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their own Costs and Charges, to carry the said Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, That *Charles Armstrong*, *Joseph Armstrong*, *George Barker*, *Matthew Babington*, *John Babington* Clerk, *John Bright*, *James Brooks*, *Joseph Brown*, *Robert Benson*, *Timothy Bourne*, *George Gisborne Babington*, *Henry Bannerman* and Sons, *John Attwood Beaver*, *Hugh Hornby Birley*, *Joseph Birley*, *William Boulton*, *Thomas Broadbent*, *Joseph Cripps*, *Thomas Coglan*, *Edward Cropper*, *John Cropper* junior, *John Chippendale*, *John Cheetham*, *Richard Cheslyn*, *John Coke*, *William Cripps*, *Edward Dawson*, *Thomas Edward Dicey*, *Richard Dawson*, *Robert Duck*, *Adam Dugdale*, *Joseph Chesborough Dyer*, *John Duncan*, *William Evans*, *John Ewart*, *Evan Evans*, *Francis Frith*, *Edward Basil Farnham*, *William Fawden*, *Henry Forth*, *Abraham Franklin*, *William Gillson*, *George Carr Glyn*, *Philip Gans*, *Robert Gardner*, *George Gardner*, *Robert Garnett*, *William Garnett*, *Robert Garnett* junior, *Henry Garnett*, *Charles Garnett*, *Thomas Glover*, *James Guest*, *William Hackett*, *Ormerod Heyworth*, *James Heyworth*, *Lawrence Heyworth*, *David Hodson*, *John Horsfall*, *Isabella Hutton*, *John Hall*, *Thomas Harbottle*, *Herbert Hardie*, *John Hargraves*, *James Collyer Harter*, *David Harvie*, *James Hatton*, *James Holt Heron*, *John Spear Heron*, *James Knight Heron*, *Thomas Hilton*, *John Holford*, *Thomas Houldsworth*, *Henry Houldsworth*, *Edmund Haworth*, *John Horsfall*, *William Jessop*, *William Jenkinson*, *Henry Jephson*, *William Kock*, *William Krauss*, *Joseph Frederick Ledsam*, *Daniel Ledsam*, *Edward Lloyd*, *James Lord*, *William Lord*, *Robert Leeson*, *William Eaton Mousley*, *William Palmer Morewood*, *John Mansfield*, *Charles Meredith*, Lord Viscount *Melbourne*, *James M'Connell*, *Thomas Main*, *William A Mayson*, *John Mayson*, *John Mollineux*, *Edward Miller Mundy*, *John Nedham*, His Grace the Duke of *Newcastle*, *James Oakes*, *Richard Oliverson*, *Thomas Ollivant*, *John Ollivant* junior, *Charles James Packe*, *Charles William Packe*, *Joseph Paget*, *William Wilberforce Pearson*, *Charles Stewart Parker*, *James Parker*, *John Henzey Pidcock*, *Richard Potter*, *Bolton Peel*, *Charles Burt Robinson*, *Theodore Woolman Rathbone*, *Joseph Raleigh*, *James Richardson*, *Richard Roberts*, *James B Reyner*, *Alfred Reyner*, *Frederick Reyner*, *William Rutson*, *George Rainey*, *George Shaw*, *Samuel Sandbach*, *Henry Robinson Sandbach*, *Thomas Smith*, *David Scott*, *John Shuttleworth*, *Joseph Smith*, *Joseph Smith*, *Horatio Smith*, *Junius Smith*, *Augustus Smith*, *Robert Sharpe*, *Thomas Toone*, *Richard Taylor*, *Seymour Teulon*, *John Edward Taylor*, *William Turner*, *Francis Ullathorne*, *Henry Venn* Clerk, *Joseph Walker*, *Thomas Watson*, *Joseph Wheatley*, *Edward Wilson*, *John Walker*, *Samuel Walker*, *William Walker*, *Edward Westhead*, *Robert Henry Wilson*, *George Wood*, *Edmund Wright*, *George Walker* and Company, *John Wright*, and *Francis Wright*, and all other Persons and Corporations, who have subscribed or shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the

Proprietors incorporated.

the said Railway, Branches, and other Works by this Act authorized, and for other the Purposes herein declared, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The Midland Counties Railway Company," and by that Name shall have perpetual Succession and a Common Seal, and shall and may sue and be sued, and also shall have Power and Authority to purchase, hold, and sell Lands, for the Use and Benefit of the said Undertaking, without incurring any Penalties or Forfeitures, and shall also have and exercise all other Powers and Authorities which are herein-after given or mentioned.

Rules for the Interpretation of this Act.

II. And be it further enacted, That in the Interpretation or legal Construction of this Act, where any Word is used importing the Singular Number or the Masculine Gender only, such Word shall be understood and held to include several Matters and Things as well as one Matter and Thing, several Persons as well as one Person, and Females as well as Males; and where the Word "Lands" shall be used, the same shall be understood and held to include Tenements, Buildings, and all other Hereditaments; and where the Word "Corporation" shall be used, the same shall be understood and held to mean any Body Politic, Corporate or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; and where the Word "Railway" shall be used, the same shall be understood and held to include Railways together with the Branches thereof, and all Alterations and Deviations in and from such Railways and Branches, and also the Yards, Stations, Wharfs, and other Works by this Act authorized to be made; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context clearly repugnant to such Construction.

Proprietors to raise Money amongst themselves for the Undertaking, not exceeding 1,000,000*l.*, to be divided into Shares of 100*l.* each.

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum of Money for making and maintaining the said Railway and other Works by this Act authorized, not exceeding in the whole One million Pounds, the whole to be divided into Shares of One hundred Pounds each, and such Shares shall be numbered, beginning with Number One, in arithmetical Progression, and every Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties taking the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sum they shall severally contribute; and all Corporations and Persons, and their several and respective Successors, Executors, Administrators, and Assigns, who have subscribed or shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof, towards the said Undertaking and other the Purposes of the said Subscription, shall be entitled to and shall receive in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company, as and when the same shall be divided by the Authority of this Act.

IV. And

To compel Payment of Subscriptions.

IV. And be it further enacted, That the several Persons who have subscribed or who shall hereafter subscribe or agree to advance or pay any Money for or towards the said Undertaking shall and they are hereby required to pay the Sums of Money by them respectively subscribed or agreed to be paid, or such Parts thereof as shall from Time to Time be called for by the Directors of the said Company under the Powers of this Act, at such Times and Places and to such Persons as shall be directed by the said Directors; and in case any Person shall refuse or neglect to pay as aforesaid the Money by him so subscribed for, or the Part thereof so called for, it shall be lawful for the said Company to sue for and recover the same, with full Costs of Suit, in any Court of Law or Equity, together with Interest on every such unpaid Sum of Money at the Rate of Five Pounds *per Centum per Annum*, from the Time when the same was directed to be paid as aforesaid up to the Day of the actual Payment thereof.

Application of Money to be raised.

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

Company empowered to make the Railways.

VI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain the Railway or Railways and Branch Railways herein-after mentioned, with all proper Works and Conveniences connected therewith, in the Line or Course, and upon, across, under, or over the Lands, delineated upon the Plan and described in the Book of Reference deposited with the respective Clerks of the Peace for the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and for the Town and County of the Town of *Nottingham*; (that is to say,) a Railway commencing in the Parish of *Rugby* in the County of *Warwick*, by means of a Junction with the *London* and *Birmingham* Railway, and passing from, through, or into the Parishes, Townships, and Places of *Rugby*, *Newbold upon Avon*, *Cosford*, *Harborough Magna*, *Monks Kirby*, *Cesters Over*, *Pailton*, *Little Walton*, *Muzwell Leys*, *Newnham Paddox*, and *Willey*, or some of them, in the County of *Warwick*; *Bittesby*, *Claybrook*, *Ullesthorpe*, *Ashby Parva*, *Leir Kimcote*, *Broughton Astley*, *Narborough*, *Cosby*, *Whetstone*, *Enderby Blaby*, *Countesthorpe*, *Wigston Magna*, *Saint Margaret* (*Leicester*), *Knighton*, *Saint Mary* (*Leicester*), *Belgrave*, *Thurmaston* (South End), *Thurmaston* (North End), *Barkby Syston*, *Cossington*, *Sileby*, *Barrow on Soar*, *Quorndon*, *Woodthorpe*, *Loughborough*, and *Knightthorpe*, or some of them, in the County of *Leicester*; *Stanford*, *Normanton on Soar*, *Sutton Saint Anne*, *Sutton Saint Michael*, *Sutton Bonnington*, *Kingston on Soar*, *Thrumpton*, and *Ratcliff on Soar*, or some of them, in the County of *Nottingham*; *Sawley* and *Long Eaton*, or One of them, in the County of *Derby*; and terminating at or near the North Side or Bank of the *Cranfleet Cut* in the Township of *Long Eaton* in the Parish of *Sawley* in the County

County of *Derby;* with a Branch Railway from the said first-mentioned Railway, commencing in the said Parish of *Rugby* and terminating also in the said Parish of *Rugby*, by means of another Junction with the said *London* and *Birmingham* Railway; also another Branch Railway from the said first-mentioned Railway, commencing on the North-east Side of the *London* Road in the Parish of *Saint Margaret* in or near the Borough of *Leicester* in the said County of *Leicester*, and terminating on the South-east Side of a certain Street called *Rutland Street*, in the said Parish of *Saint Margaret* in or near the Borough of *Leicester* aforesaid and in the County of *Leicester* aforesaid; also another Branch Railway from the said first-mentioned Railway, commencing in the said Parish of *Saint Margaret*, in or near the said Borough of *Leicester* and in the said County of *Leicester*, at or near a certain Footpath leading from the *Uppingham* Road to the *Spinney Hills*, and terminating at or near the East Side of *Yeoman Street* in the said Parish of *Saint Margaret* in or near the said Borough and in the said County of *Leicester;* also a Railway commencing in the Parish of *Saint Mary* in the Town and County of the Town of *Nottingham*, passing from, through, or into the several Parishes, Townships, or Places of *Saint Mary* in the Town and County of the Town of *Nottingham*, the *King's Meadows*, *Wilford*, *Lenton*, *Beeston*, *Chilwell*, *Toton*, and *Attenborough*, or some of them, in the County of *Nottingham*, *Long Eaton*, *Sawley*, *Wilne*, *Breaston*, *Draycott*, *Ockbrook*, *Borrowash*, *Spondon*, *Chaddesden*, and *Saint Alkmund* (*Derby*), or some of them, in the County of *Derby;* and terminating in the Parish of *Saint Alkmund* aforesaid in the Borough of *Derby* in the said County of *Derby;* with a Branch Railway from the said last-mentioned Railway, commencing in the Parish of *Sawley* aforesaid, and terminating at or near the North Bank of the said *Cranfleet Cut*, in the said Township of *Long Eaton* in the Parish of *Sawley* aforesaid, by means of a Junction with the Main Line of the Railway herein-before first described; also another Branch Railway from the said Railway from *Nottingham* to *Derby*, commencing in the said Township of *Long Eaton* in the said Parish of *Sawley* in the said County of *Derby*, and terminating also at or near the North Bank of the said *Cranfleet Cut* in the said Township of *Long Eaton* and in the Parish of *Sawley* aforesaid, by means of a Junction with the said Railway herein-before first described.

Limiting the Power for making Railway from Rugby to the Road leading from Wigston.

VII. And be it further enacted, That the said Company shall not use or exercise any Power, Privilege, or Authority given by or contained in this Act with respect to the Portion of their Line lying between *Rugby* and the Point where the Midland Counties Railway passes from the Parish of *Wigston Magna* into the Township of *Knighton* until the First of *August* One thousand eight hundred and thirty-seven, or the last Day of the then Session of Parliament should Parliament be then sitting, whichever may last happen.

Plans and Books of Reference to remain in Custody of the Clerks of the Peace.

VIII. And whereas Maps or Plans and Sections, describing the Lines of the said Railway, and the Lands in, through, over, or upon which the same are intended to be carried or made, together with Books of Reference thereto, containing Lists of the Names of the Owners or reputed Owners and Occupiers of such Lands, have been deposited

deposited with the Clerks of the Peace for the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and for the Town and County of the Town of *Nottingham*; be it therefore enacted, That the said Maps or Plans, Sections, and Books of Reference, so deposited, shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall have Liberty, at all reasonable Times, to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections, and Books of Reference respectively, paying to the Clerk of the Peace in whose Custody the Map or Plan, Section, or Book of Reference so inspected or referred to may be, for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Books of Reference after the Rate of Sixpence for every One hundred Words; and the said Maps or Plans, Sections, and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter which may be in question, certified under the Hand of such Clerk of the Peace from whose Office the same shall be obtained (who is hereby required to certify the same), shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

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

IX. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course, and in, through, over, upon, under, or across the Lands, delineated on the said Maps or Plans, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule thereto, or in the Books of Reference to the said Maps or Plans, if it shall appear to any Two or more Justices of the Peace acting within their Jurisdiction, as the Case may require, (in case of Dispute about the same,) and be certified by Writing under the Hands of such Justices, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Counties, Towns, and Places, (as the Case may require,) and Copies thereof, certified by such respective Clerks of the Peace under their respective Hands, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

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

X. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line delineated on the Maps or Plans so deposited with the Clerks of the Peace as hereinbefore mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards, and in passing through any City or Town such Deviation shall not extend to a greater Distance than Ten Yards, from the Line so delineated upon the said Plans, nor shall such Deviation extend into the Lands or Property of any Person whose Name is not mentioned in the said Book of Reference, unless the Name of such Person shall have been omitted by Mistake, and unless the Fact that such Omission proceeded

ceeded from Mistake shall have been certified in manner hereinbefore provided for in Cases of unintentional Errors in the said Book of Reference.

Power to take Lands, &c.

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

the said Company and all other Persons for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Penalty on obstructing Persons employed in the Construction of the Railway.

XII. And be it further enacted, That if any Person shall obstruct or prevent any Person employed by the said Company in setting out the Line of the said Railway, or engaged in the Construction thereof or of any Part thereof, or shall pull up or remove any Stakes that may have been driven into the Ground for the Purpose of setting out the Line of the said Railway, he shall forfeit and pay any Sum not exceeding Five Pounds nor less than Twenty Shillings for every such Offence.

Power to treat for the Purchase of Lands.

XIII. And be it further enacted, That it shall be lawful for the said Company to treat and agree, and to employ any Person to treat and agree, for the Purchase of any Lands authorized to be taken and used by them as aforesaid, and of any subsisting Leases, Terms, Estates, and Interest therein and Charges thereon, or such of them or such Part thereof as the said Company shall think proper.

Persons under legal Disability empowered to sell and convey Lands.

XIV. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained by the said Company it shall be lawful for all Corporations, Tenants in Tail or for Life, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees and Feoffees in Trust for charitable or other Purposes, Committees, Executors, and Administrators, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them, if incapacitated or not to be found, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and in the same Manner and to the same Extent as such Wives, Wards, Lunatics, and Idiots respectively could have done by Law under the Powers of this Act if sole, of full Age, and of sound Mind, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest in, and for all other Persons whomsoever seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all Contracts, Sales, and Conveyances of Land required for the Purposes of this Act may be according to the following Form, (unless where they may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary to insert particular Covenants, Conditions, or Agreements,) or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Form of Conveyance to the Company.

'I of in consideration of
'the Sum of to me [*or, as the Case may*
'*be*, into the Bank of *England* in the Name and with the Privity of
'the

'the Accountant General of the Court of Exchequer, *ex parte* "The 'Midland Counties Railway Company," *or* to *A. B.* of 'and *C. D.* of Two Trustees appointed to receive 'the same], pursuant to the Act after mentioned, paid by the 'Midland Counties Railway [*or* the said] Company, established and 'incorporated by an Act of Parliament passed in the Year 'of the Reign of His Majesty King *William* the Fourth, intituled '[*here set forth the Title of this Act*], do hereby convey [*or, in case 'of Copyhold or Customary Land requiring Surrender*, do hereby 'agree to surrender] to the said Company, their Successors and 'Assigns, all [*describing the Premises to be conveyed or agreed to be 'surrendered*], together with all Ways, Rights, and Appurtenances 'thereunto belonging, and all such Estate, Right, Title, and Interest 'in and to the same and every Part thereof as I am or shall become 'seised or possessed of, or am by the said Act capacitated or em-'powered to convey or surrender, to hold the Premises to the said 'Company, their Successors and Assigns for ever, according to the 'true Intent and Meaning of the said Act. In witness whereof I 'have hereunto set my Hand and Seal the Day of 'in the Year of our Lord .'

And all such Conveyances and Agreements to surrender as aforesaid shall be valid and effectual in the Law to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed or aliened, and to bar and destroy all Estates Tail, and other Estates, Rights, Titles, Remainders, Reversions, Limitations, Trusts, and Interests whatsoever of and in the same; but although Terms shall be merged yet they shall in Equity afford the same or the like Protection and Priority as if they had been assigned and kept on foot in Trust for the said Company, and to attend the Reversion and Inheritance.

Expences of Title to be paid by the Company.

XV. And be it further enacted, That all the Costs, Charges, and Expences, on the Part as well of the Seller as the Purchaser, of all Conveyances and Assurances of any Lands which shall be purchased or taken by the said Company for the Purposes of this Act, or any Terms or Interests therein, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, or any Term or Interest therein, and of making out and furnishing such Abstract and such attested Copies as the said Company may require, and all Expences whatsoever incident to the Investigation, Deduction, and Verification of such Title, shall be exclusively borne and paid by the said Company; and the said Company, before entering into Possession of the Lands so purchased or taken, shall pay the Amount of such Costs, Charges, and Expences, or, in case there shall be any Dispute about the same, shall obtain such Order as herein-after mentioned, and shall deposit, for the Purpose of paying the same, in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party or Parties from whom the Lands shall be purchased or taken: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said

Costs, Charges, and Expences, or by reason of the Order herein-before mentioned not having been obtained, or the Deposit herein mentioned not having been made, unless the Party or Parties from whom such Lands shall have been purchased shall, within Seven Days after Notice in Writing for that Purpose shall have been given to them by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company.

In case of Dispute, the Costs to be taxed by a Master of the Exchequer.

XVI. And be it further enacted, That if the said Company and the Party or Parties aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the same shall be ascertained by the said Court of Exchequer; and it shall be lawful for the said Court, on Petition to be presented by the said Company, to order and direct that such Costs, Charges, and Expences shall be referred to one of the Masters of the said Court to be taxed in the usual Manner, and such Order shall be served on the Party or Parties aforesaid, who shall be at liberty to proceed under the same; and after Taxation of such Costs, Charges, and Expences it shall be lawful for the said Court to order and direct that the Amount at which the same shall be so taxed, together with the Costs, Charges, and Expences attending the Taxation thereof, or so much of the same as shall be payable by the said Company to the Person or Persons from whom such Lands shall have been purchased or taken as herein-after mentioned, shall be paid to the Person or Persons aforesaid, and the said Money so deposited as aforesaid shall be applied, under the Direction of the said Court, towards the Payment thereof, so far as the same will extend: Provided always, that the said Company shall not be at liberty to enter into Possession of the Lands so purchased or taken until an Order shall have been made for the Taxation of the said Costs, Charges, and Expences, and the said Company shall have deposited the Sums claimed in respect of the same in the Bank of *England*, in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account there *ex parte* "The Midland Counties Railway Company," pursuant to the Method prescribed by the herein-before mentioned Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, which Sums shall be applied, under the Order of the said Court, in Payment of the said Costs, Charges, and Expences: Provided always, that the Expence of determining such Costs, Charges, and Expences as aforesaid, and of obtaining the Order or Orders referring the same to be taxed, shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the said Expence shall be paid and borne by the Person or Persons from whom the said Lands were purchased or taken, and the Amount thereof may then be paid to the said Company out of the said Sum so deposited by them as aforesaid.

Conveyances of Copyholds.

XVII. Provided always, and be it further enacted, That if any Contract shall be made for or in respect of any Lands to be taken or used by virtue of the Powers of this Act which shall be of Copyhold or Customary Tenure, or in the Nature thereof, every such Contract shall be executed and completed by Surrender of such Lands in the Court of the Manor of which the same may be held or parcel according

according to the Custom of such Manor, which Surrender shall and may be made by all Corporations and Persons by this Act authorized and empowered to make Conveyances of other Lands, and shall have the like Force and Effect in respect of such Copyhold or Customary Estates and Interests as such Conveyance as aforesaid made by the same Corporation or Person would have had over the Lands comprised in such Surrender in case the same had been of Freehold Tenure in the same Corporation or Person, and such Lands shall continue subject to the same Fines, Rents, and Services, or such Proportion thereof as may be then due and payable and of right accustomed, in the same Manner as if this Act had not been passed, until such Lands shall be enfranchised by virtue of the Powers herein-after contained; but inasmuch as the vesting and continuing of such Copyhold or Customary Premises in the said Company as a Body Corporate would, if the same should not be enfranchised, prevent such Lord from receiving the same Benefit of Fines, Heriots, and other Services due upon Death, Descent, or Alienation as he would have received if such Copyhold or Customary Premises had continued to be the Property of Persons in their individual Capacities, the said Lord shall be paid by the said Company, at the Time of such Surrender as aforesaid, a reasonable Recompence and Satisfaction for the Loss which may arise to him in respect of such Fines, Heriots, and other Services the Receipt or Enjoyment of which shall be diminished or lost by the vesting or continuing of such Copyhold or Customary Premises in a Body Corporate; and such Recompence and Satisfaction, if not settled by Agreement between the Parties (and which Agreement all Lords of Manors and other Corporations and Persons by this Act authorized to enfranchise Copyhold or Customary Lands are hereby empowered to enter into), shall be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be parcel shall not have contracted to enfranchise the same, and shall have received from the said Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being diminished or lost by the vesting and continuing of such Copyhold or Customary Lands in a Body Corporate, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

Lords of Manors under Disability empowered to enfranchise.

XVIII. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or

powered to enfranchise Copyholds.

or parcel, and whether an individual Person or a Corporation, and whether seised in his own Right or as a Trustee, and whether he be seised in Tail or for Life or other limited Estate, and in case of a Female whether she be married or sole, and in case of an Infant, Lunatic, or other incapacitated Person being Lord of the Manor, then for his Guardian, Committee, or Trustee, to contract for, and the several Corporations and Persons aforesaid are hereby empowered and required, if called upon by the said Company, to contract for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in Cases of the Conveyance of Lands, or as near thereto as may be; and in case such Lord or other Corporation or Person hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall (in case the Parties differ about the same) be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Regulations for Apportionment of Rents of Copyholds.

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

Waste Lands to be conveyed by the Lords of Manors.

XX. And be it further enacted, That in all Cases wherein in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land, or any other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste Land or other Lands shall be situate (or if the same shall not be the Waste of any Manor then having such Estate or Interest in the Soil of the said Lands) as the Corporations and Persons who are by this Act enabled to sell other Lands have in such Lands (and which Conveyance may be of the like

like Form as by this Act is directed to be used in the Case of Conveyances of other Lands) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land or other Lands as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature) shall be paid by the said Company to the Churchwarden for the Time being of the Parish or Place wherein such Common or Waste Land or other Lands shall be situate, and shall be by such Churchwarden received and applied for such general or local Purposes within the said Parish or Place as a Vestry thereof (if a Parish or Chapelry, and if not, as a Meeting of the Inhabitants assessed and having paid to the County or Highway Rate), to be convened by such Churchwarden for that Purpose, shall direct: Provided always, that in all Cases wherein the said Churchwarden is empowered to receive such Compensation as aforesaid the Notices by this Act required to be served on the Owners or Occupiers of Lands required for the Purposes of this Act may be served on the said Churchwarden, who shall have Power to treat and agree with the said Company touching the Amount; and in all Cases in which any such Commonable or other Rights shall extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Land or other Lands, the Compensation for the Relinquishment thereof shall be paid to the Party having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise (as the Case may require) shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company: Provided also, that in all Cases in which any such Manor is vested in the Freeholders or Inhabitants at large, or in any greater Number of Persons than Three, or where the Lord of such Manor, if any, does not usually hold some Court for the same, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Land or other Lands are situate, the Conveyance by Three at least of the Freeholders whose Lands (whether vested absolutely in them, or for such Estate as would capacitate them to convey such Lands if wanted for the Purposes of this Act, or not) shall entitle such Freeholders to Common Right in or over such Common or Waste Land or other Lands, and whose said Lands in the Rate for the Relief of the Poor shall amount in yearly Value to Three Fifth Parts at least of the whole of the Lands which have such Common Right, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, or so much thereof as they may from Time to Time require or take, free from all Rights of Common and other Rights, Estates, Titles, Charges, and Incumbrances whatsoever.

Where Commoners exceed Twelve in Number a Meeting to be called.

XXI. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twelve in Number it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement, to be inserted Twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing, and the Majority of which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Five in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, and to receive the same for and on behalf of themselves and all other Parties interested therein (who shall be bound and concluded thereby), and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Eight at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury, as is hereby authorized, the Notices required to be given for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Places of Abode, or with any Occupier of the Lands over which such Commonable or other Rights shall extend, or in case the same shall be unoccupied then affixed upon some conspicuous Part of such Lands.

Application of Money paid for Lands belonging to Burgesses of Nottingham.

XXII. And whereas the Line of the said Railway is intended to pass through certain uninclosed Lands known by the Name of the *Meadows*, situate in the Parish of *Saint Mary* in the Borough and Town and County of the Town of *Nottingham*, over which the Burgesses of the said Borough and Town and County of the Town of *Nottingham* have a Right of Pasture at certain Seasons of the Year: And whereas the Number of such Burgesses entitled to such Rights of Pasture exceeds Two thousand, and it is expedient that some Provision should be made for the Application of any Sum of Money to be received for Compensation for such Rights over Land taken for the Purposes of this Act to some public Purpose, for the Benefit of the said Burgesses; be it therefore enacted, That all Sums of Money to be paid by the said Company as Compensation for and in respect of any Right of Pasture upon and over any Part of the said uninclosed Lands

Lands which shall be taken for the Purposes of this Act shall be paid, applied, and appropriated in such Manner and to and for such Purposes as the Burgesses for the Time being of the said Borough and Town and County of the Town of *Nottingham*, or the major Part of them, assembled at any public Meeting to be called by the Mayor of the said Borough and Town and County of the Town for the Time being, whereof Notice shall have been given Three Times at the least in some Newspaper published in the said Borough and Town and County of the Town, shall order, direct, and determine.

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

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

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

Rents on Leases to be apportioned.

XXIV. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of this Act and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of the Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lessor from whom such Lands are holden or agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rents, be liable only to so much of the Rents reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of this Act, and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rents so apportioned in respect of the Lands not required for the Purposes of this Act as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Lands comprised in such Lease or Agreement for Lease, and not

not required for the Purposes of this Act, but the same shall as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Where a Part of any Lands to be purchased is subject to a Rent, the Remainder (if Rent be not apportioned) to remain subject thereto.

XXV. And whereas the said Company may purchase Lands, Tenements, or Hereditaments holden, together with other Lands, Tenements, or Hereditaments not purchased by the said Company, by Lease or Leases for a Life or Lives, or for a Term or Terms of Years, absolute or determinable on some Event or Events, all which Hereditaments may be subject to one entire Rent or several entire Rents, and to one Set of Covenants and Agreements relating to the whole of the Premises so demised, and to One or more Proviso or Provisoes, Condition or Conditions for Re-entry on Nonpayment of Rent, or Breach or Nonperformance of all or any of such Covenants or Agreements, and on such Purchase or Purchases the entire Rent or Rents may have been or may hereafter be apportioned, and Part of such Rent or Rents may have been or may hereafter be extinguished, and the Term or other Estate and Interest of the Lessee or Lessees may have been or may be hereafter merged and extinguished, and under the Authority of this Act such Proportion of the Rent or Rents payable for or in respect of the Leasehold Premises comprised in any One Lease as may not be intended to be extinguished, and the Remedies for the same, are preserved; but it is deemed advisable that the Provisions herein contained should be extended for the Benefit of the Lessors in any such Leases and their Representatives, and of all other Persons entitled or to become entitled to such Rents, and the Benefit of such Covenants, Provisoes, and Agreements; be it therefore enacted, That in all Cases where any Lands, Tenements, or Hereditaments shall be purchased by the said Company which shall be holden, together with other Lands, Tenements, or Hereditaments not purchased by the said Company, under one or the same Lease, such last-mentioned Lands, Tenements, or Hereditaments shall (in case there shall be no Apportionment of Rent) be and remain subject to the whole of the Rent or Rents reserved by the Lease under which the same shall be holden together with the Lands, Tenements, or Hereditaments purchased by the said Company, and that the Remedies for the Recovery of such entire Rent or Rents shall be and at all Times remain as effectual as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally charged with the whole of such Rent or Rents; and that in all Cases where any such Lands, Tenements, or Hereditaments so holden by Lease as aforesaid (together with other Lands, Tenements, or Hereditaments) shall be purchased by the said Company, all the Covenants, Provisoes, Conditions, and Agreements contained in any such Lease or Leases as aforesaid shall be and remain as effectual, with respect to the Lands, Tenements, or Hereditaments comprised in such Lease or Leases, and not purchased by the said Company, as if the Lands, Tenements, or Hereditaments not so purchased had alone been originally comprised in such Lease or Leases; save and except, that where any Rent or Rents shall or may be apportioned under the Authority of this Act, such Covenants, Provisoes, and Agreements, so far as the same relate to the Payment or Nonpayment of Rent, shall extend only to such Proportion of Rent as shall not have been merged or extinguished.

Mortgagees to convey to Company.

XXVI. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken or used for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person, and whether in Possession thereof by virtue of such Mortgage or not,) shall, on Tender of the Principal Money and Interest due thereon, and the just Costs (if any) then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, by the said Company, immediately release, assign, and transfer such mortgaged Premises to the said Company, or to such Person as they shall appoint, and which Release, Assignment, or Transfer may be of the like Form as the Conveyances by this Act directed to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company, or from the Party entitled to the Equity of Redemption of and in the same Lands, that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six Calendar Months (to be computed from the Day of giving such Notice), then at the End of such Six Calendar Months, on the Payment of the Principal Money and Interest so due, together with any just Costs then due, such Mortgagees shall release, assign, and transfer their respective Interests in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to release, assign, or transfer as aforesaid on such Tender or Payment, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to release, assign, or transfer as aforesaid, then upon Payment of the Principal Money and Interest, and the Costs (if any), due on any such Mortgage as aforesaid, into the Bank of *England*, at or at any Time after the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or in lieu of such Notice, and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Right, Title, Interest, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual legal and equitable Possession of the Premises and Estate comprised in such Mortgage, to all Intents and Purposes whatsoever.

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

XXVII. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of any Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due or to become due thereon, and all Costs, the

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

Compensation for Corn Rents in lieu of Tithes to be made by Payment of a Sum in gross.

XXVIII. And be it further enacted, That in all Cases where a Composition in lieu of Tithes shall have been made under an Act of Parliament by the Grant of a perpetual annual Sum of Money or Corn Rent, and any of the Lands chargeable with such Sum of Money or Corn Rent, or any Part of the same, shall be taken by the said Company under the Authority of this Act, Compensation shall be made by

by the said Company for the Value of the said annual Sum of Money or Corn Rent, or the Proportion of the said annual Sum of Money or Corn Rent chargeable upon the Lands so taken, by the Payment of a Sum in gross, such Sum being equal in Amount to Twenty-five Years Value of the annual Amount of the said annual Sum of Money or Corn Rent payable at the Time of the passing of this Act, or the said Proportion of the said annual Sum of Money or Corn Rent; and the said Company are hereby required to pay such Sum of Money into the Bank of *England* in manner by this Act provided in Cases where any Monies are to be paid to incapacitated Persons, before entering into the Possession of the said Land, and from and after the Payment of such Sum the Lands so taken shall be for ever discharged of and from the said perpetual annual Sum of Money or Corn Rent, or from the proportionate Part of the said annual Sum of Money or Corn Rent, as the Case may be: Provided always, that in case Part only of any Lands and Grounds liable to the Payment of any such annual Sum or Corn Rent as aforesaid shall be purchased or taken by the said Company, nothing in this Act contained shall extend or be construed to extend to discharge the Remainder of the said Lands or Grounds from the Payment of the Remainder of the annual Sums or Corn Rents which would have been payable in respect of such Lands and Grounds, after deducting therefrom the proportionate Part of the said annual Sum or Corn Rent chargeable in respect of the Lands or Grounds so purchased or taken, but that the Remainder of such Lands and Grounds shall remain and be liable to such proportionate Part or Share of the said annual Sum or Corn Rent as the same would have been assessed at or would have been payable in respect of the same in case they had been assessed alone under the Authority of the Act under which the said Compensation for Tithes has taken place; and the Rector, Vicar, or other Person or Persons entitled to the said annual Sum or Corn Rent shall have the same Remedies for the Recovery of the said last-mentioned proportionate Part of the said annual Sum or Corn Rent, by Suit or Action, or by Distress, Entry, or Perception of Rents and Profits, in, upon, or over the said last-mentioned Lands and Grounds, or otherwise, as he or they had or were entitled to in respect of the Whole of the said annual Sum or Corn Rent.

Parties to deliver a Statement of their Estates and Claims within Thirty Days after Notice.

XXIX. And be it further enacted, That on or before the Expiration of Thirty Days next after Notice in Writing from the said Company, or their Agent duly authorized, of their Intention to take or use any Lands, or any Part thereof, for the Purposes of this Act, (not including the Mines or Minerals lying within or under the same, or within Twenty Yards thereof,) shall have been given to any Person or Corporation seised, possessed of, or interested in, or authorized by this Act to accept and receive Satisfaction and Compensation for the Value of the same, or any Estate, Share, or Interest therein or Charge thereon, or for any Injury or Damage sustained on account of the Execution of this Act, such Person or Corporation shall deliver or cause to be delivered at the Office of the said Company a Statement in Writing of the Particulars of the Estate, Share, Interest, or Charge which he or they claim to be entitled to, or to be authorized to receive Satisfaction and Compensation for, and of the Injury or

Damage sustained by him or them, and of the Amount of the Sum of Money which he or they may expect and be willing to receive in satisfaction and compensation for the Value of such Estate, Share, Interest, or Charge, and for such Injury or Damage respectively.

Satisfaction to be made for Lands taken for the Railway.

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

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

XXXI. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled, and capacitated to sell, agree, convey, or release as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid, or if any of the Parties entitled to receive such Purchase Money, Satisfaction, Recompence, or other Compensation as aforesaid shall refuse to accept such Purchase Money, Satisfaction, Recompence, or other Compensation as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Twenty-one Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall for the Space of Twenty-one Days next after Notice in Writing shall have been given to the Clerk, Agent, or principal Officer of any such Corporation, or to any of such Trustees or Persons respectively, or left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale, Conveyance, or Release of their respective

respective Estates or Interests, or the respective Estates or Interests which they respectively are hereby capacitated to convey therein, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability (whether provided for by this Act or not) be incapable of making such Agreement, Conveyance, or Release as shall be necessary or expedient for enabling the said Company to take such Lands or to proceed in making the said Railway and other the Works aforesaid, or shall not disclose or prove the State of the Title to the Premises of which they respectively may be in Possession, or of the Share, Interest, or Charge which they may claim to be entitled unto or interested in, in case they shall be required to do so by the said Company, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of this Act, or for the Purchase of Lands, cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company, to the Sheriff of the County in which the Lands in question shall be situate or the Matter in dispute shall arise, or in case such Sheriff or his Under Sheriff shall be one of the said Company, or enjoy an Office of Trust or Profit under them, or shall be in any way interested in the Matter in question, then to any of the Coroners of such County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the County, and free from personal Disability, who shall have filled the Office of Sheriff, Under Sheriff, or Coroner in the said County, and not be interested as aforesaid, (a Person having more recently served either Office being always preferred, and who is hereby enabled and directed to act in the Premises,) commanding such Sheriff, Under Sheriff, or Coroner or other Person to impannel, summon, and return, and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impannel, summon, and return, a Jury of at least Eighteen sufficient and indifferent Men qualified for the Time being according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and the Persons so to be impannelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impannelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* or at Nisi Prius are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the By-standers, or of others that can speedily be procured to attend that Service (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array;

and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required, on Request in Writing by either Party, to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may, if he see fit, or it be required of him by Notice in Writing from either Party, authorize or order the said Jury, or any Three or more of them, to view the Place or Matter in controversy; and such Jury shall upon their Oaths, or, being Quakers, upon their Affirmations, (which Oaths and Affirmations, as well as the Oaths and Affirmations of all such Persons as shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum of Money to be paid for the Purchase of such Lands, except for such Interest therein as shall have been of right purchased by the said Company from any other Person, and also the Sum of Money to be paid by way of Satisfaction, Recompence, or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which shall be or shall have been so done or sustained as aforesaid, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; which Satisfaction, Recompence, or Compensation for such Damage or Loss shall be inquired into and assessed separately and distinctly from the Value of the Lands so to be taken or used as aforesaid; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, Recompence, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whatsoever: Provided always, that in such Inquiry the Person or Corporation claiming Compensation shall always be deemed to be Plaintiff, and entitled to the same Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, that not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise, by leaving such Notice at the Dwelling House or last known Place of Abode of the Person, or of the Clerk or Agent or some Officer of the Corporation, or with some Tenant or Occupier of the Premises intended to be valued or respecting which or any Damage to which any such Question shall arise: Provided always, that where any Difference shall arise between the said Company and the Owner and Occupier of or any Person interested in any Mansion House, Park, or Pleasure Grounds which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted, then and in every such Case the said Company shall and they are hereby required to issue such Warrant to the said Sheriff, Under Sheriff, Coroner, or other Person, commanding him, and he is hereby accordingly empowered and required, to impannel, summon, and return a Jury, consisting of such Persons as are usually summoned to serve on Special Juries

Juries at the Assizes of the said County in which such last-mentioned Difference shall arise.

Compensation Money to be apportioned.

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

Verdicts to be recorded.

XXXIII. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be deposited with and kept by the Clerk of the Peace for the County in which the Matter in dispute shall have arisen among the Records of the Quarter Sessions for such County, and shall be deemed Records to all Intents and Purposes; and the same, or true Copies thereof attested under the Hand of such Clerk of the Peace, shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying for such Inspection the Sum of One Shilling, and also to take or make Copies thereof, paying for every Copy after the Rate of Sixpence for every One hundred Words.

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

XXXIV. And be it further enacted, That if any such Sheriff, Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds to the Party who shall be prejudiced or injured thereby, to be recovered, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or, being a Quaker, to make Affirmation, or shall refuse to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear, on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or, being a Quaker, affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person hereby authorized to act in that Behalf, shall forfeit and pay for every such Offence, to and for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds.

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

XXXV. And be it further enacted, That every such Jury and Juryman as aforesaid shall also be subject to the same Regulations, Pains, and Penalties as if such Jury and Juryman had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster* or at Nisi Prius; and all Persons who in any Examination

Examination to be taken by virtue of this Act upon their Oath, or, being Quakers, upon their Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be subject to the Pains and Penalties to which Persons guilty of wilful and corrupt Perjury shall or may by Law be subject.

Persons giving false Evidence to be guilty of Perjury.

XXXVI. And be it further enacted, That where in this Act a Declaration is directed to be used for the Purpose of Confirmation of written Instruments or Allegations, or of the Execution of Deeds or other Matters, the same shall be made in the Form prescribed in the Schedule to an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to repeal an Act of the present Session of Parliament, intituled* '*An Act for the more effectual* '*Abolition of Oaths and Affirmations taken and made in various Depart-* '*ments of the State, and to substitute Declarations in lieu thereof,* '*and for the more entire Suppression of voluntary and extra-judicial* '*Oaths and Affidavits;*' *and to make other Provisions for the Abolition of unnecessary Oaths*, or as near thereto as the Circumstances of the Case will admit, and shall be of the like Force and Effect as if an Affidavit or Affirmation in Writing had been made; and if any Declaration so made shall be false or untrue in any material Particular the Person wilfully making such false Declaration shall be deemed guilty of a Misdemeanor.

Declarations directed to be made by this Act to be in the Form prescribed by 5 & 6 W. 4. c. 62.; and any Person making false Declaration to be guilty of a Misdemeanor.

XXXVII. And be it further enacted, That in every Case in which the Verdict of a Jury summoned as aforesaid shall be given for the same or a greater Sum than shall have been previously offered in Writing by the said Company or on their Behalf, or where no such Sum shall have been previously offered, and a Verdict shall be given for any Amount, for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation, Recompence, or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers hereby granted, all the Costs, Charges, and Expences of summoning such Jury and the Expences of Witnesses shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person authorized to act as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Twenty Days after the same shall have been demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company, under a Warrant to be issued for that Purpose by any Justice of the Peace for the County, Town, or Place where such Inquisition shall be held, not interested in the Matter in question; which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal, on Application made to him for that Purpose by any Party entitled to receive such Costs, Charges, and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, or in case the said Company shall have required a State-

By whom Expences of Juries shall be paid.

ment of the Manner in which any Amount of Money which shall have been demanded as a Satisfaction or Compensation has been computed and made up, and the Jury shall be of opinion that no sufficient Statement was delivered by the Claimant to enable the said Company to make a proper Offer, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken, to all Intents and Purposes, to be a good Payment or Tender in satisfaction of the Whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company: Provided also, that in Cases in which no Sum shall be given by the Verdict of such Jury, the whole of the aforesaid Costs, Charges, and Expences shall be borne and paid by the Claimant.

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

XXXVIII. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed (without the Consent of the said Company), to receive or take notice of any Complaint to be made by any Party for any Loss or Injury by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing by or on the Behalf of the Corporation or Person making such Complaint, stating the Nature, Extent, and Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company Twenty Days before the summoning of such Jury, and within the Space of Six Calendar Months after the Time of such supposed Loss or Injury having been sustained, or after the sustaining, doing, or committing thereof shall have ceased, so that the said Company shall not be chargeable with or liable to any Amount of continuous Damage for Time exceeding Six Years prior to the making of such Claim and giving such Notice.

Power to enter Lands on Payment or Tender of Purchase Money.

XXXIX. And be it further enacted, That upon Payment or legal Tender of such Sum of Money as shall have been contracted or agreed for between the Parties, or assessed by any Jury in manner aforesaid, for the Purchase of any Lands, Rent, or other Charge, or as a Recompence for the yearly Produce or Profits thereof, or as a Compensation for Damages, absolute or continuous, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein and entitled to receive such Money or Compensation respectively; or if the Persons so respectively entitled or interested as aforesaid, or any of them, cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to

such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse, neglect, or be unable to convey the same, then upon Payment of the said Money into the Bank of *England*, as herein-after directed and required, for the Use of the Persons respectively entitled thereto; or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Recompence as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank as herein-after directed; it shall be lawful for the said Company, and their Agents, Workmen, and Servants, immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company, to and for the Purposes of this Act; and such Payment or Tender, Investment and Conveyance, or Deposit in the Bank of *England*, shall not only bar all the Right, Title, Interest, Claim, and Demand of such Parties as aforesaid, and operate as a Merger of all outstanding Terms of Years, but also shall extend to and be deemed and construed to bar the Dower of the Wife of every such Person, and all Estates Tail and other Estates in Reversion and Remainder, or otherwise, and all Rights, Titles, Limitations, and Trusts of every other Person whomsoever therein: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid it shall not be lawful for the said Company, or any Person acting under their Authority, to bore under, dig, or cut into such Lands, for the Purpose of making the said Railway or other Works hereby authorized to be made, (save for the Purpose of ascertaining and setting out the same for the Purposes of this Act,) without the previous Consent of the Owners and Occupiers thereof respectively in Writing under their respective Hands: Provided always, that it shall not be lawful for the said Company to make such Entry after Demand made of such Purchase Money or Compensation by the Party entitled thereto, and Default made by the said Company in Payment thereof for the Space of Thirty Days after such Demand, unless such Payment shall be delayed by Act, Neglect, or Default of the Party entitled thereto.

Tenants at Will or from Year to Year to quit Lands after Notice.

XL. And be it further enacted, That all Persons in Possession of any Lands which shall be required or be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Premises than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of such Premises to the said Company, or to such Person as they shall appoint to take Possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to or left at the Place of Abode of such respective Tenants or Lessees or Persons in Possession, or left upon the said Premises, or at such other Time after the Expiration of Six Calendar Months as the said Company shall in such Notice require, whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice

Notice be given before or after the said Premises shall be purchased by the said Company; and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse or neglect to deliver such Possession as aforesaid, it shall be lawful for the said Company to issue their Precept, either under their Common Seal or under the Hands and Seals of Three at least of the Directors of the said Company for the Time being, to the Sheriff of the County in which the Premises shall be situate, to deliver Possession of the said Premises to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Premises accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the Issuing and Execution of such Precept on the Person so refusing to deliver Possession, by Distress and Sale of his Goods and Chattels.

Interests of such Tenants may be settled by a Jury.

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

Persons holding under Leases to produce the same.

XLII. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction, Recompence, or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands intended to be taken or used under the Authority of this Act, under or by virtue of any Lease or Agreement for Lease or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Agreement for Lease or Grant in respect of which such Claim to Satisfaction, Recompence, or Compensation shall be made; and if such Lease or Agreement for Lease or Grant shall not be produced or shown within Twenty-one Days after Demand made by the Clerk or Secretary of the said Company, or any Person authorized by him, or the Nonproduction thereof satisfactorily accounted for, the Party claiming such Satisfaction, Recompence, or Compensation shall be considered as holding only from Year to Year.

Settling Disputes as to Damages to a small Amount.

XLIII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Property to be taken, used, or injured for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Agents or Workmen, to such Property, in

in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall (in case the Amount of Damages claimed does not exceed Twenty Pounds) be ascertained and determined by some Two or more Justices of the Peace acting within their Jurisdiction, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company.

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

XLIV. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers of this Act, or of any Interest therein, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act, which any Corporation, Trustee, or Feoffeé in Trust, or any Person whomsoever having no Power to convey the Premises in respect of which the same may be payable otherwise than by virtue of this Act, shall be entitled unto or interested in, such Money shall, in case the same shall amount to or exceed the Sum of Two hundred Pounds, with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Midland Counties Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King *George* the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at* Westminster *on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes,* and the General Orders of the said Court, and without Fee or Reward; and shall when so paid in there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance, affecting the said Lands, or affecting other Lands standing settled therewith to the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall upon the like Application be laid out, by Order of the said Court made in a summary Way as aforesaid, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant

1 G. 4. c. 35.

General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled.

Application of Compensation Money when less than 200*l.* and exceeding 20*l.*

XLV. Provided always, and be it further enacted, That if any Money agreed or awarded to be paid as last herein-before is mentioned shall be less than the Sum of Two hundred Pounds, and shall exceed the Sum of Twenty Pounds, then the same shall, with the Approbation of the said Company, signified in Writing under the Hands of Three at least of the Directors of the said Company for the Time being, be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, and be placed to his Account as aforesaid, in order to be applied in manner herein-before directed; or otherwise the same may be paid, upon the Request of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of such Interest therein, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiotcy, Lunacy, or other Incapacity, and with the like Approbation, to Two Trustees, to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and of Three at least of the Directors of the said Company for the Time being; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money not exceeding 20*l.*

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

In case of not making out Titles, &c. the Mo-

XLVII. And be it further enacted, That in case any Party to whom any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used under or by virtue of the Powers

Powers of this Act, or for any Interest or for Compensation as aforesaid, shall refuse or neglect to accept the same, or cannot be conveniently found, or shall be absent from the United Kingdom of *Great Britain* and *Ireland*, or shall refuse, neglect, or be unable to make a Title to such Lands, or to such Interest in the Premises, to the Satisfaction of the said Company, for the Purposes of this Act, or if the Party entitled unto, or required by the said Company to convey or join in conveying, such Lands, or such Interest therein, shall not be known, or be not shown to the Satisfaction of the said Company to be such Party, or shall refuse to convey or to join in conveying the same, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed, offered, intended to be offered, or awarded as aforesaid, to be paid into the Bank of *England* in the Name and with the Privity of the said Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them, so far as the said Company can so do), subject to the Control and Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof, by Petition, is hereby empowered, in a summary Way of Proceeding or otherwise, to order the same to be laid out and invested in the Public Funds, and to order Distribution thereof, or Payment of the Dividends thereof, according to the Estate, Title, or Interest of the Party making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to any Party paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

Money to be paid into the Bank.

XLVIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party to any Lands, or to any Interest in any Land, or to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands, to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money, or whereon or wherein the same shall be invested as herein mentioned, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of such Purchase, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession or Receipt of Rents by such Parties, shall be deemed to have been lawfully entitled to such Lands according to such Possession or Receipt of Rents until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities purchased or to be purchased with such Money, or whereon or wherein the same shall be or shall have been invested, and also the Capital

Persons in Possession presumptively entitled.

Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession or Receipt of Rents was a wrongful Possession or Receipt, and that some other Party was lawfully entitled to the Whole or some Part of such Lands, or to some Estate or Interest therein, or to some Portion of the Rents thereof; and the said Court shall have full Power to direct the Payment of the said Annuities and Securities, and the Interest and Dividends thereof, unto the Person or Persons who shall be proved to be entitled to the same.

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

XLIX. Provided also, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Satisfaction, Recompence, or Compensation shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation, shall be required to be paid into the Bank of *England*, for the Purpose of being invested in the Purchase of Consolidated or Reduced Bank Annuities, or in other Government Securities, to be applied in the Purchase of other Lands, to be settled to the like Uses, in pursuance of this Act, it shall be lawful for the said Court to order all the Costs, Charges, and Expences of or which may be incurred in consequence of the Purchase or taking or using of such Lands by the said Company under and by virtue of this Act, and also of the Investment of the Purchase and Compensation Money in Consolidated or Reduced Bank Annuities or other Government Securities, or in the Re-investment of such Purchase and Compensation Money in Land, together with the necessary Costs, Charges, and Expences of obtaining the proper Orders for such Purposes, and for the Payment of the Dividends, Interest, and annual Produce of such Consolidated or Reduced Bank Annuities or other Government Securities, to be paid by the said Company out of the Monies to be received by virtue of this Act; and the said Company shall from Time to Time pay such Sums of Money for such Costs, Charges, and Expences as the said Court shall direct.

Power for Court of Exchequer to order Compensation to be applied in rebuilding Houses, &c.

L. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Houses taken or used under the Powers of this Act, or for any Compensation or Satisfaction under this Act, shall have been paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The Midland Counties Railway Company," pursuant to the Directions herein-before contained, it shall be lawful for the said Court of Exchequer, upon Petition for that Purpose by the Party who would have been entitled to or in the Receipt of the Rents and Profits of the Houses in respect of which such Money shall have been so paid in, from Time to Time to order such Part (if any) of the said Purchase or Compensation Monies as the said Court shall think fit to be laid out and applied in the repairing or rebuilding of any such Houses or other Buildings taken down or injured in the Construction of the said Railway and Works, in such Manner as to the said Court shall seem fit.

LI. And

Compensation to be made for temporary Damage.

LI. And whereas in making and executing the said Railway and the several other Works by this Act authorized it may be necessary for the said Company, their Agents and Workmen, to enter upon and take temporary Possession of some Parts of the Lands adjoining to the Line of the said Railway and other Works, for the Purpose of laying or depositing and working thereon Earth, Clay, Stones, Bricks, Slates, Timber, Lime, and other Materials, or of manufacturing such Clay into Bricks, or for forming temporary Roads or Approaches to and from the said Works; and inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will be sustained by the Owners or Proprietors of such adjoining Lands by the Exercise of the Powers and Authorities hereby granted, until the Works shall have been completed, it is expedient that the said Company, their Agents and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without having previously made such Payment, Tender, or Investment of Money as herein-before mentioned; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, working, or manufacturing upon such Lands, or upon any Part thereof respectively, any Earth, Clay, Stones, Bricks, Slates, Timber, Lime, or other Materials, or for forming temporary Roads or Approaches to and from the said Works, and also to make use of any existing Roads, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making Compensation and tendering a reasonable Sum as Compensation for such temporary Occupation or temporary Damage of the said Lands to the Owners and Occupiers thereof; such Compensation, in case the Parties differ about the same, after Tender thereof has been duly made by the said Company, to be settled and recovered in manner herein-before provided in Cases of Disputes as to the Value of Lands through or upon which the said Railway and other Works are intended to be made, and the Compensation for any Damage sustained by reason of the Execution of any of the Works by this Act authorized: Provided always, that the said Company shall and they are hereby required, so soon as the Amount of any permanent Damage or Injury can be ascertained, and at all events within One Calendar Month after the Expiration of the Period by this Act granted for executing the said Railway and other Works, or other sooner Completion of the said Works, if such Amount of permanent Damage or Injury cannot be sooner ascertained, to make such Compensation and Satisfaction for the permanent Damage or Injury (if any) which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of

the Lands adjoining or lying near the said Railway or Works the said Company shall and they are hereby required to give Fourteen Days Notice in Writing of such their Intention to the Owners or Occupiers of such Lands, by leaving such Notice in Writing at their or his last or most usual Place of Abode, and to separate and set apart by sufficient Railings or Fencings so much of such Lands as shall be required to be so used as aforesaid from the other Lands adjoining thereto: Provided also, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Two hundred and fifty Yards from the said Railway: Provided always, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner or Occupier thereof, find Two sufficient Persons, who shall enter into a Bond to such Owner or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Sureties to be approved of by Two Justices acting for the Division of the County in which the same Lands shall be situate, in case the Parties differ about the same.

Where small Parcels of Land are intersected, the Company compellable to purchase the whole.

LII. And be it further enacted, That if in the Execution of any of the Powers of this Act any Close or inclosed Land shall be cut through and divided so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than *Half* a Statute Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or on either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity as aforesaid, the Value thereof to be ascertained (if the Parties differ about the same) in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company, at the Expence of the said Company, to throw the same into the adjoining Land of such Owner, by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

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

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

unless it shall be so certified in manner herein-before provided for in Cases of unintentional Errors in the said Book of Reference.

Breadth of Land to be taken for the Railway.

LIV. And be it further enacted, That the Lands to be taken for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places where a greater Breadth shall be judged necessary for Carriages to wait, load, or unload, and to turn or pass each other, or for raising Embankments for crossing Valleys or low Grounds, or for Cuttings, or for the Erection and Establishment of any fixed or permanent Machinery or Toll House, and except at or near the Terminations of the said Railway and the Branches thereof, and except also on Commons, Downs, or Waste Grounds.

Plan of the Line, as authenticated by the Speaker, to be deposited with Clerk of the Peace, and to be open to Inspection.

LV. And whereas since the said Plans and Books of Reference were deposited as aforesaid a certain Deviation from or Alteration of such Plans and Books of Reference has been agreed upon with the said Company, at the Request and with the Concurrence of the several Owners and Occupiers of Lands through which such Deviation or Alteration is intended to be made; be it therefore enacted, That a Copy of a Map or Plan showing the altered Line so agreed upon, and authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with an amended Book of Reference to such Plan, within Two Calendar Months after the passing of this Act be deposited with the Clerk of the Peace of the County of *Nottingham*, to the end that all Parties may at all seasonable Times have Liberty to inspect the same, and to take Copies thereof or Extracts therefrom at their Pleasure, paying the said Clerk of the Peace for every Inspection the Sum of One Shilling, and for Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for every One hundred Words; and the said Map or Plan and Book of Reference, or true Copies thereof, or so much thereof as shall relate to any Matter which may be in question, certified by the said Clerk of the Peace, shall be and are hereby declared to be good Evidence in all Courts of Law or elsewhere.

Deviation to be made according to authenticated Plan; and limiting further Deviation in Kingston on Soar and Sutton Saint Michael.

LVI. And be it further enacted, That, notwithstanding any thing herein contained to the contrary, the Line of the said Railway, so far as the same relates to the Deviation or Alteration herein-before mentioned, shall be made according to the Line so laid down and authenticated as aforesaid, and shall not extend on the Eastward Side of such last-mentioned Line in the Parish, Township, or Place of *Kingston on Soar* in the said County of *Nottingham*, between the Points marked A and B thereon, without the previous Consent in Writing of the Lord of the Manor or reputed Manor of *Kingston on Soar* aforesaid for the Time being first had and obtained; nor shall any Deviation be made on the Westward Side of such Line through certain Closes of Land situate in the Parish, Township, or Place of *Sutton Saint Michael* in the said County of *Nottingham*, and marked on said Map or Plan so to be authenticated as aforesaid with the Nos. 36. and 37., nor to take the Farm House, or any of the Out-buildings, Yards, Gardens, or Orchard, marked No. 38. in the said Map or Plan, notwithstanding those Words appear in the Schedule

Schedule to this Bill, without the Consent of the Owner thereof for the Time being first had and obtained: Provided always, that it shall not be lawful for the said Company, in making the Diversion or Alteration herein-before authorized, to deviate from the Line delineated in the Map or Plan so to be authenticated as aforesaid with or without the Consent of the Owners and Occupiers of the Lands or any of them, to a greater Distance than One hundred Yards.

Passages to be made across the Railway in the Parish of Kingston as required by the Lord of the Manor.

LVII. And be it further enacted, That the said Company shall and they are hereby required, in making and constructing the said Railway, to construct and make and at all Times to maintain so many good and sufficient Passages over and across the said Railway as shall be required by the Lord of the Manor of *Kingston* aforesaid at that Part of the said Railway which will pass through the said Parish of *Kingston on Soar*, for the better Occupation and Enjoyment of the adjoining Lands; and that such Passages as last aforesaid shall be constructed and made by the said Company in such Places as the said Lord of the Manor, his Heirs or Assigns, or the Person for the Time being entitled to the Rents and Profits of the said last-mentioned Lands, shall direct and appoint.

Openings into Tunnels not to be made in public Highways.

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

Railways not to cross Turnpike Roads on a Level.

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

Railway to be screened from Turnpike Road.

LX. And be it further enacted, That in case the said intended Railway shall at any Time or Times hereafter, from its near Approach to any Turnpike Road, occasion Danger to the Travellers on such Road, in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for any Person or Persons to make Complaint thereof to any Two Justices of the Peace acting for the Limit where such Turnpike Road shall be, who shall summon the Clerk or Treasurer for the Time being of the said Company or One of the Directors thereof before them, to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then the said Company shall, within such Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them or their principal Engineer, Clerk, or other Officer, within such Time as shall be appointed by the said Justices, commence, and within such Time as shall be appointed by the said Justices complete, such Works in the Nature

Nature of a Screen, near to or adjoining the Sides of the sa[id Turnpike] by the said Road or of the said intended Railway, as shall be directe[d] on the said Justices, so as to prevent such Damage to Travellers u[p]t within the Turnpike Road; and in case such Company shall negle[ct] continue to Time appointed in that Behalf to commence or shall no[t] or shall not execute such Works until the due Completion thereof, [and] the said complete the same within the Time in that Behalf appoin[ted] which the said Company shall forfeit and pay for every Day during wh[ich] Completion Company shall not commence or shall not proceed in the [manner] be com- of such Works, or during which the said Works shall no[t be] the Sum pleted after the Time appointed for the Completion thereof, [Pound]s or of Twenty-five Pounds, to be recoverable by the Commissione[rs] Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by this Act.

Regulations as to crossing Highways, &c. on a Level.

LXI. And be it further enacted, That the said Railway shall not be made across any Street or Highway or public Bridleway or Footpath on the Level, without the previous Consent in Writing of some Two Justices of the Peace for the County acting for the Division within which the Street, Highway, Bridleway, or Footpath so to be crossed shall be situate; and where the said Railway shall cross any public Bridleway or Footpath in any other Manner than on the Level, the said Company shall make and maintain convenient Ascents and Descents, as the Case may be, to such Bridleway or Footpath: Provided nevertheless, that the said Company and all Persons and Corporations who may think themselves aggrieved by any Determination, Consent, or Refusual of Consent of the said Justices herein, shall have Power of Appeal in the same Manner and under the same Provisions and Restrictions as are ordered and directed in Cases of Appeal against stopping up and diverting Highways, by an Act passed in the Fifth and Sixth Years of the Reign of His present Majesty, intituled *An Act to consolidate and amend the Laws relating to Highways in that Part of* Great Britain *called* England. 5 & 6 W. 4. c. 50.

Surface of Railway when crossing Roads.

LXII. And be it further enacted, That where the said Railway shall cross any public Highway other than a Turnpike Road the upper Surface of such Railway shall not rise above nor sink below the Level of such Road more than One Inch.

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

LXIII. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road, the Span of the Arch of such Bridge shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space under every such Arch of not less than Thirty Feet, and the Arch or Opening of such Bridge to be of a Height from the Surface of such Road to the Centre of such Arch of not less than Sixteen Feet; and where the said Railway shall be carried over or across any public Carriage Road not being a Turnpike Road, the Span of the Arch of the Bridge erected for that Purpose shall be of such Width as to leave a clear Space under every such Arch of not less than Twenty-one Feet, and of a Height from the Surface of such Road to the Centre of such Arch

Arch of not
Bridge ove less than Fifteen Feet; and the Descent under any such
Feet, and o a Turnpike Road shall not exceed One Foot in Thirty
Feet: Prov ver any other public Carriage Road One Foot in Twenty
to be erecte ded always nevertheless, that with respect to the Bridge
over the T d by the said Company for carrying the said Railway
Arch or Turnpike Road leading from *Leicester* to *Uppingham* the
Surface of pening of such Bridge shall be of a Height from the
Eighteen F such Road to the Centre of such Arch of not less than
over the Tet; and also that in case the said Railway shall be carried
the Arch Turnpike Road leading from *Leicester* to *Melton Mowbray*
Height or Opening of such last-mentioned Bridge shall also be of a
ght from the Surface of such last-mentioned Road of not less
than Eighteen Feet.

Dimensions of Bridge at the Market Harborough Turnpike Road near Leicester.

LXIV. And whereas it is intended to carry the Turnpike Road leading from *Leicester* to *Market Harborough* over the said Railway in the Parish of *Saint Margaret* in or near the Borough of *Leicester* aforesaid by means of a Bridge, and it is desirable to guard against any Obstruction being thereby occasioned to the Traffic on the said Road; be it therefore enacted, That the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of the same Width as the said Road now is (including the Footpaths on each Side); and the Ascent of such Bridge shall not be more than One Foot in Thirty Feet; and a good and sufficient Fence, by a Parapet Brick Wall, shall be made and at all Times thereafter kept and continued and repaired by and at the Expence of the said Company on each Side of such Bridge, such Wall to be at least Fourteen Inches in Thickness, and not less than Six Feet above the Surface of the Road over such Bridge.

Regulating Ascent of Bridges for carrying public Roads over the Railway.

LXV. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road (other than the said Turnpike Road from *Leicester* to *Market Harborough*) over the said Railway, the Road over such Bridge shall be formed and shall at all Times be continued of such Width as to leave a clear and open Space between the Fences of such Road of not less than Thirty Feet; and where any public Highway, not being a Turnpike Road, shall be carried over the said Railway, such Space shall be not less than Twenty-one Feet, and in the Case of any occupation or private Carriage Road not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road shall not be more than One Foot in Thirty Feet, and with respect to any public Highway not being a Turnpike Road not more than One Foot in Twenty Feet, and with respect to any occupation or private Carriage Road not more than One Foot in Fifteen Feet; and a good and sufficient Fence shall be made and at all Times thereafter continued and repaired by and at the Expence of the said Company on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of the Road over such Bridge: Provided always, that in Case of the Fences to be erected on the Side of any Bridge for carrying over the said Railway the respective Turnpike Roads following, (that is to say,) the *Leicester* and *Melton Mowbray* Road, the *Leicester*

and *Uppingham* Road, the *Market Harborough* and *Loughborough* Road, the *Leicester* and *Welford* Road, and the *Leicester* and *Lutterworth* Road, such Fences shall be at the least Fourteen Inches in Thickness, and shall not be less than Six Feet above the Surface of the Road.

Construction of the Railway over the Road from Kingston to Kegworth Bridge.

LXVI. And be it further enacted, That the said Railway shall be carried over the Road or Highway leading from the Village of *Kingston* aforesaid to *Kegworth Bridge* in such Manner as the Lord of the Manor of *Kingston on Soar* for the Time being shall direct; and the said Company shall, at their own Costs, make and for ever afterwards maintain a good and sufficient Bridge over or Viaduct or Tunnel under or Passage across the said Railway, for the Purpose aforesaid, in such Manner as they shall be required by the Lord of the Manor of *Kingston on Soar* aforesaid; and such last-mentioned Bridge, Viaduct, Tunnel, or Passage shall be constructed to the Satisfaction of the said Lord of the Manor.

Company to keep in repair the Bridges and Viaducts over and under Turnpike Roads.

LXVII. Provided also, and be it further enacted, That during the Construction of the said Bridges or Viaducts over or under any Turnpike Road and the Works connected therewith, and after such Bridges or Viaducts and Works shall have been constructed, pursuant to the Directions herein contained, the said Company shall and they are hereby required, at all Times thereafter, to keep in repair the said Bridges or Viaducts and Works, and the retaining Walls (if any shall be required) for the Approaches to such Bridges or Viaducts; and such Approaches, and the Road over such Bridges or Viaducts, shall in the first instance be properly formed of good and sufficient Road Materials, by and at the Expence of the said Company, to the Satisfaction of the General Surveyor for the Time being to the Trustees of the several Turnpike Roads under or over which such Bridges or Viaducts shall be made, but the said Company shall not thereafter be required to repair or keep in repair such Road when once properly formed; and in case of any Want of Repair to the said Bridges, Viaducts, and other Works, or any of them, and Notice thereof be given to the said Company by or on the Behalf of the Trustees of any of such Turnpike Roads respectively, if the said Company shall not, for the Space of Twenty-one Days after the Service of such Notice, commence such Repair, and proceed therein with all reasonable Expedition until the same shall have been completed, it shall be lawful for the said Trustees to proceed to repair and make good the same, so that no Obstruction be caused to the said Railway in the Progress of such Repairs; and all the Costs, Charges, and Expences incurred by the said Trustees shall be paid, on Demand, by the said Company.

Provision for Injury to Roads.

LXVIII. Provided always, and be it further enacted, That in all Cases where, in exercise of the Powers hereby granted, any Part of any Carriage or Horse Road, either public or private, shall be found necessary to be gone across, cut through, raised, sunk, taken, or so much injured as to be impassable for Travellers, Passengers, or Carriages, or to the Persons entitled to the Use thereof, the said Company shall, at their own Expence, before any such Road shall be so gone

gone across, cut through, raised, sunk, taken, or injured as aforesaid, cause a good and sufficient Road (as the Case may require) to be set out and made instead of such Road so gone across, cut through, raised, sunk, taken, or injured, and such new Road shall be as convenient for Passengers and Carriages as the said Road so to be gone across, cut through, raised, sunk, taken, or injured as aforesaid, or as nearly so as may be, and shall cause such new Road to be put into good and substantial Order and Condition where the former Road cannot be more easily restored; and where the Road so gone across, cut through, raised, sunk, or passed over shall be a Turnpike Road, the substituted Road, if temporary, shall be so made, and the principal Road restored, within Six Calendar Months after the Commencement of such Operation; and the Railway, where it shall cross such Turnpike Road, shall be made and kept in repair so as to prevent Inconvenience or Obstruction to the Passage along such Turnpike Road; and in case the said Company shall not in manner aforesaid cause a good and sufficient Road to be set out and made before any such Road shall be so injured or prejudiced as aforesaid, or in case any Turnpike Road shall not be restored within Six Calendar Months after the Commencement of the Operation herein-before mentioned, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such good and sufficient Road shall be neglected to be made as herein-before directed, or during which such Turnpike Road shall not be restored after the Expiration of the said Six Calendar Months, the Sum of Twenty-five Pounds, which Penalty shall be recoverable from the said Company in such and the same Manner as any of the Penalties incurred by the said Company for which no special Provision is made by this Act; and in all Cases where in exercise of the Powers hereby granted any Part of any private Railway shall be intersected and crossed by the said Midland Counties Railway, such private Railway may be so intersected or crossed, but if the said Midland Counties Railway and such private Railway shall not be on the same Level, or if for any other Cause it shall be necessary to pass over or under such private Railway, the said Midland Counties Railway shall, at the Expence of the said Company, be made to pass over or under such private Railway, or the said private Railway shall, at the like Expence, be made to pass over or under the said Midland Counties Railway where such Intersection shall take place, and all the necessary Bridges, Viaducts, Tunnels, and Archways, and the Approaches thereto, shall be made and kept in repair by the said Company; and if the said Company shall deem it expedient to divert any Part of such private Railway, in such Case (save and except where the same is an Inclined Plane and is worked by a stationary Engine) it shall be lawful for the said Company to make such Diversion, provided that in making the same due Regard be had to the Interest and Convenience of the Persons entitled to the Use of such private Railway: Provided also, that the Gradients or Inclinations and the Curves of any Part of such private Railway so diverted or interfered with, or the Length of such private Railway, be not thereby increased further than may be unavoidably necessary, and that the Continuity thereof be not severed until the diverted or new Portion so to be made shall have been completed for the passing of Carriages and Horses thereupon; and all

all Expences whatsoever attendant and consequent upon the Diversion of such private Railway, and upon the making and completing of such new Portion of Railway, and also the Expence of all the Approaches and Works necessary or incident to any such crossing of the said private Railway by the said Midland Counties Railway, as well as all Damages and increased Expence in the Use and working of such private Railway, sustained by the Proprietor, Owner, or Person entitled to the Use of such private Railway, or by any other Person, by reason of such Crossing, Diversion, or Interference as aforesaid, shall be paid and compensated by the said Company; and in case of Dispute as to the Amount of such Payment and Compensation, the same shall be ascertained and settled in the same Manner as Compensations and Disputes relating to Mines and Minerals are directed by this Act to be ascertained and settled.

Where the Railway crosses public Highways on a Level Company to erect Gates.

LXIX. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway on a Level the said Company shall erect and at all Times maintain good and sufficient Gates across such public Highway at the Point where it shall be crossed by the said Railway, all which Gates shall be constantly kept shut by some Person to be appointed by the said Company (and which Person the said Company are hereby required to appoint under a Penalty of Ten Pounds for each Default), except during the Times when Horses, Cattle, or Carriages passing along such public Highway shall have to cross the said Railway, and then the same Gates shall be opened for the Purpose only of letting such Horses, Cattle, or Carriages pass through; and the Person intrusted with the Care of such Gates shall cause every such Gate to be shut as soon as such Horses, Cattle, or Carriages shall have passed through the same, under the Penalty of Five Pounds for every Default therein.

Company to erect Gates, Bridges, Drains, &c. for Protection of adjoining Lands.

LXX. And be it further enacted, That the said Company shall, at their own Expence, forthwith make, erect, and set up, and from Time to Time maintain and support, such and so many convenient Gates in and upon or adjoining the said Railway, and also all such Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages over or under or by the Side of or leading to or from the said Railway, as Two or more Justices of the Peace acting within their Jurisdiction shall, upon the Application of the Owner or Occupier of any Lands, Mines, or Minerals, judge necessary and appoint, (in case there shall be any Dispute about the same,) for the Use of the Owners or Occupiers of Lands, Mines, and Minerals through which such Railway shall be made, or for protecting the said Lands from Trespass, or from being flooded or damaged by Water, or the Drainage thereof being impeded or prejudiced further or in any greater Degree than would have been the Case if the said Railway and Works had not been made, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway, or any other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be supported, maintained, and kept in sufficient Repair and Condition by the said Company; and

and for the Purpose of enabling the said Company to form, make, erect, and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain and support the same, the said Company, their Agents and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining the said Railway, and to load and carry the Materials for making and repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, doing as little Damage as may be to the same, and making Compensation for such Damage as may be thereby occasioned, in manner herein-before provided for in Cases of Disputes as to the Amount or Value of Damages, where the Amount of Damages claimed does not exceed Twenty Pounds; and in case the said Company shall refuse or neglect to make, erect, or set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or to maintain or support the same or any of them when erected, set up, and made in manner aforesaid, for the Space of Thirty Days next after the Time to be appointed for those Purposes respectively by such Justices, then and in every such Case it shall be lawful for the Owners or Occupiers of the said Lands, Mines, or Minerals who shall find themselves aggrieved by such Neglect or Refusal, to make, erect, and set up such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made, erected, and set up as aforesaid, and to maintain, repair, and support the same, and from Time to Time as Occasion shall require, so that in making and maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway, or any Buildings or other Things hereby authorized to be made or constructed by the said Company, shall not be obstructed or injured for any longer Space of Time or in any other Manner than shall be absolutely necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices (in case of Dispute), shall be repaid to the respective Owners or Occupiers of the said Lands, Mines, or Minerals who shall have so erected and made, repaired, or maintained such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Fourteen Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered and made thereof to and from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices shall and they are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), after deducting the reasonable Charges of making such Distress and Sale, to be settled by the said Justices; or the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law, to be commenced and prosecuted in such

such Manner as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in any Place or Manner at or in which the same would, if so erected or made, prevent, hinder, or obstruct the working or using of the said Railway.

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

LXXI. Provided always, and be it further enacted, That if the Owners or Occupiers of any Lands through which the said Railway shall be made, or of the Mines or Minerals under or near to such Lands, shall at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages respectively which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use and Occupation of the respective Lands through which the said Railway shall pass, or of the Mines or Minerals under or near to such Lands, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request in Writing made to them, or in case of their Refusal for the Space of Ten Days next after such Request then with the Consent of the said Justices given after Summons to the said Company, and due hearing of their Objections, to make, fix, and erect, at the Costs and Charges of such Owner or Occupier, any other Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, of the same or like Construction or Form with those made and erected by the said Company, in, upon, along, over, under, or near to the said Railway, in such Places as shall be found and adjudged most necessary and convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands, and to repair and support the same at the Costs and Charges of such Owners or Occupiers, as Occasion shall require, so that the Passage through or along the said Railway be not prevented or obstructed thereby.

Owners not entitled to cross the Railway after having received Compensation in lieu of Gates, Bridges, &c.

LXXII. Provided always, and be it further enacted, That in every Case in which the Owner of any Lands or other Person by this Act capacitated to convey shall in their Arrangements with the said Company have received or agreed to receive Compensation for Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, or Passages, instead of the same being erected or formed by the said Company, for the Purpose of facilitating the Passage to or from either Side of the Lands severed or divided by the said Railway, it shall not be lawful for such Owners, or those claiming under them, to pass and they shall for ever be prevented from passing or crossing the said Railway from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge, Arch, or Culvert to be erected at the Charge of such Owners.

For fencing off Railway through private Lands.

LXXIII. Provided always, and be it enacted, That the said Company shall and they are hereby empowered and required, at their own proper Charges, after any Land shall be taken for the Use of the said Railway and other Works, to divide and separate, and keep constantly divided and separated, from the Land adjoining to such Railway

Railway or other Works, with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Land adjoining to such Railway and other Works, or any of them respectively, shall at any Time in Writing require the same to be fenced off, or in case the said Company shall think proper to fence off the same instead of Gates being erected as aforesaid; and the said Company shall also make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, Limitations, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually, to all Intents and Purposes, as if the said Powers, Provisions, Directions, Limitations, and Regulations were here repeated and enacted with respect to such Fences, Gates, and Stiles.

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

LXXIV. And be it further enacted, That the said Company shall and they are hereby required, at their own proper Costs and Charges, to make or cause to be made such Arches, Tunnels, Culverts, Drains, or other Passages, over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or keeping up the same to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall be deprived of Access to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, or Streams of Water as would have supplied the Cattle of such Person if the said Railway had not been made, or from any other Source or Feeder which can readily and lawfully be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required, from Time to Time, to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, and across any Lands thereunto adjoining, of such Dimensions and in such Manner, and with such proper and convenient Bridges over and Tunnels under the same respectively, as any Two or more Justices of the Peace acting within their Jurisdiction shall from Time to Time judge necessary and appoint (in case there shall be any Dispute about the same), for the Purpose of conveying Water from such Rivers, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, scoured, and kept in good and sufficient Repair by the said Company; and if at any Time after Twenty Days Notice in Writing shall, by or on behalf of any Owner or Occupier of any Land adjoining or lying near to the said Railway, be given to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according

cording to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace acting within their Jurisdiction, from Time to Time, as often as there shall be Occasion, (and the said Justices are hereby authorized and empowered, at their Discretion, to make and grant such Orders as aforesaid,) enabling such Person to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, or other Passages accordingly; and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Ten Days after Demand thereof made upon the said Company, or upon their Clerk or Treasurer, and Service of a Copy of such Order, such Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

Owners, &c. of Lands and Mines may make private Railways communicating with the Midland Counties Railway.

LXXV. And be it further enacted, That it shall be lawful for the Owners or Occupiers of Lands, Mines, or Minerals adjoining or near to the said Railway, or of any Lands, Mines, or Minerals the Products whereof such Owners or Occupiers may desire to carry to or across the said Railway, and for any Person entitled or hereafter to be entitled to the Use of any private Railway made or hereafter to be made, for or which he may be desirous of adapting to the Purposes aforesaid, and for any other Person whomsoever, at his own Expence, (except as herein-after mentioned in respect to the Bridges, Viaducts, Tunnels, or Archways,) to lay down or extend, either upon his own Lands or on Lands on the Sides thereof belonging to the said Company, or upon the Lands of any other Persons with the Consent of such other Persons, any collateral or continuous Branch from such respective Lands, Mines, Minerals, or private Railway to communicate with such Midland Counties Railway for the Purpose of bringing Carriages upon or across the same; and in all Cases where any existing private Railway, being on the same Level with the said Midland Counties Railway, now crosses or intersects the Line of the said last-mentioned Railway, the Persons entitled to the Use of such private Railway shall be entitled and may require to have proper and convenient Openings, at or as near as may be to the present proposed Point of Intersection, in the Rails, Ledges, or Flanches of the said Midland Counties Railway, made and continued by and at the Expence of the said Company; and as to private Railways hereafter to be made, whether on the same Level with the said Midland Counties Railway or otherwise, such Openings, and also all Bridges, Viaducts, Tunnels, and Archways, and the Approaches thereto, which may be necessary for conveniently crossing the said Midland Counties Railway, may be required by the Person entitled to the Use of such private Railway to be made, with proper and convenient Approaches, at the joint and equal Expence of the said Company and the Person requiring the same; so as to enable all Persons entitled to use such respective private Railways to cross and communicate with

the said Midland Counties Railway; and it shall be lawful for the Persons entitled to the Use of such respective private Railways to cross the said Midland Counties Railway, and thence to proceed along any Continuation of such private Railway, or to form a Junction with the said Midland Counties Railway, for the Purpose of conveying and carrying, and to convey and carry, on, to, from, across, or along the same or any Part thereof, the Coal, Minerals, or other Products brought along any of the said respective private Railways, and in like Manner to convey and carry any such Coal, Minerals, or other Products from the said Midland Counties Railway into and along such respective private Railways; but all the Openings and Communications, Bridges, Viaducts, Tunnels, and Archways so to be made into, over, or under the said Midland Counties Railway, for the Purposes aforesaid, shall be so made at such Places as may, so far as shall be practicable, be most convenient to all the Parties interested, and as may least interfere with the Passage along the said Railway, and so as not to endanger the Safety of Persons using or travelling upon the said Railway; and the said Company shall not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so existing or to be made by any such Owner or Occupier or Person as aforesaid, nor for crossing such Railway: Provided always, that the said Company shall not be bound to make any such Opening in any Places where they shall have erected, built, made, or set up any Building, Steam Engine, Works, Machinery, Station, or Yard, or in any Place which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane, nor in any Tunnel; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company, as to the proper Places for making any such Opening as aforesaid, then the same shall be left to the Decision of any Two Justices of the Peace acting within their Jurisdiction, whose Determination, and after the Examination of such competent Witnesses as may be produced before them, shall be binding; and such Justices are hereby authorized and required to take cognizance of all such References, and to act therein accordingly: Provided also, that the Person making or using such Branch Railways to communicate with the said Main Railway shall be subject to all such Bye Laws with respect to Traffic upon the said Main Railway as shall be from Time to Time made by the said Company or the Directors thereof.

Act not to prevent the Owners of Land to make Communications across the Railway.

LXXVI. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner or Occupier of any Lands, Mines, or Minerals, who would or might have been entitled, if this Act had not passed, to make any private Railway to or across the Line of the said Midland Counties Railway, from making any Railway, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such Railway, Bridge, or Culvert so made by him, for the Benefit of himself and of all other Persons to whom he may from Time to Time give Leave, so that such Railway, Bridge, or Culvert do no Injury to and do not prevent the free Passage upon the Railway hereby authorized to be made by the said Company: Provided

Provided nevertheless, that in case any Damage or Obstruction shall be thereby or by the Want of Repair thereof, done or occur to or in the Railway or Works by this Act authorized to be made by the said Company, or to any Person travelling thereon, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners for the Time being of the Land for whose Benefit any such other Railway, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, in case the same shall not exceed the Sum of Twenty Pounds, but if the same exceed Twenty Pounds, by Action of Debt or on the Case, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Company empowered to purchase Lands for Wharfs, &c.

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

Company authorized to sell any of such Lands, and afterwards to purchase other Lands for the same Purpose.

LXXVIII. And be it further enacted, That it shall be lawful for the said Company to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, Staiths, waiting, loading, and unloading Places, Warehouses, and other Buildings and Conveniences, as herein-before authorized, or such Parts of such Lands as the said Company shall think proper, and in such Manner and for such Considerations and to such Persons as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchaser thereof, and again

again to purchase other Lands which the said Company may deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same in manner herein-before mentioned, and so from Time to Time as the said Company shall deem proper, so that the total Number of Acres to be purchased and held by the said Company for the Purposes last herein-before mentioned shall not exceed at any one Time the Number of Acres for those Purposes expressly specified or allowed in this Act.

Company restrained from purchasing more than Fifty Acres from incapacitated Persons.

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

Limiting the Land to be taken for Stations and for procuring Materials in the Parish of Kingston.

LXXX. Provided always, and be it further enacted, That nothing in this Act contained shall extend to permit or authorize the said Company to take and appropriate in the said Parish of *Kingston on Soar*, under the Powers of this Act, any greater Quantity of Land for a Station than Half a Statute Acre, and that such Station shall only be at or adjoining the aforesaid Highway leading from *Kingston* to *Kegworth*, or to authorize the said Company to make or burn any Bricks in the said Parish of *Kingston on Soar* without the Consent of the Lord of the Manor aforesaid, except upon such Lands as may have been purchased for the Purposes of the said Railway, and for the Purpose only of Works to be performed by the said Company in

the said Parish: Provided always, that nothing herein contained shall extend to authorize the said Company to take or use any Lands in the Parish of *Kingston on Soar* other than such Lands as are required for the Line of the said Railway and the said Station, nor to enter upon any Lands in the said Parish for the Purposes of procuring Earth and Materials from such Lands, or of laying or depositing thereon any Earth, Clay, or other Materials which may arise from excavating the said Railway, or which may be required in the Construction thereof; except that the said Company may deposit Materials temporarily on the Lands within Twenty Yards on each Side of the Land to be taken for the Railway, and within Fifty Yards thereof at the Spot where it crosses the Highways in the said Parish of *Kingston on Soar*, the said Company making full Compensation for all Damage or Injury done or occasioned thereby, according to the Provisions of this Act.

Deficiencies in Land Tax to be made good by the Company.

LXXXI. And whereas by reason of taking down Houses and Buildings, and making Alterations, in pursuance of this Act, there may be Deficiencies in the Assessments for Land Tax in the several and respective Parishes or Townships herein described; be it therefore enacted, That the said Company shall, from and after the said Company shall become seised and possessed of any Premises charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of the Land Tax), be subject and liable from Time to Time to pay and make good, to or in aid of the said Parish or Township, out of the Monies to arise by virtue of this Act, all such Sum and Sums of Money as shall be deficient in the said several Assessments for Land Tax within any such Parish or Township, by reason or means of taking down or using for the Purposes of this Act any Houses, Buildings, and Premises liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act; and the Treasurer, Collector, or Receiver to be appointed under this Act shall be and is hereby authorized and required to pay all such Assessments, on Demand thereof, to the Collector or Collectors of the Assessments.

Company not to claim Mines under the Railway.

LXXXII. Provided always, and be it further enacted, That nothing herein contained shall extend or be construed to extend to give to the Company any Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals under any Land taken or purchased by the said Company under the Provisions and Powers of this Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, or other Mines or Minerals as shall have been made the Subject of Compensation, and may be necessary to be dug or carried away or used for the Purposes of this Act, and shall be found within the Depth marked at the respective Places on the Line of the Section herein-before mentioned and referred to, (unless the said Mines shall have been expressly purchased, and conveyed by the Owner thereof to the said Company,) but all such Mines and other Minerals, except as aforesaid, shall be deemed to be excepted out of such Purchase, unless

unless otherwise expressly stipulated in the Deed of Conveyance, and may (subject to the Restrictions herein-after contained for the Purchase thereof by the said Company) be worked by the Owners, Lessees, or Tenants thereof, under the said Lands, or the Railway or other Works of the said Company, as if this Act had not passed, but so nevertheless as that such Mines are worked fairly in the usual and proper Manner, and no Damage be wilfully done to the said Railway or other Works.

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

LXXXIII. Provided always, and be it further enacted, That when and so often as the Owner, Lessee, or Tenant of any Mines of Stone, Coals, Slate, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Twenty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Owner, Lessee, or Tenant shall give Notice in Writing to the said Company, under his Hand, of such Intention, at least Thirty Days before he shall begin to work such Mines, and upon the Receipt of such Notice it shall be lawful for the said Company to inspect or cause such Mines to be inspected by such Persons as they shall appoint, and to contract and agree with any such Owner, Lessee, or Tenant for the Purchase of and to purchase any such Mines or Minerals, or any Part thereof, the getting or working of which may appear to the said Company likely to prejudice or damage the said Railway or other Works; and in case the said Company shall be desirous of purchasing any such Mines or Minerals, or any Part or Portion thereof, the said Company shall give to the Owners or reputed Owners, Lessees, Tenants, or Occupiers thereof, a specific Notice in Writing, fully and particularly describing the Premises which the said Company shall so desire to purchase, take, use, or apply to or be left for the Purposes of the said Company, and the said Company shall also tender to such Owner or reputed Owner, Lessee or Tenant respectively, specific Sums for the Purchase of or in Compensation for their several and respective Rights and Interests, or such of them as may be so required, or as may be then capable of Ascertainment and Valuation, to or in such Mines or Minerals, or any Part or Portion thereof, and shall also then, or from Time to Time, as the Case may arise, and the Subject of Purchase or Compensation become capable of Ascertainment and Valuation, in like Manner give Notice, and tender specific Sums for the Purchase or Compensation for the same; and in respect of any Damage or Injury arising to any such Owners, Tenants, or other such Persons interested, and which shall not before have been made the Subject of Compensation and have been compensated, such Owners, Tenants, or Persons so interested may respectively, from Time to Time, when and as the same may arise, give Notice of and require and shall be entitled to recover full Compensation for all Damages sustained or to be sustained by such Owners, Lessees, and Tenants respectively, or which they respectively may (notwithstanding Compensation may have been previously made to them for other Interest therein) from Time to Time sustain, either by or in consequence of the Severance of any Mines or Minerals, or otherwise, or by reason of the said Mines or Minerals,

or

or any Part or Portion thereof, being purchased and left ungotten for the Support or Advantage of the said Railway, and also for all Costs, Damages, or Expences attendant on or incidental to the making from Time to Time of such additional Airways, Headways, Waterways, Gateways, and other Openings, Cuttings, or Works through the purchased Premises, or in, through, or to the Residue of the Premises not so purchased, as may be rendered necessary or convenient to the working or Enjoyment of the unpurchased Part thereof, lying on each Side of or under or near the said Mines or Minerals, or any Part or Portion thereof, which shall have been so purchased and required to be left for the Support or Advantage of the said Railway; and in case the said Company, or such Owner, Lessee, or Tenant, do not agree as to the Amount or Value of such Mines or Minerals and other the Premises, or as to such other Compensation as aforesaid, the same shall be ascertained and settled as is herein provided in respect to other Cases of Compensation or Purchase: Provided nevertheless, that in case the said Company do not before the Expiration of such Thirty Days declare their Desire to purchase the said Mines or Minerals, and do not within the further Space of Twenty Days treat and agree with such Owner, Lessee, or Tenant for the same, and do not, on failure of such Treaty, tender to such Owner, Lessee, or Tenant a specific Sum or specific Sums for the same, then it shall be lawful for the Owner, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, unless such Damage be wilfully done, or be caused by the working of the said Mines in an improper Manner.

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

LXXXIV. Provided also, and be it further enacted, That in case the said Company shall purchase any such Mines or Minerals under the said Railway, or within the Distance of Fifty Yards thereof, it shall be lawful for the respective Owners, Lessees, or Tenants of the adjoining Mines (such Owners, Lessees, or Tenants being the Owners, Lessees, or Tenants of the Mines on both Sides of the Mines so purchased,) to cut and make such and so many Airways, Headways, Gateways, Water Levels, or other Openings through the Mines or Strata so purchased by the said Company as may be requisite or convenient to enable such Owners, Lessees, or Tenants to ventilate, drain, work, get, and draw away the Mines and Minerals on each Side of the Mines or Minerals so purchased as aforesaid, doing thereby no Damage to the said Railway.

Power to settle Questions by Arbitration.

LXXXV. Provided always, and be it further enacted, That in case any Difference or Disagreement shall arise between the said Company and any Owner or Lessee, Tenant, Occupier, or other Person shewing an Interest in any Mines or Minerals over, through, under, or near to which the said Railway shall pass, and which may be required for the Purposes of this Act, and in respect of which Payment is hereby required to be made according to the Value thereof, or between the said Company and any Person or Persons who shall sustain any Damage or Injury by or in consequence of any thing

thing done or to be done in pursuance of this Act, or by the Neglect or Omission of any thing by this Act required to be done or performed, respecting the Value, Payment, or Compensation for the same, or otherwise on account thereof, and such Owner, Lessee, Tenant, Occupier, or other Person so shewing an Interest as aforesaid, or any of them, in respect of their respective Estates, Rights, or Interests, shall be inclined, and shall agree and consent, by Writing under their respective Hands, to settle the same by Arbitration, in lieu of the Mode herein appointed for the settling of Differences, such Matters in difference shall be referred to Three Arbitrators, One to be appointed by such Owner, Lessee, Tenant, Occupier, or other Person so interested as aforesaid, another by the said Company, and the Third by the Two Arbitrators so before appointed, within Twenty-one Days after Notice in Writing to be given by such Owner, Lessee, Tenant, Occupier, or other Person so interested as aforesaid to the said Company for that Purpose; and in case of the Death or Incapacity to act of any or either of the said Arbitrators, another shall be appointed in his Stead, by the Party by whom or in whose Behalf he was so appointed, or by the said Two Arbitrators appointed by the Parties, as the Case may be, within Twenty-one Days next after Notice thereof; and the said Arbitrators, or any Two of them, shall and they are hereby authorized and empowered, by Examination of Witnesses upon Oath (which Oath the said Arbitrators are hereby empowered to administer), and by other fit and proper Ways and Means, to hear, settle, and determine the Matter in question, and to make their Award therein, by Writing under their Hands or under the Hands of any Two of them; and in case either of said Parties shall not appoint an Arbitrator for the Purposes aforesaid within Twenty-one Days after being thereunto required by Writing to be delivered to the Party on whose Behalf any Arbitrator shall not have been appointed as aforesaid within the Time or Times herein-before limited for that Purpose, or if the Arbitrator appointed by or on behalf of either of the said Parties shall refuse or neglect to act in the Premises, or having acted shall refuse or neglect to proceed by the Space of Thirty Days, and in case no Third Arbitrator shall have been appointed by the said Two Arbitrators chosen by the said Parties, then such Matter may be settled and determined, as soon as conveniently may be, by the Arbitrator appointed by or on the Behalf of the other of the said Parties, and the Determination to be had and made by such One Arbitrator, as herein-before directed, shall be final and binding on both Parties; but if the Two Arbitrators shall have so far acted as to have named a Third Arbitrator, and either of such first-named Arbitrators shall neglect or refuse to act any further, then and in such Case the Matter may be settled and determined, as soon as conveniently may be, by the Arbitrator who shall not decline to act and such Third Arbitrator, and the Determination to be had and made by such One of the Two first-named Arbitrators and such Third Arbitrator shall be final and binding on both Parties; and the Costs and Charges incurred in and about such References, and the making of such Awards as aforesaid, shall be apportionable, paid and payable, and recoverable on such and the like Conditions and in such and the like Manner as is herein provided in Cases of Purchase or Compensation being settled and determined by a Jury;

a Jury; provided that in all Cases wherein the Power of Reference to Arbitrators lastly herein-before contained shall not be resorted to and carried into effect all Questions and Disputes concerning the several Matters and Things aforesaid (except where the Settlement and Adjustment thereof is herein otherwise provided for) shall be ascertained and settled by the Verdict of a Jury as is herein directed with respect to the Lands which may be taken for the Purposes of this Act.

Method of discovering when Mines are working under the Railway.

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

No Shaft to be sunk in the Railway.

LXXXVII. And be it further enacted, That no Shaft, Pit, or Quarry shall be dug, sunk, or made in or on the Line of the said Railway

Railway and Works, but it shall be lawful for any Owner, Lessee, or Tenant of any Mines or Works on each Side of the said Railway to pass, and use all such Ropes, Chains, Connection Rods, and other Matters as may be necessary for working the said Mines, in conformity with the Provisions of this Act, over, under, across, near, or by the said Railway, provided that by so doing such Owner, Lessee, or Tenant do not injure or damage such Railway or Works, or interrupt in any Manner the free Passage upon or along the same.

For preventing Damage or Injury to the Spring in Conduit Close, or Interruption to the Supply of Water therefrom to the Town of Leicester.

LXXXVIII. And whereas the said Railway is intended to pass through or over certain Lands situate in the Parish of *Saint Margaret* in or near the Borough of *Leicester*, called the *Conduit Closes*, in One of which there is a Spring from whence Water is conveyed by means of Pipes into the Town of *Leicester*, and it is expedient that due Precautions should be taken, in making the said Railway and the Works connected therewith, to prevent any Injury being thereby done to the said Spring, or any Interruption or Impediment made to the present Supply of Water therefrom into the said Town of *Leicester*; be it therefore enacted, That the said Company shall and they are hereby required to make and construct the said Railway in, through, over, or across the said Closes called the *Conduit Closes*, and also the necessary Excavation and other Works, Matters, and Things relating thereto or in anywise connected therewith, under the Direction, Control, and Superintendence of the Engineer for the Time being of such One of the following Waterworks Companies in or near *London* as the Mayor, Aldermen, and Burgesses of the said Borough of *Leicester* shall select, that is to say, the *New River*, *Chelsea*, or *West Middlesex*, in such Way, Manner, and Form, and subject to such Regulations, Variations, Orders, and Directions, as to such Engineer in his Discretion shall seem most proper or expedient for the Preservation of the said Spring, and the insuring a continual Supply of Water therefrom into the said Town of *Leicester* as heretofore, the Expence of such Engineer being borne by the said Company; and in case it shall unavoidably happen that any Damage or Injury shall be done to the said Spring, or if the present Supply of Water shall be diverted, lessened, or deteriorated by means of the said Railway, or of the Excavation or other Works belonging thereto, the said Company shall, at their own Expence, reinstate the said Spring, or restore the Supply of Water to the said Town from the same or other Sources; and that it shall be submitted and referred to the same or to one other of such Engineers for the Time being, at the Expence of the said Company, to order, determine, and settle as to the Mode and Manner of the Works requisite to be done for reinstating the said Spring, or for restoring the Supply of Water to the said Town as aforesaid from the same or other Sources, and also as to the Expence of substituting, altering, and keeping the Pipes in repair for the future, and as to the Bore, Construction, and Materials of such substituted or altered Pipes; which Order, Determination, and Settlement of such Engineer shall be final, binding, and conclusive upon all Parties, and shall be observed, performed, fulfilled, and kept by the said Company in every respect whatsoever.

LXXXIX. And

Company required to build Bridges for carrying the New Walk and certain Streets in Leicester over the Railway.

LXXXIX. And be it further enacted, That the said Company shall and they are hereby required, at their own Costs and Charges, to make, and at all Times for ever thereafter to maintain and keep in good and substantial Order and Repair, a Bridge to carry over the said Railway a certain Roadway or Walk in or near the said Borough of *Leicester* called "*The New Walk*," at the Place where the same is or will be intersected by the said Railway; also another Bridge, to carry over the said Railway an intended Continuation of a certain Street in or near the said Borough called or intended to be called *Princes Street*, at the Place where the same will be intersected by the said Railway; and also another Bridge at the End of a certain Street in or near the said Borough called *Regent Street*, to carry over the said Railway an intended Continuation of the said last-mentioned Street, at the Place where the same will be intersected by the Railway; the Materials of all such Bridges to be either of Brick, Stone, or Iron, as the said Company, at their Option, may think fit, and the Width of each such Bridges to be the same as that of the Roadway, Walk, or Street under which the said Railway shall be made; and each such Bridge shall be on a Level with the Surface of the Road, Walk, or Street, where the Cutting shall be sufficiently deep for that Purpose, but if not, then the Approaches to such Bridge shall not exceed One Foot in Thirty Feet; and all such Bridges, and the Roads over the same, shall from Time to Time be repaired and kept in repair by and at Expence of the said Company, together with the retaining Walls (if any shall be required) for the Approaches; and such Approaches shall in the first instance be paved or gravelled by and at the Expence of the said Company, but the said Company shall not thereafter be required to repair or keep the same in repair; and the Ground which shall be required for the Approaches to the said Bridges, except so much thereof as may actually form Part of a Street, shall be purchased and paid for by the said Company as other Lands under this Act; the Fences to such Approaches to consist of Walls or Parapets of Brick, Stone, or Iron, not less than Six Feet high and proportionate Thickness, and the Parapets of the said Bridges not to be less than Six Feet high.

Company required to build a Bridge over the Occupation Road between Regent Street and the Welford Turnpike Road.

XC. And be it further enacted, That the said Company shall and they are hereby required, at their own Costs and Charges, to make, and at all Times thereafter to keep in repair, a Bridge over the Occupation Road lying between *Regent Street* aforesaid and the *Welford* Turnpike Road, with proper Fences and other Works for supporting the same, the Span of such Bridge to be of the full Width of Thirty Feet, and the Materials to be of Brick, Stone, or Iron, at the Option of the said Company, and the Elevation of such Bridge to be such as shall be approved of by some Architect on the Part of the Mayor, Aldermen, and Burgesses of the Borough of *Leicester*; and in case of any Disagreement between such Architect and the said Company as to the said Elevation the same shall be submitted and referred to Two of His Majesty's Justices of the Peace having Jurisdiction where the said Bridge is proposed to be erected, whose Decision shall be conclusive; and the Height to the springing of the Arch shall be as great, and the Descent or Approaches to the said Bridge shall be as good, as the peculiar Nature of the Ground will

will admit; and in case of Disagreement it shall be referred, at the Expence of the said Company, to the Decision of Two Engineers, one to be appointed by the said Company, and the other by the said Mayor, Aldermen, and Burgesses; and if such Engineers shall not agree in the Premises the Matters in dispute shall be referred to a Third Engineer, at the Expence of the said Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final.

For making Bridges at Streets to be hereafter laid out.

XCI. And whereas the principal Part of the Lands or Grounds situate between the *New Walk* and the *Welford* Road aforesaid, in or near the said Borough of *Leicester*, belong to the said Mayor, Aldermen, and Burgesses of the same Borough, and it is *probable* that the same will be laid out as Building Land, and that other Streets besides those herein-before particularized will be formed therein; be it therefore enacted, That when the said Mayor, Aldermen, and Burgesses shall have agreed and determined upon the Manner in which the said Lands or Grounds shall be laid out and the Streets formed therein, the said Mayor, Aldermen, and Burgesses shall furnish and deliver to the said Company, or to their Engineer, Architect, or Surveyor, a Map or Plan, with the Site, Length, and Breadth of such Streets respectively marked and delineated thereon; and that when and as the said Streets respectively shall be duly dedicated to the Use of the Public as common Streets, if it shall be required by the said Mayor, Aldermen, and Burgesses that a Bridge or Bridges should be made over, under, or across any of such Streets where the same respectively may be intersected by the said Railway, it shall be referred to Two of His Majesty's Justices of the Peace having Jurisdiction where the said Lands lie to determine whether such Bridge or Bridges is or are necessary, whose Decision shall be final and conclusive; and if it shall appear to such Justices that a Bridge or Bridges is or are necessary, the said Company shall and they are hereby required, at their own Costs and Charges, to make and at all Times thereafter to keep in repair such Bridge or Bridges as the said Justices shall direct or appoint, with proper Fences and other Works for supporting the same, the Width of such Bridge or Bridges respectively to be of the full Width of the Street or Streets respectively for which the same may be required, and the Materials to be of Brick, Stone, or Iron, and the Dimensions of such Bridge or Bridges shall be as great, and the Approaches thereto shall be as good, as the peculiar Nature of the Ground will admit; and in case of Disagreement it shall be referred, at the Expence of the said Company, to the Decision of Two Engineers, one to be appointed by the said Company, and the other by the said Mayor, Aldermen, and Burgesses; and if such Engineers shall not agree in the Premises, the Matters in dispute shall be referred to a Third Engineer, at the Expence of the said Company, to be named as Umpire by the said Two Engineers, and the Decision of such Umpire shall be final.

Limiting Deviations in the Line over the Property belonging to

XCII. And be it further enacted and declared, That no Deviation shall be made in the Line of the said Railway as described in the Map or Plan deposited with the Clerk of the Peace for the said County of *Leicester*, so far as such Railway shall be made or carried

through or over the Lands belonging to the said Mayor, Aldermen, and Burgesses of the Borough of *Leicester*, commencing at or near the said Walk called the *New Walk*, and extending to *Regent Street* aforesaid; and that no further Deviation shall be made at or near the Occupation Road between *Regent Street* and the *Welford* Road aforesaid than may be rendered necessary by the Height of the Bridge to be made over such Occupation Road as aforesaid, and the Formation of the Descent or Approaches thereto; and also that no further or other Alteration or Deviation whatsoever shall be made in the Line of the said Railway described in the said Map or Plan, and intended to be made and carried through or over any other of the Lands belonging to the said Mayor, Aldermen, and Burgesses, which shall exceed Fifty Yards from the said Line already described in the said Map or Plan, without the previous Consent of the said Mayor, Aldermen, and Burgesses first had and obtained for that Purpose.

the Corporation of Leicester.

XCIII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, to fence off the said Railway on both Sides thereof, with Brick Walls not less than Six Feet high and Fourteen Inches in Thickness, so far as the Line of the said Railway shall extend or be carried between the *New Walk* aforesaid and the before-mentioned Occupation Road over which the said Bridge is herein-before directed to be made, which Wall shall be for ever maintained of the same Height and kept in repair by the said Company.

Company to fence off the Railway between the New Walk and the Occupation Road.

XCIV. Provided always, and be it further enacted, That all the Plaister and other Mines and Minerals (excepting Clay and Stone) which shall be found or discovered in the Execution of the Works hereby authorized in or under any of the Lands or Grounds belonging to the Mayor, Aldermen, and Burgesses of the said Borough of *Leicester*, shall, notwithstanding the Purchase under the Powers of this Act of the Land or Ground under which the same may lie, be still considered, deemed, and taken as the Property of and shall belong to the said Mayor, Aldermen, and Burgesses as fully and beneficially as if this Act had not been made, and shall be deposited and left for their Use on the Sides of the Excavation immediately without the Boundary Fence of the said Railway; and it shall not be lawful for the said Company to take, use, or appropriate, for the Purposes of this Act or otherwise, any such Plaister, Mines, or Minerals (except Clay and Stone) without a previous special Agreement with the said Mayor, Aldermen, and Burgesses for the Purchase thereof, distinctly and separately from their Interest in the Land.

Plaister and other Minerals (except Clay and Stone), found in the Execution of these Works, to belong and be reserved to the Corporation.

XCV. And whereas the Line of the said Railway passes through a Piece of Land or Common situate in the Parish of *Saint Mary* in or near the Borough of *Leicester* called the *Freemen's Piece* or *Freemen's Common*, belonging to the resident Freemen and Freemen's Widows of the said Borough of *Leicester*: And whereas it is considered desirable by the present Freemen of the said Borough of *Leicester*, that, in order to avoid (as far as may be) unnecessary Damage or Injury to the said Piece of Land or Common in the forming of the said Railway, a Tunnel or Archway should be made, by

Company required to make a Tunnel or Archway, and fence the cutting through the Freemen's Common at Leicester.

by and at the Expence of the said Company, in the deepest Part of the said Line of Railway, under the said Piece of Land or Common herein-before described, and that the Top of any open Cutting therein should be fenced in the Manner after mentioned; be it therefore further enacted, That the said Company shall and they are hereby authorized and required, if requested so to do by the said Freemen, or their Deputies or Agents, to make and construct, at their own Expence, a good and sufficient Tunnel or Archway under the said Piece of Land or Common called the *Freemen's Piece* or *Freemen's Common*, for a Space or Distance of One hundred Yards, in the deepest Part of the said Line of Railway, with proper Walls, Fences, and other Works and Conveniences for securing and supporting the same; and the said Company shall also, at their like Expence, fence in the Top of the Cuttings which shall be left open in the said Piece of Land or Common by means of a Quick Fence, and until the same shall be sufficiently grown up so as to form a Protection to Cattle to the Satisfaction of the said Freemen, their Deputies or Agents, a stout Railing, with strong Posts and Four horizontal Bars across the same, shall be furnished and provided and kept in repair by and at the sole Expence of the said Company, to the Satisfaction of the said Freemen or of their Deputies or Agents.

Plaister and other Minerals (except Clay and Stone), found in the Execution of these Works, to belong to the Freemen.

XCVI. Provided always, and be it further enacted, That all the Plaister and other Mines and Minerals (excepting Clay and Stone) which shall be found or discovered in the Execution of the Works hereby authorized in or under the said Piece of Land or Common called the *Freemen's Piece* or *Freemen's Common*, or in or under so much thereof as shall be taken or used by the said Company, shall, notwithstanding the Purchase under the Powers of this Act of the Land under which the same may lie, be still considered, deemed, and taken as the Property of and shall belong to the resident Freemen and Freemen's Widows of the Borough of *Leicester*, as fully and beneficially as if this Act had not been made; and it shall not be lawful for the said Company to take, use, or appropriate, for the Purposes of this Act or otherwise, any of such Plaister, Mines, or Minerals (except Clay and Stone), without a previous special Agreement with the said Freemen or their Deputies or Agents for the Purchase thereof, distinctly and separately from their Interest in the Land.

For protecting the Derby Canal, and regulating the Construction of the Bridges over the same and the Repairs thereof.

XCVII. And whereas the said Railway may be carried over the *Derby* Canal Navigation by means of a Bridge or Viaduct, Bridges or Viaducts: And whereas it is expedient to provide against the Injury or Damage that may be occasioned thereby to the free Navigation of the said Canal; be it therefore enacted, That wherever the said Railway Company shall be authorized by this Act to cross or pass over the said *Derby* Canal the said Railway Company shall and they are hereby required, at their own Expence, to build in a proper Manner, and to the Approbation of the Engineer or Superintendent for the Time being of the *Derby* Canal Company, a good, firm, and substantial Bridge or Viaduct, Bridges or Viaducts, of Brick, Stone, or Iron, with good and sufficient Parapet Walls, over the said Canal and the Towing Path thereof, with proper Approaches thereto respectively, and of the following Dimensions, (that is to say), the Opening

Opening or Space of the respective Arches of the said Bridges or Viaducts shall not be less than Twenty-six Feet between the Walls or Abutments thereof, and in all the Bridges or Viaducts which may be made over the said *Derby* Canal the Spring of the respective Arches shall commence at a Point not being less than Six Feet above the Surface of the Towing Path of the said *Derby* Canal, and the under Side of the Middle of the said respective Arches of every such Bridge shall not be less than Ten Feet in Height above the Surface of the Water, according to the usual Water Level thereof; and the said Railway Company shall, at their Expence, at all Times for ever after such Bridge or Viaduct, Bridges or Viaducts, shall be erected, keep the same, and any future Bridge or Viaduct, Bridges or Viaducts, to be erected in lieu thereof, and which shall respectively be of the like Dimensions, Capacity, and Materials as are hereinbefore mentioned, in good and complete Repair; and in case of any Want of Repair to the said Bridge or Viaduct, Bridges or Viaducts, and Notice thereof being given by any Agent of the said *Derby* Canal Company to the said Railway Company, their Agent or Clerk, if the said Railway Company shall not for the Space of Seven Days after such Notice commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said *Derby* Canal Company from Time to Time to make all such Repairs in the said Bridge or Viaduct, Bridges or Viaducts, as they may think necessary, and all the Expences thereof shall be repaid by the said Railway Company to the said *Derby* Canal Company, upon Demand made by or on their Behalf; and in default of such Payments any Two or more of His Majesty's Justices of the Peace for the said County of *Derby* shall and they are hereby required, on Application by the said *Derby* Canal Company, or their Clerk or other Person authorized by them, by Warrant under the Hands and Seals of the said Justices, to cause the Amount of such Expences, which shall be first settled and allowed by such Justices, to be levied by Distress and Sale of the Goods and Chattels of the said Railway Company, and to be paid to the said *Derby* Canal Company, their Agent or Clerk, rendering the Overplus (if any), upon Demand, after deducting the reasonable Charges of making such Distress and Sale, to the said Railway Company; or otherwise the said *Derby* Canal Company shall and may sue for and recover the said Expences of all such Repairs, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

For preventing Obstruction to the Navigation of the Derby Canal.

XCVIII. And be it further enacted, That during the Progress of constructing the said Bridge or Viaduct, Bridges or Viaducts, over the said *Derby* Canal Navigation, and of the necessary Repairs or Renewal thereof, no Obstruction shall be occasioned to the Boats, Barges, or other Vessels passing along the said *Derby* Canal, or to the Horses towing or drawing the same or otherwise, but that at all Times during such Erection or Repairs an open uninterrupted navigable Waterway in the said Canal shall be maintained and kept, by or at the Expence of the said Railway Company, of not less than Sixteen Feet in Width during the Time of constructing and putting in the Foundation Walls of

of the Abutments of the said Bridge or Viaduct, Bridges or Viaducts, and of the new Towing Path or Paths along the same (and which Time shall not exceed Twenty Days), and that the present Towing Path or Paths, and the Wall or Walls of the same, be erected, and the Ground made good and perfectly gravelled, and open for the free Passage of Horses under such Bridge or Viaduct, Bridges or Viaducts.

Regulating the Works of the Railway in case of a Diversion.

XCIX. And be it further enacted, That in case the said Railway Company shall alter or divert any Part or Parts of the present Line or Situation of the said *Derby* Canal or Towing Path, and make a new Cut or Cuts and a new Towing Path or Towing Paths in lieu thereof, as respectively laid down in the said Plans, every such new Cut and Towing Path shall be made and fenced off by and at the Expence of the said Railway Company, to the Satisfaction of the Agent or Superintendent for the Time being of the said *Derby* Canal Company, and the Land forming every such new Cut and Towing Path shall, from and after the same shall have been formed, belong to and be the Property of the said *Derby* Canal Company, and be duly conveyed to them accordingly whenever required, at the Expence of the said Railway Company, every such new Cut and Towing Path to be respectively of the same Dimensions as the present Canal and Towing Path respectively now are; and every such intended Cut, in its Junction with the Remainder of the said *Derby* Canal, shall at each End be curved and formed to the Satisfaction of the said *Derby* Canal Company; and the said Railway Company shall also, at their own Expence, make and maintain sufficient Arches, Culverts, Drains, and Passages under, by the Side of, or into each such new Cut and the Feeders communicating therewith respectively, so as not to impound the Water upon the Land adjoining the same, and also shall make proper and convenient Watering Places for Cattle, where, by means of any such new Cut or other Works hereby authorized to be made, Cattle shall have been deprived thereof.

Railway not to obstruct the Derby Canal, nor to injure the Locks of the Canal by Deviation from the Line laid down, without Consent.

C. And be it further enacted, That the said Railway Company shall not, in the erecting any Bridge or Viaduct, Bridges or Viaducts, nor by means of any Bridge or Viaduct, Bridges or Viaducts, when erected, nor in the Repair thereof, nor in the Erection of any future or other Bridge or Viaduct, Bridges or Viaducts, in lieu thereof, contract the Width of the said *Derby* Canal or the Towing Paths thereof respectively, nor obstruct the Navigation of the said Canal, nor divert, intercept, cut off, take, use, or diminish any of the Waters thereof, or which may be taken for the Use of or which now supply the said Canal, nor interfere with or injure any of the Works of the said Canal, nor take or use any of the Lands or Buildings belonging to the said *Derby* Canal Company, or which they are or may be authorized or entitled to take under or by virtue of the Act for making the said *Derby* Canal, otherwise than is herein mentioned; and it shall not be lawful for the said Railway Company, in erecting any Bridge or Viaduct, Bridges or Viaducts, or otherwise, to deviate from or alter the Line of the said Railway as laid down in the Plans lodged with the Clerks of the Peace for the several Counties or Places through which the said Railway is intended to pass, by which Deviation

tion any of the Locks, Ponds, Towing Paths, Bridges, Banks, Slopes, or Feeders, or any other Works belonging to the said *Derby* Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, otherwise than is herein authorized; nor shall the said Railway Company alter the Level of the said Canal or the Towing Path thereof otherwise than is marked or delineated in the said Plans or hereby authorized, without the Consent in Writing of the said *Derby* Canal Company, under their Common Seal, first had and obtained.

Damages to be paid by the Company for obstructing the Derby Canal.

CI. And be it further enacted, That if by reason or in execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of any Bridge or Viaduct, Bridges or Viaducts, to be erected by virtue of this Act, or if by any Act or Neglect of the said Railway Company, or of any of their Agents, Servants, or Workmen, the said *Derby* Canal Navigation or the Towing Path thereof respectively, in their present State or any altered State under the Authority of this Act, shall be so obstructed as that Boats, Barges, or other Vessels, or the Horses towing or drawing the same, cannot pass or shall be impeded in the Passage along the same, and as often as the free Navigation of the said Canal shall be obstructed by the said Railway Company, or any of their Agents, Servants, or Workmen, then and in any or either of the said Cases the said Railway Company shall pay to the said *Derby* Canal Company, as or by way of ascertained Damages, the Sum of Forty Shillings for every Hour during which such Obstruction shall continue; and in default of Payment of the said Sum or Sums, on Demand made of the Treasurer or any Officer of the said Railway Company, the said *Derby* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster:* Provided always, that the Recovery by or Payment to the said *Derby* Canal Company of such Sum or Sums of Money as last aforesaid shall not in anywise prejudice, lessen, or affect the Right of any other Body Corporate or Bodies Corporate, or Person or Persons, to sue for and recover any Damages they or any of them may sustain in any or either of the Cases aforesaid; and in case the said Bridge or Viaduct, Bridges or Viaducts, over the said *Derby* Canal and Towing Paths, or any Part thereof, or the Towing Path Wall or Towing Path Walls under the said Bridge or Viaduct, Bridges or Viaducts, or the Approaches, Sides, Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof respectively, shall not at all Times be kept in good, firm, and substantial Repair, it shall be lawful for the said *Derby* Canal Company to do such Repairs as they may think necessary, the said *Derby* Canal Company having first given Seven Days Notice to the said Railway Company to repair, and the said Railway Company not having repaired pursuant to such Notice, and to recover the Amount of the Expences from the said Railway Company, with full Costs, in like Manner as is herein-before directed respecting the said Bridge or Viaduct, Bridges or Viaducts, over the said *Derby* Canal and Towing Paths.

Saving the Rights of the Derby Canal Company.

CII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the said *Derby* Canal Company in and by the Acts of Parliament relating to the said *Derby* Canal, but saving and reserving to the said *Derby* Canal Company all the Rights, Privileges, Powers, Authorities, and Provisions in the said Acts or either of them contained, as if this Act had not been passed; save and except as is herein-before provided for.

Special Damage not herein provided for may be recovered by the Derby Canal Company.

CIII. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent the said *Derby* Canal Company from recovering against the said Railway Company any special Damage not herein provided for that may be sustained by them on account of any Acts or Defaults of the said Railway Company, but the said *Derby* Canal Company are hereby authorized to sue for and recover such special Damage accordingly.

Railway not to impede the Navigation of the River Trent.

CIV. Provided nevertheless, and be it further enacted, That nothing in this Act contained shall extend or be construed to extend to authorize or empower the said Company of Proprietors of the said Railway, or any of their Agents, Servants, or Workmen, to alter, divert, or obstruct the Course or Channel of the said River *Trent*, or of any Rivers, Streams, Canals, Cuts, Aqueducts, or Dams communicating therewith, or to destroy or injure any Weirs, Abutments, Flood Gates, Haling Paths, or other Works belonging to the Company of Proprietors of the River *Trent* Navigation, without the Consent of the said Company, or their Clerk and Surveyor for the Time being, save and except for the Purpose of carrying into effect the Powers and Authorities given by this Act, and subject in that respect also to the Conditions, Stipulations, and Restrictions herein-after mentioned, and doing as little Damage thereby as may be, and making full Satisfaction to the said Company of Proprietors of the River *Trent* Navigation for all Damages sustained by reason thereof, in manner herein mentioned with respect to Damages sustained by any other Persons; and that the Railway and Bridge proposed to be made, under the Authority of this Act, over or across a certain Cut or Canal communicating with the said River *Trent*, and called the *Cranfleet Cut*, shall pass over the said *Cranfleet Cut* at least as low as the present Stop Gates in the said Cut, and so that the Western Side of the said Bridge shall not be nearer to the Mouth of the said *Cranfleet Cut* than the said present Stop Gates; and that the said Railway shall proceed thenceforward over the said River *Trent* by means of a Bridge to be built by the said Company of Proprietors of the said Railway below the present Weir called the *Soar-mouth Weir*, or at all events not nearer to the Mouth of the River *Soar* than the said Weir is now situated; and that the said intended Bridge over the said Cut called the *Cranfleet Cut* shall have at least Seventeen Feet Waterway, and a Haling Path Seven Feet wide under the Bridge, with a clear Headway of Seven Feet to the said Haling Path for the whole Breadth and Length thereof; and the Centre of the Arch of the same Bridge shall be at least as high as the Arch of the present Occupation Bridge near

Regulating the Construction of the Bridge across the Cranfleet Cut, &c.

near the said Stop Gates, and as much higher as the Level of the said Railway where it crosses the said *Cranfleet Cut* will admit of; and that the Arches of the said intended Bridge over the said River *Trent* shall not be less in Number than Three, each of such Arches having a Span or Waterway of One hundred Feet at the least, and having not less than Fifteen Feet in Height clear above the highest Part of the uppermost Side of the Top Sill or Overfall of the said present *Soar-mouth Weir;* and the said Bridge and the Arches thereof shall be made of such Construction and Form as to give and afford the greatest clear Way and Space for the Passage of Water and Vessels that may be consistently with the Security and Stability of the said Bridge; and for the better effecting that Object the said Railway Company or their Engineer shall, Forty Days at least before the Erection of the said Bridge over the said River *Trent* shall be commenced, deliver to the said Company of Proprietors of the River *Trent* Navigation, or to their Engineer or Clerk, accurate Plans and Sections of the said intended Bridge, and of the Arches and Abutments thereof (such Arches not being of less Dimensions than is herein-before in that Behalf required); and if the said last-named Company or their Engineer shall object to such Plan, or to the proposed Form or Construction of the said intended Bridge or any of the Arches thereof, and the said Railway Company or their Engineer shall not consent to alter the same in such Way as may be required by the said Company of Proprietors of the River *Trent* Navigation or their Engineer, the Matters in difference shall be referred to some Third Civil Engineer to be mutually agreed upon and named by the respective Engineers of the said Two Companies, and the Decision and Determination of such Third Engineer shall be binding and conclusive on all Parties touching the Matters so referred to him; provided nevertheless, that he shall not be authorized to lessen or diminish the Span of the said Three Arches of One hundred Feet each, nor the Height thereof from the Top of the Sill of the said *Soar-mouth Weir* as herein-before provided for: Provided also, that the Railway Bridge proposed to be made over a certain Cut or Canal called the *Beeston Meadow Cut*, and the Haling Path thereto, shall be of similar Dimensions in all respects to those above mentioned with respect to the *Cranfleet Cut*, except as to the Height of the Arch, which shall be made in the intended Railway Bridge over the said *Beeston Meadow Cut* of the same Height at the least as that of the present Bridge across the *Beeston Meadow Cut* called *China Lane Bridge*.

Railway Company to construct a Weir across the River Trent.

CV. Provided also, and be it further enacted, That the said Company of Proprietors of the said Railway shall and they are hereby required, at their own Expence, to make and complete, in a substantial and workmanlike Manner, a new Weir of Ashler Stone across the said River *Trent* at such Part of the said River *Trent* (not being more than One hundred Yards below the Eastern Side of the said Railway Bridge over the same River) as the said Company of Proprietors of the River *Trent* Navigation shall determine and require; and which said new Weir shall be made of such Height and Dimensions as to keep and always preserve the same Head and Level and Height of Water at and immediately above the Situation of the said present Weir as is now thereby kept and preserved above the same; but

but after the said new Weir shall have been made and completed to the Satisfaction of the said Company of Proprietors of the said River *Trent* Navigation the said new Weir shall thenceforth be maintained and repaired by the said last-mentioned Company.

Compensation for Obstructing the Navigation of the River Trent.

CVI. Provided also, and be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any of such Works, or of any Bridge over the said River *Trent* or any of the Side Cuts or Canals communicating therewith, or of any of the Slopes, Banks, or Walls of the said Railway near the said River *Trent* or any of the Side Cuts or Canals, it shall happen that the said River *Trent*, or any of the Side Cuts or Canals, or the Towing Paths thereof, shall be so obstructed that Boats, Barges, or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able to pass along the same, then and in any such Case the said Railway Company shall pay to the said Company of Proprietors of the River *Trent* Navigation Double the Amount of the Damage thereby sustained, or in lieu thereof, and at the Option of the said last-named Company, the Sum of Forty Shillings, as or by way of ascertained Damages, for every Hour during which any such Impediment shall continue, such Damages or Sum of Money to be recovered, with full Costs, in a summary Way, by the said Company of Proprietors of the River *Trent* Navigation, before any Two Justices of the Peace having Jurisdiction in the County, Division, District, or Place where the Cause of Complaint shall arise, or by Action, Suit, or Information in any of His Majesty's Courts of Record: Provided always, that the Recovery by or Payment to the said Company of Proprietors of the River *Trent* Navigation of any such Damage or Sum of Money as last aforesaid shall not in anywise prejudice, lessen, or affect the Right of any other Body Corporate or Politic, or any Person or Persons, to sue for and recover any Damages they may sustain by reason of any such Act, Accident, or Omission as aforesaid: Provided also, that nothing herein contained shall extend to prevent the said Company of Proprietors of the River *Trent* Navigation from recovering against the said Railway Company any special Damage not herein provided for that may be sustained by them on account of any Acts or Defaults of the said Railway Company, but the said Company of Proprietors of the River *Trent* Navigation are hereby authorized to sue for and recover such special Damage accordingly.

For Protection of the Erewash Canal.

CVII. And whereas the said Railway is intended to be carried over the *Erewash* Canal in several Places in or near the Township of *Long Eaton* or the Parish of *Sawley* in the County of *Derby*, and also carried near to the said *Erewash* Canal, or to the Locks, Embankments, Side Ponds, or other Works thereof, in the same or other Parishes, Townships, or Places, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said *Erewash* Canal; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Erewash* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the

the said Canal or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, or to divert any of the Waters therein or which now supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the Counties of *Nottingham* and *Derby*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said *Erewash* Canal, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said *Erewash* Canal Company, in Writing under their Common Seal, first had and obtained.

Prescribing Manner of constructing Bridges over the Erewash Canal.

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

For preventing Obstructions in Erewash Canal, and providing for Repairs of Bridges, &c. over Canal.

CIX. And be it further enacted, That if by reason of any Accident, or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any of such Works, or of any Bridge over the said *Erewash* Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the said *Erewash* Canal or the Towing Path thereof shall be so obstructed that Boats, Barges, or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway

and Towing Path herein-before required to be preserved during the Progress of the Works shall at any Time be contracted to a less Width than herein is prescribed, then and in every such Case the said Railway Company shall pay to the said *Erewash* Canal Company, as or by way of ascertained Damages, the Sum of Two Pounds for every Hour during which any such Impediment shall continue, and in default of Payment of the said Sum on Demand made on the Treasurer or any Officer of the said Railway Company, the said *Erewash* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster;* and in case the Bridges to be erected for the said Railway over the said *Erewash* Canal, or any of them, or the Towing Path Walls under the said Bridges, or the several Approaches, Side Slopes, or Banks of the said Railway next the said Canal, or any of them or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said *Erewash* Canal Company, having first given Seven Days Notice to the said Railway Company to repair, and the said Railway Company not having repaired according to such Notice, to do the needful Repairs, and to recover the Amount of the Expences of the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster:* Provided also, that nothing herein contained shall extend to prevent the said *Erewash* Canal Company from recovering against the said Railway Company any special Damage that may be sustained by them on account of the Acts or Defaults of the said Railway Company in respect of which the said Penalties are imposed beyond the Amount of such Penalty or Penalties, and they are hereby authorized to sue for and recover such special Damage accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and any Action for special Damage shall be brought as above mentioned, then the said Penalty or Penalties so paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given, by the Court before whom such Action shall be tried, for any Sum or Sums of Money so paid by the said Railway Company, and the same shall be deducted from the Amount of Damages to be recovered by the said *Erewash* Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said *Erewash* Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties after Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such Penalty or Penalties would have been recoverable.

For Protection of the Loughborough Navigation.

CX. And whereas the said Railway is intended to be carried near to the *Loughborough* Navigation, or to the Locks, Embankments, Side Ponds, or other Works thereof, in the respective Parishes, Townships, and Places of *Thrumpton*, *Ratcliff on Soar*, *Kingston*, *Sutton Saint Michael's*, *Sutton Saint Ann's*, *Normanton on Soar*, and *Stanford*, in the County of *Nottingham*, and *Knight-Thorpe* and *Loughborough* in the

the County of *Leicester*, and it is expedient to provide against Obstructions being occasioned thereby to the free Navigation of the said *Loughborough* Navigation; be it therefore enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Loughborough* Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said Navigation or Towing Path thereto, or any Part thereof, or to obstruct the Navigation of the said *Loughborough* Navigation or any Part thereof, or to divert any of the Waters thereof or which now supply the said *Loughborough* Navigation, or to injure any of the Works of the said *Loughborough* Navigation; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated in the Maps or Plans of the said Railway deposited with the Clerks of the Peace for the Counties of *Nottingham* and *Leicester*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said *Loughborough* Navigation or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said *Loughborough* Navigation Company in Writing under their Common Seal first had and obtained.

For Protection of the Leicester Navigation Company.

CXI. And be it further enacted, That nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Leicester* Navigation, or authorize or empower the said Railway Company to alter the Line or Level of the said *Leicester* Navigation or Towing Path thereof, or any Part thereof, or to obstruct the Navigation of the said *Leicester* Navigation or any Part thereof, or to divert any of the Waters therein or which now supply the said *Leicester* Navigation, or to injure any of the Works of the said *Leicester* Navigation; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway as delineated on the Map or Plan of the said Railway deposited with the Clerk of the Peace for the County of *Leicester*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Banks, or Feeders, or any other Works of and belonging to the said *Leicester* Navigation, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said *Leicester* Navigation Company in Writing under their Common Seal first had and obtained.

Company not to interfere with the Flow of the Water to or from the River Soar.

CXII. And be it further enacted, That the said Railway Company shall not, in the Formation of the said Railway, or of any Wharfs or other Works to be made or done in pursuance of this Act, interfere with the Flow of the Water to or from the River *Soar* further than shall be unavoidably necessary; and the said Railway Company shall and they are hereby required, at their own Expence, to make such Culverts, Drains, Watercourses, or other Passages as shall be sufficient at all Times to convey the Water from the Lands lying near or adjoining the said River *Soar* as clearly as before the Formation of the said Railway or any Wharf or other Works to be made or done

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in pursuance of this Act, without obstructing or impounding the same Water to the Prejudice of any of the said Lands; and all such Culverts, Drains, Watercourses, or other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Railway Company: Provided always, that in case any Loss or Damage shall arise or be sustained by any Person or Persons or Corporation in consequence of any Interference by the said Railway Company with the Flow of Water to or from the said River *Soar*, or from the Want of such Culverts, Drains, Watercourses, or other Passages as aforesaid, or the Want of due Repair or cleansing thereof, such Loss or Damage shall be made good by and recoverable from the said Railway Company in such and the same Manner and by all or any of the Ways or Means as in and by this Act any other Loss or Damage is directed to be made good by and recoverable from the said Railway Company.

Regulating the Line of Railway in certain Parts of the Town of Nottingham;

CXIII. Provided always, and be it further enacted, That the said Railway from *Nottingham* to *Derby*, which is herein-before directed to commence in the Parish of *Saint Mary* in the said Town and County of the Town of *Nottingham*, shall not approach the Flood-road in the Parish of *Saint Mary* nearer than the Point where the Line of the said Railway, if prolonged, would be intersected by a Line drawn in a Southerly Direction from the West Side of *Carrington Street* in the said Town of *Nottingham* in continuation of such Street; but the same Railway shall commence on the Western Side of the said Line of Intersection.

and over the Road from Wilford to Nottingham.

CXIV. And be it further enacted, That the said last-mentioned Railway shall be carried from the Road or Footway leading from *Wilford* to *Nottingham* to the said Line of Intersection at an Average Distance of not more than One hundred and four Yards from the *Nottingham* Canal in the said Parish.

Directing the Part of Nottingham Meadows to be taken for Stations, &c.

CXV. And be it further enacted, That no Part of certain uninclosed Lands called the *Meadows*, situate in the Parish of *Saint Mary* in the Borough and Town and County of the Town of *Nottingham*, shall be taken, purchased, or used by the said Company for Stations, Yards, Wharfs, Staiths, waiting, loading, and unloading Places, Warehouses, or other Buildings or Conveniences for the Purposes of this Act, other than such as may be situated between the *Wilford* Road aforesaid and the Line of Intersection herein-before directed to be drawn in a Southerly Direction from the Western Side of and in continuation of *Carrington Street* aforesaid, and that the Part of the Meadows so taken, including the Site of the said Railway between the *Wilford* Road and the said Line of Intersection, shall not exceed an Average Breadth of One hundred and four Yards from the said Canal.

Company empowered to construct a Road along the Nottingham Meadows.

CXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to make and construct, at their own Costs and Expence, a Road or Carriageway of Thirty Feet in Width along the Meadows from the Eastern Commencement of the said Railway to the said Flood-road, in such Line

or Direction as shall be pointed or set out by the Mayor, Aldermen, and Burgesses of *Nottingham*, who are hereby required, upon the Application of the said Company, to set out the same forthwith, which said Road or Carriageway shall and may be used as well by the said Company, their Officers and Servants, for the Purpose of conveying Passengers and Merchandize to and from the said Railway, as by all other Persons whomsoever: Provided always, that in making the said Road or Carriageway it shall not be lawful for the said Company to raise the same to a greater Elevation than the Level of the present Embankment on the South Side of the *Nottingham* Canal, unless the said Mayor, Aldermen, and Burgesses shall, by Writing under the Hand of their Town Clerk, agree that the same shall so be, except as regards the Communication between the said Road with the said Flood-road and the said Commencement of the same Railway, which Communications shall be of such Inclinations as shall be necessary for the Purpose: Provided also, that the said Road or Carriageway shall from Time to Time and at all Times be kept in good and substantial Repair and Condition by the said Company at their own Expence; and the said Company shall not, by reason of having made such Road, or of the Obligation being imposed upon them of keeping the same in repair, or on any other Ground whatever, be entitled to the Site or Ground or Soil thereof, or to any Interest therein, other than and except the Right or Privilege of using the same in common with all other Persons; but such Site, and the Ground and Soil thereof, shall be considered as still forming Part of the said Meadows.

Regulating Construction of Bridge over Canal to connect the Railway with Carrington Street.

CXVII. Provided always, and be it further enacted, That if at any Time hereafter a Bridge shall be erected over the said Canal, and a direct Line of Communication established between the Eastern Commencement of the said Railway and *Carrington Street* aforesaid, then and in such Case the said Company shall, if they shall be thereunto required by the said Mayor, Aldermen, and Burgesses of *Nottingham*, by Writing under the Hand of their Town Clerk, break up the said Road or Carriageway, and take away and remove the Materials thereof, and restore the Site thereof to the same State and Condition in which the same now is, and from thenceforth all Right of Way over the Site of the said Road shall cease and determine, any Statute, Law, Usage, or Custom to the contrary notwithstanding.

Not to take Lands belonging to London and Birmingham Railway Company without Consent.

CXVIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend or be deemed or construed to extend to authorize the said Midland Counties Railway Company, in making and constructing or maintaining the said Railway, to take or enter upon any of the Lands or Grounds belonging to the *London* and *Birmingham* Railway Company, or to alter, vary, or interfere with the said *London* and *Birmingham* Railway or any of the Works thereof, further or otherwise than is hereby expressly authorized, without the Consent in Writing of the said *London* and *Birmingham* Railway Company in every Instance for that Purpose first had and obtained.

Communication with the London and Birmingham Railway not to be altered without Consent.

CXIX. Provided also, and be it further enacted, That the said Company in constructing their said Railway shall not deviate from the Line of the said Railway, or vary the Point of Junction with the *London* and *Birmingham* Railway in the Parish of *Rugby* in the County of *Warwick*, where and as the same is delineated in the Plan deposited with the Clerk of the Peace for the County of *Warwick*, without the Consent of the said *London* and *Birmingham* Railway Company under the Common Seal of the said Company, or in Writing under the Hands of any Five of the Directors of the said last-mentioned Company, first had and obtained.

Junction to be made under the Superintendence of the Engineer of the London and Birmingham Railway Company.

CXX. Provided also, and be it further enacted, That the Junction with the said *London* and *Birmingham* Railway hereby authorized to be made, and all such Openings in the Ledges or Flanches of the said *London* and *Birmingham* Railway as may be necessary or convenient for effecting such Junction, shall be made and effected under the Direction and Superintendence of the Engineer of the said *London* and *Birmingham* Railway Company, or other Person authorized by them for that Purpose, at the Expence of the said Midland Counties Railway Company.

Saving the Rights of the London and Birmingham Railway Company.

3 W. 4. c. 36.

6 W. 4. c. 56.

CXXI. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *London* and *Birmingham* Railway in and by Two several Acts relating to the said Railway, the one passed in the Third Year of the Reign of His Majesty King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Birmingham, and the other passed in the Sixth Year of the Reign of His said Majesty, intituled *An Act to enable the* London *and* Birmingham *Railway Company to extend and alter the Line of such Railway, and for other Purposes relating thereto*, but saving and reserving to the said Company of Proprietors of the *London* and *Birmingham* Railway all the Rights, Privileges, and Franchises, and also saving all such Powers, Authorities, and Provisions in the said Acts respectively contained, as if this Act had not been passed.

Saving the Rights of the Nottingham Canal Company.

CXXII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the *Nottingham* Canal Company in and by the Act relating to the *Nottingham* Canal, but saving and reserving to the said *Nottingham* Canal Company all the Rights, Privileges, Powers, Authorities, and Provisions in the said Act contained as if this Act had not been passed.

Saving the Rights of the Proprietors of the Nottingham Old

CXXIII. Provided also, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the *Nottingham* Old Waterworks in and by the Act relating to the said Waterworks, but saving and reserving

reserving to the Proprietors of the said Waterworks all the Rights, Privileges, Powers, Authorities, and Provisions in the said Act contained as if this Act had not been passed. Waterworks Company.

CXXIV. And whereas by means of Purchases which the said Company are hereby empowered or required to make the said Company may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company and they are hereby required, within Ten Years from the Expiration of the Time allowed for completing the said Railway, to contract for and sell, and by any Deed under their Common Seal, and for such Considerations as they may deem reasonable, to convey to the Purchasers thereof, any Part of such superfluous Lands as shall not be required for the Purposes of this Act (save and except any Lands adjoining any Station belonging to the said Company), or any Estate or Interest purchased by or belonging to the said Company in such Lands or any Part thereof, in such Manner as they shall deem most advantageous; and such Contracts, Sales, and Conveyances from the said Company shall be valid and effectual to all Intents and Purposes: Provided always, that the said Company, before they shall dispose of any such superfluous Lands, shall first offer to sell the same to the Person or several Persons whose Lands shall immediately adjoin the Lands so intended to be sold, such Persons being in *England* and conveniently to be found, and being capable of entering into a Contract for the Purchase of such Lands; and such respective Persons, in case they shall be desirous of purchasing the same, shall signify such their Desire and Intention in that Behalf to the said Company within Fifteen Days after such Offer of Sale shall have been made; and in case such Persons shall decline to avail themselves of such Offer, or shall neglect to signify their Desire and Intention to purchase such Lands for the Space of Fifteen Days, the Right of Pre-emption of every such Person so declining or neglecting in respect of the Lands included in such Offer of Sale shall cease; and a Declaration in Writing made before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace acting within his Jurisdiction (who are hereby respectively authorized to administer the same), by some Person not interested in such Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and that such Offer was refused or was not accepted by the Person to whom the same was made within the Space of Fifteen Days from the Time of making the same, shall in all Courts whatsoever be sufficient Evidence and Proof that such Offer was made and was refused, or was not accepted within the Time aforesaid, (as the Case may be,) by the Person to whom such Offer was made; and in case any such Person as aforesaid shall be desirous of purchasing any such Lands, and such Person and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken or used Enabling the Company to sell Lands not wanted.

used by the said Company for the Purposes of this Act; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as by this Act is directed with respect to such Lands as aforesaid, *mutatis mutandis;* and the Money produced by the Sale which may be made by the said Company of such Lands as aforesaid shall be applied to the Purposes of this Act; and all Conveyances which shall be made by the said Company pursuant to the Authority by this Act in them reposed shall be adjudged sufficient to vest such Estate in the Purchaser as shall have been agreed for, or shall be expressed or meant and intended to be conveyed and granted by any such Conveyance.

Company upon Payment of Money to give Receipts.

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

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

CXXVI. And be it further enacted, That in every Conveyance to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed by or from the said Company, for themselves and their Successors, that they the said Company, notwithstanding any Act or Default done or made by them, were at the Time of the Execution of such Conveyance seised or possessed of the Lands or Premises thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done or occasioned by them, that the Purchaser thereof, his Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns, (as the Case may be,) shall quietly enjoy the same against the said Company and their Successors, and all claiming under them, and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for the further Assurance, at the Expence of such Grantees respectively, their Heirs, Successors, Executors, Administrators, or Assigns, of such Lands and Premises by the said Company or their Successors, and all claiming under them, unless except and so far as the same shall be restrained *and* limited

limited by express particular Words contained in any such Conveyance; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to the respective Quality or Nature and the Estate or Interest expressed to be conveyed, shall and may in all Actions to be brought assign Breach or Breaches thereupon, as they might do in case such Covenants were expressly inserted in such Conveyances.

First and other General Meetings.

CXXVII. And be it further enacted, That the First General Meeting of the said Company shall be held within Three Calendar Months next after the passing of this Act; and from and after such First General Meeting of the said Company there shall be a General Meeting of the said Company in the Months of *May* or *June* in each and every Year, at such Time and Place as the Directors (for the Time being) shall fix, and all such and so many Special General Meetings of the said Company as the said Directors (for the Time being) may think proper to convene, or as may be convened by the Proprietors in manner herein-after provided; and such General Meetings and Special General Meetings may be adjourned from Time to Time and from Place to Place; of which said General Meetings and Special General Meetings Ten Days public Notice at the least shall be given in the Manner herein-after directed; and every such Notice of a Special General Meeting shall specify the Purpose for which any such Special General Meeting is called.

Meetings of Proprietors may be specially convened.

CXXVIII. And be it further enacted, That Fifteen or more Proprietors of Shares in the said Company, holding in the aggregate One thousand Shares or upwards in the said Undertaking, (upon which Shares all Calls actually previously made shall have been paid and satisfied,) may at any Time, by Writing under their Hands left at the Office of the said Company, or given to the Clerk or Secretary of the said Company, or left at his Office or last or usual Place of Abode, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Notice shall have been given as aforesaid the same may be called by such Fifteen or more Proprietors of Shares in the said Company, who shall give Fourteen Days Notice thereof in One or more Newspaper or Newspapers published in each of the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*; and the said Company are hereby authorized to meet in pursuance of such Notice, and such of the Proprietors of Shares therein as shall be present at such Meeting shall proceed to the Execution of the Powers of this Act given to the said Company (with respect to the Matters so specified in such Notice, and to those only); and all Acts of the Majority in Number of Votes of the Members of the said Company met together at any such Special General Meeting shall be as valid (with respect to the Matters specified in such Notice, and those only,) as if the same had been done at an Annual General Meeting held at the Time and in manner herein-before appointed for holding the same.

Business of Special and adjourned General or Special General Meetings.

CXXIX. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called by such Notice as aforesaid; and no Business shall be transacted at any adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment took place.

Mode of giving Notices.

CXXX. And be it further enacted, That all Notices in this Act directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any Adjournment thereof, or of any other Matter, to any of the Proprietors of the said Company, and all other Notices which may be required to be given by or on behalf of the said Company, and which are not herein otherwise provided for, shall be signed by Two Directors or the Clerk or Secretary of the said Company; and such Notices shall be given by Advertisement in One or more Newspaper or Newspapers published in each of the said Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and such last-mentioned Notices, when so given, shall be deemed and considered the same as if personally served.

Directing how Subscribers shall vote.

CXXXI. And be it further enacted, That at all General and Special General Meetings held by virtue of this Act every Person and Corporation, being Proprietor of a Share or Shares not exceeding Twenty in the Capital Stock of the said Company, and whose Name shall have been entered in the Books of the said Company as hereinafter provided, and his respective Successors, Executors, Administrators, and Assigns, shall have a Vote for each such Share; and every such Proprietor of more than Twenty Shares, his respective Successors, Executors, Administrators, and Assigns, shall, over and above the Twenty Votes which he shall respectively be entitled to for and in respect of the first Twenty Shares, have One additional Vote for every Five Shares beyond the Number of Twenty Shares; and such

Power to vote by Proxy.

Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seal of such Corporation, or under the Hands of the other Proprietors appointing such Proxies, each of such Proxies being a Proprietor of One or more Share or Shares; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, and Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by the Majority of Votes of Persons present and of Proxies; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and also as a Proxy, but in case of an Equality of Votes shall and may also have the deciding or casting Vote; and the Determination of every such Meeting upon any Question, Matter, or Thing shall be and be deemed and taken to be the Decision of the said Company, notwithstanding any Irregularity which may have occurred in the giving or taking any Votes at such Meeting; and the Appointment of every such Proxy may be made out in the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby constituted, and other Circumstances of the Case, will admit; (that is to say,)

'*A. B.* of

'*A. B.* of One Form of Proxy
'of the Proprietors of the Midland Counties Railway Company, doth
'hereby appoint *C. D.* of
'to be the Proxy of the said *A. B.*, to vote or give his Assent to or
'Dissent from any Business, Matter, or Thing relating to the said
'Company and its said Undertaking which shall be proposed at any
'General or Special General Meeting of the said Company when the
'said *A. B.* shall not be present, in such Manner as he the said *C. D.*
'shall think proper. In witness whereof the said *A. B.* hath here-
'unto his Hand [*or* Common Seal] the Day of
'in the Year of our Lord .'

Proxies to be transmitted to Secretary before used.

CXXXII. Provided always, and be it further enacted, That no Person shall be entitled to vote as the Proxy of any Person or Corporation as aforesaid unless the Instrument appointing such Proxy shall have been transmitted to the Clerk or Secretary of the said Company Five Days at least before the holding of the Meeting at which such Proxy is intended to be used.

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

CXXXIII. And be it further enacted, That when several Persons shall be joint Proprietors of any such Share, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purpose of voting at any General or Special General Meeting of the said Company, be deemed the Proprietor of such Share; and as between several Proprietors all such Proprietors shall be entitled to give their Votes in respect thereof by the Person whose Name shall so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote, either in Person or by Proxy, shall on all Occasions be received as the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of such Shares shall and may, for and in respect of any such Share so jointly held, be given to the Person whose Name shall so stand first in the Books of the said Company, or be left with some Inmate of the last or usual Place of Abode of such Person, or be inserted in the *London Gazette*, or in any One or more Newspaper or Newspapers published in each of the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and such Notice shall be deemed sufficient Notice to such Person whose Name shall so stand first as aforesaid, and to all other the Proprietors of such Share, for all the Purposes for which such Notice is intended to be given.

Lunatics and Minors to vote by Committees and Guardians.

CXXXIV. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be *non compos mentis* or a Minor, such Proprietor as shall be *non compos mentis* shall or may vote at such Meeting by his Committee or any One thereof, and such respective Committee or any of them may vote in respect of the Interest of such last-mentioned Proprietor either in Person or by Proxy; and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians or any of them may vote in respect of the Interest of such Minor either in Person or by Proxy: Provided always, that every such Committee or Member

Member of Committee, or Guardian or each of several Guardians, may also vote in right of his own Share (if any) as well as in the Character of Committee of any Lunatic or Proprietor being *non compos mentis*, or of Guardian of any Minor, on the same Occasion; and that where there are more in Number acting as Committee or Guardian than One no Proof of the Concurrence of the other or others of them shall be requisite.

Proprietors in arrear not to vote.

CXXXV. And be it further enacted, That no Proprietor of any Share on which any Call shall have been made shall, after the Day appointed for the Payment of the same, be allowed to vote, either personally or by Proxy, at any Meeting of the Proprietors of the said Company, or to act or vote as a Director at any Meeting of the said Directors, until the Money called for in respect of such Share shall have been fully paid.

First Directors of the Company.

CXXXVI. And be it further enacted, That *Matthew Babington*, *Charles William Packe*, *Joseph Frederick Ledsam*, *William Wilberforce Pearson*, *Francis Wright*, *Joseph Smith*, *William Jessop*, *Theodore Woolman Rathbone*, *Edward Cropper*, *Charles Stewart Parker*, *Richard Cheslyn*, *Edward Miller Mundy*, *Lawrence Heyworth*, *Edward Dawson*, *Thomas Edward Dicey*, *John Coke*, *John Horsfall*, *James Oakes*, *Joseph Walker*, *George Barker*, *John Bright*, *Thomas Toone*, *William Hackett*, and *Joseph Cripps*, and the Survivors and Survivor of them, or such of them as shall continue to act, shall be the First Directors of the said Company, and shall continue in Office until the First General Meeting of the said Company to be held in pursuance of this Act; and they the said Directors hereinbefore named shall and they are hereby required to fix the Time and Place of such First General Meeting within the Limit hereinbefore prescribed, and to give Notice thereof in the Manner hereinbefore directed as to General Meetings of the said Company; and until such First General Meeting shall be holden, and such Twenty-four Directors shall have been duly elected as herein-before prescribed, the said Directors herein-before named, or the Survivors or Survivor of them, or such of them as shall continue to act, shall and lawfully may allot the Shares (if any) remaining undisposed of in the said Undertaking as they the said Directors shall think fit, and shall and may exercise all other Powers and Authorities which are by this Act given to or which may be exercised by the Directors who may be elected in pursuance hereof at the first or at any subsequent General Meeting of the said Company.

First General Meeting to choose Directors.

CXXXVII. And be it further enacted, That at the First General Meeting to be held as herein-before is mentioned, or at some Meeting to be held by Adjournment therefrom, the Proprietors then present (personally or by Proxy) shall elect Twenty-four Persons (each of whom shall be a Proprietor in his own Right of Ten Shares at the least in the said Undertaking) to be Directors to manage the Affairs of the said Company; and of the Directors so elected as aforesaid Five shall be competent to act; and the several Persons so to be elected (unless they respectively resign, or be removed, or become disqualified) shall continue in Office and be Directors until the

General Meeting of the said Company which shall be held in the Month of *May* or *June* One thousand eight hundred and thirty-seven, and until others shall be elected in their Stead in pursuance of this Act; and the said Company at any General Meeting shall have Power to fix what Remuneration shall from Time to Time be allowed to the Directors of the said Company.

Directors to go out by Rotation.

CXXXVIII. And be it further enacted, That at the General Meeting to be held in the Month of *May* or *June* which will be in the Year of our Lord One thousand eight hundred and thirty-seven Six of the Directors who shall have been so elected as aforesaid (to be determined by Ballot among themselves) shall go out of Office and cease to be Directors of the said Company, and an equal Number of Persons who shall be Proprietors and respectively possessed in their own Right of Ten Shares at the least in the said Undertaking shall be elected by the said Company to be Directors in their Place and Stead; and at the General Meeting to be held in the Month of *May* or *June* which will be in the Year One thousand eight hundred and thirty-eight Six of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *May* or *June* which will be in the Year of our Lord One thousand eight hundred and thirty-nine Six of the remaining Directors who shall have been so primarily elected as aforesaid (to be determined as aforesaid) shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *May* or *June* which will be in the Year of our Lord One thousand eight hundred and forty the remaining Directors who shall have been so primarily elected as aforesaid shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner; and at the General Meeting to be held in the Month of *May* or *June* in every subsequent Year Six of the Directors who shall have been longest in Office shall go out of Office and cease to be Directors of the said Company, and their Places be supplied in like Manner.

Directors to be re-eligible.

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

General Meetings for choosing Directors to consist of not less than Twenty Persons possessed of at least One thousand Shares.

CXL. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Hour appointed by such Notice as aforesaid for such Meeting, be Twenty Persons present, either personally or by Proxy, who shall in the whole be entitled to vote in respect of at least One thousand Shares, no Choice of Directors shall be made, nor shall any Business be transacted, but in such Case there shall be another Meeting of the said Company at the same Place at the Expiration of Fourteen Days from that Time; and if such sufficient Number of Proprietors, either personally or by Proxy, shall not then attend thereat, such Meeting shall stand

stand adjourned until the following Day, and in case such Number of Persons qualified as aforesaid shall not then be present the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until new Directors shall be appointed at the General Meeting which shall be held in the Month of *May* or *June* in the following Year.

For supplying Vacancies in the Direction.

CXLI. And be it further enacted, That when and so often as any Director of the said Company shall die or resign, or shall become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Cause than that of going out of Office by Ballot or Rotation as aforesaid, it shall be lawful for the remaining Directors, if they shall think proper so to do, to elect some other Proprietor duly qualified as aforesaid to be a Director; and every such Proprietor so elected to fill up any such Vacancy shall continue in Office as a Director so long only as the Person in whose Place or Stead he may have been elected would have been entitled to continue had he lived and remained in Office.

No Person holding Office, &c. capable of being or continuing Director, &c.

CXLII. Provided nevertheless, and be it further enacted, That no Officer of the said Company receiving a Salary, nor any Person concerned or interested in any Contract with the said Company, shall be capable of being chosen a Director of the said Company, nor shall any Director be capable of accepting any other Office or Place of Trust or Profit under the said Company, or of being concerned or interested in any Contract with the said Company, during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time whilst such Director accept or continue to hold any other Office or Place of Trust or Profit under the said Company, or shall at any Time cease to be a Proprietor of Ten Shares at the least in the said Undertaking, or if any Director, or any Secretary, Clerk, Treasurer, or other Officer or Servant of the said Company, shall, either directly or indirectly, be concerned in any Contract with the said Company, or in any Contract for any Lands required by or Article to be used or consumed by the said Company, or shall participate in any Manner in any Work to be done for or Goods to be sold to the said Company, and every such Director, Clerk, Secretary, Treasurer, or other Officer or Servant shall thereupon be immediately and is hereby discharged from the Direction, Office, Service, or Employ of, in, or under the said Company, and rendered incapable of being thereafter employed by them, unless re-appointed, and such Re-appointment be confirmed at some General or Special General Meeting of the said Company.

Powers and Duties of Directors.

CXLIII. And be it further enacted, That the Directors for the Time being of the said Company shall superintend all the Affairs thereof, and have Power to use the Common Seal of the said Company on their Behalf, and shall have full Power and Authority to do all Acts whatsoever for carrying into effect the Purposes of this Act, and for the Management, Regulation and Direction of the Affairs of the said Company, or relative thereto, which such Company are by this Act authorized to do (except such as are herein required and directed to to be done at some General or Special General Meeting of the said Company); and the said Directors shall appoint and displace all the Officers

Officers and Servants of the said Company, and allow to them such Salaries, Gratuities, or Recompences, either by Appropriation of Fees or otherwise, as to the said Directors shall seem proper; and the said Directors shall have Authority to meet and adjourn from Time to Time and from Place to Place as they shall think proper, and to call Special General Meetings of the said Company for any Purpose which they may think proper, and to appoint the Time and Place for General and Special General Meetings; and there shall be Five Directors at the least present in order to constitute a Meeting of Directors; and all Questions, Matters, and Things which shall be discussed or considered at any Meeting of the Directors shall be finally determined by the Majority of Votes then present, and no Director (although possessed of many Shares in the said Undertaking) shall have more than One Vote at any such Meeting, except the Chairman of such Meeting, who in case of an equal Division shall have a second or casting Vote as such Chairman; and the said Directors shall keep or cause to be kept a regular Minute and Entry of their Proceedings at every Meeting of the said Directors, and from Time to Time report the same fully to the said General Meetings, and, if required, to the said Special General Meetings of the said Company, and shall obey the Orders and Directions of such Meetings respectively; and the said Directors shall also keep or cause to be kept full and true Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Monies which they shall receive, on behalf or in respect of the said Undertaking, from any Collector of the Rates, Tolls, or Sums by this Act granted, or from any other Officer or Person employed in, or having any Concern, Dealing, or Transaction with such Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter into proper Books, to be from Time to Time provided at the Expence of the said Company for that Purpose, Notes, Minutes, or Copies, as the Case shall require, of such Appointments, Receipts, and Disbursements, and of all Contracts and Bargains entered into or made by them, and of other their Orders and Proceedings, and which Books shall be deposited with and kept under the Care and Direction of the said Directors: Provided always, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company, which shall only be done by a General or Special General Meeting of the said Company: Provided also, that the said Directors shall and they are hereby required to take such Security as they may deem sufficient from every Person who shall be appointed Treasurer of the said Company, and from every Receiver, Collector, or Officer of the said Company who shall have the Receipt, Custody, or Control of any Money received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Same Person not to be Clerk or Secretary and Treasurer.

CXLIV. Provided always, and be it further enacted, That it shall not be lawful for the Directors of the said Company to appoint any Person who may be appointed to act as their Clerk or Secretary in the Execution of this Act, or the Partner of any such Clerk or Secretary, or the Clerk of or other Person in the Service or Employ of any such Clerk or Secretary or of the Partner of any such Clerk or Secretary, to be the Treasurer for the Purposes of this Act, or to appoint

appoint any Person who may be appointed Treasurer, or the Partner of such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer or of the Partner of such Treasurer, to be the Clerk or Secretary of the said Company for the Purposes of this Act; and if any such Person shall act in both Capacities of Clerk or Secretary and Treasurer for the Purposes of this Act, or if any Person being the Partner of any such Clerk or Secretary, or the Clerk of or other Person in the Service or Employ of such Clerk or Secretary or of the Partner of such Clerk or Secretary, shall accept the Office of Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Treasurer, or the Partner of any such Treasurer, or the Clerk of or other Person in the Service or Employ of such Treasurer or the Partner of such Treasurer, shall accept the Office of Clerk or Secretary, or shall act as Deputy of such Clerk or Secretary, or in any such Manner officiate as Clerk or Secretary in the Execution of this Act, or if any Treasurer shall hold any Place or Office of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person who shall sue for the same, to be recovered, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*, by Action of Debt or on the Case; and any Person so offending shall be thereafter incapable of holding any Office under the said Company, and shall *ipso facto* forfeit to them any Shares to which he may at the Time of so offending be entitled in the said Undertaking.

Officers to account.

CXLV. And be it further enacted, That every Officer and Person who shall be appointed or employed by virtue of this Act shall, from Time to Time, when thereunto required by the said Directors or by the said Company, make out and deliver to the said Directors or Company, or to such Person as they shall respectively appoint for that Purpose, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him collected and received, and how and to whom and for what Purpose the same and every Part thereof hath been disposed of, together with Vouchers and Receipts of such Payments; and every such Officer and Person shall and is hereby required to pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the said Company, or to such Person as the said Directors or the said Company shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up the Vouchers and Receipts relating to the same, or to pay the Balance thereof when thereunto required in manner aforesaid, or shall refuse or neglect to deliver up to the said Directors or the said Company, or to such Person as they shall respectively appoint, within Ten Days after being thereunto required by the said Directors or by the said Company, or by such other Person as last aforesaid, all Books, Papers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Directors or by the said Company, or by any Person on their Behalf, to any Justice of the Peace acting within his Jurisdiction, such Justice may and he is hereby required by Warrant under his Hand and Seal to cause such Officer or Person to be brought before him, and upon his appearing, or being satisfactorily proved

proved not to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account (if produced) in such Manner as the said Directors or the said Company might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected and received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof on Demand, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods and Chattels be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or if appearing shall refuse or neglect to make out and deliver to such Justice such Account in Writing as aforesaid, or to produce and deliver to the said Justice the Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings, or to pay the Balance due as aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby authorized and required, by Warrant under his Hand, to commit such Officer or Person to some Common Gaol or House of Correction within his Jurisdiction, there to remain, without Bail or Mainprize, until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and shall have paid all the Money which shall appear to such Justice to be in the Hands of or owing from him, and the reasonable Charge of such Distress and Sale (if any) as shall in that respect have been made, or until he shall have compounded with the said Directors or with the said Company for such Monies and Charges, and paid the Composition Money to the said Directors or the said Company (and which said Composition the said Directors and the said Company are hereby respectively empowered to make, and the Money thereon agreed upon to receive in full for the Demands of the said Company), and shall have delivered up all such Books, Papers, and Writings as aforesaid, or have given Satisfaction in respect thereof to the said Directors or to the said Company: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Directors may appoint Committees, with Power to make Contracts, &c.

CXLVI. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body a Committee or Committees, consisting of not less than Three in Number, who shall have full Power and Authority to enter into and make any Contracts or Agreements on behalf of the said Company, and to hire and employ any Agents, Surveyors, Workmen, or Servants in or about the said Undertaking, and to do, execute, and perform all other Matters and Things whatsoever in and about such Undertaking which the said Directors themselves are authorized to do, or such of them as the said Directors shall think proper to intrust to the Care and Management of such Committee or

respective Committees (save and except, nevertheless, the making of Calls for Money from the said Proprietors); and it shall be lawful for the said Directors, by an Order or Resolution for that Purpose, to break up and dissolve any such Committee which shall have been appointed by them, or to remove and displace any Member of such Committee and to appoint another in its Place and Stead, when and so often as such Directors shall think proper; and such respective Committees shall have full Power and Authority to meet from Time to Time, and adjourn from Place to Place, as they shall think proper and as Occasion shall require, for effecting the Purposes for which they were appointed; and all Powers and Authorities vested in or which shall by the said Directors be confided to any such Committee as aforesaid shall and may be exercised by Three of the Members present at the respective Meetings of such Committees; and at all Meetings of the said Committees one of the Members present shall be appointed Chairman, and all Questions shall be determined by a Majority of the Members present, and the Chairman shall be entitled to vote on all Questions, and in case of an equal Division of Votes upon any Subject shall have an additional or casting Vote.

Contracts signed by Three Directors to be binding.

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

Orders and Proceedings to be entered in a Book.

CXLVIII. And be it further enacted, That the Orders and Proceedings of all Meetings, as well General as Special General, of the said Company and of the said Directors and of such Committees respectively as aforesaid, shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such respective Meetings; and such Orders and Proceedings, when so entered and signed, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such respective Meetings having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors, or being Directors, or Members of the Committees, or of the Signature of such Chairman, as the Case may be, all of which last-mentioned Acts shall be presumed.

Accounts to be kept of Receipts and Disbursements.

CXLIX. And be it further enacted, That the said Directors shall cause a Book to be kept by a Book-keeper who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; which Book shall at all reasonable Times be open to the Inspection of the respective Loan Creditors for Money advanced and lent for the

the Purposes of this Act, without Fee or Reward; and the said Creditors or any of them may take Copies of or Extracts from such Book, without paying any thing for the same; and in case the said Bookkeeper shall refuse to permit or shall not permit such Loan Creditors or any of them to inspect such Book, or to take such Copies or Extracts as aforesaid, he shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Chairman and Deputy Chairman of Directors to be appointed.

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

At Meetings of the Company, Chairman or Deputy Chairman of Directors to preside.

CLI. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any of the Directors of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman, and such Chairman, in case of an equal Division of Votes upon any Subject entertained at any such Meeting (including such Chairman's Votes in respect of the Shares or Proxies held by him), shall have an additional or casting Vote as Chairman.

Names of Proprietors to be entered in a Book, and Certificates of their Shares to be given.

CLII. And be it further enacted, That the said Company shall and they are hereby required, at their First or some subsequent General Meeting, and afterwards from Time to Time as Occasion may require, to cause the Names of the several Corporations and the Names and Additions of the several Persons who shall then be or who shall from Time to Time thereafter become entitled to Shares in the Capital Stock of the said Company, with the Number of Shares they are respectively entitled to, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every Share shall be distinguished as aforesaid, to be fairly and distinctly entered in a Book to be kept by the Clerk or Secretary of the said Company, and after such Entry made to cause their Common Seal to be affixed thereto; and

and the said Company shall from Time to Time cause a Certificate or Ticket, with their Common Seal affixed thereto, to be delivered to every such Proprietor on Demand, such Demand being in Writing signed by such Person, or One of such Persons if more than One, or by the Clerk or other lawful Agent of such Corporation as shall be Proprietor as aforesaid, and specifying the Share or Shares to which such Proprietor is entitled, and on Payment to the said Company of the Sum of Two Shillings and Sixpence, and no more, for every such Certificate or Ticket; and such Certificate or Ticket shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; but the Want of such Certificate or Ticket shall not hinder or prevent the Proprietor of any of the said Shares from selling or disposing thereof; and such Certificate or Ticket may be in the Words or to the Effect following; that is to say,

Form of Certificate.

'Midland Counties Railway Company.

'Number

'THESE are to certify, That *A. B.* of [*or the Name of the Corporation*] is the Proprietor of the Share [*or* Shares] 'Number of the Midland Counties Railway Company, 'subject to the Rules, Regulations, and Orders of the said Company. 'Given under the Common Seal of the said Company the 'Day of in the Year of our Lord .'

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

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

Power to include any Number of Shares in One Certificate.

CLIV. Provided always, and be it further enacted, That, notwithstanding any thing to the contrary in this Act contained, it shall be lawful for the said Company to include in One Certificate the whole or such and so many of the Shares to which the Proprietor requiring such Certificate shall for the Time being be entitled, as such Proprietor shall demand or require, and in default of his Requirement the whole of the Shares to which any Proprietor shall be entitled shall be included in One Certificate.

CLV. And

Company to enter and keep Lists of Proprietors of Shares.

CLV. And be it further enacted, That the Clerk or Secretary of the said Company shall, in some proper Book to be provided by the said Company for that Purpose, enter and keep a true Account of the Places of Abode of the several Proprietors of Shares in the said Undertaking, and of the said several Corporations and Persons who shall from Time to Time become Proprietors thereof or entitled to any Share therein; and every such Proprietor (or, in the Case of a Corporation, the Clerk or Agent of such Corporation duly appointed,) may at all convenient Times have recourse to and peruse such Book *gratis*, and may demand and have Copies thereof or of any Part thereof, paying to the said Clerk or Secretary at and after the Rate of Sixpence for every One hundred Words so copied.

For ascertaining Proprietorship of Shares in case of Death, &c. in order to the Payment of Dividends in respect of such Shares.

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

said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, shall be entitled to receive the same, or be entitled to vote in respect of any Share, the Probate Copy of the said Will, or the Letters of Administration, shall be produced and shown to the Clerk or Secretary of the said Company, or a Copy of so much of such Will or of such Letters of Administration as shall relate to the Share of the Testator or Intestate (as the Case may require) shall be made and declared to by the Executor of the said Will or the Administrator of the Intestate, before some Master or Master Extraordinary in the High Court of Chancery, or any of His Majesty's Justices of the Peace as aforesaid, and shall, together with an official Extract of the Act of Court, or the Grant of Probate of such Will, or of such Letters of Administration, be transmitted to the said Company, who shall file and enter the same as herein-before directed.

Company may make Bye Laws.

CLVII. And be it further enacted, That the said Company, at some General or Special General Meeting of the said Company, shall have Power and Authority, from Time to Time, to make such Bye Laws, Orders, and Rules as to them shall seem expedient for regulating the Proceedings and remunerating and reimbursing the Expences of the Directors, and for the good Government of the Officers and Servants of the said Company, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to revise, alter, confirm, or repeal all such Bye Laws, Rules, and Orders, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against such Bye Laws, Rules, and Regulations as to the said Company shall seem meet (not exceeding the Sum of Five Pounds for any One Offence), such Fines and Forfeitures to be levied and recovered by such Ways and Means as are herein-after mentioned; which said Rules, Bye Laws, and Orders, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such Bye Laws, Orders, and Rules, except such as shall relate solely to the Proprietors or Directors of the said Company, or to any of their Officers or Servants, shall be painted on Boards and affixed or otherwise exhibited in legible Characters in or upon Two at the least of the Toll Houses or Places where the Rates or Tolls granted by this Act shall be appointed to be paid, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated, defaced, destroyed, or become illegible; and such Rules, Bye Laws, and Orders shall be binding upon and observed by all Parties; and a Copy thereof, or of any Part thereof, certified under the Hand of the Clerk or Secretary of the said Company for the Time being, shall be sufficient in any Court of Law or Equity to justify all Persons who shall act under the same; provided that such Rules, Bye Laws, and Orders shall not be plainly repugnant to the Laws of that Part of the said United Kingdom called *England*, or to any Directions in this Act contained; and all such Rules, Bye Laws, and Orders shall be subject to Appeal in manner herein-after mentioned.

Directors may make Bye Laws,

CLVIII. Provided always, and be it further enacted, That the Directors of the said Company shall have Power and Authority to make

make such Rules, Orders, and Bye Laws as to them shall seem right and proper for the good Government of the Officers and Servants of the said Company, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter or repeal such Rules, Orders, and Bye Laws, or any of them, and to make others, in such and the same Manner and to the same Extent as the said Company, at any General or Special General Meeting thereof, are herein authorized to make Rules, Orders, and Bye Laws as aforesaid; but no such Rules, Orders, or Bye Laws shall have any Force or Effect beyond the Day on which the next General Meeting of the said Company shall be held, unless such Rules, Orders, and Bye Laws shall by such General Meeting be sanctioned and confirmed.

subject to Confirmation of General Meetings.

CLIX. And be it further enacted, That the Directors of the said Company shall have Power from Time to Time to make such Calls of Money from the Proprietors of Shares in the Capital Stock of the said Company, who shall not have already paid the full Amount due or payable in respect of their respective Shares, to defray the Expence of the said Railway and carry on the same, as they from Time to Time shall find necessary, so that no such Call shall at any One Time exceed the Sum of Ten Pounds upon each Share which any Person or Corporation shall be possessed of or entitled unto in the said Undertaking, and that there shall be an Interval of Three Calendar Months at the least between each successive Call, and Twenty-one Days Notice at the least shall be given of every such Call by Advertisement in One or more Newspaper or Newspapers published or circulated in each of the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*; and the several Proprietors of Shares in the Capital Stock of the Company shall and they are hereby required to pay the Sum or Sums of Money subscribed for or payable in respect or on account of their several and respective Shares, or so much thereof as shall not have been previously paid up by such Calls or Instalments, to such Person or Persons, at such Time or Times, at such Place or Places and in such Manner as the Directors of the Company shall from Time to Time direct or appoint, for the Use of the said Undertaking; and if any Proprietor of any such Share shall not from Time to Time pay the rateable Proportion or Call or Instalment due in respect of each such Share to the Person, at the Time and Place, and in the Manner to be appointed for Payment thereof as herein-before mentioned, then and in such Case and as often as the same shall happen such Proprietor shall pay Interest for the Amount which shall be so unpaid after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid: Provided that no Proprietor of any Share in the Capital Stock of the said Company shall, under the Authority of this Act, be called upon or be liable to pay any greater Sum of Money than, with the Principal Money already paid on account of the Subscription for such Shares, will amount to the Sum of One hundred Pounds in respect of each such Share, over and besides any Interest paid or payable by reason of Default in Payment of Calls as aforesaid.

Power of Directors to make Calls.

Not to exceed 10*l.* each Call, and to be at Intervals of Three Months.

Proprietors of Shares required to pay Calls.

And in case of Nonpayment, to pay Interest at 5*l.* per Centum per Annum.

No Proprietor to be called upon to pay more than 100*l.* in respect of each Share.

CLX. Pro-

In default of Payment of Call for Two Months, Directors empowered to recover the same;

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

or to declare the Shares to be forfeited, and sell them.

Proviso, that no Forfeiture shall be acted upon until after Notice thereof and Confirmation by the Company.

Directors empowered to sell forfeited Shares.

Affidavit of Call being made, &c. to be received as Evidence.

CLXI. And

If Purchase Money for forfeited Shares be more than sufficient to pay the Arrears, &c. Surplus to be paid to the Owners.

CLXI. And be it further enacted, That in case the Money produced by the Sale of any Share which shall be forfeited by reason of the Nonpayment of any Call as herein authorized shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expence attending the Sale thereof or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall, on Demand, be paid to the Party to whom such forfeited Share shall have belonged: Provided always, that it shall not be lawful for the said Company or for the said Directors to sell or transfer more of the Shares of such Defaulter in Payment of Calls not answered than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Calls, and the Interest and Expences attending the same; and from and after Payment of such Monies, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands unsold shall revert to and again become the Property of the Party (or his legal Representatives, if he be dead) to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Calls had been duly paid.

Directors not to sell more than sufficient to pay Calls.

Shares remaining to revert to Owner.

Proceedings in Actions for Calls.

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

vided that the Name of the Defendant in the Record substantially agrees with that in such Book; and in order to prove that such Notice was given as aforesaid the Production of such Newspapers as aforesaid, containing such Advertisements as by this Act required, shall be *primâ facie* Evidence that such Advertisements were duly inserted in such Newspapers, and that such Newspapers were printed and published respectively at the respective Times they bear Date, and by such Printer, or Printer and Publisher, and at such Places and by such Persons respectively as they purport to be printed, or printed and published by and at respectively.

For ascertaining the Proprietorship of Shares, in case of Deaths, &c. in order to the making Calls.

CLXIII. And whereas, in Cases in which Proprietors of Shares in the said Undertaking shall die, or being Females marry, or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to other Persons, and no Register shall have been made of the Transfer thereof with the Clerk or Secretary of the said Company, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares, in order to give to them, or to their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain Actions, Suits, or other Proceedings against them, or against their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same; be it therefore enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the original Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed as herein provided, and such Declaration as is hereinbefore in that Behalf directed shall have been transmitted to the Clerk or Secretary of the said Company, then and in any of the Cases aforesaid, after Twenty-one Days Notice in Writing shall have been given under the Hands of Two Directors, or by the Clerk or Secretary of the said Company, to the Person or Corporation stated or claiming in such Declaration to be the then Proprietor of such Share, or delivered to some Inmate of the last or usual known Place of Abode of such Person, or of the Clerk or other principal Officer of such Corporation, to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited, and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers, and with such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon; or such Shares may, at the Option of the said Company, be consolidated in the general Fund of the said Company; and in case there shall be no such Declaration made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or delivered to some Inmate of the last known Place of Abode of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the event of the Share having been

been disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same; and in case the last or usual Place of Abode of any such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the Share shall be out of the Kingdom, such Notice shall be inserted in the *London Gazette* and in One Newspaper circulating in each of the several Counties through or into which the said Railway is intended to pass; and in all such Cases, and after such Notices, on Default being made, the said Shares shall be forfeited, and may be sold, or be consolidated with the general Fund of the said Company, in manner aforesaid; and the like Evidence of Title shall be sufficient on any Sale, and the like Indemnity to the Purchaser shall exist, as in other Cases of Sales on account of the Nonpayment of Calls: Provided always, that in the Cases of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Three Calendar Months after the Day on which such Notice shall have been delivered to some Inmate of their last known or usual Place of Abode in *England*, if any such shall be known, or if not known, inserted in the *London Gazette* and other Newspapers as aforesaid.

Shares to be deemed Personal Estate.

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

Shares may be sold.

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

Form of Conveyance of Shares.

'Midland Counties Railway.

'I *A. B.* of in consideration of the
'Sum of paid to me by *C. D.*
'of , do hereby assign and transfer
'to the said *C. D.* Share, numbered , of and
'in the Undertaking called "The Midland Counties Railway," to hold
'unto the said *C. D.*, his Executors, Administrators, and Assigns,
'[*or* Successors and Assigns], subject to the several Conditions on
'which I held the same immediately before the Execution hereof;
'and I the said *C. D.* do hereby agree to accept and take the said
'Share, subject to the Conditions aforesaid. As witness our Hands
'and Seals this Day of in the Year
'of our Lord .'

And on every such Sale the Deed or Conveyance (being executed by the Seller and Purchaser) shall be kept by the said Company, or by the Clerk or Secretary of such Company, who shall enter in some

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

Power to close Transfer Books at certain Periods.

CLXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Ten Days before each of the Yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take Notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books, but all such Transfers shall, as between the Parties claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meeting: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more Newspaper or Newspapers published in each of the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*.

After a Call, no Share to be sold until Call is paid.

CLXVII. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking, after any Call or Calls shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they at the Time of such Sale or Transfer shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred.

Power to pay Subscription in advance.

CLXVIII. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares) to make up the full Sum of One hundred

dred Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Interest to be paid on the Amount in advance.

CLXIX. And be it further enacted, That the said Company or the Directors thereof shall and they are hereby required to cause a true and particular Account to be kept, and to be made up once in every Year, of the Money received by or for the Use of the said Company by virtue of this Act, and of the Charges and Expences attending the making and maintaining the said Railway, and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company up to such Periods respectively; which Account shall be laid before the Yearly General Meeting of the said Company herein-before directed to be held in the Months of *May* or *June*, and which Account may be inspected by any Proprietor at any Time within Fourteen Days prior to the Day of such Yearly General Meeting: Provided always, that if the Account so to be laid before any General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Five Proprietors, each of whom shall hold at least Ten Shares in the said Undertaking, who shall examine into such Account, and for the better effecting that Object shall be and are hereby empowered to employ Accountants and other Persons, at the Expence of the said Company, and shall report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times, cause to be produced to the said Committee, or any Three Members thereof (which Number shall constitute a Quorum of such Committee), all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors or other Officers of the said Company relating to the Affairs of the said Company.

Accounts to be made up yearly.

CLXX. And be it further enacted, That it shall be lawful for the Directors for the Time being of the said Company and they are hereby empowered, from Time to Time, when and as they shall think proper, to declare and make a Dividend among the Proprietors of all the Shares in the said Undertaking out of the clear Profits of the said Undertaking, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Members of the said Company in the Joint Stock thereof: Provided always, that such Dividend shall not be made oftener than half-yearly, and no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any Degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day

Dividend to be declared by Directors.

a Day appointed for Payment of any Call of Money in respect thereof, until such Call shall have been paid.

Receipt of One Proprietor of a Share a sufficient Discharge.

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

Receipt of Parent or Guardian of a Minor, &c. a sufficient Discharge.

CLXXII. And be it further enacted, That in all Cases where Money shall be payable under the Provisions of this Act to any Proprietor who shall be a Minor, or *non compos mentis*, the Receipt of the Guardians or One of the Guardians (if more than One), or of the Committee or any One of the Committees of such *non compos mentis* Proprietor, shall be a sufficient Discharge to the said Company or their Treasurer for the same.

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

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

Tonnage Rates allowed to be taken.

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

For all Limestone to be burnt and used as Lime, and Lime, and Draining Tiles, and Coal, and Coal Slack, any Sum not exceeding One Penny *per* Ton *per* Mile:

For all Ironstone, and all Dung, Compost, and all Sorts of Manure, and all Materials for the Repair of public Roads and Highways, any Sum not exceeding One Penny Farthing *per* Ton *per* Mile:

For all Oak Bark, Iron, Coke, Culm, Charcoal, Cinders, Stone, Sand, Clay, Gypsum, Plaster, Chalk, and Whiting, Building, Pitching, and Paving Stones, Flags, Bricks, Tiles, and Slates, any Sum not exceeding Two-pence *per* Ton *per* Mile:

For all Sugar, Molasses, Corn, Grain, Flour, Potatoes, and other Vegetables,

Vegetables, Crates of Brown Earthenware and Stone Bottles, Dyewoods, Staves, Deals, Lead, and other Metals, any Sum not exceeding Two-pence Halfpenny *per* Ton *per* Mile:

For all Cotton and other Wool, Hides, Drugs, manufactured Goods, and all other Wares, Merchandize, Matters, or Things, any Sum not exceeding Three-pence *per* Ton *per* Mile.

Tolls on Carriages conveying Passengers or Cattle upon the Railway.

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

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

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

For every Sheep, Lamb, Calf, Pig, or other small Animal conveyed in or upon any such Carriage, the Sum of Three Halfpence *per* Mile:

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

Company may carry Passengers, Goods, &c. and Charge for Carriage.

CLXXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized (if they shall think proper) to use and employ locomotive and other Engines or other motive Power, and, in Carriages and Waggons drawn or propelled thereby, to carry and convey upon the said Railway, and also upon and along any other Railway communicating therewith, all such Passengers, Cattle, Goods, Wares, and Merchandize, Articles, Matters, and Things, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage and Conveyance as they may from Time to Time determine upon, in addition to the several Tonnages and Tolls herein-before authorized to be charged and received.

Passengers empowered to carry Forty Pounds Weight of Luggage, not exceeding Four Cubic Feet in Dimensions.

CLXXVII. Provided also, and be it further enacted, That every Person so conveyed by the said Company or by any other Person shall and may have carried and conveyed along with him any Quantity of Baggage or Luggage belonging to him, not exceeding in the whole Forty Pounds in Weight and Four Cubic Feet in Dimensions, without being liable or called upon to pay additional Rate, Toll, or Duty in respect thereof: Provided always, that nothing herein contained shall in any Case extend or be deemed or construed to extend to charge or make liable the said Company further or in any other Case than where, according to the Laws of this Realm for the Time being, Stage Coach Proprietors and Common Carriers would be liable; nor shall any thing herein contained extend or be deemed or construed to extend in any Degree to deprive the said Company of any Protection or Privilege which, either now or at any Time hereafter, Common Carriers

Carriers or Stage Coach Proprietors have or may have, but the said Company shall from Time to Time and at all Times have and be entitled to the Benefit of every such Protection and Privilege.

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

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

Regulations as to short Distances.

CLXXIX. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, or Things shall be, by whomsoever or howsoever, carried or conveyed on the said Railway for a less Distance than Six Miles, the said Company are, notwithstanding any thing to the contrary in this Act contained, hereby empowered to demand and receive the Maximum of the afore-mentioned Rates or Tolls respectively for a Distance of Six Miles, together with a reasonable Charge for the Expence of loading and unloading the same, in Cases where the loading and unloading shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Act not to prevent the Company from hiring locomotive Engines.

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

Company authorized to fix the Prices of small Parcels.

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

Regulations as to fractional Parts of a Ton or Mile.

CLXXXII. And be it further enacted, That (without prejudice to any of the Provisions herein-before contained) in all Cases in which there shall be a Fraction of a Ton, a Proportion of the said Rates, Tolls, and Duties may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained therein, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed and considered as a Quarter of a Ton; and in all Cases

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

Packages containing Goods of a dangerous Quality to be marked.

CLXXXIII. And for the better preventing Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same, be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left, at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Ten Pounds: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character; and it shall be lawful also for the said Company to restrain and prevent any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Power to reduce the Tolls.

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

Rates to be charged equally.

CLXXXV. Provided always, and be it further enacted, That the aforesaid Rates and Tolls to be taken by virtue of this Act shall at all Times be charged equally and after the same Rate *per* Ton throughout the whole of the said Railway, in respect of the same Description of Articles, Matters, or Things, and that no Reduction or advance in the said Rates and Tolls shall, either directly or indirectly, be made partially or in favour of or against any particular Person or Company, or be confined to any particular Part of the said Railway, but that every such Reduction or Advance of Rates and Tolls upon any

any particular Kind or Description of Articles, Matters, or Things shall extend to and take place throughout the Whole and every Part of the said Railway upon and in respect of the same Description of Articles, Matters, and Things so reduced or advanced, and shall extend to all Persons whomsoever using the same, or carrying the same Description of Articles, Matters, or Things thereon; any thing to the contrary thereof in anywise notwithstanding.

A List of the Tolls to be painted on Boards, and affixed in conspicuous Places.

CLXXXVI. Provided always, and be it further enacted, That the said Company shall from Time to Time cause to be painted on Boards or otherwise, and to be affixed and continued, and renewed as often as the same shall be obliterated and defaced, in or upon all Toll Houses or Places at which any Tolls by this Act authorized shall be appointed to be collected or received, in some conspicuous Place, and in large and legible Characters, an Account or List of the several Rates, Tonnages, Tolls, and Duties which the said Company shall from Time to Time so direct and appoint to be taken, and of the Price or Prices, Sum or Sums of Money so allowed to be taken for the Carriage of all and every such Parcels not exceeding Five Hundred Weight as aforesaid upon the said Railway: Provided also, that it shall not be lawful for the Company to demand or take, or cause to be demanded or taken, any such Rates, Tonnages, Tolls, or Duties, but for and during such Time as such Account or List as aforesaid shall remain so affixed, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distance for which such Rates or Tolls shall be taken, shall remain so set up, unless the same shall be accidentally removed or displaced, and shall not be restored or renewed by the said Company with all convenient Speed.

Persons demanding more than the proper Rates or Tolls subject to Penalty.

CLXXXVII. And be it further enacted, That in case any Owner or Master or other Person having the Care of any Waggon or other Carriage belonging to the said Railway, or any Collector of the Rates, Tonnages, Tolls, or Duties aforesaid, shall, after and whilst such Account or List shall be affixed and stuck up as aforesaid, demand or take more than the Price or Sum or Sums of Money therein specified and ascertained, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Penalty on Persons defacing the Boards.

CLXXXVIII. And be it further enacted, That if any Person shall wilfully or maliciously pull down, deface, or destroy any Board whereon any Rules, Orders, Bye Laws, Rates, Tolls, Tonnages, or Duties shall be painted or written, or any Stones, Posts, or other Marks designating the relative Distances on such Railway, or shall actually or constructively concur or aid therein, he shall, on Conviction on Oath by One Witness before One Justice of the Peace acting for the District wherein such Offence shall be committed (which Offence such Justice is hereby authorized to hear and determine), forfeit and pay to the said Company a Sum not exceeding Five Pounds for every such Offence.

CLXXXIX. And

For preventing Toll Collectors misbehaving.

CLXXXIX. And be it further enacted, That every Toll Collector shall and he is hereby required to place his Christian and Surname, painted on a Board in legible Characters, in the Front or on some other conspicuous Part of the Toll House or Station, immediately on his coming on Duty, each of the Letters of such Name or Names to be at least Two Inches in Length, and of a Breadth in proportion, and painted either in White Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the same Tolls, Tonnages, Rates, or Duties shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as such Collector as aforesaid, or shall demand or take a greater or less Toll, Tonnage, Rate, or Duty from any Person than he shall be authorized to do by virtue of the Powers of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall demand or take a Toll, Tonnage, Rate, or Duty from any Person who shall be exempt from the Payment thereof, and claim such Exemption, or shall refuse to permit or suffer any Person to read or shall in anywise hinder any Person from reading the Inscriptions on the Boards to be affixed and placed as aforesaid, or shall refuse to tell his Christian or Surname to any Person who shall demand the same, and who shall have paid the said Toll, Tonnages, Rates, or Duties, or any of them, or shall in answer to such Demand give a false Name or Names, or, upon the legal Tolls, Tonnage, Rate, or Duty being paid or tendered, shall unnecessarily detain or wilfully obstruct, hinder, or prevent any Carriage or Passenger from passing along the said Railway, or shall make use of any scurrilous or abusive Language to any Treasurer, Clerk, Engineer, or other Officer of the said Company, or to any Passenger upon or to any Person lawfully using the said Railway, then and in every such Case every such Toll Collector shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds.

Recovery of Rates.

CXC. And be it further enacted, That the Tolls, Rates, Tonnages, and other Sums hereby authorized and made payable for the Use of the said Railway, and for the Carriage of Goods, Wares, Merchandize, Matters or Things, Passengers or Cattle, to be carried or conveyed upon such Railway, shall be paid to such Person or Persons, at such Place or Places upon or near the said Railway, in such Manner and under such Regulations as the said Company at some General or Special General Meeting thereof, or as the said Directors or any authorized Committee thereof, shall, by Notice annexed to the Account or List of Tolls, Tonnages, Rates, and Duties, direct or appoint; and in case of Refusal or Neglect of Payment of such Rates, Tolls, or Duties as have accrued due, on Demand, to the Person or Persons appointed to receive the same as aforesaid, the said Company may, in case such Tolls, Rates, Tonnages, or Duties shall amount to the Sum of Twenty Pounds or upwards, sue for and recover the same, by Action of Debt or upon the Case, in any of His Majesty's Courts of Record; or the Person or Persons to whom such Tolls, Rates, Tonnages, or Duties ought to have been paid may and he and they is and are hereby empowered to seize the Goods or other Things for

for or in respect whereof any such Tolls, Rates, Tonnages, or Sums ought to be or to have been paid, or any Part thereof, and the Waggon or other Carriage laden therewith, or any other Goods or Things belonging to the Person liable to pay such Tolls, Rates, Tonnages, or Duties, and detain the same until such Payment shall be made, together with reasonable Charges for such Seizure and Detention; and if such Goods or other Things shall not be redeemed within Five Days next after the taking thereof the same shall be appraised and sold, and such Tolls, Rates, Tonnages, or Sums satisfied thereout, as the Law directs in Cases of Distress for Rent in arrear.

Owners of Carriages to give Account of Lading.

CXCI. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing or being upon the said Railway shall give an exact and true Account, in Writing signed by them, to the Collectors of the Rates or Tolls, at the respective Places where they shall attend for the Purpose of collecting such Tolls, of the Quantity of Goods and other Things as aforesaid which shall be in the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left or taken off the said Railway; and if the Goods or other Things contained in or upon any such Carriage shall be liable to the Payment of different Tolls, Tonnages, or Duties, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Tolls, Rates, Tonnages, or Duties; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading, to any Collector employed by the said Company demanding the same, or shall give a false Account, or shall deliver or take off any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Tolls, Rates, Tonnages, or Duties, and shall be thereof convicted before any Justice of the Peace acting for the Jurisdiction wherein the Offence shall be committed, on the Oath of One Witness, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods, or for any Parcel not exceeding Five Hundred Weight, and so in proportion for any less Quantity of Goods than a Ton or Five hundred Weight (as the Case may be), which shall be in or upon such Carriage of which such Account shall be so neglected or refused to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be delivered out or taken off, over and above the Rate, Toll, Tonnage, or Duty to which such Goods or Things may be liable under the Authority of this Act.

Weight of Goods ascertained.

CXCII. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of Tonnage, Rates, or Tolls, as aforesaid, be it further enacted, That as respects all such Goods and other Things as aforesaid (except Stone and Timber) One hundred and twelve Pounds Weight shall be deemed One Hundred Weight, and Twenty such Hundred Weight shall be deemed One

One Ton, and as respects Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity; any Law or Usage to the contrary notwithstanding.

Any Difference concerning the Weights, Rates, or Tolls, how to be settled.

CXCIII. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates or Tolls or any other Officer or Servant of the said Company, and any Owner of or Person having the Charge of any Carriage passing upon the said Railway, or respecting the Goods, Articles, or Things in or on such Carriage, or the Rates or Tolls due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, or gauging, appear to be of greater Weight or Quantity or of different Quality than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, and the Owner of such Carriage, and the respective Owners of such Goods and other Things, shall also, at the Option of the said Company, be liable to pay the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, on Refusal or Neglect of Payment thereof on Demand, shall and may be recovered and levied by and in such Ways and Manner as the said Rates and Tolls are in this Act authorized to be recovered and levied; but if such Goods, Articles, or Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having the Charge of such Carriage, and to the respective Owners of such Goods, Articles, or Things, such Damage as shall, if the Parties disagree, appear to any Justice of the Peace acting within his Jurisdiction, on the Oath (or in the Case of a Quaker Affirmation) of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made to appear to such Justice, upon the Complaint of the said Company, and upon like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Officer as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, or Things as aforesaid, such Damage as shall appear to and be adjudged by such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods of the said Company or of the said Collector or other Officer as aforesaid (as the Case may be) by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any),

upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid, as the Case may require; and in case the said Company shall pay such Damages and Costs then they shall have Power to recover the same from such Collector or other Person, and have the same Powers of Distress and Sale for the Recovery thereof as are herein given to the Owner or Person having the Charge of such Goods, Articles, or Things as aforesaid.

For settling Disputes about the Amount of Rates or Tolls.

CXCIV. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Tolls, Rates, Tonnages, or Duties due to the said Company under this Act, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or (as the Case may require) the Proceeds of the Sale thereof, until the Amount of the Tolls, Rates, Tonnages, or Duties due, or (as the Case may require) the Amount of Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting within his Jurisdiction, who, upon Application made to him for that Purpose, shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Rate, or Amount of the Tolls, Rates, or Duties due, or (as the Case may be) of the said Charges; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties in dispute to the other of them, as he shall think reasonable; and in case of Nonpayment thereof on Demand such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same, by Warrant under the Hand and Seal of such Justice.

Owners to put their Names, &c. on the Outside of their Carriages.

CXCV. And be it further enacted, That the respective Owners of Carriages passing or being upon the said Railway, and carrying Passengers or Goods for Pay, Hire, or Reward, shall (if required by the said Company) cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be delivered in Writing to and entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, and shall cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White Capital Letters and Figures on a Black Ground, Two Inches in Height at the least, and of a proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to view; and every such Owner shall permit every such Carriage to be weighed, measured, and gauged, at the Expence of the said Company, whenever it shall be required by the said Company, or by any Person by them appointed for that Purpose; and every Owner or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway, without such Carriage having been previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, together with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary, Clerk, or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and

and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall exhibit thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any such Carriage to be weighed, measured, gauged, or examined as aforesaid, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

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

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

Power to recover from Servants any Money paid for their Neglect.

CXCVII. Provided always, and be it further enacted, That in case any Owner of any Engine or Carriage passing or being upon the said Railway shall be compelled to pay any Penalty or make any Satisfaction for any Damage by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damages, or both, (as the Case may be,) with the Costs attending the same, to such, Owner; and

and in case of Nonpayment thereof on Demand, and Oath (or in the Case of a Quaker Affirmation) made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them, (as the Case may be,) and that the same hath not been repaid to him by such Servant although demanded (such Oath or Affirmation being made before any Justice of the Peace acting within his Jurisdiction in which such Damage or Penalty was incurred), such Penalty and Satisfaction, or either of them, (as the Case may be,) and the Costs aforesaid, shall be levied, by Warrant under the Hand and Seal of such Justice, by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, (as the Case may be,) and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and the Costs, so by him paid for the wilful Act, Neglect, or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and is hereby required to commit such Servant to some Common Gaol or House of Correction within the District within which such Offence shall have been committed, there to remain, without Bail or Mainprize, for any Term not exceeding Three Calendar Months.

Company to regulate the Passage on the Railway.

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

tion, Nuisance, or Hindrance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any such Rules or Regulations, or any Person or Persons infringing thereon, or otherwise, as the Necessity of the Case may require.

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

CXCIX. And be it further enacted, That no Carriage shall pass along or upon the said Railway or any Part thereof, or the Works connected therewith, (except in directly crossing the same, as herein authorized, for the Occupation of the respective Lands through which such Railway shall be laid, or in passing any public or private Carriage Road which may happen to cross the said Railway,) unless such Carriage shall at all Times, so long as it shall be used or shall be on the said Railway and Works or any Part thereof, remain and be of such Construction and in such State and Condition as the Rules and Regulations of the said Company may at the Time require; which Rules and Regulations the said Company are hereby expressly required to make, and are authorized wholly or partially to alter or revoke from Time to Time, with Power to make new Rules and Regulations, from Time to Time, in lieu of or in addition to any former Rules and Regulations: Provided always, that all the Rules and Regulations which the said Company may from Time to Time make in regard to such Carriages shall, before they have any Effect as Rules and Regulations, be published once in some One Newspaper of every County through which the said Railway shall pass; and such Publications as aforesaid shall be deemed and taken to be sufficient for all Purposes, and to be express Notice of all such Rules and Regulations to all Persons and Companies whomsoever, and the Production of a Newspaper of each of the said Counties, containing a Notice purporting to be a Notice of the Rules and Regulations of the said Company, shall for all Purposes be considered sufficient Evidence of the due making and Publication of such Rules and Regulations: Provided also, that if any Dispute shall at any Time arise between the said Company and the Owner of any such Carriage, as to the State or Condition of any such Carriage, in reference to the then existing Rules and Regulations of the said Company, such Disputes shall, when and as they may arise, be immediately referred to Three indifferent Persons, One to be appointed by the said Company, and another by the Owner of any such Carriage, and the Third to be appointed by the Two so first appointed previous to their entering on the Business of the Reference; and the Decision in Writing of such Three Arbitrators and their Umpire, or of any Two of them, (as the Case may be,) shall be final and conclusive, and which Decision they are hereby required to make; and if either the said Company or the said Owner shall, for Ten Days after being so required in Writing by the other of them, neglect or refuse to appoint a Referee to act on their or his Behalf, then the Referee of the other Party shall alone make a final Decision in Writing; and such Award or Decision shall, upon Proof of the Signatures thereto, be admitted in all Courts, and before all Judges, Justices, and others, as sufficient Evidence, for all Purposes whatsoever, of all the Facts therein stated; and if any Carriage, not being in the State and Condition which the Rules and Regulations of the said Company in existence at that Time may

may require, shall pass or be upon any Part of the said Railway or the Works connected therewith (except as aforesaid), the Owner thereof or his Servant, having for the Time being the Charge of any such Carriage, shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

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

CC. And whereas, for the greater Security of Passengers and other Persons travelling upon and using the said Railway, it is expedient that the locomotive Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Control of the said Company; be it therefore enacted, That no locomotive or other Engine or other Description of motive Power shall at any Time be brought or be upon or be used on the said Railway (except the locomotive Engines or other Engines of motive Power belonging to or found and provided by the said Company, or by such Person as may be from Time to Time especially licensed in that Behalf by the said Company, or which shall belong to or be provided by any other Railway Company acting by virtue of any Act of Parliament, whose Road shall communicate with the said Railway, and which shall usually travel on the Road of such other Railway Company,) unless the same shall first have been approved of by the said Company; and it shall be lawful for the said Company and they are hereby required, within Twenty-one Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent by them appointed in that Behalf to inspect and examine such Engine at any Place within Five Miles of the said Railway, and report thereon to the said Company; and such Engineer or other Agent shall and they are hereby required, within Ten Days after such Report, to give to the Party requiring the same a Certificate, stating whether such Engine is or is not fit and proper to be used on the said Railway, and whether he approves or disapproves of the same; and it shall be lawful for the said Company from Time to Time, upon the Report of their Engineer or other Agent in that Behalf appointed, of any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway or any Part thereof any locomotive or other Engine without having first obtained such Certificate of Approval by the Company's Engineer as aforesaid, or in case, after Notice given by the said Company, their Engineer or Agent, to remove from or not to use upon the said Railway or any Part thereof any Engine so disapproved of as aforesaid, and the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway or any Part thereof without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval in Writing by the Company's Engineer or Agent as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence; and the said Company are hereby authorized to remove any such Engine from the said Railway, doing as little Damage to such Engine as conveniently may be.

CCI. And

Steam Engines to consume their own Smoke.

CCI. And be it further enacted, That the Boiler of every locomotive Steam Engine to be used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way, by the Order and Adjudication of a Justice of the Peace acting within his Jurisdiction, on Complaint to him for that Purpose made, in the same Manner as other Penalties and Forfeitures (for the Recovery whereof no special Directions are given) are by this Act directed to be recovered; one Half of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Half to the Constable or other proper Officer of the Parish or Place where such Offence shall be committed, in aid of the Poor Rate of such Parish or Place, and if there shall be no such Poor Rate towards the Highway Rate or County Rate payable therefrom.

Weights allowed to be carried.

CCII. And be it further enacted, That no Carriage shall carry at any one Time upon the said Railway, including the Weight of such Carriage, more than Four Tons Weight, except in any one Piece of Timber, Block of Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons (except by special Permission in Writing of the said Company), including the Weight of the Carriage, and for and on account whereof the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per* Ton *per* Mile, exclusive of such Sum as the said Company shall think proper to charge for the Use of the locomotive Engine or other motive Power for the drawing or propelling the same, if provided by the said Company; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company or their Agents, and for and on account of the Passage of which along the said Railway the said Company are hereby authorized to demand, receive, and recover such Sum as they may deem proper.

Rates to be paid to Company for Wharfage.

CCIII. And be it further enacted, That it shall be lawful for the said Company, from Time to Time and at all Times hereafter, to demand, receive, and recover, for the Wharfage of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the Wharfs of the said Company, the Rates, Tolls, or Duties following; (that is to say,)

For every Ton of Coals, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Bricks, Tiles, Slates, Goods, Merchandize, or other Things which shall be landed, loaded, or placed in or upon the said Wharfs or any of them, and shall continue thereupon for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding the Sum of One Penny *per* Ton, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles, or any of them, shall be left and remain in and upon any of the Wharfs or Ware-

Warehouses belonging to the said Company, over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage, and One Shilling *per* Ton for the warehousing thereof, for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Articles shall remain upon the said Wharfs or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take, for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at one single Lift of the Crane, being less than Two Tons, the Sum of Sixpence *per* Ton, for any Weight to be raised at one single Lift of Two Tons and less than Three Tons, the Sum of One Shilling *per* Ton, for any Weight to be raised at one single Lift of Three Tons and less than Four Tons, the Sum of One Shilling and Sixpence *per* Ton, and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at one single Lift of the Crane, and so in proportion.

Penalty on Owners of Goods not removing them after Notice.

CCIV. Provided always, and be it further enacted, That if the Owner or Owners of any Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall permit the same to remain in or upon the Wharfs or Warehouses belonging to the said Company beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Owner or Owners shall forfeit and pay to the said Company, for each and every Day any such Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice, any Sum not exceeding Two Shillings and Sixpence *per* Ton.

Company empowered to lease the Rates and Tolls.

CCV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to let the Tolls, Tonnages, Rates, and Duties by this Act made payable, or any Part thereof, upon the Whole or any Part of the said Railway, to any Corporation or any Person for any Term which they shall think proper, not exceeding Three Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid, and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Tolls, Tonnages, Rates, or Duties so let, shall, during the Continuance of such Lease, be deemed Collectors of the Tolls, Tonnages, Rates, or Duties so let out, for the proper Use of the Lessees thereof, and shall have the same Power and Authority to collect and recover the same, and be subject to the same Rules, Duties, and Penalties, as if they had been appointed for that Purpose by the said Company: Provided always, that public Notice of the Intention to let the said Tolls, Tonnages, Rates, and Duties, or the

the Part thereof intended to be let, shall be given by the said Company by Advertisement in some Newspaper published within the County wherein the Tolls, Tonnages, Rates, and Duties so intended to be let shall be receivable, at least Thirty Days prior to any Meeting of the said Company, or of the said Directors of such Company, at which it may be intended that the said Tolls, Tonnages, Rates, and Duties shall be let as aforesaid: Provided also, that no Agreement by the said Company for the letting the said Tolls, Tonnages, Rates, and Duties, or any Part thereof, shall be valid or effectual, unless and until the same shall have been approved of by a General or Special General Meeting of the said Company.

Power of Re-entry in case of Non-performance of Conditions.

CCVI. And be it further enacted, That in case any of the Tolls, Tonnages, Rates, or Duties granted by this Act shall be demised or let to farm to any Person in any Manner whatsoever, and the Lessee or Farmer thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them, or in case all or any Part of any Rent agreed to be paid by any such Lessee or Farmer shall be in arrear or unpaid for the Space of Ten Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Tolls, Tonnages, Rates, or Duties, or in case any temporary or other Collector of any of the said Tolls, Tonnages, Rates, or Duties shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person, being in Possession of any Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers of this Act, shall, for or within the Space of Seven Days after Demand thereof made in Writing, given or left at such Toll House, Office, Weighing Machine, or Building, or at any such Toll Houses, Offices, Weighing Machines, or Buildings which shall be or have been in the Possession or Occupation of such Collector or Person, (such Demand in Writing to be signed by any Two or more of the said Directors, or by the Secretary or Clerk for the Time being of the said Company,) refuse to or not deliver up Possession of the same, or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable, then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace acting within their Jurisdiction, upon Application made by the said Directors, or by the Secretary or Clerk for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices respectively, to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take Possession of every or any such Toll House, Office, Weighing Machine, or other Building, with the Appurtenances thereunto belonging, and to remove and put such Lessee, Farmer, or Collector, or other Person who shall be found therein, together with his Goods and Chattels, from and out of the same and the Possession thereof, and from the Collection of such Tolls, Tonnages, Rates, or Duties, and to put the said Company or their

their Agent, or their new Lessee, Farmer, or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate or determine the Lease, Contract, or Agreement (if any) which was previously subsisting, and the same shall accordingly be utterly void to all Intents and Purposes (save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other non-performed or broken Obligations, Covenants, or Agreements on the Lessee's Part), and it shall be lawful for the said Company in every such Case, either during such Proceedings or on the Termination thereof, again to demise or let to farm the said Tolls, Tonnages, Rates, or Duties to the same or any other Person or Persons, or cause them to be collected in such and the like Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

Company empowered to contract with other Railway Companies.

CCVII. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements, so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interest; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, and they are by this Act empowered, from Time to Time, by an Order of any General or Special Meeting of the said Company, to make and enter into any Contract or Agreement with any other Railway Company (and which Contract or Agreement all other Railway Companies are hereby authorized and empowered to make and enter into), either for the Division or Apportionment of Tolls, Tonnages, Rates, and Duties, or for the Passage over or along the Railway or any Part thereof by this Act authorized to be made, of any Engines, Coaches, Waggons, or other Carriages of or belonging to any other Railway Company, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engines, Coaches, Waggons, or other Carriages which shall belong to the Company hereby incorporated, or pass over or along their Line of Railway, upon the Payment of such Tolls, Tonnages, Rates, and Duties, and under such Conditions and Restrictions as may be deemed advisable and be mutually agreed upon; and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable, and that such Contracts may contain such Covenants, Clauses, Provisoes, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon:

Contract not to affect Persons not Parties to it.

Provided always, that no such Contract shall in any Manner alter, affect, increase, or diminish any of the Tolls, Tonnages, Rates, or Duties which the respective Companies, Parties to such Contracts, shall for the Time being be respectively authorized and entitled to have, demand, recover, or receive, of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of any of the said Railways, upon the same Terms and Conditions, and on Payment of the same Tolls, Tonnage, Rates, and Duties as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person, Party thereto, over any other Company or Person, but

but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Tolls, Tonnages, Rates, or Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Person or Party using the said Railway shall pay or be liable to pay any greater Amount of Tolls, Tonnages, Rates, or Duties for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway, than any of such Railway Companies.

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

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

Indictments, Informations, &c. how to be preferred or instituted.

CCIX. And be it further enacted, That in all Indictments, Informations, or legal Proceedings whatsoever, to be preferred, instituted, or carried on against any Person for feloniously taking, stealing, or embezzling, or for destroying, damaging, or injuring, removing or carrying away, any Goods, Chattels, or Property of or belonging to the said Company, or any Goods, Chattels, or Property in their Custody or Possession, or in the Custody or Possession of any Officer or Servant of the said Company, or for and on behalf of any other Person or Corporation having deposited such Goods, Chattels, or Property in the Care or Custody of the said Company, or other their Officers or Servants, or any Goods, Chattels, or Property in or on the said Railway, or any of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, and in all other Indictments, Informations, or legal Proceedings whatsoever of or concerning such Goods, Chattels, or Property respectively, it shall be sufficient to describe and refer to such Goods, Chattels, and Property respectively as the Goods, Chattels, and Property of the said Company; and in case the same shall have been so as aforesaid feloniously taken, stolen, or embezzled, or removed or carried away, to allege that the same were so feloniously taken, stolen, embezzled, removed, or carried away (as the Case may be) from the said Company; and it shall be sufficient, on the Trial or Hearing of any such Indictment, Information, or other legal Proceeding, to prove that at the Time when such Goods, Chattels, and Property respectively were so feloniously stolen, taken, or embezzled, or so damaged, destroyed, or injured, or removed or carried away, or when other the Matter or Thing complained of in such Indictment, Information, or other legal Proceeding took place, such Goods, Chattels, and Property were in

or

or on the said Railway, or some of the Yards, Stations, Works, Warehouses, or Premises belonging to the said Company, or in the Custody or Possession of some Officer or Servant of the said Company, for and on behalf of the said Company, or for and on behalf of some Person or Corporation having deposited the same with the said Company, without any other Proof of Property.

Punishment of Persons in the Service of the Company for Drunkenness.

CCX. And whereas it is expedient, for the further Security of Property, and the better Conduct of the Business on the said Railway, after the same or any Part thereof shall be completed, that Punishment, beyond that which is now by Law provided should be inflicted upon any Person in the Service of the said Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Five Pounds nor less than Twenty Shillings.

Penalty for obstructing Railway, &c.

CCXI. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods or Things, shall be placed or be suffered to remain on any Part of the said Railway or other Works so as to endanger or obstruct the Passage or working thereof, and if the Person having the Care of such Carriage, Goods, or Things shall not, immediately upon Request made by any Person, remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, it shall be lawful for any Agent, Officer, or Servant of the said Company to cause any such Carriage, Goods, or Things to be unloaded, if necessary, and to be removed, in such Manner as shall to him seem proper for preventing, terminating, or removing such Danger or Obstruction; and such Person so offending shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Time than an Hour; and it shall be lawful for any Agent or Servant of the said Company to detain such Carriage, Goods, Chattels, or Things, or any Part thereof, until the Expences occasioned by such unloading, Removal, or Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, except for wilful Damage done to any Carriage, Goods, or Things so unloaded, removed, or detained; nor shall they or he be liable for the safe Custody of any such Carriage, or any Goods, Chattels, or Things which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so detained.

CCXII. And

Penalty for obstructing the free Course of the Railway.

CCXII. And be it further enacted, That if any Person shall throw or place, or wilfully or carelessly scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up on or near the said Railway or other Works, unless by Authority of the said Company, or their Agents or Officers, or shall wilfully obstruct or prevent any Person acting in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he, and every Person actually or constructively aiding or assisting therein, shall respectively forfeit and pay any Sum not exceeding Ten Pounds for every such Offence.

Penalty for destroying Works.

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

Railway not to be used as a Passage for Cattle.

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

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

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

doing or by consequence thereof the Passage upon or along the said Railway be not in any way hindered or obstructed, or the same, or the Works connected therewith, be not in any way damaged.

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications made.

CCXVI. Provided also, and be it further enacted, That so soon as the said Company shall have built, formed, and constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway, and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway, from each of such Bridges, Archways, Culverts, or Passages, to the others or other of them, within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands such Bridges, Archways, Culverts, or Passages and Paths, or Roads, shall have been made, and also of the Occupier of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or drive any Horse, Mule or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, across the said Railway, pursuant to the Power herein-before contained, shall cease, determine, and be at an end.

Penalty on Persons travelling on Foot on Railway.

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

Gates to be shut and fastened after Carriages have passed through.

CCXVIII. And be it further enacted, That all Persons opening any Gate set up across the said Railway on any Part thereof shall and they are hereby respectfully required, as soon as they, and the Waggon or other Carriage, Animal or Thing, under the Care of such Persons, or which they may accompany, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay for every such Offence any Sum not exceeding Forty Shillings.

The whole of the Expence to be subscribed for before the compulsory Powers of the Act are put in force.

CCXIX. And whereas the probable Expence of making the said Railway and other Works hereby authorized will amount to the Sum of One million Pounds, and the Sum of Seven hundred thousand Pounds and upwards, or more than Two Third Parts thereof, has been already subscribed for by several Persons, under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed for; be it therefore enacted, That the whole of the said Sum of One million Pounds shall be subscribed for in like Manner before

before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

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

CCXX. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for either of the respective Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and the Town and County of the Town of *Nottingham*, that the whole of the said Sum of One million Pounds hath been subscribed as aforesaid, (and which Certificate such Justice is hereby authorized and required to grant, on Application made to him by the said Company, and on Production of the Subscription Deed of or relating to the said Company,) shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million Pounds has been subscribed.

If Land not contracted for within Two Years, the Power to take Property by Compulsion to cease.

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

If Railway not completed within Seven Years, the Powers to cease, except as to such Part as shall be completed.

CCXXII. And be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall thenceforth cease and determine, save only and except as to so much (if any) of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace of the said Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and the said Town and County of the Town of *Nottinghnm*, or any One of them, assembled at any General or Quarter Sessions of the Peace to be holden in and for the said Counties or any of them at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Oath or Affirmation of Two or more Witnesses to be produced before them for the Purpose.

Directors not personally answerable for Acts legally done as Directors.

CCXXIII. And be it further enacted, That none of the Directors of the said Company hereby appointed, or hereafter to be appointed under the Authority of this Act, shall, by reason or means or on account of his being Party to, or making, signing, or executing in his

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

For the Indemnity of the Directors.

CCXXIV. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the Assets for the Time being of the said Company, and if necessary by Calls for that Purpose of the Capital which may remain unpaid; and the Directors for the Time being of the said Company shall apply the then existing Funds, Assets, and Capital of the said Company for the Purpose of such Indemnity and Reimbursement.

Authenticated Bye Laws, &c. to be Evidence.

CCXXV. And be it further enacted, That in all Cases of Prosecution against any Person or Persons breaking, violating, or infringing the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper or Parchment, purporting to be a true Copy of the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the said Company affixed thereto, shall be Evidence of the Existence and of the due making of such Bye Laws, Rules, or Orders; and it shall be sufficient to prove orally, without the Production of any examined Copy, that a printed Paper or painted Board, containing a Copy of such of the Bye Laws, Rules, or Orders as shall subject any Person (not being a Proprietor of the said Company) to any Fine or Penalty, hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced or damaged hath been replaced as soon as conveniently might be, unless Proof shall be produced by the Defendant that such printed or written Paper or Parchment or painted Board is not a Copy of such Bye Laws, Rules, or Orders, or hath not been duly affixed and generally continued in manner by this Act directed.

CCXXVI. And

How Debts may be proved in Cases of Bankruptcy.

CCXXVI. And be it further enacted, That in case any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, shall become bankrupt or insolvent, the Clerk or Secretary or Treasurer of the said Company for the Time being shall have and exercise all the same Powers and Privileges, and may do all the same Acts, as to the Establishment or Proof of Debts, voting in the Choice of Assignees, and signing Certificates, and otherwise, in respect of or relating to the Claim or Demand of the said Company, as any Person, being a Creditor of such Bankrupt or Insolvent in his own Right, or a Claimant against his Estate, would have or might have done in respect of his Debt or Claim.

What shall be good Service of Notice on the Company.

CCXXVII. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice, or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Clerk or Secretary of the said Company, or leaving the same at any Office of the said Company, or of such Clerk or Secretary, or delivering the same to some Inmate at such Office of the said Company, or at the last or usual Place of Abode of such Clerk or Secretary, or in case the same respectively shall not be found or known then personal Service thereof upon any One Director of the said Company, or delivering the same to some Inmate of the last or usual Place of Abode of such Director, shall be deemed good and sufficient Service of the same respectively on the said Company.

What shall be good Service of Notice by the Company.

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

In case of Extra-parochial Places, the Constable to do the same acts as the Churchwarden.

CCXXIX. And be it further enacted, That in all Cases in which by this Act any Notice is required to be served upon the Churchwarden of the Parish, Township, or Place to which the same shall relate, or any Sum of Money is directed to be paid to such Churchwarden, or any Act, Matter, or Thing is directed to be done by such Churchwarden, and the Place in respect of which such Notice, Payment,

ment, Act, Matter, or Thing shall arise shall be extra-parochial, Notice served upon and Payment made to, and every Act, Matter, or Thing done by a Constable acting within such Extra-parochial Place shall be as good, valid, and effectual as if the same were respectively served upon, made to, and done by any Churchwarden as herein directed.

For compelling Witnesses to attend.

CCXXX. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace acting within his Jurisdiction, or other Person or Persons by this Act authorized to require the same, touching any Matter or Fact contained or involved in or affecting any Information, Order, or Complaint laid in pursuance of or for any Offence committed against the Provisions of this Act, or any Matter which is hereby referred to any Justice of the Peace, either on the Part of the Prosecutor or on the Part of the Party summoned or accused, shall refuse or neglect to or shall not appear at the Time and Place to be for that Purpose appointed in such Summons, having been paid or tendered a reasonable Sum for his Costs and Expences, without showing to the Satisfaction of the Justice or other Person or Persons before whom he has been summoned to appear a reasonable Excuse for his Refusal or Neglect so to appear, or appearing shall refuse to be examined upon Oath (or in the Case of a Quaker on Affirmation) to give Evidence before such Justice, or other Person or Persons by this Act authorized to require the same, then and in any of the said Cases every such Person so neglecting, refusing, or making default shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

General Power for Justices to administer Oaths.

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

Directors empowered to grant Releases to Witnesses.

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

other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

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

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

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

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

Recovery and Application of Penalties.

CCXXXV. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order made in pursuance thereof, (the Manner of levying or recovering whereof is not herein otherwise particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of any Two Justices of

of the Peace acting within their Jurisdiction, on Complaint to them for that Purpose made; and such Penalties and Forfeitures shall and may afterwards be levied, as well as the Costs (if any) of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised and recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, One Moiety to the Informer, and the Remainder to the said Company, for the Use and Benefit of the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case the same shall be paid, One Moiety to the Informer, and the Remainder to the Churchwarden of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Churchwarden in aid of the Poor Rate of such Parish, Township, or Place (if any), and if not towards the County or Highway Rate payable therefrom; and in case such Penalties or Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices for his Appearance before any such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress (such Time being not more than Ten Days from the taking of such Security), and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of any such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but they are hereby required, by Warrant under their Hands and Seals, to commit such Offender to some Common Gaol or House of Correction for the County, Town, or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be paid and satisfied, together with all Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall otherwise be discharged by due Course of Law.

Justices may proceed by Summons in the Recovery of Penalties.

CCXXXVI. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace acting within his Jurisdiction before whom Complaint shall be made for any Offence committed against the Provisions

visions of this Act, or against any Bye Law, Order, or Rule made in pursuance hereof, to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons, without Information in Writing or in Print, shall be as valid and effectual, to all Intents and Purposes, as if an Information in Writing or in Print had been exhibited.

For securing transient Offenders.

CCXXXVII. And be it further enacted, That it shall be lawful for any Collector, Surveyor, or other Officer or Servant of the said Company, and such Persons as he shall call to his Assistance, to seize and detain any Person whose Name or Residence shall be unknown to such Collector, Surveyor, or other Officer or Servant, who shall commit any Offence against the Provisions of this Act, and to convey him with all convenient Dispatch before some Justice of the Peace within whose Jurisdiction such Offence shall be committed, without any other Warrant or Authority than this Act for so doing; and such Justice is hereby empowered and required to proceed immediately to the Conviction or Acquittal of each such Offender.

Distress not unlawful for Want of Form.

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

Forms of Information and Conviction:

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

Form of Information.

‘ to wit. } BE it remembered, That on the Day of
‘ in the Year of our Lord
‘ *A. B.* of informeth me *C. D.*, One [*or*
‘ *C. D.* and *E. F.*, Two] of His Majesty's Justices of the Peace for
‘ the County of [*or* for the Borough *or* Town
‘ of , *as the Case may be*], that *E. F.*, late of
‘ [*here describe the Offence, and the Time and Place when and where*
‘ *committed*],

'*committed*], contrary to an Act passed in the Year 'of the Reign of His Majesty King *William* the Fourth, intituled '[*insert the Title of this Act*], which hath imposed a Forfeiture of ' for the said Offence. Taken the Day 'of in the Year of our Lord , before 'me, *C. D.* [*or* us, *C. D.* and *E. F.*]'

Form of Conviction.

' } BE it remembered, That on the Day of
'to wit. } in the Year of our Lord
'*A. B.* is convicted before me *C. D.*, One [*or* us *C. D.* and *E. F.*, 'Two] of His Majesty's Justices of the Peace for the County, 'Borough, *or* Town of [*here describe the Offence, 'and the Time and Place when and where committed*], contrary to an 'Act passed in the Year of the Reign of His Majesty 'King *William* the Fourth, intituled [*insert the Title of this Act*]. 'Given under my Hand and Seal [*or* our Hands and Seals] the Day 'and Year first above written.

'*C. D.* [*or C. D.* and *E. F.*]'

Justices to appoint special Constables.

CCXL. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace acting within their Jurisdiction, and they are hereby required, from Time to Time to appoint such fit and proper Persons as shall be nominated to them by any Three of the Directors of the said Company in Writing for that Purpose to be Special Constables within the Limits of the respective Jurisdictions of such Justices upon the said Railway and other Works; and every Person so appointed shall take an Oath, to be administered by any of the said Justices of the Peace, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises of or belonging to the said Company, without reference to any Parochial or County or other Division or Boundary, and he and they shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending Offenders, as well by Night as by Day, and for doing therein all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices or any Three or more Directors of the said Company to dismiss or remove any such Constable from his Office of Constable, and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed shall wholly cease.

Persons aggrieved may appeal to Quarter Sessions.

CCXLI. And be it further enacted, That all Persons and Corporations who may think themselves aggrieved by any Bye Law, Rule, or Order of the said Company or of the said Directors, or any Order or Judgment given in pursuance thereof, and also the said Company and all other Corporations and Persons who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice or

or Justices of the Peace, relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Fourteen Calendar Months next after any such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County, Town, Borough, or Place where the alleged Cause of Appeal shall arise, first giving Twenty-one Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Corporation or Person against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice, and, in the Case of an Individual appealing, entering into Recognizance before some Justice or Justices of the Peace, with Two sufficient Sureties, conditioned to try such Appeal, and to appear and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General or Quarter Sessions, or if they think proper adjourn the hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County, Town, Borough, or Place; and the said Justices may, if they see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Rule, Bye Law, Order, or Determination, or summary Conviction, and may also order any such further Satisfaction to be made to the Party injured as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they in their Judgment shall think just and reasonable, and may levy, raise, and pay over the same, with reasonable Costs, by Order of Court, as is usual in like Cases or Orders of Justices in Sessions.

Proceedings not to be quashed for Want of Form.

CCXLII. And be it further enacted, That no Proceeding to be had or taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari or by any other Writ or Proceeding whatsoever into any of His Majesty's Courts of Record at *Westminster* or elsewhere, any Law or Statute to the contrary notwithstanding.

Limitation of Actions.

CCXLIII. And be it further enacted, That no Action, Suit, or Information, nor any other Proceedings of any Nature soever, shall be brought, commenced, or prosecuted against any Person or Corporation for any thing done or omitted to be done in pursuance of this Act or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in or by this Act, unless Eight Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Cause of Action shall arise (or in case there shall be a Continuation of Damage then within Six Calendar Months next after such Cause of Action shall have ceased), nor unless such Action, Suit, or Information shall be laid and brought in the County or Place where such Cause of Action shall arise; and the Defendant in such Action, Suit, Information, or other Proceeding may plead the General Issue, and give this Act and the special Matter

Matter in Evidence at any Trial to be had thereupon, and that the Acts or Things were done or omitted to be done in pursuance of or by the Authority or this Act; and if they shall appear to have been so done or to have been so omitted to be done, or if it shall appear that such Action, Suit, Information, or other Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; upon which Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in other Cases.

Plaintiff not to recover after Tender of Amends.

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

Mortgagees Officers, &c. not to be disqualified from giving Evidence.

CCXLV. And be it further enacted, That no Person shall be deemed incompetent to give Evidence or be disqualified from giving Testimony or Evidence in any Action, Suit, Prosecution, or other legal Proceedings to be brought or had in any Court of Law or Equity, or before any Justice or Justices of the Peace, under or by virtue of this Act, by reason of being a Farmer, Lessee, or Collector of the Tolls hereby granted, or by reason of being a Treasurer, Secretary, or Clerk, or other Officer or Servant of the said Company, or by reason of being an Inhabitant of any County, Parish, Township, or Place in which any Offence shall be committed contrary to this Act, or by reason of his being in any otherwise interested in the said Undertaking, or in any Penalty or Part or Share of any Penalty which is by this Act made payable to the County Treasurer, or to the Churchwardens and Overseers of the Poor, or Constable of any Parish, Township, or Place; nor shall such Testimony or Evidence, for any of the Reasons aforesaid, be rejected or be liable to be questioned or set aside.

Power to raise an additional Sum by Mortgage.

CCXLVI. And be it further enacted, That in case the Money by this Act authorized to be raised by Subscription, as herein-before mentioned, shall be found insufficient for the making, completing, and maintaining of the said Railway and other Works by this Act authorized to be made, and for defraying all necessary Charges and Expences

Expences relating thereto, or for the Purposes of this Act, and the said Company shall be desirous of raising a further and additional Sum of Money, it shall be lawful for the said Company, by an Order of any General or Special General Meeting thereof, to borrow and take up at Interest any such further or additional Sum, not exceeding in the whole the Sum of Three hundred and thirty-three thousand Pounds, on the Credit of the said Undertaking, as to them shall seem meet and convenient, and the said Company, or the Directors thereof, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby authorized and empowered to mortgage and assign the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, (the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums,) as a Security for any further Sum of Money to be borrowed as aforesaid, with Interest, to such Person as shall advance the same; and a Copy of the Order of any such General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum or Sums of Money (certified by the Clerk or Secretary of the said Company to be a true Copy) shall be sufficient Evidence of the Money authorized to be raised by Subscription being insufficient for the Purposes of this Act, and of the due making the Order for raising such additional Sum as herein-before recited; all which said Mortgages or Assignments shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

'Midland Counties Railway Company.

'Number

'BY virtue of an Act passed in the Year of the Reign 'of His Majesty King *William* the Fourth, intituled [*here set 'forth the Title of this Act*], we, the Company of Proprietors of the 'Midland Counties Railway, incorporated by and under the said 'Act, in consideration of the Sum of Pounds 'to us in hand paid by 'of , do assign unto the 'said , his [*or* her] 'Executors, Administrators, and Assigns, the said Undertaking, 'and all and singular the Rates, Tolls, and Sums of Money arising 'by virtue of the said Act, and all the Estate, Right, Title, and 'Interest of the said Company in and to the same, to hold unto the 'said his [*or* her] Executors, 'Administrators, and Assigns, until the said Sum of 'Pounds, together with Interest for the same after the Rate of ' Pounds for every One hundred Pounds for a 'Year, shall be fully paid and satisfied. Given under our Common 'Seal this Day of in the Year 'of our Lord .'

Mortgagees not entitled to Preference by Reason of

And every Person to whom such Mortgage or Assignment shall be made shall be equally entitled, one with the other, to his Proportion of the said Rates, Tolls, Sums, and Premises, according to the respective

the Priority of Date, but all Mortgagees to be rateably entitled to Tolls.

respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of the Priority of Date of any such Order or Meeting, or of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Name of the Person, with his proper Addition, to whom the same shall have been made, and the Sum borrowed, together with the Rate of Interest to be paid thereon, shall within Twenty-one Days next after the Date thereof be entered in a Book or Books to be kept by the Clerk or Secretary of the said Company, which said Book or Books may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, without Fee or Reward; and every Person to whom any such Mortgage or Assignment shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time, by Writing duly stamped, in which the Consideration for the same shall be duly stated, transfer his Right or Interest therein to any other Person whatsoever; and such Writing may be in the Words or to the Effect following; (that is to say),

Memorial of Mortgage to be entered in a Book.

Mortgagees empowered to transfer Mortgages.

Form of Transfer of Mortgage.

'Midland Counties Railway Company.

'I *A. B.* of , in consideration of 'the Sum of paid by *C. D.* 'of , do hereby transfer to the 'said *C. D.* a certain Mortgage, Number , made by 'the Company of Proprietors of the Midland Counties Railway 'to , bearing Date the 'Day of , for securing the Sum of 'Pounds and Interest, and all my Right and Property therein, to 'the said his Executors, Administrators, and 'Assigns. Dated the Day of 'in the Year of our Lord .'

Transfer to be produced within Twenty-eight Days, and Memorials entered.

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

Power to borrow of Exchequer Loan Bill Commissioners, and give Security.

CCXLVII. And be it further enacted, That it shall be lawful for the said Company, at any Time or from Time to Time, by Order of any General or Special General Meeting, to borrow of the Commissioners for carrying into execution an Act of Parliament passed in the Third Year of the Reign of His late Majesty King *George* the Fourth, intituled

intituled *An Act to amend Two Acts of the Fifty-seventh Year of His late Majesty and the First Year of His present Majesty, for authorizing the Issue of Exchequer Bills and the Advance of Money for carrying on Public Works and Fisheries and Employment of the Poor, and to authorize a further Issue of Exchequer Bills for the Purposes of the said Act*, any Sum of Money not exceeding in the whole the Sum of Money hereby authorized to be raised by Mortgage as aforesaid, and by Deed under the Common Seal and at the Costs of the said Company to assign and assure to the Secretary for the Time being of the Commissioners, and as they shall direct, free from all Incumbrances, the said Undertaking, and all the Works and Property of the said Company, and all Rates, Tolls, Profits, and Receipts accruing and thereafter to accrue to or for the Use of the said Company under or by virtue of the Authority of this Act, or otherwise for securing to the said Commissioners the Repayment of the Amount of the Exchequer Bills to be so borrowed as aforesaid. 3 G. 4. c. 86.

Security to Commissioners to have Priority.

CCXLVIII. And be it further enacted, That every Security to be given to the said Commissioners as aforesaid shall not be affected by any Informality in any Meeting or Proceeding of the said Company or the said Directors, and shall have Priority over all other Mortgages, Charges, and Securities whatsoever to be created by the said Company under the Authority of this Act.

Interest of Money borrowed to be paid in preference to Dividends; and in case Interest is in arrear, Justices empowered to appoint Persons to receive Tolls, &c. on behalf of Mortgagees.

CCXLIX. And be it further enacted, That the Interest of the Money which shall be raised by Mortgage or Assignment as aforesaid shall be paid half-yearly to the Persons entitled thereto, and in preference to any Dividends payable by virtue of this Act to the Proprietors of the said Company or any of them; and in case such Interest or any Part thereof shall be behind and unpaid by the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Seven Days next after such Thirty Days, and Demand in Writing shall have been made to the said Company, or left at the Office of the said Company, it shall be lawful for Two or more Justices of the Peace acting for the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, and for the Town and County of the Town of *Nottingham*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any Mortgagee or Assignee of a Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint One or more Person or Persons to receive the Whole or such Part or Parts of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid, and the Money so to be received by such Person or Persons is hereby declared to be so much Money received by or to the Use of such Person or Persons to whom such Interest shall be then due, until the same, together with the Costs of recovering and receiving such Rates, Tolls, or Sums, shall be fully satisfied and paid; and after such Interest and Costs shall have been fully paid and satisfied the Power and Authority of such Receiver and Receivers for the Purposes aforesaid shall cease and determine; or otherwise the Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by

by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

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

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

Holders of Mortgages for unlimited Periods may demand Payment after Twelve Months from Date, and Directors may pay off such Mortgages on giving Six Months Notice.

CCLI. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at the Expiration or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary or Clerk of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof or any Part of the Money thereby secured, on giving Six Calendar Months Notice in Writing, signed by their Clerk or Secretary, to the Party appearing by the Books of the said Company to be entitled thereto, or leaving such Notice at such Party's last known Place of Abode, and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in Payment thereof in pursuance of such Notice: Provided always, that no Person to whom any such Mortgage or Assignment shall be made or transferred shall by reason thereof be deemed a Proprietor of any Share, or be capable of acting or voting as such at or taking any Part in the Proceedings of any Meeting of the said Company.

Creditors not to vote.

For securing a Repayment of the Principal Money borrowed.

CCLII. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid, by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the said Counties of *Warwick*, *Leicester*, *Nottingham*,

or

or *Derby*, not being interested in the Matter in question, and they are hereby respectively required, on Request to them made by or on behalf of any One or more of the Parties entitled to any such Mortgages or Assignments as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting together to the Sum of Twenty thousand Pounds, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully paid and satisfied; and after such Principal, Interest, and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by an Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

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

CCLIII. And be it further enacted, That if the said Company shall pay off all or any Part of any Money borrowed as aforesaid, then and in every such Case it shall be lawful for the said Company and they are hereby authorized and empowered, immediately or at any Time or Times thereafter, again to raise the Whole or any Part of the Amount so paid off, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage more than the Sum of Three hundred and thirty-three thousand Pounds in the whole at any one Time.

Power to increase Capital Stock by the issuing of new Shares.

CCLIV. And be it further enacted, That in case the said Company, at any General or Special General Meeting to be called as in this Act is directed, instead of borrowing such further or additional Sum as aforesaid by way of Mortgage, or continuing the same on Mortgage, shall think it advisable to raise such further or additional Sum, or any Part thereof, by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sum by way of Mortgage, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, then and in either of the said Cases it shall be lawful for the said Company, by the issuing of new Shares, to augment the Capital Stock of the said Company by any further Sum of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest by way of Mortgage as aforesaid, shall not exceed such further and additional Sum of Three hundred and thirty-three thousand Pounds hereby authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such additional or further Sum

as aforesaid as shall be so raised, shall be considered as Part of the General Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management, in all respects, and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock, and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities herein contained in relation to the Calls for the Capital Stock of the said Company, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sums advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforesaid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Original Shareholders who shall give Notice to have first Option of taking new Shares;

CCLV. Provided also, and be it further enacted, That the Holders of original Shares in the Capital Stock of the said Company shall have the first Option of taking such new or additional Shares, and that the same, or so many of them as shall be required, shall be appropriated to such of the Holders of original Shares in the Capital Stock of the said Company as shall, within Six Weeks after Notice of the Creation of such new or additional Shares shall have been given in One or more Newspaper or Newspapers published in each of the Counties of *Warwick*, *Leicester*, *Nottingham*, and *Derby*, give Notice in Writing of their Intention to become the Purchasers of new or additional Shares; and each such original Shareholder shall have and receive any Number of new or additional Shares that he may by his said Notice require, provided the Number of new or additional Shares be sufficient to satisfy and meet the Claims of the original Shareholders, but if not, then such new or additional Shares shall be distributed rateably among the Shareholders who shall give such Notice as last aforesaid, according to the Number of original Shares held by them respectively, but so that no original Shareholders shall be compellable to take more new or additional Shares than he shall require or demand; and in case any original Shareholders in the said Undertaking, who shall give such Notice as last aforesaid, shall respectively hold fewer Shares than will under such rateable Distribution entitle them respectively to a new or additional Share, or shall have a fractional Number left after completing the Number that will entitle him to One or more new or additional Share or Shares, it shall be lawful for the said Company of Proprietors and they are hereby authorized and required to appropriate One or more of such new or additional Shares unto any Two or more of such original Shareholders as last aforesaid who shall among themselves hold a sufficient Number of original Shares to entitle them, under such rateable Distribution as aforesaid, to such One or more new or additional Share or Shares, as the Case may be; and such Shares so appropriated by the said Company shall be held by the said Proprietors to whom they

If not sufficient new Shares created, then the Number to be allotted rateably.

A Share to be allotted to several Shareholders not having separately a sufficient Number of Shares to entitle them to One new Share.

they shall be so appropriated as Tenants in Common, and the same shall be entered by the Clerk or Secretary of the said Company, in the joint Names of the Proprietors thereof, in the Books of the said Company; and the Proprietors so thereby holding any Share in Common shall agree among themselves whose Name shall stand first in the Books of the said Company, and in case of a Disagreement the said Clerk or Secretary shall and he is hereby required to place that Proprietor's Name first who shall be entitled to the greatest Proportion of the respective new or additional Share or Shares held in Common; and in case they shall be entitled to the same respectively in equal Proportions, then the said Clerk or Secretary shall enter that Proprietor's Name first who shall stand in alphabetical Order; and the said Shares so appropriated to Two or more Proprietors in Common shall be held by them subject to the Provisions and Directions of this Act with respect to Shares held by Two or more in the said Undertaking; and in case any such new or additional Shares shall remain undisposed of to the original Shareholders under the Provisions herein-before contained, it shall be lawful for the said Company by any Order of any General or Special General Meeting of such Company, or for the Directors for the Time being of the said Company, to sell and dispose of the same to any Person or Persons whomsoever, in such Manner and at such Price or Prices as they shall think proper and expedient.

If Railway abandoned, the Land to go to the adjoining Owners equally.

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

Saving of Rights.

CCLVII. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by the King's most Excellent Majesty, His Heirs and Successors.

Nothing herein to exempt the Railway hereby to be formed from the Provisions of any General Act.

CCLVIII. Provided always, and be it further enacted, That nothing herein contained shall extend, or be construed, deemed, or taken to extend, to exempt the Railroad to be formed under or by virtue of the Powers in and by this Act contained and given, or any Branch thereof, from the Provisions of any General Act or General Acts for the Regulation of Railroads which may be passed before the Expiration of One Year from the passing of this Act, if Parliament shall be sitting

sitting at the Expiration of such Period of One Year, or (if Parliament shall not then be sitting) before the End of the then next Session of Parliament.

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

The

The SCHEDULE to which the foregoing Act refers

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
	County of Warwick.		
	PARISH OF RUGBY.		
Line of intended Railway	London and Birmingham Railway Company.		
Barn, Sheds, and Yard -	Reverend John Moultrie, as Rector.	- - -	Thomas Bromwich.
River Avon and Mill Dam	John Bagshaw.		
	PARISH OF NEWBOLD UPON AVON (*Newbold upon Avon Township*).		
Turnpike Road - -	Trustees of the Lutterworth and Rugby Turnpike Road.		
Canal and Towing Path	Oxford Canal Company.		
Canal Towing Path and Slopes.	Ditto.		
Spoil Banks - -	Reverend John Thomas Parker, as Rector.	- - -	John Perkins.
Cottage, Outbuildings, and Yards.	Ditto - -	- - -	Ditto.
Road leading from Newbold to Brownsover.	Overseers of Highways.		
	PARISH OF NEWBOLD UPON AVON (*Township of Cosford*).		
Willow Bed - -	William Norman -	- - -	Edward Norman.
Willow Bed - -	Ditto - -	- - -	Ditto.
	PARISH OF WILLEY.		
Road (Coal Pit Lane) -	Overseers of Highways.		
Watling Street Road -	Ditto.		
Farm Buildings and Yard.	Reverend R. B. Podmore, as Rector.	- - -	Absalom Reynolds.
	PARISH OF MONKS KIRBY (*Township of Cesters Over*).		
Cottage, Outbuildings, Yards, and Garden.	Robert Arkwright -	- - -	Ralph Oldacres.
	(*Township of Pailton.*)		
Wood (Gill's Corner) -	The Master and Fellows of Trinity College, Cambridge, or the Freeholders of Pailton.	Earl of Denbigh -	The Earl of Denbigh.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
(Hamlet of Muzwell Leys in the Township of Newnham Padox.)			
Willow Spinney - -	The Earl of Denbigh	- - -	William Berridge.
Plantation - - -	Ditto - -	- - -	The Earl of Denbigh.
PARISH OF HARBOROUGH MAGNA.			
Spinney - -	Sir Gray Skipwith, Baronet.	- - -	Sir Gray Skipwith, Baronet.
Brook - - -	Ditto - -	- - -	John Compton.
Orchard, Garden, and Yard.	Ditto - -	- - -	Ditto.
County of Leicester.			
PARISH OF CLAYBROOK (*Bittesby Township*).			
Watling Street Road -	Overseers of Highways.	- - -	John Bond.
Road leading from Willey to Claybrook.	Peregrine E. Townley	- - -	Ditto.
Spinney - - -	Ditto - -	- - -	Ditto.
Ullesthorpe Township.			
Orchard - -	Thomas Scotton -	- - -	William Lucas.
Ditto - -	Thomas Murby -	- - -	Thomas Murby.
Road - - -	Thomas Scotton -	- - -	Thomas Scotton.
House and Garden -	Devisees of the late Edmund Meysey Wigley, as Ladies of the Manor.	- - -	William Church.
Houses and Gardens -	Ditto or William Priest.	- - -	Richard Whitmore, Thomas Varnham, Rebecca Priest.
Turnpike Road - -	Trustees of the Turnpike Road leading from Hinckley to Lutterworth.		
Gardens - -	Devisees of the late Edmund Meysey Wigley, as Ladies of the Manor.	- - -	Thomas Wigley and Richard Watson.
Garden - -	Ditto - -	- - -	John Bolton.
House - - -	Catherine Sawbridge	- - -	Ditto.
Houses, Shop, and Garden.	Ditto - -	- - -	Thomas Scotton, Elizabeth Crane, Joseph Coltman.
Road or Street - -	Overseers of Highways.		
House and Garden -	Devisees of the late Edmund Meysey Wigley, as Ladies of the Manor.	- - -	William Moore.
Plantation - -	William Gillson -	- - -	William Gillson.
Ditto - -	Ditto - -	- - -	Ditto.
PARISH OF ASHBY PARVA.			
Road leading from Ashby Parva to Frowlesworth.	Overseers of Highways.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
PARISHES OF LEIR AND KIMCOTE.			
Garden - - -	Mark Sutton - -	- - -	William Ladkin.
Road leading from Leir to Frowlesworth.	Overseers of Highways.		
Road - - -	Ditto.		
Gardens on the Waste -	Ditto or Earl de Grey, as Lord of the Manor.	- - -	John Welch, Thomas Parsons, John Cramp, and John Harbutt.
Orchard - -	John Sawbridge -	- - -	Thomas Draper.
Road leading from Leir to Broughton Astley.	Overseers of Highways.		
PARISH OF BROUGHTON ASTLEY.			
Spinney - - -	John Garratt, Thomas Garratt, and Joseph Garratt.	- - -	John Garratt.
Road leading from Broughton Astley to Dunton Bassett.	Overseers of Highways.		
Road leading from Broughton Astley.	Ditto.		
PARISH OF BLABY (*Blaby Township*).			
Turnpike Road - -	Trustees of the Desford Turnpike Road.		
Road leading from Union Mill to Countesthorpe.	Overseers of Highways.		
Bridle Road - -	Reverend Thomas Barton.	- - -	William Handley.
Countesthorpe Township.			
Road - - -	Overseers of Highways.		
Road leading from Willoughby to Blaby.	Ditto.		
Road leading from Countesthorpe to Cosby.	Ditto.		
Bridle Road - -	Joseph Harris -	- - -	William Clarke
Bridle Road - -	Ditto - -	- - -	Ditto.
Turnpike Road - -	Trustees of the Desford Turnpike Road.		
PARISH OF WIGSTON MAGNA.			
Water Corn Mill, Garden, Croft, and Mill Dam.	Leicestershire and Northamptonshire Union Canal Company.	- - -	John Armston Pochin.
Canal and Towing Path -	Ditto.		
Road leading to Countesthorpe.	Overseers of Highways.		
Homestead and Yards -	Charles George Beauclerck.	John Armston Pochin	John Armston Pochin.
Road leading from Wigston to Little Glenn.	Overseers of Highways.		
Road leading from Wigston to Aylestone.	Ditto.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Township of Whetstone in the PARISH OF ENDERBY.			
Turnpike Road - -	Trustees of Turnpike Road from Leicester to Lutterworth.		
Wood - - -	Reverend Loraine Loraine Smith.	- - -	Reverend Loraine Loraine Smith.
Road - - -	Overseers of Highways.		
Township of Knighton in the PARISH OF ST. MARGARET, LEICESTER.			
Barn, Sheds, and Yards	Sir Edmund Cradock Hartopp, Baronet.	- - -	James Brookes and Richard Fulshaw.
Road leading from Knighton to Aylestone.	Overseers of Highways.		
Farm House, Outbuildings, Yards, and Garden.	Joseph Johnson -	- - -	Joseph Johnson.
Occupation Road -	John Stockdale Hardy	- - -	Roger Miles.
Ditto - -	Thomas Paget -	- - -	Ditto.
County of Leicester — Borough of Leicester.			
PARISH OF SAINT MARY.			
Turnpike Road - -	Trustees of the Turnpike Road from Leicester to Welford.		
Plaster Pit and Buildings	Corporation of Leicester.	- - -	Edward Rice.
Brick Yard, Sheds, Buildings, and Road.	Ditto - -	- - -	Ditto.
Occupation Road -	Ditto.		
Ditto - -	Ditto.		
The New Walk - -	Ditto.		
PARISH OF SAINT MARGARET.			
House, Out-offices, Yards, Garden, Stable, and Gig House.	John Sarson -	- - -	Joseph Knight.
Ditto - - -	Ditto - -	- - -	Thomas Wood junior.
Houses, Out-offices, Yards, and Gardens.	John Taylor -	- - -	George Hurst, Emma Hitchcock, Martha Clarke.
Houses, Outbuildings, Bakehouse, Yard, and Gardens.	Abraham Meres -	- - -	Richard Hipwell, Samuel Simons, James Isslip.
Houses, Passages, and Gardens.	James Thorpe -	- - -	Thomas Stringer, John Williams, Matthew Davidson, Lemuel Ward, Letitia Hitchcock, Joseph Sharman, Henry Gamble.
House and Garden and Passage.	Ditto - -	- - -	Unoccupied.
Garden.	Executors of the late John Jackson.	- - -	Francis Revell.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Houses, Outbuildings, and Gardens.	Thomas Webster -	- - -	William Atkins, Catherine Bott, John Armston, Thurston Odames, Jonathan Jeffcott, William Eaglesfield, Thomas Read, Thomas Jordan.
Houses, Outbuildings, and Gardens.	Charles Jackson -	- - -	Thomas Goode, Thomas Phillips, John Hunt, John Lewin, John Atherley, Thomas Bloxam, Edward Marston, John Garrett, Thomas Jordan, Page Percival.
Houses and Gardens -	Edward Dewick Lawton.	- - -	Robert Hewitt, William Taylor, John Cox, William Wormell, Joseph Spencer, Thomas Roberts.
Newly-erected Houses and Gardens.	Thomas Staughton -	- - -	Unoccupied.
Newly-erected House, Garden, and Building Ground.	William Liptrott Chamberlain.	- - -	Unoccupied.
Garden - - -	James Pearson -	- - -	William and Benjamin Jackson.
House, Outbuilding, Warehouse, and Gardens.	John Higginson -	- - -	John Higginson.
Regent Street - -	Overseers of Highways.		
Turnpike Road, called the London Road.	Trustees of the Turnpike Road from Market Harborough to Loughborough.		
Gardens and Occupation Road.	Milicent Fox -	- - -	Thomas Langton, John Summerfield Stanhope, Thomas Thornton, Charles Bruin, Jonathan Warner, William Inchley, Edward Everett, John Walton, Noah Bullock, John Breffit, Thomas Goddard, Samuel Iliffe, Thomas Sargeant, Unoccupied, William Derbyshire, Edward Tomlin, Elizabeth Hill.
Brick Yard - -	Thomas Miller -	- - -	Richard Wilson.
Brick Yards, Sheds, and Garden Ground.	Richard Wilson -	- - -	Ditto.
Ditto Ditto -	Stephen Preston, Thomas Hollins, and Richard Willson, Executors to the late Jonathan Willson.	- - -	Executors of the late Jonathan Willson.
Building Ground -	Edward Rice or Matthew Babington.		
Northampton Street -	Overseers of Highways.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Houses and Gardens -	Thomas Mercer -	- - -	John Thirlby, Thomas Cooke, James Flattrey, Richard Donaldson, Thomas Green, Elizabeth Townsend, Henry Domer Hitchcock, Joseph Darnell, John Rushton, John Stanley, George Boulter, Joseph Rudkin, Thomas Carr, Thomas Northen, William Dunkley, William Bolton, John Whitworth.
Intended Street - -	Executors of Jonathan Willson, Richard Willson, Charles Burt Robinson, and William Flint or Thomas Miller.		
Houses, Outbuildings, and Gardens.	Richard Willson -	- - -	James Willson, Catherine Johnson, Catherine Beer, John Siddall, William Dalby, John Travers.
Building Ground and Buildings partly erected.	Joseph Yates - -	- - -	Joseph Yates.
Building Ground and Water.	Charles Burt Robinson.		
Rutland Street - -	Overseers of Highways.		
Occupation Road -	John Mercer and Benjamin Brookhouse, or Charles Burt Robinson and William Flint.		
Garden - -	Benjamin Brookhouse or Charles Burt Robinson and William Flint.	- - -	Thomas Bellamy.
House and Gardens -	John Mercer or Charles Burt Robinson and William Flint.	- - -	James Hincks and William West.
Brick Yard, Sheds, and Buildings.	John Bosworth -	- - -	John Bosworth, Mark Oliver Iron, John Manning.
Plaster Pit and Buildings	Ditto - -	- - -	James Wykes.
Brick Yard and Plaster Pits.	Reverend Nathaniel Morgan, surviving Trustee under the Will of the late George Peake, and Christian Peake.	- - -	Edward Rice.
Occupation Road -	Thomas Paget.		
Garden - - -	William Hackett -	- - -	Elizabeth Hill (Widow).
Footpath - -	Thomas Paget.		
Turnpike Road -	Trustees of the Leicester and Uppingham Turnpike Road.		
Nursery Ground -	Thomas Warner -	- - -	Thomas Harrison.
Houses, Stables, and Yards.	Ann Hester, Sarah Robinson, and Elizabeth Bailey.	- - -	Edward Pullen, John Sawbridge, William Smith, James Clay, John Thomas Raworth.
Houses and Yard -	Samuel Coleman -	- - -	William Freears, Ann Cox, John Agar, Eliza Eagle.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Houses and Yard -	Robert Palmer -	- - -	Samuel Cockram, Nicholas Meadows, Richard Heich.
Houses and Garden -	Thomas Staughton -	- - -	William Bradsworth, Joseph Bradsworth.
House, Yard, and Garden	John Sanders -	- - -	John Sanders, Richard Gregory, Elizabeth Oram, Ann Emma Cox, Joseph Green, Jane Gilman, Elizabeth Southan, John Lewin, John Barton, Elizabeth Holmes, William Howe.
House, Outbuilding, and Yard.	Elizabeth Farmerly -	- - -	Mary Watts.
Ditto Ditto Ditto	Ditto - -	- - -	Elizabeth Shepherd.
Houses and Court Yard -	Ditto - -	- - -	Thomas Weston, John Hull, Robert Burrows, John Timson, William Fulwood Phipps, Joseph Walkden, William Carter, Francis Randall.
Passage.			
House, Outbuilding, and Garden.	Ditto - -	- - -	William Pullen.
Wigston Street - -	Overseers of Highways.		
Footpath or Alley -	The Chaplains and Poor of Wigston's Hospital in Leicester.	Elizabeth Farmerley.	
House, Outbuildings, Cowhouse, Yard, and Garden.	Ditto - -	Ditto - -	Elizabeth Farmerley.
Garden and Yard -	Ditto - -	Thomas Miller -	William Smith.
Yeoman Street - -	Overseers of Highways.		

County of Leicester.

PARISH OF BELGRAVE (*Belgrave Township*).

Footpath - -	Isaac Harrison -	- - -	Isaac Harrison.
Road leading from Belgrave to Humberston.	Overseers of Highways.		
Road leading to Barkby Thorpe.	Ditto.		

PARISH OF BARKBY (*Township of Thurmaston, North End*).

Road leading from Thurmaston to Barkby Thorpe.	Overseers of Highways.		
Road leading to Barkby Thorpe.	Ditto.		

Township of Barkby.

Road leading to Barkby Thorpe.	Overseers of Highways.		
Road leading to Barkby	Trustees of the Turnpike Road from Leicester to Melton Mowbray.		
Turnpike Road - -	Ditto.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Township of Thurmaston (South End), PARISH OF BELGRAVE.			
Road leading from Thurmaston to Humberston.	Overseers of Highways.		
Road leading to Barkby Thorpe.	Ditto.		
PARISH OF NARBOROUGH.			
Road leading from Cosby to Ashby.	Overseers of Highways.		
PARISH OF SYSTON.			
Turnpike Road - -	Trustees of the Turnpike Road from Leicester to Melton Mowbray.		
Ditto - - -	Trustees of the Wanlip Turnpike Road.		
The Foss Road - -	Overseers of Highways.		
Occupation Road and Bridle Road to Cossington.	Ditto.		
Drain - - -	Ditto.		
Road leading to Syston Mill.	Ditto.		
Drain - - -	Ditto.		
Ditto - - -	Ditto.		
PARISH OF COSSINGTON.			
Towing Path - -	Trustees under the Will of the late Thomas Marshall King and Dorothy King.	- - -	Melton Navigation Company.
Plantation - -	Ditto - -	- - -	Trustees under the Will of the late Thomas Marshall King and Dorothy King.
Ditto - -	Reverend John Dudley as Rector of Sileby.	- - -	Reverend John Dudley.
Road leading from Cossington to Lewin Bridge.	Overseers of Highways.		
Barn, Sheds, and Fold Yard.	Reverend John Fisher	- - -	Thomas Kendall.
Road leading from Cossington to Ratcliff.	Overseers of Highway.		
Blackberry Lane - -	Ditto.		
PARISH OF SILEBY.			
Plantation - -	Samuel and John Wilkinson.	- - -	Samuel and John Wilkinson.
Homestead - -	Daniel Webb - -	- - -	John Dakin.
Ditto - -	John Sarson - -	- - -	John Sarson.
Street - -	Overseers of Highways.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
House, Outbuildings, and Garden.	William Palmer -	- - -	John Palmer.
Ditto - -	William Widdowson	- - -	William Widdowson.
Ditto - -	Jane Wilkins - -	- - -	Elizabeth Stirk.
Ditto - -	Thomas Taylor -	- - -	George Smith.
Public House, Outbuildings, Yard, Garden.	George Sheffield -	- - -	William Sarson.
Houses and Yard - -	Joseph Brown -	- - -	Thomas Ferryman, Richard Robinson.
Street and Brook -	Overseers of Highways.		
Orchard and Homestead	Trustees under the Will of the late Thomas Marshall King and Dorothy King.	- - -	Joseph Woollton.
Houses and Garden -	John Woodford and Storer Eddowes, as Guardians of John Shuttlewood, a Minor.	- - -	John Woodford.
Houses and Gardens -	John Spooner - -	- - -	George Marshall, Thomas Hutchinson, and Robert Calladine.
House, Outbuildings, Yard, and Garden.	Trustees under the Will of the late Thomas Marshall King and Dorothy King.	- - -	Joseph Woollton.
Houses, Outbuildings, Yards, and Gardens.	John Parkinson -	- - -	John Parkinson, William Fisher, John Holland, and unoccupied.
Street - - -	Overseers of Highways.		
Farm House, Outbuildings, Yards, Stack Yard, and Garden.	Reverend Levett Edward Thoroton.	- - -	John Henson.
Footpath and Homestead	Ditto - -	- - -	Ditto.
Orchard and Garden -	Thomas Henson -	- - -	Thomas Henson.
Homestead - -	Mary Inglesant and James Cart.	- - -	William Bishop.
Houses, Shop, and Garden.	William Smith -	- - -	William Smith, Thomas Porter.
Garden - - -	Reverend Levett Edward Thoroton.	- - -	James Middleton.
Lane - - -	Overseers of Highways.		
Houses on the Waste -	Miss Shirley, a Ward in Chancery, as Lady of the Manor.	- - -	John Fisher, Thomas Widdowson, and Ann Fisher.
Gardens - - -	Mary Inglesant and James Cart.	- - -	Thomas Widdowson, Thomas Cooke, Ann Fisher.
Windmill, Piece, and Road.	Richard Pettifer -	- - -	Joseph Woolloton.
Bridle and Occupation Road.	John Condon - -	- - -	John Condon.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
PARISH OF BARROW UPON SOAR (*Barrow upon Soar Township*).			
Occupation Lane - -	Thomas Bradshaw.		
Lime Quarry - -	Ditto - -	- - -	Thomas Bradshaw.
Road leading from Sileby to Barrow.	Overseers of Highways.		
Lime Quarry - -	Samuel Waters, Representative of the late Joshua Shenton and Edward Rice.	- - -	George Lindsey.
Ditto - -	Thomas Bradshaw -	- - -	Thomas Bradshaw.
Garden - - -	Daniel Winterton -	- - -	Thomas Harris.
House, Outbuildings, Yard, and Garden.	Elizabeth Priestly -	- - -	John Chapman.
House, Wheelwright's Shop, and Garden.	Ditto - -	- - -	William Negus.
Lane - - -	Overseers of Highways.		
Orchard - - -	Edward Squire -	- - -	Edward Squire.
Gardens - - -	Edmund Frier, or Elizabeth Davis as Mortgagee in Possession.	- - -	Henry Ward.
Ditto - -	Edward Thompson -	- - -	Edward Thompson.
Garden and Orchard -	Ditto - -	- - -	Ditto.
Houses and Gardens -	William Sarson -	- - -	Thomas Doughty, William Staples, unoccupied, William Chapman.
Lane - - -	Overseers of Highways.		
Gardens - - -	Trustees of Barrow Hospital.	- - -	Trustees of Barrow Hospital.
Houses, Outbuildings, Yards, and Gardens.	Thomas Black -	- - -	Thomas Black, John Simpkin, William Olives.
Public House, Outbuildings, Yard, and Garden.	William Sharpe's Assignees.	- - -	Thomas Deugard.
Gardens - - -	Trustees of Barrow Hospital, or the Marquis of Hastings as Lord of the Manor.	- - -	Thomas Parnam Stone.
House, Outbuildings, Yard, Garden, and Orchard.	Thomas Oswin -	- - -	Thomas Oswin.
Street - - -	Overseers of Highways.		
House, Yard, and Garden.	William Holmes -	- - -	William Holmes.
House, Outbuildings, Yard, and Garden.	William Barrar -	- - -	John Bonser.
Spinney - -	Representatives of the late George Watkinson.	- - -	Representatives of the late George Watkinson.
Grass Homestead -	Thomas Bramley -	- - -	George Brooks Cragg.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Avenue - - -	Representatives of the late George Watkinson.	- - -	Mary Williams.
House and Garden -	Colonel William Gray	- - -	Nathaniel Wheatley.
House, Outbuildings, Pleasure Ground, Plantation, and Paddock.	Ditto - -	- - -	Colonel William Gray.
Plantation - -	Sarah Clifton Goude, Thomas Bracebridge, Rev. Edmund Williams, James Holland Goude, and Thomas Cradock.	- - -	William Reed.
Garden - - -	Reverend John Fisher	- - -	John Lockwood.
Willow Bed - -	Robert Bond, the Assignee, and Thomas Thorpe and William Middleton, Mortgagees of John Clarke.	- - -	William Lee.
PARISH OF BARROW UPON SOAR, *Township of Quorndon.*			
Garden, Croft, and Towing Path.	Leicester Navigation Company.	- - -	Leicester Navigation Company.
PARISH OF LOUGHBOROUGH, *Loughborough Township.*			
Grass, Barn, Sheds, and Stack Yard.	Reverend William Holme, as Rector.	- - -	Nicholas Sykes.
Road - - -	Overseers of Highways.		
Turnpike Road - -	Trustees of the Turnpike Road from Loughborough to Nottingham.		
Grass - - -	Reverend William Holme, as Rector.	- - -	George Wood.
Gardens - - -	Ditto - -	- - -	Thomas Thurman, Samuel Basford, William Shelton, John Yeoman, Robert Cook, John Belton, Jesse Quale, William Maslin, Thomas Thurman, George Basford, Richard Walker, John How, Thomas Hanford, Henry Bailey, Thomas Hunt, Robert Mee, John Powell, Charles Newman, John Armstrong, Joseph White, Thomas Leake, Isaac Tell, William Warren, James Hudson, William Tollington, John Dennis, Joseph Belton, William Hopwell, Thomas Abel, Samuel Brookbank.
Road leading from Loughborough to Stanford.	Overseers of Highways.		
Outbuilding and Garden Ground.	Rev. William Holme, as Rector.	- - -	Mary Farmer.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
	County of Nottingham.		
	PARISH OF NORMANTON ON SOAR.		
Bridle Road - -	John Buckley - -	- - -	John Buckley.
Road leading from Stanford to Normanton.	Overseers of Highways.		
Gardens - -	Rev. Joseph Powell, as Rector - -	- - -	William Marston, William Bingham, Joseph Buckland, William Haywood, John Bradbury, Samuel Bingham, Robert Ward, William Gaze, William Barrowcliffe, John Peberdy, John Garton, Henry Garton, John Newbold, Thomas Roper, Francis Harriman, John Gaze, Joseph Newbold, George Bingham, Robert Haywood, John Sleath, Joseph Shepherd, William Haywood, John Garton, Richard Widdowson, James Moore, George Wakelin, William Ward, John Elliott, John Barker, Joseph Wakelin, William Newbold, Andrew Marston, William Wakelin, Joseph Kirk, Samuel Charles, John Garton, William Waterfield, Richard Newbold, Thomas Hack, John Charles, John Bingham, William Garton, Rev. Joseph Powell.
Orchard - -	John Pepper - -	- - -	Joseph Fletcher.
Road leading from Normanton to Rempstone.	Overseers of Highways.		
Road - - -	William Woodruffe -	- - -	William Woodruffe.
Garden and Orchard -	John Hayfield -	- - -	John Hayfield.
Road - - -	Overseers of Highways.		
Garden and Grass -	Margery Theodosia Buckley, and Martha Charlotte Buckley, and Robert Green, and the Reverend John Lowe, as Trustees.	- - -	John Buckley.
House and Orchard -	Joseph Hands -	- - -	Joseph Hands.
Homestead - -	Joseph Barlow -	- - -	Joseph Barlow.
House and Garden -	Ditto - -	- - -	Ditto.
	PARISH OF STANFORD.		
River Soar, dividing the Counties of Nottingham and Leicester.	Rev. Samuel Vere Dashwood.		
Bridle Road - -	Ditto.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
	(*Sutton Bonnington.*)		
	PARISH OF SUTTON SAINT MICHAEL.		
Stack Yard and Grass -	George Byng Paget	- - -	George Byng Paget.
Road - - -	Overseers of Highways.		
Occupation Road -	Reverend Robert Foster, as Rector.		
Arable - -	Ditto - -	- - -	Edward Bacon.
Footway and Occupation Road.	George Byng Paget.		
Houses and Garden on the Waste.	Ditto as Lord of the Manor.	- - -	William Flinders, Benjamin Hickinbottom, John North.
Ditto - -	Ditto - -	- - -	John Bates, Henry Bates.
Gardens - -	George Byng Paget -	- - -	William Raworth, Thomas James, James Brown, Joseph Shepherd, James Bates, William James.
Road leading from Sutton to Kingston and Pinfold.	Overseers of Highways.		
Garden - -	George Byng Paget, as Lord of the Manor, or Overseers of Highways.	- - -	William Flinders.
Farm House, Outbuildings, Yards, Gardens, Orchard, and Plantation.	John Hopkins Chamberlin.	- - -	Elizabeth Bates.
	(*Sutton Bonnington.*)		
	PARISH OF SUTTON OF SAINT ANNE.		
Turnpike Road - -	Trustees of Turnpike Road from Rempston to Coleorton.		
Garden - - -	Thomas Dutton -	- - -	Thomas Dutton.
Garden - - -	William Beer - -	- - -	William Heafield.
House, Outbuildings, Yard, Garden, and Homestead.	William Boyer -	- - -	Samuel Marshall and his Sub-tenant William Marshall.
House, Outbuildings, Yard, and Gardens.	William Jeffery Lockett, surviving Trustee of the late Reverend Philip Story.	- - -	George Doughty.
Town Street - -	Overseers of Highways.		
House and Garden -	William Sarson -	- - -	John Whitby.
House, Outbuildings, Yards, Gardens, Orchard, Stack Yard, and Homestead.	Representatives of the late James Orme.	- - -	John Astill.
Church Yard - -	Reverend John Lafont, as Rector of Sutton Saint Anne.		
Orchard - - -	Reverend Thomas Barton.	- - -	William Cripwell.
Orchard - -	John Bramley - -	- - -	John Bramley.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
PARISH OF KINGSTON ON SOAR.			
Road leading to Kegworth Bridge.	Overseers of Highways.		
House and Orchard -	Edward Strutt -	- - -	Jane Barston.
Road leading from Kingston to Kegworth.	Overseers of Highways.		
Road leading from Kingston to Ratcliff.	Do.		
PARISH OF THRUMPTON.			
Wood - - -	John Emmerton Westcomb.	- - -	John Emmerton Westcomb.
River Trent - -	Trent Navigation Company.		
PARISH OF RATCLIFFE ON SOAR.			
Road leading from Ratcliff to Kingston.	Overseers of Highways.		
Cottages, Garden, and Orchard.	The Earl Howe -	- - -	William Morris, Mary Greaves.
House, Outbuildings, and Orchard.	Do. - -	- - -	William Shepherd.
Orchard and Garden -	Do. - -	- - -	Joseph Palmer.
Farm House, Outbuildings, Yards, Orchard, and Garden.	Do. - -	- - -	Charles Knight Bosworth.
Road - - -	Overseers of Highways.		
Cottages and Gardens -	The Earl Howe -	- - -	Sarah Aldridge, Ann Bexom, Jacob Tomlinson junior, James Barker, George Barnes, Joseph Palmer.
Road leading from Ratcliff to Thrumpton.	Overseers of Highways.		
House, Outbuildings, Orchard, Garden, and Homestead.	The Earl Howe -	- - -	Lydia Sadler.
Cottages and Gardens -	Do. - -	- - -	John Maddock, Abraham Tomlinson, John Moore, James Moore, Robert Ankers, John Ankers, Thomas Moore, Thomas Woodcock, John Barker, Jacob Tomlinson, Joseph Ankers.
Gardens - -	Do. - -	- - -	John Barker, Thomas Woodcock, John Palmer, Joseph Ankers, John Ankers.
PARISH OF LENTON.			
House, Garden, and Outbuildings.	John Wright - -	- - -	Thomas Kirk.
Occupation Road -	Do. - -	- - -	Thomas Kirk, Thomas Wood, John Wilmott.
House - - -	Do. - -	- - -	John Slack.
Garden - -	Do. - -	- - -	Do.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Boat House - -	John Wright -	- - -	In hand.
Canal Bridge - -	Trent Navigation Company.		
Canal and Towing Path	Do.		
China Lane, Public Highway.	Surveyors of the Highways.		
Public Highway - -	Do.		
Drain - - -	Gregory Gregory.		
PARISH OF WILFORD.			
Cottage Meadow -	Sir Robert Clifton, Baronet.	- - -	Thomas Todd, James Wilkinson, Amy Horsley, George Pyatt, John Carter, Thomas Abbott, Thomas Fox, Anne Rickards, William Harker, Sarah Beecroft, Thomas Facon, Sarah Dring, Hezekiah Quinton.
PARISH OF BEESTON.			
Plantation - -	Charles Fellowes -	- - -	Edward Wood.
Footpath - -	Peter Broughton Strey	- - -	William Hurt.
Public Highway -	Surveyors of the Highways.		
Occupation Road -	Thomas Clifford, William Yeomans, Samuel Jerram, Reverend John Woolley, Peter Broughton Strey, Dorothy Evans, James Hood, or Mary Hood and her Trustees.	- - -	Edward Cross, Thomas Langsdale, John Bramley, John Pearson, Joseph Walker, William Walker, and James Hood.
KINGS MEADOWS (*Extra-parochial, within the Liberties of the Castle*).			
Garden - -	The Duke of Newcastle.	- - -	Samuel Roberts.
PARISH OF ATTENBOROUGH (*Toton Township*).			
Plantation - -	John Glover - -	- - -	In hand.
Public Highway - -	Surveyors of the Highways.		
Chilwell Township.			
Gardens on Waste	Lord of the Manor of Chilwell.	- - -	William Lee, William Lacy, Jervis Wright, Thomas Wright, Richard Brown, Samuel Derry, William Lee, Samuel Bostock, John Lee, Hannah Toson, Thomas Day, Ann Moor.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Public Highway - -	Surveyors of the Highways.		
Gardens on Waste -	Lord of the Manor of Chilwell.	- - -	John Walters, Jervis Wright.
Cottage, Garden, and Orchard.	Trustees of Chesterfield School.	John Holbrook - -	Jervis Wright.
Nursery Ground - -	John Pearson -	- - -	In hand.
Ditto - -	Ditto - -	- - -	In hand.
Garden - -	Ditto - -	- - -	John Girling.
Public Highway - -	Surveyors of the Highways.		
Footpath - -	Mary Boot - -	- - -	Robert Posnett.
Garden on Waste - -	Lord of the Manor of Chilwell.	- - -	George Keetley.
Ditto - -	Ditto - -	- - -	George Keetley and Samuel Whitehead.
Public Highway and Drain.	Surveyors of the Highways.		
Occupation Road -	Dorothy Evans -	- - -	John Pearson.

Town and County of the Town of Nottingham.

PARISH OF SAINT MARY (*Part of Nottingham Meadows*).

Public Foot and Bridle Road to Wilford Ferry.			
Public Footpath.			
Ditto.			

Borough of Derby.

PARISH OF SAINT ALKMUNDS.

Dwelling House, Garden, and Buildings, formerly used as Porcelain Manufactory.	Sarah Dewsbury, as Mortgagee in Possession, and William Dewsbury.	- - -	Void.
Occupation Road -	Joseph Fox - -	- - -	Francis Wait.
Dwelling House and Garden.	John Spencer -	- - -	Caleb Cockayne.
Ditto - -	Thomas Buxton -	- - -	In hand.
Two Dwelling Houses and Gardens.	William Steeples -	- - -	Joseph Woodward and Thomas Blood.
Public House, Stables, Yard, and Four Cottages.	Elizabeth Baker -	Edward Hirkland -	Edward Kirkland, William Thompson, William Harrison, James Preston, Thomas Sharpe.
House - - -	Elizabeth Palfreyman	- - -	James Hulland.
China Manufactory, consisting of Warehouse, Counting House, Lodge, Packing Room, Workshops, Yards, Gardens, &c.	Trustees of Liversage Charity.	- - -	Robert Bloor.
Nine Dwelling Houses, with Coach-house, Stable, Yard, and Garden.	Ditto - -	Trustees of the late Mrs. Crane.	Joseph Hucknell, George Parks, Robert Hamilton, Joseph Mason, Ann Musgrove, Thomas Faulkner, Abraham Room, Hannah Wood, John Chadwick, George Morley, and Matthew Ford.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Public House, Brewhouse, Two Stables, and Garden.	Trustees of Liversage Charity.	Maria Swinnerton and Timothy Hand.	John Chadwick.
Dwelling House and Garden.	Ditto - -	Maria Swinnerton -	Maria Swinnerton.
House, Wheelwright's Shop, &c.	Ditto - -	William Eaton Mousley.	William Drury Lowe.
House, Outbuildings, and Garden.	Ditto - -	Ditto - -	Thomas Madeley.
Plaster Works, Yard, and Garden.	Ditto - -	William Searl -	William Searl.
House, Outbuildings, and Garden.	Trustees of Liversage Charity.	William Searl -	James Thomason.
House, &c. - -	Ditto - -	Ditto - -	Robert Clewes.
Fifteen Cottages and Gardens.	Ditto - -	Ditto - -	Thomas Banks, John Fletcher, George Stenson, Richard Birkin, Levi Harris, John Jackson, Ann Bakewell, James Farnsworth, Thomas McKea, Frederick Shipley, Ralph Falkner, William Brown, Three Houses void.
Four Houses, with Blacksmith's Shop, Sheds, Yard, Garden, and Turner's Shop.	Ditto - -	Henry Welch -	Joseph Hand, Thomas Macconnell, James Porter, Thomas Ottewell, William Pegg.
Drain - -	Mayor and Corporation of Derby.	- - -	Mayor and Corporation of Derby.
Canal and Towing Path	Derby Canal Company.	- - -	Ditto.
Lane and Occupation Road.	Samuel Goodwin -	- - -	William Wheeldon, Thomas Pountain, Thomas Henchley.
Occupation Road -	Roger Cox, Samuel Goodwin.	- - -	Henry Hunt, Thomas Henchley, Francis Jessop, Thomas Pountain.
Turnpike Road -	Trustees of the Derby and Nottingham Turnpike Road.		
Cottage and Garden -	Roger Cox - -	- - -	John Moscrop.
House, Garden, Stackyard, &c.	Ditto - -	- - -	Thomas Henchley.
Occupation Road -	Catherine Sykes and the Mayor and Burgesses of Derby.	- - -	Thomas Henchley, George Calladine, John Stenson, W. E. Mousley, Samuel Walton, John Adams.
Footpath - - -	Trustees of Liversage Charity.	William Eaton Mousley.	William Sowter.
Garden - - -	Derby Canal Company.	- - -	John Smedley.
Canal and Towing Path	Ditto.		
Iron Foundry, Yard, Stable, Workshops, &c.	William Gibson -	- - -	In hand.
Garden and Summerhouse.	Thomas Tunaley -	- - -	In hand.
Two Houses and Gardens.	Ditto - -	- - -	Aimee Ann, Sophia, and Caroline Lalleman, and Thomas Hickson.
Garden - -	George Barnett -	- - -	In hand.
Two Houses and Gardens.	William Abbott -	- - -	John Moffatt and Benjamin Tipper.

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Garden - - -	William Abbott -	- - -	Henry Witton.
Two Houses and Gardens	William Eaton Moulsey.	- - -	William Bentley and Francis Tranter.
Ditto - -	Ditto - -	- - -	William Ball and George Campion.
The Basin - -	Mayor and Corporation of Derby.		
River Derwent - -	Ditto.		
Exeter Street - -	William Eaton Mousley.		
Garden - - -	Ditto - -	- - -	George Tomlinson.
Ditto - -	Ditto - -	- - -	John Smedley.
Ditto - -	Ditto - -	- - -	John Winfield and —— Barlow.
Ditto - -	Ditto - -	- - -	John Falkner.
Ditto - -	Ditto - -	- - -	George Wallis.
Ditto - -	Ditto -	- - -	John Bradbury.
Orchard, Stable, and Plantation.	Ditto - -	- - -	In hand.
Garden - - -	Ditto - -	- - -	Paul White.
Croft - - -	Ditto - -	- - -	Ditto.
Gardens - - -	Ditto - -	- - -	Wolston Roberts.
House and Colour Manufactory.	Ditto - -	- - -	Joseph Forster.

County of Derby.

PARISH OF CHADDESDEN.

Occupation Road -	William Holland -	- - -	Thomas Coxon and William Holland.
Road - - -	Surveyors of the Highways.		
Canal Bridge and Towing Path.	Derby Canal Company.		
Garden - -	Henry Sacheverel Wilmot.	- - -	William Morledge White.
Croft - - -	Ditto - -	- - -	Ditto.
Orchard - -	Ditto - -	- - -	Ditto.
Orchard - -	William Morledge White.	- - -	In hand.
Cottages and Gardens -	Ditto - -	- - -	John Davis and William Winfield.
Farm-house, Outbuildings, Yard, Garden, &c.	Ditto - -	- - -	In hand.
Occupation Road -	Henry Sacheverel Wilmot.	- - -	Joseph Parker.
Mill Dam - -	Ditto - -	- - -	Ditto.
Corn Mill, Dwelling House, &c.	Ditto - -	- - -	Ditto.
Cottage and Garden -	Richard Thomas Bateman.	- - -	Thomas Coxon.
Occupation Road -	Ditto - -	- - -	Thomas Coxon and William Holland.
Turnpike Road -	Trustees of the Turnpike Road from Derby to Nottingham.		

PARISH OF SPONDON.

Brick-yard and Close -	William Morledge White.	- - -	W. M. White and Thomas Bennett.
Ditto - -	George Turton - -	- - -	William Turton.
Plantation - -	Roger Cox - -	- - -	In hand.
Lane - - -	Surveyors of the Highways.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Public Highway -	Surveyors of the Highways.		
Ditto - -	Ditto.		
Lane - - -	Ditto.		
Brick-yard - -	Francis Grundy -	- - -	In hand.
Occupation Road -	The Earl of Harrington.	- - -	William Nadin and John Grundy.
Plantation - -	John Rose Swindell's Committee.	- - -	Benjamin Towle.
Canal and Towing Path	Derby Canal Company.		
Part of Lawn - -	John Rose Swindell's Committee.	- - -	Benjamin Towle.
Bank - - -	The Earl of Harrington.	- - -	John Grundy.
Ditto - - -	Ditto - -	- - -	Ditto.
Part of Orchard -	Ditto - -	John and Benjamin Towle.	John Towle.
PARISH OF OCKBROOK.			
Ditto - -	Ditto - -	John and Benjamin Towle.	Ditto.
Part of Lawn - -	John Rose Swindell's Committee.	- - -	Benjamin Towle.
Shrubbery - -	Ditto - -	- - -	Ditto.
Garden - - -	The Earl of Harrington.	Ditto - -	John Towle.
Lock-house and Garden	Derby Canal Company.	- - -	In hand.
Canal, Towing Path, and Locks.	Ditto.		
Gas Works and Yard -	The Earl of Harrington.	Ditto - -	John and Benjamin Towle.
Stack-yard - -	Ditto - -	Ditto - -	Ditto.
Wharf or Yard -	Ditto - -	Ditto - -	Ditto.
Cottages - -	Ditto - -	Ditto - -	William Astle, James Holmes, William Hickling, Thomas Chambers, William Harrison, and John Hooley.
Public Bridle and Occupation Road.	The Earl of Harrington and the Surveyors of the Highways.	Ditto - -	John and Benjamin Towle.
Canal Bridge - -	Derby Canal Company.		
Canal and Towing Path	Ditto.		
Gardens - - -	The Earl of Harrington.	Ditto - -	William Astle, James Holmes, William Hinckling, Thomas Chambers, William Harrison, and John Hooley.
PARISH OF WILNE (*Draycott Township*).			
Public Highway -	Surveyors of the Highways.		
Ditto - -	Ditto.		
Occupation Road -	Mary Jowett - -	- - -	Charles Coxon.
Willow Bed - -	Ditto - -	- - -	Mary Bowmer.
Occupation Road -	Ditto - -	- - -	Ditto.
Public Highway -	Surveyors of the Highways.		

Description of Property.	Owners or reputed Owners.	Lessees.	Occupiers.
Orchard - -	John Newton junior	- - -	In hand.
Ditto - -	Ditto - -	- - -	Ditto.
Garden - -	Richard Thompson -	- - -	Ditto.
Orchard - -	Ditto - -	- - -	Ditto.
Public Footpath -	Prebend of Sawley -	- - -	Reverend Spencer Madden, D.D.
Public Highway -	Surveyors of the Highways.		

The Earl of Harrington and the Prebend of Sawley, Lords of the Manors.

(Breaston Township.)

Public Highway -	Surveyors of the Highways.		
Public Bridle Road -	Ditto.		
Public Highway - -	Ditto.		
Public Footpath -	Sarah Allestrey.		

The Earl of Harrington and the Prebend of Sawley, Lords of the Manors.

PARISH OF SAWLEY *(Sawley Township)*.

Occupation Road and Public Footpath.	The Earl of Harrington.	- - -	Edward Thompson and Edward Bradshaw.
Public Highway -	Surveyors of Highways.		
Turnpike Road - -	Ditto.		
Ditto - -	Ditto.		

The Earl of Harrington and the Prebend of Sawley, Lords of the Manors.

(Long Eaton Township).

Plantation - -	William Howett -	- - -	Thomas Broadhurst.
Erewash Canal, Towing Path, and Banks.	Erewash Canal Company.		
Barn, Stables, Stackyard, &c.	John Chamberlain Hopkins.	- - -	Elizabeth Marshall.
Cranfleet Cut, Towing Path, and Banks.	Trent Navigation Company.		
Barn-yard, &c. - -	John Chamberlain Hopkins.	- - -	John Lancashire.
Public Highway - -	Surveyors of the Highways.		
Ditto - -	Ditto.		
Erewash Canal, Towing Path, and Banks.	Erewash Canal Company.		
Public Highway -	Surveyors of the Highways.		
Garden - - -	Ditto - -	- - -	Thomas Tomlinson, William Lockett.
Garden - -	Ditto - -	- - -	William Wright, Samuel Cook.
Farm-house, Outbuildings, Yard, Garden, &c.	Henry Howett -	- - -	John Smith.

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