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## *Cap. cclx.*

An Act for authorizing the *Bedford and Northampton* Railway Company to construct new Lines of Railway; to abandon Portions of their authorized Line; and for other Purposes. [23d July 1866.]

**W**HEREAS by "The *Bedford and Northampton* Railway Act, 1865," (in this Act called the Act of 1865,) the *Bedford and Northampton* Railway Company (in this Act called the Company) were incorporated, and were authorized to raise a Capital of Four hundred thousand Pounds, and to borrow on Mortgage not exceeding One hundred and thirty-three thousand Pounds, and to make the *Bedford and Northampton* Railway, consisting of Five Lines of Railway; (that is to say,) 28 & 29 Vict.  
c. cclv.

A Railway (No. 1.) commencing in the Parish of *Bromham* in the County of *Bedford* by a Junction with the *Leicester and Hitchen* Branch of the *Midland* Railway, and terminating in the Parish of *All Saints* in the Town and Borough of *Northampton*:

A Railway (No. 2.) commencing in the Parish of *Hardingstone* in the County of *Northampton* by a Junction with Railway (No. 1.), and terminating in the said Parish of *Hardingstone* by a Junction with the Railway of the *London and North-western* Railway Company from *Blisworth* to *Peterborough*:

[*Local.*]

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A Railway (No. 3.) commencing in the said Parish of *Hardingstone* by a Junction with Railway (No. 1.), and terminating in the said Parish of *Hardingstone* by a Junction with the said Railway of the *London and North-western Railway Company* from *Blisworth* to *Peterborough*:

A Railway (No. 4.) commencing in the Parish of *All Saints* in the Town and Borough of *Northampton* by a Junction with Railway (No. 1.) at the Termination thereof, and terminating in the Parish of *All Saints* in the said Town and Borough of *Northampton* by a Junction with Railway (No. 5.):

A Railway (No. 5.) commencing in the Parish of *All Saints* in the Town and Borough of *Northampton* by a Junction with Railway (No. 4.), and terminating in the said Parish of *Hardingstone* by a Junction with the said *Northampton and Market Harborough Branch* of the *London and North-western Railway*; and Working and Traffic Arrangements between the Company and the *Midland Railway Company* were authorized:

And whereas since the passing of the Act of 1865 it has been ascertained that the Purposes intended to be served by the Railways Nos. 2. and 3. and a Portion of the Railway No. 1. respectively thereby authorized might be better served by making, by way of Substitution for the same, the Railways by this Act authorized, and it is expedient that the Company be authorized to make and maintain the said Railways, and to abandon the making of the authorized Railways Nos. 2. and 3. and a Portion of Railway No. 1. which will be rendered unnecessary by the making of the substituted Lines: And whereas it is expedient that the Company be authorized to make and maintain the new Road and other Works by this Act respectively authorized: And whereas it is expedient that other Provisions be made with respect to the Company: And whereas Plans and Sections of the intended Railways and Works showing the Lines and Levels thereof respectively, and the Lands in which the same are intended to be made, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the Peace for the County of *Northampton*, and such Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be obtained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "*The Bedford and Northampton Railway Act, 1866.*"

2. "The

*The Bedford and Northampton Railway Act, 1866.*

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" means the *Bedford and Northampton Railway Company*; the Expression "the Railway" shall mean the Railways by this Act authorized, or any Part thereof; the Expression "the Railway and Works" shall mean the Railways and Works by this Act authorized, or any Part thereof; the Expression "the Act of 1865" means "The *Bedford and Northampton Railway Act, 1865*;" and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Interpretation of Terms.

4. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railways and Works herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways and Works herein-before referred to and authorized by this Act are,—

Power to make Railway according to deposited Plans.

A Railway (No. 1.) One Mile and Five Furlongs or thereabouts in Length commencing in the Parish of *Great Houghton* in the County of *Northampton* by a Junction with the Railway (No. 1.) authorized by "The *Bedford and Northampton Railway Act, 1865*," and terminating in the Parish of *Hardingstone* in the County of *Northampton* by a Junction with the Railway (No. 1.) authorized by the said Act at or near the Point where the said last-mentioned Railway is intended to cross the River *Nene*:

A Railway (No. 2.) Six Furlongs and Five Chains in Length, situate wholly in the Parish of *Hardingstone* in the County of *Northampton*, commencing by a Junction with the intended Railway (No. 1.), and terminating by a Junction with the Railway or Siding of the *Midland Railway Company*:

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A Railway (No. 3.) Three Furlongs and Three Chains or thereabouts in Length commencing in the Parish of *Hardingstone* by a Junction with the intended Railway (No. 1.), and terminating in the same Parish by a Junction with the Railway from *Blisworth* to *Peterborough* of the *London and North-western Railway Company* :

A new Road or Street Fifty-five Yards or thereabouts in Length, and Forty Feet at least in Width, commencing in the Parish of *St. Giles* and the Parish of *All Saints*, or One of them, in the Borough of *Northampton*, by a Junction with *Cow Lane* at or near the Property numbered 166 on the deposited Plans in the said Parish of *All Saints*, and terminating in the Parish of *All Saints* in the Borough of *Northampton* at or near the Junction of *St. John's Place* with *St. John Street* :

A widening to the Extent of at least Forty Feet, wholly in the said Parish of *All Saints*, of that Part of *St. John Street* in the Borough of *Northampton* which lies between *St. John's Place* and *Bridge Street*, and the Alteration of the Levels of that Part of *St. John Street* aforesaid which lies between *Cow Lane* and *Fetter Street* or *Lane* :

A widening to the Extent of at least Forty Feet, wholly in the said Parishes of *All Saints* and *St. Giles*, or One of them, of that Part of *Cow Lane* which lies between *Russell Terrace* and *Victoria Walk* :

A Diversion of the River *Nene* in the said Parishes of *Hardingstone* and *Saint Giles*, or One of them, for a Distance of Four Chains or thereabouts, measured along the existing Course of the River to the North, and Three Chains or thereabouts measured along the existing Course of the River to the South, where Railway No. 1. authorized by "The *Bedford and Northampton Railway Act, 1865*," is shown on the deposited Plans of that Railway as intended to cross such River :

A Diversion of the River *Nene* in the said Parishes of *Hardingstone* and *Saint Giles*, or One of them, between a Point Nineteen and a Half Chains or thereabouts measured along the existing Course of the River Westward of a certain Mill known as *Rush Mill* in the said Parish of *Hardingstone*, and a Point Twenty-eight and a Half Chains or thereabouts measured along the existing Course of the River Westward of the said Mill :

And the said Railways shall, for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company as if the same had been Part of the Main Line of the *Bedford and Northampton Railway* authorized by "The *Bedford and Northampton Railway Act, 1865*."

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5. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present in person or by proxy at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

Power to  
divide  
Shares.

6. The Dividend which would from Time to Time be payable on any divided Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate, not exceeding Six *per Centum per Annum*, as shall be determined at a General Meeting of the Company specially convened for the Purpose, on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share, and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided.

Dividend on  
Half Shares.

7. Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Dividend on  
Preferred  
Shares to be  
paid out of  
the Profits of  
the Year  
only.

8. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in receipt of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any such Certificate being so delivered up the Directors shall cancel it.

Half Shares  
to be regis-  
tered and  
Certificates  
issued.

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Terms of  
Issue to be  
stated in  
Certificates.

9. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of  
Preferred  
Shares.

10. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Forfeiture of Shares for Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall for that Purpose be considered a whole Share, distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by the Directors of the Company, all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expense attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

Preferred  
Shares not  
to be can-  
celled or  
surrendered.  
Half Shares  
to be Half  
Shares in  
Capital.

11. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

12. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents as attach and are incident to an entire Share.

Application  
of Monies.

13. The Company may from Time to Time apply for the Purposes of this Act any Monies now or hereafter belonging to them, or under the Control of their Directors, except so far as the Application thereof may by any Act be otherwise specially provided for, and the Money be required for the Purpose for which it is so made applicable.

Powers for  
compulsory  
Purchases  
limited.

14. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Period for  
Completion  
of Works.

15. The Railway and Works shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway and Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Notice to be  
given of  
taking

16. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly

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or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Houses of  
Labouring  
Classes.

17. Subject to the Provisions of this Act, Sections 25 to 43 both inclusive, 51, 64, 65, and 66 of the Act of 1865 shall extend and apply to the Railways Nos. 1., 2., and 3. by this Act authorized, and to the Stations, Sidings, Watering Places, Works, and Conveniences belonging thereto or connected therewith, as fully and effectually in all respects as if those Railways had formed Part of the *Bedford and Northampton Railway* by that Act authorized.

Certain Sec-  
tions of Act  
of 1865 to  
apply to  
Railways  
1., 2., and 3.  
by this Act  
authorized.

18. Subject to the Provisions of this Act, Section 63 of the Act of 1865 shall extend and apply to Railway No. 3., and so much of Railway No. 1. as lies between the Termination thereof and its Junction with Railway No. 3. by this Act authorized, and to the Stations, Sidings, Water, Watering Places, Booking Offices, Works, and Conveniences whatsoever forming Part thereof or connected therewith, as fully and effectually in all respects as if those Railways had formed Part of the *Bedford and Northampton Railway* by that Act authorized.

Sect. 63 of  
Act of 1865  
to apply to  
Railways  
1. and 3. by  
this Act  
authorized.

19. The Company shall abandon the Construction of the following Railways and Portions of Railways authorized by "The *Bedford and Northampton Railway Act, 1865*;" (that is to say,)

Company to  
abandon  
Portion of  
their autho-  
rized Line.

The whole of Railways Nos. 2. and 3. respectively :

So much of Railway No. 1. as lies between the Point where the same crosses the River *Nene* and the Commencement of the Railway No. 1. by this Act authorized.

20. The Abandonment by the Company, under the Authority of this Act, of any Portion of any Railway or Works shall not prejudice or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary

Compensa-  
tion for  
Damage to  
Land by  
Entry, &c.  
for Purposes  
of Railways  
abandoned.

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temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act, or the Act of 1865.

Compensation to be made in respect of Portions of Railways abandoned.

**21.** Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice; and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Power to enter into Agreements with Corporation of Northampton.

**22.** The Company and the Mayor, Aldermen, and Burgesses of the Borough of *Northampton* may from Time to Time, if and when they think fit, enter into and carry into effect Contracts and Agreements for or with reference to the Construction by the Company of Roads and other Works in the Borough of *Northampton*, and for or with reference to the Lease, Sale, and Appropriation by the Company to the said Mayor, Aldermen, and Burgesses of any Land situate within the Borough of *Northampton* acquired by the Company under the Powers of this Act, and not required for the Purposes of the Railway and Works by this Act authorized.

Extending Provisions of the Act of 1865 to new Lines.

**23.** Subject to the Provisions of this Act, Sections 64, 65, and 66 of the Act of 1865 shall extend and apply to the Railways by this Act authorized.

Modifications of Heads of Arrangement in Schedule to Act of 1865.

**24.** The Memorandum of Agreement for a Modification of the Heads of Arrangement set forth in the Schedule to the Act of 1865 annexed, which Memorandum is set forth in the Schedule to this Act annexed, is by this Act confirmed, and shall have full Effect according to the Terms and Intent of such Memorandum.

Saving Rights of Companies herein named.

**25.** Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, Privileges, or Authorities of the Company, or of the *Midland Railway Company*, or either of them.

Interest not to be paid out of Capital.

**26.** The Company shall not, out of any Money by the Act of 1865 authorized to be raised by Calls or by borrowing, pay Interest or Dividend



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Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him: Provided that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

**27.** The Company shall not, out of any Money by the Act of 1865 authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway, or execute any other Work or Undertaking.

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

**28.** Nothing herein contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to Railways, or the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision or Alteration, under the Authority of Parliament, of the Tolls for small Parcels and the maximum Rates of Fares and Charges by this Act authorized.

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

**29.** All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of Act.

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## SCHEDULE referred to in the foregoing Act.

## MEMORANDUM OF AGREEMENT between the Bedford and Northampton Railway Company of the one Part and the Midland Railway Company of the other Part.

1. This Memorandum to be subject to the Sanction of Parliament.
2. The Heads of Arrangement between the Two Companies set forth in the Schedule to and confirmed by "The Bedford and Northampton Railway Act, 1865," to be modified as follows, and subject to that Modification to have full Effect as from and after the Time of the passing of that Act.
3. The Second of those Heads to be revoked, and the following to be substituted for it:
 

" The Bedford and Northampton Company at their own Expense to make  
 " and complete the Railway and Works by the said Act of 1865 and this  
 " Act authorized (all of which are herein-after comprised under the  
 " Name 'The Bedford and Northampton Railway') in all respects equal  
 " in Quality to those of the Leicester and Hitchin Railway, and to the  
 " Satisfaction of the Midland Company's Engineer, and in order thereto  
 " the Bedford and Northampton Company to submit to him for his  
 " Approval the Specification for the Works, Stations, and Permanent Way  
 " before the Contract for the Execution thereof is entered into. The  
 " Contract to provide for the Maintenance of the Line and Works by the  
 " Contractor for One Year after the opening of the Line for public  
 " Traffic."
4. The Eighth of those Heads to be revoked, and the following to be substituted for it:
 

" Fifty per Cent. of the divisible Receipts to be retained by the Midland  
 " Company for their Expenses of the Maintenance, Management, and  
 " Working of the Bedford and Northampton Railway, and the other Fifty  
 " per Cent. to be paid to the Bedford and Northampton Company, the  
 " divisible Receipts being taken in the Accounts between the Two  
 " Companies at the Minimum of 30% a Week for every Mile of the  
 " Length of that Railway."
5. The following to be added to those Heads:
 

" The Midland Company to have the Option of applying at their own Ex-  
 " pense to Parliament, as soon as consistently with the Standing Orders  
 " can be, for an Act (to be assented to by the Bedford and Northampton  
 " Company) for amalgamating, or leasing in perpetuity, the Bedford and  
 " Northampton Railway with or to the Midland Company, the Amalga-  
 " mation or Lease to take effect not later than Five Years after the  
 " opening for public Traffic of the Line of the Bedford and Northamp-  
 " ton Railway, but sooner if the Midland Company so desire, and on the  
 " Terms (unless the Two Companies otherwise agree) of the Midland  
 " Company

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“ Company paying to the Bedford and Northampton Company, or as they  
 “ direct, a guaranteed perpetual net yearly Rent equal to Five per  
 “ Centum per Annum on their total Outlay on Capital Account in respect  
 “ of their Undertaking, and the Bedford and Northampton Company’s  
 “ Debenture Debt to be the First Charge on that yearly Rent as sub-  
 “ stituted for the Bedford and Northampton Railway.”

“ If at any Time the Midland Company shall be of opinion that additional  
 “ Works are required for the Development of the Traffic on the Rail-  
 “ way, they may at their own Expense, after giving Notice in Writing to  
 “ the Bedford and Northampton Company of the Extent and probable  
 “ Expense of such additional Works, execute the same, which Works  
 “ shall thenceforth be considered as Part of the Bedford and Northamp-  
 “ ton Railway, and, if necessary, the Midland Company may apply to  
 “ Parliament for any further Powers requisite for such Purpose, and they  
 “ may deduct out of the 50 per Cent. of the divisible Receipts payable  
 “ as before provided to the Bedford and Northampton Railway Company  
 “ half-yearly a Sum after the Rate of 5 per Centum per Annum on  
 “ such Part of the Cost of such additional Works as shall consist of  
 “ Land or Permanent Way, and 6 per Cent. per Annum on such Part as  
 “ shall consist of Buildings or Erections: Provided always, that no such  
 “ Deduction shall be made as will reduce the divisible Receipts below the  
 “ Minimum of 30*l.* a Mile a Week, as provided by Article 4 of this  
 “ Agreement; and if any Question shall arise between the Two Com-  
 “ panies as to the Expediency of such additional Works, or as to the  
 “ Amount of the Expenditure by the Midland Company in the same, it  
 “ shall be determined by Arbitration under ‘The Railway Companies  
 “ Arbitration Act, 1859.’”

As witness the respective Common Seals of the Two Companies this Fourth  
 Day of June A.D. 1866.



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