



ANNO TERTIO

GULIELMI IV. REGIS.

Cap. xxxvi.

An Act for making a Railway from *London* to
Birmingham. [6th *May* 1833.]

WHEREAS the making a Railway, with proper Works and Conveniences connected therewith, for the Carriage of Passengers, Goods, and Merchandize from *London* to *Birmingham*, will prove of great public Advantage, by opening an additional, cheap, certain, and expeditious Communication between the Metropolis, the Port of *London*, and the large manufacturing Town and Neighbourhood of *Birmingham* aforesaid, and will, at the same Time, facilitate the Means of Transit and Traffic for Passengers, Goods, and Merchandize between those Places and the adjacent Districts, and the several intermediate Towns and Places: And whereas the King's most Excellent Majesty, in right of His Duchy of *Cornwall*, is entitled to certain Lands upon the Line of the proposed Railway: And whereas the several Persons herein-after named are willing, at their own Costs and Charges, to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in Parliament assembled, and by the Authority of the same, That *George Pearkes Barclay*, *William Burt*, *John Barclay*, *Paul Bevan*, *James Byrn*, *George Bacchus*, *Joseph Vincent Barber*, *John Bradley* the younger, *John Brooks*, *Thomas Brockhurst Barclay*, *William Brown*, *Robert Benson*,
[*Local.*] 9 A *William*

Proprietors
incorporated.

William Blakeway, Samuel Beale, John Blount, Slade Baker, Edmond Calvert, William Taylor Copeland, John Corrie, William Chance, Joseph Carter, William Clay, Isaac Grewdson, William Wallace Currie, John Ashton Case, James Cropper, John Cropper, Richard Tapper Cadbury, Joseph Davis, James Bishop of Dromore, William Earle, Henry John Enthoven, William Francis, James Foster, Robert Were Fox, Thomas Francis, James Gibson, George Carr Glyn, Pascoe St. Leger Grenfell, Joseph Gibbins, Robert Garnett, Holbrook Gaskell, Robert Gladstone, Matthew Gisborne, Philip Gowan, William Hawkes, Rice Harris, Henry Hastings, George Humphreys, James Holt Heron, Richard Harrison, David Hodgson, Joseph Hornby, Ormerod Heyworth, William Hill, Sir Josiah William Hort Baronet, Thomas Wright Hill, Archibald Kenrick, George Kilgour, George Larpent, John George Shaw Lefevre, Sir John William Lubbock Baronet, George Lyall, Joseph Frederick Ledsam, Daniel Ledsam, Edward Lloyd, Charles Lawrence, Lewis Lloyd, Edward Tilsley Moore, Andrew Melley, John Moss, James Moilliet, John Lewis Prevost, Edmund Peel, James Pearson, William Phipson, Theodore Price, Robert Phillips, George Prevost, Shirley Palmer, Henry Rowles, William Rathbone, Edward Roscoe, Charles Shaw, Timothy Smith, William Hanbury Sparrow, John Sturge, Joseph Sturge, Samuel Sandbach, Joseph Sandars, Joseph Strutt, Joseph Shorthouse, Thomas Tooke, John Turner, Thomas Stewart Traill, Charles Tayleur, George Smith Thornton, Henry Warre, Alexander Wilson, Joseph Walker, George Wood, John Wakefield, Christopher Wilson, Edward Wilson, John Woodhouse, Edward Lloyd Williams, and all other Persons and Corporations who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they hereby are united into a Company for making and maintaining the said Railway and other Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The London, and Birmingham Railway Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands, to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall also have Power again to sell and dispose of the said Lands in manner by this Act directed.

Rules for the Interpretation of this Act.

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

III. And

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized; not exceeding in the whole the Sum of Two million five hundred thousand Pounds, the whole to be divided into Twenty-five thousand Shares of One hundred Pounds each, and such Twenty-five thousand Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking, and other the Purposes of the said Subscription, shall be entitled to and shall receive, at such Time or Times as the said Company shall, at any General or Special General Meeting to be convened for that Purpose in such Manner as Meetings on other Occasions are by this Act directed to be convened, or as the Directors of the said Company to be appointed as herein-after mentioned shall; after an Order for that Purpose shall have been made by the said Company at any such General or Special General Meeting, direct and appoint, in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 2,500,000l.; to be divided into Shares of 100l. each.

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

Application of Money to be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a Railway, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Middlesex*, *Hertford*, *Buckingham*, *Northampton*, *Warwick*, and *Worcester*, the Liberty of *Saint Alban*, and the City of *Coventry*; that is to say, commencing on the West Side of the High Road leading from *London* to *Hampstead*, at or near to the first Bridge Westward of the Lock on the Regent's Canal at *Camden Town* in the Parish of *Saint Pancras* in the County of *Middlesex*, and terminating at or near to certain Gardens called *Nova Scotia Gardens*, in the Parishes of *Aston juxta Birmingham* and *Saint Martin Birmingham* in the County of *Warwick*; and

Company empowered to make a Railway over the Lands delineated on the Plan deposited with the respective Clerks of the Peace for the Counties herein named.

Middlesex.

and which said Railway will pass into or through the several Parishes and Townships or Places of *Saint Pancras, Camden Town, Kentish Town, Saint Mary le Bone, Saint John Hampstead, Kilburn, Willesdon, Saint Mary Paddington, Saint Luke Chelsea, Saint Mary Abbots Kensington, Fulham, Hammersmith, Kensall Green, Acton, Harlstone Green, Neesdon, Twyford otherwise West Twyford, Kingsbury, Harrow, Harrow Town, Wembley, Apperton, Kenton, Greenhill, Sudbury, Roxay otherwise Roxeth, Preston, Harrow Weald, Uxenden, Hatch End, and Pinner*, or some of them,

Hertford.

all in the County of *Middlesex*; of *Watford Oxhey, Cassio otherwise Cashio, Levesden, Lees otherwise Abbots Langley, Hunton Bridge, Primrose Hill*, or some of them, in the Liberty of *Saint Alban*; *Bushey, Chilterne otherwise King's Langley, Hemel Hempsted, Two Waters, Box Moor, Corner Hall, Crouchfield, Winkwell, Green End, Pouching End, Hacksters End, Bovington, Berkhamsted Saint Peter otherwise Great Berkhamsted, Berkhamsted Saint Mary otherwise North Berkhamsted otherwise North Church, Dudswell, Aldbury, Penley, Wigginton, Long Marston, Wilston, and Tring*, or some of them, all in the County of *Hertford*; of *Marsworth, Startups End, Pightlesthorpe otherwise Pitstone, Pittstone Green, Ivinghoe, Eddlesborough, Slapton, Cheddington, Seabrook, Horton, Mentmore, Ledburn, Redborough, Great Broughton, Grove, Linslade, Surcott otherwise Southcott, Chelsea, Soulbury, Chelmscott otherwise Chelmscourt, Stoke Hamond, Bletchley, Water Eaton, Fenny Stratford, Shenley, Shenley Brook End, Simpson, No Man's Land, Woughton otherwise Woughton-on-the-Green, Loughton, Bradwell, Bradwell Abbey, Woolverton, Haversham, Castlethorpe, Hanslope, Water End, Green End, Long Street, Church End, Hungate End, Higham Cross, Cuckle Hill otherwise Cockglode Hill, and Pinion End*, or some of them, all in the County of

Buckingham.

Buckingham; of *Cosgrove, Old Stratford, Furtho, Potterspury, Moor End, Yardley Gobyon, Grafton Regis, Alderton, Hartwell, Bozenham, Ashton, Stoke Bruerne, Shuttlehanger, Roade, Courteenhall, Wood End, Plane Woods, Blisworth, Collingtree, Milton otherwise Middleton, Malzor, Rothersthorpe, Kilsingbury, Gayton, Gayton Woods, Little Britain, Pattishall, Astcote, Eastcote, Dalescote otherwise Darlescote, Bugbrook, Lower otherwise Nether Heyford, Upper Heyford, Floore, Glasthorpe, Stowe otherwise Church Stowe, Stowe Nine Churches, Weedon Beck, Upper Weedon, Lower Weedon, Road Weedon, Everdon Parva, Everdon Magna, Newnham, Dodford, Brockhall, Muscott, Norton, Thrupp otherwise Thorpe Lodges, Lodge, Whilton, Long Buckby, Murcott, Welton, Watford, Silworth, Watford Gap, Ashby Saint Ledgers, Crick, Kilsby, Barby, Barby Nortoft, and Onely*, or some of them, all in the County of

Northampton.

Northampton; of *Hillmorton, Clifton-upon-Dunsmoor, Biggin, Brownsover, Saint Thomas's Cross, Newton, Rugby, Newbold-upon-Avon, Cosford, Little Harborough, Little Lawford, Long Lawford, Lawford Heath, Mount Pleasant, Holbrook, Polford, Bilton, Church Lawford, King's Newnham, Wolston, Wolston cum Marston, Marston, Brandon, Binley, Earnsford otherwise Earnsford Grange, and Willenhall*, or some of them, all in the County of *Warwick*; of *Willenhall, the Holy Trinity, Pinley, Whitley, Shortley, Saint Michael, Stivichall, Saint John Baptist, and Hearsall*, or some of them, all in the County of the City of

Warwick.

Coventry; of *Stoneleigh, Fletchampstead otherwise Fletchampstead Superior,*

Coventry.

Warwick.

Superior, Fletchampstead Inferior, Canley, Whoberley, Berkswell, Nailcott End, Reaves Green, Carol Green, Beech End, Oldnall End, Wooton Green, Reyton End, Bradnock's Marsh, Barston, Hampton-in-Arden, Diddington, Balsall otherwise Temple Balsall, Bickenhill, Church Bickenhill, Hill Bickenhill, Middle Bickenhill, Castle Hills, Huddle Hall, Weaver's Marston, Marston Culy, Marston Green, Lindon otherwise Lindon End, Elmdon, Sheldon, Easthall Bridge, Mackadown otherwise Mackenton, Garret's Green, Radley Moor, Tile Cross, Wells Green, Coleshill, Coleshill Heath, and Stichford, or some of them, all in the said County of Warwick; of Yardley, Church End, Cocks-hill Hall, Stichford, Lea Hall, Kit's Green, Easthall Lane, and Coleford, or some of them, all in the County of Worcester; and of Little Bromwich, Ward End, Shaw Hill, Washwood Heath, Allum Rock, Bordesley, Bordesley Green, Small Heath, Deritend, Sallley, The Garrison, Duddeston, and Nechells, Ashted, Aston juxta Birmingham, Birmingham, Saint Martin Birmingham, and Saint Bartholomew Birmingham, or some of them, all in the said County of Warwick.

Worcester.

Warwick.

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

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

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course and upon or through the Lands delineated on the said Maps or Plans, although such Lands, or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act, or in the Schedule thereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban* and the

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

[Local.]

9 B

City

City of *Coventry*, or some one of them, as the case may require (in case of Dispute about the same), and be certified by Writing under their Hands that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties and Places, as the Case may require.

Power to
take Lands,
&c.

VIII. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Agents and Workmen, and all other Persons by them authorized, and they are hereby empowered, to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or of any Part thereof, and to set out and appropriate, for the Purposes of this Act, such Parts thereof as they are by this Act empowered to take or use; and in or upon such Lands, or any Lands adjoining thereto, to bore, dig, cut, embank, and sough, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things which may be dug or obtained therein or otherwise, in the Execution of any of the Powers of this Act, and which may be proper or necessary for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using the same respectively, according to the true Intent and Meaning of this Act; and also to make or construct, upon, across, under, or over the said Railway or other Works, or any Lands, Streets, Hills, Vallies, Roads, Railroads or Tramroads, Rivers, Canals, Brooks, Streams, or other Waters, such Inclined Planes, Tunnels, Embankments, Aqueducts, Bridges, Roads, Ways, Passages, Conduits, Drains, Piers, Arches, Cuttings, and Fences as the said Company shall think proper; and also to alter the Course of any Rivers, Canals, Brooks, Streams, or Watercourses, during such Time as may be necessary for constructing Tunnels, Bridges, or Passages over or under the same; and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways, in order the more conveniently to carry the same over or under or by the Side of the said Railway; and to make Drains or Conduits into, through, or under any Lands adjoining the said Railway for the Purpose of conveying Water from or to the said Railway; and also in or upon the said Railway, or any Lands adjoining or near thereto, to erect and make such Toll and other Houses, Warehouses, Yards, Stations, Engines, and other Works and Conveniences connected with the said Railway as the said Company shall think proper; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works, or any of them, and to substitute others in their Stead; and generally to do and execute all other Matters and Things necessary or convenient for constructing, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making full Satisfaction in manner herein-after mentioned

tioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company, and all other Persons, for what they or any of them shall do by virtue of the Powers hereby granted; subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

IX. And be it further enacted, That it shall be lawful for the Surveyor General of the Duchy of *Cornwall* for the Time being to contract for the Sale to the said Company (for the Purposes of this Act, at the best Prices that can be procured for the same,) of the Freehold Reversion and Inheritance expectant on the Determination of a Term of Years now vested in the Trustees of the late Earl of *Bridgewater*, of all or any of the Lands in the Parish of *Berkhampsted Saint Peter* otherwise *Great Berkhampsted* in the County of *Hertford*, belonging to and Parcel of the said Duchy, and for Compensation or Satisfaction for Damage to the Lands of the said Duchy by Severance or otherwise.

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

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

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

XI. Provided always, and be it further enacted, That no such Contract by the said Surveyor General with the said Company shall be good unless the Terms thereof shall be sanctioned by a special Warrant, to be issued for that Purpose by the special Commissioners for managing the Affairs of the said Duchy of *Cornwall*, or any Three or more of them, for the Time being.

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

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

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

XIII. And

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

XIII. And be it further enacted, That the Governor and Directors of the Bank of *England* shall and they are hereby required to carry to the Credit of the Account now open in their Books under the Title of "The Account of the Duchy of *Cornwall*" the several Monies directed as aforesaid to be paid to the Cashiers of the Bank of *England*; and whensoever it shall be agreed or ascertained by the Verdict of a Jury that any Sum of Money is to be paid to the said Duchy by the said Company, for the Sale of any such Lands, for such Compensation and Satisfaction as herein-before mentioned, such Surveyor General shall grant unto the said Company a Certificate under his Hand, specifying the Amount of the Monies agreed or ascertained to be paid to the said Duchy of *Cornwall*, and specifying also the Lands in respect of the Purchase of which or Compensation and Satisfaction for Damage on which such Monies are to be paid; and the said Cashiers of the Bank of *England*, or One of them, shall, upon the Production of such Certificate, accept and receive from the said Company the Monies therein specified, and at the Foot or on the Back of such Certificate acknowledge the Receipt of the said Monies, without Fee or Reward; and the said Certificate and Receipt shall be afterwards brought to the Office of the Auditor of the Duchy of *Cornwall*, and be there forthwith enrolled in proper Books, to be provided and kept for that Purpose separate and apart from the other Business and Proceedings of the said Office; and the said Auditor, or his lawful Deputy, having enrolled the said Certificate and Receipt, shall attest the same under his Hand, and return the said Certificate and Receipt to the said Company; and from and immediately after such Enrolment, and thenceforth for ever, the said Company and their Successors shall by force of this Act be adjudged, deemed, and taken to be in the actual Seisin and Possession of the Lands so by the said Company purchased, subject to the Term of Years now vested in the said Trustees of the late Earl of *Bridgewater* as aforesaid, and shall hold and enjoy the said Lands peaceably and quietly, and in as full and ample Manner, to all Intents and Purposes, as His present Majesty, His Heirs or Successors (or a Duke of *Cornwall* for the Time being), might or could have held or enjoyed the same.

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

XIV. And be it further enacted, That all and every Sums and Sum of Money which shall be paid into the Bank of *England* under or by virtue of this Act, on account of the Duchy of *Cornwall*, shall from Time to Time be laid out, by Order of the special Commissioners for managing the Affairs of the said Duchy for the Time being, in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, in the Name of the Duke of *Cornwall*, in which Name the Governor and Company of the Bank of *England* are hereby authorized and required to permit Transfers to be made of the Annuities, Funds, or Stocks so to be purchased; and such Transfers shall be accepted by the Receiver General of the Duchy of *Cornwall* or his Deputy, for and in the Name of the Duke of *Cornwall*; and such Receiver General, or his Deputy, is hereby required to accept the same accordingly; and all and singular the Annuities so to be purchased and accepted shall remain invested in the Name of the Duke of *Cornwall*, and shall not be transferred or transferable to any Person or Persons whatsoever, and all the Dividends arising on such

such Annuities to be invested as herein-before mentioned shall from Time to Time be paid by the Governor and Company of the Bank of *England* into the Hands of the Receiver General of the Duchy of *Cornwall* for the Time being, or his Deputy, and shall by force and virtue of this Act be deemed and taken by Law to be Part of the Revenues of the said Duchy of *Cornwall*, and shall be from Time to Time answered, accounted for, applied, and appropriated to such and the same Uses and Purposes as the Revenues of the Duchy of *Cornwall* now are or would hereafter have been liable to, and been applied and appropriated, in case this Act had not been made.

XV. Provided always, and be it enacted, That neither the Surveyor General of the said Duchy, nor any other Person on behalf of the said Duchy, shall be required to enter into any such Bond as herein-after is mentioned, either to prosecute any Complaint on the Part of the said Duchy, or to bear and pay any Share of the Costs and Expences of summoning and returning such Jury, and taking such Verdict as herein after mentioned, or of the summoning and Attendance of Witnesses; but that in any Case in which the said Company is hereby authorized to deduct any such Costs and Expences from the Monies settled or assessed by any Jury to be paid by them to or on account of any Party, such Company may deduct such Costs and Expences from the Monies settled or assessed by any Jury to be paid by the said Company to or on account of the said Duchy, and the Payment of the Remainder of the Monies so settled or assessed shall be deemed and taken to all Intents and Purposes to be a good Payment in Satisfaction of the whole thereof.

No Person required to enter into Bond on behalf of the Duchy to prosecute any Complaint, &c. In certain Cases the Company may deduct Expences of Jury from Money assessed.

XVI. And be it further enacted, That after any Lands, intended to be taken or used for the Purposes of this Act shall have been set out and ascertained, it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn; Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whatsoever, seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same, or any Part thereof, unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Persons under legal Disability empowered to sell and convey Lands.

[Local.]

9 C

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Form of
Conveyance
to the Com-
pany.

‘ I of in consideration of the
 ‘ Sum of to me [*or, as the Case may be*, into
 ‘ the Bank of *England*, in the Name and with the Privity of the
 ‘ Accountant General of the Court of Exchequer, *ex parte* the
 ‘ *London and Birmingham* Railway Company, or to *A. B.* of
 ‘ and *C. D.* of , Two Trustees appointed to receive the
 ‘ same], pursuant to the Act after mentioned, paid by the *London*
 ‘ and *Birmingham* Railway [*or the said*] Company, established and
 ‘ incorporated by an Act of Parliament passed in the Third Year of
 ‘ the Reign of His Majesty King *William* the Fourth, intituled [*here*
 ‘ *set forth the Title of this Act*], do hereby convey [*or, in Cases of*
 ‘ *Copyhold or Customary Lands requiring Surrender*, do hereby agree
 ‘ to surrender] to the said Company, their Successors and Assigns,
 ‘ all [*describing the Premises to be conveyed*], together with all Ways,
 ‘ Rights, and Appurtenances thereunto belonging, and all such
 ‘ Estate, Right, Title, and Interest in and to the same, and every Part
 ‘ thereof, as I am or shall become seised or possessed of, or am by
 ‘ the said Act capacitated or empowered to convey; to hold the
 ‘ Premises to the said Company, their Successors and Assigns for
 ‘ ever, according to the true Intent and Meaning of the said Act.
 ‘ In witness whereof I have hereunto set my Hand and Seal the
 ‘ Day of in the Year of our
 ‘ Lord .

And all such Conveyances as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Estates, Interest or Interests, so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and all other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same.

Conveyance
of Copy-
holds.

XVII. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or Parcel, according to the Custom of such Manor; which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Corporation or Person would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporation or Person, and such Lands shall continue subject to the same Fines, Rents, and Services as may be then due and payable and of Right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall have been enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such

such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation, as he would have received in case such Copyhold or Customary Premises had continued to be the Property of Persons in their natural Capacities, the said Lord shall be paid by the said Company a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services, the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands, or any Part thereof, shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall so be sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

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

Lords of Manors under Disability empowered to enfranchise.

quired, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulation
for Appor-
tionment of
Rents of
Copyholds.

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

Waste Lands
to be con-
veyed by
the Lords of
Manors.

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

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

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

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

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

Mortgagees
to convey to
the Com-
pany.

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

Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank; and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the Premises and Estate comprised in such Mortgage, to all Intents and Purposes whatsoever.

XXIII. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation, if any, for any Damage done, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon assign and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to assign or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of such Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee, or into the Bank as last aforesaid, shall be and be accepted in satisfaction of the Claim of such Mortgagee so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest and other Money due or secured thereon; and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers or Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof, (as the Case may be,) or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would otherwise have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage; provided also, that when a
Part

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

Part only of any Lands subject to any Mortgage shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time, if required, be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

Satisfaction to be made for Lands taken for Railway.

XXIV. And be it further enacted, That all Corporations and other Parties by this Act capacitated to sell and convey any Lands, or to enfranchise Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands through or upon which the said Railway or other Works hereby authorized are intended to be made, may agree to accept and receive, and may, subject to such Restrictions as in this Act contained as to the Payment thereof, accept and receive Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for any Damage by them sustained by reason of the Execution of any of the Works by this Act authorized, and also by reason of the severing or dividing such Lands, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively, and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively, or either of them, concerning which they do not so agree, shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

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

XXV. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, or convey as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money or Satisfaction, or other Compensation as aforesaid, shall refuse to accept such Purchase Money or Satisfaction, or other Compensation aforesaid, as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination

nation of a Jury, or if any of such Parties as aforesaid shall (for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act,) neglect or refuse to treat, or shall not agree with the said Company for the Sale and Conveyance of their respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall, by reason of any Impediment or Disability not provided for by this Act, be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of the Title to the Premises of which they respectively may be in Possession, and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Five at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate, or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under them, or shall be in any ways interested in the Matter in question, then to any of the Coroners of such Counties not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff or Coroner in the said County, and not interested as aforesaid (a Person having more recently served either Office being always preferred), commanding such Sheriff or Coroner, or other Person, to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return a Jury of at least Eighteen sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impaneled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impaneled, summoned, and returned, a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, or Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can speedily be procured to attend that Service

[*Local.*] 9 E (being

(being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may authorize or order the said Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or being Quakers upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) enquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction or Compensation either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction or Compensation for such Damage or Loss shall be enquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House of the Person, or of the Clerk or Agent or principal Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued, or respecting which, or any Damage to which, any such Question shall arise.

Compensation Money to be apportioned.

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

Verdicts to be recorded.

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

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

XXVIII. And be it further enacted, That if any such Sheriff, or his Under Sheriff, or any Coroner, or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or being a Quaker to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or being a Quaker affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person,) shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which said Penalties and Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced, if any, after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Penalty upon Sheriffs, Jurors, Witnesses, &c. making default.

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

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

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

Expences of Jury, how to be paid.

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

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

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

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

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

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

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

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

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

Interests of such Tenants may be settled by a Jury.

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

Persons holding under Leases to produce the same.

[Local.]

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

Settling
Disputes as
to Damages
to a small
Amount.

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

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

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

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

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

Persons in possession presumptively entitled.

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

Application of Compensation Money when amounting to 200*l.*

1 G. 4. c. 35.

Company, pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the general Orders of the said Court, and without Fee or Reward; and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court, made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime, and until such Purchase can be made, the said Money may, by Order of the said Court, upon Application thereto, be invested by the said Accountant General, in his Name, in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

Application
of Compen-
sation Mo-
ney when
less than
200*l.* and
exceeding
20*l.*

XL. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid for any Lands to be taken or used for the Purposes of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for Compensation or Satisfaction as aforesaid, in respect of any Lands, and belonging to any Corporation, or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company, signified in Writing under the Hands of Five at least of the Directors of
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the said Company, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Five at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

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

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

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

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

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

Power to purchase Lands on Chief Rents.

[Local.]

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veyances

veyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (*videlicet,*)

Form of
Conveyance
of Lands on
Chief Rents.

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

And all such Conveyances as aforesaid shall be valid and effectual to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed.

Yearly Rents
to be charged
on the Rates.

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

Power to
enter Lands,

XLV. And be it further enacted, That upon Payment or legal Tender of such Sums of Money as shall have been agreed upon between

between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury as aforesaid, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same shall have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands (to the Satisfaction of the said Company), or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, then upon Payment of such Money into the Bank of *England* as herein-before directed, to the Credit of the Parties interested in such Lands, or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands or such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England* as herein-before directed, to an Account *ex parte* the *London and Birmingham Railway Company*, then and in every of such Cases it shall be lawful for the said Company immediately to enter upon such Lands; and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall operate to merge all outstanding or other Terms of Years, and to bar and destroy all Dower, and all Estates Tail and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig, or cut into or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

&c. on Payment or Tender of Purchase Money.

XLVI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating deep Cuttings, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and Materials from such adjoining Lands for forming Embankments or for making Bricks; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the

Compensation to be made for temporary Damage.

the Powers and Authorities by this Act granted, cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That, notwithstanding any thing in this Act contained, it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of depositing or manufacturing upon such Lands, or upon any Part thereof respectively, any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works shall be then carried on, and to dig, cut, get, take, remove, and carry away, out of and from such adjoining Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, and to manufacture the same, without having previously made such Payment, Tender, or Investment as herein-before mentioned; they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof; such Compensation, in case the Parties differ about the same, to be settled and recovered in manner herein-before provided in Cases of Disputes as to Damages to a small Amount: Provided always, that the said Company shall and they are hereby required, within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company; provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Fourteen Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart, by sufficient Railings or Fencings, so much of the Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Five hundred Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant

distant at least Eight hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Mansion in Writing first obtained for that Purpose.

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

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

XLVIII. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty Yards in Breadth, except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for Embankments for crossing Vallies or low Grounds, or for Cuttings through high Grounds, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Wharf, or other Erection and Buildings, and not in any Place exceeding Two hundred Yards on each Side of the Line of Railway, except at or near the Termination of the Line of such Railway, within the Parishes of *Saint Pancras* and *Saint John Hampstead* in the County of *Middlesex*, and *Aston-juxta-Birmingham* and *Saint Martin Birmingham*, respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners and Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Breadth of Land to be taken for Railway.

XLIX. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace, as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Line so delineated upon the said Plans; nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

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

L. And be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of

Where small Parcels of Land are inter-

[Local.]

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the

sected, the Company compellable to purchase the whole.

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

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

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

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

LII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and to such Persons as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again to purchase other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and

and held by the said Company for the Purposes herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act; and in the meantime, and until the said Company shall think proper to make such Sale, it shall be lawful for the said Company to let such Lands or any Part thereof to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

LIII. And whereas the said Company, in addition to the Lands hereby authorized to be taken for making the said Railway and other Works, are enabled to purchase, of Persons and Corporations willing to sell the same, Fifty Statute Acres of Land by virtue of this Act, for the Purpose of providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences: And whereas it is expedient to restrain the said Company from selling Lands so purchased from Corporations, or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations or Persons being under legal Disability or Incapacity, in lieu of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Infant, Lunatic, Idiot, Feme Covert, or Cestuique Trust, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in strict Settlement, or other Person being under legal Disability or Incapacity, more than such Fifty Statute Acres; and in case the said Company shall purchase such Fifty Statute Acres from any Corporations or other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Fifty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporation or Person being under legal Disability or Incapacity, nor for the same nor for any other Corporation or Person being under legal Disability or Incapacity to sell to the said Company, any other Lands in lieu of such Fifty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

Restraining Company from purchasing more than Fifty Acres of Land for additional Stations from incapacitated Persons.

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

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

or

or Lessees thereof under the said Lands or the Railway or other Works of the said Company, as if this Act had not been passed.

Owners of Mines to give Notice to the Company of their Intention to work them, and Company to have Liberty to purchase.

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

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

LVI. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines under the said Railway, or within the Distance of Forty Yards thereof, it shall be lawful for the respective Proprietors, Lessees, or Tenants of the adjoining Mines, such Proprietors, Lessees, or Tenants being the Proprietors, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased, to cut and make such and so many Airways, Headways, Gateways, or Water Levels through the Mines or Strata so purchased by the said Company, as may be requisite to enable such Proprietors, Lessees, or Tenants to ventilate, drain, work, and get the Mines on each Side of the Mines so purchased as aforesaid, the requisite Number of such Airways, Headways, Gateways, or Water Levels, in case the Parties differ about the same, being settled and decided by Two competent Persons, one to be appointed by the said Proprietor, Lessee, or Tenant, and the other by the said Company, or if either such Proprietor, Lessee, or Tenant, or the said Company, shall, for Seven Days after being required, neglect or decline to appoint such competent Persons, or if such competent Persons being appointed shall for Fourteen Days after their Appointment fail to agree upon the Matter referred to them, then the same shall be referred to the Decision of any Two Justices of the Peace for the County, Liberty, or Place

Place where such Mines shall be situate, whose Decision shall be binding, and such Justices are hereby authorized and empowered, at the Request of either Party, to take Cognizance of all such References, and to act therein accordingly: Provided always, that no Airway, Headway, Gateway, or Water Level shall be of greater Dimension or Section than Eight Feet wide and Eight Feet high; and the respective Proprietors, Lessees, or Tenants of such Mines, or other the Persons cutting and making the same, shall allow and repay unto the said Company for all Coal or other Mines worked or obtained by them from and out of such Airway, Headway, Gateway, or Water Level, at the same Rate or Price at which the said Company shall have purchased and paid for the said Mines.

LVII. And for the better ascertaining whether any such Mines are being worked or got, or about to be worked or gotten, so as to prejudice or damage the said Railway and other Works or any of them, be it further enacted, That it shall be lawful for the said Company, by themselves, their Agents and Workmen, from Time to Time and at all Times hereafter to enter upon any Lands through or near which the said intended Railway and other Works shall pass, wherein any such Mines shall be found, and likewise to enter into and return from any Coal-pits, Works, or other Mines, and for that Purpose to make use of any Gins, Whimsies, Tackling Ropes, Machines, Apparatus, or Machinery belonging to such Proprietors, Lessees, or Tenants, and to view, search, measure, latch, and use all other Means for discovering the Distance of the said intended Railway and other Works from the working Parts of such Mines respectively; and in case it shall appear that any such Mines have been worked or got contrary to the Directions of this Act, it shall be lawful for the said Company to give Notice to the Proprietors, Lessees, or Tenants of any such Mines, who have so worked or got the same contrary to the Directions of this Act, respectively to adopt and construct the requisite Means and Supports for sustaining, securing, and making safe the said Railway and other Works, and preventing any Injury which may arise in consequence of such Mines having been so got contrary to the Directions of this Act; and in case the said Proprietors, Lessees, or Tenants respectively shall not immediately after such Notice proceed to secure and make safe the said Railway, and use due Diligence in effecting the same to the Satisfaction of the said Company or their Engineer, then and in such Case it shall be lawful for the said Company, their Agents and Workmen, at the Expence, Costs, and Charges of such respective Proprietors, Lessees, and Tenants of such Mines, to enter into and upon all such Mines, and from Time to Time to use all necessary and reasonable Ways and Means for repairing, supporting, sustaining, securing, and making safe the said Railway and other Works; and such Expences, Costs, and Charges shall be recovered by the said Company from such Proprietor, Lessee, or Tenant who shall so respectively have worked or got the same contrary to the Directions of this Act, in such and the same Manner as the Rates, Tolls, or Sums by this Act granted may be recovered, and shall be applied for the Purposes of this Act.

Method of discovering when Mines are working under the Railway.

No Shaft to be sunk on the Railway.

LVIII. And be it further enacted, That from and after the passing of this Act no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the said Railway: Provided always, that it shall be lawful for any Proprietor, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to fix all such Ropes, Chains, Connection Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway, provided that by so doing such Proprietor, Lessee, or Tenant do not injure such Railway, or interrupt in any Manner the free Passage upon or along the same.

Limiting Width between Rails of Railway.

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

As to Ledges of Railway when crossing public Roads.

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

Railway not to cross Turnpike Roads on a Level.

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

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

LXII. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road or public Carriage Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Turnpike Road or public Carriage Road to the Centre of such Arch of not less than Sixteen Feet, and the Descent under any such Bridge shall not exceed One Foot in Thirteen Feet.

Regulating Ascent of Bridges for carrying public Roads over Railway.

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

LXIV. And

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

Openings into Tunnels not to be made in public Highways.

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

Tunnels not to be made by open Cuttings without Consent.

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

Tunnels at Oxhey Lane, &c.

LXVII. Provided also, and be it further enacted, That in all Cases wherein, in the Exercise of any of the Powers hereby granted, any Part of any Carriage or Horse Road, Railway or Tramroad, either public or private, shall be found necessary to be cut through, raised, sunk, taken, or so much injured as to be impassable or inconvenient for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall at their own Expence, before any such Road shall be so cut through, raised, sunk, taken, or injured as aforesaid, cause another good and sufficient Road (as the Case may require) to be set out and made instead thereof, as convenient for Passengers and Carriages as the said Road so to be cut through, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be; and where the Road cut through, raised, sunk, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made, and the principal Road shall be restored, within Six Calendar Months after the Commencement of the Operation.

Providing for Injury to Roads.

LXVIII. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway, not being a Turnpike Road, on a Level, the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such public Highway, where

Where the Railway crosses public Highways on a

Level, Com-
pany to erect
Gates on
each Side.

where the said Railway shall communicate therewith; all which Gates shall be constantly kept shut by some Person to be appointed by the said Company, and which Person the said Company are hereby required to appoint, except during the Times when Carriages passing along the said Railway shall have to cross such public Highway, and then the same shall be opened for the Purpose only of letting such Carriages pass through; and the Person intrusted with the Care of such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through the same, under the Penalty of Forty Shillings for every Default therein.

For fencing
off Railway
through
private
Lands.

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

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

LXX. And be it further enacted, That the said Company shall at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect, and from Time to Time maintain, such and so many convenient Gates in, upon, or adjoining the said Railway, and such and so many Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as Two or more Justices of the Peace for the said Counties of *Middlesex*, *Hertford*, *Buckingham*, *Northampton*, *Warwick*, or *Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, within their respective Jurisdictions, shall judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the Owners or Occupiers of the respective Lands through which such Railway shall be made, and for the commodious Use and Occupation of the Lands on either Side of the said Railway, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout, by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains,

and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, as the Case may require, to maintain and repair, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, as the said Justices shall have before directed or appointed to be made and erected as aforesaid, so that in making, erecting, repairing, or maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, the said Railway, or any of the Works by this Act authorized to be made or constructed by the said Company, shall not be obstructed for any longer Space of Time or be used in any other Manner than shall be unavoidably necessary; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in

[*Local.*]

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which

which the same would, if so erected or made, prevent or obstruct the working or using the said Railway.

Owners of Lands empowered to erect Gates, &c. in case of Insufficiency of those erected by Company.

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

Company to make sufficient Drains, &c. to carry Water off adjoining Lands.

LXXII. And be it further enacted, That the said Company shall and they are hereby required, from Time to Time, at their own Expence, to make such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands; and also to make proper Watering Places for Cattle, in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of easy and convenient Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Streams, or Springs of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose; and it shall be lawful for the said Company, and they are hereby required, from Time to Time, to make such and so many Watercourses and Drains by the Side of and along or under the said Railway, or in, through, over, and across any Lands thereto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over, and Tunnels for the same respectively, as any Two or more Justices of the Peace for
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the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, as the Case may require, shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall be given, by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway, to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or, being made, are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing to any Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, as the Case may require, from Time to Time, as often as there shall be Occasion; and the said Justices are hereby empowered, at their Discretion, to make and grant such Orders as aforesaid, enabling such Persons to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly, and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Five Days after Demand thereof made upon the said Company, such Expences may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

LXXIII. And be it further enacted, That nothing in this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands or upon the Lands of other Persons with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway, for the Purpose of passing, with Horses and Carriages, in, upon, or across such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway, for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: Provided also, that the said Company shall not be bound to make any such Openings in the Ledges

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway in convenient Places.

Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company, as to the proper Places for making any such Openings in the Ledges or Flanches of the said Railway, for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, within their respective Jurisdictions, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

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

LXXIV. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining the said Railway from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such first-mentioned Railway, Bridge, or Culvert for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company; and all such Railways, Bridges, and Culverts shall be made and erected, and from Time to Time repaired or renewed, under the Superintendence of the Engineer of the said Company, and according to Plans and Specifications to be submitted to and approved of by such Engineer previously to the commencing of such Railways, Bridges, and Culverts respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month, then such Plan and Specification shall be submitted to Two Magistrates, who shall make such Order therein as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby or by the want of Repair thereof done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done, it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LXXV. And

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

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

LXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall extend to authorize the said Railway Company, on any Account or Pretence whatsoever, to alter or divert the Course of the Feeder belonging to the Regent's Canal Company in the Parish of *Willesdon*, which conveys the Waters of the River *Brent* to the Grand Junction Canal; but that wherever the said Railway shall cross the said Feeder a good and sufficient Brick, Stone, or Iron Culvert, of the Diameter of Six Feet at the least, shall be constructed, at the sole Expence of the said Railway Company, but under the Direction and to the Approbation of the Engineer for the Time being of the said Regent's Canal Company, across the said Feeder, with a Head or retaining Wall at each End to support the said Railway; and the said Culvert shall be for ever after preserved in good Condition and Repair at the Cost and Expence of the said Railway Company; and that in case the said Railway Company shall neglect or refuse to repair such Culvert, head Walls or retaining Walls, or any of them, immediately after Notice in Writing for that Purpose shall be given them by the Secretary or Engineer to the Regent's Canal Company to repair and make good the same, it shall be lawful for the Engineer for the Time being of the Regent's Canal Company to cause the same to be repaired and made good, and the Expences thereof shall thereupon be paid by the said Railway Company to the said Regent's Canal Company; and in default thereof, within Twenty-one Days after Demand, the same may be recovered by Action of Debt against the said Railway Company in any of His Majesty's Courts of Record at *Westminster*.

For Protection of Feeder to Regent's Canal.

LXXVII. And whereas it is intended that the said Railway shall be carried under the *Marylebone* and *Finchley* Turnpike Roads in the County of *Middlesex*, by means of a Tunnel commencing in an Estate belonging to the Provost and College of *Eton*, and terminating in an Estate belonging to Colonel *Eyre*, both in the Parish of *Hampstead*; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under both the Roads called the *Marylebone* and *Finchley* Roads, at the Places where the said Railway, as delineated in the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Mouth or Opening of the said Tunnel on each Side thereof shall not be less than One hundred Yards from the said Roads respectively: Provided always, that in the Execution of the said Tunnel or Works no Use whatsoever shall be

For protecting Marylebone and Finchley Roads.

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made of the said Roads, or either of them, by the said Company, either by crossing the same Roads, or either of them, or by going or passing along the same, or otherwise howsoever, without the Consent of the said Trustees being first obtained in Writing; and in case such Consent shall be obtained, then Compensation shall be paid for the Use of the said Road or Roads, as they the said Trustees and the said Company shall previously agree upon.

Regulating
the Con-
struction of
Tunnels
under the
Roads here-
in described.

LXXVIII. And whereas it is intended that the said Railway shall be carried under the *London and Edgware Road* at *Kilburn*, the *London and Harrow Road* at *Kensall Green*, and the *London and Harrow Road* at *Wembley Green*, all in the County of *Middlesex*, and which are herein-after called Metropolis Roads, by means of Tunnels to be constructed by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct, at their own Expence, a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under each of the said Roads called the *London and Edgware Road* and the *London and Harrow Road*, at the several Places where the said Railway, as delineated on the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Length of each of such Tunnels shall not be less than Thirty Yards on each Side beyond the Extent of the said Roads and Footpaths; and that each of the said Tunnels shall be so constructed that the Soffit of the Arch thereof shall not be less than Three Feet beneath the Surface of the Road under which the same shall pass, when the Surface of the said Road shall have been made of such Level as herein-after is provided, except at *Kilburn*, where the same shall not be less than Two Feet.

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

LXXIX. And be it further enacted, That the Surface of each of the said Metropolis Roads shall, at the Places where the Tunnels shall pass under the same, be made and shall be of the Level following; that is to say, the Surface of the *London and Edgware Road* at *Kilburn* shall, by and at the Expence of the said Company, be raised, with Road Materials, Gravel, Flint, or Stone, and in a good and sufficient Manner, One Foot and no more above its present Level, at the Place where the said Railway shall be carried under the said Road by such Tunnel as aforesaid; and that the Surface of the *London and Harrow Road* at *Kensall Green* shall remain at its present Level; and that the Surface of the *London and Harrow Road* at *Wembley Green* shall, by and at the Expence of the said Company, be raised by Embankment to a Height not exceeding Eighteen Feet above its present Level at the Place where the said Railway shall intersect the said Road, and such Embankment, and the Road so raised thereby, shall be extended at the same Level on the Eastern Side of the said Railway along the Line of the said *London and Harrow Road* until it shall meet or fall in with a corresponding Level on the Surface of the said Road, so as to avoid all Undulations in the said Road, and on the Western Side of the said Railway the said Embankment and the Road so raised thereby shall be extended along the Line of the said *London and Harrow Road*,

Road, with an Inclination or Descent towards such Roads of not more than One Foot in Sixty Feet, until it shall fall in and unite with such Road; and that the present Breadth of the Carriageway, Footways, and any Dépôts for Materials on the Sides of the Road so to be raised by Embankment, shall in nowise be contracted, but the same shall, if necessary, and be so required by the Surveyor General for the Time being to the Commissioners of the Metropolis Roads, be enlarged to the Satisfaction of such Surveyor.

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

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

LXXXI. Provided always, and be it further enacted, That the Bridges and Tunnels hereby required to be constructed over and under the said Metropolis Roads respectively, and all Approaches, Walls, and other Works belonging to such Bridges and Tunnels respectively, and the said Embankments and raised Roads at *Wembley Green* and *Kilburn*, and such temporary substituted Roads as during the Construction of such Embankments and raised Roads it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and the Depth and Strength of Materials of such several Roads, and also all Repairs and Renewals of the said several Bridges and Tunnels which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Surveyor General for the Time being to the Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Bridges, Tunnels, Embankments, and the Works belonging thereto, and which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work, and that the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being; and previously to the Commencement of the said Bridges, Tunnels, and other Works, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Surveyor General for the Time being; and in case, in the Construction of the said Bridges and Tunnels, or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Roads, or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General to the said Commissioners of the Metropolis Roads, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alteration of the Metropolis Roads,

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

Roads, or any of them, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor General for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid on Demand by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

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

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

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

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

For protecting the Regent's Canal.

LXXXIV. And whereas the said Railway is intended to commence at or near the Regent's Canal in the Parish of *Saint Pancras*; be it enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the Regent's

Regent's Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or the Towing Path thereto, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or of any Part thereof, or to divert any of the Waters therein, or which may be taken for the Use of or which now supply the said Canal, or to interfere with or injure, or take or use, any of the Lands, Wharfs, Roads, Towing Paths, or any of the Works belonging to the said Company of Proprietors; and that it shall not be lawful for the said Railway Company, by the Exercise of any of the Powers, Privileges, or Authorities by this Act given to the said Railway Company, to take, use, damage, pass along, or interfere with the Road called the Commercial Road, leading from the Regent's Canal to the *Hampstead* Road, or the Foot Path of the said Commercial Road, or any of the Land Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders or other Works of or belonging to the said Regent's Canal, or any Part thereof, (except the said Feeder in the Parish of *Willesdon*,) without the Consent of the said Company of Proprietors of the Regent's Canal under their Common Seal first had and obtained.

LXXXV. And whereas the said Railway is intended to be carried over or near to the Grand Junction Canal, or to the Locks, Embankments, Side Ponds, or other Works thereof, in the respective Parishes of *Willesdon* in the County of *Middlesex*; of *Abbots Langley*, *Kings Langley*, *Hemel Hempsted*, *Great Berkhamsted*, and *Northchurch* in the County of *Hertford*; of *Cheddington*, *Linslade*, *Soulbury*, and *Woolwerton* in the County of *Buckingham*; and of *Blisworth*, *Gayton*, *Bugbrook*, *Lower Heyford*, *Whilton*, and *Long Buckby* in the County of *Northampton*; and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said Grand Junction Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Grand Junction Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the Counties of *Middlesex*, *Hertford*, *Buckingham*, and *Northampton*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said Grand Junction Canal, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Grand Junction Canal Company in Writing under their Common Seal first had and obtained.

For Protection of the Grand Junction Canal.

LXXXVI. And be it further enacted, That in carrying the said Railway over the said Grand Junction Canal the said Railway Company

Prescribing Manner of constructing

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Company

Bridges over
the Grand
Junction
Canal.

Company shall and they are hereby required, at their own Expence, to make, and at all Times for ever thereafter to maintain and keep in perfect Repair, good and substantial Bridges over the said Canal and the Towing Path thereto, with proper Approaches to each such Bridge; and the Soffit of each such Bridge shall be at least Ten Feet above the Top-water Level of the Canal at the Centre of the Water Way, and no Part of the Arch over the Towing Path shall be less than Eight Feet above the said Top-water Level of the said Canal, and each such Bridge shall be of such Width and Curve as shall leave a clear, uniform, and uninterrupted Opening of not less than Twenty-two Feet for the Water Way and Eight Feet for the Towing Path under each such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing each such Bridge over the said Grand Junction Canal, and of the necessary Repairs or Renewal thereof from Time to Time and at all Times, to leave an open and uninterrupted navigable Water Way in the said Canal of not less than Sixteen Feet in Width, during the Time of constructing and putting in the Foundation Walls of the Abutments of each of the said Bridges, and of the new Towing Path along the same, up to One Foot above the Top-water Level of the said Canal, and which Time shall not exceed Fifteen Days; nor shall less than Twenty-two Feet for the said Water Way and Eight Feet for the said Towing Path be left during the Remainder of the Period of constructing, or repairing, or renewing each such Bridge; and that the present Towing Path shall remain undisturbed until the new Towing Path Wall shall be erected, and the Ground made good and properly gravelled, and open for the free Passage of Horses under each such Bridge.

For prevent-
ing Obstruc-
tions in
Grand Junc-
tion Canal,
and pro-
viding for
Repairs of
Bridges, &c.
over the
Canal.

LXXXVII. And be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge over the said Grand Junction Canal, or of any of the Slopes, Banks or Walls of the said Railway near the said Canal, it shall happen that the said Grand Junction Canal, or the Towing Path thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Water Way and Towing Path 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 any such Case the said Railway Company shall pay to the said Grand Junction Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Grand Junction Canal Company the Sum of Thirty Pounds for every Hour during which the Obstruction shall continue, as or by way of ascertained Damages; and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on
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the Treasurer or any Officer of the said Railway Company, the said Grand Junction Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at *Westminster*; and in case the Bridges to be erected for the said Railway over the said Grand Junction Canal, or any of them, or the Towing Path Walls under the said Bridges, or the several Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Grand Junction Canal Company to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*; provided also, that nothing herein contained shall extend to prevent the said Grand Junction Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed, beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given by the Court before whom such Action shall be tried for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said Grand Junction Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Grand Junction Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

LXXXVIII. And whereas the said Railway is planned to cross the Grand Union Canal in the Parish of *Watford* in the County of *Northampton* in an oblique Direction, and by a Viaduct Bridge over the said Canal; be it further enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said Grand Union Canal, nor empower the said Railway Company to alter the Depth of the Level of the said Grand Union Canal, or to injure any of the Works thereof, or to alter the Line of the said Railway over the said Canal; and the Bridge over the said Canal and the Towing Path thereof shall have a clear and uniform Opening of not less than Twenty-two Feet for the Water Way and Eight Feet for the Towing Path under the same Bridge, and the Height of the Soffit of the Arch or Viaduct shall be at least Ten Feet

For Protec-
tion of Grand
Union Canal.

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

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

LXXXIX. And be it further enacted, That if the said Grand Union Canal shall be obstructed or impeded by any Act, Deed, Work, or Neglect of the said Railway Company, so as that the Boats and Horses navigating the same shall not be able to pass along or shall be impeded in the Passage along the same, contrary to the true Intent and Meaning of this Act, then in any or either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the Grand Union Canal the Sum of Fifty Pounds for every Twenty-four Hours during which such Obstruction shall continue on the said Grand Union Canal, as or by way of ascertained Damages, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, on Demand made of the Treasurer or principal Clerk of the said Railway Company, the said Grand Union Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Bridge, or the Towing Path of the said Grand Union Canal under the said Bridge, or the Brickwork of the Walls thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or or any Part thereof, shall not be kept in good and substantial Repair, it shall be lawful for the said Grand Union Canal Company to do the needful Repairs, and to recover the Amount of all the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

For protecting Newport Pagnell Canal.

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

execute any other Matter or Thing whatsoever whereby the Supply of Water from the said Grand Junction Canal for the Use of the Canal called the *Newport Pagnell* Canal, in the said County of *Buckingham*, or whereby the Navigation of the said *Newport Pagnell* Canal, or any of the Works thereto belonging, may be diminished, obstructed, injured, or in any Manner prejudiced or affected; and that nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, Interests, Privileges, Advantages, or Authorities which by Law are now vested in the Company of Proprietors of the said *Newport Pagnell* Canal.

XCI. And whereas the said Railway is intended to pass over and near the Line of the *Oxford* Canal Navigation, and it is expedient to make the following Provisions in consequence thereof; be it therefore enacted, That nothing in this Act contained shall take away, diminish, alter, prejudice, or affect any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Oxford* Canal Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal, or the Towing Path thereto, or any Part or Parts thereof respectively, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein, or which may be taken for the Use of or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated on the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the several Counties through which the said Railway is intended to pass, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of or belonging to the said *Oxford* Canal Navigation, or any Part thereof, shall be taken, used, or damaged, without the Consent of the said Company of Proprietors of the *Oxford* Canal Navigation under their Common Seal first had and obtained.

Not to interfere with *Oxford* Canal Navigation.

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

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

XCIII. And be it further enacted, That during the Erection of the said Bridge, and at all future Times during any Repairs thereof,

No Obstruction to be

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no

made to Oxford Canal during the building or repairing the Bridge over the same.

no Obstruction shall be occasioned to the Boats or Barges passing along the said Canal, or to the Towing Horses drawing the same, but that at all Times during such Erection or Repairs a Water Way of not less than Sixteen Feet, a Towing Path of not less than Eight Feet, and a clear Height of not less than Ten Feet from the Surface of the Water, shall be left above the said Canal and Towing Path, for the Navigation of the said Canal; and that the said Bridge shall be constructed, as regards its Position, Form, and Dimensions, over the said Canal, to the Satisfaction of the Principal Engineer for the Time being of the said Company of Proprietors of the *Oxford Canal*.

Penalty on Company obstructing the Oxford Canal Navigation.

XCIV. And be it further enacted, That if by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the said Bridge, or if by any Act or Omission of the said Railway Company, or any of their Agents, Servants, or Workmen, the said *Oxford Canal Navigation*, or the Towing Path thereof, shall be so obstructed as that Boats, Barges, or other Vessels navigating or using the same cannot pass, or shall be impeded in the Passage along the same, or in case the Space under the said Bridge shall at any Time be contracted so as to be less in Width or Height than is herein-before prescribed, then and in either of the said Cases the said Railway Company shall pay to the said Company of Proprietors of the *Oxford Canal Navigation*, as or by way of ascertained Damages, the Sum of Two hundred Pounds for every Twenty-four Hours during which such Obstruction or Contraction shall continue on the said Canal, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, or such Proportion thereof as shall become due, on Demand made of the Treasurer or any Officer of the said Railway Company, the said Company of Proprietors of the *Oxford Canal Navigation* may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Bridge over the said *Oxford Canal Navigation*, or any Part thereof, or the Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them, or any Part thereof respectively, shall not be kept in good and substantial Repair, it shall be lawful for the said Company of Proprietors of the *Oxford Canal Navigation* to do the needful Repairs, and to recover the Amount of the Expences from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

For protecting the Birmingham Canal, and regulating the Construction of the Bridge over the same, and

XCV. And whereas the said Railway is intended to be carried over the *Birmingham Canal Navigation* at a Place called *Nova Scotia Gardens*, in the Parish of *Aston* nigh *Birmingham*, by means of a Bridge or Viaduct: And whereas it is expedient to provide against the Injury that may be occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the Approbation of the Engineer

for the Time being of the Company of Proprietors of the *Birmingham* Canal Navigations, a good, firm, and substantial Bridge or Viaduct, of Brick, Stone, or Iron, over the said Canal and the Towing Paths thereof, with proper Approaches thereto, at the said Place called *Nova Scotia* Gardens, upon which Bridge or Viaduct the said Railway shall be made; and the Opening or Span of the Arch of the said Bridge or Viaduct shall not be less than Thirty-two Feet between the Walls or Abutments thereof, and the Spring of the Arch shall commence at a Point not being less than Seven Feet above the Surface of the Water, according to the High-water Level thereof, and the Underside of the Centre of the said Arch shall not be less than Twelve Feet in Height above the Surface of the Water, according to the High-water Level thereof; and the said Railway Company shall at all Times for ever after such Bridge or Viaduct shall be erected keep the same, and any future Bridges or Viaducts to be erected in lieu thereof, and which shall be of the like Dimensions, Capacity, and Materials as are herein-before mentioned, in good and complete Repair; and in case of any Want of Repair to the said Bridge or Viaduct, and Notice thereof being given by any Agent of the said *Birmingham* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Three Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Birmingham* Canal Company from Time to Time to make all such Repairs to the said Bridge or Viaduct as they may think necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said *Birmingham* Canal Company, upon Demand, and in default of such Payment any Two or more of His Majesty's Justices of the Peace for the said County of *Warwick* shall and they are hereby required, on Application by the said *Birmingham* Canal Company, or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be first settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Birmingham* Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or otherwise the said *Birmingham* Canal Company shall and may sue for and recover the same against the said Railway Company by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

the Repairs thereof.

XCVI. And be it further enacted, That the said Railway Company shall not, in the erecting of such Bridge or Viaduct, nor by means of such Bridge or Viaduct when erected, nor in the Repair thereof, nor in the Erection of any future Bridge or Viaduct in lieu thereof, contract the Width of the said *Birmingham* Canal or of the Towing Paths thereof, nor obstruct the Course of the Water nor impede the Navigation of the said Canal, nor shall the said Railway Company in erecting such Bridge or Viaduct deviate to the North from the Situation thereof laid down in the Plan lodged with the

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

Clerk

Clerk of the Peace for the County of *Warwick*, without the Consent in Writing of the said *Birmingham* Canal Company under their Common Seal first had and obtained.

Saving the Rights of the *Birmingham* Canal Company.

XCVII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Birmingham* Canal Navigations in and by the several Acts relating to the said Canals; but saving and reserving to the said Company all the Rights, Privileges, Powers, Authorities, and Provisions in the said Acts respectively contained, as if this Act had not been passed, save and except as is herein-before expressly provided for.

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

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

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

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

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

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

Company to purchase

CI. And whereas it is intended that the said Company shall purchase from the Right Honourable *Charles* Lord *Southampton* Baron *Southampton*,

Southampton, for the Purposes of this Act, the Piece of Land comprised in the following Description; that is to say, all that Piece or Parcel of Land situate, lying, and being on the North Side of the Regent's Canal, and extending Eastward from an intended Road leading from the Top of *Park Street* over a Bridge across the Regent's Canal (being the Second Bridge reckoned Westward from the *Hampstead Road*, exclusive of the Bridge built over the Canal in the *Hampstead Road*), into the *Hampstead Road*, at the East End of *Chalk Farm Lane*, containing in front next the said intended Road leading from the Top of *Park Street* over the said Second Bridge into the *Hampstead Road* aforesaid, running from the said Second Bridge to the *Hampstead Road*, One thousand four hundred and fifty Feet; then turning Southward, and running in an irregular Line next the said *Hampstead Road* to a Street called Commercial Road or Place, One thousand six hundred and fifty Feet; then turning Westward to an Angle Four hundred and ninety Feet; then turning further Southward to an Angle Two hundred and twenty Feet; then turning further Westward, and running by the Side of the Towing Path of the Regent's Canal to the Front next the said Second Bridge, Seven hundred and thirty Feet; the Dimensions being of Assize, and severally little more or less; and also all that triangular Piece or Parcel of Land situate, lying, and being on the West Side of the said intended Road leading from the Top of *Park Street* over the said Second Bridge into the *Hampstead Road*, at the East Corner of *Chalk Farm Lane*, containing in front next the said intended Road, reckoning from *Chalk Farm Lane* Southward to an Angle, Seven hundred Feet; then turning in a North-west Direction, and running to *Chalk Farm Lane*, Eight hundred and sixty Feet; and then turning Eastward in an irregular Line next *Chalk Farm Lane*, and running to the Front next the said intended Road, Five hundred and sixty Feet; the Dimensions being of Assize, and severally little more or less; and it is expedient that the said Purchase should be completed, if at all, as speedily as conveniently may be after the passing of this Act; be it enacted, therefore, That in case the said Company shall not within Twelve Calendar Months from the passing of this Act complete the said Purchase, by paying to the said *Charles Lord Southampton* the Value of the said Pieces of Land, and accepting from the said *Charles Lord Southampton* a Conveyance of such Pieces of Land, he the said *Charles Lord Southampton* being on his Part within the Period aforesaid ready and willing to make a good Title to and effectually to convey the said Pieces of Land to the said Company, on receiving the Value thereof, then and from thenceforth all Powers, Privileges, and Authorities by this Act given to the said Company over or affecting the Lands of the said *Charles Lord Southampton*, or in anywise relating thereto, shall cease and be utterly void.

CII. And whereas with a view to the improving the Lands of the said *Charles Lord Southampton* adjoining or near the Lands so intended to be taken by the said Company for the Purposes of this Act, certain Roads or Streets have been laid down or marked out, which Roads or Streets as marked out traverse the Land so intended to be taken by the said Company, and it is intended that such Roads

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or

certain Land from Lord Southampton within Twelve Months.

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

or Streets shall be continued and made through the Lands so intended to be taken; be it therefore enacted, That the said Company shall, within Two Years after they shall be in possession of the said Pieces of Land, at their own Expence, lay down and make, and from Time to Time thereafter keep in repair, a Road or Street Fifty Feet in Width, traversing the said Pieces of Land in a Direction from the Top of *Park Street*, across and over a certain Bridge built over the Regent's Canal (being the First Bridge reckoned West from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road*), leading to the *Hampstead Road*, commencing at the Foot of the said Bridge, and terminating at the said Road called the *Hampstead Road*, and also another Road or Street of the like Width of Fifty Feet, traversing the said Pieces of Land in a Direction from the Top of the said Street called *Park Street*, across and over another Bridge built over the Regent's Canal (and being the Second Bridge reckoned Westward from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road*), to the said Road leading to *Hampstead* called the *Hampstead Road*, commencing at the Foot of the said Second Bridge, and terminating at the *Hampstead Road*.

Tunnel
through
Chalcot's
Estate.

CIII. And whereas the Line of the said intended Railway passes through an Estate belonging to the Provost and College of *Eton*, called *Chalcot's*, situate in the Parish of *Saint John Hampstead* in the County of *Middlesex*, and a little to the North of the *Regent's Park*: And whereas the said Provost and College, in the Year One thousand eight hundred and twenty-six, obtained an Act of Parliament enabling them to grant Building Leases of the said Estate, and thereby to improve the Value thereof, and in contemplation of such Building Leases the said Provost and College have laid out a Main Road along Part of their said Estate, the Course of which coincides with the Line of the said intended Railway, Part of which has been already made, and they have also made a Branch Road diverging from the said Main Road, and proceeding thence in a northerly Direction: And whereas it is expedient that the said Railway shall be carried through the said *Chalcot's* Estate with as little Detriment as possible to the Value and the intended Improvement thereof; be it therefore enacted, That the said intended Railway shall for the Length of Seven hundred and thirty Yards at the least, to be computed from the Point where the Line of the said intended Railway crosses the Western Boundary of the said *Chalcot's* Estate, be carried under the said Estate along a Tunnel to be constructed by the said Company for that Purpose, and that the Mouth of the said Tunnel at the Eastern End thereof shall be made good and finished with a substantial and ornamental Facing of Brickwork or Masonry, to the Satisfaction of the Surveyor or Architect of the said Provost and College, so as effectually to prevent the Soil immediately above or around such Mouth from giving way or slipping down, and that the said Company shall at all Times for ever after such Tunnels and Facing shall have been constructed keep the same in repair.

The Tunnel
in Chalcot's

CIV. And be it further enacted, That the said Tunnel, so far as it passes through the said *Chalcot's* Estate, shall be made and formed

by tunnelling, and without cutting or removing the Surface of the Ground under which it shall pass, save and except for the Distance of Twenty Yards from the Entrance thereof, and save and except that it shall be lawful for the said Company to make such temporary Shafts as shall be found necessary for constructing the said Tunnel, subject to the Restrictions following; namely, that no such Shaft shall exceed Eight Feet in Diameter, that only Three such Shafts shall be open at One Time, and that all of them shall be effectually fenced whilst they shall remain open, and shall, except such permanent Shaft as herein-after is authorized to be made, ultimately, within Four Years from the passing of this Act, be filled up, and the Ground made good over the same.

Estate to be formed by tunnelling, and not by open cutting.

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

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

CVI. And be it further enacted, That the Ground, Soil, and Surface above the said Tunnel shall remain the Property of the said Provost and College of *Eton*, who may at any Time hereafter erect, or cause or permit to be erected, any Buildings thereupon, and that the said Tunnel shall be constructed of sufficient Strength to admit of such Buildings being erected: Provided nevertheless, that as respects those Portions of the said Tunnel where the Crown thereof is within Fifteen Feet of the Surface of the Ground over the same, no Building shall be erected over such Portions, nor shall the Ground or Soil over such Portions be moved or disturbed by the said Provost and College of *Eton*, or any Person claiming under them, except for the Purpose of Cultivation.

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

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

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

CVIII. And

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

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

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

CIX. And be it further enacted, That no Spoil Earth or Materials arising from or relating to the said Railway or any of the Works connected therewith shall be deposited, laid, or prepared on any Part of the said *Chalcot's* Estate to the North of the said intended Line of Railway, without the Consent of the said Provost and College, testified as aforesaid; and in case, after the said Railway shall be completed, the said Company shall require any Spoil Earth to be permanently left on any Part of the said Estate, the same shall be spread over the Surface in such Manner that the Depth thereof shall in no Place exceed Five Feet in Thickness.

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

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

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

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

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

CXII. And whereas the Line of the intended Railway crosses the Valley of *Woolverton* in the Parishes of *Woolverton* and *Haversham* in the said County of *Buckingham*, and the Channels of the River *Ouse* which flow through the said Valley; and in order to prevent the Obstruction of the Current of the said River in Times of Flood, and the Damage to the adjacent Lands from the Violence and long Continuance of the Flood or Land Waters, be it therefore further enacted, That the said Company shall and they are hereby required, in carrying the said Railway across the said Valley, to erect

erect and build at their own Expence, upon the Lands of the Trustees for the Time being of the Will of Doctor *John Radcliffe* deceased, a good, firm, and substantial Bridge or Viaduct of Brick or Stone over the said River, to have at least Three hundred and fifty Feet in Width clear Water Way, in the most effectual Situation for discharging the Waters brought down by the said River in Times of Flood, and the Soffit or Underside of the Key Stone of every Arch of the said Bridge or Viaduct shall not be less than Twenty-five Feet above the mean Level of the Surface of the Land in the said Valley at that Place, nor shall the Water Way under any One Arch of the said Bridge or Viaduct be less than Fifty Feet in Width between the Piers thereof; and that there shall not be less than Seven of such Arches or Waterways as herein-before described; and for the better Protection of the Land on each Side of the said Bridge or Viaduct, the said Company shall cause to be built and laid down the Walls and Pavement of Stone or Brick, and such other Works as are herein-after described; that is to say, Two Walls of the Length of Two hundred Feet, and not less than Three Feet in Thickness, on the Rip-stream or West Side of the said Bridge or Viaduct, parallel to and at the Distance of Fifty Feet from each other, and in Two Lines, which shall be perpendicular to the Line of the said Bridge or Viaduct; the Down-stream Ends of the said Two Walls shall be joined to the Two Piers which support the middle Arch of the said Bridge or Viaduct; and also Two other Walls, to be constructed in manner aforesaid, of the Length of Two hundred Feet, on the Down-stream or East Side of the said Bridge or Viaduct, and the Up-stream Ends of the said last-mentioned Two Walls shall be joined to the said Two last-mentioned Piers, but the said last-mentioned Two Walls shall not be parallel to each other, but shall diverge, so that the Down-stream or Eastern Ends thereof shall be Eighty Feet apart from each other, making the Space between the said Two Walls on the West Side, and the Space between the said Two Piers, and the Space between the said Two Walls on the East Side of the said Bridge or Viaduct, a continuous Channel for the Water flowing down the said Valley at ordinary Times when there are no Floods; the Tops of the said Walls shall be on a Level with or of the same Height as the Surface of the adjoining Land, and the Foundations of the said Walls where they are joined to the said Piers to be laid Eight Feet at least below the Surface of the Water of the said River at its ordinary Height; and at the other Ends of the aforesaid Walls, namely, at the Up-stream Ends of the Two Walls on the West Side of the said Bridge or Viaduct, and at the Down-stream Ends of the Two Walls on the East Side of the said Bridge or Viaduct, the Foundations of the said Walls shall be laid not less than Two Feet below the Bottom of the present Channel of the said River *Ouse*; the whole of the Bottom of the said Channel between the said Four Walls and the said Two Piers shall be paved, and that the said Pavement shall be at least Nine Inches thick, and that the upper Surface of the said Pavement immediately below the said middle Arch of the said Bridge shall be Six Feet at least below the Surface of the Water at its ordinary Height, or when there is no Flood, and that the Up-stream and Down-stream Ends of the said Channel, the upper Surface of the said Pavement, shall be made to

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correspond to or be laid at the same Level as the Bed or Bottom of the present Channel of the said River; and previously to building the said Walls and laying down the said Pavement, Two Oak Sills, Twelve Inches square at least, shall be laid down one at each End of the said Channel; each of the said Sills shall be made to rest upon Piles driven into the Bed of the River, so that the said Piles under either of the said Sills shall not be more than Ten Feet apart from each other; and each of the said Sills shall lie across the said Channel, one at each End thereof where the said Pavement terminates, so that the upper Surfaces of the said Sills and Pavements shall be in the same Plane; on one Side of and close to each of the said Sills, namely, on that Side farthest from the said Viaduct, a Row of close Piles shall be driven to the Depth of Six Feet at least below the Top of each of the said Sills, and the said close Piles shall not be less than Three Inches in Thickness; the Length of each of the said Sills at each End of the said Channel shall be such that both Ends of both the said Sills shall pass through the whole Thickness of each of the said Walls, and the Lengths of both the said Rows of close Piles shall be made to correspond with the Length of the said Sills respectively; and the said Company shall also cause to be built Four other Walls, namely, Two on the East and Two on the West Side of the said Bridge or Viaduct; the Two Walls on the West Side shall be parallel to and at the Distance of not less than Thirty Feet from the said Bridge or Viaduct; one of the said last-mentioned Walls shall extend from the Wall on the South Side of the herein-before mentioned continuous Channel to the Wing Wall of the Southern Abutment of the said Bridge or Viaduct, and the other of the said last-mentioned Two Walls shall extend from the Wall on the North Side of the said continuous Channel to the Wing Wall of the Northern Abutment of the said Bridge or Viaduct; the Two said Walls on the East Side of the said Bridge or Viaduct shall also be parallel thereto, and at the Distance therefrom of not less than Sixty Feet; and one of the said Two last-mentioned Walls shall extend from the Wall on the South Side of the herein-before mentioned continuous Channel to the Wing Wall of the Southern Abutment of the said Bridge or Viaduct, and the other of the said last-mentioned Two Walls shall extend from the Wall on the North Side of the said Channel to the Wing Wall of the Northern Abutment of the said Bridge or Viaduct; the Tops of the said last-mentioned Four Walls shall be on a Level with the Surface of the Land in which they are placed, and the Foundations of the said Four Walls shall be laid Three Feet at least below the said Surface of the said Land, and the said Four Walls shall not be less than Eighteen Inches in Thickness; the whole Surface or Area of the Space which shall be included between the said Four last-mentioned Walls, the Two Walls on the North and South Sides of the said continuous Channel, the North and South Abutments, the said Wing Walls, and the several Piers of the said Bridge or Viaduct, shall be well and effectually paved with Brick or Stone of not less than Nine Inches in Thickness, so that the Surface of the said Pavement shall be level, and as near as may be in the same Plane as the Surface of the adjoining Land: Provided always, that One of the Arches under the said Bridge or Viaduct, and a Space of Fifty Feet over and across the

said Pavement opposite to such Arch, shall be well and effectually paved with Stone, for the Purpose of carrying a Road under the said Bridge or Viaduct; the Arch and Space so to be paved with Stone shall be specified in Writing under the Hand or Hands of One or more of the said Trustees for the Time being; and the said Bridge or Viaduct, with the several Walls and the Pavement thereto belonging, shall be erected, built, and laid down to the Satisfaction of the Engineer employed by the said Trustees for the Time being.

CXIII. Provided nevertheless, and be it further enacted, That if the said Trustees for the Time being, or any Three or more of them, shall be satisfied that a Water Way to consist of a less Span than Three hundred and fifty Feet will be sufficient for the Purposes aforesaid, or if any of the Works herein-before specified and directed to be done shall appear to them to be unnecessary, and the said Trustees or any Three of them shall by Writing under their respective Hands certify the same, and what less Number of Feet will be sufficient for such Water Way, and what Part or Parts of such Works will be unnecessary, then and in that Case the said Company shall not be compellable to make any Part or Parts of the Works so certified to be unnecessary.

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

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

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

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

For making Culverts on the Radcliffe Estate.

or

or Runner of Water at the Foot of the South Side of the said Valley in the Parish of *Woolverton*, and also One other Culvert of Six Feet Diameter, or Two other Culverts of Three Feet Diameter, over or across the Stream or Runner of Water at the Foot of the North Side of the said Valley in the Parish of *Haversham*.

For keeping
Viaduct, &c.
in repair.

CXVI. And be it further enacted, That the said Company shall at all Times for ever after such Bridge or Viaduct, with the Walls and Pavement thereto belonging, Culverts and Bridges, shall have been erected according to the Provisions herein-before contained, keep the same and any future Bridge or Viaduct, with the Walls and Pavements thereto, Culverts and Bridges, which may hereafter be erected by the said Company on the Lands of the said Trustees at *Woolverton*, in good, perfect, and complete Repair; and it shall be lawful for the said Trustees for the Time being, or any Three or more of them, to give to the said Company Notice or Warning in Writing, specifying any Defects, Wants of Reparation and Amendment to the aforesaid Works, and requiring the said Company to amend the same within Three Months next after such Notice or Warning shall have been given, within which Time the said Company shall and they are hereby required to repair and amend the same accordingly; and in case the same be not repaired, amended, and done within such Space of Three Months, then it shall and may be lawful to and for the said Trustees, or the Trustees of the said Will of the said *John Radcliffe* for the Time being, to cause the same to be repaired, amended, and done; and for that Purpose the said Trustees, and their Agents, Servants, and Workmen, shall have full Liberty of Ingress, Egress, and Regress, from Time to Time, into, over, and upon the aforesaid Works, and every or any Part thereof; and the said Company shall and they are hereby required to pay to the said Trustees, or the Trustees for the Time being, the Charge and Expence of repairing, amending, and doing the same, within the Space of One Month next after such Repairs shall be made; and on Nonpayment thereof the same shall be recoverable in manner by this Act directed for the levying of any Penalties or Forfeitures.

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

CXVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company, their Agents, Workmen, or any other Person, to alter, vary, or divert the Course or Channel of the River *Avon*, or the Course or Channel of any other River, Brook, or Stream which now at the Time of the passing of this Act flows through, over, or across, alongside, or adjoining to, or which skirts or bounds certain Fields or Lands in the Township, Hamlet, or Lordship of *Brandon* in the Parish of *Wolston* in the said County of *Warwick*, the Property of the Most Honourable *George Augustus Francis Rawdon Hastings*, Marquis of *Hastings*, and numbered respectively 46, 48, 49, 50, 51, 58, 59, 60, 61, 62, 63, in the said Maps or Plans and Books of Reference herein-before mentioned or referred to.

Company
not to divert

CXVIII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company,

Company, their Agents, Workmen, or any other Person, to alter, vary, or divert the Course or Channel of the said River *Avon*, or the Course or Channel of any other River, Brook, or Stream, which now, at the Time of the passing of this Act, flows through, over, or across, alongside, or adjoining to, or which skirts or bounds certain Fields or Lands in the Parishes of *Hillmorton* and *Clifton*, or one of them, in the said County of *Warwick*, the Property of the said *George Augustus Francis Rawdon Hastings*, Marquis of *Hastings*, and numbered respectively 57, 61, 62, 65, 66, in the said Maps or Plans and Books of Reference herein-before mentioned or referred to.

any River, &c. through the Lands of the Marquis of Hastings, in the Parishes of Hillmorton and Clifton.

CXIX. And be it further enacted, That in all Cases wherein the said Railway shall cross the said River *Avon*, or any other River, Brook, or Stream at or on any Part or Parts, Place or Places of or belonging to the Estates and Lands of the said Marquis of *Hastings*, in the said Township, Hamlet, or Lordship of *Brandon* in the said Parish of *Wolston*, and in the said Parishes of *Hillmorton* and *Clifton*, or one of them, or any or either of the said Estates and Lands, the said Company shall erect and build, and at all Times maintain, a sufficient Number of Bridges, for the Purpose of carrying the said Railway over or across the said River *Avon*, and all and every other such River or Rivers, Brook or Brooks, Stream or Streams, as now flow through, over, or across, alongside, or adjoining to, or which skirt or bound the said Estates and Lands of the said Marquis of *Hastings*, and of preserving the present Course and Channel of the said River *Avon*, and the present Course or Channel of every such other River, Brook, and Stream as last aforesaid; and that the Waterway of the said River *Avon*, and of every such other River, Brook, and Stream, which shall be so crossed as aforesaid, shall not be reduced or diminished at the Place where every such Bridge shall be erected; and the Arch of every such Bridge shall be of a sufficient Height from the usual average Surface of the Water to the Centre of every such Arch.

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

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

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

CXXI. And be it further enacted, That the said Company shall and they are hereby required, in making and constructing the said Railway, to construct and make, and at all Times to maintain, Three good and sufficient Bridges, Viaducts, Tunnels, or Passages under and through the Embankment of the said Railway, and over

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

[Local.]

9 Q

and

in Hillmor-
ton.

and across the Excavation of the said Railway, as the Case may happen to be, at that Part of the said Railway which will sever the Estate and Lands of the said Marquis of *Hastings* situate in the said Parish of *Hillmorton*, for the better Occupation and Enjoyment of the said last-mentioned Estate and Lands; and that such Three Bridges, Viaducts, Tunnels, and Passages as last aforesaid shall be constructed and made by the said Company in such Places as the said Marquis of *Hastings*, his Heirs or Assigns, or the Person for the Time being entitled to the Rents and Profits of the said last-mentioned Estate and Lands, shall direct and appoint.

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

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

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

CXXIII. And be it further enacted, That where any such Bridge, Viaduct, Tunnel, or Passage as last aforesaid shall be constructed and made by the said Company, for the better Occupation and Enjoyment of the said Estates and Lands of and belonging to the said Marquis of *Hastings* under and through the Embankment of the said Railway, the Width of the Roadway and the Span of the Arch of every such Bridge, Viaduct, Tunnel, and Passage as last aforesaid shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space along every such Passage, and under every such Arch, of not less than Fifteen Feet, and of a Height from the Surface of the Roadway to the Centre of every such Arch of not less than Sixteen Feet, and that the Ascent and Descent or Rise and Fall of Roadway under any such Bridge shall not exceed One Foot in Eighteen Feet.

CXXIV. Pro-

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

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

CXXV. And be it further enacted, That where any Bridge, Viaduct, Tunnel, or Passage shall be constructed and made by the said Company, for the better Occupation and Enjoyment of the Estate and Lands of and belonging to the Reverend *William Pearson* Doctor of Laws, under and through the Embankment of the said Railway, the Width of the Roadway, and the Span of the Arch of every such Bridge, Viaduct, Tunnel, and Passage, shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space along every such Passage and under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of the Roadway to the Centre of every such Arch of not less than Sixteen Feet, and that the Ascent and Descent or Rise and Fall of Roadway under any such Bridge shall not exceed One Foot in Eighteen Feet.

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

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

Regulating the Approaches to Bridges on Dr. Pearson's Estate.

CXXVII. Pro-

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

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

Earth, &c.
not to be de-
posited on
Lands of Dr.
Pearson in
Hillmorton.

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

First and
other Gene-
ral Meetings.

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

Meetings of
Proprietors.

CXXX. And be it further enacted, That One hundred or more Proprietors of the said Company, holding in the Aggregate Two
I
thousand

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

may be specially convened

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

Business at Special and Adjourned General Meetings.

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

Notice of Meetings how to be given at Meetings.

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

Directing how Subscribers shall vote at Meetings.

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

Form of
Proxy.

‘ *A. B.* of _____ one of the Proprietors of
 ‘ the *London and Birmingham* Railway Company, doth hereby
 ‘ appoint *C. D.* of _____
 ‘ _____ to be the Proxy of the said *A. B.*, to vote, or give
 ‘ his Assent to or Dissent from any Business, Matter, or Thing
 ‘ relating to the said Undertaking, which shall be proposed at any
 ‘ General or Special General Meeting of the said Company, in such
 ‘ Manner as he the said *C. D.* shall think proper. In witness
 ‘ whereof, the said *A. B.* hath hereunto set his Hand [*or Common*
 ‘ Seal] the _____ Day of _____

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

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

CXXXV. And

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

Lunatics and Minors to vote by Committees and Guardians.

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

Proprietors in arrear not to vote.

CXXXVII. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, Twenty-four Persons who shall be Proprietors, and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking, shall be elected Directors to manage the Affairs of the said Company by the Proprietors present at such Meeting, either personally or by Proxy, Ten at the least of which Directors so qualified shall be Proprietors residing in or within Twenty Miles of *London*, and Ten at the least shall be Proprietors residing in or within Twenty Miles of *Birmingham*; and of the Directors so elected as aforesaid Eight shall be competent to act; and the several Persons so to be elected, being neither removed nor disqualified, nor resigning, shall continue in Office and be Directors until the Half-yearly General Meeting of the said Company which shall be held in the Month of *August* in the Year of our Lord One thousand eight hundred and thirty-four, and until others shall be elected in their Stead, in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration (if any) shall from Time to Time be allowed to the Directors of the said Company.

First General Meeting to choose Directors.

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

Directors to go out annually by Rotation.

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

Directors going out of Office re-eligible.

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

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

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

For supplying Vacancies in Direction.

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

Proprietor so elected to fill up any such Vacancy shall be a Member of the same Committee, and shall continue in Office as a Director so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue had he lived and remained in Office.

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

No Person holding Office capable of being a Director.

CXLIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation, and Direction of the Affairs of the said Company, or relative thereto, which the said Company are by this Act authorized to do, except such as are herein required and directed to be done at some General or Special General Meeting of the said Company; and the said Directors shall appoint and displace all the Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place, such Places being *London* or *Birmingham*, as they shall think proper; and there shall be Eight Directors at the least present in order to constitute a Meeting; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and no Director shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who, in case of an equal Division, shall have a second or casting Vote as such Chairman; and the said Directors shall keep a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time make Report thereof to the said Half-yearly General Meetings, and (if required) to the Special General Meetings of the said Company, and shall obey their Orders and Directions; and the said Directors shall also keep full and true

Powers and Duties of Directors.

[Local.]

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Accounts

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

Meeting of
Directors to
choose Com-
mittees.

CXLIV. And be it further enacted, That at the First Meeting of Directors which shall be held after the passing of this Act, and at the First Meeting of the Directors which shall be held next after the first Appointment of Directors under the Provision herein contained, and at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of *August* in each Year, except the Year One thousand eight hundred and thirty-three, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company Two Committees, each of which Committees shall consist of Twelve Directors; and the one of such Committees shall be called the *London* Committee, and the other the *Birmingham* Committee; and that of the *London* Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of *London*, and the other Two Members shall be unrestricted as to Place of Residence; and that of the *Birmingham* Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of *Birmingham*, and the other Two Members shall be unrestricted as to Place of Residence; and such Committees respectively shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in or about the said Undertaking which the said Directors shall from Time to Time think proper to intrust to the Care and Management of such Committees respectively (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and such Committees respectively shall have Power to meet from Time to Time,

Time, and to adjourn from Place to Place, as they shall think proper; and as Occasion shall require, for effecting the Purposes aforesaid; and all Powers and Authorities hereby vested in or which shall by the said Directors be confided to any such Committee within the Intent and Meaning of this Act shall and may be exercised by Five of the Members present at the respective Meetings of such Committee; and at all Meetings of the said Committees One of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject entertained by the said Committee shall have an additional or casting Vote.

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

Committees may appoint Sub-Committees.

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

Contracts to be signed by Five Directors.

CXLVII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special, of the said Company and of the said Directors, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence

Orders and Proceedings to be entered in a Book.

Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or being Directors, as the Case may be.

Directors to cause Accounts to be kept.

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

Chairman and Deputy Chairman of Directors to be appointed.

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

At Meetings of the Company, Chairman or De-

CL. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors,

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

puty Chair-
man of Di-
rectors to
preside.

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

First Direc-
tors of the
Company.

CLII. Provided also, and be it further enacted, That it shall not be lawful for the said Directors to appoint any Person who may be appointed a Secretary or Clerk in the Execution of this Act, or the Partner of such Secretary or Clerk, or any Person in the Service or Employ of such Secretary or Clerk, or of his Partner, to be a Treasurer for the Purposes of this Act, or to appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or any Person in the Service or Employ of such Treasurer or of his Partner, to be the Secretary or Clerk of the said Company for the Purposes of this Act; and if any Person shall accept both the Offices of Secretary or Clerk and Treasurer for the Purposes of this Act, or if any Person, being the Partner of such Secretary or Clerk, or in the Service or Employ of such Secretary or Clerk or of his Partner, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of such Treasurer, or in the Service or Employ of such Treasurer or of his Partner, shall accept the Office of Secretary or Clerk in the Execution of this Act, or shall

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

[Local.]

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act

act as Deputy of such Secretary or Clerk, or in any Manner officiate for such Secretary or Clerk, or if any such Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Officers to
account.

CLIII. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company, make out and deliver to the said Company, or to such Persons as they shall for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and such Account shall state how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer or Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Persons as the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company, or to such Persons as they shall appoint, within Three Days after being thereunto required by the said Company or by such other Persons as last aforesaid, all Books, Papers, and Writings in his Possession or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company, or by any other Person on their Behalf, to any Justice of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing or not being to be found to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or
if

if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required, by Warrant under his Hand and Seal, to commit such Officer or Person to some Common Gaol or House of Correction of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, (as the Case may require,) there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company for such Money and Charges, and have paid the Composition Money to the said Company (and which Composition the said Company are hereby empowered to make), or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings, to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

CLIV. And be it further enacted, That the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them shall seem expedient for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Bye Laws, Orders, and Rules, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same, as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalty may by this Act be levied and recovered; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published, and painted on Boards, shall be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls shall be collected or paid, under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same, provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this Act contained; and all such

Company
empowered
to make
Bye Laws.

such Bye Laws, Orders, and Rules shall be subject to Appeal in manner herein-after mentioned.

Accounts to be made up half-yearly.

CLV. And be it further enacted, That the said Company, or the Directors of the said Company, shall and they are hereby required to cause a true and particular Account to be kept, and to be made up twice in every Year, that is to say, on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making, maintaining, and carrying on the said Undertaking and of all other the Receipts and Expenditure of the said Company, up to those Periods respectively, which Account shall be laid before the Half-yearly General Meeting of the said Company herein-before directed to be held in the Months of *August* and *February* respectively, and which Account shall also be produced to any Proprietor who shall require to be allowed to examine or inspect the same at any Time within Fourteen days prior to the Day of such Half-yearly General Meeting: Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company, to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee or any Three Members thereof all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

Dividend to be declared.

CLVI. And be it further enacted, That it shall be lawful for the said Company, and they are hereby empowered, from Time to Time, at any Half-yearly General Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, if the Majority of the Proprietors present at such Meeting shall think proper so to do; and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividends shall not be made oftener than quarterly; and no Dividends shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired; nor shall any Dividend be paid in respect of any Share after a Day appointed for Payment of any Call of Money in respect thereof until such Call shall have been paid.

Names of Proprietors to be entered, and Certificates

CLVII. And be it further enacted, that the said Company shall and they are hereby required, at their first or some subsequent General Meeting, and afterwards from Time to Time, to cause the Names of the several Corporations, and the Names and Additions of
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the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and the said Company shall from Time to Time cause a Certificate or Ticket, with the Common Seal of the said Company affixed thereto, to be delivered to every such Proprietor, on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking; such Proprietor paying to the said Company the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *prima facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; (that is to say,)

of their Shares to be delivered to them.

‘ The *London and Birmingham* Railway Company.

‘ Number

‘ THESE are to certify, That *A. B.* of _____ is the Proprietor of the Share Number _____ of the *London and Birmingham* Railway Company, subject to the Rules, Regulations, and Orders of the said Company. Given under the Common Seal of the said Company the _____ Day of _____ in the _____ Year of our Lord _____

Form of Certificate.

CLVIII. And be it further enacted, That if any such Certificate or Ticket as aforesaid shall be worn out or damaged, then, upon the same being produced at some Meeting of the Directors of the said Company, such Certificate or Ticket may be cancelled and destroyed, and another similar Certificate or Ticket be given to the Party in whom the Property of such Certificate or Ticket, and of the Shares therein mentioned, shall be at the Time vested; or in case such Certificate or Ticket shall be burnt or totally destroyed or lost, then, upon due Proof thereof, a similar Certificate or Ticket shall be given to the Party who was the Proprietor of or entitled to the Certificate or Ticket so burnt, destroyed, or lost; and a due Entry of the Substitute or Duplicate of each such Certificate or Ticket shall be made by the said Company in manner herein directed, the said Company receiving for every such Certificate or Ticket which shall so be given or exchanged the Sum of Two Shillings and Sixpence, and no more.

For granting new Certificates when old ones are destroyed or worn out.

CLIX. And be it further enacted, That the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of the said Undertaking, and of the several Corporations and Persons who shall from Time to Time become Proprietors thereof, or be entitled to any Share therein; and every

Company to enter and keep List of Proprietors of Shares.

[Local.]

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Proprietor

Proprietor of the said Undertaking (or in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed) may at all convenient Times have Recourse to and peruse such Book *gratis*, and may demand and have Copies thereof, or of any Part thereof, paying at and after the Rate of Sixpence for every One hundred Words so copied.

For ascer-
taining Pro-
prietorship
of Shares
in case of
Deaths, &c.,
in order to
the Payment
of Dividends
in respect of
such Shares.

CLX. And whereas by the Death of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That in all Cases when the Right of Property in any Share in the said Undertaking shall pass from any Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein-before directed, an Affidavit or Affirmation in Writing shall be made and sworn to, or in the Case of Quakers affirmed to, by some credible Person, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, stating the Manner in which such Share hath been passed to such other Person or Corporation; and such Affidavit or Affirmation shall be transmitted to the said Company, who shall thereupon enter and register the Name of every such new Proprietor in the Register Book or List of Proprietors of the said Company; and the said Company shall be entitled to receive, for each such Entry as is herein-before directed, the Sum of Two Shillings and Sixpence, and no more; and the said Company shall not be bound to see to the Execution of any Trust, whether express or constructive, to which any such Share shall be subject or liable; and before such Affidavit or Affirmation shall have been transmitted, and such Entry made as aforesaid, no Person or Corporation to whom any such Share shall have passed as aforesaid shall be entitled to receive any Part of the Profits of the said Undertaking, or to vote, or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, that before any Person who shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor shall be entitled to receive the same, or be entitled to vote in respect of any Share, an Affidavit, or in the Case of a Quaker an Affirmation, in Writing, containing a Copy of the Register of such Marriage, or other Particulars of the Celebration thereof, and identifying the Wife as the Proprietor of the Share in respect whereof any such Claim may be made, shall be made and sworn to or affirmed to by some credible Person before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace, and shall be transmitted to the said Company, who shall file the same, and make an Entry thereof in the Book which shall be kept for the Entry of Transfers or Sales of Shares in the said Undertaking; and before any Person or Corporation who shall claim any of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the said Will or the Probate thereof, or the Letters of Ad-
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ministration,

ministration, shall be produced and shown to the said Company, or a Copy of so much of such Will, or of such Letters of Administration, as shall relate to the Share of the Testator or Intestate: (as the Case may require) shall be made and sworn to, or in the Case of Quakers affirmed to, by the Executor of the said Will, or the Administrator of the Intestate, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and shall, together with an official Extract of the Act of Court on the Grant of Probate of such Will, or of such Letters of Administration, be transmitted to the said Company, who shall file and enter the same as herein-before directed.

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

To compel
Payment of
Subscrip-
tions.

CLXII. And be it further enacted, That the said Directors shall have Power from Time to Time to make such Calls of Money from the Subscribers to and Proprietors of the said Undertaking, to defray the Expences of and carry on the same, as they from Time to Time shall find necessary, so that no such Call shall exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking; and that the total Amount of such Calls in any one Year shall not exceed Twenty-five Pounds upon each Share, and there shall be an Interval of Three Calendar Months at the least between each successive Call, and Twenty-one Days Notice at the least shall be given of every such Call, by Advertisement inserted in Two or more *London* Newspapers, and in One or more *Birmingham, Liverpool, and Manchester* Newspapers, aforesaid; and all Monies so called for shall be paid to such Persons and in such Manner as the said Directors shall from Time to Time direct and appoint, for the Use of the said Undertaking; and the respective Owners of Shares in the said Undertaking shall pay their rateable Proportion of the Monies to be called for as aforesaid to such Persons and at such Times and Places as the said Directors shall from Time to Time direct and appoint; and if any Owner of any such Share shall not so pay such his rateable Proportion, then and in such Case, and so often as the same shall happen, such Owner shall pay Interest for the same, after the Rate of Five Pounds *per Centum per Annum*,
from

Power of
Directors to
make Calls,
and in case
of Nonpay-
ment thereof,
to sell the
Shares.

from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid ; and if any Owner of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with Interest, if any, which shall accrue for the same, for the Space of Two Calendar Months after the Day appointed for the Payment thereof, then it shall be lawful for the said Company to sue for and recover the same in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information ; or the said Directors may and they are hereby authorized to declare the Shares belonging to any Person or Corporation so refusing or neglecting to pay any such Calls, together with Interest, in manner last aforesaid, to be forfeited, and to be sold, subject to the Provisions of this Act : Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing, under the Hand of Two Directors or the Secretary or Clerk of the said Company, of such Share having been declared by the Directors forfeited, shall have been given, or sent by the Post unto, or delivered to some Inmate of the last known usual Place of Abode of the Owner of such Share, nor until the Declaration of Forfeiture of the said Directors shall have been confirmed, either at a General Meeting of the said Company, or at some Special General Meeting of the said Company, to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given as aforesaid ; and after such Forfeiture shall have been confirmed by such General Meeting or Special General Meeting, the said Company, by an Order to be made at a General Meeting or Special General Meeting, shall have Power to direct the said Directors to dispose of the Shares so forfeited, or any of them, in manner by this Act directed ; and the said Directors may in that Case sell and dispose of such Shares at a public Auction or by private Contract, and together or in Lots, or in such other Manner, and for such Price, as they may think fit, and an Affidavit sworn, or in the Case of a Quaker an Affirmation affirmed to by some credible Person not interested, before any Justice of the Peace, or before any Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and that such Notice had been given, and that such Default in Payment had been made, in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner herein-before mentioned, shall be sufficient Evidence of the Facts therein stated ; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of Proceeding, in reference to such Sale.

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears of

CLXIII. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as herein authorized, shall be more than sufficient to pay all such Arrears or Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such

such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company, or for the said Directors, to sell or transfer more of the Shares of such Defaulter in Payment of Calls than shall be sufficient, as near as may be, at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Calls, and the Interest and Expences attending the same; and from and after Payment of such Arrears, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid, which shall remain in their Hands unsold, shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Calls, &c.
the Surplus
to be paid to
the Owners
of such
Shares.

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

Proceedings
in Actions
for Calls.

CLXV. And whereas, in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry being Females, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer

For ascer-
taining the
Proprietor-
ship of

[Local.]

9 X

their

Shares in
case of
Deaths, &c.
in order to
the making
Calls in re-
spect of such
Shares.

their Right and Interest therein to other Persons, and no Registers shall have been made of the Transfer thereof with the Clerk of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof, duly made and executed as herein provided, and such Affidavit or Affirmation as is hereinbefore in that Behalf directed shall have been transmitted to the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hand of Two Directors, or by the Secretary or Clerk of the said Company, to the Person or Corporation stated or claiming in such Affidavit or Affirmation to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk of such Corporation, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of, in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Affidavit or Affirmation made as aforesaid, then such Notice as is hereinbefore directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or in the Event of the Share having been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette*; and in all such Cases, and after such Notices, on default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which

such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, and inserted in the *London Gazette* as aforesaid.

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

Shares to be deemed Personal Estate.

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

Proprietors of Shares may sell the same.

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

Form of Conveyance of Shares.

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Secretary or Clerk of the said Company, who shall enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which Entry and Indorsement the Sum of Two Shillings and Sixpence, and no more, shall be paid to the said Company; and the said Company, or Secretary or Clerk, is hereby required to make such Entry or Memorial accordingly, and, on Demand, to make an Indorsement of such Transfer on the Back of the Certificate of each Share so sold, and deliver the same to the Purchaser for his Security, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, being signed by the said Secretary or Clerk, shall be considered in every respect the same as a new Certificate; and until such Memorial shall have been made and entered as before directed such Purchaser shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof as a Proprietor of the said Undertaking.

CLXVIII. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in

After a Call made, no Share to be

sold until
Call is paid.

in the said Undertaking, after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred.

Receipt of
One Pro-
prietor of a
Share, a suffi-
cient Dis-
charge.

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

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

CLXX. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, Idiot, or Lunatic, the Receipt of the Guardian, if any, or, if not, of the Parent of such Minor, or of the Committee of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and their Treasurer for the same.

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

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

Rates of
Tonnage
allowed to
be taken by
the Com-
pany for the
Use of the
Railway.

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

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

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stone, dressed; Bricks, Tiles, Slates, Clay, Sand, Ironstone, Iron Ore; Pig, Bar, Rod, Hoop, Sheet, and all other similar Descriptions of Wrought Iron and Castings, not manufactured into Utensils or other Articles of Merchandize, the Sum of One Penny Halfpenny *per Ton per Mile* :

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

For

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

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

Tolls on Carriages conveying Passengers or Cattle upon the Railway.

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

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

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

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

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Four-pence *per Mile*.

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

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

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

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

CLXXVI. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine, or of any Carriage, and to charge for the same such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

Act not to prevent the Company from hiring locomotive Engines.

[Local.] 9 Y. CLXXVII. And

Company authorized to fix the Prices of small Parcels.

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

Regulating the Charge for short Distances.

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

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

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

Power to alter the Rates or Tolls.

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

Rates or Tolls not to be reduced partially.

CLXXXI. Provided always, and be it further enacted, That the said Company shall not partially raise or lower the Rates or Tolls payable under this Act, but all such Rates and Tolls shall be so fixed

as that the same shall be taken from all Persons alike, under the same or similar Circumstances.

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

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

CLXXXIII. Provided always, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates or Tolls for or in respect of any Article, Matter, or Thing, or any Carriage, Passenger, or Cattle, except during the Time that the Board on which such Rates or Tolls shall be so painted as aforesaid shall remain affixed to such Toll House or Building at which such Rates or Tolls shall be received as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain.

Rates or Tolls only payable whilst Boards remain.

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

Penalty on Persons defacing Boards.

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

For preventing Toll Collectors misbehaving.

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

Recovery
of Rates or
Tolls.

CLXXXVI. And be it further enacted, That the Rates or Tolls hereby authorized to be taken shall be paid to such Persons, at such Places upon or near the said Railway, and in such Manner and under such Regulations, as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates or Tolls, direct or appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates or Tolls as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, the said Company may, in case such Rates or Tolls shall amount to or exceed the Sum of Ten Pounds, sue for and recover the same by an Action of Debt or upon the Case in any of His Majesty's Courts of Record, or the Person to whom such Rates or Tolls ought to have been paid may and he is hereby empowered, whether such Rates or Tolls shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and other Things for or in respect whereof any such Rates or Tolls ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and detain the same until such Payment shall be made, together with all reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Twenty-one Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rents: Provided always, that in case such Rates or Tolls so due as aforesaid shall not amount to the Sum of Twenty Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale only, as herein-before mentioned.

Owners of
Carriages
to give Ac-
count of
Lading.

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

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

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

Weight of
Goods ascer-
tained.

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

If any Differ-
ences arise
concerning
Weight,
Collector
may weigh
or measure
Carriage.

[*Local.*]

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as

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

For settling
Disputes
about the
Amount of
Rates or
Tolls.

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

Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates or Tolls due, or (as the Case may be) of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Non-payment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

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

Company empowered to lease the Rates or Tolls.

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

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

Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban's*, or the City of *Coventry*, within their respective Jurisdictions, upon Application made by the said Directors, or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee or Farmer or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates or Tolls, and to put the said Company, or their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part); and it shall be lawful for the said Company, in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Rates or Tolls to any other Person or Persons, or cause them to be collected in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Weights allowed to be carried on Railway.

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

CXCIV. And

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

Company to regulate the Passage on Railway.

CXCV. And be it further enacted, That no Carriage for the Conveyance of Goods, Passengers, or Cattle shall be permitted to pass along the said Railway unless such Carriage shall be constructed agreeably to the Orders and Regulations, and shall be approved of by the Engineer or other Agent of the said Company authorized for that Purpose; which Orders and Regulations shall be fixed on some conspicuous Part of every Toll House or other Building at which the Rates or Tolls by this Act granted shall be received, except in crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may happen to cross the said Railway; and if any Person shall pass upon any Part of the said Railway with any Carriage not constructed in the Manner herein-before directed (except as aforesaid), he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

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

CXCVI. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the locomotive Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said

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

[Local.]

10 A

Railway

Railway should be under the Controul of the said Company; be it therefore enacted, That no locomotive Engine or other Description of moving Power shall at any Time be brought upon or used on the said Railway unless the same shall first have been approved by the said Company; and it shall be lawful for the said Company, and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, and to report thereon to the said Company, who shall within Seven Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Company, from Time to Time, upon the Report of their Engineer or other Agent of any Engine used upon the said Railway being out of repair, or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive Engine without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove any such Engine from the said Railway.

Steam Engines and locomotive Engines to consume their own Smoke.

CXCVII. And be it further enacted, That the Boiler of every stationary or locomotive Steam Engine to be erected, built, or used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justices of the Peace, on Complaint to him or them for that Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

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

CXCVIII. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Clerk or other Officer of the said Company appointed for that Purpose; and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and

and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage or who shall conduct the same upon the said Railway, without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary or Clerk or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, or gauged as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

CXCIX. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Carriages, or by any of the Servants or other Persons belonging to or employed by them, to or upon the said Railway, Machinery, Apparatus, or other Works, made by virtue of this Act, either by loading or unloading such Carriages, or by any Means whatsoever; and every such Owner shall, for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party offending, or upon the Oath, or in the Case of a Quaker the Affirmation, of some credible Witness, pay to the said Company or to the Person injured the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Forty Shillings, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels of the Owner of such Carriage, by Warrant under the Hand and Seal of such Justice; and the Overplus (if any) of the Proceeds of such Sale, after Deduction of such Damages, Penalties, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner of such Goods and Chattels; but if the Value or Amount of such Trespass, Damages, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him, either upon Proof made, or by Default or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

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

Owners to
recover
from their
Servants
Money paid
for their
Neglect, &c.

CC. Provided always, and be it further enacted, That in case any Owner of any Carriage passing upon the said Railway shall be compelled to pay any Penalty, or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, (as the Case may be,) with the Costs attending the same, to such Owner; and in case of Non-payment thereof on Demand, and Oath, or in the Case of a Quaker Affirmation, made by such Owner of the Payment by him of such Penalty and Satisfaction or either of them (as the Case may be), and that the same hath not been repaid to him by such Servant, although demanded, (such Oath or Affirmation being made before some Justice of the Peace for the County or Place in which such Penalty or Damage was incurred,) such Penalty and Satisfaction or either of them (as the Case may be), and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction or either of them (as the Case may be), and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction or either of them, and the Costs so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had, such Justice shall and is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County or other Place, there to remain, without Bail or Mainprize, for any Time not exceeding Three Calendar Months.

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

CCI. Provided always, and be it further enacted, That if any Person (save and except the said Company and their Agents, and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking) shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in leading or driving, upon such Railway or any Part thereof, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or any other Beast or Animal, except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation as aforesaid of the respective Lands through which the said Railway shall pass, every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty on
Persons on
Foot using
Railway
without Con-
sent.

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

CCIII. Pro-

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

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

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

Penalty on Persons obstructing the free Course of Railway.

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

Penalty for destroying Works.

CCVI. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works, so as to obstruct the Passage or working thereof, and the Person having the Care of such Carriage, Goods, or Things shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, such Person shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than an Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, or Things to be

Penalty for obstructing Railway.

[Local.]

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be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriage, Goods, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage or any Goods or Things which shall be so detained unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

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

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

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

CCVIII. And be it further enacted, That whenever any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever, done or committed by the said Company, or by any Person acting by or under their Authority; and such Money shall not be paid by the said Company to the Party entitled to receive the same within Five Days after Demand in Writing shall have been made upon the said Company, in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of such Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice; which Warrant any such Justice is hereby authorized and required to grant, under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money; and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the

the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then such Overplus shall be returned, on Demand, to the said Company.

CCIX. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying and recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, (as the Case may require,) on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures, not herein directed to be otherwise applied, shall be paid, One Moiety to the Informer, and the Remainder to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices, and they are hereby required, to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security, to the Satisfaction of such Justices of the Peace, for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Ten Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or

Recovery
and Appli-
cation of
Penalties.

until

until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

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

For securing Offenders whose Names and Residences are unknown.

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

Forms of Information and Conviction.

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

Form of Information.

‘ } BE it remembered, That on the Day of
 ‘ to wit. } A. B. of informeth me
 ‘ C. D., One of His Majesty’s Justices of the Peace for the County
 ‘ [as the Case may be], that E. F. of [here describe
 ‘ the Offence, and the Time and Place when and where committed],
 ‘ contrary to an Act passed in the Third Year of the Reign of His
 ‘ Majesty King William the Fourth, intituled [insert the Title of this
 ‘ Act], which hath imposed a Forfeiture of
 ‘ for the said Offence. Taken the Day of
 ‘ before me C. D.’

Form of Conviction.

‘ } BE it remembered, That on the Day
 ‘ to wit. } of. in the Year of our Lord
 ‘ A. B. is convicted before me C. D., One of His
 ‘ Majesty’s

‘ Majesty’s Justices of the Peace for the County of
 ‘ [here describe the Offence, and the Time and Place when and where
 ‘ committed], contrary to an Act passed in the Third Year of the
 ‘ Reign of His Majesty King *William* the Fourth, intituled [insert
 ‘ the Title of this Act]. Given under my Hand and Seal the Day and
 ‘ Year first above written. C. D.’

CCXIII. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace for any of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, from Time to Time to appoint such Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose, to be Special Constables within the said Railway and other Works and every or any Part thereof, and every Person so appointed shall take an Oath, to be administered by any of the Justices of the Peace for any of the said Counties or Places, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges, for the apprehending Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges, by virtue of such Appointment as aforesaid, vested in any Person so dismissed or removed, shall wholly cease.

Justices may appoint Special Constables.

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

General Power to Justices to administer Oaths.

CCXV. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Costs and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath, or, in the Case of a Quaker, on Affirmation, to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit

For compelling Witnesses to attend.

[Local.]

10 C

and

and pay any Sum not exceeding Five Pounds for every such Offence.

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

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

Persons aggrieved may appeal to Quarter Sessions.

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

Declaring what shall be good Service of Notice on the Company.

CCXVIII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary or Clerk of the said Company, or leaving the

same at the Office of the said Company, or of such Secretary or Clerk, or delivering the same to some Inmate at such Office of the Company, or at the last or usual Place of Abode of such Secretary or Clerk, or in case the same respectively shall not be found or known, then personal Service thereof upon any other Agent or Officer employed by the said Company, or on any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Agent or Officer, shall be deemed good and sufficient Service of the same respectively on the said Company.

CCXIX. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon any Person or Corporation, under the Provisions of this Act, personal Service thereof respectively upon such Person, or upon some Member or upon the Clerk or other Officer of such Corporation, or delivering the same to some Inmate of the last or usual Place of Abode of such Person, or of such Member, Clerk, or other Officer of such Corporation, or at the Office of such Clerk or other Officer, shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases in which any other Mode of Service is by this Act particularly directed: Provided always, that every Summons, Demand, or Notice, or other Document requiring Authentication by the said Company, may be signed by One Director, or by the Secretary or Clerk of the said Company, and need not be under the Common Seal of the said Company, and may be in Writing or in Print, or partly in Writing and partly in Print.

Declaring what shall be good Service of Notice by the Company.

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

How Debts may be proved in Cases of Bankruptcy.

CCXXI. And

Directors
empowered
to grant
Releases to
Witnesses.

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

Authenti-
cated Bye
Laws to be
Evidence.

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

Distress not
unlawful
for Want of
Form.

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

Proceedings
not to be
quashed for
Want of
Form.

CCXXIV. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ

Writ or Proceeding whatsoever, in any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

CCXXV. And be it further enacted, That no Action, Suit, or Information, nor any other Proceeding of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Ten Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant; nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed; or in case there shall be a Continuation of Damage, then within Six Calendar Months next after the doing or committing such Damage shall have ceased; nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where the Matter in dispute or Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or omitted to be done in pursuance of or by the Authority of this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as hereinbefore directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if upon Demurrer or otherwise Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Limitation
of Actions.

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

Plaintiff not
to recover
after Tender
of Amends.

CCXXVII. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed, under the Authority of this Act, shall, by reason or means or on
[Local.] 10 D account
Directors not
personally
answerable
for Acts le-

gally done as
Directors.

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

Saving
Rights of
the Com-
missioners
of Sewers.

CCXXVIII. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, and the Commissioners of Sewers for the *Holborn* and *Finsbury* Divisions, the Parish of *Saint Leonard Shore-ditch*, the Liberty of *Norton Falgate*, and the Borders and Confines of the same, in the said County of *Middlesex*; but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been made.

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

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

Certain Du-
ties at pre-
sent payable
to the Cor-
poration of
London on
Coals shall
be paid on
all Coals
brought by
the Railway
nearer to

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

made payable to the proper Officer of Customs in lieu of the Duty called Orphans Duty, and of all other Rates, Dues, and Duties payable to the Corporation of *London* upon Coal, Culm, and Cinders imported into the Port of *London*, to be paid over to the said Corporation at the End of every Quarter: And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, and Berkshire*, it was enacted, that during the Term of Seven Years, to be computed from the Thirty-first Day of *December* then next, in lieu of the said Sum of One Shilling and Three-pence by the said recited Act of the Sixth Year of the Reign of His said late Majesty made payable, and of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny *per* Ton on all Coals, Culm, and Cinders brought nearer to *London* on the said Grand Junction and *Paddington* Canals and River *Thames* than the Places in the said recited Act of the Sixth Year of the Reign of His said late Majesty mentioned, should be paid to such Person or Persons, and at such Place or Places, in such Manner and under such Regulations, as the Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to; and it was thereby provided that at the End of the said Term of Seven Years, and also if at any earlier Period the said Duties of One Shilling and One Penny *per* Ton should cease to be payable as aforesaid, the said Mayor and Commonalty and Citizens should be entitled to the said Duty of One Shilling and Three-pence *per* Ton, as if the said Act now in recital had not been made: And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That the like Duty *per* Ton as shall for the Time being be payable to such Person or Persons as the said Mayor, Aldermen, and Commons in Common Council assembled shall direct or appoint, or to the proper Officer of the Customs (as the Case may be), on Coals, Culm, and Cinders brought by the Grand Junction and *Paddington* Canals nearer to *London* than the said Stone or Post in *Grove Park* aforesaid, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to *London* than a Stone to be placed at the Entrance of the Tunnel intended to made in the Township of *Cashio* in the Parish of *Watford*, or in case any Deviation is made from the Line of the said Railway, as near thereto as Circumstances will admit; and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner and under such Regulations, as the said Mayor, Aldermen, and Commons in Common Council assembled shall from Time to Time direct or appoint, or to the proper Officer of the Customs, (as the Case may be,) with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said herein-before recited Acts of Parliament in respect of the like Duty on Coals, Culm, and Cinders brought by the said Canals nearer

London than
the Tunnel
at Cashio,
in the Parish
of Watford.

to

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

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

Provision for Deficiencies of Land Tax.

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

The whole of the Expence to be subscribed for before the Work is commenced.

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

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

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

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

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

Enabling the Company to sell Lands not wanted.

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

Company upon Payment of Money to give Receipts.

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

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

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

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

CCXXXVII. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Eight hundred and thirty-five thousand Pounds, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director, or by the Secretary or Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

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

‘ *London and Birmingham Railway Company.*

‘ Number

‘ **BY** virtue of an Act passed in the Third Year of the Reign of
 ‘ His Majesty King *William* the Fourth, intituled [*here set forth*
 ‘ *the Title of this Act*], we, the *London and Birmingham Railway*
 ‘ *Company*, incorporated by and under the said Act, in consideration
 ‘ of the Sum of _____ to us in hand paid by *A. B.* of
 ‘ _____ do assign unto the said *A. B.*, his Executors, Adminis-

Form of Mortgage.

‘ trators,

‘ trators, and Assigns, the said Undertaking, and all and singular the
 ‘ Rates, Tolls, and Sums of Money arising by virtue of the said
 ‘ Act, and all the Estate, Right, Title, and Interest of the said
 ‘ Company in and to the same; to hold unto the said *A. B.*, his
 ‘ Executors, Administrators, and Assigns, until the said Sum of
 ‘ together with Interest for the same after the Rate
 ‘ of for every One hundred Pounds for a Year, shall
 ‘ be fully paid and satisfied. Given under our Common Seal this
 ‘ Day of in the Year of our Lord .’

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled, one with the other, to their respective Proportions of the said Rates, Tolls, and Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by the Secretary or Clerk of the said Company; which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person or Persons; and every Transfer thereof may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

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

Memorial of
Transfers of
Mortgages
to be made
by the Clerk.

And every such Transfer shall, within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof, in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release,

release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

CCXXXVIII. And be it further enacted, That when and so soon as the Sum of One million two hundred and fifty thousand Pounds, in respect of the Money hereby authorized to be raised by Subscription as herein-before mentioned, shall have been actually raised and paid up for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any Sum of Money not exceeding in Amount in the whole the Remainder of the Money so authorized to be raised by Subscription, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and all the future Calls on Shares in the Capital of the said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director, or the Secretary or Clerk of the said Company, to be a true Copy, shall be sufficient Evidence of the said Sum of One million two hundred and fifty thousand Pounds, in respect of the Money authorized to be raised by Subscription as aforesaid, having been so raised and paid up for the Purposes of this Act, and of the making of the Order for raising such Sum as herein-before recited: Provided always, that no such Mortgage shall preclude the said Company from receiving and applying to the Purposes of the said Company all the Calls to be made by the said Company so long as the Principal Money due on the Mortgage of the said Undertaking shall not exceed the Amount of all the Calls still remaining to be made; and all such Mortgages, Assignments, and Charges shall be made, under the Common Seal of the said Company, in the Words or to the Effect following, or with such Variation therein as the Circumstance of the Loan may render necessary; (that is to say,)

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

‘ *London and Birmingham Railway Company.*

‘ Number

Form of such Mortgage.

‘ **BY** virtue of an Act passed in the Third Year of the Reign of
 ‘ King *William* the Fourth, intituled [*here set forth the Title of*
 ‘ *this Act*], we, the *London and Birmingham Railway Company*, in-
 ‘ corporated by and under the said Act, in consideration of the
 ‘ Sum of _____ to us in hand paid by *A. B.*, do
 ‘ assign unto the said *A. B.*, his Executors, Administrators, and
 ‘ Assigns, the said Undertaking, and all future Calls on the Pro-
 ‘ prietors of the said Undertaking, and all and singular the Rates,
 ‘ Tolls, and Sums of Money arising by virtue of the said Act, and
 ‘ all the Estate, Right, Title, and Interest of the said Company
 ‘ in and to the same; to hold unto the said *A. B.*, his Executors,
 ‘ [Local.] 10 F Admi-

‘ Administrators, and Assigns, until the said Sum of
 ‘ together with the Interest for the same after the
 ‘ Rate of for every One hundred Pounds by a Year,
 ‘ shall be fully paid and satisfied. Given under our Common Seal
 ‘ this Day of in the Year of our
 ‘ Lord .’

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with another to their respective Proportions of the said Rates, Tolls, Sums, and Premises, and of the future Calls, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such Order of Meeting or Priority in Date of such Mortgage as Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Secretary or Clerk of the said Company; which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights and Interests therein to any other Person or Persons; and every Transfer thereof may be in the Words or to the Effect following; (that is to say,)

Form of
 Transfer of
 such Mort-
 gage.

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

And every such Transfer shall, within Twenty Days after the Date thereof, if executed in *England*, or otherwise within Twenty-eight Days after the Arrival thereof in *England*, if executed elsewhere, be produced to the Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof, in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void,

void, release, or discharge the Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof: Provided always, that the Power herein-before contained, enabling the said Company to borrow Money in anticipation of their Capital, shall not abridge or prejudice the Power herein-before given to the said Company, in case the Money hereby authorized to be raised by Subscription shall be found insufficient for the Purposes of this Act, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Eight hundred and thirty-five thousand Pounds, on the Credit of the said Undertaking; but that it shall be lawful for the said Company to borrow and take up at Interest the said Sum of Eight hundred and thirty-five thousand Pounds, or so much thereof as they shall think proper, without waiting till the Money borrowed or taken up in anticipation of their Capital as aforesaid shall have been paid off.

Not to prevent the raising an additional Sum by Mortgage.

CCXXXIX. And be it further enacted, That the Interest of the Money which shall be raised by any such Mortgage, Assignment, or Charge as aforesaid shall be paid half-yearly to the several Parties entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be unpaid by the Space of Twenty-one Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Twenty Days next after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban* or City of *Coventry*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands, to appoint some Person to receive the whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Interest of Money borrowed to be paid in preference to Dividends.

CCXL. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company, for or on account of his having advanced any Money on such Mortgage or Assignment.

Creditors not to vote.

CCXLI. And

Directors empowered to stipulate Periods for Redemption of Money to be borrowed on Security of Rates.

CCXLI. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof, and in such Case the said Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured, and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed, to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

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

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

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

For securing Repayment of Principal Money borrowed.

CCXLIII. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid, by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Middlesex*, *Hertford*, *Buckingham*, *Northampton*, *Warwick*, and *Worcester*, or for the Liberty of *Saint Alban*, or the City of *Coventry*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the whole, or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid;

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

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

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

CCXLV. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for, or cause to be valued and paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purposes of making the said Railway or other Works hereby authorized, (save and except the aforesaid Fifty Acres of Land which the said Company are by this Act authorized to purchase, in addition to the Lands hereby authorized to be taken or used for making the said Railway and other Works,) then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void.

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

CCXLVI. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine,

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

[*Local.*]

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save

as shall be
completed.

save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, or any one of them, assembled at any General or Quarter Sessions of the Peace to be held in and for the said Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, and Worcester*, and for the Liberty of *Saint Alban*, and the City of *Coventry*, as the Case may be, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses upon Oath, or, in the Case of Quakers, Affirmation, to be produced before such Justices for that Purpose.

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

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

Public Act.

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

The SCHEDULE to which the foregoing Act refers.

COUNTY OF MIDDLESEX.

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Saint Pancras.</i>			
Lord Southampton	Assignees of John Semple.	Unoccupied	House.
Ditto	Ditto	Ditto	Vacant Ground.
Ditto	- - - -	In hand	Proposed new Road.
Ditto	- - - -	William Green	Meadow.
Ditto	Alexander Semple	Alexander Semple and Daniel Cameron.	House and Timber-yard.
Ditto	John Lias	Agnes Wharton	House and Yard.
Ditto	William Todd	Peter Freemantle	Ditto.
Ditto	Ditto	Unoccupied	Ditto.
Ditto	John Lias and John Willsher.	Ditto	Ditto.
Ditto	Assignees of John Semple.	In hand	Meadow.
Ditto	Ditto	John Simons	Garden Ground.
Ditto	Ditto	Unoccupied	Two unfinished Houses.
Ditto	Ditto and Jonathan Turner.	William Dean and John Furness junior.	Three Cottages.
Ditto	Assignees of John Semple.	Matthew Purcell	Cottage and Garden.
Ditto	Ditto	Unoccupied	Two unfinished Houses.
Ditto	Ditto	In hand	Meadow.
Ditto	James Braby	James Braby	House and Garden.
Ditto	Ditto	William Anderson	Ditto.
Ditto	- - - -	- - - -	Lane, called Chalk Farm Lane, leading from the Hampstead Road to Chalk Farm Tavern.
Ditto	Henry Martin	Henry Martin	Potatoe Ground.
Ditto	Do. and Sam. Taylor	McKedy Major	House and Garden.
Ditto	Ditto	Peter Thompson	Ditto.
<i>Parish of St. John Hampstead.</i>			
John Holton Vere Esq.	Thomas Morley	Thomas Morley	Kilburn Wells Tea Gardens, Dwelling House and Meadow.
Ditto	Ditto	Richard Turner and Richard Bailey.	House.
Ditto	Ditto	Sarah Russell	Cottage.
Ditto	Ditto	Unoccupied	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	James Hill	Ditto.
Ditto	Thomas Webster	James East	House and Garden.
Ditto	Geo. Thickbroom	George Thickbroom	Ditto.
Ditto	- - - -	Robert Parrott	Ditto.

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Willesden.</i>			
Mrs. Morgan - Prebend of Bransbury	- - - - The Rev. C. Lynch Burroughs and Wil- liam Burroughs.	In hand - - George and Henry Hods- don.	Cottage. Farm-house, Yard, &c.
Ditto - -	Ditto, and George and H. Hodsdon.	Mrs. Pithers - -	Cottage.
Ditto - - All Souls College, Ox- ford	- - - - Dan. Bligh and Jas. Harper, Trustees.	George Hodsdon - John Rice - -	House and Garden. Farm-yard and Buildings.
Ditto - -	Ditto - -	Ditto - -	House and Garden.
Ditto - -	Mary Carty - -	Thomas Clowes - -	Ditto.
Ditto - -	- - - -	Mary Carty - -	Farm-house, Yard, and Buildings.
Thomas Harrison -	- - - -	Unoccupied - -	House, Garden, and Stables.
Ditto - -	- - - -	In hand - -	House, Garden, Yard, and Buildings.
<i>Parish of St. Mary Abbots Kensington.</i>			
Rich ^d Harvey and Rich ^d Fisher, Esqrs., Trustees of the Fil- lingham Estate.	- - - -	Thomas Harrison -	Garden Ground.
Ditto - -	- - - -	Ditto - -	Yard and Farm Buildings.
Ditto - -	- - - -	Do. and John Haffenden	Private Road.
Ditto - -	- - - -	Thomas Harrison -	Garden.
<i>Parish of Fulham.—Hamlet or Township of Hammersmith.</i>			
Trustees of the Filling- ham Estate.	- - - -	Thos. Harrison and John Haffenden.	Private Lane.
Ditto - -	Thomas Harrison -	John Haffenden -	House, Garden, Stable- yard, &c.
Ditto - -	Ditto - -	Ditto - -	Green-house, Garden, &c.
All Souls College, Oxford.	Ditto - -	Thomas Harrison -	Farm Buildings and Brick-yard.
Ditto - -	- - - -	Ditto - -	Garden.
<i>Parish of Willesden.</i>			
Charles Brett - -	Henry Cleeve - -	Richard Bowerman -	Cottage.
Ditto - -	Daniel Tanner - -	John Bignell - -	Ditto.
Ditto - -	- - - -	Occupiers as above -	Occupation Lane to 2 last-mentioned Cot- tages.
Ditto - -	- - - -	Henry Cleeve - -	Farm-house, Yard, &c.
Ditto - -	Daniel Tanner - -	Daniel Tanner - -	Yard, Garden, and Ponds.
<i>Parish of Harrow.</i>			
John Copeland Esq. -	- - - -	In hand - -	Meadow.
Ditto - -	- - - -	Ditto - -	Ditto.
Ditto - -	- - - -	Ditto - -	Ditto.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Pinner in Harrow.</i>			
St. Thomas's Hospital	- - - -	Richard Walkden	Part of Pinner Park.
Ditto	- - - -	Ditto.	Roadway and Lodge to Pinner Park.
Ditto	- - - -	Ditto	Meadow.
Ditto	- - - -	Ditto	Arable.
Ditto	- - - -	Ditto	Ditto.
Ditto	- - - -	Ditto	Plantation.
COUNTY OF HERTFORD.			
<i>Parish of Watford.—Hamlet or Township of Oxhey.</i>			
Mary Ann Longmore and Harry Grover, Trustee.	- - - -	John Stone Allen	Wood.
Rev. George Henry Storie	- - - -	John Weall	Ditto.
T. G. B. Estcourt Esq.	- - - -	John Wilshin	Ditto.
Ditto	- - - -	Ditto	Rick-yard.
Ditto	- - - -	John Giles	Wood called Sherrar's Wood.
Ditto	- - - -	John Wilshin	Copse.
William King	- - - -	Mary Chapman, William Ashby, and Thomas Bates.	Three Cottages and Gardens.
T. G. B. Estcourt Esquire	- - - -	John Wilshin	Barn and Buildings.
Ditto	John Wilshin	Thomas Baker and John Freeman.	Two Cottages and Gardens.
Jonathan King	- - - -	In hand	Plantation.
James Deacon	- - - -	Ditto	Piece of Ground and Shed.
Trustees of Sparrows Herne Turnpike Road.	- - - -	- - - -	High Road from London to Watford Turnpike Gate and Toll House.
<i>Parish of Bushey.</i>			
Ann Wikinson	- - - -	Thomas Burrows, William Revett, William Crawley, John Briggenshaw, Charles Archer, William How, Thomas Butler, Joseph Revett, Mary Child, John Murray, John Wilson, William Riley, Richard Wedbin, John Brown, William Wilson, William Jones, James Roff, Joseph Freeman, James Deacon, Richard Bates, Thomas Poney, Thomas Fisher, Joseph Fisher.	Cottages.
William Pitkin	- - - -	William Pitkin and Thomas Shrimpton.	Two Houses and Gardens.
Ann Wilkinson	- - - -	In hand	House and Garden.
John Bishop	- - - -	John George Reynolds and William Penny.	Two Cottages and Gardens.
Ditto	- - - -	Joseph Archer and Mary Tofield.	Two Cottages.
Ditto	- - - -	Thomas Burrows	Shed, &c.
Ditto	- - - -	- - - -	Roadway to Chalk-pit.

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Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
William Byway -	- - - -	In hand - -	House and Yard.
Ann Wilkinson -	- - - -	Edward Abrey - -	Ditto.
Ditto -	- - - -	Edward Wilshin -	Ditto.
Ditto -	- - - -	Thomas Burrows, and the other Occupiers of the Cottages first mention- ed in this Parish.	Garden Ground.
John Bishop -	- - - -	Charles Blackwell -	Chalk-pit, Shed, Kilns, &c.
William Horne -	- - - -	Unoccupied - -	Cottage and Garden.
Ditto -	- - - -	John Collins - -	Ditto.
Ditto -	- - - -	In hand - -	Ditto.
<i>Hamlet or Township of Cassio.</i>			
Merton College, Oxford	Earl of Essex -	William Moore - -	Copse.
Ditto -	Ditto - -	Ditto - -	Private Lane.
Ditto -	Ditto - -	Earl of Essex - -	Copse.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
Ditto -	Ditto - -	Ditto - -	Ditto.
<i>Hamlet or Township of Leavesden.</i>			
The Earl of Essex -	- - - -	Mrs. Roberts - -	Plantation.
Ditto -	- - - -	In hand - -	Wood.
<i>Parish of Lees otherwise Abbots Langley.</i>			
The Earl of Essex -	- - - -	Thomas Reeve - -	Coppice.
Ditto -	- - - -	Ditto - -	Ditto.
Ditto -	- - - -	Ditto - -	Occupation Road to Mr. Reeve's Farm-house.
John Priest -	- - - -	John Priest - -	Blacksmith's Shop.
The Earl of Essex -	- - - -	Thomas Reeve - -	Orchard.
Ditto -	Thomas Reeve -	Richard Rogers, William Collins, and John Clark.	Cottage in Three Tene- ments.
Ditto -	Ditto -	Henry Foster and George Child.	Cottage in Two Tene- ments.
Richard Gulston -	- - - -	In hand - -	Copse.
James How -	- - - -	In hand - -	Orchard and Outbuildings.
Ditto -	- - - -	James How and Arthur Young.	Farm-house, Garden, and Inclosure.
John Dyson -	- - - -	John Buckoke - -	The Bell Public House, Or- chard, and Outbuildings.
Ditto -	- - - -	Ditto - -	Orchard.
Thomas Toovey -	- - - -	Joseph L. Bury - -	Meadow and Orchard.
Ditto -	- - - -	Ditto - -	Orchard.
<i>Parish of Chilterne otherwise King's Langley.</i>			
John Parton Esquire -	- - - -	Henry Williams Wells -	Private Lane to Shenditch Farm.
William Child -	- - - -	In hand - -	Orchard.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Hemel Hempsted.</i>			
Henry Weymouth Esquire	- - - -	John Cooper - -	Roadway.
Isaac Winter and James Want.	- - - -	- - - -	Road to Chalk Dell.
William Fensom	- - - -	In hand - - -	Cottage and Garden.
Henry Sibley	- - - -	Ditto - - -	Ditto.
Trustees of George Holloway.	- - - -	Joseph Barnes, W. Twit- chell, and Elizabeth Fletcher.	Meadow and Three Cot- tages.
James Field jun. and his Trustees.	- - - -	Joseph Harrison - -	Cottage and Garden.
James Field senior	- - - -	John Field - -	Orchard.
Ditto - -	- - - -	Ditto - -	Roadway to Farm-house.
<i>Parish of Berkhamsted St. Mary, otherwise North Berkhamsted, otherwise Northchurch.</i>			
William Tomlin	- - - -	Mrs. Margaret Parsons -	Roadway.
Ditto - -	- - - -	In hand - - -	Barn, Stable-yard, and Buildings.
Ditto - -	- - - -	Ditto - - -	House and Garden.
Trustees of Berkham- stead Grammar School.	- - - -	William Lismer -	Meadow and Plantation.
William Tomlin	- - - -	Unoccupied.	House, Garden, &c.
Ditto - -	- - - -	In hand - - -	Meadow and Orchard.
<i>Parish of Berkhamsted St. Peter, otherwise Great Berkhamsted.</i>			
Christopher Broome Esq.	- - - -	Astley Paston Cooper Esq.	Meadow and Plantation.
Ditto - -	- - - -	Ditto - - -	Meadow.
William Halsey	- - - -	James Mildmay, John Pres- ton, Cutler Groves, James Baldwin, Mary Glenister, and Thomas Bird.	Six Cottages and Gardens.
Joseph Hatch	- - - -	William Gates and Mar- tha Brown.	Two Cottages and Gar- dens.
William Dean	- - - -	Thomas Powell - -	Cottage and Garden.
The Duchy of Corn- wall.	Countess of Bridge- water and her Trus- tees.	John Stevens - -	Ditto.
Ditto - -	Ditto - - -	George Tarbox - -	Ditto.
Ditto - -	Ditto - - -	John Stevens - -	Garden Ground, com- prising the Scite of Berkhamsted Castle.
Ditto - -	Ditto - - -	Hon. Miss Grimston -	Private Road to Berk- hamsted Place.
Ditto - -	Ditto - - -	John Stevens - -	Wharf and Sheds, with Cut from Canal.
<i>Parish of Northchurch — continued.</i>			
James Dell	- - - -	In hand - - -	Garden.
Ditto - -	- - - -	Thomas Green, John Powell, and John Gates.	Three Cottages and Gar- dens.
Jas. Adam Gordon Esq.	- - - -	John Woodman -	Copse.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
COUNTY OF BUCKINGHAM.			
<i>Parish of Marsworth.</i>			
Hugh Cook - - -	- - -	William Masom, William Brown, Thomas Edwards, Edward Collyer, Edward Athis, James Stratford, Paul Newens.	Seven Cottages and Gardens.
Ditto - - -	- - -	In hand - - -	House and Garden.
<i>Parish of Cheddington.</i>			
Hugh Cook - - -	- - -	In hand - - -	Stable and Wharf.
Ditto - - -	- - -	Thomas Tooley, William Tooley, and John Chandler.	Cottages.
Lords of the Manor -	Hugh Cook -	William Masom, William Brown, Thomas Edwards, Joseph Collier, Edward Athis, James Stratford, and Paul Newens.	Gardens.
John Williamson -	- - -	In hand - - -	Spinney.
Ditto - - -	- - -	Ditto - - -	Road.
Ditto - - -	- - -	Ditto - - -	Orchard.
Lord of the Manor and Surveyors of Highways.	- - -	- - -	Waste and Highway.
John Hepburn, William Tuck, and Thomas Lund, Trustees, and Joshua Thomas Bedford.	Jeremiah Punter -	Joseph Elliott - -	House and Orchard.
<i>Hamlet or Township of Horton.—In the Parishes of Slapton, Ivinghoe, Eddlesborough, and Pightlesthorne.</i>			
Henry Brown -	William Millins -	John Eley - -	Cottage, Garden, and Orchard.
<i>Parish of Grove.</i>			
Earl of Chesterfield -	- - -	James Symons -	Pasture and Plantation.
<i>Parish of Linslade.</i>			
John Grant - - -	- - -	William Thorpe and William Horner.	Cottages.
Samuel Reeve - - -	- - -	William Thorpe -	Garden.
Dr. Francis Augustus Cox.	- - -	Susan Church -	Garden and Outbuildings.
Mary Stone - - -	- - -	William Dickens -	Meadow and Rick-yard.
Ditto - - -	- - -	Ditto - - -	Pasture and Shed.
Ditto - - -	- - -	John Bushell -	Cowhouse.
Lord of the Manor, or Joseph Turney.	John Grant -	Joseph Turney -	Garden.
Lord of the Manor, or Robert Bedford.	Ditto - - -	Thomas Quick - -	Cottage and Garden.
Ditto - - -	Ditto - - -	Ditto - - -	Garden.
Lord of the Manor, or John Grant.	- - -	James Rowe - -	Cottage and Garden.
Lord of the Manor, or Sarah Adams.	John Grant -	Sarah Adams and Joshua Adams.	Cottages and Garden.

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord of the Manor, or Martha Munday.	John Grant	Martha Munday	Garden.
Lord of the Manor, or Joseph Spiers.	Ditto	Joseph Spiers	Ditto.
Lord of the Manor, or John Falkner junior.	Ditto	William Falkner	Ditto.
Lord of the Manor, or John Falkner.	Ditto	John Falkner	Ditto.
Lord of the Manor, or Joseph Spiers.	Ditto	Thomas Spiers	Cottage.
Lord of the Manor, or Samuel Quick.	Ditto	Samuel Quick	Cottage and Garden.
Lord of the Manor, or Joseph Spiers.	Ditto	Thomas Spiers	Garden.
Lord of the Manor, or Thomas Tavernor.	Ditto	Thomas Tavernor	Garden.
Joseph Proctor	-	In hand	Pasture and Shed.
Representatives of the late Joseph Lucas.	Coleman Ginger	John Platt	Ditto.
William Pulsford Esquire	-	In hand	Plantation.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Pasture and Plantation.
Ditto	-	Ditto	Plantation.
Ditto	-	Ditto	Orchard.
Ditto	-	Ditto	Farm-house, Outbuildings, Garden, Stack-yard, &c.
<i>Parish of Soulbury.</i>			
William Pulsford	-	Thomas Chew	Spinney.
Ditto	-	Ditto	Croft and Garden.
Ditto	-	Ditto	Farm-yard, Barns, Outbuildings, &c.
Ditto	-	Ditto	Stack-yard.
Ditto	-	Ditto	Garden.
Ditto	-	Ruth Chew	Plantation.
<i>Parish of Stoke Hamond.</i>			
William Miles	-	In hand	Private Road and Barn.
John Horne	-	Ditto	Pasture and Cowhouse.
<i>Parish of Bletchley.—Hamlet or Township of Water Eaton.</i>			
Rev. Thomas Delves Broughton.	-	Sarah Linnell	Arable and Barn.
Philip Duncombe Pauncefort Duncombe.	-	In hand	Private Road.
<i>Parish of Bletchley.—Hamlet or Township of Fenny Stratford.</i>			
Richard Harrison, as Trustee under the Will of the late Thomas Harrison.	-	William Lucas	Pasture and Shed.
Ditto	-	Ditto	Plantation.
John Osborne	-	Thomas Holdon	Garden.
Ditto	-	Ditto	Public House, Stable, &c.

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Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Simpson.</i>			
Rev. Thomas Walden Hanmer and his Mortgagees.	- - - -	Thomas Shephard -	Wood.
<i>Parish of Loughton.</i>			
Representatives of the late Charles Whitworth.	- - - -	Thomas Whitworth -	Barn, Farm-yard, &c.
Ditto - - -	- - - -	Ditto - - -	Cottage, Garden, and Outbuildings.
John Wilmin -	- - - -	Hannah Green -	Barn.
<i>Bradwell Abbey.</i>			
Mercers Company -	- - - -	William Bennett -	Coppice and Moat.
Ditto - - -	- - - -	Ditto - - -	Garden Ground.
<i>Parish of Wolverton.</i>			
Trustees of Dr. Radcliffe's Will.	- - - -	Executors of the late Robert Bathams.	Coppice.
Ditto - - -	- - - -	Ditto - - -	Pasture and Shed.
Ditto - - -	- - - -	Ditto - - -	Wood.
Ditto - - -	- - - -	Richard Ratliff -	Ditto.
Ditto - - -	- - - -	Ditto - - -	Ditto.
<i>Parish of Castlethorpe.</i>			
Mayor and Corporation of Lincoln.	- - - -	William Nicholls -	Road.
Earl Spencer -	- - - -	Richard Kitelee -	Ditto.
Richard Kitelee -	- - - -	In hand - - -	Barn, Fold, and Stackyard.
Trustees of Mrs. Judith Nicholls.	- - - -	William Nicholls -	House, Garden, Orchard, and Farm-buildings.
Earl Spencer -	- - - -	Joseph Kitelee -	Plantation.
Ditto - - -	- - - -	Ditto - - -	Farm-yard, Barns, Stables, &c.
Ditto - - -	Joseph Kitelee -	Thomas Sarnson -	Cottage.
Ditto - - -	- - - -	Joseph Kitelee -	Plantation.
<i>Parish of Hanslope.</i>			
Mayor and Corporation of Lincoln.	- - - -	Elizabeth Adams -	Road.
William Watts -	- - - -	Thomas Prentis -	Road and Orchard.
Ditto - - -	- - - -	Ditto - - -	House, Barn, Garden, &c.
Ditto - - -	- - - -	Lucy Manning -	Pasture, Orchard, Barn, and Shed.
Ditto - - -	- - - -	Lucy Manning and Thomas Prentis.	Road.
Ditto - - -	- - - -	James Barford - - -	Road and Pasture.
Ditto - - -	- - - -	Woodthorpe Clarke -	Yard, Barns, &c.
Ditto - - -	Woodthorpe Clarke.	William Hillyar -	Cottage.
Representatives of the late Leveson Vernon Esquire, deceased, and William Watts.	- - - -	Representatives of the late William Clarke and Woodthorpe Clarke.	Lane.

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
COUNTY OF NORTHAMPTON.			
<i>Parish of Hartwell.</i>			
Representative of the late Leveson Vernon.	- - - -	Robert Campion	House, Garden, Orchard, and Rick-yard.
<i>Parish of Ashton.</i>			
Duke of Grafton	- - - -	James Watson	House, Garden, and Buildings.
Ditto	- - - -	John Blunt	Barn, Shed, and Rick-yard.
Ditto	- - - -	John Webb, Edward Summerton, William Cook, and Charles Sturges.	Four Houses, Hovel, and Yard.
Ditto	- - - -	Benjamin Mills	Cottage and Garden.
Ditto	- - - -	John Jones	Ditto.
<i>Parish of Roade.</i>			
Reuben Winter, Reverend John Risley, and the Bishop of Peterborough.	- - - -	Reuben Winter	Yard and Hovel.
<i>Parish of Blisworth.</i>			
Duke of Grafton	- - - -	Duke of Grafton	Plantation.
<i>Parish of Gayton.</i>			
Trustee of the late Philip Constable.	- - - -	William Lichfield	House, Garden, and Limekiln.
Ditto	- - - -	Mary Phipps, William Lichfield, and John Parish.	Public House, Yard, Stables, Garden, Barn, Sheds, Yard, Wharf, Warehouse, Dock, and Boat-yard, House and Garden.
Ditto	Esau Wilcox	Esau Wilcox and Eli Smith.	Brick-yard and House.
<i>Parish of Lower Heyford.</i>			
Reverend James Harrison	- - - -	William Elston	Orchard.
Ditto	- - - -	Joseph Oliver	Brick-yard and Cottages.
<i>Parish of Weedon.</i>			
Richard Stockley, Frederick Mead, and Surveyors of Highways.	- - - -	Frederick Mead	Cottage and Garden.
Richard Stockley, William Wareing, and Surveyors of Highways.	- - - -	William Wareing	Garden.
Thomas and Cleveley Allen and Hannah Allen.	- - - -	Thomas and Cleveley Allen and Hannah Allen.	House, Garden, and Premises.
Elizabeth Billing	- - - -	Richard Loveday, John Billing, Elizabeth Billing, and John Watts.	Cottages and Garden.

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Elizabeth Billing and Maria Cadwallader.	- - - -	Overseers of the Poor -	Cottages and Gardens.
Ditto - -	- - - -	John Billing and John Henessy.	Cottages, Barn, and Orchard.
<i>Parish of Dodford.</i>			
Sir Charles Knightley	- - - -	James Russell - -	Cottage and Field.
Ditto - -	- - - -	William Dunkley -	Plantation.
<i>Parish of Norton.</i>			
Thomas Reeve Thornton.	- - - -	Thomas Reeve Thornton; William Warren, and John Lea.	Cottages, Farm-yard, and Premises.
<i>Parish of Long Buckby.</i>			
Richard Worster	- - - -	Richard Worster - -	Plantation.
Surveyors of Highways and Richard Worster.	- - - -	Thomas Tomelin, Stephen Watson, and George Tilley.	Three Gardens.
<i>Parish of Watford.—Hamlet or Township of Murcott.</i>			
Lord Spencer	- - - -	Thomas Eyre -	House, Garden, Barnyards, and Premises.
<i>Parish of Watford.</i>			
Thomas Payne	- - - -	Thomas Payne - -	Hovel.
<i>Parish of Kilsby.</i>			
George Cowley	- - - -	George Cowley - -	Hovel and Yard.
Trustees of Banbury and Lutterworth Turnpike Road.	- - - -	Richard Sleath -	Garden.
Ditto - -	- - - -	Samuel Embury -	Ditto.
Ditto - -	- - - -	Thomas Rathbone -	Ditto.
Thomas Roberts	- - - -	George Cowley -	Plantation.
Ditto - -	- - - -	Ditto - -	Ditto.
COUNTY OF WARWICK.			
<i>Parish of Hill Morton.</i>			
William Pearson	- - - -	William Townsend -	Barn, Cottage, and Yard.
Reverend William Sutton and Trustees of Dunchurch and Duston Turnpike Road.	- - - -	Thomas Sutton -	House, Garden, and Premises.
Reverend William Sutton	- - - -	John Homer and Joseph Chamberlain.	Two Gardens.
Ditto - -	- - - -	John Homer, Joseph Chamberlain, and Edward Jones.	Three Cottages.
Trustees of Dunchurch and Duston Turnpike Road, and Lord of the Manor.	- - - -	John Homer - -	Garden.
John Goodman	- - - -	John Goodman -	Hovel.

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Newbold upon Avon.—Hamlet or Township of Long Lawford.</i>			
John Ward Boughton Leigh.	- - - -	William Matthews	Cottage and Garden.
Richard Horton and Thomas Terry.	- - - -	Henry Townsend	House, Garden, and Premises.
Ditto	- - - -	Ditto	Garden.
Elizabeth Morby	- - - -	Elizabeth Morby	Cottage and Garden.
Robert Harrod	- - - -	Robert Harrod	Orchard and Garden.
John Round	- - - -	John Round	Garden.
Jemima Farn	- - - -	Jemima Farn	Ditto.
Thomas Blower and Elizabeth Blower.	- - - -	Thomas Blower	House, Garden, and Premises.
Thomas Adams	- - - -	Thomas Adams	Two Cottages and Garden.
Richard Bird	- - - -	Richard Bird	House, Garden, and Premises.
<i>Parish of Church Lawford.</i>			
Lord John Scott	- - - -	James Croft	Hovel.
Ditto	- - - -	John Atkins	Garden.
Ditto	- - - -	Mary Jones	Ditto.
Ditto	- - - -	John Salisbury	Ditto.
Ditto	- - - -	Richard Shearsby	Ditto.
Ditto	- - - -	Walter Cook	Ditto.
Ditto	- - - -	John Jones	Ditto.
Ditto	- - - -	John Tredgold	Ditto.
Ditto	- - - -	William Hirons	Ditto.
Ditto	- - - -	John Hirons	Ditto.
Ditto	- - - -	William Ingram	Ditto.
Ditto	- - - -	Joseph Line	Hovel.
<i>Parish of Wolston.</i>			
Abraham Herbert	- - - -	George Hammerton	Road.
Ditto	- - - -	Ditto	Barn, Stabling, and Road.
Mary Herne, Anne Herne, Michael Johnson, Elizabeth Davies, and Mary Wightman.	- - - -	Mary Herne	Road.
Ditto	- - - -	Ditto	Garden.
William Ferdinand Wratlaw, and Thomas Hall.	- - - -	Thomas Parsons	Farm-house, Outbuildings, Yard, and Garden.
Representatives of the late William Willcox, and John Brown.	- - - -	John Lewis	Orchard.
<i>Parish of Wolston.—Hamlet or Township of Brandon.</i>			
The Marquis of Hastings.	- - - -	Thomas Newcombe	Cottage and Garden.
Ditto	- - - -	Sarah Cave	Ditto.
Ditto	- - - -	Ditto	Shop and Orchard.
Ditto	- - - -	Thomas Newcombe	Garden.
Ditto	- - - -	William Buckingham	Shed.
The Marquis of Hastings or Lady Grey de Ruthyn.	- - - -	Edward Copson	Outbuildings, Yard, and Garden.
The Marquis of Hastings.	- - - -	In hand	Wood.
Ditto	- - - -	Ditto	Ditto.

[Local.]

10 K

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Binley.</i>			
The Earl of Craven -	- - - -	John Horton -	Arable, with Wood and Pits.

COUNTY OF WARWICK AND COUNTY OF THE CITY OF COVENTRY.

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

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

COUNTY OF THE CITY OF COVENTRY.

Parish of St. Michael.

Edward Inge -	- - - -	In hand -	Plantation.
John Carter -	- - - -	Ditto -	Ditto.
Edward Ingoe -	- - - -	William Walker -	Pasture with Barn.
Ditto -	- - - -	John Grimitt -	Mill, Garden, and Stream.
Marquis of Hertford -	- - - -	Sarah Edmonds and Thomas Gilbert.	Garden.
Ditto -	- - - -	Ditto -	Ditto.
Ditto -	- - - -	Thomas Gilbert -	Ditto.
Ditto -	- - - -	Ditto -	Ditto.
Ditto -	- - - -	William Gilbert -	Ditto.
Ditto -	- - - -	Richard Worthington -	Ditto.
Ditto -	- - - -	John Rice -	Ditto.
Ditto -	- - - -	William Loomes -	Ditto.
Ditto -	- - - -	William Chitem -	Ditto.
Ditto -	- - - -	John Pepper -	Ditto.
Ditto -	- - - -	- - - -	Garden Road.
Ditto -	- - - -	Joseph Wicks -	Garden.
Ditto -	- - - -	Joseph Nicholls -	Ditto.
Ditto -	- - - -	William Jarrett -	Ditto.
Ditto -	- - - -	William Pigott -	Ditto.
Ditto -	- - - -	Samuel Mason -	Ditto.
Ditto -	- - - -	Josiah Bird -	Ditto.
Ditto -	- - - -	David Shakespear Waters -	Ditto.
Ditto -	- - - -	William Leeson -	Ditto.
Ditto -	- - - -	Edward Tomkins -	Ditto.
Ditto -	- - - -	Thomas Hine -	Ditto.
Ditto -	- - - -	- - - -	Garden Road.
Ditto -	- - - -	James Thomson -	Garden.
Ditto -	- - - -	Sarah Hales -	Ditto.
Ditto -	- - - -	Joseph Coleman -	Ditto.
Ditto -	- - - -	Thomas Read -	Ditto.
Ditto -	- - - -	- - - -	Garden Road.
Ditto -	- - - -	John Freer -	Nursery.
Ditto -	- - - -	Mary Pratt -	Meadow, Barn, and Sheds.
Ditto -	- - - -	John Freer -	Nursery.
Ditto -	- - - -	- - - -	Garden Road.
Ditto -	- - - -	Captain Bunney -	Meadow and Nursery.
Ditto -	- - - -	John Ogden and William Henry Timms.	Nursery.

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

COUNTY OF WARWICK.

Parish of Stoneleigh.—Hamlet or Township of Canley.

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

Parish of Stoneleigh.—Hamlet or Town of Fletchampstead.

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

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

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

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

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

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

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
<i>Parish of Berkswell.—Hamlet or Township of Bradnocks Marsh — continued.</i>			
William Griffin	- - - -	Martha Hickin	House, Outbuildings, Yard, Garden, and Orchard.
Ditto	- - - -	Ditto	Meadow and Shed.
John Gibbs	- - - -	In hand	Cottage and Garden.
Thomas Woods Weston.	- - - -	Francis Nightingale	Garden Ground.
The Governors of the Hospital of Lady Catherine Leveson, in Temple Balsall.	- - - -	Joseph Large and Mary Large.	Two Cottages and Gardens.
Ditto	- - - -	Ditto	Garden.
Humphrey Johnson	- - - -	In hand	Farm-house, Outbuildings, and Garden.
Ditto	- - - -	Ditto	Garden.
Humphrey Johnson and John Parker.	- - - -	Humphrey Johnson and John Parker.	Road.
John Parker	- - - -	In hand	Meadow and Windmill.
Charles Hopkins	- - - -	Charles Hopkins and William Dingley.	Dwelling House, Gardens, Yard, Barn, and Appurtenances.
<i>Parish of Hampton in Arden.</i>			
Abraham Spooner Lillingston.	- - - -	In hand	Plantation.
Ditto	- - - -	John Hammon	Garden.
John Tibbitts	- - - -	In hand	Brick-kiln and Pasture.
Richard Osborn	- - - -	William Taylor	Pasture and Foredrove.
Richard Osborn, Thomas Osborn, A. S. Lillingston, and John Harris.	- - - -	William Taylor, John Snape, Mary Tandy, and David Marks.	Occupation Road.
John Harris	- - - -	David Marks	Farm-house, and Outbuildings, Garden, and Yard.
Ditto	- - - -	Ditto	Orchard.
Ditto	- - - -	Ditto	Plantation, Pool, and Pasture.
John Harris and Thomas Osborn.	- - - -	David Marks and John Snape.	Occupation Road.
Thomas Osborn	- - - -	John Snape	Orchard.
Ditto	- - - -	Ditto	Ditto.
Ditto	- - - -	Ditto	Dwelling House, Outbuildings, Yard, Garden, and Orchard.
Ditto	- - - -	Ditto	Garden.
Edward Lowe	- - - -	Maria Wilday	Orchard.
Ditto	- - - -	Ditto	Garden.
Edward Cashmore	- - - -	Edward Wall	Cottage and Garden.
Richard Hall	- - - -	Samuel Lawrence	Ditto.
Robert Gale	- - - -	In hand	Dwelling House, Outbuildings, Yard, and Orchard.
Mary Alsager	- - - -	John Eborall and George Whiting.	Two Cottages and Gardens.
Thomas Elliott	- - - -	In hand	Garden.
George Green	- - - -	Ditto	Ditto.
Overseers of the Poor of Hampton in Arden.	- - - -	Richard Hayes	Cottage.

[Local.]

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Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Thomas Elliott, or the said Overseers.	- - - -	Thomas Elliott -	Cottage.
George Green, or the said Overseers.	- - - -	George Green -	Ditto.
James Smith, or the said Overseers.	- - - -	James Smith -	Ditto.
Ditto -	- - - -	Ditto -	Garden.
Ditto -	- - - -	Ditto -	Ditto.
John Robinson	- - - -	Ditto -	Ditto.
A. S. Lillingston	- - - -	Richard Hayes	Ditto.
Ditto -	- - - -	John Newbold	Ditto.
Ditto -	- - - -	William Hall	Ditto.
Ditto -	- - - -	John Ward	Ditto.
Ditto -	- - - -	Edward Wall	Ditto.
Ditto -	- - - -	Samuel Ball	Ditto.
Ditto -	- - - -	Joseph Holmes	Ditto.
Ditto -	- - - -	George Mills	Ditto.
Ditto -	- - - -	- - - -	Garden Road.
Ditto -	- - - -	John Gilbert	Garden.
Ditto -	- - - -	William Smith	Ditto.
Ditto -	- - - -	George Green	Ditto.

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

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

Parish of Sheldon.

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

Parish of Yardley.

John Barratt	- - - -	John Barratt	Cottage and Garden.
Charles Yates	- - - -	Charles Yates	House, Malthouse, Brick-yard, Garden, Stable, and Yards.
John Blount	- - - -	John Blount	House, Garden, Stable, and Shrubbery.
Ditto -	- - - -	Edmund Canning	House, Barn, Sheds, Yard, Garden, and Rick-yard.
Ditto -	- - - -	John Blount	Plantation.
Ditto -	- - - -	Ditto -	Ditto.
Ditto -	- - - -	Ditto -	Ditto.
James Loud	- - - -	James Loud	Ditto.

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Isaac Wright	-	John Wright	Barn, Stable, and Shed.
Ditto	-	Thomas Young	Cottage and Garden.
Joseph Johnson	-	Joseph Johnson	House, Garden, Yards, Barn, Stable, &c.
William Taylor	-	Samuel Biddle	House, Malthouse, Barn, Stable, and Garden.
Hannah Barnacle	-	Hannah Barnacle	Garden.
John Tomlinson	-	John Tomlinson	Brick-yard.

COUNTY OF WARWICK.

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

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

Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Daniel Ledsam, John Smith Soden, and James Spooner.	- - - -	Joseph Tonks - -	Garden.
Ditto - -	- - - -	Void - - - -	Ditto.
Ditto - -	- - - -	Ditto - - - -	Ditto.
Ditto - -	- - - -	Ditto - - - -	Ditto.
Ditto - -	- - - -	Daniel Ledsam, John Smith Soden, and James Spooner.	Plantation.
Ditto - -	- - - -	Joseph Sanders - -	Two Gardens.
Ditto - -	- - - -	Joseph Brueton - -	Garden.
Ditto - -	- - - -	Void - - - -	Ditto.
Ditto - -	- - - -	Ditto - - - -	Ditto.
Ditto - -	- - - -	Joseph Sanders - -	Ditto.
Ditto - -	- - - -	William Greaves - -	Ditto.
Ditto - -	- - - -	William Birch - -	Ditto.
Ditto - -	- - - -	Void - - - -	Ditto.
<i>Hamlet or Township of Duddeston and Nechells.</i>			
Jane Mills - -	- - - -	William Gibson - -	Hovel.
Ebenezer and Cornelius Robins, Joseph Walters, and William Henry Baron.	- - - -	Ebenezer and Cornelius Robins, Joseph Walters, and William Henry Baron.	Two Cottages.
Ebenezer and Cornelius Robins.	John Spicer - -	John Ward, James Smith, William Reay, and James Daniel, (void,) Nathaniel Payton, John Young, Mary Hopkins, Richard Hinton, (void,) and Thomas Tonks.	Thirteen Houses, Yard, Shop, and Malthouse.
Jacob Holyoake - -	- - - -	Jacob Holyoake - -	House, Yard, and Garden.
Ditto - -	- - - -	Ditto - - - -	House and Garden
William Mountain - -	- - - -	John Sayer, George Bonas, John Crawford, and Lewis Belcher.	Four Houses and Malthouse.
William Arrowsmith - -	- - - -	William Arrowsmith - -	Two Gardens.
Thomas Wilkins - -	- - - -	John Daw, Thomas Wilkins, William Empson, John Clark, and George Brown.	Four Houses and Five Gardens.
Earl Howe - -	- - - -	Joseph Green - -	Cottage and Garden.
Ditto - -	- - - -	William Bushell - -	Garden.
Ditto - -	- - - -	Thomas Pole and John Kendrick.	Cottage and Garden.
Ditto - -	- - - -	George Hyde - -	Garden.
Ditto - -	- - - -	William Bates - -	Cottage and Garden.
Ditto - -	- - - -	William Smallwood - -	Garden.
Ditto - -	- - - -	William Turner - -	Ditto.
Ditto - -	- - - -	Samuel Harrison - -	Ditto.
Ditto - -	- - - -	Void - - - -	Ditto.
Ditto - -	- - - -	Richard Smallwood - -	Ditto.
Ditto - -	- - - -	Void - - - -	Ditto.
Ditto - -	- - - -	William Higgins - -	Ditto.
Ditto - -	- - - -	William Bushell - -	Two Gardens.
Ditto - -	- - - -	Joseph Gibbs - -	Cottage and Garden.
Ditto - -	- - - -	Elizabeth Trow and Edward Giddins.	Four Gardens and Rope-walk.
Ditto - -	- - - -	Abraham Brisband and John Holyoake.	Cottage and Garden.
Ditto - -	- - - -	Edward Lane and Henry Taylor.	Two Gardens and Cottage.
Ditto - -	- - - -	Void - - - -	Garden.
Ditto - -	- - - -	William Howle - -	Ditto.

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

Parish of Saint Martin Birmingham.

Sir Thomas Gooch Baronet	- - - -	Thomas Fitter	Garden.
Ditto	- - - -	Ditto	Ditto.
Ditto	- - - -	Ditto	Ditto.
Ditto	- - - -	Samuel Walker, William Payton, Frances Burdett, and Joseph Nash.	Three Cottages and Gardens.
Ditto	- - - -	William Spencer	Garden.
Ditto	- - - -	Joseph Preston	Three Gardens.
Earl Howe	Trustees of the late Ryland Mander.	James Twist	Cottage and Garden.
Ditto	Ditto	William Plant and Jesse Rollins.	Ditto.
Ditto	Ditto and William Proctor.	William Proctor, Isaiah Hampson, Thomas Jordan, Matthew Field.	Four Cottages and Gardens.
Ditto	Trustees of the late Ryland Mander.	Mary Edwards, William Maybar, John Ingram, James Price, James Smith, William Standley, James Leigh.	Six Houses and Gardens.
Ditto	Ditto	Edward Ryalls	Cottage and Three Gardens.
Ditto	Ditto	William Powell	Garden.

[Local.]

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Owners, or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Earl Howe - -	Trustees of the late Ryland Mander.	Sarah Baker - -	Four Gardens.
Ditto - -	Ditto - -	William Turner and Richard Alsager.	Coal-yard.
Ditto - -	Ditto - -	Void - -	Garden.
Ditto - -	Ditto - -	Ditto - -	Ditto.
Ditto - -	Ditto - -	Robert Rowley - -	Ditto.
Ditto - -	Ditto - -	James Green and John Green.	Garden and Cottage.
Ditto - -	Ditto and William Plant.	William Plant, Samuel Mole, and John Line.	Two Cottages and Gardens.
Ditto - -	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, William Bromage.	Joseph Hyde, Edward Britain, Henry Simpson.	Three Houses, Three Shops, and Yard.
Ditto - -	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, Elizabeth Bentley.	James Charles Greaves -	Garden.
Ditto - -	Ditto - -	Charles Bell - -	Timber-yard.
Ditto - -	Ditto - -	William Botterly and William Probert.	Cottage and Two Gardens.
Ditto - -	Ditto and Edward Henry Vincent.	Edward Henry Vincent and John Downes.	Public House, Cottage, Shop, and Skittle-ground.
Ditto - -	Trustees of the late Ryland Mander, Henry Gimblett, William Wills, James Taylor.	John Hughes and John Ward.	Two Cottages, Shop, and Garden.

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