ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cx.

An Act to incorporate a Company for making a Railway from the *London and North-western* Railway to *Newport Pagnell,* with Powers to purchase the *Newport Pagnell* Canal.

[29th *June* 1863.]

WHEREAS the making of a Railway from the *London and North-western* Railway at *Wolverton* to the Town of *Newport Pagnell* in the County of *Bucks* would be attended with great local and public Advantage, and the Persons herein-after named, with others, are willing, at their own Expense, to construct such Railway, which it is estimated will cost Forty-five thousand Pounds: And whereas a Plan and Section of the Railway showing the Line and Levels thereof, with a Book of Reference to the Plan containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands through which the said Railway will pass, have been deposited with the Clerk of the Peace for the said County: And whereas it is expedient that the *London and North-western* Railway Company should be empowered to work the said Railway: And whereas in the Year 1814 an Act was passed for making and maintaining a navigable Canal from the Town of *Newport Pagnell* in the County of *Buckingham,* Recites 54 G. 3. c. xcviii.

to join the *Grand Junction* Canal in the Parish of *Great Linford* in the same County, and by that Act a Company was incorporated for the Purposes of the said Act by the Name of "The Company of Proprietors of the *Newport Pagnell* Canal," and the said Company of Proprietors (who are in this Act called "the Canal Company") have long since made the said Canal, but it is not and has not been for many Years past a profitable Undertaking, and it would be superseded by the proposed Railway, owing to the greater Facilities and Accommodation which such Railway would afford: And whereas the proposed Railway will be made near to the said Canal, and the greater Part of the said Canal is included within the Limits of Deviation defined upon the before-mentioned deposited Plan, and if the said Canal were discontinued as a Canal it might be used in the making and for the Purposes of the intended Railway; and it is expedient that the Canal Company should be empowered to agree with the Promoters of the said Railway for the Purchase by them of the Canal; but the Purposes aforesaid cannot be accomplished without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

8 & 9 Vict. cc. 16. 18. & 20. and 23 & 24 Vict. c. 106. incorrated.

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act.

Interpretation of Terms.

2. In this Act the Words "the Company" shall mean the Company incorporated by this Act, and the Words "the Undertaking," or "the Railway," shall mean the Railway and the Works connected therewith by this Act authorized to be constructed.

Subscribers incorporated.

3. *Charles Aird, Joseph Quick,* and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purposes of the Undertaking, and such Company shall be incorporated by the Name of "the *Newport Pagnell* Railway Company," and by that Name shall be a Body Corporate with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking within the Restrictions herein and in the said Acts contained, and their Undertaking shall be called "The *Newport Pagnell* Railway."

Capital.

4. The Capital of the Company shall be Forty-five thousand Pounds, and shall be divided into Four thousand five hundred Shares of Ten Pounds each.

5. Three

Calls.

5. Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at the least shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of Calls that may be made in any One Year upon any Share.

Power to borrow on Mortgage.

6. The Company may borrow on Mortgage any Sums not exceeding in the whole Fifteen thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Forty-five thousand Pounds shall have been subscribed for and One Half thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Capital.

7. The Monies by this Act authorized to be raised, whether by Shares or Mortgage, shall be applied only to the Purposes by this Act authorized.

Arrears may be enforced by Appointment of a Receiver.

8. The Mortgagees of the Company may enforce the Payment of the Arrears of Principal and Interest due on any such Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Mortgagees by whom Application for such Receiver shall be made shall not be less than Three thousand Pounds in the whole.

First and other Meetings.

9. The First Ordinary Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held in the Months of *February* or *March* and *August* or *September* in every Year.

Quorum of General Meetings.

10. The Quorum of General Meetings of the Company shall be Five Shareholders present, personally or by proxy, holding in the aggregate not less than Five thousand Pounds in the Capital of the Company.

Number and Qualification of Directors.

11. The Number of Directors shall be Three, and the Qualification of a Director shall be the Possession in his own Right of Twenty Shares in the Undertaking.

Power to increase the Number of Directors.

12. It shall be lawful for the Company from Time to Time to increase the Number of Directors, provided that the increased Number be not more than Five.

13. *Charles*

First Directors.

13. *Charles Aird*, *Joseph Quick*, and *William Fowler* shall be the First Directors of the Company, and shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held in every Year thereafter the Shareholders present, personally or by proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," and in this Act contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845," or by this Act, or either of them.

Such Directors to continue in Office until First Meeting after passing of Act.

Quorum.

14. The Quorum of a Meeting of Directors shall be Two whilst their Number is only Three, and Three when their Number is more than Three.

Power to make Railway according to deposited Plan.

15. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railway herein-after described, with all proper Works, Approaches, and Stations, in the Line and upon the Lands delineated on the said Plan and described in the said Book of Reference, and according to the Levels described on the said Section, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

Describing Line of Railway.

16. The Railway (which will be wholly situate in the County of *Bucks*) shall commence by a Junction with the *London and North-western* Railway in the Parish of *Wolverton*, near the *Wolverton* Station of that Railway, pass through or into the Parishes of *Wolverton*, *Bradwell*, *Stanton Bury*, *Great Linford*, and *Newport Pagnell*, and terminate in the last-named Parish at or near the East End of the Canal Basin.

Junction with London and North-western Railway.

17. The Company shall make the Junction with the *London and North-western* Railway by means of a Siding at such Place as the *London and North-western* Railway Company shall agree to, and not otherwise; and all Works required for effecting a Junction or Junctions upon or affecting the Lands or Works of the *London and North-western* Railway Company shall be made according to the Plans first approved by the Engineer of that Company, and shall be executed under his Superintendence and Control, and at the Expense of the Company.

18. The

Company not to interfere with the Property of Railway joined.

18. The Company shall not enter upon, take, or use any of the Lands or Property of the *London and North-western* Railway Company, or in any Manner vary or alter the Undertaking of that Company, or of any of the Works appertaining thereto, without the previous Consent in Writing of such last-mentioned Company.

Signals, &c. to be erected and Persons appointed by London and North-western Railway Company.

19. The *London and North-western* Railway Company may from Time to Time erect, maintain, and alter such Signals and Conveniences incident to the Junction, and appoint and remove such Watchmen, Switchmen, or other Persons, as they may deem necessary for the Prevention of Danger to, Detention of, or Interference with the Traffic at or near the said Junction; and the Working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Persons, whether on the Land of the said *London and North-western* Railway Company, or the Land of the Company, shall belong exclusively to the *London and North-western* Railway Company, and all the Expense during each Half Year of erecting, altering, repairing, and maintaining such Signals, Works, and Conveniences, and of the Wages of such Watchmen, Pointsmen, and other Persons, and all incidental current Expenses, shall at the End of every Half Year be repaid by the Company to the *London and North-western* Railway Company, as the Case may be, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any Court of competent Judicature.

Saving Rights of London and North-western Railway Company.

20. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and North-western* Railway Company otherwise than is herein expressly provided.

As to Bridge over Grand Junction Canal.

21. The Bridge for carrying the Railway over the *Grand Junction* Canal shall be constructed at such Point within the Limits of Deviation defined upon the deposited Plans, and in such Manner and of such Width and Dimensions, as may be agreed upon between the Company and the Company of Proprietors of the *Grand Junction* Canal, or, failing such Agreement, as shall be settled and determined by an Engineer to be appointed on the Application of either Company by the Board of Trade: Provided always, that, unless otherwise agreed, the Soffit of such Bridge shall for the entire Width of the Waterway be at least Ten Feet above the Top-water or Weir Level of the Canal, and for the entire Width of the Towing-path shall be at least Eight Feet above the said Top-water or Weir Level of the Canal; and such Bridge shall be made and at all Times maintained in perfect Repair by the Company to the Satisfaction of the Engineer of the said Company of Proprietors, or, in case of Difference, to the Satisfaction of an Engineer to be appointed by the Board of Trade.

In case of Obstruction to the Grand Junction Canal.

22. If in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of the Bridge over the *Grand Junction* Canal, or of any of the Banks, Slopes, or Walls of the Railway near that Canal, it shall happen that the Waterway of the Canal or the Towing-path thereof shall be so obstructed that Boats 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 such Case the Company shall pay to the said Company of Proprietors as or by way of ascertained Damages the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than an Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the Company, the Company shall pay to the said Company of Proprietors the said Sum of Twenty Pounds for every Hour during which the Obstruction shall continue as or by way of ascertained Damages, and in default of Payment of the said Sum or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the Company, the said Company of Proprietors may sue for and recover the same, together with full Costs of Suit against the Company, by Action at Law in any Court of competent Jurisdiction; and in case the Bridge to be executed for carrying the Railway over the *Grand Junction* Canal, and the Towing-path, Banks, Slopes, Sides, and Works thereof, or the Works of the Railway next to that Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Company of Proprietors to do the needful Repairs, and to recover the Amount of the Expenses from the Company by Action at Law, with full Costs of Suit, in any Court of competent Jurisdiction: Provided also, that nothing herein contained shall extend to prevent the said Company of Proprietors from recovering against the Company any special Damage that may be sustained by the said Company of Proprietors on account of the Acts or Defaults of the Company in respect of which the said Penalties are imposed beyond the Amount of such ascertained Damages, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the ascertained Damages shall have been paid by the Company, and an Action for special Damage shall be brought by the said Company of Proprietors, then the ascertained Damages which may have been paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given accordingly, and the same shall be deducted from the Amount of Damages to be recovered by the said Company of Proprietors; and in case the Amount of Damages recovered shall not exceed the Sum or Sums of Money so paid, then and in such Case Judgment shall be given for the Company; and no Action shall be maintainable by the said Company of Proprietors against the Company for the Recovery of any ascertained Damages after any Judgment shall have

have been obtained by them for any special Damage in respect of the Act or Acts for which such ascertained Damages would have been recoverable.

Saving Rights of the Grand Junction Canal Company.

23. Except as by this Act is expressly provided, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Powers, Privileges, or Authorities vested in the Company of Proprietors of the *Grand Junction* Canal, or authorize or empower the Company, without the Consent in Writing of the said Company of Proprietors under their Common Seal, to alter the Line or Level of the said Canal, or the Towing-paths thereof, or any Parts thereof, or to divert any of the Waters therein or which supply the said Canal, or to injure any of the Works of the said Canal.

Lands for extra-ordinary Purposes.

24. The Quantity of Land to be purchased by the Company by Agreement adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed One Acre.

Powers for compulsory Purchases limited.

25. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railway.

26. The Railway shall be completed within Five Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as shall then be completed.

Money deposited in the Court of Chancery to be forfeited to the Crown in a certain Event.

27. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, the Sum of Three thousand and six hundred Pounds has been deposited pursuant to the said Act in respect of the Application to Parliament for this Act, being Eight *per Centum* upon Forty-five thousand Pounds, the estimated Cost of the Railway: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Three thousand and six hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of

Her

Her Majesty's Privy Council for Trade and Foreign Plantations, that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of such Capital, and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid and the Interest and Dividends thereof shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Three thousand and six hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Three thousand and six hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money and the Interest or Dividends thereof shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money and the Interest or Dividends thereof would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Power to sell Canal to Railway Company.

28. It shall be lawful for the Canal Company to sell and convey to the Company, and the Company are hereby empowered to purchase, the *Newport*

Newport Pagnell Canal, and the Reservoirs, Basins, Towing-paths, Houses, Buildings, Wharfs, Warehouses, Bridges, Locks, Feeders, Tunnels, Culverts, and other Works and Hereditaments thereunto belonging, but subject to all Mortgages, Charges, Incumbrances, Claims, and Demands whatsoever at the Time of the passing of this Act affecting the Canal or the Canal Company.

Transfer to be by Deed.

29. Such Transfer shall be evidenced sufficiently and conclusively by a Deed of Transfer, duly stamped, and in which Deed the Consideration for the same shall be fully and truly set forth.

Deposit of Deed of Transfer.

30. Two Parts of the Deed of Transfer shall be executed, and One Part thereof shall be deposited by the Company with the Clerk of the Peace for the County of *Bucks*, and the other Part thereof shall be retained by the Company.

Custody of Deed of Transfer.

31. The Part so deposited with the said Clerk of the Peace shall be received and retained by him, and he shall permit all Persons interested to inspect the same, and to make Copies and Extracts from the same, in like Manner, upon like Terms, and under like Penalty for Default as provided by the Act of the Session of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, Chapter Eighty-three, with respect to Documents therein referred to.

Receipt of the Canal Company to be a good Discharge for Purchase Money.

32. The Receipt or Acknowledgment by the Canal Company under their Common Seal of the said Purchase Money shall be a good and sufficient Discharge to the Company, and the Company shall not be bound to see to the Application of such Money, or be answerable or accountable for any Loss, Mis-application, or Non-application thereof.

Application of Purchase Money.

33. The said Purchase Money shall be applied, in the first place, in Payment of the Mortgages and Bonds of the Canal Company, next in Payment of the other Debts and Liabilities of the Canal Company, and the Remainder of such Purchase Money, after deducting therefrom any Costs or Expenses incurred in the Distribution of such Money, or in winding up the Affairs of the Canal Company, shall then be distributed under the Control and Superintendence of the Committee of Management of the Canal Company amongst the several Persons who, on such Transfer taking place, shall be Shareholders of the Canal Company, in the Proportions in which such Shareholders are now interested in the Canal as such Shareholders; and such Purchase Money so distributed amongst the Shareholders shall be received by them in full Discharge of all Claim or Interest which they have as Shareholders in the Canal Company.

Canal Company to be dissolved.

34. From and after the Completion of such Purchase or Transfer, and the Distribution of the said Purchase Money in manner aforesaid, the Canal

Canal Company shall be dissolved and cease to exist, save only as respects and for the Purposes of the Satisfaction of any existing Debts or Liabilities of the same Company, and the getting in of its outstanding Credits and the general Settlement of its Affairs.

Cases in which undistributed Assets may be paid into Court.

35. If at the Expiration of Twelve Months after the Completion of the said Purchase any Part of the Purchase Money remains undistributed for any of the following Reasons, then the Committee of Management of the Canal Company shall forthwith pay the same into the Court of Chancery; that is to say, if any Part of such Purchase Money remains undistributed,—

First, by reason of the same not having been claimed by any Person entitled thereto:

Secondly, by reason of any Person claiming the same not having shown to the Satisfaction of the Committee of Management a sufficient Title thereto:

Thirdly, by reason of the Person claiming the same being under any Disability or Incapacity, and no Person competent to give an effectual Receipt for the same having claimed the same on behalf of such Person.

Payment into Court of undistributed Assets.

36. All Monies to be from Time to Time paid into the Court of Chancery under this Act may and shall be paid into the High Court of Chancery according to the Provisions of the Act of the Session of the Tenth and Eleventh Years of Her present Majesty, Chapter Ninety-six, or any other Act from Time to Time in force for the Relief of Trustees, to an Account *ex parte* the *Newport Pagnell* Canal Company; but the Committee of Management of the Canal Company may deduct out of every Sum of Money which they shall pay into Court under the Directions of this Act all such Costs, Charges, and Expenses as they shall incur in relation to such Payment, and any Applications to the Court for that Purpose; and the Court may order all such Costs as shall be incurred by the said Committee of Management in appearing upon any Application to the Court by any Person claiming the Monies which under the Provisions of this Act are paid into Court to be paid to them out of such Monies.

Executors, &c. empowered to give Receipts.

37. It shall be lawful for all Executors, Administrators, Guardians, and all Committees of the Estates of Idiots or Lunatics, in whose respective Names any Shares in the Capital of the Canal Company are or shall be standing, to give effectual and conclusive Receipts for the Money which may under the Provisions herein-before contained be allotted to them; and such Receipt shall be a sufficient Discharge to the Canal Company, and shall release them and the Committee of Management and Officers thereof from all Obligation in respect of the Money for or in respect of which such Receipt shall be given.

38. Upon

Railway Company empowered to stop up Canal, and convert same to Purposes of Railway.

38. Upon such Transfer as aforesaid it shall be lawful for the Company to stop up the Canal, and to discontinue the Use thereof as a Canal, and subject to the Provisions of this Act to convert the same, and any Lands or Grounds connected therewith, to the Purposes of the Railway, freed and discharged from the Obligation imposed upon the Canal Company by the said recited Act with regard to the Conveyance of such Lands or Grounds to the original Owners thereof; but before stopping up the Canal the Company shall make due Provision for the Disposal of the Water now supplying the Canal, so as to prevent the same from overflowing or otherwise damaging neighbouring Lands; and the Company shall give Three Months previous Notice in some Newspaper or Newspapers published in the said County of their Intention so to stop up the Canal.

Repeal of Canal Company's Act.

39. On and after such Transfer as aforesaid the said recited Act, namely, the Fifty-fourth *George* III., Chapter Ninety-eight, shall be and is by this Act, but subject to the Provisions thereof, repealed.

Conveyance, &c. to remain.

40. Notwithstanding the Repeal of the said Act, all Conveyances, Leases, Deeds, Appointments, Contracts, and Agreements made or entered into before such Repeal to, with, in favour of, or by, for, or on behalf of the Canal Company, or any Person on their Behalf, shall be and remain as good, valid, and effectual in favour of, against, and with reference to the Company, and may be proceeded on and enforced in the same Manner to all Intents and Purposes, as if the Company, instead of the Canal Company or such Person, had been Party to and executed the same, or had been named or referred to therein.

Actions, &c. not to abate.

41. Notwithstanding such Repeal, any Action, Suit, Prosecution, or other Proceeding whatsoever commenced either by or against the Canal Company before such Repeal shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company in the same Manner to all Intents and Purposes as if this Act were not passed the same would continue and take effect in favour of and against the Canal Company, and the Name of the Company may be substituted for the Name of the Canal Company as Party to such Action, Suit, Prosecution, or other Proceeding, and after any such Substitution shall be used in such Action, Suit, Prosecution, or other Proceeding, in like Manner as if the Company instead of the Canal Company had originally been Party thereto; but the Canal Company shall in the said Deed of Transfer indemnify the Company against all Loss or Damage to be sustained by the Company by reason or in consequence of any Act or Omission of the Canal Company.

Debts due to and by the Canal Com-

42. Notwithstanding such Repeal, the Canal Company shall be liable to all Claims and Demands whatsoever at Law or in Equity to which that

pany to be paid to and by the Canal Company.

that Company were or would have been liable if their Act had not been repealed; and all Persons who immediately before such Repeal owe any Money to the Canal Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due or to accrue due for the same, to the said Company, and all Debts and Monies which immediately before such Repeal are due or owing by or recoverable from the Canal Company, or for the Payment whereof the Canal Company are or but for this Act would be liable, shall be paid, with all Interest (if any) due or to accrue due thereon, by or be recoverable from the said Company.

General Saving of Rights under recited Act.

43. Notwithstanding such Repeal, and except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by virtue of the said recited Act shall be as valid as if this Act were not passed; and such Repeal and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Repeal had not happened and this Act were not passed would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Books to be Evidence.

44. Notwithstanding such Repeal, all Books and Writings which if the said recited Act were not repealed would be receivable in Evidence shall be admitted as Evidence in all Courts of Law and Equity and otherwise as if that Act were not repealed.

Powers of Canal Company for winding up their Affairs to remain, and then Company dissolved.

45. Notwithstanding such Repeal, such of the Powers and Provisions of the Canal Company's Act as are requisite for enabling the Affairs of that Company to be wound up shall remain and be in force until those Affairs are finally wound up, and when such Affairs are finally wound up the Canal Company shall be dissolved and cease to exist.

Tolls.

46. It shall be lawful for the Company to demand and receive any Tolls for the Use of the Railway, not exceeding the following; (that is to say,)

Tolls for Passengers or Cattle.

First, in respect of Passengers and Animals conveyed upon the Railway, as follows:

For every Person conveyed in or upon any Carriage, the Sum of Twopence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company an additional Sum of One Penny *per* Mile:

For every Horse, Mule, or other Beast of Draught or Burden, Threepence *per* Mile; and if conveyed in or upon any Carriage belonging to the Company an additional Sum of One Penny *per* Mile:

For

For Cattle, the Sum of Twopence *per* Head *per* Mile; and if conveyed in Carriages belonging to the Company an additional Sum of One Penny *per* Mile:

For Calves, Pigs, Sheep, and small Animals, One Penny each *per* Mile; and if conveyed in Carriages belonging to the Company an additional Sum of One Halfpenny *per* Mile:

Tonnage on Articles of Merchandise.

Secondly, in respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Coals, Coke, Culm, Cannel, Limestone, Chalk, Lime, Salt, Sand, Fireclay, Cinders, *per* Ton *per* Mile One Penny; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Dung, Compost, and all Sorts of Manure, and all undressed Materials for the Repair of public Roads or Highways, Charcoal, Ironstone, Iron Ore, Pig Iron, Bar Iron, Rod Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Bricks, Slag, and Stone, Stones for building, pitching, and paving, Tiles, Slates, and Clay (except Fireclay), and for Wrought Iron not otherwise specifically classed herein, and for heavy Iron Castings, including Railway Chairs, *per* Ton *per* Mile One Penny Halfpenny; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile of One Halfpenny:

For all Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, Staves, Deals, and Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Iron Castings, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile of One Penny:

For Cotton and other Wools, Drugs, and manufactured Goods, and all other Wares, Merchandise, Fish, Articles, Matters, or Things, *per* Ton *per* Mile Threepence; and if conveyed in Carriages belonging to the Company an additional Sum *per* Ton *per* Mile of One Penny:

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, Sixpence *per* Mile; and a like Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh.

Tolls for propelling Power.

47. The Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken for the Use of the Railway.

Maximum Rate of Charges.

48. The maximum Rates of Charge to be made by the Company for the Conveyance of Passengers along the Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and every other Expense incidental to such Conveyance as aforesaid, shall not exceed the following Sums; (that is to say,)

For Passengers.

For every Passenger conveyed in a First-class Carriage, Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, One Penny Farthing *per* Mile:

For Cattle, Goods, &c.

And with respect to the Conveyance of Goods, the maximum Rates of Charge to be made by the Company for the Conveyance thereof along the Railway, including the Tolls for the Use of the Railway and Waggons or Trucks, and for locomotive Power, and every other Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the following Sums; (that is to say,)

For every Horse, Mule, and other Beast of Draught or Burden, Fourpence *per* Mile;

For Cattle, Threepence *per* Head *per* Mile;

For Calves, Pigs, Sheep, and small Animals, One Penny Halfpenny each *per* Mile;

For all Coal, Coke, and other Articles herein-before classed therewith, One Penny Halfpenny *per* Ton *per* Mile;

For all Dung, Compost, and other Articles herein-before classed therewith, Twopence *per* Ton *per* Mile;

For all Sugar, Grain, and other Articles herein-before classed therewith, Threepence *per* Ton *per* Mile;

For all Cotton and other Articles herein-before classed therewith, Fourpence *per* Ton *per* Mile;

And 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, *per* Mile Sixpence, and One Penny Halfpenny for every additional Quarter of a Ton which such Carriage may weigh.

Regulations as to Tolls.

49. The following Provisions and Regulations shall be applicable to the fixing of such Tolls and Charges; (that is to say,)

For Articles or Persons conveyed on the. Railway for a less Distance than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company may demand Tolls on Animals and Merchandise for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and if there be a Fraction of a Quarter of a Mile such Fraction shall be deemed a Quarter of a Mile; and in respect of Passengers, every Fraction of a Mile beyond an integral Number of Miles shall be deemed a Mile:

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction, and if there be a Fraction of a Quarter of a Ton such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity:

No Station shall be considered a Terminal Station in regard to any Goods conveyed on the Railway which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Tolls for small Parcels and single Articles of great Weight.

50. And with respect to small Packages and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of Tolls prescribed by this Act, the Company may lawfully demand Tolls not exceeding the following; (that is to say,)

For the Carriage on the Railway, or any Part thereof, of any Parcel not exceeding Seven Pounds in Weight, Threepence;

For the Carriage of any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence;

For the Carriage of any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sevenpence;

For the Carriage of any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Ninepence;

And for the Carriage of any Parcel exceeding Fifty-six Pounds but not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Terms shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

For

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Passengers Luggage.

51. Every Passenger travelling on the Railway may take with him his ordinary Luggage, not exceeding One hundred and twenty Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may take increased Charges by Agreement.

52. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of any Description, by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service performed by the Company in relation thereto.

Restriction as to Charges not to apply to Special Trains.

53. Provided also, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required upon the Railway, but shall apply only to the Ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the Railway.

Tolls may be taken by other Companies subject to working Agreement.

54. If under the Provisions of this Act, or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the Use by any other such Company of the Railway, then and in such Case during such Contract or Agreement Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railway, in accordance with the Terms and Stipulations of such Contract or Agreement; and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be retained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

Power to enter into Traffic Arrangements with London and North-western Railway Company.

55. The Company and the *London and North-western* Railway Company may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Working, Management, Maintenance, and Repair of the Railway by the *London and North-western* Railway Company, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or Working Stock, or of any Officers or Servants required for such Purposes:

The

The fixing and levying of the Tolls, Rates, and Charges arising on the Railway, or any Part thereof:

The Division between the Company and the *London and North-western* Railway Company of the Receipts arising from the Traffic upon the Railway, and the Payments to be made respectively by the Companies with respect to any of the Matters aforesaid.

Railways to be deemed continuous.

56. During any such Working Agreement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed over the *London and North-western* Railway, and also over the Railway authorized by this Act, the Distances traversed shall be reckoned continuously on such Railways as if those Railways were One Railway; and if the said Articles or Persons are conveyed over the Railway hereby authorized for a less Distance than Three Miles, having been already conveyed over or being destined for the *London and North-western* Railway, it shall not be lawful to charge for the Conveyance of such Articles and Persons over the Railway hereby authorized as for Three Miles.

Conditions of such Agreements.

57. All Agreements under this Act made between the Company on the one hand and the *London and North-western* Railway Company on the other hand shall be subject to the Approval of the Board of Trade; and no such Agreement shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized or entitled to demand or take from any Person, but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railway to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

To be first approved by Shareholders.

58. No such Agreement shall have any Operation or Effect unless it shall be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies specially convened for the Purpose.

Agreements between Companies may be modified by Board of Trade.

59. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of Ten Years from the making of any such Agreement, and on the Expiration of every Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised, and the Board of Trade shall have Power to modify the Terms and Conditions of any such Agreement in such Manner as the Board may think necessary, and to declare such Modification to be Part of such Agreement, and the same shall be read and take effect accordingly.

Public Notice at Expiration of decennial Period.

60. The Company, previously to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board is about to enter on the said Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Arrangement.

Saving existing Right to contract.

61. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

Interest not to be paid on Calls paid up.

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

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

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

Railway, &c. not exempt from Provisions of present and future General Acts.

64. Nothing herein contained shall be deemed or construed to exempt the Railway or the Company from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

Short Title. Expenses of Act.

65. This Act may be cited as "The *Newport Pagnell* Railway Act, 1863," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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