



ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

Cap. cxxxv.

An Act to enable the *Midland* Railway Company to make a Railway from near *Leicester*, viâ *Bedford*, to *Hitchin* and to *Northampton* and *Huntingdon*, with Branches; to enlarge the *Leicester* Station of the *Midland* Railway; and for other Purposes. [9th July 1847.]

WHEREAS an Act was passed in the Seventh and Eighth Years of the Reign of Her present Majesty, intituled *An Act to consolidate the North Midland, Midland Counties, and Birmingham and Derby Junction Railways*, whereby the Companies to whom such Railways respectively belonged were united into One Company under the Name of "The *Midland* Railway Company," and the same Railways, and all Branches thereof respectively, were and are now vested in such united Company: And whereas the making of Railways from the *Midland* Railway near *Leicester*, viâ *Bedford*, to join the Line of the *Great Northern* Railway as at present authorized to be made near *Hitchin*, and also to *Northampton* and *Huntingdon*, together with Three several Branches from such intended Railways to join the *Northampton and Peterborough* Branch

7 & 8 Vict.
c. 18.

[Local.]

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of

of the *London and North-western* Railway, would be attended with great public Advantage, and it is also expedient that a Road or Approach should be made to the proposed Railway from the Town of *Market Harborough*, and the present Station of the said *Midland* Railway at *Leicester* enlarged: And whereas the said *Midland* Railway Company are willing to carry the said proposed Railways, Branch Railways, Approach, and Enlargement of Station into effect, if authorized by Parliament so to do: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That all the Provisions contained in the said first-recited Act, so far as the same may be in force at the Time of the passing of this Act, and except such of them as are by this Act repealed, altered, or otherwise provided for, or are inconsistent with the Provisions of the "Lands Clauses Consolidation Act, 1845," and "Railways Clauses Consolidation Act, 1845," shall extend to this Act, and to the several Purposes thereof, and to the several Matters and Things hereby authorized to be done, as fully and effectually as if the said Provisions were repeated and re-enacted in this Act in reference to such Purposes, Matters, and Things, and the several Railways and other Works by this Act authorized shall when so made form Part of the Undertaking of the *Midland* Railways.

Provisions of recited Act extended to this Act.

3 & 9 Vict. cc.18. and 20. extended to this Act.

II. And be it enacted, That the said "Lands Clauses Consolidation Act, 1845," and the said "Railways Clauses Consolidation Act, 1845," so far as the same are not modified by or inconsistent with the Provisions herein-after contained, shall be incorporated with and form Part of this Act.

Short Title.

III. And be it enacted, That in citing this Act in other Acts of Parliament, and in all legal Documents and Proceedings, it shall be sufficient to use the Expression "*The Midland Railways Extension to Hitchin, Northampton, and Huntingdon* Railway Act, 1847."

Power to raise Money on the Credit of the Undertaking.

IV. And whereas the estimated Expence of the Works by this Act authorized is Two millions two hundred and fifty thousand Pounds; be it enacted, That it shall be lawful for the said Company to raise for the Purposes of this Act, on the Credit of their Undertaking and the Revenue arising thereon, any Sum or Sums of Money not exceeding in the whole the Sum of Two millions two hundred and fifty thousand Pounds.

Provisions of 3 & 9 Vict. c. 16. to apply to borrowed Money under this Act.

V. And be it enacted, That all the Provisions of the "Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company, and to the Conversion of Money borrowed or authorized to be borrowed into Capital, shall be held applicable to the borrowing by the said Company of all or any of the Monies by this Act authorized to be raised by them, and to the Conversion thereof into Capital: Provided always, that it shall not be lawful for the said Company to borrow on Mortgage any Sum or Sums of Money which, together with such Sums as may be due and owing by the said Company on Mortgage of their Undertaking at the

Time of the borrowing of such Sum or Sums of Money, would amount to more than One Third of the said Capital of the Company in Shares or Stock; and it shall not be lawful for the Company to borrow the Money hereby authorized to be raised unless and until the whole of the Capital of the said Company in Shares or Stock shall have been subscribed for, and One Half thereof actually paid up: Provided also, that if any new Shares shall be created by virtue of this Act, such Shares shall entitle the Holders thereof to such Rights and Privileges only as may be determined on in reference thereto before the Creation thereof by any General Meeting of the Company.

VI. Provided always, and be it enacted, That all Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over all Mortgages to be created by virtue of this Act.

Former
Mortgages
to have
Priority.

VII. And be it enacted, That it shall not be lawful for the said Company, out of any Money by this Act or any other Act relating to the said Railway Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the said Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in the Companies Clauses Consolidation Act, 1845, in that Behalf contained.

Interest not
to be paid up
on Calls paid
up.

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

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

IX. And be it enacted, That, subject to the Provisions of this Act, it shall be lawful for the said *Midland* Railway Company to make and maintain the several Railways herein-after mentioned, with all proper Works and Conveniences connected therewith; that is to say,

Authorizing
Formation of
Railway and
Branches.

A Railway commencing by a Junction with the Line of the *Midland* Railway in the Parish of *Wigston Magna* otherwise *Great Wigston* in the County of *Leicester*, passing from, in, through, or into the several Parishes, Townships, and Places of *Wigston Magna*, *Wistow*, *Glen Magna*, *Burton Overy*, *Kibworth Beauchamp*, *Church Langton*, *Foxton*, and *Great Bowden* in the County of *Leicester*, *Little Bowden*, *Braybrook*, *Desborough*,
Rushton,

Rushton, Barford, Glendon, Kettering, Pytchley, Isham, Little Harrowden, Great Harrowden, Wellingborough, Irthlingborough otherwise *Irleborough*, and *Irchester* in the County of *Northampton*, *Wymington, Souldrop, Sharnbrook, Felmersham, Milton Ernest, Pavenham, Oakley, Bromham, Biddenham, Saint Paul Bedford, Saint John Bedford, Saint Mary Bedford, Elstow, Cardington, Warden, Southill, Shefford Hardwick, Clifton, Henlow, Arsley*, and *Holwell* in the County of *Bedford*, and *Ickleford, Walsworth*, and *Hitchin* in the County of *Hertford*, and terminating in the said Parish of *Hitchin* on the West Side of and by a Junction with the Line of the *Great Northern Railway* as at present authorized to be made :

A Railway diverging from and out of the said first-mentioned intended Railway in the Parish of *Little Bowden* aforesaid, passing thence from, in, through, or into the several Parishes, Townships, and Places of *Little Bowden, Great Oxenden, Kelmarsh, Arthingworth, Maidwell, Draughton, Maidwell* and *Draughton* intermixed, *Lampport, Cottesbrooke, Great Creaton, Brixworth, Spratton, Church Brampton, Pitsford, Boughton, Kingsthorpe, Dallington*, extra-parochial Lands and Places adjoining the Parish of *Saint Sepulchre* in the Borough of *Northampton*, *Saint Sepulchre Northampton, Saint Peter Northampton, All Saints Northampton, Duston*, and *Hardingstone*, all in the County of *Northampton*, and terminating by a Junction with the Line of the *Northampton and Peterborough Branch* of the *London and North-western Railway* at or near the *Northampton Station* thereof, and in the Parish of *Hardingstone* and County of *Northampton* aforesaid, and also by a separate Junction with the said Branch near *Hunsbury Hill Farm* in the said last-mentioned Parish :

A Railway diverging from and out of the said first-mentioned intended Railway in the said Parish of *Isham*, passing thence from, in, through, or into the several Parishes, Townships, and Places of *Isham, Burton Latimer, Finedon* otherwise *Thingdon*, *Great Addington, Little Addington*, and *Raunds* in the County of *Northampton*, *Keyston, Bythorn, Molesworth, Great Catworth, Leighton, Bromeswold, Spaldwick, Ellington, Easton, Alconbury, Little Stukely, Great Stukely, Saint John Huntingdon, Saint Mary Huntingdon, Brampton*, and *Godmanchester* in the County of *Huntingdon*, and terminating at or near the Town of *Huntingdon* in the Parish of *Godmanchester* and County of *Huntingdon* aforesaid by a Junction with the Line of the *Ely and Huntingdon Railway* as at present authorized to be made :

A Branch Railway diverging from and out of the said first-mentioned intended Railway in the said Parish of *Wellingborough*, passing thence from, in, through, or into the several Parishes, Townships, and Places of *Wellingborough* and *Irchester* in the County of *Northampton*, and terminating by a Junction with the said *Northampton and Peterborough Branch* in the said Parish of *Irchester*, and also a short Branch Railway to connect the said last-mentioned intended Branch Railway with the said first-mentioned intended Railway, and which said Branch Railway will be situate wholly within the said Parish of *Wellingborough* :

A Branch

A Branch Railway diverging from and out of the said last-mentioned intended Railway in the said Parish of *Raunds*, passing thence from, in, through, or into the several Parishes, Townships, and Places of *Irthlingborough* otherwise *Irtleborough*, *Stanwick*, and *Raunds*, all in the County of *Northampton*, and terminating by a Junction with the Line of the said *Northampton and Peterborough* Branch in the said Parish of *Irthlingborough* otherwise *Irtleborough*.

X. And be it further enacted, That it shall be lawful for the said Company to make an Approach Road or Communication to the said first-mentioned intended Railways and the Works thereof, commencing near the Town Hall in the Town of *Market Harborough* aforesaid, passing thence from, in, through, or into the several Parishes, Townships, and Places of *Market Harborough* and *Great Bowden* in the County of *Leicester*, and terminating in the said Parish of *Great Bowden*; and also to enlarge the present Station of the *Midland* Railway at *Leicester*, and to construct additional Works and Conveniences connected therewith in the Parish of *Saint Margaret Leicester* in the County of *Leicester*.

Approach Road to be made at Leicester.

Station at Leicester to be enlarged.

XI. And whereas Plans and Sections showing the Lines and Levels of the said intended Railways, Branch Railways, and other Works by this Act authorized to be made, together with Books of Reference containing the Names of the reputed Owners, Lessees, and Occupiers of the Lands through which the same respectively are intended to pass, have been deposited with the Clerks of the Peace for the Counties of *Leicester*, *Northampton*, *Huntingdon*, *Bedford*, and *Hertford* respectively; be it enacted, That, subject to the Provisions and Powers of Deviation in the said Railways Clauses Consolidation Act, 1845, contained, the said Railways, Branch Railways, and Works respectively shall be made in the Line or Course and according to the Levels shown on the said Plans and Sections, and upon the Lands described on the said Plans and in the said Books of Reference; and it shall be lawful for the said Company to enter upon, take, and use such of the said Lands as may be required for the Purposes thereof.

Railways, &c. to be made according to deposited Plans.

XII. And be it enacted, That, subject to the Provisions contained in the said "Railways Clauses Consolidation Act," it shall be lawful for the said Company to carry the said Railways and Branch Railways, or any of them, across and on the Level of the several Roads numbered on the Plans deposited as aforesaid as follows; (that is to say,)

Power to cross certain Roads on the Level.

In the Parish of *Wigston Magna*, the Road numbered 11 on the said Plans :

In the Parish of *Wistow*, the Road numbered 7 a on the said Plans :

In the Parish of *Kibworth Beauchamp*, the Roads numbered respectively 6, 50, and 65 on the said Plans :

In the Parish of *Church Langton*, the Roads numbered respectively 8, 9 a, and 23 on the said Plans :

In the Parish of *Great Bowden*, the Road numbered 32 on the said Plans :

[Local.]

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In the Parish of *Desborough*, the Road numbered 21 on the said Plans :

In the Parish of *Kettering*, the Road numbered 39 on the said Plans :

In the Parish of *Isham*, the Roads numbered respectively 4 and 11 *a* on the said Plans :

In the Parish of *Wymington*, the Road numbered 14 on the said Plans :

In the Parish of *Bromham*, the Road numbered 12 on the said Plans :

In the Parish of *Saint Mary Bedford*, the Roads numbered respectively 7 and 49 on the said Plans :

In the Parish of *Saint John Bedford*, the Road numbered 10 on the said Plans :

In the Parish of *Arlsey*, the Road numbered 32 *a* on the said Plans :

In the Parish of *Holwell*, and in the Hamlet of *Walsworth*, Parish of *Hitchin*, the Road numbered 2 and 32 respectively on the said Plans :

In the Parish of *Hitchin*, the Road numbered 92 on the said Plans :

In the Parish of *Maidwell*, the Road numbered 3 on the said Plans :

In the Parish of *Draughton*, the Road numbered 1 *a* on the said Plans :

In the Parish of *Brixworth*, the Road numbered 44 on the said Plans :

In the Parish of *Spratton*, the Road numbered 3 on the said Plans :

In the Parish of *Boughton*, the Road numbered 8 on the said Plans :

In the Parish of *Dallington*, the Roads numbered respectively 5 and 9 on the said Plans :

In the Parish of *Saint Peter Northampton*, the Road numbered 11 on the said Plans :

In the Parish of *Raunds*, the Road numbered 81 on the said Plans :

In the Parish of *Keystone*, the Road numbered 43 on the said Plans :

In the Parish of *Bythorn*, the Road numbered 3 *a* on the said Plans :

In the Parish of *Molesworth*, the Road numbered 5 *a* on the said Plans :

In the Parish of *Ellington*, the Road numbered 14 on the said Plans :

In the Parish of *Alconbury*, the Road numbered 17 on the said Plans :

In the Parish of *Godmanchester*, the Road numbered 4 on the said Plans :

In the Parish of *Stanwick*, the Road numbered 3 on the said Plans.

Company to erect a Station or Lodge at Points of crossing, and to abide by Regulations of Commissioners of Railways.

XIII. And be it enacted, That for the greater Convenience and Security of the Public the Company shall erect and permanently maintain either a Station or Lodge at the Points where the said Railway crosses the before-mentioned Road on the Level, and the said Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Commissioners of Railways; and if the said Company shall fail to erect or at all Times

Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

XIV. And whereas the Queen's most Excellent Majesty in right of Her Crown is seised of or entitled to the Advowson and Rights of Patronage and Presentation to the Rectory of *Stanwick* in the Diocese of *Peterborough* in the County of *Northampton*, and to the Vicarage of *Sharnbrook* in the Diocese of *Ely* in the County of *Bedford*: And whereas certain Parts of the Glebe or other Lands belonging to the said Livings are intended to be purchased and taken by the Company for the Purposes of the Railway; be it enacted, That it shall be lawful for the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings and they are hereby authorized and empowered to contract and agree with the said Company for the absolute Sale in Fee Simple of such Part of the Glebe or other Lands belonging to or Part of either of the said Livings as the Company are by this Act authorized to purchase, at or for such Price or Consideration in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Commissioners for the Time being and the Company, and upon Payment of such Price or Consideration, by any Deed or Writing under the Hands and Seals of the said Commissioners for the Time being to convey such Part of the said Glebe or other Lands, and the Fee Simple and Inheritance thereof, to the said Company, for the Purposes of this Act, which said Deed or Writing, being enrolled in the Office of Land Revenue Records and Enrolments, and registered in the Registry of the Diocese in which the said Livings are respectively situate, shall be effectual to vest in the Company the Lands therein or thereby expressed to be conveyed, any Act or Law to the contrary notwithstanding; and the Purchase or Consideration Money expressed in such Conveyance shall, before the Execution thereof by the said Commissioners for the Time being, be invested, by and at the Expence of the said Company, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, in the Name or Names of the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, as incorporated; and until such Annuities shall be sold for the Purposes herein-after mentioned the said Governors shall and they are hereby required from Time to Time to pay the Dividends thereof to the Ministers for the Time being of the Livings to which the Lands sold respectively belonged, according to the Rules, Orders, and Regulations of the said Governors in that Behalf with respect to the general Funds at their Disposal.

Power to Commissioners of Woods, &c. to sell Lands belonging to the Livings of Stanwick and Sharnbrook, by this Act authorized to be purchased by the Company.

XV. And be it enacted, That it shall be lawful for the said Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and they are hereby authorized and empowered, if the said Governors shall think fit, at the Request
in

Governors of Queen Anne's Bounty empowered to

lay out Purchase Money in Purchase of other Lands

in Writing of the Ministers for the Time being respectively of the said Livings, and to whom any such Dividends shall be payable, to sell the whole or any Portion of the said Bank Annuities, and to apply the Monies arising therefrom in the Purchase of other Lands convenient to be held as Part and Parcel of the said Livings respectively, and the said Governors shall cause such Lands when so purchased to be well and effectually conveyed to and vested in the Ministers for the Time being respectively of the said Livings, and their Successors respectively, to be held by them as Part and Parcel of the said Livings respectively for ever.

Mode of ascertaining Compensation to be paid for such Lands.

XVI. And be it enacted, That in ascertaining and fixing the Price or Compensation to be paid by the said Company for the Portion of the Glebe or other Lands aforesaid, every Damage which the said Livings or the Lands thereof respectively, or any Part thereof, shall or may sustain by reason or means of any Works done or which may be done by the Company, shall be computed and taken into account; and in case the Company and the said Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings shall differ in opinion with regard to such Price or Compensation, the same may be fixed and determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845:" Provided always, nevertheless, that all the Costs, Charges, and Expences incurred or to be incurred by or on behalf of the said Commissioners for the Time being in ascertaining and fixing the Amount of such Price or Compensation, howsoever or by whomsoever settled, and of the Conveyance of such Lands to the Company, and of the Enrolment and Registration of such Conveyance, and of settling the Communications to be made and maintained by the Company, as herein-after provided for, and of the Re-investment of such Price, or the Government Securities purchased therewith, in the Purchase of other Lands, by the Governors of the Bounty of Queen *Anne* for the Augmentation of the Maintenance of the Poor Clergy, and all reasonable Costs, Charges, and Expences incident to the Premises or in any way connected therewith, as well before as after the passing of this Act, shall be wholly borne and paid by the Company.

Communications to be made over Glebe Lands as Commissioners of Woods, &c. may think proper.

XVII. And be it enacted, That the Company shall and they are hereby required, at their own Costs and Charges, to make and construct such convenient Communications across, over, or under the said Railway, where it shall be carried through or over the Glebe or other Lands of or belonging to either of the said Livings, as shall in the Judgment of the Commissioners for the Time being of Her Majesty's Woods, Forests, Land Revenues, Works, and Buildings be necessary for the convenient Enjoyment and Occupation of the said Livings by the Ministers thereof respectively for the Time being, or other Lands belonging thereto respectively, and such Communications, when so made, shall at all Times be kept in good Order and Repair, by and at the Expence of the Company: Provided always, that the Mode of making and constructing such Communications, the Materials to be used in and about the same, and all Particulars relating thereto, shall be settled and determined by the Engineer for the Time being of the said Commissioners and by the Engineer for the Time being of

of the said Company, and in the event of their differing in opinion in regard thereto, then by some Third Person to be appointed by such Two Engineers, whose Decision in the Matters referred to him shall be binding on all Parties.

XVIII. And whereas it is expedient, for the better Protection of the Glebe Lands of the said Rectory of *Stanwick*, that a Deviation in the Line of the said Railway should be made as herein-after provided for; be it enacted, That in the Construction of the said Branch Railway from *Raunds* to *Irthlingborough* the said Company shall and they are hereby required to deviate from the centre Line laid down in the said Plans between the Field No. 114 in the Parish of *Raunds* and the Field No. 6 in the Parish of *Stanwick*, so as that the Line of Railway between those Points shall be carried to the furthest Extent in a Northerly Direction authorized by the Limits of Deviation laid down on the said Plans between the Fields before mentioned.

In construct-
ing Branch
Railway
Company to
deviate for
the Protec-
tion of the
Rectory of
Stanwick.

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

Saving the
Rights of the
Crown.

XX. And whereas Part of the Lands which may be required for the Purposes of this Act belong to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*; be it enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster* for the Time being to agree with the said Company for the absolute Sale in Fee Simple of the Lands, or any Part thereof, of or belonging to Her said Majesty in right of Her said Duchy, which shall be required for the Purposes of this Act, at or for such Price or Compensation in Money and upon such Terms and Conditions as shall be settled and agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey the same Lands, and the Fee Simple and Inheritance thereof, to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase Money or Consideration for the same Lands shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in England and also of His Majesty's Duchy of Lan-*

Authorizing
Sale of Lands
belonging to
the Duchy
of *Lancaster*,
and provid-
ing for Ap-
plication of
Purchase
Money.

48 G. 3. c. 73.

57 G. 3. c. 97.

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

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

XXI. And whereas Part of the Lands which may be required for the Purposes of this Act are held by Copy of Court Roll or other Customary Tenure of Honors, Manors, or Lordships belonging to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster*; be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the said Company for the Enfranchisement, subject nevertheless and without Prejudice to any Lease which may be for the Time being subsisting of any such Manor, Honor, or Lordship, of any such Copyhold or Customary Lands, and for the Release and Discharge of the same Lands of and from all or any of the Rents, Suits, and Services which by the Custom of such Manors, Honors, or Lordships
the

the same Lands may be charged with or liable to, at or for such Price or Compensation in Money, and upon such Terms and Conditions, and with such Reservations, as shall be settled and agreed upon between the said Chancellor and Council and the said Company; and in case the same Lands shall be subject and liable, jointly with any other Lands, to any such Rents, Suits, or Services, it shall be lawful for the said Chancellor and Council to agree, as well with the Company as also with the Tenant or Proprietor of such other Lands, for the Release or Apportionment of such Rents, Suits, and Services, either with or without any Consideration being paid for the same; and upon any such Agreement for Enfranchisement, Release, or Apportionment it shall be lawful for the said Chancellor and Council, by any Deed or Writing under the Seal of the said Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to release the Lands so to be enfranchised or released, as the Case may be, from all Customary Fines, Rents, Suits, and Services, or such of them or such Part or Parts thereof as shall have been agreed to be released, to the said Company and their Successors for ever, to be holden by the said Company and their Successors, as of the Honor or Manor whereof they are or were Parcel, in Free and Common Socage; and the Purchase Money or Compensation for every such Enfranchisement, and also (if any) for every such Release, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be applied and disposed of in the Manner and for the Purposes herein directed of and concerning any other Monies which shall come to his Hands by virtue of this Act; and every such Release of Lands as aforesaid, if the same shall be made previously to the Purchase or Acquisition by the Company of the Estate and Interest of the Copyhold or Customary Tenant of such Lands, shall, after such Purchase or Acquisition, operate and take effect as if the Company had been in possession of the Lands at the Time of the Execution of such Release; provided always, that the Enfranchisement of any such Copyhold or Customary Lands shall not in any other respects affect any Custom by or under which any other Copyhold or Customary Lands not required for the Purposes of this Act shall be holden; and wherever any such Release shall be made as aforesaid, the other Lands subject to such Rent, and not required for the Purposes of this Act, shall thenceforth be subject to the whole of such Rents, Suits, and Services, or to a proportionate Part thereof, (as the Case may be,) in the same Manner in all respects as the Entirety of the said Lands so previously subject to such Rent would have continued subject to the whole thereof if such Release had not been made; and all the Powers, Remedies, and Conditions subsisting previously to such Release, for Recovery of the said Rents, Suits, and Services, shall, except as against the Land so released, at all Times thereafter remain, continue, and be good, valid, and effectual in the Law to all Intents and Purposes for the whole or the proportionate Part of such Rents, Suits, and Services, (as the Case may be,) as if the Lands not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part respectively.

XXII. And

For the
Conveyance
of Waste
Lands be-
longing to
the Duchy
of Lancaster.

XXII. And whereas Part of the Lands which may be required for the Purposes of this Act are Waste or Common Lands the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* (subject to Rights of Common, or other Rights or Easements); be it enacted, That it shall be lawful for the Chancellor and Council for the Time being of Her Majesty's Duchy of *Lancaster* to agree with the Company for the absolute Sale in Fee Simple of the Estate, Right, and Interest of Her said Majesty in the Soil of the said Waste or Common Lands which may be so required for the Purposes of this Act, at or for such Price or Compensation and upon such Terms and Conditions as shall be agreed upon between the said Chancellor and Council and the said Company, and upon Payment of such Price or Compensation, by any Deed or Writing under the Seal of the Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to convey such Estate, Right, and Interest to the said Company, their Successors and Assigns, for the Purposes of this Act; and the Purchase or Compensation Money for the same shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be by him applied and disposed of in the like Manner and for the like Intents and Purposes as are in and by this Act directed and provided of and concerning any other Monies which shall come to his Hands by virtue of this Act.

Concerning
the Sale and
working of
Mines be-
longing to
the Duchy
of Lancas-
ter.

XXIII. And whereas the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* is entitled either in possession or subject to Leases granted by the said Duchy to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of this Act, or in the Neighbourhood thereof; be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway or any Part thereof, to agree with the said Company for the absolute Sale of the said Mines, Minerals, and Quarries, or any Part or Parts thereof, subject nevertheless and without Prejudice to the Lease or Leases (if any) for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions, in all respects, as may be agreed upon between the said Chancellor and Council and the said Company; and it shall be lawful for the said Chancellor and Council also to enter into any Arrangement or Agreement with the said Company concerning the working by Her said Majesty, Her Successors and Assigns, of the said Mines, Minerals, or Quarries, or any of them, or any Part or Parts thereof, whether the same may be in, under, or upon the Line of the Railway or in the Neighbourhood thereof; and the Purchase or Consideration Money for the same Mines, Minerals, or Quarries, or Part or Parts thereof, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same shall be paid and applied by him in the Manner and for the Purposes in and by this Act directed and provided concerning any

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Monies

Monies which shall come to his Hands by virtue of this Act: Provided always, that nothing in this Act contained shall extend to prevent or hinder Her said Majesty or Her Lessees from working, but, on the contrary, it shall be lawful for Her said Majesty and Her Lessees to work, as well before as after the making of the Railway, any such Mines, Minerals, or Quarries, or any Part or Parts thereof, whether the same shall be situate in, under, or upon the Line of the said Railway or in the Neighbourhood thereof, nor to make Her said Majesty, Her Heirs or Successors, in any way liable for any Damage which may be done to or on the Railway by the working of any such Mines, Minerals, or Quarries, unless the said Chancellor and Council shall have expressly agreed in Writing with the said Company that the said Duchy shall become so liable, and then to the Extent (if any) only and in the Manner in such Agreement specified and provided; provided also, that it shall not be lawful for the Company by reason of any such Conveyance to work, get, or use any such Mines, Minerals, or Quarries, (except so far as may be necessary in making the Railway,) unless they shall in the Conveyance or Assurance thereof be expressly authorized by the said Chancellor and Council so to do, and then to the Extent only which shall be so authorized.

XXIV. And be it enacted, That every Deed or Writing whereby any Lands, Hereditaments, Estate, Right, or Interest shall be conveyed or assured by the said Chancellor and Council of Her said Majesty's Duchy of *Lancaster*, by virtue of the Powers of this Act, being enrolled in the Court of the Duchy Chamber of *Lancaster* within Six Calendar Months from the Date thereof, shall be effectual to vest in the said Company the Lands, Hereditaments, and Premises thereby expressed to be granted, conveyed, or assured, any thing contained in the Act passed in the First Year of Her Majesty Queen *Anne*, intituled *An Act for the better Support of Her Majesty's Household and the Honour and Dignity of the Crown*, or in any other Act, to the contrary in anywise notwithstanding.

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

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

XXV. And whereas the said Railway is intended to be carried over the *Northampton Arm* or Branch of the *Grand Junction Canal* in the Parish of *Hardingstone* in the County of *Northampton*, and it is also intended to divert the said Canal and Towing Path in the said Parish of *Hardingstone*, and to carry the said Railway over such Diversion, and by reason of such intended Diversion it is expedient that a certain Lock in the said Canal called or known by the Number 17 should be taken down and removed Six hundred Yards or thereabouts nearer to a certain Lock on the said Canal called or known by the Number 16; be it therefore enacted, That in case the said intended Diversion should be made the said Railway Company shall and they are hereby authorized and required to take down and remove the said Lock on the said Canal called or known by the Number 17, and cause another Lock to be erected instead thereof on the said Canal, Six hundred Yards or thereabouts nearer to the said Lock called or known by the Number 16, and all Works and Operations whatsoever which in the Opinion of the Engineer for the Time being of the Company of Proprietors of the *Grand Junction Canal*

Power to remove a certain Lock on the Grand Junction Canal.

[Local.]

20 M

may

may be necessary in consequence of such Removal and Re-construction of the said Lock shall be done and executed in all things, by and at the Expence of the said Railway Company, to the Satisfaction of the said Engineer for the Time being of the said Canal Company.

As to Diver-
sion of
Canal.

XXVI. And be it enacted, That in case of making the said Diversion the said Railway Company shall and they are hereby required to execute all the necessary Works for that Purpose, and for making the new Line of the said Canal and Towing Path, and Works connected therewith, at their own Expence, in all things to the Satisfaction of the Engineer for the Time being of the said Canal Company; and the said new Line of Canal and Towing Path, when certified by the said Engineer for the Time being of the said Canal Company to be in a fit State for Use and Adoption by the said Canal Company, shall become the Property of the said Canal Company, and they shall thereupon have the same Rights, Powers, Privileges, and Property in and over such Line as they had over the old Line of Canal and Towing Path, and from thenceforth the old Line of Canal shall become the Property of the said Railway Company.

Directing
Mode of
erecting
Bridges over
the Grand
Junction
Canal.

XXVII. And be it enacted, That in carrying the said Railway over the said *Grand Junction* Canal the said Railway Company shall and they are hereby required, at every Place where they shall cross the said Canal or any Part thereof, at their own Expence, and to the Satisfaction of the Engineer for the Time being of the said Canal Company, to make and at all Times for ever thereafter to maintain and keep in perfect Repair a good and substantial Bridge over the said Canal and the Towing Path thereto, with proper Approaches to such Bridge, and the Soffit of such Bridge shall be at least Ten Feet above the Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing Path shall be less than Eight Feet above the said Top-water Level of the said Canal, and such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-one Feet for the Waterway in the Middle or deep Part of the said Canal, or in such Place as shall be directed by the Engineer for the Time being of the said Canal Company, and Nine Feet for the Towing Path under such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge over the said *Grand Junction* Canal, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times, to leave an open and uninterrupted navigable Waterway in the said Canal of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of the said Bridge and of the new Towing Path along the same, up to One Foot above the Top-water Level of the said Canal, and which Time for constructing the said Waterway shall not exceed Thirty Days, nor less than Twenty-one Feet for the said Waterway and Nine Feet for the said Towing Path be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge, and that the present Towing Path shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground

made

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

XXVIII. And be it enacted, That if by reason of any Accident, or in the Execution of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any of such Works, or of any of the said Bridges over the said *Grand Junction* Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the Main or Branch Line of the said Canal or the Towing Path thereof shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage or shall not be able to pass along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than herein is prescribed, then and in 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.

In case of Obstruction to the *Grand Junction* Canal, Company to pay certain Damages.

XXIX. Provided always, and be it enacted, That if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants, or of Persons employed by the said Railway Company, the said Railway Company shall pay to the said *Grand Junction* Canal Company the Sum of Thirty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary, or any of the Directors of the said Railway Company, the said *Grand Junction* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of the Superior Courts at *Westminster*; and in case any of the Bridges to be erected for the said Railway over the said *Grand Junction* Canal, or the Towing Path Walls under the said Bridges, or the several Approaches, Side Slopes, or Banks of the said Railway next to the said Canal, or any of them or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said *Grand Junction* Canal Company to do the needful Repair, and to recover the Amount of the Expences from the said Railway Company, by Action of Debt or on the Case, with full Costs of Suit, in any of the said Superior Courts.

Further Payment to be made if Obstruction exceed 72 Hours.

XXX. And be it enacted, 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 Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damages shall be brought as above mentioned,

Act not to prevent *Grand Junction* Canal Company from suing for special Damages.

tioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the *Grand Junction* Canal Company, and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said *Grand Junction* Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties, after any Judgment shall have been obtained by them for any special Damages in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

Saving the
Rights of the
Grand Junction
Canal.

XXXI. And be it 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 the Proprietors of the said *Grand Junction* Canal, further or otherwise than as herein provided, 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 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 delineated in the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Northampton*, of which Deviation any of the Locks, Lock-houses, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works belonging to the said *Grand Junction* Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said *Grand Junction* Canal Company in Writing under their Common Seal first had and obtained.

Saving the
Rights of
Proprietors
of the Ouze
Navigation.

XXXII. And whereas the said Railway is intended to be carried over the River *Ouze* near to *Huntingdon Bridge* in the County of *Huntingdon*, and it is expedient to provide against Obstructions and Injuries being occasioned thereby to the free Navigation of the said River; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, or take away any of the Rights, Privileges, Powers, or Authorities of the Proprietor or Proprietors of the Navigation, or to authorize or empower the said Railway Company to alter the Line or Level of the said River, or of the Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said River or any Part thereof, save and except as far as the same Rights, Privileges, or Authorities are altered or interfered with by this Act for the necessary Purposes of executing and using the said Railway or the several other Works connected therewith by this Act authorized to be made.

Bridge carrying
Railway over

XXXIII. And be it enacted, with respect to the Bridge for carrying the Railway over the said *Ouze* Navigation, That the Company shall,

shall, at their own Expence, make, and at all Times thereafter maintain and keep in perfect Repair, a good and substantial Bridge over the said River and the Towing Path thereto, and the Soffit of such Bridge shall be at least Ten Feet above the ordinary Top-water Level of the River throughout the whole of the Opening for Navigation, and such Opening shall be left in the Bridge of not less than Forty Feet, including the Towing Path, and measured at Right Angles therewith; and the said Company shall make and maintain under such Bridge, and for Twenty Yards on each Side thereof, a good and sufficient Towing Path of the Width of Nine Feet at the least, properly made and gravelled for Horses; and the Company shall and they are hereby required, during the Construction of such Bridge, and during any Repair or Renewal thereof, at all Times to leave an open and uninterrupted navigable Waterway in the said River of not less than Fourteen Feet in Width, and a Towing Path of not less than Six Feet, properly made and fit for the Passage of Horses along the same.

Ouze Navigation to be made and maintained at Expence of Company.

XXXIV. And be it enacted, That if the said Bridge shall not be kept in good Repair, whereby the Navigation of the *Ouze* shall be injured by the Company, it shall be lawful for the Proprietors of the Navigation to do the needful Repairs and Works, and to recover the Amount of the Expences thereof from the said Company by Action of Debt or on the Case, with full Costs of Suit, to be taxed as between Attorney and Client, in any of Her Majesty's Courts of Record at *Westminster*.

In case Bridge is not kept in repair, Proprietors of Ouze Navigation may recover Amount.

XXXV. And be it enacted, That in constructing the Railway across the said River *Ouze* the same shall be constructed upon Piles or Arches for the Distance of One hundred and fifty Yards at the least, and the Opening for the Passage of Boats shall be set parallel with the Stream, unless the Agent of the said Proprietor for the Time being shall otherwise agree or direct in Writing.

Railway to be on Piles or Arches in crossing River Ouze.

XXXVI. And be it enacted, That if at any Time after the said Railway shall have been completed any Injury or Damage shall arise to the said Navigation from the Formation of the Bridge or other Works of the said Railway connected therewith which may not have been foreseen or provided for by this Act, the said Company shall make good and repair such Injury or Damage immediately after the Discovery thereof, and also make full Compensation for such Injury or Damage, and shall also take such Measures for the Prevention of any future Injury as shall be deemed necessary by some competent Engineer or Engineers, to be chosen by the Proprietor or Proprietors of the said Navigation and the said Company jointly, or otherwise by Two Engineers, one to be appointed by each Party, and in case of their Disagreement, by an Umpire to be appointed by such Two, and such Damage and Compensation to be recovered by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Company to make good any Injury done to the Navigation by their Works.

XXXVII. And be it enacted, That if by reason of any Accident to the said Railway or Bridge, or by reason of the bad State of Repair

Penalties for obstructing Ouze Navigation.

of the said Bridge, or from any other Cause affecting any of the Slopes, Banks, or Walls of the said Railway near the said River, it shall happen that the said *Ouze* Navigation or the Towing Path thereof shall be obstructed so that the Boats, Barges, or other Vessels navigating or using the said River shall be delayed or impeded in their Passage along the same, or in case the navigable Waterway and Towing Path herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein is prescribed, then and in every such Case the said Company shall pay to the Person so aggrieved the full Amount of the Loss or Damage thereby sustained: Provided always, that if such Obstruction shall continue beyond Forty-eight consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the said Company, then and in every such Case the said Company shall pay to the Party so aggrieved the Sum of Five Pounds for every Day during which the Obstruction shall continue beyond the first Forty-eight Hours, 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 in Writing made on the Treasurer or other principal Officer of the said Company, the said Party so aggrieved may sue for and recover the same, together with full Costs of Suit, against the said Company, by Action of Debt or on the Case in any of Her Majesty's Courts of Record at *Westminster*.

Penalty for neglecting to raise Banks of *Ouze* Navigation.

XXXVIII. And be it enacted, That if the Company shall neglect or refuse to raise the Banks or to stop the Soakage for the Space of Fourteen Days after Notice requiring them so to do, duly served as aforesaid, they shall be subject to a Penalty not being less than One Pound for every Hour during which the same or any similar or like Obstruction, or such Damage or Injury occasioned thereby, shall at any Time occur, remain, or happen after the Expiration of Fourteen Days, which Penalty may be recovered against the said Company, by the Proprietors of the said *Ouze* Navigation, by Action of Debt in any of the Superior Courts.

Saving Rights of Commissioners of the *Nen* Navigation.

XXXIX. And whereas the said Railway is intended to be carried over or near to the Western Division of the River *Nen* Navigation, and to the Wharfs, Stanches, Watergates, Embankments, and other Works thereof, and it is expedient to provide against Obstructions and Injuries being occasioned thereby to the free Navigation of the said River, or to the Waterway or Works thereof; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Commissioners of the said Western Division of the said *Nen* Navigation, or to authorize or empower the said Railway Company to alter the Line or Level of the said River, or the Towing Paths thereto, or any Part thereof, or to obstruct the Navigation of the said River or any Part thereof, or to divert any of the Waters therein, or which now supply the said River, or to injure any of the Works thereof; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway beyond the Limits of Deviation marked

on the Maps or Plans of the said Railway deposited with the Clerk of the Peace for the County of *Northampton*, by which Deviation any of the Locks, Stanches, Towing Paths, Bridges, Banks, Streams, Brooks, or Feeders, or any of the Works of or belonging to the said Navigation, or any Part thereof respectively, shall be taken, used, damaged, or contracted, without the Consent in Writing of the Commissioners of the said Western Division of the said *Nen* Navigation first had and obtained.

XL. And be it enacted, That in carrying the said Railway over the said *Nen* Navigation the said Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over the said River and the Towing Path thereto, and the Soffit of each such Bridge shall be at least Ten Feet above the ordinary Top-water Level of the River throughout the whole of the Navigation Opening, and such Opening shall be left under each such Bridge of not less than Thirty Feet next to and including the Towing Path, and measured at Right Angles therewith; and the said Company shall make and maintain under each such Bridge, and for Twenty Yards on each Side thereof, a good and sufficient Towing Path of the Width of Six Feet at the least, properly gravelled, stoned, or made and kept sound for the Passage of Horses, and shall pile or otherwise embank the same against the said River, and the said Towing Path shall, if required by the said Commissioners, be constructed or embanked out into the said River, so as to prevent the Boats or Barges from being withdrawn out of their usual Course, and the Width of each such Bridge shall, if necessary, be proportionably increased, and the River by the Side of the Towing Path deepened, and kept of a proper Depth, at the Expence of the said Railway Company, so as to form no Obstruction at any Time to the free Passage of the Water, or of the Barges or other Vessels navigating the said River, and such Bridge and Towing Path shall be completed to the Satisfaction of the said Commissioners; and the said Company shall and they are hereby required during the Progress of constructing each such Bridge over the said *Nen* Navigation, and of the necessary Repairs or Renewal thereof, from Time to Time and at all Times to leave an open and uninterrupted navigable Waterway in the said River of not less than Fourteen Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of each of the said Bridges, and a Towing Path of not less than Six Feet, properly gravelled and made good, fit for the Passage of Horses along the same, up to One Foot above the ordinary Top-water Level of the said River, and which Time shall not exceed Twenty-one Days.

Bridge carrying Railway over *Nen* Navigation to be maintained at the Expence of Company.

XLI. And be it enacted, That wherever the said Railway shall cross the River *Nen* the same shall be constructed upon Piles or Arches for One hundred and fifty Yards at the least, including the Bridge over the River, or otherwise the Channel of the River shall be enlarged, and Arches or Openings made at the River, and in the lowest Part of the cross Section of the Valley, sufficiently capacious to carry the Flood Waters without impounding or keeping up the same, and

Railway to be on Piles or Arches in crossing the River.

and where any Dikes or Openings shall be made by the Side of the said Railway the same shall not be cut or opened nearer to the said River than Fifty Yards, unless the said Commissioners shall otherwise agree or direct in Writing.

Not to interfere with Flow of Water of Nen Navigation.

XLII. And be it enacted, That the said Company shall not in the Formation of the said Railway, or of any Wharfs or other Works to be made or done in pursuance of this Act, interfere with the Flow of Water to or from the said River *Nen*, further than shall be unavoidably necessary; and the said Company shall and they are hereby required, at their own Expence, to make such Dams, Works, Culverts, Drains, Watercourses, or other Passages as shall be sufficient at all Times to prevent the Water being withdrawn from the said River by any of the Dykes, Culverts, or other Works of the said Railway, and to convey the Water from the Lands lying near or adjoining to the said River *Nen*, as clearly as before the Formation of the said Railway, or any Station, Wharf, or other Works to be made or done in pursuance of this Act, without obstructing, impounding, or carrying away the same Water, to the Prejudice of any of the said Lands or the said *Nen* Navigation, or of the Mills adjoining the same, and all such Dams, Works, Culverts, Drains, Watercourses, or other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company.

Penalties for obstructing Nen Navigation.

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

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

XLIV. And be it enacted, That if at any Time after the said Railway shall have been completed any Injury or Damage shall arise to the said *Nen* Navigation, or to the Waterway thereof, or to the Streams, Brooks, or Flood Waters flowing therefrom or connected therewith, from the Formation of the said Bridges, Embankments, Ditches, Culverts, or other Works of the said Railway, the said Company shall make good and repair such Injury or Damage immediately after the Discovery thereof, and also make full Compensation for such Injury or Damage, and shall also take such Measures for the Prevention of any future Injury as shall be deemed necessary by some competent Engineer or Engineers to be chosen by the Commissioners of the said Navigation and the said Company, or by some Third Party to be named by them as Umpire, and the Amount of such Damage or Compensation shall from Time to Time be ascertained by Arbitra-

Company to
make good
all Injury to
the *Nen*
Navigation.

tion in the Manner provided by the "Railways Clauses Consolidation Act, 1845," and be recovered by all or any of the Ways or Means by which any Damage or Compensation is made recoverable by this Act; and all Works which by this Act are required to be done in respect of the said Navigation shall be done to the Satisfaction of the Surveyor to the said Commissioners.

Commis-
sioners may
sue and be
sued in the
Name of
their Clerk.

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

Powers
given to
Commis-
sioners of
Nen Naviga-
tion may be
exercised by
any Three of
them.

XLVI. And be it enacted, That all and every the Powers and Remedies which by this Act are given to or which shall require to be exercised by or on behalf of the said Commissioners of the Western Division of the *Nen* Navigation, and all Acts which shall require to be done in respect of the said Navigation, shall and may be respectively done, performed, and exercised by any Three or more of the said Commissioners who shall from Time to Time be chosen for the Purposes of this Act at any Meeting of the said Commissioners duly called for the Transaction of the Business of the said Navigation, and the said Three Commissioners so chosen as aforesaid are hereby authorized to make and enter into all such Agreements and Arrangements as may be necessary for the Purposes of this Act; and all lawful and reasonable Expences incurred by the said Commissioners in relation to this Act during the Formation of the said Railway shall be borne and paid by the Proprietors and Undertakers of the said Railway.

Junction
with the Ely
and Hunt-
ingdon Rail-
way to be
made under
the joint
Superin-
tendence of
Engineers of
both Com-
panies.

XLVII. And be it enacted, That the Junction with the *Ely and Huntingdon* Railway hereby authorized to be made, and all such Openings in the Ledges or Flanches of the said Railway as may be necessary or convenient for effecting such Junction, shall be made under the joint Direction and Superintendence of the Engineer for the Time being of the *Ely and Huntingdon* Railway Company and the Engineer for the Time being of the *Midland* Railway Company, and if any Dispute or Difference shall arise between such Two Engineers, then by a Third Engineer to be appointed by such Two as Umpire between them; but if in any such Case of Dispute the said Two Engineers shall be unable to agree upon an Umpire, or either of them shall, for Seven Days after Request from the other, neglect or refuse to concur in the Appointment of an Umpire, the Point in dispute shall be determined by an Umpire to be appointed by the Railway Commissioners on the Application of either of such Two Engineers, and the Decision of such last-mentioned Umpire in the Matter or Matters referred to him shall be final.

XLVIII. And

XLVIII. And be it enacted, That nothing in this Act contained shall extend to authorize or enable the *Midland* Railway Company to take or enter upon any of the Lands or Grounds of the said *Ely and Huntingdon* Railway Company, or which the said Company are by the "*Ely and Huntingdon* Railway Act, 1845," or any Act incorporated therewith, authorized to purchase and take, or to alter, vary, or interfere with the said *Ely and Huntingdon* Railway, or any of the Works thereof, without the Consent in Writing of the *Ely and Huntingdon* Railway Company in every Instance for that Purpose first had and obtained, except so far as shall be necessary for effecting such Junction as herein-before is mentioned, and also for providing a proper and convenient Station in the Parish of *Godmanchester*, in case the principal Station of the said *Ely and Huntingdon* Railway Company for the Town of *Huntingdon* shall not be constructed within the said Parish.

Not to take Lands, &c. of the *Ely and Huntingdon* Railway Company without Consent.

XLIX. Provided always, and be it enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away, further or otherwise than is herein expressly authorized, any of the Rights, Privileges, Powers, or Authorities vested in the *Ely and Huntingdon* Railway Company.

Saving the Rights of the *Ely and Huntingdon* Railway Company.

L. And be it enacted, That the Railway hereby authorized to communicate with the *Bedford* Railway, and also with the *Northampton and Peterborough* Branch and the *Rugby and Stamford* Branch of the *London and North-western* Railway, shall communicate therewith at the respective Points where according to the Plan deposited as in this Act mentioned such Railway appears to communicate therewith, and at no other Point, without the Consent in Writing of the *Bedford* Railway Company or of the *London and North-western* Railway Company, as the Case may be, under their Common Seal; and that all Communications between the said Railway hereby authorized and the said *Bedford* Railway, and also the said *Northampton and Peterborough* Branch and the *Rugby and Stamford* Branch of the *London and North-western* Railway, shall be effected in a substantial and workmanlike Manner, by means of connexion Rails and Points, of the Construction and laid in the Manner most approved from Time to Time, and to the entire Satisfaction of the Engineers for the Time being of the said *Bedford* Railway Company and the said *London and North-western* Railway Company respectively.

As to Communications with certain Railways.

LI. And be it enacted, That the Expence of the Communications hereby authorized with the *Bedford* Railway, and also with the *Northampton and Peterborough* Branch and the *Rugby and Stamford* Branch of the *London and North-western* Railway, and of all necessary Openings in the Rails thereof respectively, and of all other Works which may from Time to Time be requisite for effecting, altering, amending, repairing, and maintaining such Rails and Points, and of regulating and adjusting the same, and also of Bridges and other Works necessary for carrying the said Railway hereby authorized over or under the said Railway and Branch Railways respectively, and also of keeping the same in repair, shall be borne and paid by the *Midland* Railway Company; and that all such Communications, Openings,

Communications with the *Bedford* Railway to be made at the Expence of the *Midland* Railway Company.

Openings, Crossings, Bridges, and other Works shall not only be in the first instance made and done, but shall also from Time to Time be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the said *Bedford* Railway Company and the *London and North-western* Railway Company respectively on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure the said *Bedford* Railway or the said Branch Railways of the *London and North-western* Railway Company respectively, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Company not to take or interfere with the Property of the *London and North-western* Railway Company or of the *Bedford* Railway Company.

LII. And be it enacted, That, notwithstanding any thing in this Act contained, it shall not be lawful for the *Midland* Railway Company, or for any other Company, or for any Person acting under or in execution of this Act, or for any other Purpose, either permanently or temporarily, to enter upon, take, or use any of the Land or Property of the said *London and North-western* Railway Company or the said *Bedford* Railway Company respectively, or which they have Power to take under their respective Acts of Parliament, or in any Manner to alter, vary, or interfere with the said *London and North-western* Railway or the said *Bedford* Railway respectively, or any of the Works appertaining thereto, save only for the Purpose of effecting the several Crossings of such Railways and the Junctions therewith respectively by this Act authorized, or for the Purpose of forming Stations or Sidings on such Lands as shall not be actually required for that Purpose by the said *London and North-western* Railway Company or the said *Bedford* Railway Company, as the Case may be.

Saving the Rights of the above-named Companies.

LIII. And be it enacted, That nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *London and North-western* Railway Company or the *Bedford* Railway Company respectively, but all their Rights, Privileges, Powers, Franchises, and Authorities under their several Acts of Parliament and otherwise are hereby expressly saved and reserved, not only as against and with respect to the said *Midland* Railway Company, but also as against and with respect to all other Companies and Persons whomsoever.

Restriction of Powers as to Line between *Hitchin* and *Arlsey*.

LIV. Provided always, and be it enacted, That it shall not be lawful for the said Company, under the Powers of this Act, to purchase any Lands or construct any Works between the Termination of the said Railway by this Act authorized at *Hitchin* aforesaid and the most Northern Point in the Parish of *Arlsey* where the said Railway as authorized to be made by this Act might be united with the Line of the *Great Northern* Railway as at present authorized to be made, if within Three Years from the passing of this Act the said *Great Northern* Railway between *Hitchin* and the said Point in the Parish of *Arlsey* shall have been completed so as to admit of the Passage of Engines and Carriages thereon, and also if the said *Great Northern* Railway Company shall be willing to admit and shall admit

of the Passage of the Engines and Carriages of the said *Midland* Railway Company at all seasonable and proper Times over and along the said Portion of the *Great Northern* Railway, and shall allow to the said *Midland* Railway Company the Use of all Stations, Sidings, Watering Places, and other Conveniences belonging to the said *Great Northern* Railway Company at *Hitchin*, or at any intermediate Point between *Hitchin* aforesaid and the said Point in the Parish of *Arlsey*, subject to the Payment of such reasonable Tolls, and to such Terms, Conditions, and Regulations as in the event of Difference between the said Two Companies may be settled and determined by the Government Railway Commissioners for the Time being, or in case of their Refusal to act then by Arbitration between the said Companies in manner provided by the said "Railways Clauses Consolidation Act," and shall enter into a Contract under their Common Seal for carrying into effect such Conditions in that Behalf as shall either have been mutually agreed upon by the said Two Companies, or shall have been settled and determined by the said Government Railway Commissioners, or by Arbitration, as aforesaid.

LV. And be it enacted, That the *Midland* Railway Company shall provide a reasonable Number of Trains daily to meet the Trains of the *Great Northern* Railway, and to convey the Traffic to and from the last-named Railway to and from the Railway hereby authorized and the Towns and Places thereupon; and if any Dispute shall arise as to the Number of such Trains, or the Nature and Extent of the Accommodation afforded thereby, or the Hours at which they should start or arrive, such Dispute shall be decided by the Commissioners of Railways.

Midland
Railway
Company to
provide
Trains to
meet Great
Northern
Railway.

LVI. And whereas the Railway to *Huntingdon* by this Act authorized to be made is proposed to cross the intended Line of the *Great Northern* Railway near the proposed *Huntingdon* Station thereon; be it therefore enacted, That the said *Midland* Railway Company shall form and maintain such connecting Lines at or near the Point of crossing the said *Great Northern* Railway as may be necessary for the convenient Passage of Engines and Carriages to and from the said *Huntingdon* Station from and to the said Line of Railway by this Act authorized; and if any Difference shall arise between the said Two Companies as to the Sufficiency of such connecting Lines, the same shall be referred to some independent Engineer, to be appointed by the said Government Railway Commissioners, whose Decision shall be final: Provided always, that if the *Great Northern* Railway shall be completed at *Huntingdon* before the Formation of the Railway by this Act authorized, all Junctions and Crossings of the Rails of the *Great Northern* Railway by the Rails of the *Midland* Railway Company shall be made at the Expence of the said *Midland* Railway Company, but under the Direction of the Engineer for the Time being of the *Great Northern* Railway Company.

Connecting
Lines with
Great North-
ern Railway
at Hunting-
don.

Proviso.

LVII. And be it enacted, That, notwithstanding any thing herein contained, it shall not be lawful for the said *Midland* Railway Company to take or use any of the Land purchased by the said *Great Northern*

For Protec-
tion of Sta-
tion Lands
of Great

Northern
Railway at
Huntingdon.

Northern Railway Company for the Purpose of forming a Station for and contiguous to the Borough of *Huntingdon*, notwithstanding the same may be inserted in the Plans and Book of Reference so deposited as aforesaid, without the Consent of the said *Great Northern* Railway Company, except such Parts thereof as may be necessary for the Formation of the Line of Railway by this Act authorized, according to the Plans and Sections deposited as aforesaid, and for effecting the crossing of the said *Great Northern* Railway, and the Junctions therewith, herein-before mentioned, or for forming a Station or Sidings on such Parts thereof as may not be actually required for that Purpose by the said *Great Northern* Railway Company; and if any Dispute shall arise as to the actual Requirement by the *Great Northern* Railway Company of any such Lands, the same shall be determined by the Engineer of the *Great Northern* Railway Company and the Engineer of the *Midland* Railway Company, or in case of their Disagreement by their Umpire, and the Provisions of the "Companies Clauses Consolidation Act, 1845," shall apply to such Arbitration: Provided always, that in the Formation of such Line through the Field numbered 5^a on the said Plans in the Parish of *Saint John, Huntingdon*, the Company shall deviate the same from the centre Line laid down on such Plans in a Northwardly Direction to the Extent of Sixty Yards at the Western Extremity and Forty Yards at the Eastern Extremity of the said Field.

Regulating
the crossing
of Great
Northern
Railway on
the Level.

LVIII. And be it enacted That it shall not be lawful for the *Midland* Railway Company, or for any Person using their Railway, to cross the *Great Northern* Railway, with any Engines or Carriages, excepting by such Means and at such Speed and under such Conditions as the Commissioners of Railways shall determine; and if any Engines or Carriages employed on the said Railway hereby authorized shall cross the said *Great Northern* Railway otherwise than as the said Commissioners of Railways shall direct, the *Midland* Railway Company shall be liable for every such Default to a Penalty of Fifty Pounds, payable to the *Great Northern* Railway Company.

Precaution
against Dan-
ger to Great
Northern
Railway.

LIX. And be it enacted, That the *Midland* Railway Company shall not in any Manner interfere with the *Great Northern* Railway, or any of the Lands or Works belonging thereto, except only according to such Plans and in such Manner as shall be approved of by the Engineer for the Time being of the *Great Northern* Railway Company; and all Works in connexion with the said *Great Northern* Railway shall be conducted, at the Expence of the *Midland* Railway Company, under the Superintendence and Direction of the said last-mentioned Engineer, and in such Manner as not in any Manner to endanger or interfere with the Security of the *Great Northern* Railway, or to impede the Traffic thereon; and it shall be lawful for the said *Great Northern* Railway Company to require all such Precautions to be taken by the *Midland* Railway Company, and all such Works to be constructed by them, and at their Expence, and for ever thereafter to be maintained by them, as may seem to the Engineer of the *Great Northern* Railway Company expedient for protecting the Railway from Injury, or the Traffic thereon from Interruption.

LX. Provided always, and be it enacted, That if any Difference shall arise between the Two Companies touching the Necessity or Expediency of any Works required by the said *Great Northern Railway Company*, such Difference shall be referred to Arbitration in the usual Manner, the Umpire, in case of Difference, being appointed by the Commissioners of Railways, on the Application of the Company or of either of the said Companies; but in the event of any such Difference it shall not be lawful for the *Midland Railway Company* to proceed with any Works in respect of which such Difference shall have arisen until such Difference shall have been settled, either by Agreement between the Parties, or by the Award made on such Arbitration as aforesaid.

Arbitration
in case of
Difference as
to Works.

LXI. And be it enacted, That if by reason of any of the Works or Proceedings of the *Midland Railway Company* the said *Great Northern Railway* or any of the Works connected therewith respectively shall be injured or damaged, such Injury or Damage shall be forthwith made good by the *Midland Railway Company*, at their own Expence, or in the event of their failing so to do, then the *Great Northern Railway Company* may make good such Injury or Damage, and recover the Expence thereof against the *Midland Railway Company*; and if any Interruption shall be occasioned to the Traffic on the *Great Northern Railway* by reason of any of the Operations of the *Midland Railway Company*, the said Company shall pay to the *Great Northern Railway Company* the Sum of Fifty Pounds *per Hour*, by way of Penalty, for every Hour during which such Interruption shall continue, and shall, in addition, repay to such last-mentioned Company all Costs and Expences to which they may be put by reason of such Interruption, as well as full Compensation for the Inconvenience sustained by them by reason of such Interruption.

Damage to
be made
good, and a
Penalty for
interrupting
Traffic on
Great North-
ern Railway.

LXII. And be it enacted, That, notwithstanding any thing in this Act contained to the contrary, it shall not be lawful for the *Midland Railway Company*, or for any other Person or Persons, either for or in execution of this Act or for any other Purpose or in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Lands or Property of the said *Great Northern Railway Company*, or in any Manner to alter, vary, or interfere with the said Railway belonging to them, or any of the Works appertaining thereto, save only in the Manner and for the Purposes authorized by this Act.

Land of the
Great North-
ern Railway
Company
not to be
taken.

LXIII. And be it enacted, That, except as by this Act specifically expressed, 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, Privileges, Powers, Franchises, or Authorities of or vested in or belonging to the said *Great Northern Railway Company*, but all the Rights, Privileges, Powers, Franchises, and Authorities of the *Great Northern Railway Company* under their several Acts of Parliament or otherwise are hereby expressly saved and reserved, not only as against and with respect to the *Midland Railway Company*, but also as against and with respect to all other Companies and Persons whomsoever.

Saving the
Rights of the
Great North-
ern Railway
Company.

LXIV. Pro-

Saving the
Rights of the
Crown and
the Duchy
of Lancaster.

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

Tolls.

8 & 9 Vict.
c. 56.

LXV. And be it enacted, That it shall be lawful for the said *Midland Railway Company* to demand and receive, in respect of the Use of the Railways and Branch Railways by this Act authorized to be made, such Tolls and Charges as they are authorized to demand and receive in respect of the Use of the said *Midland Railway*, but not exceeding in Amount the Tolls and Charges which the same Company are authorized to demand and receive in respect of the Use of the *Syston and Peterborough Line* of the said Railway under and by virtue of an Act passed in the Eighth and Ninth Years of the Reign of Her present Majesty, called "*Midland Railway (Syston to Peterborough) Act, 1845.*"

Passengers
Luggage.

LXVI. And be it enacted, That every Passenger travelling upon the said Railways and Branch Railways hereby authorized to be made may take with him his ordinary Luggage, not exceeding One hundred and fifty Pounds in Weight for First-class Passengers, and One hundred Pounds in Weight for Second and Third Class Passengers, without any Charge being made for the Carriage thereof.

Land for ex-
traordinary
Purposes.

LXVII. And be it enacted, That it shall be lawful for the Company to purchase any Quantity of Lands for extraordinary Purposes not exceeding Fifty Acres.

Limiting
Period for
compulsory
Purchase of
Lands.

LXVIII. And be it enacted, That the Powers of the said Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Five Years from the passing of this Act, as to so much of the Line as lies between the Parishes of *Arlsey* and *Hitchin* inclusive, and Three Years from the passing of this Act as to the rest of the Line.

Period for
Completion
of Works.

LXIX. And be it enacted, That the Part of the Railway lying between the Parishes of *Arlsey* and *Hitchin* inclusive shall be completed within Seven Years after the passing of this Act, and the rest of the Railway and Branches by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of such Periods respectively the Powers by this and the said recited Acts granted to the said Company for executing the said Railways and Branches shall cease to be exercised, except as to so much of the said Railways and Branches respectively as shall then be completed.

Expences of
Act.

LXX. And be it enacted, That all Costs, Charges, and Expences attending the passing of this Act or incidental thereto shall be paid by the said *Midland Railway Company*, *pari passu* with the Costs, Charges, and Expences of every other Act of Parliament passed in the present Session

Session to which they may be liable, out of the first Money which shall come to their Hands, and in preference to every other Payment whatsoever.

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

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

LXXII. Provided always, and be it enacted, That nothing herein contained shall be deemed or construed to exempt the Railway and Branch Railways by this Act authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act.

Railways to be subject to Provisions of any future general Act.

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

Public Act.

The SCHEDULE to which this Act refers.

(X.)

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

In witness, &c.

LONDON: Printed by GEORGE E. EYRE and WILLIAM SPOTTISWOODE,
 Printers to the Queen's most Excellent Majesty. 1847.