ANNO DECIMO & UNDECIMO

VICTORIÆ REGINÆ.

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siderable Outlay of Money, the said Commissioners had, on the Twenty-seventh Day of *October* One thousand seven hundred and seventy-seven, entered into an Agreement with *Charles Chaplin* Esquire, to vest in him the Canal or Cut, and the Navigation thereof, together with all the Tolls arising from the said Navigation, and all the Estate and Interest of the said Commissioners therein, for the Term of Ninety-nine Years, to commence from the Twenty-fourth Day of *June* then last, upon the Terms and Conditions therein mentioned, it was enacted, that after the Twenty-third Day of *June* One thousand eight hundred and twenty-eight the said recited Act should be repealed, and instead thereof the now-reciting Act should commence and be put in execution for the Purposes therein mentioned; and it was also enacted, that all Arrears of Tolls or Rents, or other Monies due to and Property Real or Personal, and all Choses in and Rights of Action, either at Law or in Equity, vested in the Commissioners under the said recited Act, or the Lessees or Persons claiming under them for the Time being, should immediately on the Commencement of the now-reciting Act be vested in the Commissioners for executing the now-reciting Act, who should be and were thereby enabled to sue and recover the same to or for the Use of such Lessees or Persons, as effectually as if the same had become due to or been vested in them the said Commissioners under or by virtue of the now-reciting Act; and after reciting that upon the Faith of the Agreement therein and herein-before recited the said *Charles Chaplin*, immediately after the same was entered into, had advanced upwards of Seven thousand Pounds, and expended the same upon the said Navigation, and that those claiming under him had expended considerable Sums thereon from Time to Time, and particularly in the Year One thousand eight hundred and twenty-six upwards of Four thousand Pounds had been expended by them in cleansing and repairing the said Navigation and Works, and that the said Agreement had been entered into by the said Commissioners *bonâ fide* for the Benefit of the Public, and was in fact beneficial to the Public at the Time the same was entered into, and that the Benefit accruing therefrom to the said *Charles Chaplin* and those claiming under him had not been disproportioned to the Risk run by the said *Charles Chaplin*, and that the said Agreement had been acquiesced in by all Parties for nearly Fifty-one Years, and that it would be for the Benefit of the Public that the same should be sanctioned for the Remainder of the said Term of Ninety-nine Years, but subject to a Reduction of the Tolls of the said Navigation, the Tolls authorized to be taken by the now-reciting Act being in proportion of One Half less as to certain Articles, and One Third Part less as to all other Articles, or thereabouts respectively, than the Tolls authorized to be taken by the said therein recited Act, it was enacted, that it should and might be lawful to and for the said Commissioners, and they were thereby authorized and required, immediately on the Commencement of the now-reciting Act, to grant, execute, and deliver unto the Person or Persons entitled to the beneficial Interest under the said recited Agreement, and to his or their Executors, Administrators, and Assigns, a Lease of the said Navigation, and the Tolls, Dues, and other Proceeds thereof, for the Term of Forty-eight Years from the Twenty-fourth Day of *June* next after the passing of the now-reciting Act, being the Remainder of the Term of Ninety-

nine Years in the said Agreement mentioned; provided always, that the Lessee or Lessees for the Time being claiming under and by virtue of such Lease should be subject to all the Payments, Rules, Regulations, Restrictions, Pains, Penalties, and Forfeitures mentioned in the now-reciting Act; and it was also enacted, that the said Canal and Feeder, and also the Ground, Soil, and Works thereof, and also the Lands which by virtue of the now-reciting Act were then vested in the Commissioners thereby appointed and their Successors, and all Rates, Tolls, and Dues which should be taken or received under or by virtue of the Authority of the now-reciting Act, should be and they were thereby respectively made subject and liable to the Payment of all Debts and Monies which were then due and owing under or by virtue of the said therein recited Act thereby repealed, or which should be due and owing under or by the virtue of the now-reciting Act, and all Persons to whom such Debts were due should have the same Powers for enforcing Payment thereof as were given by the now-reciting Act to Persons who should advance Money to the Commissioners under the now-reciting Act; and it was also enacted, that during the Residue of the said Term of Ninety-nine Years the Lessees or Lessee of the said Navigation for the Time being should yearly and every Year, upon the Twenty-fourth Day of *June* in each Year, pay to every Shareholder or Mortgagee of the said Tolls Interest after the Rate of Five Pounds *per Centum per Annum* upon each Assignment of Tolls held by him or her, and in case Default should at any Time or Times be made in the due and regular annual Payment of Interest at the Rate aforesaid to all or any of the said Shareholders or Mortgagees for the Time being entitled to the same, or in any Part thereof, for the Space of Fourteen Days after any succeeding Twenty-fourth Day of *June* in the Residue of the said Term, including the last Twenty-fourth Day of *June* in the last Year of the said Term, then and so often as such Default should happen it should be lawful for the said Commissioners, and they were thereby required, in addition to any other Remedy at Law or in Equity, or under the now-reciting Act, which such Shareholders or Mortgagees respectively might have or take against the Lessees or Lessee for the Time being of the said Tolls for the Residue of such Term for the recovering and compelling Payment of such Arrear of Interest, on having Notice in Writing of any such Arrear from the Party or Parties entitled to such Interest, and after such Party or Parties should have demanded in Writing Payment of such Arrears of Interest, to require the Treasurer, Collector, or Receiver for the Time being of such Tolls, Rates, and Dues, out of and with the Money which might then be in his Hands respectively, as well as out of and by and with the Tolls, Rates, and Dues which he might thenceforth receive, to pay and discharge to such Mortgagee or Shareholder, Mortgagees or Shareholders, such Arrears of Interest as often as the same might happen, and such Treasurer, Collector, or Receiver was thereby required and authorized to pay the same under the Circumstances aforesaid, and the Receipt or Receipts which he might take for the Arrears of Interest so paid should pass in his Account with the Lessees or Lessee for the Time being of such Tolls, Rates, and Dues as so much Cash, and they should be received and allowed as for and in lieu of so much Cash accordingly; provided nevertheless, and it was thereby declared, that all Payments to be made by such

Treasurer,

Treasurer, Collector, or Receiver under the Order, Directions, or Authority of the said Commissioners, pursuant to the Power thereby given, for Repairs, Maintenance, and Support of the said navigable Canal, Cut, and Works thereon or thereunto belonging, should have Precedence and Priority over any other Orders or Directions of the said Commissioners upon such Treasurer, Collector, or Receiver for the Time being for or in respect of Interest Monies on the said Mortgage Debt of Twenty-eight thousand Pounds, or any Part thereof, or on the further Mortgage Debt by the now-reciting Act authorized to be created for the Purposes therein-after mentioned: And whereas by an Indenture of Three Parts, dated the Twenty-eighth Day of *August* One thousand eight hundred and twenty-eight, and made between the Commissioners acting under the said recited Act of the Ninth Year of King *George* the Fourth, by *John Fytche*, *William Grant Allison*, *Field Flowers Goe*, *Edward Allison*, *Joshua Larder*, *Stephen Gray*, *George Allen*, *Frederick Lucas*, *Joseph Wright*, the Reverend *William Chaplin*, the Reverend *John Robinson*, *John Norton Booth*, *William Harrold*, and *John Cue*, being Fourteen of the said Commissioners duly authorized for that Purpose in manner therein-after mentioned, of the First Part, *William Wilson* of *Louth* aforesaid, Gentleman, the Clerk of the said Commissioners, of the Second Part, and *Francis Chaplin* of *Riseholme* in the said County of *Lincoln*, Esquire, and *George Chaplin* of *Tathwell* in the said County, Esquire, of the Third Part, after reciting, amongst other things, that the said *Francis Chaplin* and *John Chaplin*, being the Persons then entitled to the beneficial Interest under the said Agreement of the Twenty-seventh Day of *October* One thousand seven hundred and seventy-seven, had requested the said Commissioners to grant to them a Lease of the said Navigation, and the Tolls, Dues, and other Proceeds thereof which were or should become payable under the said Act, for the Term of Forty-eight Years, upon such Terms and Conditions as in the same Act were expressed and contained, and which they had consented to do, it was witnessed, that in pursuance and in performance of the said Agreement, and in obedience to the therein recited Act of the Ninth Year of the Reign of King *George* the Fourth, and in consideration of the Covenants and Agreements therein contained on the Part and Behalf of the said *Francis Chaplin* and *George Chaplin*, their Heirs, Executors, Administrators, and Assigns, to be kept, observed, and performed, the said Commissioners, for the Purposes of the same Act of Parliament, by the said *John Fytche*, *William Grant Allison*, *Field Flowers Goe*, *Edward Allison*, *Joshua Larder*, *Stephen Gray*, *George Allen*, *Frederick Lucas*, *Joseph Wright*, *William Chaplin*, *John Robinson*, *John Norton Booth*, *William Harrold*, and *John Cue*, as such Commissioners as aforesaid, did demise, lease, and to farm let unto the said *Francis Chaplin* and *George Chaplin*, their Executors, Administrators, and Assigns, all that the said navigable Canal or Cut so made and completed under the Authority of the said therein-before mentioned Act of Parliament of the Third Year of the Reign of King *George* the Third as aforesaid, from the River *Humber* to the River *Ludd* in the Parish of *Alvingham*; and also the said Navigation made under the same Act in or near the said River *Ludd* from thence to the Town of *Louth*, being both together commonly called by the Name of the *Louth* Navigation; and also all that Feeder

Indenture, dated 28th Aug. 1828.

Feeder called the *New Cut*, but commencing about Thirty Yards below the Water Corn Mill, then belonging to Messieurs *Cross*, *Edwards*, and *Foster*, in the Parish of *Louth* aforesaid, for supplying the said Navigation with Water, and the Ground and Soil of the said Canal and Feeder, and all and every other the Canals, Channels, Branches, Collateral Cuts, Waterlines, Foreshores, and Weirs, constituting, appertaining, or belonging to the said *Louth* Navigation, and the Aqueducts, Tunnels, Culverts, Bridges, Embankments, Towing Paths, Haling Ways, Gates, Stiles, Feeders, Locks, Doors, Flood-gates, Dams, Sluices, Weirs, Basins, Docks, Locks, Yards, Quays, Wharfs, Walls, Jetties, Toll Houses, Houses, Buildings, Weighing Machines, and all other Works belonging to the said Navigation, and the Ground and Soil thereof, and which were then vested in the Commissioners acting under the said therein-before recited Act of the Ninth Year of the Reign of King *George* the Fourth; and also all the Tolls, Rates, Dues, and other Proceeds which in and by the said therein recited Act of Parliament of the Third Year of the Reign of King *George* the Third were imposed and authorized to be levied, and which then remained due and unsatisfied; and also all the Tolls, Dues, or Duties which in and by the said Act of Parliament of the Ninth Year of the Reign of King *George* the Fourth were authorized or directed to be taken by the Commissioners for the Purposes of the same Act, or their Lessees, for or in respect of any Goods, Wares, or Merchandize which should be carried along or upon the said Navigation or Canal, or any Part thereof, and which were particularly mentioned and specified in the First Schedule to the same Act annexed; and also all such further and other Tolls, Dues or Duties, Penalties, Forfeitures, Sum and Sums of Money (if any,) as should at any Time or Times thereafter, during the Continuance of the Term thereby granted, be authorized or directed by the Commissioners for the Purposes of the said Act of the Ninth Year of King *George* the Fourth to be levied or taken under or by virtue of any of the Powers or Authorities thereby given to or vested in them for that Purpose; to hold the same (subject nevertheless to and charged with the Payment of the Interest after the Rate of Five Pounds *per Centum* on the Mortgage Debt of Twenty-eight thousand Pounds, secured upon the said Navigation and the Tolls thereof, or such Part thereof as should be legally payable) unto the said *Francis Chaplin* and *George Chaplin*, and their respective Executors, Administrators, and Assigns, from the Twenty-fourth of *June* then last past, for and during the Term of Forty-eight Years thence next ensuing and fully to be complete and ended, to be equally divided between them the said *Francis Chaplin* and *George Chaplin* as Tenants in common and not as joint Tenants, subject nevertheless to all the Payments, Rules, Regulations, Restrictions, Pains, Penalties, and Forfeitures mentioned in the said Act of the Ninth Year of the Reign of King *George* the Fourth to which the said *Francis Chaplin* and *George Chaplin* as Lessees as aforesaid, or their respective Executors, Administrators, or Assigns, then were, or at any Time or Times thereafter during the said Term of Forty-eight Years should or might be or become subject or liable to pay, abide by, observe, perform, fulfil, or keep, under or by virtue of the same Act, or any of the Clauses or Enactments therein contained, or under any Orders, Resolutions, or Bye Laws of the Commissioners acting under the same Act thereafter to be made or passed by virtue

and in pursuance of and conformably to the several Powers or Authorities therein contained, or any of them: And whereas by an Indenture of Lease bearing Date the Ninth Day of *April* One thousand eight hundred, and made between *John Robinson* Esquire, Warden of *Louth*, *Samuel Carter Pettener*, *Nicholas Wrigglesworth*, and *Richard Codd*, Esquires, *Charles Marshall Clarke*, Doctor of Physic, the Reverend *John Emeris*, the Reverend *John Goodwin*, the Reverend *Marmaduke Alington*, and the Reverend *James Bollen*, Clerks, *Thomas Phillip*, *George Wilcockson*, *William Allison*, *John Wood*, and *Adam Eve*, Gentlemen, Commissioners appointed by the then existing Act passed in the Third Year of His Majesty King *George* the Third, intituled *An Act for making a Navigation from the River* Humber, *by a Cut or Canal at or near* Titney Farm, *to the River* Ludd *in the Parish of* Allingham *in the County of* Lincoln, *and for continuing the said Navigation in or near the said River from thence to or near the Town of* Louth *in the said County*, of the One Part, and *Thomas Chaplin* of *Enderby* in the said County of *Lincoln*, Esquire, of the other Part, the said Commissioners, in confirmation of a certain Order, Resolution, and Agreement contained in the Books of the Navigation, bearing Date the Twenty-seventh Day of *October* One thousand seven hundred and seventy-seven, and signed by certain Commissioners for the said Navigation for the Time then being, did bargain, sell, demise, lease, set, and to farm let unto the said *Thomas Chaplin*, his Executors, Administrators, and Assigns, all those Pieces or Parcels of Ground theretofore in One Piece, and then called or known by the Name of the *Mallard Ings*, situate, lying, and being in *Louth* aforesaid, in the East Field there, and containing Fifteen Acres One Rood and Twelve Perches Statute Measure, then in the Tenure of the said *Thomas Chaplin*, his Under-tenants or Assigns, to hold unto the said *Thomas Chaplin*, his Executors, Administrators, and Assigns, for the Term of Ninety-nine Years, which commenced on the Twenty-fourth Day of *June* One thousand seven hundred and seventy-seven, by virtue of and under the Order, Resolution, and Agreement therein and herein-before mentioned, with full Liberty and Licence to build upon the said Pieces or Parcels of Ground such Houses, Warehouses, Granaries, and other Building, as he or they should think fit, at the yearly Rent of Five Shillings, payable to the acting Commissioners or their Treasurer for the Time being on the Twenty-fourth Day of *June* in every Year: And whereas by the *East Lincolnshire* Railway Act, 1846, certain Persons were incorporated for the Purpose of making and maintaining a Railway from *Great Grimsby*, by *Louth* and *Alford*, to *Boston*, all in the County of *Lincoln*, by the Name of "The *East Lincolnshire* Railway Company:" And whereas it is expedient that the *East Lincolnshire* Railway Company should be authorized to purchase and take an Assignment of the said Navigation and Tolls, and all other the Property and Premises comprised in the said herein-before in part recited Indenture of Lease of the Twenty-eighth Day of *August* One thousand eight hundred and twenty-eight, for the Remainder of the said Term of Forty-eight Years thereby granted, and also the Pieces or Parcels of Land comprised in the said herein-before in part recited Indenture of Lease of the Ninth Day of *April* One thousand eight hundred, for the Remainder of the Term of Ninety-nine Years thereby granted; but the same cannot be effected without the Authority

Indenture, dated 9th April 1800.

3 G. 3. c. 39.

of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That it shall be lawful for the Person or Persons for the Time being entitled, under or by virtue of the herein-before in part recited Indenture of Lease of the Twenty-eighth Day of *August* One thousand eight hundred and twenty-eight, to the Navigation and Tolls and other the Property and Premises comprised therein, if he or they shall think proper so to do, and also for the Person or Persons for the Time being entitled, under or by virtue of the said herein-before in part recited Indenture of Lease of the Ninth Day of *April* One thousand eight hundred, to the Pieces or Parcels of Ground comprised therein, if he or they shall think proper so to do, to sell to the *East Lincolnshire* Railway Company, and for the *East Lincolnshire* Railway Company, if they shall think proper so to do, to purchase from the Person or Persons for the Time being entitled to the said Navigation and Tolls, and other the Property and Premises comprised in the said Indenture of Lease of the Twenty-eighth Day of *August* One thousand eight hundred and twenty-eight, and also from the Person or Persons for the Time being entitled to the Pieces or Parcels of Ground and Premises comprised in the said Indenture of Lease of the Ninth Day of *April* One thousand eight hundred, all that the said navigable Canal or Cut and Navigation so made and completed under the Authority of the said in part recited Act as herein-before is mentioned, and commonly called by the Name of the *Louth* Navigation; and also the said Feeder called the *New Cut*, and the Ground and Soil of the said Canal and Feeder; and also the Tolls, Rates, Dues, and Duties, and all and singular other the Property and Premises comprised in and demised by or held under the said herein-before in part recited Indenture of Lease of the Twenty-eighth Day of *August* One thousand eight hundred and twenty-eight for the Remainder of the Term thereby granted, and all Powers, Rights, Privileges, and Authorities conferred by the said Lease, or by the said recited Act in relation thereto, and also all those the said several Pieces or Parcels of Ground called the *Mallard Ings*, and other the Premises comprised in and demised by the said Indenture of Lease of the Ninth Day of *April* One thousand eight hundred, upon or subject to such Terms and Conditions, and at or for such Prices or Sums of Money or other Considerations, whether a Sum or Sums in gross or an annual Payment or annual Payments during the Residue of the said Terms of Forty-eight Years and Ninety-nine Years, or partly a Sum or Sums in gross and partly an annual Payment or Payments during the Residue of the said Terms, as may be mutually agreed upon between the Company and the Person or Persons entitled under or by virtue of the said Leases respectively.

Power to Railway Company to purchase Navigation.

II. And be it enacted, That it shall be lawful for the Company, and they are hereby authorized and empowered, to apply any Monies to be raised by them under the Authority of "The *East Lincolnshire* Railway Act, 1846," or any Act amending the same, in payment of the Purchase or Consideration Money which may be agreed upon between them and the Person entitled under the said Leases or either of

Company may apply their Capital in the Purchase.

of them, and in otherwise performing and carrying out the Terms of such Agreement.

If Consideration be an annual Sum the same to be secured by Covenant and by Powers of Distress and Entry.

III. And be it enacted, That it shall be lawful for the Company, in case any such Purchase as aforesaid or either of them shall be made in consideration wholly or in part of the Payment of any annual Sum or Sums, to secure the punctual Payment of such annual Sum or Sums to the Person or Persons entitled to receive the same by a Covenant under their Common Seal, and also by granting Powers of Distress and Entry upon and Perception of the Tolls, Dues, Rents, and Profits of the said Navigation and Works, and also Powers of Distress and Entry upon and Perception of the Tolls, Dues, Rents, and Profits of the *East Lincolnshire* Railway, so nevertheless that Notice in Writing of the Intention to exercise any such Powers shall be given to the *East Lincolnshire* Railway Company Thirty Days previously to any such Use or Exercise thereof.

Vesting Navigation and Tolls in Company.

IV. And be it enacted, That upon the Completion of the Purchase of the said Navigation and Tolls, and upon the Payment by the Company of the Sum which may have been agreed upon as the Purchase or Consideration Money for the same and other the Premises comprised in the said Lease of the said Twenty-eighth Day of *August* One thousand eight hundred and twenty-eight, or, as the Case may be, upon the Delivery of a Deed of Covenant under the Common Seal of the Company for the Payment of the said annual Sum, or if the Consideration for the Purchase shall be partly a Sum in gross and partly an annual Sum, then upon the Payment by the Company of the gross Sum, and upon the Delivery by them of the Deed of Covenant for the Payment of the annual Sum which may respectively have been agreed upon as the Price or Consideration for the Purchase of the said Navigation, Tolls, and Premises, the Person or Persons for the Time being entitled to the said Navigation, Tolls, and Premises, or to any Estate or Interest therein under or by virtue of the said Lease, shall, by Deed to be prepared by and at the Expence of the Company, and duly stamped, convey and assign the said Navigation and Tolls, and all and singular other the Premises comprised in the said Lease, and all his and their Estate and Interest therein, unto the *East Lincolnshire* Railway Company and their Assigns for all the Residue and Remainder which shall be then to come and unexpired of the said Term of Forty-eight Years by the said Indenture of Lease granted.

Company to be liable to Penalties.

V. Provided always, and be it enacted, That in case the Company shall make any such Purchase as aforesaid the Company shall, from and after the Execution of such Conveyance and Assignment as aforesaid, be subject and liable to all the same Payments, Rules, Regulations, Restrictions, Pains, Penalties, and Forfeitures mentioned in the said recited Act of the Ninth Year of the Reign of King *George* the Fourth as the Person from whom such Purchase shall have been made, or his Representatives, would have been subject and liable to in case such Purchase had not been made, and such Person, his Heirs, Executors, and Administrators, shall be exonerated from all further Liability in respect thereof.

Vesting the Mallard Ings in the Company.

VI. And be it enacted, That upon the Completion of the Purchase of the said Pieces or Parcels of Ground called the *Mallard Ings*, and upon

upon the Payment by the Company of the Sum which may have been agreed upon as the Purchase or Consideration Money for the same and other the Premises comprised in the said Lease of the Ninth Day of *April* One thousand eight hundred, or, as the Case may be, upon the Delivery of a Deed of Covenant under the Common Seal of the Company for the Payment of the said annual Sum, or if the Consideration for the Purchase be partly a Sum in gross and partly an annual Sum, then upon the Payment by the Company of the gross Sum, and upon the Delivery by them of the Deed of Covenant for the Payment of the annual Sum which may respectively have been agreed upon as the Price or Consideration for the Purchase of the said Pieces or Parcels of Ground called the *Mallard Ings*, the Person or Persons for the Time being entitled to the said Pieces or Parcels of Ground, or to any Estate or Interest therein, under or by virtue of said Lease of the Ninth Day of *April* One thousand eight hundred, shall, by a Deed to be prepared by and at the Expence of the Company, and duly stamped, convey and assign the said Pieces or Parcels of Ground, and all and singular other the Premises comprised in the said Lease, and all his and their Estate and Interest therein, unto the *East Lincolnshire* Railway Company and their Assigns for all the Residue and Remainder which shall be then to come and unexpired of the said Term of Ninety-nine Years by the said Indenture of Lease granted.

Interest not to be paid on Calls paid up.

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

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

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

Company not to lease Navigation unless Half Capital paid up and expended.

IX. Provided always, and be it enacted, That it shall not be lawful for the said Railway Company, by virtue of the Power herein-before contained, to purchase or lease the said Navigation, unless it shall have been proved to the Satisfaction of the Commissioners of Railways, and certified by them under their Seal, previously to the Completion of such Sale or Execution of such Lease, that One Half of the whole Amount of the Capital, exclusive of Loans by the Act or Acts

relating to the said Railway Company authorized to be raised, has been actually paid up and expended for the Purposes authorized by such Act or Acts respectively.

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

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

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

XI. And be it enacted, That nothing herein contained shall be deemed or construed to exempt the said Railway by this Act or the recited Acts authorized to be made from the Provisions of any general Act relating to this Act, or of any general Act relating to Railways, which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the recited Acts or this Act.

Providing for Supply of Water to Louth Navigation.

XII. Provided also, and be it enacted, That the said *East Lincolnshire* Railway Company, or other the Lessees for the Time being of the *Louth* Navigation, during the Continuance of the said Lease, shall and are hereby required to preserve the Supplies of Water to the said Canal, and the several Branches, Extensions, and Diversions thereof, as amply as they now are and have heretofore been usually maintained, so that the said Navigation, and the several Branches, Extensions, and Diversions thereof, shall at all Times be kept open and navigable for all Persons desirous to use and navigate the same.

Charges on Canal not to be higher than Charges on Railway nor than specified in Schedule.

XIII. And be it enacted, That the maximum Charges to be made or received by the Company in respect of the said Navigation, during the Continuance of the said Lease, shall not exceed in Amount the Charges made or received by the said Lessees at the Time of the passing of this Act, as specified in Schedule (A.) hereunto annexed; and the *East Lincolnshire* Railway Company shall not, by any Difference of Toll or Charge on the said Navigation and on the said Railway respectively give or allow any Preference or Advantage to or in respect of Goods, Wares, and Merchandize to be from Time to Time carried on the said Railway exceeding or other than such as they shall give or allow to or in respect of Goods, Wares, and Merchandize carried on the said Navigation or any Part thereof.

XIV. And

For regulating Tolls on the Canal.

XIV. And be it enacted, That if at any Time Complaint shall be made to the Board of Trade that the Amount of the Tolls, Rates, or Duties received or claimable by the said Railway Company by virtue of this Act or of the said recited Acts for or in respect of the said Navigation or any Part thereof, or of the several Vessels or Articles, Matters, or Things which shall be navigated, carried, or conveyed in, upon, or along the same or any Part thereof, is such as with reference to the Tolls taken and Carriage charged on the *East Lincolnshire* Railway to operate prejudicially to the Persons using the said Navigation, it shall be lawful for the said Board of Trade, from Time to Time, when and as such Complaints shall be made, to examine and inquire, or to appoint some competent Person to examine and inquire, into such Complaint and the Grounds thereof, and after such Examination had to make such Regulations from Time to Time as the said Board of Trade shall think fit with respect to the Amount of all or any of the Tolls, Rates, and Duties which shall be received or claimable by the said Company for or in respect of the said Navigation or any Part thereof of all or any of the Vessels, or Articles, Matters, or Things, which shall be navigated or carried or conveyed thereon, and by such Regulations to impose such Conditions and Restrictions with regard to the Amount of all or any Part of such Tolls, Rates, and Duties as the said Board of Trade shall think fit, having regard to the Tolls levied on the said Railway; and every such Regulation, on being published in the *London Gazette*, shall be binding upon the said Railway Company, and such Tolls, Rates, and Duties only as may be fixed thereby shall be recoverable by them until such Regulation be revoked or altered by the said Board.

Expences of Act.

XV. And be it enacted, That all the Costs, Charges, and Expences of applying for, obtaining, and passing this Act, or incidental thereto, shall be paid and discharged out of the Funds of the *East Lincolnshire* Railway Company, in preference to all other Payments whatsoever.

Interpretation of Act.

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

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

Words importing the Masculine Gender only shall include Females:

The Word Company shall mean the Company of Proprietors of the *East Lincolnshire* Railway incorporated by the *East Lincolnshire* Railway Act, 1846.

Short Title.

XVII. And be it enacted, That in citing or referring to this Act in other Acts of Parliament and in legal Instruments, or for any other Purpose, it shall be sufficient to use the Expression the *East Lincolnshire* Railway (*Louth* Navigation Purchase) Act, 1847.

Public Act.

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

SCHE-

SCHEDULE (A.) referred to in the foregoing Act.

TOLLS.

	Columns referred to in the recited Act.			
	First Column.			Second Column.
	£	s.	d.	d.
For every Ton of Sugar, Molasses, Plums, Currants, Raisins, and Figs, the Sum of - - -	0	4	0	4 per Mile.
For every Ton of Slate, Timber, Deals, and Freestone, the Sum of - - - - -	0	2	8	3 per Mile.
For every Ton of Coals, the Sum of - -	0	1	7½	1¾ per Mile.
For every Forty Bushels of Cinders, Coke, or Culm, the Sum of - - - - -	0	1	4	1½ per Mile.
For every Eighty Tods of Wool of Twenty-eight Pounds to each Tod, the Sum of - -	0	2	8	3 per Mile.
For every One thousand of Stock Bricks, Paving Bricks, Floor Bricks, or Pantiles, the Sum of -	0	2	8	3 per Mile.
For every One thousand of common Bricks, the Sum of - - - - -	0	1	4	1½ per Mile.
For every Quarter of Rye Grass Seed and Hay Seed, the Sum of - - - -	0	0	2	
For every Four Quarters of Rye Grass Seed and Hay Seed, the Sum of - - - -	-		-	1 per Mile.
For every Twelve Bunches of Plaster Laths, the Sum of - - - - -	0	0	4	
For every Fifteen Bunches of Plaster Laths, the Sum of - - - - - -	-		-	½ per Mile.
For every Quarter of Wheat, Beans, Peas, Rye, Lentils, Barley, Malt, Oats, Rape Seed, or Linseed, the Sum of - - - -	0	0	6	½ per Mile.
For every One thousand of Fire Bricks, the Sum of	0	2	8	
For every Ton of Sand, the Sum of - -	0	1	0	
For every Ton of Gravel for Highways, the Sum of	0	1	0	
For every Ton of all other Goods, Wares, Merchandize, and Commodities whatsoever, the Sum of -	0	2	8	3 per Mile.

And so on in proportion for any greater or less Weight or Quantity of the several Articles before enumerated than the Ton or Quantity before mentioned.

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