ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cciii.

An Act to enable the *Kettering and Thrapstone* Railway Company to extend their authorized Line of Railway to *Huntingdon*, with a Branch Railway at *Huntingdon;* to change their Name; to authorize them to use certain Stations and Portions of Railway of the *Great Eastern* Railway Company and the *Great Northern* Railway Company; and to make Traffic Arrangements with the *Midland* Railway Company and the *Great Northern* Railway Company; and for other Purposes. [28th *July* 1863.]

WHEREAS by the "*Kettering and Thrapstone* Railway Act, 1862," the *Kettering and Thrapstone* Railway Company (herein-after called "the Company") were incorporated with a Capital of Eighty thousand Pounds, and with Power to borrow on Mortgage Twenty-six thousand six hundred Pounds, and were authorized to make a Railway (herein-after called "the original Line") from the *Leicester and Hitchin* Railway of the *Midland* Railway Company, in the

25 & 26 Vict. c. clxxiii.

Parish of *Kettering* in the County of *Northampton*, to *Thrapstone* in the same County; and by the Act now in recital the Company and the *Midland* Railway Company were authorized to enter into and carry into effect Contracts for the Use and Working by the latter Company of the original Line, and the Conveyance by them of the Traffic thereon, and certain incidental Matters: And whereas the Construction of a Railway (No. 1) from the original Line in the Parish of *Islip* in the County of *Northampton*, to join the *Saint Ives and Huntingdon* Branch of the *Great Eastern* Railway Company in the Parish of *Saint Mary Huntingdon* in the County of *Huntingdon* would be of public and local Advantage: And whereas the Construction of a Branch Railway (No. 2) from the said Railway (No. 1) in the said Parish of *Saint Mary Huntingdon*, to join the *Great Northern* Railway near the *Huntingdon* Station thereof, would be of public and local Advantage: And whereas the Company are willing to undertake the Construction of such Railways, if authorized so to do, and to raise Money for that Purpose: And whereas Plans and Sections describing the Lines and Levels of the proposed Railways, and the Lands which may be required to be taken for the Purposes thereof, together with Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the said Lands respectively, have been deposited with the respective Clerks of the Peace for the several Counties of *Northampton*, *Huntingdon*, and *Bedford*: And whereas it is expedient that the Powers by the recited Act given to the Company and the *Midland* Railway Company, with reference to such Contracts as aforesaid, should be extended to the proposed Railways and the Traffic thereon: And whereas it would be for the public Advantage that such Powers as in this Act contained should be given for the User of the Railways of the *Great Eastern* Railway Company from the Termination of the intended Railway (No. 1) to their *Huntingdon* Station, and also for the User of that Station: And whereas it would be for the public Advantage that such Powers as in this Act contained should be given for the User of the *Great Northern* Railway from the Termination of the intended Railway (No. 2) to the *Huntingdon* Station of the *Great Northern* Railway Company, and also for the User of that Station: And whereas it is expedient to authorize the Arrangements as to Traffic and other Matters between the Company, the *Great Northern* Railway Company, and the *Midland* Railway Company, respectively set forth in the Two Schedules to this Act: And whereas it is expedient that the Name of the Company should be changed: And whereas the Objects before mentioned 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

1. This

Kettering, Thrapstone, and Huntingdon Railway Act, 1863.

Short Title.

1. This Act may be cited for any Purpose as "*Kettering, Thrapstone, and Huntingdon* Railway Act, 1863."

Interpretation of Terms.

2. In this Act the Expression "the Railways" and the Expression "the Extension Railways" shall respectively mean the Railways and Works which the Company are by this Act authorized to construct; the Expression "the original Line" shall mean the Railway by the recited Act authorized; the Word "Share" shall include "Stock;" the Word "Traffic" shall include Passengers and Luggage, Animals, Goods, and Merchandise, and other Articles, Matters, and Things; and the Expression "Court of competent Jurisdiction" and any other like Expression shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, unless in either Case there be something in the Subject or Context repugnant to or inconsistent with such Construction.

8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

3. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall (except in so far as the Provisions of those Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Provisions of 8 & 9 Vict. c. 16. incorporated.

4. The Clauses and Provisions of "The Companies Clauses Consolidated Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Consolidation of the Shares into Stock, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the making of Dividends, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, shall be incorporated with this Act, and, subject to the other Provisions of this Act, shall respectively apply to all Shares and Capital created and Monies borrowed under the Powers of this Act.

Same Meanings to Terms in incorporated Acts as in this Act.

5. In construing in connexion with this Act the Acts and Parts of Acts incorporated herewith the Expression "the Special Act" shall mean this Act, the Expression "the Company" and the Expression "the Promoters of the Undertaking" shall respectively mean the Company incorporated by the recited Act and by this Act directed to be styled "The *Kettering, Thrapstone, and Huntingdon* Railway Company," and the Term "Superior Courts" shall include any Court of competent Jurisdiction as herein-before interpreted, unless in either Case there be something

something in the Subject or Context repugnant to or inconsistent with such Construction.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions herein-after contained, the Company may make and maintain the Railways herein-after described according to the Lines and Levels defined upon the Plans and Sections, and upon the Lands delineated on the Plans and described in the Books of Reference deposited as aforesaid, and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description of new Lines.

7. The Railways by this Act authorized to be constructed comprise the following; (to wit,)

A Railway (No. 1) commencing by a Junction with the original Line in the Parish of *Islip* in the County of *Northampton*, and terminating by a Junction with the *Saint Ives and Huntingdon* Branch of the *Great Eastern* Railway Company in the Parish of *Saint Mary Huntingdon* in the County of *Huntingdon*:

A Branch Railway (No. 2) wholly in the said Parish of *Saint Mary Huntingdon*, commencing by a Junction with the intended Railway (No. 1) and terminating by a Junction with the *Great Northern* Railway near the *Huntingdon* Station of that Railway.

Power to alter Engineering Works.

8. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Power to cross certain Roads on the Level.

9. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained in reference to the crossing of Roads on the Level,

Level, it shall be lawful for the Company to carry the Extension Railways across and on the Level of the several Roads which on the Plans deposited as aforesaid are respectively numbered as follows:

No. of Road on Plans.	Parish or Place in which the Road is shown on those Plans.
1	Longstow.
16	Easton.
27	Graffham.

Provided that while the Railway crossing either of those Roads consists of a single Line, not more than a single Line of Railway, and when such Railway consists of a double Line, not more than a double Line of Railway, shall be laid by the Company across that Road.

As to shunting of Trains.

10. It shall not be lawful for the Company in shunting Trains to pass any Train over the level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect a Lodge at Point of crossing, and abide by Rules, &c. of Board of Trade.

11. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Point where the Railway crosses each of the before-mentioned Roads on the Level, and shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade, and if the Company fail to erect or at all Times to maintain such Lodge, or to appoint a proper Person to watch and superintend the Crossing at such Lodge, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridge to be erected in lieu of level Crossing.

12. The Board of Trade may, if it shall appear to them to be necessary for the public Safety, at any Time either before or after the Railway hereby authorized to be carried across either of the said Roads on the Level shall have been completed and opened for public Traffic, require the Company within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the Road either under or over the Railway, crossing the same by means of a Bridge or Arch, in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossing.

As to Communication with other Railways.

13. Every Communication between the Extension Railways and any Railway of any other Company shall be effected in a substantial and workmanlike Manner by means of connexion Rails and Points of the Construction and laid in the Manner approved of from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of such other Company; but in every Case of Difference between that Engineer and the Engineer of the Company with reference thereto the Matters in Difference shall be determined by Arbitration.

Company to pay all Expenses of such Communication.

14. The Expense of every such Communication with any Railway of any other Company and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, repairing, amending, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company; and the Communication, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time be on each Occasion altered, amended, repaired, and maintained at the Expense of the Company, and to the reasonable Satisfaction of the Engineer for the Time being of such other Company, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure their Railway, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage of Traffic along the same: Provided always, that in every Case of Difference between the Company and any such other Company, or between their respective Engineers, with reference to any Matters comprised in this Section, the Matters in Difference shall be determined by Arbitration.

Signals, &c. and Watchmen to prevent Danger at Junctions.

15. Each such other Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants as that Company may deem necessary for the Prevention of Danger to or Interference with the Traffic at or near the Junction between their Railway and the Extension Railways; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to such other Company, and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of each Half Year, be repaid by the Company to such other Company on Demand, and in Default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

As to crossing of St. Ives and Huntingdon

16. That Portion of the Railway (No. 2) by this Act authorized which will cross on the Level the *Saint Ives and Huntingdon* Branch Railway of the *Great Eastern* Railway Company shall be in the first instance constructed

constructed and all Alterations and Repairs thereof shall on every Occasion be done to the reasonable Satisfaction of the Engineer for the Time being of the *Great Eastern* Railway Company; and the Engineer and other Officers of that Company shall have the Control and Direction of the Traffic, Engines, Carriages, Officers, and Servants of the Company while using that Crossing, but shall afford all reasonable Facilities and Services for the Passage of the Traffic of the Company there without any undue Interruption or Delay: Provided that in every Case of Difference between the Company and the *Great Eastern* Railway Company, or between their respective Engineers, Officers, or Servants, with reference to any of the Matters comprised in this Section, the Matters in Difference shall be determined by Arbitration. Branch Railway.

17. The *Great Eastern* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen and other Servants, as that Company may deem necessary for the Prevention of Danger to or Interference with the Traffic at or near the Crossing mentioned in the last Section, and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen and other Servants shall belong exclusively to the *Great Eastern* Railway Company, and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen and other Servants, shall at the Expiration of each Half Year be repaid by the Company to the *Great Eastern* Railway Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction. Signals, &c. and Watchmen to prevent Danger at Crossing.

18. In constructing and repairing the Extension Railways under or over any Railway of any other Railway Company, the Company shall construct and repair the Extension Railways so as not to alter or necessitate any Alteration of the Line or Levels of such other Railway, and so as not to impede or obstruct the Traffic thereon. Restriction as to Interference with other Railways.

19. Every Bridge for carrying the Extension Railways over or under any Railway of any other Railway Company shall be so constructed as not to interfere with, obstruct, or impede such other Railway, or the Traffic thereon, and to the reasonable Satisfaction in all respects of the Engineer for the Time being of such other Company; and the Company shall construct the said Extension Railways, Bridges, and Works in connexion therewith so as to admit of the Line of the *Great Northern* Railway being widened by Two additional Lines of Rails. Bridges crossing other Lines how to be made.

20. The Company shall at all Times maintain all Bridges constructed by them under or over any Railway of any other Railway Company Maintenance of Bridges and Works

crossing other Companies Lines.

pany in complete and substantial Order and Condition to the reasonable Satisfaction in all respects of the Engineer for the Time being of such other Company, and if and whenever the Company fail so to do, such other Company may make and do in and upon, as well the Lands of the Company as their own Lands, such Works and Things as such other Company may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by such other Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Injury or Damage be occasioned to any such Bridge by any Act or Default of such other Company, or their Officers or Servants, or by any Train of such other Company, the Expense of making good the same shall be paid by such other Company: Provided also, that if any Difference shall arise between the Company and any such other Company, with reference to any Matter comprised in or referred to in this Section, or the next preceding Section, the Matters in difference shall be determined by Arbitration.

Not to interfere with other Companies Lands, &c.

21. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of constructing or maintaining the Extension Railways, or any Works connected therewith, acquire any Ownership of or in any Land or Property of any such other Company, or which they are authorized to acquire, but only such an Easement as shall be sufficient to enable the Company to construct and maintain and use the Extension Railways as by this Act authorized.

Company to pay all Damages sustained by other Companies.

22. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to each such other Company all Costs, Losses, Damages, and Expenses which may be occasioned to their Railway, or to any of the Works or Property thereof, or to the Traffic thereon, or to any Person or Persons using the same or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors, or others, and the Company will effectually indemnify and hold harmless such other Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Lands for extraordinary Purposes.

23. The Company may purchase, under the Authority of this Act, for extraordinary Purposes as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Six Acres.

For the Conveyance of Waste Lands

24. And whereas Part of the Lands which may be required for the Purposes of this Act are Waste or Common Lands, the Right to the Soil whereof belongs to the Queen's most Excellent Majesty in right of Her

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

belonging to the Duchy of Lancaster.

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

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

13 W. 3. & 1 Anne, c. 7.

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

Authorizing Enfranchisement of Copyhold Lands belonging to the Duchy of Lancaster.

and with such Reservations as shall be settled and agreed upon between the said Chancellor and Council and the Company; and in case the same Lands shall be subject and liable jointly with any other Lands to any such Rents, Suits, or Services, it shall be lawful for the said Chancellor and Council to agree as well with the Company as also with the Tenant or Proprietor of such other Lands for the Release or Apportionment of such Rents, Suits, and Services, either with or without any Consideration being paid for the same, and upon any such Agreement for Enfranchisement, Release, or Apportionment, it shall be lawful for the said Chancellor and Council by any Deed or Writing under the Seal of the said Duchy, in the Name of Her said Majesty, Her Heirs and Successors, to release the Lands so to be enfranchised or released, as the Case may be, from all Customary Fines, Rents, Suits, and Services, or such of them, or such Part or Parts thereof, as shall be agreed to be released to the Company and their Successors, for ever to be holden by the Company and their Successors, as of the Honour or Manor whereof they are or were Parcel, in free and common Socage, and the Purchase Money or Compensation for every such Enfranchisement, and also, if any, for every such Release, shall be paid into the Hands of the Receiver General of the Revenues of the said Duchy, and Receipts and Acquittances shall be given by him for the same, and the same either shall and may be invested in the Purchase of Bank Annuities according to the Powers and Provisions contained or referred to in an Act passed in the Forty-eighth Year of the Reign of His late Majesty King *George* the Third, intituled *An Act to improve the Land Revenue of the Crown in* England, *and also of His Majesty's Duchy of* Lancaster, *with respect to the Purchase Money to be paid for Property belonging to the Crown within the Survey and Receipt of the said Duchy,* under the therein recited Acts, or the same or any Part thereof may either, without any previous Investment or after such, and either alone or together with any other Monies which shall for the Time being have arisen, or shall hereafter arise, from the Sale of Lands and Hereditaments, Part of the Possessions of the said Duchy, be laid out according to the Provisions of an Act passed in the Fifty-seventh Year of His said Majesty King *George* the Third, intituled *An Act for ratifying Articles of Agreement entered into by the Right Honourable* Henry Hall *Viscount* Gage *and the Commissioners of His Majesty's Woods, Forests, and Land Revenues, and for the better Management and Improvement of the Land Revenues of the Crown,* or the said Monies, and also any such other Monies, whether previously invested or not, or any Part thereof respectively, may be laid out in the Purchase of Lands which in the Judgment of the said Chancellor and Council shall be deemed convenient to be held with any Possession of the said Duchy as the Chancellor and Council for the Time being of the said Duchy shall direct by any Order or Orders in that Behalf, and the said Chancellor and Council shall for the Purposes of this Act have and be entitled to all such Powers and Provisions in reference to the Monies, if any, so invested in Bank Annuities, and so to

48 G. 3. c. 73.

57 G. 3. c. 97.

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be laid out and invested as aforesaid, as under or by virtue of the said recited Act of the Fifty-seventh Year of King *George* the Third they are entitled to concerning any Sums or Funds of or belonging to the Duchy of *Lancaster*, in the same Act particularly mentioned or referred to, and the Lands and Hereditaments, if any, so purchased on behalf of the said Duchy as aforesaid shall be conveyed and assured to the Use of Her Majesty, Her Heirs and Successors, in right of Her said Duchy of *Lancaster*; and every such Release of Lands as aforesaid, if the same shall be made previously to the Purchase or Acquisition by the Company of the Estate and Interest of the Copyhold or Customary Tenant of such Lands, shall after such Purchase or Acquisition operate and take effect as if the Company had been in possession of the Lands at the Time of the Execution of such Release: Provided always, that the Enfranchisement of any such Copyhold or Customary Lands shall not in other respects affect any Custom by or under which any other Copyhold or Customary Lands not required for the Purposes of this Act shall be holden; and whenever any such Release shall be made as aforesaid the other Lands subject to such Rent, and not required for the Purposes of this Act, shall thenceforth be subject to the whole of such Rents, Suits, and Services, or to a proportionate Part thereof, as the Case may be, in the same Manner in all respects as the Entirety of the said Lands so previously subject to such Rent would have continued subject to the whole thereof if such Release had not been made; and all Powers, Remedies, and Conditions subsisting previously to such Release for Recovery of the said Rents, Suits, and Services shall, except as against the Land so released, at all Times thereafter remain, continue, and be good, valid, and effectual in the Law, to all Intents and Purposes, for the whole or the proportionate Parts of such Rents, Suits, and Services, as the Case may be, as if the Lands not so released as aforesaid had been originally alone subject to the same Rent or proportionate Part respectively.

Concerning the Sale and Working of Mines belonging to the Duchy of *Lancaster*.

27. And whereas the Queen's most Excellent Majesty in right of Her Duchy of *Lancaster* is entitled, either in possession or subject to Leases granted by the said Duchy, to the Mines, Minerals, and Quarries lying and being in or under Part of the Lands required for the Purposes of this Act, or in the Neighbourhood thereof: Be it therefore enacted, That it shall be lawful for the Chancellor and Council of Her Majesty's Duchy of *Lancaster*, either before or after the making of the Railway, or any Part thereof, to agree with the Company for the absolute Sale of the said Mines, Minerals, and Quarries, or any Part or Parts thereof, subject nevertheless and without Prejudice to the Lease or Leases, if any, for the Time being subsisting thereof, at or for such Price or Consideration in Money, and upon such Terms and Conditions, and with such Reservations, Exceptions, and Restrictions in all respects as may be agreed upon between the said Chancellor and Council and the Company, and it shall be lawful for the said Chancellor and Council also to enter into any

Arrangement

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

Powers for compulsory Purchases limited.

28. The Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Time for Completion.

29. The Extension Railways shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period all the Powers by this Act granted for making the Extension Railways, or otherwise in relation thereto, shall cease to be exercised except as to so much of the same as shall then be completed.

Security for Completion of Railway within Time limited.

30. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Twelve thousand and twenty-six Pounds Sixteen Shillings and Tenpence Stock in the Three Pounds *per Centum* Consolidated Bank Annuities, representing the Sum of Eleven thousand two hundred

hundred Pounds, which is Eight *per Centum* upon the Amount of the Estimate of the Expense of the Extension Railways by this Act authorized, has been transferred into the Name of the Accountant General of the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Stock so transferred as aforesaid in respect of the Application for this Act, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Extension Railways, either open the same for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the additional Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to One Half of that Capital; and if the said Period shall expire before the Company shall either have opened the Extension Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Stock so transferred as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name it shall then be deposited to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum of Eleven thousand two hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Eleven thousand two hundred Pounds if the Company shall not, within the Time limited for the Completion of the Extension Railways, either open the same for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the said additional Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of the Extension Railways a Sum equal in Amount to One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum of Stock so transferred as aforesaid, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons or the Majority of the

Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Stock so transferred as aforesaid and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Fact so certified.

Power to take Tolls.

31. The Company may demand and take the like Tolls for the Use of the Extension Railways, and for Carriages, Trucks, and Locomotive Power supplied by them for Use thereon as they are authorized to demand and take under and by virtue of the "*Kettering and Thrapstone* Railway Act, 1862," and as if the Extension Railways formed Part of the Railway authorized by that Act: Provided always, that the maximum Charges to be taken by the Company upon, for, and in respect of the Extension Railways shall not exceed those limited by that Act.

Railways to be Part of Undertaking.

32. In all respects not by or under the Provisions of this Act otherwise provided for, the Extension Railways shall be deemed Part of the Undertaking of the Company, and the Powers of this Act may (except in so far as they are by this Act directed to be exercised at or by a Meeting of the Company) be exercised by the Directors for the Time being of the Company.

Extending Traffic Arrangements to Extensions.

33. The Sections of the "*Kettering and Thrapstone* Railway Act, 1862," numbered from 42 to 48, inclusive of both those Numbers (being the Sections relative to Contracts between the Company and the *Midland* Railway Company, with respect to the Use and Working of the original Line, and other Matters connected therewith), shall extend and apply to the Extension Railways, and to authorize such Contracts with reference to the Extension Railways, or any of them, or any Part thereof, either apart from or together with the original Line, or any Part thereof, as fully and effectually as those Sections now apply with reference to the original Line.

Provision for Use of Part of Great Eastern Company's Lines and Stations.

34. The Company, and all Persons and Corporations from Time to Time lawfully using the Extension Railways, or either of them, or any Part thereof, may by Agreement with the *Great Eastern* Railway Company work over and use with their respective Engines and Carriages, Officers and Servants, and for the Purposes of all or any Part of their Traffic,

Traffic, as may be agreed upon, the Portions of Railways and Stations following; (to wit,)

The Railways of the *Great Eastern* Railway Company from the Termination of the Railway (No. 1) by this Act authorized up to the Station for *Huntingdon* of that Company, and also that Station;

together with all Junctions, Sidings, Platforms, Booking and other Offices, Warehouses, Watering Places, and Supplies of Water, Approaches, Turntables, Signals, Signal Posts, Telegraphs, Works, and Conveniences necessary for such Traffic in, upon, or connected with the said Portion of Railway and Station respectively; and the Company and such Persons and Corporations may by Agreement with the *Great Eastern* Railway Company have and employ at such Stations their own Booking and Invoice Clerks.

Provision for Use of Part of Great Northern Railway and Station.

35. The Company, or the *Midland* Railway Company, using the Extension Railways, or either of them, or any Part thereof, may work over and use with their respective Engines and Carriages, Officers and Servants, for the Purpose of such Traffic, as shall be agreed on between the Company and the *Midland* Railway Company, and the *Great Northern* Railway Company, the Portions of Railway and Stations following; (to wit,)

The *Great Northern* Railway from the Termination of the intended Railway (No. 2) by this Act authorized up to the Station for *Huntingdon* of the *Great Northern* Railway Company, and also that Station;

together with all Junctions, Sidings, Platforms, Booking and other Offices, Warehouses, Watering Places, and Supplies of Water, Approaches, Turntables, Signals, Signal Posts, Telegraphs, Works, and Conveniences necessary for such Traffic in, upon, or connected with the said Portion of Railway and Station respectively.

Terms of such Use.

36. The Terms, Conditions, and Regulations to be observed and fulfilled, and the Tolls, Charges, Rent, or other Consideration to be paid for and in respect of such Use, either of the Railways and Station of the *Great Eastern* Railway Company, or of the Railway and Station of the *Great Northern* Railway Company, shall be such as may from Time to Time be agreed upon: Provided always, that no Toll or Charge shall be payable for Traffic conveyed under the foregoing Powers of this Act over the said Crossing of the said *Saint Ives and Huntingdon* Branch.

Arbitration.

37. All Matters and Questions in difference between the Company and any other Company, or between their respective Engineers, by this Act directed to be settled by Arbitration, shall from Time to Time, as the same arise, be determined by Arbitration, in accordance with "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be

be appointed by the Board of Trade on the Application of either of the Parties interested.

Arrangement in First Schedule confirmed.

38. The Heads of Arrangement set forth in the First Schedule to this Act are hereby confirmed and declared to be binding on the Company and the *Midland* Railway Company respectively, and the Company and the *Midland* Railway Company may and shall enter into and execute a formal Agreement in accordance with those Heads of Arrangement.

Arrangement in Second Schedule confirmed.

39. The Memorandum of Agreement set forth in the Second Schedule to this Act is hereby confirmed and declared to be binding on the Company, the *Midland* Railway Company, and the *Great Northern* Railway Company, and a formal Agreement may and shall be entered into and executed in accordance with that Memorandum.

Application of existing Funds.

40. After the Completion of the original Line the Company may apply to the Purposes of this Act any Part of the Money by the recited Act authorized to be raised, and which is not required for the other Purposes of that Act.

Power to raise additional Capital.

41. The Company may from Time to Time under the Authority of this Act raise by the Creation and Issue of new Shares in their Undertaking, in One or more Classes and of such Amounts as shall from Time to Time be determined by the Resolution of any Ordinary or Extraordinary Meeting of the Company, any additional Sums of Money not exceeding in the whole One hundred and fifty thousand Pounds.

Qualifications of new Shareholders.

42. All Shares in the Company created under the Powers of this Act shall, in proportion to the aggregate nominal Value of such Shares held by the same Person at the same Time, confer the like Qualifications and Right of voting as original Shares of the same aggregate nominal Value in the Company would confer.

Disposition of new Shares.

43. All Shares created by the Company under the Powers of this Act may be disposed of in such Manner, to such Persons, and on such Terms and Conditions as the Company think fit.

Limit of Amount and Number of Calls.

44. The Amount of any One Call to be made upon the Proprietors of any Shares created under the Powers of this Act shall not exceed the Rate of Twenty *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

Unissued Shares may be cancelled.

45. If after having created any Shares the Company resolve not to issue the same, or any Class or Part thereof, they may cancel the Shares to

to which such Resolution applies, and in lieu thereof may create and issue other Shares not exceeding the aggregate nominal Value of the Shares so cancelled.

Power to borrow on Mortgage.

46. When the whole of the additional Share Capital of the Company by this Act authorized is subscribed for or taken, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of that additional Capital is subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence), the Company from Time to Time, with the Sanction of any General Meeting, may borrow on Mortgage of their Undertaking (in addition to the Sums which they are by the recited Act authorized to borrow) any Sums not exceeding in the aggregate Forty-nine thousand Pounds.

Priority of existing Mortgages.

47. All Mortgages granted by the Company before the passing of this Act, and which are in force at the Time of the passing of this Act, shall during their Continuance, and as regards the Undertaking or Portion of Undertaking thereby assigned, have Priority over all Mortgages granted by virtue of this Act and attaching on the same Undertaking or Portion of Undertaking.

Application of Monies raised under this Act.

48. All Monies which the Company are by this Act authorized to raise by Shares or Mortgages shall be applied only to the Purposes by this Act authorized.

Alteration of Name.

49. From the passing of this Act the Name, Style, and Title of the Company shall, instead of "The *Kettering and Thrapstone* Railway Company," be "The *Kettering, Thrapstone, and Huntingdon* Railway Company," and by the latter Name the Company shall continue incorporated, and shall have and may exercise the Powers vested in them by this Act and the recited Act and otherwise; and the recited Act and all other Acts relating to the *Kettering and Thrapstone* Railway Company already passed, or which may be passed during the present Session of Parliament, shall be read and interpreted as if throughout those Acts, wherever the Name of the *Kettering and Thrapstone* Railway Company or any Reference to the *Kettering and Thrapstone* Railway Company occurs, the Name of the *Kettering, Thrapstone, and Huntingdon* Railway Company, or a Reference to the *Kettering, Thrapstone, and Huntingdon* Railway Company, were substituted.

Contracts, &c. preserved.

50. Notwithstanding the Change of Name of the Company all Deeds, Instruments, Purchases, Sales, Securities, and Contracts before the passing

passing of this Act made, executed, or entered into, by, to, or with reference to the Company shall be as effectual to all Intents in favour of, against, and with respect to the Company as if the Name of the Company had remained unchanged.

General Saving of Rights under recited Act.

51. Notwithstanding the Change of the Name of the Company, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively by, against, or with reference to the Company, under their original Name, shall be as valid as if that Name were not changed; and the Change of Name and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Change of Name had not happened, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Name of Railways.

52. From the passing of this Act the several Railways by this Act and the recited Act respectively authorized shall together form and be denominated "The *Kettering, Thrapstone, and Huntingdon* Railway."

Saving Rights of other Companies.

53. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Powers, Rights, Privileges, or Authorities of the *Great Eastern* Railway Company, the *Great Northern* Railway Company, the *London and North-western* Railway Company, the *Midland* Railway Company, or the Company.

Saving Rights of the Crown and the Duchy of Lancaster.

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

No Interest or Dividend to be paid on Calls paid up.

55. The Company shall not, out of any Money by any Act relating to the Company, authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

56. The

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

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

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

57. Nothing in this Act shall exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, nor from any future Revision and Alteration under the Authority of Parliament, of the maximum Rates of the Fares and Charges or of the Tolls for small Parcels authorized by this Act or the recited Act.

Expenses of Act.

58. The Costs, Charges, and Expenses of and attending the passing of this Act, and incidental thereto, shall be paid by the Company.

SCHE-

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

HEADS OF ARRANGEMENT made this Day of 1863, between the KETTERING AND THRAPSTONE RAILWAY COMPANY (herein-after called the Kettering and Thrapstone Company) of the one Part, and the MIDLAND RAILWAY COMPANY (herein-after called the Midland Company) of the other Part.

First.—These Heads to be subject to the Sanction of Parliament.

Secondly.—The Kettering and Thrapstone Company at their own Expense to make and complete the Railways, Stations, Buildings, and Works authorized by "The Kettering and Thrapstone Railway Act, 1862," and by this Act (all of which are herein-after comprised under the Name of "The Kettering, Thrapstone, and Huntingdon Railway"), to the Satisfaction of the Engineers of the Kettering and Thrapstone Company and of the Midland Company respectively, or in case of any Difference of Opinion, to the Satisfaction of an Engineer to be appointed by the Board of Trade.

Thirdly.—After the Kettering, Thrapstone, and Huntingdon Railway is authorized to be opened for public Traffic, the Midland Company at all Times at their own Expense to maintain, manage, man, stock, work, and use the Kettering, Thrapstone, and Huntingdon Railway and Works, and to work and use the same so as properly to develop and accommodate not only the Through Traffic, but also the Local Traffic of the District to be served by the Kettering, Thrapstone, and Huntingdon Railway.

Fourthly.—The Midland Company to pay Taxes, Rates, Government Duty, and all other Landlord's and Tenant's Charges and Outgoings, except Chief Rents (if any), and except Tithe and Tithe Rentcharge and Land Tax.

Fifthly.—The Midland Company to receive Payment half-yearly for their Passenger Station Accommodation at Kettering such Sum by way of Rent as shall in case of Need be settled by Arbitration as herein-after mentioned.

Sixthly.—The Mileage Charge for Through Traffic to be as follows:

The Midland Company to receive their actual Mileage upon all Traffic passing to, from, and over the Kettering, Thrapstone, and Huntingdon Railway, and going beyond Kettering on the Midland Railway.

Seventhly.—The Kettering and Thrapstone Company to account to the Midland Company for all Receipts of the Company from all Traffic Sources; Tolls

Tolls from third Parties to be as between the Kettering and Thrapstone Company and the Midland Company estimated at the Parliamentary Maximum.

Eighthly.—From the Total of the gross Receipts for all Traffic conveyed by the Midland Company on or over the Kettering, Thrapstone, and Huntingdon Railway, and the Receipts to be accounted for under the Seventh Head, the following Deductions to be made:

The Payments for Passenger Accommodation under the Fifth Head;

The due Proportion of the Mileage Charges under the Sixth Head;

Paid-ons and Clearing House Terminals, except at any Station on the Kettering, Thrapstone, and Huntingdon Railway;

And the Residue shall be the Receipts divisible between the Midland Company and the Kettering and Thrapstone Company.

Ninthly.—Forty per Cent. of the divisible Receipts for the first Seven Years of the Term, and thereafter Fifty per Cent. of such Receipts to be paid to the Midland Company for their Expenses of the Maintenance, Management, and Working of the Kettering, Thrapstone, and Huntingdon Railway, and the other Sixty and Fifty per Cent., as the Case may be, to be paid to the Kettering and Thrapstone Company.

Tenthly.—The Division of the gross Receipts to be made half-yearly, and Accounts to be rendered half-yearly.

Eleventhly.—The Midland Company to keep all proper Accounts and Vouchers, and to afford proper Inspections thereof to the Kettering and Thrapstone Company.

Twelfthly.—The Interest on Bonds or Debentures of the Kettering and Thrapstone Company to be a First Charge on the gross Receipts, and to be paid thereout by the Midland Company, the same to be repaid to them by the Kettering and Thrapstone Company out of their Proportion of the divisible Receipts from Time to Time; and in case of any Deficiency in such Proportion in any Half Year, the Amount of such Deficiency shall be a Charge on any Monies payable to the Kettering and Thrapstone Company by the Midland Company in any subsequent Half Year.

Thirteenthly.—All Differences between the Companies, and all Questions as to the carrying into effect of the Provisions of the Arrangement to be determined by Arbitration, under "The Railway Companies Arbitration Act, 1859," by a single Arbitrator, to be, if not agreed on, appointed by the Board of Trade with ample Powers.

Fourteenthly.—A formal Agreement for carrying these Heads into effect to be prepared on behalf of both Companies by John Bullar Esquire, with such Details and incidental Provisions as he thinks proper, and with such Modifications as the Companies mutually agree on, and to be executed under Seal, and binding on them all.

SECOND SCHEDULE.

April 21st, 1863.

MEMORANDUM OF AN ARRANGEMENT made between Mr. ALLPORT on behalf of the MIDLAND COMPANY, and also on behalf of the KETTERING AND THRAPSTONE RAILWAY COMPANY, and Mr. SEYMOUR CLARKE, on behalf of the GREAT NORTHERN COMPANY, subject to the Approval of the Midland and Great Northern Companies Boards.

The Kettering and Thrapstone Company to form the Junction with the Great Northern Railway South of the Huntingdon Station on the Great Northern Railway, the Junction to be subject to the Approval of the Great Northern Company, with Arbitration in case of Difference.

The Midland Company will run such of their Trains working on the Kettering and Thrapstone Railway (or arrange for the Interchange of Traffic in such a Way as may be agreed, or, failing Agreement, as may be settled by Arbitration) into and out of the Huntington Station, for the Purposes of Exchange of Traffic with the Great Northern Company, no Charge being made by the Great Northern Company for the Use of their Railway between the Junction and the Huntingdon Station for the above Purposes; and if the Midland Company run Trains into the Huntingdon Station they may use the Station and Offices and appoint their own Clerks, for which no Rent or other Charge shall be made by the Great Northern Company. But the Midland Company shall not carry Huntingdon and London or Huntingdon and Hitchin Traffic from such Great Northern Station.

Through Rates for Goods and Passengers to be established between Thrapstone and Stations between Thrapstone and Huntingdon, and all non-competing Parts of the Great Northern System, and to all competing Places to which the Great Northern is the shortest and most convenient Route, to be settled by Arbitration in case of Difference, such Rates to be divided on Mileage between the Companies after deducting the usual Clearing House Terminals and Government Duty.

The Midland Company to allow the Great Northern Company to have a Carting Agent at Thrapstone and such other Stations as they may elect between Thrapstone and Huntingdon, and the Great Northern Company to allow the Midland Company to have a Carting Agent at Huntingdon, and either Company to be allowed by the other out of the terminal Charges received by them a Sum not to exceed the actual Cost of carting Goods by the Company owning the Station, when that Service is performed by the other Company.

Arbitration Clause for the Settlement of all Questions of Difference that may arise between the Great Northern, Kettering and Thrapstone, and Midland Companies, in carrying out this Arrangement and the future working of the Traffic.

An

Kettering, Thrapstone, and Huntingdon Railway Act, 1863.

An Agreement to be settled by the Solicitors of the Great Northern and Midland Companies to carry out this Arrangement, including the Approval of the Kettering and Thrapstone Company where necessary.

Any Difference arising between the Solicitors to be determined by Mr. Lloyd of the Temple.

SEYMOUR CLARKE.
JAMES ALLPORT.

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