CHAPTER cii.

An Act for enabling the London and North-western Railway Company to construct new Railways from Bletchley to Northampton and Rugby; and for other purposes. A.D. 1875.

[29th June 1875.]

WHEREAS it is expedient that the London and North-western Railway Company (in this Act called "the Company") should be empowered to construct the new railways in this Act mentioned, and to raise additional capital for the purpose: New railways.

And whereas plans and sections showing the lines and levels of the railways by this Act authorised, and also books of reference containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerks of the peace for the several counties of Buckingham, Northampton, and Warwick, which plans, sections, and books of reference are in this Act respectively referred to as the deposited plans, sections, and books of reference: Deposit of plans, &c.

And whereas the purposes of this Act 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 Act may be cited for all purposes as the "London and North-western Railway (Bletchley, Northampton, and Rugby) Act, 1875." Short title.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act: Provisions of certain general Acts incorporated

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The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;

The Railways Clauses Consolidation Act, 1845, and Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863;

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (that is to say,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions, and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock;

The general meetings of the Company;

The making of dividends;

The giving of notices;

The provision to be made for affording access to the special Act by all parties interested; and

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective meanings, unless there be something in the subject or context repugnant to such construction:

The expression "the railway" or "the railways" means the new railways by this Act authorised:

The expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to make railways according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the railways herein-after described, with all proper stations, sidings, approaches, works, and conveniences

connected therewith respectively, and may enter upon, take, use, and appropriate such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for that purpose.

The railways herein-before referred to and authorised by this Act are—

The Bletchley, Northampton, and Rugby Railway; (that is to say,)

Railway No. 1 (19 miles 4 furlongs 5 chains 50 links in length), commencing in the township of Fenny-Stratford in the parish of Bletchley in the county of Buckingham by a junction with the Company's main line of railway, and terminating in the parish of Dallington in the county of Northampton by a junction with the Company's Northampton and Market Harborough Railway:

Railway No. 2 (17 miles 1 furlong 1 chain 65 links in length), commencing in the parish of Kingsthorpe in the county of Northampton by a junction with the Company's Northampton and Market Harborough Railway, and terminating in the parish of Rugby in the county of Warwick by a junction with the Company's main line of railway:

Railway No. 3 (1 furlong 8 chains 80 links in length), to be situate wholly in the parish of Hardingstone in the county of Northampton, commencing by a junction with the Company's Northampton and Peterborough Railway, and terminating by a junction with the Company's Northampton and Market Harborough Railway.

New railways to be part of Company's undertaking; tolls.

5. For purposes of tolls and charges, and for all other purposes whatsoever, the railways shall be part of the Company's undertaking:

Provided always, that the Company shall not demand any higher tolls, rates, or charges than the tolls, rates, and charges authorised by the Act (local and personal) ninth and tenth Victoria, chapter 204, entitled "An Act to consolidate the London and Birmingham "Grand Junction, and Manchester and Birmingham Railway "Companies."

Inclinations of certain roads.

6. In altering for the purposes of this Act the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
	Railway No. 1.		
6	St. Peter, Northampton.	Turnpike - -	1 in 28 on one side.
	Railway No. 2.		
1	Kilsby - -	Public - -	1 in 18.
26	Kilsby - -	Turnpike - -	1 in 20 on one side, and 1 in 30 on the other.

Heights and spans of certain bridges.

7. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion with those roads respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
	Railway No. 1.			
5	Bletchley - -	Public -	14 feet - -	18 feet.
7	Lympson - -	Public -	13 feet - -	13 feet.
3	Bradwell Abbey (extra-parochial)	Public -	14 feet - -	15 feet.
46	Wolverton - -	Public -	- - -	20 feet.
8	Hartwell - -	Public -	- - -	21 feet.
9	Ashton - -	Public -	14 feet 6 inches	18 feet.
15	Ashton - -	Public -	14 feet 6 inches	15 feet.

For protection of the Newport Pagnell Railway Company.

8. And whereas the construction of Railway No. 1 will involve the removal of the existing junction of the Newport Pagnell Railway with the London and North-western Railway, which junction was authorised by the Newport Pagnell Railway Act, 1863: Therefore, for the protection of the Newport Pagnell Railway Company, the following provisions shall have effect; that is to say,

The Company shall not alter, remove, or interfere with the said junction, nor shall they (except so far as shall be necessary for completing the after-mentioned junction) enter upon, take, or use, or in any way interfere with any portion of the lands or undertaking of the Newport Pagnell Railway Company unless and until the Company shall at their own cost in all things have constructed and completed by means of a siding a junction

between the said Railway No. 1 and the Newport Pagnell Railway, of the like description, and as convenient (including all proper points, signals, and conveniences), and as nearly as may be at the same point on the Newport Pagnell Railway as the present junction; and such junction when completed as aforesaid shall for all purposes be in substitution for the said existing junction:

Except as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, alter, or prejudicially affect any of the rights, powers, authorities, or privileges of the Newport Pagnell Railway Company.

For protection of Earl Cowper.

9. The following provisions for the protection of Francis Thomas De Grey Earl Cowper, K.G., and his heirs and assigns (all of whom are herein-after included in the expression "Earl Cowper"), shall apply and be in force with respect to Railway No. 1 herein-before described:

1. The Company shall at the time of the construction of Railway No. 1 make and for ever thereafter maintain, at a point eighteen miles six furlongs nine chains or thereabouts along the course of the said Railway No. 1, measured from its point of commencement, an arch not less than fifteen feet high and fourteen feet wide, and to obtain that height the level of the ground shall not be lowered. The roadway underneath the said arch, to the full extent of the Company's land on each side thereof, shall be well metalled by the Company, but thereafter shall be maintained by Earl Cowper, and the Company shall, if required by Earl Cowper, put a gate across the said arch:

2. The Company shall at the time of the construction of Railway No. 1 make and for ever thereafter maintain, at a point to be approved by the surveyor for the time being of Earl Cowper, and (subject as herein-after mentioned) to be situate not less than nineteen miles six and a half chains nor more than nineteen miles one furlong along the course of the said Railway No. 1, measured from its point of commencement, a girder bridge twelve feet high, or of such less height as the said Earl Cowper shall desire, and fourteen feet wide, and to obtain that height the level of the ground shall not be lowered. The roadway underneath the said arch, to the full extent of the Company's land on each side thereof, shall be well metalled by the Company, but thereafter shall be maintained by Earl Cowper, and the Company shall, if required by Earl Cowper, put a gate across the road under the said

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bridge: Provided always, that the Company shall not be called upon to construct the last-mentioned arch at any point where its construction would necessitate the level of the rails, as shown upon the deposited plans, being raised in order to give the said height of twelve feet, or such less height as aforesaid.

For protection of Nene Valley Drainage, &c. Commissioners.

10. In constructing the Bletchley, Northampton, and Rugby Railway, and the works connected therewith, the following provisions for the protection of the Nene Valley Drainage and Navigation Improvement Commissioners (First District) (herein-after referred to as "the commissioners") shall be binding upon the Company, and full effect shall be given thereto:

Saving rights.

1. Nothing in this Act contained shall diminish, alter, or take away any of the rights, privileges, powers, and authorities vested in the commissioners, but the same rights, privileges, powers, and authorities shall remain as fully to all intents and purposes as if this Act had not passed, save and except such rights, privileges, powers, and authorities as are by this Act expressly varied or altered.

Company to construct viaduct for passage of water.

2. In constructing their Railway No. 1 over and on each side of the river in the parishes of Duston and Hardingstone in the county of Northampton, the Company shall and they are hereby required to carry the railway upon a viaduct, so as to leave a clear opening for the free passage of the waters of the river, of not less than twenty-four feet in width, and for the passage of the flood waters of not less in the whole than an additional width of one hundred and ninety-five feet, measured at right angles to the course or direction of the stream of the river, and exclusive of the piles or piers supporting such railway, and all such piles and piers shall stand in the line or course of the stream of the river; and the Company shall also construct an opening in their said railway of not less than fourteen feet in the clear between the fields numbered 2 and 3 in the parish of Duston as shown on the deposited plans.

Regulating height of bridges and width of waterway.

3. In constructing their Railway No. 1 over and on each side of the river and millstream or watercourse in the parishes of Duston St. Peter and All Saints Northampton, in the places shown on the deposited plans, the Company shall and they are hereby required to carry that railway upon a viaduct, so as to leave a clear opening for the passage of the waters of the river and of the flood waters, of not less in the whole

than three hundred and fifty-five feet, measured at right angles to the course or direction of the stream of the river; and the Company in constructing the bridge over the river at the place aforesaid shall construct a girder bridge, giving a clear opening of not less than twenty-five feet (twenty feet over the waterway and five feet over the towing-path along the same), and the height from the surface of the ordinary head of water to the underside of the girders of such bridge shall be not less than ten feet; and the Company shall, in constructing the bridge over the millstream or watercourse, construct a girder bridge, giving a clear passage for the water of the millstream or watercourse of not less than thirty feet; and the Company shall metal and gravel a towing-path of the width of five feet along the south bank of the navigable stream under their said bridge and to the extent of the Company's property on each side of the said bridge; and proper guiding piles and other works shall be placed in such manner as the commissioners may require. The Company in widening the present viaduct north of the Castle station, Northampton, shall make it equally efficient for all purposes of navigation and drainage as the one now existing there. And the Company shall for ever thereafter maintain and keep in repair and free from all obstructions all the said bridges, viaducts, arches, towing-path, banks, guiding piles, and other works connected with the said railway to be so constructed, made, and provided by the Company.

Mode of constructing works of the railway affecting drainage to be determined by engineers.

4. And in order that the works of the railway may not injure or retard the drainage and navigation of that part of the river and district under the jurisdiction of the Nene Valley Drainage and Navigation Improvement Commissioners (First District) which is traversed by such railway, be it enacted, that, in addition to the works to be constructed under the special provisions herein contained, the Company shall and they are hereby required, in constructing the railway and works within the first district, to construct such other works in the formation of the said railway, or connected therewith, for the purpose of preventing impediments to the flow of water into, through, or along the River Nene, or any of its tributary rivers or streams, or any drains or watercourses communicating therewith, or any authorised alteration or diversion thereof, or the flood water flowing through or over the lands within such jurisdiction, or to the intended navigation thereof, and such drains, side cuts, and side channels, and also such viaducts, bridges, culverts, and other

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openings near or by the side of and under the said railway as shall be determined to be necessary and proper for the purposes aforesaid by the engineer for the time being of the said commissioners and by the engineer for the time being of the Company, and in case of their disagreeing about the matters aforesaid, or any of them, by an engineer to be appointed by the President of the Institution of Civil Engineers for the time being; and the cost of the said engineers and of the reference shall be in the discretion of the said referees and umpire.

General directions for crossing rivers.

5. Except as aforesaid all rivers, drains, and watercourses within the jurisdiction of the commissioners, and all other rivers, drains, and watercourses under the control or affecting the interests of the commissioners, shall be crossed by bridges of a single span, each of full and ample dimensions.

Company to make good all injury occasioned by the works of the railway.

6. If at any time after the railway shall have been completed any injury or damage shall be occasioned or arise to the several rivers within the jurisdiction of the commissioners or without their jurisdiction through or along which the waters thereof pass to the outfall at sea, or to the navigation thereof, or to the banks or towing-paths thereof, from the formation of any bridge, embankments, ditches, culverts, or other works of that railway which may not have been foreseen or provided for by this Act, the Company shall make good and repair such injury or damage immediately after the discovery thereof, and also make full compensation to any party or public body aggrieved by such injury or damage, and shall also execute such works for the prevention of any future injury as shall be deemed necessary, so far as relates to any works belonging to or the property of the commissioners, by the engineer of the commissioners and by the engineer of the Company, or by an umpire to be appointed by them, and so far as relates to any works belonging to or the property of any other body or party by two referees to be appointed for that purpose, one to be appointed by the Company and the other by the respective body or party interested, or by an umpire to be appointed by such two referees, such works to be executed within such time and in such manner as shall be fixed and specified by such engineers, referees, or umpire respectively; and such damage and compensation shall be payable to and recoverable by the parties respectively aggrieved by all or any of the ways or means by which any damage or compensation is made recoverable by the Acts incorporated in the Nene Valley Drainage and Navigation Improvement Act, 1852, and the costs of the said referees and umpire and reference

shall in either case be in the discretion of the arbitrators or umpire.

Company to repair works.

7. The Company shall from time to time and at all times hereafter well and sufficiently and substantially repair, uphold, maintain, and support all works constructed by the Company within or without the jurisdiction aforesaid in anywise affecting the drainage or navigation or efficiency of the works of the commissioners.

Works to be executed under the superintendence of an engineer.

8. The details and mode of constructing the several bridges, viaducts, and other works herein or by the said referees directed to be executed for protecting the Nene Valley Drainage and Navigation, together with all necessary and contingent works, whether temporary or permanent, and as well those which are as those which are not specifically mentioned, but which are necessarily consequent upon or fairly implied by the several stipulations and conditions herein provided for, shall be sent to an engineer to be appointed by the commissioners, if they shall think fit, together with drawings and specifications, previously to the commencement of the works, which shall be commenced, carried on, and completed to the reasonable satisfaction of such engineer, and so that no obstruction or interruption shall be caused to the boats or barges passing along the said River Nene, or to the horses hauling the same, nor to drainage by such river, and the reasonable costs of such engineer shall be borne by the Company; and in case any dispute shall arise between the engineers of the Company and the commissioners as to the said drawings and specifications, or as to the carrying on and completion of the works, the same shall be settled by arbitration in manner provided by the Railways Clauses Consolidation Act, 1845.

Lands taken by the Company to remain liable to the drainage taxes.

9. Any land which may be required to be taken or used by the Company, and which at the time of the passing of this Act shall under or by virtue of any Act of Parliament be subject to any drainage taxes or drainage charges now or hereafter to be imposed on the said land under or by virtue of such Act, or any Act that may hereafter be passed for amending such Act, shall remain subject to the same taxes and charges, in the same manner as, but not to any greater extent than, if this Act had not passed, or if such lands had not been taken or used by the Company; and such taxes and charges, and any penalties that may be incurred for nonpayment thereof, shall be recoverable, not only by distress and sale of any goods and chattels belonging to the Company, but also by

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and under the powers and provisions of any Act of Parliament under which the same land has been or shall be assessed, rated, taxed, or charged.

Company to provide means to remove ice, &c. during floods.

10. The Company shall at all times when the occasion may arise take all necessary measures for removing, and shall remove and cause to pass down with the stream, so as not to obstruct the flow of water, any ice, hay, or other floating substances that may be found at or against any of the works of the Company in any of the said navigable or other rivers or watercourses within or without the jurisdiction aforesaid, so as to effectually prevent any ice, hay, or other floating substances accumulating or remaining at or against any of the said railway works, viaducts, or bridges; and if the Company shall not break and effectually remove the ice, or if from any cause whatever any ice, hay, or other floating substances shall so accumulate against any of the said works of the Company, the agents or workmen of the commissioners, or of any other public body interested in the said navigable or other rivers, and having control over the same, may proceed to take measures for removing such ice, hay, and other floating substances, and may recover the amount of any costs or charges so incurred by neglect of the Company in such and the like manner as is directed for the summary recovery of penalties and costs in the said incorporated Acts.

Saving rights of commissioners in the execution of their works.

11. Except as hereby expressly authorised, nothing herein contained shall extend to prejudice, alter, lessen, control, or take away any of the rights, powers, or authorities now vested in or enjoyed by the commissioners for deepening, widening, varying, altering, or diverting any existing rivers, drains, or watercourses used for the drainage of any lands liable to be taxed under the Nene Valley Drainage and Navigation Improvement Act, 1852, the Nene Valley Drainage and Navigation Improvement (Amendment) Act, 1854, and the Nene Valley Act, 1862, or either of them, or to prejudice, lessen, prevent, or restrain the making of new cuts, rivers, drains, or watercourses by such Acts, or either of them, authorised to be made for improving the drainage or navigation thereof; but all such rights, powers, and authorities of the commissioners, and all other rights, powers, and authorities of such commissioners, shall remain in as full force to all intents and purposes as if this Act had not been passed: Provided always, that in so widening, deepening, varying, altering, or diverting the existing rivers, drains, and watercourses, or making any such

new cuts, rivers, drains, or watercourses as aforesaid, nothing shall be done to impede or interfere with the use of the railway or the traffic thereupon.

Company to raise works and prevent injury.

12. If any person or body at any time after the Company, or any person employed or authorised by them, shall have begun to carry this Act into execution shall sustain any damage or injury in his or their lands, tenements, or hereditaments by or in consequence of any lowering of the banks of any of the said rivers, drains, or watercourses within the jurisdiction of the commissioners by reason of any works done by the Company, or from any soakage through the new banks that may be required or substituted by them, then and in such case, upon due notice of such damage or injury being given as herein-after provided, the Company shall and they are hereby required to raise the banks and to effectually stop any soakage and prevent such injury.

Penalty on Company for non-repair of banks, &c.

13. If the Company shall neglect or refuse to raise the banks, or to stop the soakage, or prevent such injury as last aforesaid for the space of fourteen days after notice requiring them to do so, they shall be subject to a penalty not being less than five pounds for every hour during which the same or any similar or like obstruction, or such damage or injury thereby occasioned, shall at any time occur, remain, or happen after the expiration of the fourteen days, which penalty may be recovered against the Company by the commissioners in such and the like manner as is directed for the summary recovery of penalties and costs in the said incorporated Acts.

For protection of Grand Junction Canal Company.

11. Whereas Railway No. 1 is intended to be carried across the Grand Junction Canal at a point in the parish of Wolverton, and across the Northampton arm of the Grand Junction Canal at a point in the parish of Hardingstone, and Railway No. 3 is intended to be carried across the said Northampton arm at a point in the said parish of Hardingstone, and it is necessary with reference to such last-mentioned crossing that a portion of the said Northampton arm should be diverted, and that the Company should be authorised to make two occupation drawbridges across such diversion in lieu of the two existing drawbridges across the portion of the Northampton arm to be diverted as aforesaid; and it is expedient that the following provisions should be made with reference to the matters aforesaid; that is to say,

Saving rights of Canal Company.

(1.) Except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the

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rights, privileges, or powers vested in the company of proprietors of the Grand Junction Canal (herein-after called "the canal company"), and the Company shall not, except with the consent of the canal company under their common seal, or except as herein-after specially provided with reference to the intended diversion of the said Northampton arm, alter the line or level of the Grand Junction Canal, or of the Northampton arm of the said canal (which canal and Northampton arm, and the proposed diversion of such arm, are included in the expression "the canal" herein-after used), or of the towing-paths thereof, or obstruct or impede the navigation of the canal, or divert, intercept, cut off, take, use, or diminish any of the waters of or in the canal, or which may be taken for the use of or which supply the canal, or injure or interfere with any of the works of the canal, or take or use any of the land numbered 17 in the parish of Hardingstone on the deposited plans in reference to Railway No. 1, nor any of the lands numbered 10, 11, 12, 13, 14, 15, 16, 17, and 18 in the said parish on the deposited plans in reference to Railway No. 3, nor, except for the purposes, to the extent, and subject to the provisions herein-after prescribed, any part of the canal, or of the towing-paths, locks, feeders, lay-byes, wharfs, warehouses, banks, bridges, or other works connected with the canal, or any other land belonging to the canal company, except the land numbered 9 in the parish of Hardingstone on the deposited plans in reference to Railway No. 3; and the Company shall not without such consent as aforesaid make at any point of crossing any deviation from the centre line of the railway as delineated on the deposited plans, nor any deviation from the level of the railway as delineated on the deposited sections which would lower such level; and nothing herein contained shall compel the canal company to convey the fee simple of the land belonging to them to the Company, except as herein specially provided, but the same shall remain vested in the canal company, subject nevertheless to the right of the Company and their successors for ever to construct and maintain the railways, and to have, use, and possess such way and passage for the railways as are hereby provided, together with all rights and easements necessary for the due use and enjoyment of the same.

Construction of bridges for carrying railways over canal.

(2.) For the purpose of carrying the railways over the canal, the Company shall make and maintain at each crossing of the canal a bridge of brick, stone, or iron, or any of those materials combined, over the canal and the towing-path or towing-paths thereof, and no part of the soffit or underside of the said bridges respectively shall be less than ten feet clear as respects each of the bridges upon Railway No. 1, and eight feet six inches clear as respects the bridge upon Railway No. 3, above the weir level of the canal at the point where the railway is carried over the canal; and each such bridge shall (subject to the provision hereinafter contained) be constructed so as to be carried over the whole of the canal and the towing-path or towing-paths thereof, and other property adjoining thereto in which the canal company are interested, by a single span, so as to leave a clear, uniform, and uninterrupted opening over the same; and the present line of the waterway and towing-path or towing-paths shall not be altered or obstructed: Provided always, that the Company shall not be required to make any of the said bridges of a greater span than fifty feet, and that between the existing bridge carrying the Company's main line of railway over the canal and the existing bridge carrying the branch railway into their engine shops over the canal the Company shall not be required to make the bridge of a greater span than thirty feet, such span in each case to be measured at right angles to the face of the abutments of such bridge, but (subject to that limitation) such abutments shall be placed in such positions as shall be determined by the engineer of the canal company.

Those bridges to be maintained by the Company.

(3.) The said bridges and all the works connected therewith shall be constructed and for ever thereafter maintained in good substantial repair by the Company.

Company may make two occupation drawbridges across diversion of canal, which shall be maintained by canal company.

(4.) The Company may make two occupation drawbridges of wood, with retaining walls of stone or brick, across the diversion of the said Northampton arm, in lieu of and as nearly as may be corresponding in position to the existing drawbridges across the portion of that arm for which such diversion is substituted; such new drawbridges shall not without the consent of the canal company be of greater width than the existing drawbridges respectively in lieu of which they are made, and each of them shall be carried over the canal without altering or obstructing

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the same, or the towing-path or towing-paths thereof, and so that the roadway of the bridge shall be two feet and not more above the weir level of the canal at the point of crossing. The said drawbridges shall be of the most approved and substantial construction and materials, and after completion in manner herein-after provided shall in all time be maintained by the canal company.

Canal not to be obstructed during execution of works.

(5.) All the before-mentioned works shall be carried on and completed in such manner as that no obstruction shall be caused to the steam vessels or boats or barges navigating the canal, or the horses towing such boats or barges, and, except with the consent of the canal company, the Company shall not during the progress of constructing any of the bridges and the works connected therewith, or of any necessary repairs thereof, at any time diminish the width of the navigable waterway in the canal to less than twenty feet, nor the width of any towing-path to less than eight feet, nor leave a clear headway above the level of the surface of such waterway and towing-path of less than eight feet.

Northampton arm of canal not to be interfered with until diversion thereof completed.

(6.) It shall not be lawful for the Company (except with the consent of the canal company) to enter upon or interfere with the said Northampton arm of the Grand Junction Canal for the purpose of making the proposed diversion of that arm until they shall have made and completed such diversion as herein-after provided.

Mode of construction of diversion.

(7.) Such diversion shall be constructed on the same level as the portion of the existing canal for which it is to be substituted, and (unless otherwise agreed to by the canal company) in the line shown upon a plan signed by Henry Cecil Raikes, Esquire, Chairman of the Committee of the House of Commons, to whom the Bill for this Act was referred and deposited in the Private Bill Office of the House of Commons, and thereon coloured red, and shall be well and sufficiently puddled throughout with clay, so as to make the bed and sides thereof thoroughly watertight, and shall have a waterway of not less than forty feet in width at the top water level, and not less than five feet six inches of depth of water for a width of not less than thirty feet, and shall have a towing-path on each side of the waterway of not less than nine feet in width, except under the bridge for carrying Railway No. 3 over the said diversion, where there shall be one towing-path only of not

less than nine feet in width upon such side of the diversion as shall be required by the canal company, and the surface of each such towing-path shall be not less than six inches and not more than one foot above the said top water level.

Part of towing-path to be constructed with side wall.

(8.) The towing-path on the south side of such diversion shall for a distance of two hundred and fifty yards, measured in a westerly direction from the western end of Lock No. 17, be constructed with a substantial side wall of brick or ashlar stone of not less than three feet in thickness, which wall shall be carried down from the level of the surface of the towing-path to a depth of not less than two feet below the level of the bottom of the waterway.

Diversion to be tested, and when completed to become part of Northampton arm.

(9.) The proposed diversion shall before being connected at either end with the existing canal be tested by being filled with water, and if it shall after being filled with water remain free from leakage for one month such diversion may be connected with the existing canal, at the sight and to the satisfaction of the said engineer to the canal company, and upon the connexion being completed such diversion shall become the property of and be vested in the canal company, and shall form part of the Northampton arm of the Grand Junction Canal, and all the provisions of any Act or Acts of Parliament now applicable to the said Northampton arm shall be held to apply to such diversion as if the same had originally formed part of the said Northampton arm.

Certain lands to belong to the two companies respectively.

(10.) At the expiration of two months after the said diversion shall have been completed and opened for traffic, the Company may enter upon, take, use, and appropriate that portion of the site of the said Northampton arm for which the said proposed diversion shall then have been substituted lying between the point of connexion at the western end of the said diversion and the western side of the Wharf Road, numbered 10, in the parish of Hardingstone, on the deposited plans in reference to Railway No. 3, but the remaining portion of the said site shall continue the property of the canal company, and may be by them appropriated to such purposes as they think fit. The Company shall be bound to construct and give to the canal company a road of not less than thirty feet in width in continuation of the said Wharf Road across the site of the existing canal

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to the towing-path on the south side of the said diversion, and shall also if required by the canal company acquire and convey to the canal company, free of cost, and in lieu of the canal company's interest in the land numbered 9, in the parish of Hardingstone, on the deposited plans in reference to Railway No. 3, a portion of the properties numbered 6 and 7 in the said parish on the said deposited plans of equal extent with the said land numbered 9, and extending along and adjoining to the southern side of the said diversion for a distance of two hundred and fifty yards westward from Lock No. 17, and of equal depth throughout.

As to closing Northampton arm for connecting the diversion therewith.

(11.) For the purpose of enabling the Company to effect and complete the connexion between the proposed diversion and the existing canal, the canal company may and shall, for the period of one week only in such year as the Company shall by notice in writing given to the canal company on or before the thirty-first day of March in such year require them so to do, close the navigation of the said Northampton arm so far as may be necessary: Provided that (except with the consent of the canal company) such closing shall take place at such time between the thirtieth day of April and the first day of August as the canal company think most expedient; and the Company shall pay to the canal company full compensation for all damage (if any) sustained by the canal company, directly or indirectly, by reason of such closing, and of the diversion of the existing canal, and the amount of such compensation shall be ascertained and determined in case of difference by arbitration under the provisions of the Lands Clauses Consolidation Act, 1845, in that behalf: Provided also, that if the Company desire the said Northampton arm to be closed for a further period for the purpose of making such diversion, it shall be lawful for the canal company to close the navigation of the said Northampton arm for such further period, upon such terms and conditions as may be agreed on between them and the Company.

Bridges across diversion to be completed before it is connected with existing canal.

(12.) The bridge for carrying Railway No. 3 across the said diversion of the Northampton arm and the said drawbridges across that diversion shall (unless otherwise agreed with the canal company) be completed before the said diversion is connected with the existing canal.

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Works to be constructed according to plans approved.

(13.) The proposed diversion of the canal and all the bridges over the canal (including the drawbridges) and all the works connected therewith respectively, and all future repairs of the bridges (except the said drawbridges) and of the works connected therewith that may be required from time to time, shall be constructed and performed according to plans and specifications to be submitted to, and to be subject to the reasonable approval of, the engineer for the time being of the canal company previously to the commencement of the works, and such works shall be commenced, carried on, and completed under the superintendence and to the reasonable satisfaction of such engineer; and in case during the progress of any of the works any damage shall be occasioned to the canal or the towing-paths or works thereof respectively, the Company shall, under such superintendence and to such reasonable satisfaction as aforesaid, restore the same to the same state and condition as before the happening of any such damage; and if any of the said works or any part thereof shall be imperfectly constructed, or if at any time or times thereafter the bridges (except the drawbridges) or any part thereof shall be out of repair, or if in constructing or in consequence of any of the works aforesaid, or any want of repair thereof, any loss of water or any obstruction to the navigation of the canal shall occur, and notice thereof in writing shall be given by any officer or agent of the canal company to the Company or their secretary, and the Company shall not for the space of fourteen days after such notice shall have been given, or forthwith if the nature of the case shall require it, well, sufficiently, and effectually amend such construction, or repair such works, or prevent such loss of water, or remove such obstruction (as the case may be), under such superintendence and to such reasonable satisfaction as aforesaid, and complete the same with all reasonable expedition, it shall be lawful for the canal company from time to time to make good such construction, to perform such repairs, to prevent such loss of water, or to remove such obstruction, as the case may require; and the Company shall from time to time pay to the canal company, within fourteen days after demand, all the costs and expenses which may be incurred by them from time to time in and about the superintendence and construction of all the herein-before mentioned works and repairs.

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Period for completion of bridges.

(14.) Each of the several bridges over the canal and all the works connected therewith shall be completed within the period of eighteen months from the day on which the same shall be commenced, and if such bridge and works connected therewith shall not be completed within that period the Company shall forfeit and pay to the canal company as and for liquidated damages the sum of ten pounds for every day after the expiration of that period until such bridge and the works connected therewith shall be completed.

Penalty for causing loss of water or obstruction to the navigation of the canal.

(15.) If in the execution of any of the works by this Act authorised, or by reason or in consequence of any act, neglect, or omission of the Company or of their agents, contractors, servants, or workmen, or if in consequence of any of the works when made the water of the canal shall leak, escape, or run to waste from the canal, the Company shall pay to the canal company the sum of twenty shillings as liquidated damages for every reasonably estimated one thousand cubic feet of water which shall have leaked, escaped, or run to waste, and in the same proportion for any greater or less quantity; and if by reason or in consequence of any of the circumstances or causes aforesaid the navigation of the canal, or the passage along either towing-path thereof, shall (except during the period herein-before provided for the connexion of the proposed diversion with the existing canal) be so obstructed or interrupted as that steam vessels, boats, or barges navigating the canal, or the horses towing such boats or barges, shall be impeded in their passage, or shall not be able to pass uninterruptedly along the canal or towing-paths, or either of them, then and in any and every such case the Company shall pay to the canal company the sum of ten pounds as liquidated damages for every hour during which any and every such obstruction or interruption shall continue after notice thereof shall have been given by any officer or agent of the canal company to the Company or their secretary; but if any such obstruction or interruption shall continue for the space of more than seventy-two consecutive hours after such notice, or shall be caused by any wilful act, neglect, or omission on the part of the Company or of any of their agents, contractors, servants, or workmen, then and in every such case the Company shall pay to the

canal company the sum of twenty pounds as liquidated damages for every hour during which such obstruction or interruption shall continue.

Canal company and others not precluded from recovering further damages.

(16.) Nothing herein contained shall extend to prevent the canal company from recovering beyond the amount of such liquidated damages aforesaid, or to prevent any owner of steam vessels, boats, or barges, or any other person whomsoever using or navigating the canal, from recovering from the Company any special damage that may be sustained by them or any of them, or that they or any of them may be liable to pay or shall pay for or in consequence of the acts, neglects, or defaults of the Company, their contractors, agents, servants, or workmen, in the exercise of or with reference to any of the powers or provisions of this Act, or in consequence of the flowing or escape of the water out of the canal if the same shall be caused or happen by reason of the making or maintaining of the railway, or of the said diversion, or of the bridges, or of the works connected therewith; and the canal company and any such owner or other person are hereby authorised to sue for and recover such liquidated and special damages in any court of competent jurisdiction.

For protection of Grand Union Canal Company.

12. For the protection of the Grand Union Canal the following provisions shall have effect; (that is to say,)

(1.) The Company shall not in the construction of Railway No. 2 in any manner obstruct or interfere with the free, uninterrupted, and safe user of the Grand Union Canal as now enjoyed by the Grand Union Canal Company, or the passage of boats, barges, and other vessels navigating such canal, or the passage along the towing-path of the same; and nothing in this Act contained shall extend to prevent the canal company from recovering from the Company in respect of any obstruction, interference, or interruption as aforesaid, or in respect of any damage that may be sustained by the canal company in consequence of the flowing or escape of the water out of the said canal, if the same should happen by reason of the making or maintaining of any of the works by this Act authorised, or other operations of the Company:

(2.) The Company shall at all times maintain such of the works executed by them under this Act affecting the said canal in substantial repair and good order and condition, so that

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no damage be done to the said canal, the towing-path, or other works connected therewith:

(3.) The bridge to be erected by the Company for the purpose of carrying their railway and other works over the said canal, towing-path, and other works of the said canal company shall be a girder bridge with a clear headway of not less than eight feet six inches above the water level of the said canal at the point of crossing.

Imposing penalty unless railway completed.

13. If the Company fail within the period limited by this Act to complete the railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway.

The said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the solicitor to Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened, in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Court of Chancery, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control: Provided that want of sufficient funds shall not be held to be a circumstance beyond their control.

Providing for application of penalty.

14. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers conferred upon the Company by this Act of taking property for the purposes of the railway, and for which injury or loss no compensation or inadequate compensation shall have been

paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit.

If no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid to or for the account of Her Majesty's Exchequer, in such manner as the Court of Chancery in England thinks fit to order on the application of the solicitor to Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the court, if the Company is insolvent and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Period for completion of works.

15. If the railway is not completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed.

Lands for extraordinary purposes.

16. The quantity of land to be taken by the Company for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed twenty acres.

Powers for compulsory purchases limited.

17. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to Company to raise additional money by creation of shares.

18. The Company from time to time may raise for the purposes of this Act, by the creation and issue of shares, such capital as they shall think necessary not exceeding nine hundred thousand pounds, exclusive of the capital which they are or may be authorised to raise by any other Act or Acts of Parliament; and the Company may create and issue such shares either wholly or partially as ordinary or wholly or partially as preferential shares, as they may think fit.

Shares not to issue until one fifth paid up.

19. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

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Except as otherwise provided, new shares to be subject to same incidents as ordinary shares.

20. The share capital created by the Company under this Act and the shares therein, and the holders of those shares respectively (except any share capital and shares therein to which a preferential dividend is attached, and the holders of those shares respectively), shall be subject and entitled to the same powers, provisions, forfeitures, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing ordinary share capital of the Company, and those shares were shares in that ordinary capital.

Dividends on new shares.

21. Every person who becomes entitled to a share created by the Company under this Act shall in respect of the same be a shareholder in the Company, and shall be entitled to a dividend, either preferential or ordinary, as the case may be, with the other holders of shares of the same class or description proportioned to the whole amount from time to time called and paid on such new shares.

Votes and qualifications in respect of new shares.

22. The holders of the shares created under this Act shall have rights of voting and qualifications in respect thereof on the principle that each sum of one hundred pounds paid up in respect of the shares held by any such holder shall be deemed equivalent to one original share of one hundred pounds in the capital of the Company as prescribed by their Act of incorporation:

Provided that no person shall be entitled to vote in respect of any less amount than one hundred pounds paid up:

Provided also, that (unless otherwise specified in any resolution of the Company) no person shall be entitled to vote in respect of any share created or issued under this Act to which a preferential dividend shall be assigned.

Receipt in case of persons not sui juris.

23. If any money is payable to a holder of shares or stock in the Company being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Company may create and issue stock in lieu of shares.

24. The Company may raise by the creation of stock the money which they are by this Act or by any other Act passed in the present session of Parliament, whether before or after the passing of this Act, authorised to raise by the creation of shares or any part thereof.

The Company may create and issue such stock either wholly or partially as ordinary or wholly or partially as preferential stock, as they may think fit, and all the provisions of this Act with respect to the shares by this Act authorised to be created and the holders thereof shall, so far as applicable, apply to the stock created under

the authority of this section and the respective holders thereof as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

New shares or stock raised under this Act and any other Act of past or present sessions may be of same class.

25. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act, and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company may, if they think fit, raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by the creation and issue of new shares or stock; but nothing in this Act contained shall empower the Company to issue stock to be paid up by instalments.

Power to borrow on mortgage.

26. The Company may, in respect of the additional capital of nine hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage for the purposes of this Act any sum not exceeding in the whole three hundred thousand pounds; but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one half of such capital is paid up, and the Company 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 shares for the whole of such additional capital have been issued and accepted, and that one half of such capital has been paid up, and that not less than one fifth part of the amount of each separate share in such additional capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock (as the case may be) were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also if the said capital is raised by shares that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same.

Upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

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Arrears may be enforced by appointment of a receiver.

27. Every provision in any Act passed before the present session of Parliament whereby the Company is authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal, or principal and interest, shall be and the same is hereby repealed, but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver; and in order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Company may create debenture stock.

28. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but notwithstanding anything therein contained, the interest on all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

29. All mortgages or bonds granted or to be granted under the authority of any former Act relating to the Company shall during the continuance thereof, and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted, have priority over any mortgages granted by virtue of this Act; and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Application of moneys.

30. All moneys raised under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied to the purposes of this Act only.

Power to apply corporate funds to purposes of Act.

31. The Company may apply to the purposes of this Act any of the moneys which they now have in their hands, or which they have power to raise by shares, stock, debenture stock, or mortgage by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest not to be paid on calls paid up.

32. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Deposits for future Bills not to be paid out of capital.

33. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railway not exempt from provisions of present and future general Acts.

34. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Expenses of Act.

35. All costs, charges, and expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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