of the same, the Amount of which Compensation, whether the same shall exceed or be less than Twenty Pounds, shall be settled from

Compensation to be made for temporary Damage.

from Time to Time, as such Compensation shall be claimed, by any Two Justices acting for the District in which such Land may lie, and shall be recovered in the same Manner as Damages to a small Amount are directed to be recovered by the said recited Act of the Third Year of the Reign of His present Majesty : Provided always, that the permanent Injury or Damage, if any, which may be done to the said Land, shall be settled as directed by the said last-mentioned recited Act.

Regulations
as to Trains
crossing Cur-
zon Street,
Birmingham.

XXIV. And be it further enacted, That where the said Railway is intended to cross a certain Street in the Town of *Birmingham* called *Curzon Street*, the said Company shall, whenever thereto required by the Commissioners of the Streets acting for the Time being for the said Town, erect and for ever thereafter repair and maintain a Bridge over the said Railway for Foot Passengers along the said Street, which Bridge shall be of such Width and shall be formed and constructed by and at the Expence of the said Company in such Way and Manner as shall be required by and satisfactory to the said Commissioners, and that the said Company shall not carry upon the said Railway any Passengers across *Curzon Street* aforesaid, but shall take up and land all Passengers on the Southern Side of the said Street ; nor shall the said Company allow their Trains of Carriages to cross the said Street more than Twelve Times in any one Day, nor shall the Passage be obstructed by any Train in crossing for a longer Time than Five Minutes ; and in case the said Company shall allow their Trains of Carriages to pass across the said Street oftener than Twelve Times in each Day, the said Company shall forfeit and pay a Sum of Five Pounds

Pounds for each Time over and above the said Twelve Times; and in case the said Passage shall be obstructed by any Train for any Space of Time longer than Five Minutes, the said Company shall forfeit and pay the Sum of Five Pounds for each Time the said Passage shall be obstructed during a longer Time; and such Penalties shall be recoverable and applicable in the same Manner as the Penalties the Recovery of which are not herein specially provided for are by the first herein-before recited Act directed to be recovered and applied.

XXV. And be it further enacted, That it shall be lawful for any Justice of the Peace acting within his Jurisdiction and he is hereby required to appoint such fit and proper Persons as he shall think proper, to be Special Constables within the said Railway and other Works and every or any Part thereof; and every Person so appointed shall make a solemn Declaration, to be administered by the same or any other Justice of the Peace, duly to execute the Office of Constable for the said Premises; and every Person so appointed, and having made such Declaration as aforesaid, shall have Power to act as a Constable for the Preservation of the Peace and for the Security of Persons and Property against Felonies and other unlawful Acts within the Limits of the said Premises, and within Half a Mile therefrom, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protection, and Privileges for the apprehending Offenders, as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the

Justices may
appoint Spe-
cial Consta-
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Peace,

Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom ; and it shall be lawful for any such Justice to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal, all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

No Alteration to be made in the Levels.

XXVI. And whereas considerable Progress has been made in the Construction of the Railway by the said recited Acts authorized to be made, and some Portions thereof are already completed ; be it enacted, That with respect to any Works which shall be commenced after the passing of this Act no Alteration shall be made in the Levels laid down upon the Section deposited with the several Clerks of the Peace, and referred to by the said recited Acts, further than may be necessary to connect such new Works with those Portions of the Railway which have been already commenced or are completed.

Expences of this Act how to be paid.

XXVII. And be it further enacted, That all the Costs, Charges, and Expences of and incident to the obtaining and passing of this Act, and of carrying the same into effect, or otherwise incident thereto, shall and may be defrayed and paid by the said Company out of the Monies received or to be received by them under the Authorities of the said recited Acts and this Act, in preference to any other Payment.

XXVIII. And

XXVIII. And be it further enacted, That this Public Act. Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

LONDON:

Printed by GEORGE EYRE and ANDREW SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1837.

LONDON AND BIRMINGHAM RAILWAY.

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H. G. 12.

MAY 24 1927

