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LEWIS & BIRMINGHAM Co
1835

Lands Clauses Consolidation Acts (1845) Amendment.

had been transferred to the said Principal Secretary for the Time being by the Eighteenth and Nineteenth *Victoria*, Chapter One hundred and seventeen, for the Purposes aforesaid: Provided always, that nothing herein contained shall authorize any Purchase otherwise than by Agreement of any Land, except according to the Provisions of the Twenty-third Section of the said Act of the Fifth and Sixth *Victoria*, or prejudice or affect the Powers and Authorities of the said Principal Secretary for the Time being under the said last-mentioned Statutes or either of them.

This Act and
9 & 9 Vict.
ch. 18. & 19.
to be con-
strued toge-
ther.

VIII. This Act shall be read and construed as Part of the said Lands Clauses Consolidation Act, 1845, or of the Lands Clauses Consolidation (*Scotland*) Act, 1845, in all Matters in which it relates to the said Acts respectively; and in citing this Act in other Acts of Parliament, and in legal Instruments, it shall be sufficient to use the Expression of "The Lands Clauses Consolidation Acts Amendment Act, 1860."

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1868.

L. G. & M. B.
Amalgamation
Act 1865



ANNO QUINTO & SEXTO

GULIELMI IV. REGIS.

Cap. lvi.

An Act to enable the *London and Birmingham Rail-
way Company* to extend and alter the Line of
such Railway, and for other Purposes relating
thereto. [3d July 1835.]

WHEREAS an Act was passed in the Third Year of the Reign
of His present Majesty, intituled *An Act for making a Railway*
from London to Birmingham; and by the said Act several
Persons were incorporated, by the Name and Style of "The *London and
Birmingham Railway Company*," for carrying into execution the said
Undertaking: And whereas it is expedient that the Line of the said
Railway should be extended from its present Commencement near the
Hampstead Road in the Parish of *Saint Pancras* in the County of
Middlesex to a certain Place called *Euston Grove*, on the North Side of
Drummond Street near *Euston Square*, in the same Parish and County; and
that a certain Part of the Line in the Parishes of *Stowe*, *Wotton*, *Dodford*,
Brockhall, *Norton*, *Whilton*, and *Long Buckby*, should be altered; and also
that the Course of the River *Ouse* in the Parishes of *Woolverton* and
Haversham, or One of them, in the County of *Buckingham*, and of the
River *Avon* in the Township of *Brandon* and the Parish of *Wolston* in the
County of *Warwick*, should be altered: And whereas it is also expedient
that some of the Powers and Provisions contained in the said recited Act
should be altered or amended and enlarged, and that further Powers
should be granted to the said Company: And whereas the several
Purposes aforesaid cannot be carried into execution without the Authority
of Parliament: May it therefore please Your Majesty that it may be
enacted;

[Local.]

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CHIEF ENGINEERS OFFICE
PARLIAMENTARY DEPT.

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5° & 6° GULIELMI IV. Cap. lvi.

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 by the Authority of Commons, in this present Parliament assembled, and by the Authority of the same, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Act (except such of them or such Parts thereof respectively as are by this Act expressly repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several Works and Things hereby authorized or required to be made and done, and shall operate and be in force, in respect to the Objects and Purposes of this Act, and of the said recited Act as altered and amended by this Act, as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make an Extension of the said Railway, and for that Purpose to make and maintain the said Railway and the Works connected therewith in the Line or Course, and upon, across, and under or over the Lands, delineated in the Plan and described in the Book of Reference deposited as herein-after mentioned with the Clerk of the Peace for the County of *Middlesex*; (that is to say,) commencing in a Field on the West Side of the High Road leading from *London to Hampstead*, being the Site of the Depot or Station intended to be made for the Use of the said Railway, in the Parish of *Saint Pancras* in the County of *Middlesex*, and thence passing across the *Regent's Canal* between the First and Second Bridges Westward of the Lock at *Camden Town* into and through the said Parish of *Saint Pancras*, and terminating in a vacant Piece of Ground in a Place called *Euston Grove*, on the North Side of *Drummond Street* near *Euston Square* in the same Parish, and which said Extension of Railway will pass through or into the Parish of *Saint Pancras* in the said County of *Middlesex*.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make the Alterations herein-after mentioned of or in the Line of the said Railway as authorized and directed by the said recited Act, and to make and maintain the said Railway and Works in the Line or Course, and upon, across, under, or over the Lands, delineated on the Plan and described in the Book of Reference deposited, as herein-after mentioned, with the Clerk of the Peace for the County of *Northampton*; (that is to say,) such Alteration commencing in a Field in the Parish of *Stowe*, numbered 8 on the said Plan and Book of Reference, and thence passing through or into the several Parishes and Townships and Places of *Stowe*, *Weedon*, *Dodford*, *Brackhall*, *Norton*, *Whilton*, and *Long Buckby*, or some of them, in the County of *Northampton*, and terminating in a Field in the Parish of *Long Buckby* in the same County, numbered 17 in the said Plan and Book of Reference; and the said Company are hereby authorized to abandon such Parts of the said original Line of Railway as by reason of any of the Alterations by this Act authorized to be made will be rendered useless and unnecessary; and all the Powers, Authorities, Privileges, and Directions

to alter the Line of Railway in the Parishes of *Stowe*, *Weedon*, *Dodford*, *Brackhall*, *Norton*, *Whilton*, and *Long Buckby*;

and to abandon unnecessary Portions of the Railway.

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tions which by the said recited Act are given for making and maintaining the Portion of the said original Line of Railway by this Act authorized to be abandoned shall, from and immediately after the making of the Alterations herein mentioned, cease and determine.

IV. Provided always, and be it further enacted, That in case the said Company shall not make the said Railway in the Line by this Act authorized it shall be lawful for them to make and maintain the said Railway or any Part thereof in the Line authorized by the said recited Act, and all the Powers and Authorities thereby and hereby given shall be valid and effectual for that Purpose.

In case Line not made as authorized by this Act, the Line of recited Act may be made.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to alter and divert the present Course or Stream of the River *Ouse*, and other Streams and Waters connected therewith, in the Parishes of *Woolverton* and *Haversham*, or One of them, in the County of *Buckingham*, and to make a new Cut or Channel for the said River near to a Place called *Mead Mill*, in the said Parish of *Woolverton*, through the Lands of the Trustees of the Will of Doctor *John Radcliff* in the said Parish of *Woolverton*, and of *Jamies Greaves* and *Thomas Greaves* and *Edmund Greaves* in the said Parish of *Haversham*, in the Line or Course of the Length and Width, and upon, across, under, or over the Lands delineated on the Plan and described in the Book of Reference deposited with the Clerk of the Peace of the County of *Buckingham*, (the Lines on the said Map or Plan which describe such new Cut or Channel of the said River being taken as describing the Width thereof at the Bottom,) and such new Cut or Channel so to be made shall be as deep as the present Channel of the said River *Ouse* near to *Mead Mill* aforesaid; and no Deviation shall be made in the Line of the said new Channel of the said River *Ouse*, any thing herein-after contained to the contrary notwithstanding; and to fill up the present Beds of the said River *Ouse*, and other Streams and Waters connected therewith, which are intended to be discontinued, the Surface of the Ground so to be filled up to be covered to the Depth of One Foot at least with good Mould, and to be inoculated with the old Sward so as to make it fit for Meadow Ground; and to carry the said River, Streams, and Waters under the said Railway at a Part of the Line on the said Railway to the Northward of the present Course of the said River, Streams, and Waters in Part of the Fields numbered respectively 2 and 3 in the said Parish of *Haversham* in the said Plan and Book of Reference; and also to alter and divert the present Course or Stream of the River *Avon* in the Hamlet or Township of *Brandon* and in the Parish of *Wolston* in the County of *Warwick*, in the Line or Course, and upon, across, under, or over the Lands delineated in the Plan and described in the Book of Reference deposited with the Clerk of the Peace for the County of *Warwick*; and to fill up, either wholly or in part, or to contract the present Bed of the said River *Avon* between the Point at which such Diversion or Alteration shall commence and the Point at which it shall terminate.

Power to alter the Course of the Rivers *Ouse* and *Avon*.

VI. And be it further enacted, That when and as soon as the said new Cuts or Channels of the said Rivers *Ouse* and *Avon* respectively shall have been made and completed they shall for ever afterwards be deemed and

New Channels to be substituted for old Channels.

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and taken to be Part of the Channels of the said Rivers *Ouse* and *Avon* respectively, and the Owners of the Lands on each Side of the same new Cuts or Channels respectively shall have such and the same Rights and Interests in the same new Cuts or Channels respectively as the respective Owners of the Lands on each Side of the old Channels of the said respective Rivers so intended to be discontinued now have in the same old Channels respectively.

VII. And whereas a Plan describing the Line of the Extension of the said Railway, and also a Plan describing the Line of the Alteration of the said Railway, and also Plans describing the Alterations of the Course of the said Rivers *Ouse* and *Avon*, herein-before respectively mentioned, and the Lands in and through which the same respectively and the Works connected therewith respectively are intended to be carried or made, together with Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners and of the Occupiers of such Lands, have been deposited in the Offices of the several Clerks of the Peace of the Counties of *Middlesex*, *Northampton*, *Buckingham*, and *Warwick*, being the Counties within which such Extension and Alterations are respectively intended to be made; be it therefore enacted, That the Plans and Books of Reference so deposited shall remain with and be kept by the said several Clerks of the Peace; and all Persons interested in such Lands shall at all seasonable Times have Liberty to inspect and take Copies of the same or Extracts therefrom, paying to the Clerk of the Peace having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Plans and Books of Reference, or true Copies thereof respectively, or of so much thereof respectively as shall relate to any Matter in question, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

VIII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Extension, Alterations, and other Works in the Line or Course and in or through the Lands delineated on the said Plans, subject as herein-after provided, 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 hereto, or in the Books of Reference to the said Plans, if it shall appear to any Justice of the Peace for the County within which such Lands may be (in case of Dispute about the same), and he by him certified in Writing, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake or Inadvertence, and the Certificate of such Justice shall be deposited with and be kept by the Clerk of the Peace of such County, and shall be sufficient for all the Purposes of this Act.

IX. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth Day of November One thousand eight hundred and thirty-four, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any Ground then inclosed

Plans describing the Alterations and Extensions deposited with the Clerks of the Peace to remain there, and be open to Inspection.

Errors or Omissions in the Act or Book of Reference not to obstruct the working of the Railway, &c.

Houses and Gardens not to be taken without Consent, unless specified in the Schedule.

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inclosed and planted as an Ornament or Shelter to a House, or as a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner thereof, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and it shall be so certified in manner herein-before mentioned.

X. And be it further enacted, That the said Company, in making the Extension, Alterations, and other Works by this and the said recited Act authorized, save as herein-after provided, shall have full Power to deviate from the Lines of the said Railway and other Works as delineated on the several Plans deposited with the Clerks of the Peace as herein-before and in the said recited Act mentioned: Provided nevertheless, that no Deviation hereafter to be made shall extend to a greater Distance than One hundred Yards from the Lines so delineated on the said Plans, nor shall any Deviation extend into the Lands of any Person whose Name is not mentioned in the said Book of Reference without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and the Fact that such Omission proceeded from Mistake or Inadvertence be certified in manner herein-before provided in Cases of unintentional Errors in the said Book of Reference: Provided always, that no Deviation shall be made from the Line of the said Railway in any Part thereof where by this or the said recited Act the said Company is expressly restricted from Deviation, nor shall any Deviation be made therefrom where the said Line passes through the Lands of *Thomas Reeve Thornton* Esquire, in the Parishes of *Brackhall* and *Norton* in the County of *Northampton*, without the Consent in Writing of the said *Thomas Reeve Thornton*, his Heirs or Assigns, being previously obtained.

XI. And whereas by the said recited Act it is enacted, that in all Cases wherein, in the Execution of the Powers thereof, there should be Occasion to take or use any Common or Waste Land, or any other Lands which should be charged with or 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 should be situate, or if the same should 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 the said Act enabled to sell other Lands have in such Lands (and which Conveyance might be in the like Form as by that Act is directed to be used in the Case of Conveyance of other Lands), should 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 as aforesaid (and which should be determined by a Jury, in case the Parties differed about the same, in like Manner as by the said Act is directed in other Cases of the like Nature,) should be paid by the said Company

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Company

Power to deviate from the Lines delineated on the Plans under certain Limitations.

Recital as to Purchase of Common and Waste Land.

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Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land should be situate, and should be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof to be convened by such Churchwardens for that Purpose should direct; and in all Cases in which any such Commonable or other Rights should extend over and be exercised or enjoyed out of any other Lands than such Common or Waste Lands, the Compensation for the Relinquishment thereof should 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 should be appendant or appurtenant, or otherwise, as the Case might require, should be deposited in the Bank of *England*, in manner by the said Act directed in Cases of other Lands taken by the said Company: And whereas Doubts have arisen as to the Application in certain Cases of the Money so to be paid as a Compensation for the Extinguishment of such several Rights of Common: And whereas it is expedient that the Powers and Provisions of the said recited Act relative to what shall be deemed Common or Waste Land, and also relative to the Application of such Money, and the Mode of assessing the Amount thereof, should be explained, enlarged, and amended; be it therefore enacted, That no Land shall be deemed or taken to be Common or Waste Land within the Meaning of the said recited Act, so as to entitle the Churchwardens of the Parish for the Time being to the Receipt of any such Compensation Money as before mentioned, except the same shall be the Waste of some Manor, and liable to the Exercise of Rights of Common during the whole of the Year without Interruption.

Declaring what shall be deemed Common or Waste Land.

Churchwardens empowered to treat with the Company touching the Compensation for Waste Land.

Where Commoners exceed Twenty in Number, a Meeting of them may be called for appointing a Committee to treat with the Company.

XIII. 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 Twenty in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement to be inserted Three Times 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 which Meeting shall have Power to appoint, a Committee, to be chosen from among the said Parties, and not exceeding Ten 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

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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, 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 Twelve 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 and the said recited 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 by the said recited Act or hereby is authorized, the Notices required to be given for that Purpose may be served upon any Five 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.

If no Meeting take place, Compensation to be settled by a Jury.

Directing how Notice of such Jury shall be served.

XIV. And whereas the Line of the said Railway passes through a Common or Piece of Waste Land known by the Name of *Whitley Common*, situate in the Parish of *Saint Michael* in the County of the City of *Coventry*, over which the Freemen of the said City of *Coventry* and a small Number of other Persons, Proprietors of Mills adjoining to the said Common, have a Right of Pasture all the Year; and certain other Pieces of Land required for the making of the said Railway are called *Lammas Grounds*, situate in the said Parish of *Saint Michael* and the Parish of *Saint John the Baptist*, in the County of the said City of *Coventry*, over which the Freemen of the said City of *Coventry* have a Right of Common from *Old Lammas Day* until *Old Candlemas Day*, and certain other Pieces of Land required for the making of the said Railway are called *Michaelmas Land*, situate in the Parish of *Saint John Baptist* aforesaid, over which the Freemen of the City of *Coventry* have a Right of Pasture from *Old Michaelmas Day* until *Old Candlemas Day*: And whereas the Number of the said Freemen entitled to such Common Rights exceeds Three thousand; and it is expedient that some Provision should be made for the Application of any Sum of Money received and to be received for Compensation for such Rights over Land taken for the Purposes of the said recited Act and this Act to some public Purpose for the Benefit of the said Freemen; be it therefore enacted, That all Sums of Money already paid and hereafter to be paid by the said Company as Compensation for and in respect of any Right of Common or Pasture upon and over any Part of the said *Lammas* or *Michaelmas* Lands or Grounds, or the Common or Waste Lands within the said County of the City of *Coventry*, which shall be taken for the Purposes of the said recited Act or this Act, shall be paid, applied, and appropriated in such Manner and to and for such Purposes as the Freemen for the Time being of the said City of *Coventry*, or the major Part of them, assembled at any public Meeting to be called by the Mayor of the said City for the Time being, whereof

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Notice shall have been given Three Times at the least in some Newspaper published in the said City, shall order, direct, and determine.

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

XV. And be it further enacted, That where any Money agreed or awarded to be paid for the Purchase of any Lands taken or used under the Powers of this or the said recited Act, or for any Compensation or Satisfaction under this or the said recited Act, shall have been paid into the Bank of England in the Name and with the Privy of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* the London and Birmingham Railway Company, pursuant to the Directions contained in the said recited Act, 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 Lands 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 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.

Persons in Possession to be deemed entitled.

XVI. Provided always, and be it enacted and declared, That the Person or Corporation for the Time being in the Possession or in the Receipt of the Rents and Profits of any Lands was, and is, and shall, for the Purposes of this and the said recited Act, be enabled to contract for, sell, and convey the same to the said Company, and to agree for the Amount of any Compensation for any Damage, Loss, or Inconvenience to be sustained by reason of the Execution of this or the said recited Act; and that every Contract, Sale, Conveyance, or Agreement, whether heretofore or hereafter made with or to the said Company by any such Person or Corporation, shall be valid and effectual; and that in every Case in which the Amount of the Price of any Lands or of any Compensation has been or shall be paid into the Bank of England in the Name and with the Privy of the Accountant General of the Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands, in manner provided by the said recited Act, such Payment, and every Contract or Agreement in pursuance whereof it was made, shall be good to all Intents and Purposes, and the said Company shall not be bound to see to the Application thereof; provided that such Agreement be made *bond fide*, and without any Fraud or Collusion between the said Company and the Party contracting.

Form of Conveyance not to be compulsory.

XVII. And be it further enacted, That nothing in the said recited Act or this Act contained shall extend, or be deemed or construed to extend, to compel the said Company to use the Form of Conveyance in the said recited Act prescribed for the Conveyance of Lands purchased and taken for the Use of the said Railway, 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 not provided for by the said recited Act.

Power to keep on foot attendant Terms of Years.

XVIII. Provided always, and be it further enacted, That Terms of Years attendant on the Inheritance of any Lands purchased by and conveyed to the said Company, pursuant to the Powers in this and the said recited

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recited Act contained, shall and may, at the Option of the said Company, such Option being expressed in the Conveyance to the said Company, be kept on foot and assigned to a Trustee of the said Company, to attend the Inheritance of such Lands, and protect the same from all Incumbrances subsequent to the Creation of such Terms; and the Terms of Years so assigned, and as to which such Option shall have been expressed in the Conveyance to the said Company as aforesaid, shall not merge in the Inheritance of the Lands comprised in such Conveyance, any thing herein or in the said recited Act contained to the contrary notwithstanding.

XIX. And be it further enacted, That in all Cases where any Lands intended to be purchased by the said Company are or shall be subject, jointly with other Lands not intended to be purchased, to or with any Rent, Payment, Mortgage, or Incumbrance whatever, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by the said recited Act or this Act capacitated to sell, release, or apportion the same, or to release the Lands so purchased therefrom, shall consider the remaining Part of the Lands so jointly subject, and the same shall in fact be, a sufficient Security for such Rent, Payment, Mortgage, or Incumbrance, and shall therefore be willing to release the Lands so purchased by the said Company therefrom, then and in any such Case it shall be lawful for the Party entitled to, or by the said recited Act or this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Lands so purchased therefrom, with the Consent of the Owner of the Land so purchased, and also of the Owner of the remaining Lands so jointly subject as aforesaid (and which Owner is thereby declared to include and extend to all Corporations and other Persons by the said recited Act authorized and empowered to sell and convey Lands), to release the Lands so purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid 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, Mortgage, and Incumbrance; and when any Lands purchased by the said Company shall be so released as last aforesaid, the remaining or other Lands not purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain wholly and exclusively charged with, and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Lands, and the Owners and Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but so at all Times thereafter remain as effectual as if such remaining or other Lands had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Land so purchased as aforesaid shall be released as aforesaid it shall be lawful for the said Company, on Tender so that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of the said recited Act and this Act or either of them, and also declaring that the remaining or other Lands so before jointly subject as

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aforesaid

aforesaid are thenceforth to remain and be wholly and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, and shall not exclude any other Evidence of the same Facts: Provided also, that the Powers and Provisions contained in the said recited Act touching the Release of the Lands required for the Purpose thereof from any Rent, Payment, Incumbrance, or Mortgage charged thereon, affecting the same either solely or jointly with any other Lands, shall not be prejudiced, altered, or affected by the said Powers and Provisions herein-before contained, in all Cases where it shall be deemed expedient to act under the said recited Act instead of this Act in relation thereto; but it shall be lawful for all Parties interested to act either under the said recited Act or this Act, in relation to any such Rent, Payment, Mortgage, or Incumbrance as aforesaid, as they may respectively deem it expedient.

Rents on
Leases to be
apportioned.

XX. 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 or the said recited 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 the said Acts, 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 a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this or the said recited 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 Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of the said Acts; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned, in respect of the Lands not required for the Purposes of the said Acts, 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 required for the Purposes of the said Acts, but the same shall, as to such last-mentioned Lands, but not further or otherwise, continue in full Force and Operation.

Repeal of
Provisions in
recited Act
as to Mines
under Land
purchased
by Company.

XXI. And whereas by the said recited Act it is enacted that nothing in that Act contained should extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines or Minerals under any Land purchased by the said Company under the Provisions of the said Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as might be necessary

sary

sary to be dug or carried away or used for the Purpose of the said Act; but all such Coal, Ironstone, Stone, Slate, Clay, or other Mines and Minerals, not necessary to be so dug, carried away, or used as aforesaid, should be deemed to be excepted out of the Purchase of such Lands, and might, subject to the Restrictions therein-after contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if the said Act had not been passed: And whereas it is expedient that the said Provisions should be altered and amended; be it therefore enacted, That the said recited Provisions shall be and the same are hereby repealed.

XXII. And be it further enacted, That nothing in this Act nor in the said recited Act contained shall extend to give to the said Company any Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines under any Land purchased by the said Company under the Provisions of this or the said Act, except only so much of such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals as may be necessary to be dug or carried away or used for the Purpose of this and the said Act, unless the said Mines shall have been expressly purchased and conveyed by the Owner thereof to the said Company; but all such Coal, Ironstone, Limestone, Stone, Slate, Clay, or other Mines and Minerals not necessary to be so dug or carried away or used as aforesaid, shall, unless the contrary shall be expressed, be deemed to be excepted out of the Purchase of such Lands, and may, subject to the Restrictions in the said recited Act contained, be worked by the respective Owners or Lessees thereof under the said Lands, or the Railway or other Works of the said Company, as if the said Act had not been passed.

Company
not to claim
Mines, except
purchased by
them.

XXIII. And whereas by the said recited Act it is enacted, that upon Payment or legal Tender of such Sums of Money as should have been agreed upon between the Parties or awarded by a Jury in manner therein-before mentioned for the Purchase of any Lands, or as a Satisfaction and Compensation for any Loss or Injury, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same should have been so agreed upon or awarded, or if the Parties so respectively interested and entitled as aforesaid could not be found, or should be absent from England, or should refuse to receive such Money as aforesaid, or should refuse, neglect, or be unable to take good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands should not be known, or should be absent from England, or should refuse to convey the same, then upon Payment of such Money into the Bank of England, as in the said recited Act is particularly mentioned, it should be lawful for the said Company immediately to enter upon such Lands, and to hold the same as in the said Act is mentioned: And whereas it may frequently occur, that from unavoidable Delay in making out the Title to Lands so purchased, or from other Causes, the Payment or Tender of the Purchase Money and Compensation so agreed or awarded may be delayed beyond the Period of Thirty Days by the said recited Act limited, and it is therefore expedient that such Provision should be explained and amended; be it therefore enacted, That nothing in the said recited Act or this Act contained shall

Power to enter
Land, &c.
upon Payment
or Tender of
Purchase Money.

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shall extend, or be deemed or construed to extend, to prevent the said Company from making such Payment or Tender, and entering upon and holding such Lands, after the Expiration of such Period of Thirty Days, if the Delay in such Payment or Tender shall have arisen from the Acts, Neglect, or Default of the Parties selling the same Lands, and not from the Acts, Neglect, or Default of the said Company: 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 or Parties entitled thereto, and Default made by the said Company in Payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party or Parties entitled thereto.

Power to enter adjoining Land for temporary purposes.

XXIV. And whereas by the said recited Act it is enacted, that notwithstanding any thing in the said Act contained it shall be lawful for the said Company, their Agents and Workmen, and they are thereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to 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 depositing or manufacturing upon such Lands or upon any Part thereof respectively any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway or other Works, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works shall be then carried on, and to dig, cut, get, take, remove, and carry away out of and from such adjoining Lands or any Part thereof any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, and to manufacture the same, without having previously made such Payment, Tender, or Investment as therein-before mentioned, they the said Company, their Agents and Workmen, doing as little Damage as may be in the Exercise of the several Powers thereby granted to them, and making Compensation for such temporary Occupation of the said Lands to the Owners or Occupiers thereof, as in the said recited Act is provided: And whereas it is expedient that the said Provisions should be altered, enlarged, and amended; be it therefore enacted, That 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 to the said Railway or other Works by this or the said recited Act authorized to be made and maintained, or any of them, or any Part thereof respectively, as well for the Purposes in the said recited Provisions mentioned as for the Purpose of depositing or working upon such Lands Stone, Bricks, Slates, Timber, Lime, Materials, and other Articles and Things to be used or employed in the said Works, or for forming temporary Roads or Approaches to and from the said Works, and which the said Company are hereby authorized to make without having previously made such Payment, Tender, or Investment as in the said recited Act mentioned, 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 for such temporary Occupation of the said Lands, and for the Damage thereby occasioned,

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occasioned, to the Owners or Occupiers of such Lands, in manner and subject to the Restrictions in the said recited Act provided in the Cases of temporary Occupation of Lands thereby authorized.

XXV. 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 Lands not exceeding in the whole Fifty Statute Acres, in addition to the Lands authorized by this and the said recited Act to be taken for the Purposes of the said Railway and Works, and in addition also to the Fifty additional Acres authorized to be purchased by the said recited Act, in such Places as shall be deemed eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for depositing, receiving, 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 Purposes whatsoever connected with the Undertaking 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 in the said Act and herein-before capacitated to sell and convey other Lands for the Purposes of this and the said recited Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned or any of them, in the same Manner as is herein-before and in the said recited Act directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works hereby and by the said recited Act authorized to be made.

Empowering Company to purchase Fifty Acres of Land for the Purpose of additional Stations.

XXVI. And whereas it is intended that the said Railway shall be carried under the *Hampstead Road* near *Mornington Place*, *Camden Town*, and the Road called *Park Street*, leading from the *Regent's Park* to *Camden Town*, both in the County of *Middlesex*, and which are herein-after called *Metropolis Roads*, by means of Tunnels to be constructed by the said Company for that Purpose; be it therefore enacted, That the said Company shall and they are hereby authorized and required to construct at their own Expence a good and sufficient Tunnel, with proper Parapet Walls and Wing Walls, for carrying the said Railway under each of the said Roads called the *Hampstead Road* and *Park Street*, at the several Places where the said Railway, as delineated on the Plan thereof deposited with the Clerk of the Peace for the County of *Middlesex*, crosses the said Roads respectively; and that the Length of each of such Tunnels shall not be less than Thirty Yards on each Side beyond the Extent of the said Roads and Footpaths, except on the Eastern Side of the *Hampstead Road*, where the said Company shall erect such Wall or other Fence as shall be required by the said Commissioners; and that each of the said Tunnels shall be so constructed that the Soffit of the Arch thereof shall not be less than Three Feet beneath the Surface of the Road under which the same shall pass, and that the Thickness of the Materials of such Arch shall not exceed Two Feet above such Soffit, and the Surface of such Roads after the Completion of such Tunnels respectively shall remain at their present Level.

Regulating the Construction of the Tunnels under the Metropolis Roads.

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XXVII. And

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Company to watch and light and take all necessary Precautions in constructing the Tunnels under the Metropolis Roads.

XXVII. And be it further enacted, That the said Company shall and they are hereby required at their own Expence to do and perform all such Acts and Things in the Way of watching and lighting, and all such other precautionary Measures during the Progress of erecting and constructing the several Tunnels of the said Railway, by which the same shall be carried under the said Metropolis Roads, as shall by the Surveyor General for the Time being to the Commissioners of the Metropolis Turnpike Roads North of the Thames be deemed necessary and requisite to be done by the said Company for the public Safety, Convenience, and Protection of the said Metropolis Roads by reason of the Construction and using of the said Railway.

All Works connected with the Metropolis Roads to be constructed under the Superintendence of the Surveyor General to the Commissioners, and all Damages to be repaired.

XXVIII. Provided always, and be it further enacted, That the Tunnels hereby required to be constructed under the said Metropolis Roads respectively, and all Walls and other Works belonging to such Tunnels respectively, and such temporary substituted Roads as during the Construction of such Tunnels it may be necessary for the said Company to construct under the Provisions for that Purpose contained in this Act, and also all Repairs and Renewals of the said several Tunnels which shall hereafter be made by the said Company, shall be constructed and made and formed under the Direction and Superintendence from Time to Time of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads; and that the Plans and Designs for the said Tunnels, and the Works belonging thereto, and which shall respectively be as ornamental as shall be consistent with the Nature and Situation of the Work and the Materials whereof the same shall be constructed, shall be determined and approved of by the said Surveyor General for the Time being, and, previously to the Commencement of the said Tunnels and other Works, Plans, Sections, and Specifications thereof, to be made at the Expence of the said Company, shall be submitted to and approved of by the said Surveyor General for the Time being; and in case, in the Construction of the said Tunnels or any of them, the said Company shall do or cause any Injury or Damage to the said Metropolis Roads or any of them, and shall not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads, or if, by reason of the Construction of any of the Works hereby authorized or required to be constructed by the said Company, any Alteration of the Metropolis Roads or any of them, or of the Drains or Sewers under the same, shall, in the Judgment of the said Surveyor General for the Time being, be rendered necessary, then and in any of such Cases it shall be lawful for the said Surveyor General to cause all such Repairs and Alterations to be made as he in his Discretion shall think fit; and all Costs and Expences of such Repairs and Alterations shall be paid, on Demand, by the said Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the said Commissioners of the Metropolis Roads from the said Company, with full Costs of Suit, by Action of Debt or on the Case, in any of His Majesty's Courts of Record at Westminster.

Company not to deviate from the Line, so far as

XXIX. Provided also, and be it further enacted, That the said Company in constructing their said Railway, so far as the same shall be connected with the said Metropolis Roads, shall not deviate from the Line delineated

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delineated in the said Plan deposited with the Clerk of the Peace for the County of Middlesex, nor shall the Tunnels hereby authorized and required to be made under the said Metropolis Roads respectively, or any of them, be made at any other Places marked out for that Purpose in the said Plan without the Consent in Writing of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads for any of the Purposes aforesaid first had and obtained.

XXX. Provided also, and be it further enacted, That after the said Tunnels under the said Metropolis Roads shall have been constructed pursuant to the Directions of this Act, the said Company shall and they are hereby required at all Times thereafter to keep the said Tunnels, and all Walls and other Works belonging to such Tunnels, in good and complete Repair, to the Satisfaction of the Surveyor General for the Time being to the said Commissioners of the Metropolis Roads; and in case of any Want of Repair to the said Tunnels, Walls, and other Works, or any of them, and Notice thereof given to the said Company by or on behalf of the said Commissioners of the Metropolis Roads, if the said Company shall not, for the Space of Three Days, after the Service of such Notice commence such Repair, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Commissioners of the Metropolis Roads, to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expences incurred by the said Commissioners shall be paid, on Demand, by the said Company, or in failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the said Commissioners from the said Company, with full Costs of Suit, by Action of Debt or on the Case in any of His Majesty's Courts of Record at Westminster.

XXXI. And whereas it is expedient that the Period of Fifteen Days, limited by the said recited Act for contracting the Waterway of the Grand Junction Canal for the Purpose of putting in and constructing the Foundation Walls of the Abutments of the Bridges for carrying the said Railway over the said Canal, should be enlarged; be it therefore enacted, That so much of the said recited Act as relates to the Construction of Bridges over the said Grand Junction Canal shall be and the same is hereby repealed.

XXXII. And be it further enacted, That in carrying the said Railway over the said Grand Junction Canal, the said Railway Company shall be 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 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 above 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-two Feet for the Waterway and Eight 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

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each such Bridge over the said Grand Junction 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 for constructing the said Waterway shall not exceed Thirty Days; nor shall less than Twenty-two Feet for the said Waterway and Eight 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 open for the free Passage of Horses under each such Bridge.

Company to maintain the Bridges over Grand Junction Canal.

XXXIII. Provided always, and be it further enacted, That the said Company shall at their own Expence, as requisite, maintain the several Bridges, Walls, and Works necessary for the free and unobstructed Navigation of the said Grand Junction Canal in good and perfect Order, Repair, and Condition, to the Satisfaction of the principal Engineer for the Time being of the said Grand Junction Canal Company.

Saving the Rights of the Regent's Canal Company.

XXXIV. And whereas the said Railway is intended to be carried over the Regent's Canal in the Parish of *St. Pancras* in the County of *Middlesex*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said 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 Regent's Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or of the Towing Path thereto, or of any Part thereof, or in any Manner to obstruct or impede the Navigation of the said Canal or any Part thereof, or to divert, intercept, cut off, take, use, or diminish any of the Waters therein, or which may be taken for the Use of or which supply the said Canal, or to interfere with or injure any of the Works of the said Canal, or to take or use any of the Lands or Buildings belonging to the said Regent's Canal Company; and that 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 Clerk of the Peace for the County of *Middlesex*, by which Deviation any of the Locks, Side Ponds, Towing Paths, Bridges, Houses, Lock-houses, Lands, Banks, or Feeders, or any other Works belonging to the said Regent's Canal Company, shall be taken, used, or damaged, without the Consent of the said Regent's Canal Company in Writing under their Common Seal first had and obtained.

Directing the Erection of a Bridge over the Regent's Canal.

XXXV. And be it further enacted, That in carrying the said Railway over the said Regent's 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, a good and substantial Brick, Stone, or Cast-iron Bridge over the said Canal and the Towing Path thereof, with proper Approaches to such Bridge; and the

Soffit

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Soffit or under Side of such Bridge at the Centre of the Waterway shall be at the least as high above the Top-water Level of the said Canal as is a certain Bridge on the Estate of the Right Honourable Lord *Southampton*, being the next Bridge Westward on the Line of the said Railway, and known by the Name of *Fitzroy Bridge*; and no Part of the Arch of the said Bridge so to be made by the said Company shall be of less Height over the Towing Path of the said Canal, or over the Southern Side of the said Canal, than Nine Feet above the said Top-water Level; and such Bridge shall be of such Width or Span as shall leave a clear, uniform, and uninterrupted Opening, measured in a direct Line, of not less than Forty-three Feet for the Waterway, and Seven Feet for the Towing Path under such Bridge; and the said Railway Company shall and they are hereby required, during the Progress of constructing such Bridge, and of any 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 Thirty Feet in Width and Ten Feet Six Inches in Height during the Time of constructing and putting in the Foundation Walls of the Abutments of such Bridge, and 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 Forty Days; nor shall less than Forty-three Feet for the said Waterway and Seven Feet for the said Towing Path be left during the Remainder of the Period of constructing or repairing or renewing 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 open for the free Passage of Horses under such Bridge; and that the said Bridge and Works shall be constructed and maintained to the Satisfaction of the principal Engineer for the Time being of the said Regent's Canal Company.

XXXVI. And be it further enacted, That if by reason of any Accident, or if in the Execution of any of the Works by this Act authorized to be made, or if by reason of the bad State of Repair of any such Works, or of any of the Slopes, Banks, or Walls of the said Railway near the said Regent's Canal, it shall happen that the said Canal or the Towing Path thereof, or any Part 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 at all Times freely and uninterruptedly to pass along the same, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which such Impediment or Obstruction shall continue, and so in proportion for any less Time than One Hour during which any such Impediment or Obstruction shall continue: 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 the Servants of or Persons employed by the said Railway Company, then and in every such Case the said Railway Company shall pay to the said Regent's Canal Company the 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 Treasurer or any Officer of the Railway Company, the said Regent's Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company,

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Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at Westminster; and in case the Bridge be erected for the said Railway over the said Regent's Canal, or the Approaches, Side, Slopes or Banks of the said Railway near the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, or if by reason of Want of Repair, or from any other Cause, reasonable Apprehension shall be entertained of Interruption to the Navigation of the said Regent's Canal, then and in any of such Cases it shall be lawful for the said Regent's Canal Company to do the needful Repairs, and to recover the Amount of the Expenses from 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 Regent's 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 Regent's 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 Regent's 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.

Company to erect Bridges on the Duke of Bedford's Estate in the Parish of St. Pancras.

XXXVII. And whereas it is intended that the said Company shall purchase from the Most Noble John Duke of Bedford, for the Purposes of this Act, all those Three Pieces or Parcels of Ground situate on the East Side of the *Hampstead Road* in the Parish of *St. Pancras* in the County of *Middlesex*, and between the said Road and the Estate of the Right Honourable John Somers Earl Somers in *Upper Seymour Street, Somers Town*, in the said Parish (being Part of the Land or Ground numbered respectively 114, 115, 116, 117, and 121 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and being Part of the Estate of the said Duke of Bedford in the said Parish of *St. Pancras*); that is to say, all that Piece or Parcel of Ground, (Part of the Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to), Sixty-six Feet in Width, and in Length on the East Side about Nine hundred and eighty-two Feet, and on the West Side about Eight hundred and eighty-eight Feet, extending (nearly in a straight Line) from Part of the East Side of the *Hampstead Road* aforesaid nearly opposite but a little to the Southward of *Granby Street, Mornington Place*, to that Part

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of the Land (behind the West Side of *Upper Seymour Street* aforesaid) belonging to Lord *Southampton* which lies opposite to or in a Line with the Street in or near the Centre of *Euston Square* in the said Parish of *St. Pancras* called *Euston Grove*; and also all that other Piece or Parcel of Ground (Part of the Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to), about One hundred Feet in Width from North to South, and about One hundred and ninety Feet in Length from East to West on the North Side and about One hundred and eighty Feet from East to West on the South Side, and which last-mentioned Piece or Parcel of Ground will lie on the South Side of and adjoin a Street intended to be made in continuation of an intended Opening of about Seventy Feet in Width on the West Side of *Upper Seymour Street* aforesaid, opposite or nearly opposite to *Gee Street*, in the Estate of the said John Somers Earl Somers, and intended to be called *Wriothesley Street*, and is bounded on the East by the Yards of Houses on the West Side of *Upper Seymour Street* aforesaid, on the South partly by Land belonging to Lord *Southampton* and partly by the Piece or Parcel of Ground herein-after next mentioned, on the West by the said first-mentioned Piece or Parcel of Ground, and on the North by the said intended Street to be called *Wriothesley Street*; and also all that other Piece or Parcel of Ground (Part of the Land or Ground numbered 117 and 121 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to), bounded on the East, South, and West Sides by Land belonging to the said Lord *Southampton*, and on the North Side partly by the said first-mentioned Piece or Parcel of Ground, partly by the said second-mentioned Piece or Parcel of Ground, and partly by Land belonging to the said Lord *Southampton*, and containing on the North Side thereof about One hundred Feet, on the East Side thereof about One hundred and eighty-six Feet, on the South Side thereof in a Bevil Line, about Two hundred and fifty Feet, then turning off at an Acute Angle, and returning towards the East, about One hundred and twenty-nine Feet, and on the West Side thereof about Ninety Feet; be it further enacted, That the said Company shall at their Expence, within Eighteen Calendar Months next after the passing of this Act, in a good, substantial, and workmanlike Manner, and to the Satisfaction of the Surveyor for the Time being of the said Duke of Bedford, or other the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of Bedford adjoining the East and West Sides of the said Piece or Parcel of Ground Part of the Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, erect Three Carriage-road Bridges and One Footway Bridge over and across such Parts of the said last-mentioned Piece or Parcel of Ground as the Steward or Agent for the Time being of the said Duke of Bedford, or other the Person or Persons for the Time being entitled as aforesaid, shall approve of, such Bridges to be of the following Widths; (that is to say,) one of such Carriage-road Bridges (to be selected by such Steward or Agent) of the Width between the Parapets of Fifty Feet in the Clear, and the other Two of such Carriage-road Bridges of the Width between the Parapets of Forty-five Feet in the Clear, and the said Footway Bridge of the Width between the Rails to be put on each Side thereof as herein-after mentioned of Six Feet in the Clear, and put Brick or Stone Parapet Walls on each Side of each of the Three Carriage-road Bridges Seven Feet in Height above the Level of the upper Surface of

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of the Carriage Road over such Carriage-road Bridges, and put a Kirb and Iron Rails of such Kind, Size, and Height as shall be approved of by such Steward or Agent as aforesaid along the entire Front of and Two Feet from such Parapets, and pave the Spaces between the said Parapets and Kirb with good Three-inch *Tork* Paving, in such Manner as such Steward or Agent shall approve of, and put Iron Rails or an ornamental Wall of such Kind, Size, and Height as such Steward or Agent as aforesaid shall approve of on each Side of such Footway Bridge, and (if required so to do by such Steward or Agent) put a Kirb and Iron Rails of such Kind, Size, and Height as such Steward or Agent shall approve of on One Side of each of such Two of the said Carriage-road Bridges as such Steward or Agent shall select, in lieu and stead of the Parapet to be put on such One Side of each of the said Two Carriage-road Bridges; and that the said Three Carriage-road Bridges, and the said Footway Bridge shall be of such Height only as that the Rise in the Ground from the present Level of the Surface of the Carriage-road Pavement in *Upper Seymour Street* aforesaid, opposite the Street on the East Side of *Upper Seymour Street* aforesaid called *Gee Street*, to the Surface of the highest Part of the Carriage-road Pavement on the said Three Carriage-road Bridges, and to the Surface of the highest Part of the Path or Footway on the said Footway Bridge, shall not be more than One Foot in Forty Feet.

Company to
make Open-
ing from the
Duke of Bed-
ford's Estate
into Seymour
Street.

XXXVIII. And be it further enacted, That the said Company shall at their Expence, within Twelve Calendar Months next after the passing of this Act, purchase the Fee Simple and Inheritance of and take down, as many of the Houses, with their Yards and Appurtenances, the Property of the said *John Somers Earl Somers*, situate on the West Side of *Upper Seymour Street* aforesaid, and in such Part thereof opposite or nearly opposite to *Gee Street*, as the respective Stewards or Agents for the Time being of the said Duke of *Bedford*, or other the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of *Bedford*, and adjoining the East and West Sides of the said Piece or Parcel of Ground Part of the Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and of the said *Earl Somers*, shall fix upon, as it will be necessary to take down for the Purpose of making a clear Opening of Seventy Feet in Width, and form such Opening into a public Street from the Eastern Boundary there of the Land belonging to the said Duke of *Bedford* (and on which Land a Street to be called *Wriothesley Street* is intended to be made in continuation Westwardly of such Opening) to and so as to communicate with and lead into *Upper Seymour Street* aforesaid, and make good the Flank Walls (which will be laid bare) of the Houses and Yards which will adjoin the North and South Sides of such Opening, and inclose with a Kirb and Iron Rails, of such Kind, Size, and Height as shall be approved of by such Steward or Agent, and pave with good Three-inch *Tork* Paving, Areas Two Feet wide along the entire Sides of and adjoining such Flank Walls, and along the entire Front (except the entrance Gateway or Gateways) next the said intended Street to be called *Wriothesley Street*, of and adjoining the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to in such Manner as such Steward or Agent shall approve of, and shall also

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(unless the same shall be dispensed with by some Writing or Writings to be signed by the said Duke of *Bedford*, or other the Person or Persons for the Time being entitled to the Land now belonging to the said Duke of *Bedford*, on the opposite or North Side of *Wriothesley Street* aforesaid, or such Steward or Agent as aforesaid,) put a Kirb and Iron Rails of such Kind, Size, and Height as shall be approved of by such Steward or Agent, or an ornamental Wall of such Height and according to such Design as shall be approved of by such Steward or Agent, along the whole of the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, except the Part thereof to be occupied by the said Entrance Gateway or Gateways; and form and pave with good Three-inch *Tork* Paving and a Moor Stone or Granite Kirb Footway Twelve Feet in Width on each Side of the said Opening by the Sides of the aforesaid Areas to be made adjoining to the said Flank Walls, and along the entire Lengths of such Areas, and form and pave with Carriageway Granite Paving the Space between such Two Footways, and form and pave with Three-inch *Tork* Paving and a Moor Stone or Granite Kirb a Footway Twelve Feet in Width along the whole of the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, except the Part to be occupied by the said Entrance Gateway or Gateways, and pave as a Crossing with Carriageway Granite Paving the said Entrance Gateway or Gateways, and form and pave with Carriageway Granite Paving a Moiety (such Moiety to be Twenty-one Feet in Width next to the said last-mentioned Footway) of the Carriageway in the Front of the whole of the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and make a Sewer from the Sewer in *Upper Seymour Street* aforesaid through the whole of the said Opening to the West Side thereof, adjoining the Land there of the said Duke of *Bedford*, and a Moiety (that is to say, Ninety-five Feet in Length) of a Sewer in front of the said last-mentioned Piece or Parcel of Ground, such Sewers so to be made by the said Company to extend from the Sewer in *Upper Seymour Street* Westwardly to a Point opposite to the Centre of the North Side of the said last-mentioned Piece or Parcel of Ground, and to be of such Size and Kind and on such Levels as the Commissioners of Sewers shall direct; and erect a Wall on the whole of the East and West Sides of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, not less in Height than Five Feet nor more in Height than Seven Feet above the present Level of the Land or Ground (adjoining such last-mentioned Walls) on the East and West Sides respectively of the said intended Railway, or the Level to which such Land or Ground shall be raised, except in such Part of the said last-mentioned Piece or Parcel of Ground as lies or will lie or be between Ground intended to form the Garden of a Crescent intended to be made on Part of the said Duke of *Bedford's* Land there; and erect a Wall on each Side of the said Part of the said last-mentioned Piece or Parcel of Ground as high only as the Level of such Garden when formed, and put a Kirb and Iron Rails of such Kind, Size, and Height as such Steward or Agent as aforesaid shall

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approve of on such last-mentioned Walls; and that the said Company shall, within Three Months after the making of the said Areas along the said Flank Walls and Yards of the Houses on each Side of the said intended Opening, at the Expence of the said Company, convey or cause to be conveyed the Fee Simple and Inheritance, free from Incumbrances, of such Areas, and of the Sites of the Kirbs and the Rails to be put up by the respective Sides thereof, unto the said Duke of Bedford, his Heirs and Assigns.

Owners of Flank Walls to be at liberty to open Windows in them. XXXIX. Provided always, and be it further enacted, That the Owners of such Flank Walls are to be at liberty at any Time and from Time to Time to make such Windows in such Flank Walls as they may think proper, so that such Windows or any Part thereof be not so made as to project or hang over any Part of such Areas.

Areas on the North Side of New Street to remain the Property of the Duke of Bedford. XL. Provided always, and be it further enacted, That the said Areas to be made along the North Side of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, and the Site of the Kirbs and Rails to be put up by the Side thereof, are to remain and continue the Property of the said Duke of Bedford, his Heirs and Assigns.

Company to keep Bridges, &c. in repair. XLI. And be it further enacted, That the said Company shall keep and preserve in good and substantial Repair, and paint when necessary, (painting the Wood and Iron Work twice in good and proper Oil Colour, and of such Colour as the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of Bedford, and adjoining the East and West Sides of the said Piece or Parcel of Ground Part of the said Land or Ground numbered 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, or his or their Steward or Agent for the Time being, shall approve of,) once at least in every Three Years for ever, and from Time to Time when necessary replace with new Materials all the aforesaid Bridges, Kirbs, Walls, and Rails, (except those to be conveyed to the said Duke of Bedford, his Heirs and Assigns as aforesaid,) so as to keep up the same or others of the like Kind in good and substantial Repair for ever.

No Buildings to be erected on Land purchased of the Duke of Bedford without Consent. XLII. And be it further enacted, That no Chimney, Flue, or Fire-place of any Kind, or any Erection or Building whatsoever, shall at any Time or Times be erected or built, or suffered to be or remain in, on, or over any Part of the said Two Pieces or Parcels of Ground Parts of the said Land or Ground numbered respectively 116, and 114, 115, and 116 in the said Maps or Plans and Books of Reference herein-before mentioned or referred to, (except such as shall be previously consented to by some Writing or Writings to be signed by the said Duke of Bedford, or the Person or Persons for the Time being entitled to the Lands now belonging to the said Duke of Bedford on the North Side of *Wriothley Street* aforesaid, or his or their Steward or Agent for the Time being,) other than Sheds not exceeding Twelve Feet in Height above the Level of the said Carriageway to be made in front of the said Piece or Parcel of Ground numbered 116 on the same Maps or Plans and Books of Reference, and with such Roofs only as shall be approved of by such Steward

Steward or Agent as aforesaid; and that (unless such using or Occupation thereof shall be consented to by some Writing or Writings to be so signed as aforesaid) such Sheds, or any other Erection or Erections or Building or Buildings, which shall at any Time or Times hereafter be erected or built in, on, or over any Part or Parts of the said last-mentioned Pieces or Parcels of Ground, or any Part or Parts of such Sheds, Erection or Erections, or Building or Buildings, shall not at any Time or Times hereafter be converted into or used or occupied as or for a Residence or Residences, or Dwelling or Dwellings, or a Shop or Shops of any Kind, or a Place or Places for the Sale or Purchase of any Goods, Wine, Spirits, Beer, Ale, or other Articles or Things whatsoever; and that no Goods, Iron, Timber, Lumber, or other Article or Thing whatsoever shall at any Time or Times be placed, deposited, or suffered to be or remain upon or over any Part of the Roof or Roofs of any such Shed or Sheds, or of any other Erection or Erections, or Building or Buildings, which shall at any Time or Times hereafter be erected or built on such last-mentioned Pieces or Parcels of Ground, or any Part or Parts thereof, or upon or over any Part of any of the Walls or Parapets to be erected by the said Company as aforesaid, or upon or over any Part of the Areas and Rails respectively to be made or put up along or by the Side of such Parapets.

XLIII. And be it further enacted, That nothing in this Act contained shall prejudice, annul, or render void, or be deemed or construed to prejudice, annul, or render void, the Agreement entered into between the said Duke of Bedford and the said Company, bearing Date the Tenth Day of April One thousand eight hundred and thirty-five, relative to the Purchase by the said Company from the said Duke of Bedford of the said Three Pieces or Parcels of Land, Parts of the said Land or Ground numbered 114, 115, 116, 117, and 121 in the said Plan and Book of Reference herein-before mentioned, nor a certain Agreement entered into between the Right Honourable *Charles Lord Southampton* and his Trustees and the said Company, bearing Date the Eighteenth Day of May One thousand eight hundred and thirty-five, relative to the Purchase by the said Company of certain Pieces of Land in the said Parish of *Saint Pancras*, or any of the Terms, Conditions, Stipulations, Provisoes, or Agreements therein respectively contained.

XLIV. And whereas by the said recited Act it is recited, that it was intended that the said Company shall purchase from the Right Honourable *Charles Lord Southampton* Baron *Southampton*, for the Purposes of the said Act, several Pieces of Land near the *Hampstead Road* in the said Act particularly described; and that with a view to the improving the Lands of the said *Charles Lord Southampton*, adjoining or near the Lands so intended to be taken by the said Company for the Purposes of the said recited Act, certain Roads or Streets had been laid down or marked out, which Roads or Streets as marked out traversed the Land so intended to be taken by the said Company; and it was intended that such Roads or Streets should be continued and made through the Lands so intended to be taken; it was therefore enacted, that the said Company should, within Two Years after they should be in Possession of the said Pieces of Land, at their own Expence lay down and make, and from Time to Time thereafter keep in repair, a Road or Street Fifty Feet in Width, traversing the

Not to prejudice Agreements between the Duke of Bedford and Lord Southampton and the Company.

So much of recited Act as requires Company to make Two Roads therein mentioned repeated.

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the said Pieces of Land in a Direction from the Top of *Park Street* across and over a certain Bridge built over the Regent's Canal, being the First Bridge reckoned West from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road* leading to the *Hampstead Road*, commencing at the Foot of the said Bridge, and terminating at the said Road called the *Hampstead Road*; and also another Road or Street, of the like Width of Fifty Feet, traversing the said Pieces of Land in a Direction from the Top of the said Street called *Park Street* across and over another Bridge built over the Regent's Canal, and being the Second Bridge reckoned Westward from the *Hampstead Road*, exclusive of the Bridge built over the said Canal in the *Hampstead Road* to the said Road leading to *Hampstead* called the *Hampstead Road*, commencing at the Foot of the said Second Bridge, and terminating at the *Hampstead Road*: And whereas the said Company have purchased of the said *Charles Lord Southampton* the several Pieces of Land in the said recited Act described, and it is intended to form thereon a Station or Depot for the Use of the said Railway: And whereas the said Company have agreed with the said *Charles Lord Southampton* to make other Roads herein-after described in lieu of the said Two Roads by the said recited Act directed to be made; be it therefore enacted, That so much of the said recited Act as requires the said Company to make the Two Roads above mentioned shall be and the same is hereby repealed.

Company to erect Bridge at Chalk Farm Lane.

XLV. And be it further enacted, That the said Company shall, within Twelve Calendar Months after the passing of this Act, at their own Expence, erect and completely finish with good and sound Materials, and for ever thereafter keep in repair, a substantial Brick Bridge over the said Railway at a Place which has been agreed on between the said *Charles Lord Southampton* and the said Company, Southward of *Chalk Farm Lane*, such Bridge to be of the Width of Thirty Feet between the Parapet Walls, which are to be Four Feet high on each Side, and coped with Stone.

Company to make a Road to such Bridge from the *Hampstead Road*.

XLVI. And be it further enacted, That the said Company shall, within Twelve Calendar Months as last aforesaid, at their own Costs and Charges, make, and thereafter keep in repair, a good and substantial Carriage Road from the *Hampstead Road* to and over the said last-mentioned Bridge, with a convenient Footway on the North Side of such Road, such Foot and Carriage Way together being of the Width of Thirty-five Feet; and the Ascent of such Road to and over the said Bridge shall not be more than One Foot in Thirty Feet, or as near thereto as Circumstances will permit, and such Road when completed shall for ever remain a public Road.

Company also to make a Road from such Bridge to the Bridge over the Regent's Canal.

XLVII. And be it further enacted, That the said Company shall also, at their like Costs and Charges, within the said Space of Twelve Calendar Months, form and thereafter keep in repair a good and sufficient Carriage Road to be continued from such last-mentioned Bridge to the Second Bridge over the Regent's Canal Westward of the Lock at *Camden Town*, at a like Ascent to the said new Bridge of not more than One Foot in Thirty Feet, with a convenient Footway on the West Side of the said Road, such Foot and Carriage Way together being of the Width of Fifty Feet.

XLVIII. And

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XLVIII. And be it further enacted, That the said Company shall, at their like Costs and Charges, within the like Space of Twelve Calendar Months, form and make and thereafter keep in repair a good and sufficient Carriage Road from the said intended new Bridge to the *Chalk Farm Tavern*, at a like Descent of One Foot in Thirty Feet, or as near thereto as Circumstances will permit, with a convenient Footway on the South Side of such Road, such Foot and Carriage Way together being of the Width of Twenty-four Feet.

Company to make Road to Chalk Farm Tavern.

XLIX. And be it further enacted, That the said Company shall, at their like Costs and Charges, on or before the Twenty-ninth Day of September next, erect, build, and completely finish a first-rate Sewer, running from and communicating with the Sewer already built on the Ground of the said Company, and extending to the Western Side of the Road so to be made as aforesaid between the Bridge over the Regent's Canal and the Bridge to be built by *Chalk Farm Lane*, at a Point where the natural Surface of the Ground is the lowest, for the free Passage and running of Water and Soil from and off other Lands and Premises of the said *Charles Lord Southampton*, his Heirs or Assigns, and his and their Lessees and Tenants in the said Parish of *Saint Pancras*, into and through such Sewer.

Company to continue the present Sewer to Lord Southampton's Land.

L. And be it further enacted, That the said Company shall not fix, erect, or build, or otherwise work or use, or permit or suffer any other Person or Persons to fix, erect, or build, or otherwise suffer to be worked or used, any Steam or other Engine, Forge or Manufactory, on any Part of the Land or Ground purchased of and conveyed to them by the said *Charles Lord Southampton* by the Deed Poll dated the Third Day of January One thousand eight hundred and thirty-five, which may be or cause any Nuisance, Annoyance, Damage, or Disturbance to the said *Charles Lord Southampton*, his Heirs or Assigns, or any of his or their Lessees or Tenants in the said Parish of *Saint Pancras*, without first obtaining the Consent in Writing of the said *Charles Lord Southampton*, his Heirs or Assigns.

Company not to erect Steam Engine on certain Land purchased of Lord Southampton.

LI. And be it further enacted, That the said Company shall, at their like Costs and Charges, within Two Years from the passing of this Act, erect and build and for ever thereafter keep in repair a Fourteen-inch Brick Wall, or a Dwarf Wall with Iron Palisade Fence, on the East Side of the intended Railway, extending from the Northern to the Southern Boundary of the inclosed Oval on the North Side of *Park Street, Camden Town*, of the Height of Six Feet.

Company to build Wall on East Side of Railway through Lord Southampton's Estate.

LII. And be it further enacted, That the said Company shall, at their like Costs and Charges, at all Times keep in good and substantial Repair the whole of the Road of the Width of Sixty Feet, running from the Top of *Park Street* through the said Oval to the first Bridge over the Regent's Canal, reckoning Westward from the *Hampstead Road*.

Company to keep Road across the Oval in repair.

LIII. And be it further enacted, That the said Company, in forming their Tunnel or covered Line under *Park Street*, shall commence such Tunnel or covered Line on the North Side of such Street at a Point not nearer to the Fronts of the Houses on the North Side of *Park Street* than

Tunnel under *Park Street*.

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One hundred and eighty-four Feet, and terminate such Tunnel or covered Line at a Point not nearer to the Fronts of the Houses on the South Side of *Park Street* than Two hundred and twenty Feet, each End of such Tunnel or covered Line to be defended by a Brick Wall coped with Stone at the Height of Six Feet at the least; and that the said Company at their own Expence, immediately after the finishing of such Tunnel or covered Line, shall form and make a good and substantial Road at the Top of such Tunnel or covered Line with good Gravel, Flint, or broken Granite.

Company to erect Wall on the North Side of *Park Street*.

LIV. And be it further enacted, That the said Company shall, at their like Costs and Charges, within the said Period of Two Years from the passing of this Act, erect and make and for ever thereafter keep in repair a Dwarf Wall with an Iron Palisade Fence thereon, or Iron Railing, of the Height of Seven Feet, from the End of the said intended Tunnel or covered Line on the South Side of *Park Street*, extending Southward to *Crescent Place*, and also a Wall of the Height of Six Feet, commencing at the said South End of the said Tunnel or covered Line, and continuing Southward to an Angle One hundred and ninety-six Feet, and thence turning Westward, and running to the Crown Land Seventy-six Feet.

Bridge at Crescent Place.

LV. And be it further enacted, That the said Company shall, at their like Costs, within the Period last aforesaid, make and for ever thereafter keep in repair a Brick Bridge of Thirty Feet wide over the Line of the intended Railway in *Crescent Place*, with proper Slopes, with a Brick Wall coped with Stone at each End thereof, at the Height of Six Feet; and also at their like Costs, within the Time last aforesaid, erect and for ever thereafter keep in repair a substantial Brick Wall of the Height of Six Feet, connecting each Side of the said Bridge with the Crown Land; and also, at their like Costs and Charges, within the Time last aforesaid, make and for ever thereafter keep in repair a covered Line or Tunnel, with proper Slopes to and over the same, from the South-west Corner of *Stanhope Place*, continuing over the Railway across *Stanhope Street* in a North-westerly Direction Two hundred and forty Feet, leaving the Line of *Stanhope Street* uninterrupted, with an easy Access to *Stanhope Place*, each Side of such Bridge to be defended with a Brick Wall coped with Stone of the Height of Six Feet at the least; and also, at their like Costs and Charges, within the Time last aforesaid, make and for ever thereafter keep in repair a good and substantial Brick Bridge over the Railway in *Granby Street*, so as to leave such Street of its present Width and uninterrupted, and each Side of such Bridge to be defended with a Brick Wall coped with Stone of the Height of Six Feet; and in case the Company do not rebuild on the Sites of the Houses they may have to take down on the North and South Sides of *Granby Street* and in *Mornington Place*, they shall continue and preserve the present Line of Street and Road by an Iron Railing of the Height of Six Feet, and preserve the present Carriage Road and Foot Pavements.

No Buildings to be erected on Land purchased of the Duke of Bedford or Lord Southampton.

LVI. And be it further enacted, That no Erection or Building whatever shall at any Time be erected or built, or be suffered to be or remain, in, on, or over any Part of the said Land or Ground so intended to be purchased of the said Duke of Bedford and Lord Southampton respectively, lying between the North Side of the said intended new Street to be called

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Wriothesly Street and the South Side of the Regent's Canal, (other than the necessary Tunnels, Bridges, and Fence Walls herein-before provided for,) and that such last-mentioned Ground shall not at any Time hereafter be used, occupied, or enjoyed for any other Purpose than that of a Railway.

LVII. And be it further enacted, That the said Company shall make and complete the said intended Railway through and over the last-mentioned Ground, with all the Tunnels, Bridges, Parapets, Walls, Rails, and other Works herein-before required, within Two Years next after the passing of this Act; and also that the said Bridges, Parapets, Walls, and Rails shall not, nor shall any Part thereof respectively, be in any Manner altered, lowered, or raised at any Time after the same respectively shall be erected and put up.

Company to complete Works within a limited Period.

LVIII. And be it further enacted, That nothing herein contained shall extend to authorize the said Company to compel the Sale of any Part of the Land, Houses, or Buildings now belonging to the said Duke of Bedford and Lord Southampton respectively, other than those which the said Company have already agreed to purchase of the said Duke of Bedford and Lord Southampton respectively as aforesaid; and none of the Powers and Authorities given to or vested in the said Company by the said recited Act or by this Act shall be put in force, exercised, or acted upon, or be capable of being put in force, exercised, or acted upon, in respect of any Land, Ground, House, or Building now belonging to the said Duke of Bedford and Lord Southampton respectively, except those agreed to be purchased as aforesaid.

Company not authorized to purchase other Land belonging to the Duke of Bedford and Lord Southampton.

LIX. And be it further enacted, That no Steam Engine (locomotive Engine excepted), Foundry, Forge, Manufactory, or Brewery of any Kind, shall at any Time or Times hereafter be erected or used, or be continued or suffered to be, in, on, or under or over any Land or Ground on the South Side of the Regent's Canal belonging or which shall belong to or be held by, or in Trust for the said Company, or any of the Agents, Servants, or Officers of the said Company, or any Person in the Employ of the said Company, or in any Way connected with the said intended Railway, or held, used, or occupied for any Purpose in any Manner connected with the said intended Railway.

No Steam Engine, &c. to be erected South of the Regent's Canal.

LX. And be it further enacted, That all and every the Clauses and Provisions contained in the said recited Act expressly and exclusively applicable to the Lands and Hereditaments in the said Parish of *Woolverton*, belonging to the Trustees of the Will of the said *John Radcliffe*, shall be and the same are hereby repealed.

Repeal of Provisions in former Act relating to the *Woolverton Estate*.

LXI. And whereas the new Cut or Channel of the River *Ouse* herein-before directed to be made severs or divides about Three Acres of Land in the said Parish of *Woolverton*, belonging to the Trustees of the Will of the said *John Radcliffe*, from the Bulk of their Lands in the same Parish; be it therefore further enacted, That it shall be lawful for the said Company to purchase of the said Trustees all such of the Land in the said Parish of *Woolverton* which lies and is situate on the North Side of the Line of the said intended new Cut or Channel of the said River; and it shall

Land in *Woolverton* on North Side of new Channel may be purchased by Company.

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shall be lawful for the Trustees for the Time being of the Will of the said *John Radcliffe* to sell and convey the same Land, and the Fee Simple and Inheritance thereof, unto the said Company, in the Manner and according to the Provisions contained in the said recited Act with respect to the Sale and Conveyance of Lands by Trustees thereby capacitated to convey Lands for the Purposes of the said Railway: Provided always, that no Messuages, Dwelling Houses, or Cottages shall be erected or built on any Part of the said Land in the said Parish of *Woolverton* so to be purchased by the said Company.

No Houses to be built thereon.

LXII. And whereas the said new Cut or Channel of the said River also severs or divides about Eight Acres of Land in the said Parish of *Haversham*, belonging to the said *James Greaves*, *Thomas Greaves*, and *Edmund Greaves* respectively, or some or one of them, from the Bulk of their Lands in the said Parish of *Haversham*; be it therefore further enacted, That it shall be lawful for the said Company to purchase all such of the Land in the said Parish of *Haversham* which lies and is situate on the South Side of the Line of the said intended new Channel of the said River: Provided always, that no Messuages, Dwelling Houses, or Cottages shall be erected or built on any Part of the said Land in the said Parish of *Haversham* so to be purchased by the said Company.

Company may sell again Lands in Woolverton and Haversham.

Viaduct to be built in Haversham.

LXIII. And be it further enacted, That it shall be lawful for the said Company, and they are hereby authorized and required, within Two Years after the Completion of the said Railway and Works, to sell and dispose of the aforesaid Lands in the said Parishes of *Woolverton* and *Haversham* so required to be purchased by them as aforesaid.

LXIV. And be it further enacted, That it shall be lawful for the said Company and they are hereby required, in carrying the said Railway across the said Valley of *Woolverton*, to erect and build at their own Expence in and upon a Grass Field or Fields in the said Parish of *Haversham* now or late belonging to the said *James Greaves*, *Thomas Greaves*, and *Edmund Greaves*, or some or one of them, and in the Situation delineated in the said Map or Plan so deposited in the Office of the Clerk of the Peace for the said County of *Buckingham* as aforesaid, a good, firm, and substantial Bridge or Viaduct consisting of Six Arches, each Arch being of the Width or Span of Sixty Feet, to be built of Brick, and the external Brickwork of the whole of the said Viaduct exposed to View to be built or made of Bricks of the best Quality, and wholly of One of the Three following Colours, *videlicet*, White, Cream Colour, or Light Yellow; and when the said Viaduct shall be built it shall for ever afterwards be repaired externally with Bricks of the same Colour and Quality as those used in the Building of it, and shall not be whitewashed; and such Viaduct, with the Walls, Pavement, and other Works thereto belonging, shall be constructed according to the Drawings, Plans, and Specifications lately made by the Engineers of the said Company, and approved by *Bryan Donkin* as Engineer on behalf of the Trustees of the Will of the said *John Radcliffe*, but the Engineer of the said Company shall be at liberty to vary the Mode of Construction of the said Viaduct and Works, if he shall think it necessary, provided such Variations do not interfere with the general Plan of the said Viaduct and Works, and are previously submitted to the Engineer of the Trustees of the Will of the said *John Radcliffe*.

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Radcliffe for the Time being for his Approbation; and in case of any Difference of Opinion between him and the Engineer of the Company, the same shall be submitted to a Third Engineer, to be nominated by them, whose Decision shall be final.

LXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to make with Gravel and other suitable Materials a good and firm Carriage Road, Twenty Feet wide at the least, from the Eastern Extremity of the Pavement of the Arch next the Southern End of the said Viaduct, to join the *Haversham* Road opposite to such last-mentioned Arch.

Carriage Road to be made from Viaduct to Haversham Road.

LXVI. And for the Purpose of letting off the Side Waters of the said Valley at *Woolverton*, be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to erect or cause to be erected One Culvert of Six Feet Diameter, or Two Culverts of Three Feet Diameter each, over or across the Stream or Runner of Water at the Foot of the South Side of the said Valley in the said Parish of *Woolverton*; and also One other Culvert of Six Feet Diameter, or Two other Culverts of Three Feet Diameter each, over or across the Stream or Runner of Water at the Foot of the North Side of the said Valley in the Parish of *Haversham*.

Culverts to be erected on Woolverton Estate.

LXVII. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to erect or cause to be erected upon the Lands in the said Parish of *Woolverton*, belonging to the Trustees of the Will of the said *John Radcliffe*, Two Bridges across the said Railway in the Situations herein-after described; (that is to say,) one of the said Bridges shall be built where the said Railway crosses the Occupation Road leading from the Farm Homestead belonging to the said Trustees, now in the Occupation of *Richard Ratcliffe*, near the Grand Junction Canal, the Embankment and Road on the East Side of which Bridge shall be made on a gradual Descent from the Crown of such Bridge to the Crown of the Bridge over the said Canal, and the Embankment and Road on the West Side of such new Bridge shall be made on an Ascent of One Foot in Twenty Feet, and not more, and such Embankments and Roads on both Sides of such new Bridge shall be made and completed to the Satisfaction of the said Trustees; and the other of the said Bridges shall be built in the Second Field in the said Parish of *Woolverton* from *Bradwell*, called *Three Bush Field*; and the Roads over both of the said Two Bridges shall be formed and shall at all Times be and be continued of such Width as to leave a clear and open Space of not less than Fifteen Feet between the Fences or Side Walls of such Road, and a good and sufficient Fence or Wall shall be made on each Side of the said Two Bridges, which Fence or Wall shall not be less than Four Feet above the Surface of such Two Bridges.

Two Bridges to be built on Woolverton Estate.

LXVIII. And be it further enacted, That the said Company shall at all Times for ever after the aforesaid Viaduct, with the Walls, Pavement, and other Works thereto belonging, and the said Culverts and Bridges, shall have been erected according to the Provisions herein-before contained, keep all the said Works in good, perfect, and complete Repair; and it shall be lawful for the Trustees for the Time being of the Will of the said

Viaduct, Culverts, and Bridges to be kept in repair.

[Local.]

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said

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said *John Radcliffe*, or any Three or more of them, to give to the said Company Notice or Warning in Writing, specifying any Defects, Wants of Reparation and Amendment, to all or any of the aforesaid Works, and requiring the said Company to repair and amend the same within Three Months next after such Notice or Warning shall have been given, within which Time the said Company shall and they are hereby required to repair and amend the same accordingly; and in case the same be not repaired, amended, and done within such Space of Three Months, then it shall be lawful to and for the Trustees for the Time being of the Will of the said *John Radcliffe* to cause the same to be repaired, amended, and done, and for that Purpose the said Trustees, and their Agents, Servants, and Workmen, shall have full Liberty of Ingress, Egress, and Regress from Time to Time into, over, and upon the aforesaid Works, and every or any Part thereof; and the said Company shall and they are hereby required to pay to the said Trustees the Charge and Expence of repairing, amending, and doing the same, within the Space of One Month next after such Repairs shall be made, and on Nonpayment thereof the same shall be recoverable in manner by the said recited Act directed for the levying of any Penalties or Forfeitures.

Diversions of
Roads in the
Parish of
Woolverton.

LXIX. And whereas, under and by virtue of the Powers contained in the said recited Act, it is intended to divert or alter a certain Part of the Turnpike Road between *Stoney Stratford* and *Newport Pagnell*, and also a certain Part of the public Highway leading from such Turnpike Road to *Haversham* aforesaid, (which Diversions of Road so intended to be made are all in the said Parish of *Woolverton*, and the Land on each Side of the said Road and Highway intended to be diverted belongs to the Trustees of the Will of the said *John Radcliffe*;) for the Purpose of more conveniently carrying the said Roads over or under or by the Side of the said Railway, and the Land required for making the said Diversions of Roads is intended to be taken out of the Lands in the said Parish of *Woolverton* belonging to the said Trustees; be it therefore further enacted, That so much and such Part of such Turnpike Road and public Highway (not forming any Part of the Line of the said Railway) as shall be abandoned shall be and for ever afterwards continue annexed to the Lands in the said Parish of *Woolverton* belonging to the Trustees of the Will of the said *John Radcliffe*, without any Payment or Allowance being made by the said Trustees in respect thereof, the Expences of converting such Portions of the abandoned Roads into Grass Land (which Expences shall be defrayed by the said Trustees) being considered as an Equivalent for the Value of such abandoned Roads.

Fences to be
made on
Woolverton
Estate.

LXX. And be it further enacted, That the said Company are hereby authorized and required, at their own Expence, to plant new Quickset Hedges and to keep them properly cleaned, and also to be guarded and protected with good and substantial Post and Rail Fences until they are a sufficient Fence on both Sides of the Line of the said Railway, through the Lands in the said Parish of *Woolverton* belonging to the Trustees of the Will of the said *John Radcliffe*, and on both Sides of the diverted Roads in the said Parish of *Woolverton* intended to be made as aforesaid, or against such Parts of the said Line of Railway and diverted Roads as the said Trustees, or their Solicitor or Agent, shall by Writing under their Hands or Hand require to be fenced, and all such Quickset Hedges shall

be

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be planted and guarded as aforesaid within Three Years from the passing of this Act; and in the meantime, and until such Quickset Hedges can be planted, the said Company shall and they are hereby required to protect the said Lands in the said Parish of *Woolverton* by a temporary Fence of Posts and Rails.

LXXI. And be it further enacted, That the Trustees for the Time being of the Will of the said *John Radcliffe* shall have full Power and Liberty, at their own Costs and Charges, to plant the Sides of the Embankment of the said Railway through the said Parish of *Woolverton* with Shrubs for the Purpose of Ornament, but so as not to interfere with or prejudice the said Railway and Works: Provided always, that such Planting shall be done under the Direction of the principal Engineer of the said Railway for the Time being, in order to prevent any Injury being done by such Planting to the said Embankment or the said Railway.

Sides of Em-
bankment
may be
planted.

LXXII. And be it further enacted, That the Trustees for the Time being of the Will of the said *John Radcliffe* shall occupy the Sides of the said Embankment of the said Railway through the said Parish of *Woolverton* as Tenants to the said Company, but shall not be liable to keep the same Embankment in repair; and in case such Planting or any Part thereof shall be done, then all the Shrubs so planted shall belong to the said Trustees, and the said Trustees shall in such Case occupy the Sides of the said Embankment for the Purposes of protecting and preserving such Plantations at their own Costs and Charges, and the said Trustees shall only pay to the said Company a nominal Rent for such Occupancy: Provided always, that no Cattle, Sheep, or Live Stock of any Description shall be suffered to graze or come upon any Part of such Embankment; and that the said Trustees, or their Tenants or Agents, shall not by reason of such Occupancy do any Injury or Damage to the said Railway.

Occupation
of Sides of
Embank-
ment through
Woolverton
Estate.

LXXIII. And be it further enacted, That no Spoil Earth, Materials, or Buildings arising from or relating to the said Railway or any Works connected therewith, shall be permanently left on any Part of the Lands in the said Parish of *Woolverton* belonging to the Trustees of the Will of the said *John Radcliffe*, or on any Part of the Land in the said Parish of *Haversham* which shall lie or be situate on the South Side of the Line of the new Cut or Channel of the said River *Onse* herein-before directed to be made; and that all such Earth, Materials, and Buildings as may be deposited, laid, prepared, or built on any Part of the said Lands in the said Parish of *Woolverton*, or on any Part of the Land in the said Parish of *Haversham*, which shall be or be situate on the South Side of the Line of the said new Cut or Channel of the said River, during the Progress of the Works connected with the said Railway, shall be cleared away by the said Company within Six Months next after the Completion of the said Railway.

No Spoil
Earth to be
deposited on
Woolverton
Estate.

LXXIV. And be it further enacted, That no Earth or Soil of any Description whatsoever shall be dug for the Purposes of the said Railway, or for any Purposes connected therewith, on any Part of the Lands in the said Parish of *Woolverton*, (except on such Parts thereof as are included in the Line of the said Railway, and have been purchased by the said Company

No Earth
be taken
from Wool-
verton.

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Company of the Trustees of the Will of the said *John Radcliffe*,) without the previous Consent of the said Trustees.

Slopes of Railway to be Property of Mr. Thornton, under certain Restrictions. LXXV. And be it further enacted, That the Slopes of the Cuttings of the said Line of Railway, where the same is intended to pass through the Estate of the said *Thomas Reeve Thornton*, shall belong to and be the Property of the said *Thomas Reeve Thornton*; but the said Company shall be at liberty to enter, and at their own Costs and Charges repair and maintain the same, whenever from Ground Slips or otherwise the Slopes shall become injurious to the Railway, and the Owner of the Land shall refuse or neglect to place them in a proper State; and that the Embankments shall belong to the said Company; and that no Trees, Shrubs, or Plants, or any Erections or other Things, shall be planted, erected, or set upon the said Slopes of the Cuttings which may cause or occasion any Damage or Prejudice to the said Railway and Works.

Railway to be fenced off from Mr. Thornton's Land. LXXVI. And be it further enacted, That the said Company shall at their own Expence separate the Lands intended to be purchased of the said *Thomas Reeve Thornton* for the said Railway by a good substantial Fence to be erected and set up at the Foot of the Slopes, and thenceforward maintain and keep the same constantly separated from the Lands adjoining with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, and shall make and maintain all necessary Gates and Stiles in all such Fences as aforesaid (all such Gates being made to open towards such Lands, and not towards the said Railway).

Bridge over Railway to be built by Company. LXXVII. And be it further enacted, That the said Company shall at their own Expence erect and build and at all Times maintain and keep in repair a Bridge, with proper Approaches, for the Purpose of carrying a Road over the said Railway for the Use and Enjoyment of the Owners and Occupiers of the Estates of the said *Thomas Reeve Thornton*, as a private Road leading from the *Watling Street Road* to the Mansion House or Residence of the said *Thomas Reeve Thornton* at *Brockhall* aforesaid, at such Place as is laid down and specified in the Plan annexed to the Agreement, herein-after mentioned and referred to, entered into between the said *Thomas Reeve Thornton* and the said Company; and the Road over such Bridge shall be formed and at all Times continued of such Width as to leave a clear and open Space of not less than Eighteen Feet between the Fences or Side Walls of such Road, and a good and sufficient Wall or Fence shall be made on each Side of such Bridge not less than Four Feet Six Inches in Height from the Surface of the Road, and shall be faced with Yellow Brick, with a Stone Coping, and shall be executed according to the Design or Drawing annexed to the aforesaid Plan, and that the Approaches shall be made and maintained by the said Company to the Satisfaction of the said *Thomas Reeve Thornton*; and the said Company shall also at their own Expence construct and for ever maintain an Iron Bridge over the public Road leading from *Brockhall* to the *Watling Street Road*, Eighteen Feet wide in the Span and Sixteen Feet high, and also an Archway over the Bridle and awarded Waggon Road between the *Watling Street Road* and *Muscott Mill*, Fifteen Feet wide and Sixteen Feet high; and the said Bridge and Archway respectively shall be constructed with proper Drains for carrying off the Water, and

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and the Masonry of the said Bridge and Archway respectively shall be faced with Yellow Brick, and also executed according to the Design in the aforesaid Plan, and to the Satisfaction of the said *Thomas Reeve Thornton*.

LXXVIII. Provided also, and be it further enacted, That nothing in this Act or the said recited Act contained shall authorize or empower the said Company, their Agents or Workmen, to construct or make any House, Wharf, Warehouse, Toll House, Landing Place, Engine, or Building whatsoever, (except the said Railway, and also except such Bridges and Archway as herein-before mentioned, and also such other Bridges, Tunnels, Viaducts, Culverts, and Passages as are required by the said Act of the Third and Fourth Year of the Reign of King *William* the Fourth to be constructed upon, through, or over the Line of the said Railway,) or to dig or get any Stone, Gravel, Earth, or Clay, or to make or burn any Bricks or Lime, on any Part of the Estates and Lands belonging to the said *Thomas Reeve Thornton*, or to lay, place, or deposit upon any Part of the said Estates and Lands of the said *Thomas Reeve Thornton* any Spoil Banks, Earth, Stone, Bricks, Rubbish, Trees, Timber, Gravel, Sand, or any other Material or Things whatsoever; any thing in this Act or in the said recited Act contained to the contrary notwithstanding.

LXXIX. And be it further enacted, That nothing in this Act contained shall be deemed or construed to prejudice, annul, or render void an Agreement entered into between the said *Thomas Reeve Thornton* and the said Company, bearing Date the Twenty-ninth Day of *November* One thousand eight hundred and thirty-four, relative to the Purchase by the said Company of the said *Thomas Reeve Thornton* of the Lands required for the Purpose of the said Railway, nor the Terms and Conditions under which the same are thereby agreed to be sold by the said *Thomas Reeve Thornton* to the said Company.

LXXX. And whereas the said Company have agreed to purchase from the principal Officers of His Majesty's Ordnance for the Purposes of this Act a Piece or Strip of Ground, situated in the Parish of *Weedon Beck* in the County of *Northampton*, containing Three Acres and Thirty Perches or thereabouts, bounded on the East Side by the Grand Junction Canal, on the opposite or West Side by other Land the Property of the said principal Officers, on the North partly by a House, Outhouse, Garden, and Appurtenances called the *Bridge-house* or *Guard-house*, also the Property of the said principal Officers, and not intended to be disposed of to the said Company, and partly by the High Road leading from *Holyhead* to *London*, and at the South partly by the Basin of the Ordnance Canal, which is to be crossed by the said Railway, and partly by a Road leading to *Lower Weedon*; and it hath been agreed between the said principal Officers and the said Company that the said Railway shall be carried in a direct Line from the last-mentioned Road along the West Side of the said Piece or Strip of Ground abutting upon the said other Ordnance Ground, unto the said High Road from *Holyhead* to *London*, subject to the Conditions and Stipulations herein-after mentioned; be it further enacted, That the said Company shall at their own Expence, [Local.] 18 1st immc.

No House to be erected, &c. on Land taken from Mr. Thornton.

Not to prejudice Agreement between Mr. Thornton and Company.

Company to erect Fence and retaining Wall on Ordnance Land at Weedon.

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immediately after the passing of this Act, erect a good and sufficient Pale Fence along the West Side of the said Piece or Strip of Ground, so as effectually to fence off the same from the adjoining Ordnance Land; and further, that when it shall be necessary for the said Company to make Excavations for the Purpose of carrying and completing the said intended Railway along the said Line the said Company shall at their own Expence erect and make a sufficient retaining Wall of Brick-work or Ashler Stone Masonry along the said Line of Railway, abutting upon the said other Ordnance Land, so as to preserve the Surface of the same Land in its existing Form or Profile; and shall also at the like Expence erect and raise upon the said retaining Wall for the whole Length thereof a Brick Wall of not less than Eighteen Inches thick and Two Feet in Height above the Surface of the Ground, to be coped with cut Stone, and surmounted by a strong and ornamental Wrought or Cast Iron Palisade, Fence, or Iron Railing of the Height of not less than Four Feet and One Half above the said Stone Coping; and the said Company shall also at their own Expence erect and make a Brick Wall of the like Height, with the like cut Stone Coping and the like Iron Palisade or Iron Railing, along every other Side of the said Piece or Strip of Ground where the same abuts upon other Ordnance Land or Property, so as to form an effectual Boundary Fence thereto; all which said retaining Walls, Brick Walls, Palisade or Railing and Fences shall for ever thereafter be kept in good and sufficient Repair by the said Company at their own Charge.

Communication on
Ordnance
Land at
Weedon.

LXXXI. And be it further enacted, That in order to form a Line of Approach to and Communication with the said Bridge-house or Guard-house from the said other Ordnance Land, the said Company shall, at their own Costs and Charges, lengthen the contiguous Arch to be made under the said High Road from *Holyhead* to *London* so as to afford a sufficient Roadway of Eight Feet to pass over the said Railway, and shall also at the like Costs erect on each Side of the said Roadway and for ever thereafter keep in repair a substantial Brick Wall Two Feet in Height, and to be coped with Stone, and surmounted by a strong Iron Palisade Fence or Iron Railing, of the Description herein-before mentioned.

Drawbridge
over Ord-
nance Canal
at Weedon.

LXXXII. And be it further enacted, That the said Company shall, at their own Costs and Charges, construct a Drawbridge in that Portion of the said Railway which is to pass over the said Basin of the Ordnance Canal, for the Purpose of affording a free Passage for the Boats and other Craft of the Ordnance Department into and out of the said Canal; and shall and will at all Times thereafter, and at the like Costs and Charges, provide and maintain a proper Person to be always in attendance at the said Drawbridge, who shall without Delay open the same whenever he shall be so required by any Ordnance Officer, Boatman, or Servant, that the Boats and other Craft belonging to or hired by the Department may pass into and out of the said Canal.

Company to
clear out
Ordnance
Canal.

LXXXIII. And be it further enacted, That the said Company shall and will, at their own Costs and Charges, at all Times whensoever they shall be required so to do by the principal Officers of the Ordnance, or

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the Commanding Royal Engineer in the District for the Time being, clear out of the said Canal Basin (which is to continue the Property of the Crown) and remove the Deposit and Mud which may from Time to Time accumulate therein.

LXXXIV. And be it further enacted, That the said Company shall, at their own Costs and Charges, construct and fix and for ever thereafter keep in repair an Iron Gate in the said Railway where the same shall cross the Ordnance private Footpath which runs along the South Bank of the said Ordnance Canal, in order that the Way to *Weedon Church* by such private Road may always remain unobstructed; which said Iron Gate shall be of the Width of not less than Three Feet and One Half, and of equal Height with the Boundary Walls and Palisades or Railings thereon to be made as aforesaid.

To preserve
Footpath to
Weedon
Church.

LXXXV. And be it further enacted, That the said Company shall, at their own Costs and Charges, upon being required so to do by the Commanding Royal Engineer in the District, remove the Crane which is now upon the Wharf near the said Ordnance Basin, and fix the same Crane in such Part of the contiguous Ordnance Storehouse Yard as the said Royal Engineer shall specify and direct for that Purpose.

To remove
Crane on
Ordnance
Wharf.

LXXXVI. And be it further enacted, That the said Company shall, at their own Costs and Charges, when required so to do by the said Royal Engineer, and in a proper and husbandlike Manner, and without doing any avoidable Injury to the Roots, Branches, or Bark, dig up all the Trees and Shrubs now growing upon the said Piece or Strip of Land agreed to be purchased by the said Company, and remove and transplant the same Trees and Shrubs into and upon the said other Land belonging to the said principal Officers, so as to form a Belt inside the Fence thereof lying between the said High Road from *Holyhead* to *London* and the Range of Buildings in the said Ordnance Land called the *Pavilion Range*.

To transplant
certain Trees.

LXXXVII. And be it further enacted, That nothing in this Act contained shall authorize or empower the said Company, or their Agents or Workmen, or any other Person or Persons whomsoever, to erect, build, or construct on the said Piece or Strip of Ground agreed to be purchased of the said principal Officers as aforesaid, any House, Wharf, Toll House, Landing, Place, Engine, or other Buildings whatsoever, (except the said Railway Fence, retaining and other Walls, Palisade or Railing, Way of Communication, and Gate, and other Things herein-before required to be done by the said Company for the Ordnance Department,) without the previous Consent in Writing of the principal Officers of the Ordnance for the Time being for such Purposes, or any of them; nor shall the said Company, or any other Person or Persons whomsoever, without such Consent as last aforesaid, construct on such Piece or Strip of Ground so agreed to be purchased by them, or any Part thereof, any Coke Oven, Brick or Lime Kilns, nor carry on or permit or suffer to be carried on, in or upon the same Ground, any Manufactory or other Trade or Business (except the said Railway) which may be deemed a Nuisance by the principal Officers for the Time being, or any future Proprietors of the said other Ordnance Lands or Buildings in *Weedon* aforesaid.

Not to erect
Buildings on
Ordnance
Land without
Consent.

LXXXVIII. And

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Works to be under the Superintendence of Commanding Engineer of the District.

LXXXVIII. And be it further enacted, That all such Walls, Palisades, Railings, Ways of Communication, Repairs, and other Erections, Acts, and Things herein-before required to be made, constructed, or done by the said Company, and also the said Railway to be carried over the said Piece or Strip of Ground agreed to be purchased by them from the said principal Officers, shall from Time to Time be made, constructed, and done under the Superintendence and Control and to the Satisfaction of the Commanding Royal Engineer in the District as aforesaid.

Powers of Act not to extend to other Land belonging to the Ordnance.

LXXXIX. And be it further enacted, That nothing in this Act contained shall in any Manner apply to or affect any Lands or Property of or belonging to the said principal Officers of the Ordnance in the said Parish of *Wotton*, other than and except the said Piece or Strip of Ground so agreed to be purchased from the said principal Officers by the said Company, and that only in such a Manner, and under such Restrictions, Conditions, and Stipulations, as are herein-before expressed and enacted of and concerning the same.

Repeal of Provisions respecting Distance between inside Edges of Railway.

XC. And whereas by the said recited Act it is enacted, that the Distance between the inside Edges of the Rails of the said Railway shall not be less than Four Feet and Eight Inches, and the Distance between the outside Edges of the Rails of the said Railway shall not be more than Five Feet and One Inch: And whereas it is expedient that the said Provisions should be repealed; be it therefore enacted, That the said Provisions shall be and are hereby repealed.

Distance between inside Edges of Railway.

XCI. And be it further enacted, That the Distance between the inside Edges of the said Rails of the said Railway shall not be less than Four Feet Eight Inches.

Repeal of Provisions as to Bridges carrying Roads over Railway.

XCH. And whereas by the said recited Act it is enacted, that where any Bridge should be erected for carrying any Turnpike Road or public Carriage Road over the said Railway, the Road over such Bridge should be formed and should 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 Fifteen Feet; and the Ascent of every such Bridge for the Purpose of such Turnpike Road or public Carriage Road should not be more than One Foot in Thirty Feet, and with respect to any private Carriage Road, not more than One Foot in Thirteen Feet; and a good and sufficient Fence should be made on each Side of every such Bridge, which Fence should not be less than Four Feet above the Surface of such Bridge: And whereas it is expedient that such Provisions should be altered and amended; be it therefore enacted, That the said recited Provisions shall be and the same are hereby repealed.

Width of Bridges carrying Roads over Railway.

XCVI. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road, Highway, or Occupation Road 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 Parapet Walls or Fences of such Road of not less than Fifteen Feet; and the Ascent of every such Bridge for the Purpose of any such Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any such Highway not more than One Foot in

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in Twenty Feet, and for the Purpose of any such Occupation Road not more than One Foot in Thirteen Feet; and a good and sufficient Parapet Wall or Fence shall be made on each Side of every such Bridge, which Parapet Wall or Fence shall not be less than Four Feet above the Surface of such Bridge.

XCV. Provided always, and be it further enacted; That where it may be necessary to erect or construct any Bridge, Tunnel, or Viaduct for the Purpose of carrying any Part of the Railway from *London to Birmingham* over or under the Turnpike Road called the *London and Holyhead Road*, Plans and Specifications of every such Bridge, Tunnel, or Viaduct, and of the Approaches thereto respectively, shall be submitted to the Commissioners for the Time being acting under the Authority of an Act passed in the Third and Fourth Year of the Reign of His present Majesty, intituled *An Act for transferring to the Commissioners of His Majesty's Woods and Forests the several Powers now vested in the Holyhead Road Commissioners, and for discharging the last-mentioned Commissioners from the future Repairs and Maintenance of the Roads, Harbours, and Bridges now under their Care and Management*, for the Approval of the said Commissioners, previously to the Commencement of the Erection or Construction of any such Bridge, Tunnel, or Viaduct, or of the Approaches thereto respectively; and that the Width and Height of every such Bridge, Tunnel, or Viaduct, and the Mode of Construction thereof and of the Approaches thereto respectively, shall be settled and determined by the Engineer for the Time being of the said Company, and in the Event of their differing in Opinion with regard thereto, then by some Third Person to be appointed by them, whose Decision on the Matters referred to him shall be final and conclusive.

XCV. And be it further enacted, That in every Case in which the Owner of any Lands, or any Corporation or other Person by this or the said recited Act capacitated to convey, shall, in their Arrangements with the said Company, have received or agreed to receive Compensation for or on account of Occupation Bridges, or Bridges proposed to be erected 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 or Bridges to be erected at the Charge of such Owners.

XCVI. And whereas by the said recited Act it is enacted, that nothing in the said Act contained should extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down either upon their own Lands, or upon the Lands of other Persons with the Consent of such Persons, any Collateral Branches from their respective Lands to communicate with the said Railway for the Purpose of passing with Horses and Carriages in, upon, or across such Railway; and that the said Company should be bound to make, at the Expence of such Owners and Occupiers and other Persons

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Plan of Bridges, &c. previous to Commencement, to be submitted for Approval to Commissioners under 3 & 4 W. 4. c. 43.

Compensation in lieu of Occupation Bridges.

Provision in recited Act, as to certain Rights of Owners or Occupiers of Lands adjoining Railway, repealed.

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as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as might be most convenient for that Purpose, and as might the least interfere with the Passage of the said Railway; and that the said Company should not receive any Rate or Toll or Sum for the passing of any Goods or other Things along such Branch so to be made by any such Owner or Occupier or Person as aforesaid: And whereas it is expedient that the said Provision should be altered and amended; he it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway in convenient Places.

XCVII. And be it further enacted, That nothing in the said Act or this Act contained shall extend to prevent the respective Owners or Occupiers of Lands adjoining to the said Railway, or any other Persons, from laying down, either upon their own Lands, or upon the Lands of other Persons with the Consent of such Persons, any Collateral Branches from their respective Lands to communicate with the said Railway, for the Purpose of bringing Carriages upon or across such Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers and other Persons as aforesaid, Openings in the Ledges or Flanches of the said Railway for effecting such Communication in such Places as may be most convenient for that Purpose, and as may the least interfere with the Passage of 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 to be made by any such Owner or Occupier or Person as aforesaid: Provided always, that the said Company shall not be bound to make any such Openings in the Ledges or Flanches of the said Railway for the Purpose of effecting such Communication in any Places where they shall have erected or set up any Building, Steam Engine, Works, Machinery, or Yard, or in any Places 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 Openings in the Ledges or Flanches of the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Two Justices of the Peace for the Counties of *Middlesex, Hertford, Buckingham, Northampton, Warwick, or Worcester*, or for the Liberty of *Saint Alban* or the City of *Coventry*, within their respective Jurisdictions, whose Determination shall be binding, and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

Repealing Provisions of former Act as to General Meetings.

Next Half-yearly Meeting to be held at Birmingham.

XCVIII. And be it further enacted, That so much of the said recited Act as requires that all Half-yearly General Meetings of the said Company shall be held alternately in *London* and *Birmingham* shall, as to the Half-yearly General Meeting to be held next after the passing of this Act, be and the same is hereby repealed.

XCIX. And be it further enacted, That the Half-yearly General Meeting of the said Company to be held pursuant to the Provisions of the said recited Act, which shall happen next after the passing of this Act,

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Act, shall be held at *Birmingham*, and the next following Half-yearly General Meeting shall be held in *London*, and all future Half-yearly Meetings shall be held alternately at *Birmingham* and *London*.

C. And whereas at the First General Meeting held pursuant to the said recited Provisions Twenty-four Directors of the said Company were duly elected, and such Directors continued in Office until the Half-yearly General Meeting of the said Company which was held in the Month of *August* One thousand eight hundred and thirty-four, when Six of such Directors went out of Office, and Six Directors were duly elected in their Places, and the remaining Directors so primarily elected as aforesaid and the said Six new Directors have since continued and now continue in Office: And whereas it is expedient that the Provisions of the said recited Act relating to the Duration in Office of the Directors already elected, and relating to the future Election of Directors, should be altered and amended; be it therefore enacted, That so much of the said recited Act as relates to the Duration in Office of the Directors already elected and now continuing in Office by virtue of the Powers contained in the said recited Act, and as relates to the future Election of Directors, and as relates to the Place of Residence required as a Qualification for the Office of such Directors, shall be and the same are hereby repealed.

Certain Provisions in former Act as to Election of Directors repealed.

CI. And be it further enacted, That the Directors so already elected and now continuing in Office as aforesaid, being neither removed nor disqualified nor resigning, shall continue in Office and be Directors of the said Company until the Half-yearly General Meeting of the said Company which shall be held in the Month of *February* in the Year of our Lord One thousand eight hundred and thirty-six, and until others shall be elected in their Stead in pursuance of this Act.

Present Directors to continue in Office until the Meeting.

CII. And be it further enacted, That at the General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-six One Third of the Directors so primarily 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, but without Restriction as to their Place of Residence, 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 *February* which will be in the Year of our Lord One thousand eight hundred and thirty-seven One Half of the remaining Directors 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 shall be supplied in like Manner; and at a General Meeting to be held in the Month of *February* which will be in the Year of our Lord One thousand eight hundred and thirty-eight 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 *February* in every subsequent Year One Fourth 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.

Election of future Directors.

CIII. Pro-

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In case a sufficient Number of Proprietors do not attend Meeting to stand adjourned.

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CIII. Provided always, and be it further enacted, That if at any such General Meeting there shall not, within Two Hours from the Time appointed for such Meeting, be Forty Persons present who shall in the whole be entitled to vote in respect of at least Two 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 shall not then attend thereat, such Meeting shall stand adjourned to 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 February of the following Year.

CIV. And be it further enacted, That so much of the said Act as requires that there shall be Eight Directors at the least present in order to constitute a Meeting of Directors shall be and the same is hereby repealed.

When and where Meetings of Directors shall be held;

Six of whom shall constitute a Meeting.

Number of Proprietors who may require a Special General Meeting.

CV. And be it further enacted, That the Directors of the said Company shall have Authority to meet and adjourn from Time to Time and from Place to Place, as well in London and Birmingham as in such other Places intermediate between London and Birmingham, and not being distant from the said Line of Railway more than Ten Miles, as they shall think proper; and there shall be Six Directors at the least present in order to constitute a Meeting of Directors, and that Six Directors shall be competent to act at any Meeting of Directors.

CVI. And whereas by the said recited Act it is enacted, that One hundred or more Proprietors of the said Company, holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, may require the Directors of the said Company to call a Special General Meeting of the said Company, as therein mentioned and provided; And whereas it is expedient that a smaller Number of Proprietors than One hundred, holding in the Aggregate not less than Two thousand Shares in the said Undertaking, should be empowered to require the said Directors to call Special General Meetings of the said Company; be it therefore enacted, That Fifty or more Proprietors of the said Company, holding in the Aggregate Two thousand Shares or upwards in the said Undertaking, may at any Time require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company, subject nevertheless to all other the Provisions in the said recited Act contained with respect to the calling of such Special General Meetings of Proprietors.

Repeal of Provision as to Residence of Members of Committees.

CVII. And whereas it is expedient to repeal so much of the said recited Act as relates to the Place of Residence therein required as a Qualification for Members of the London Committee and Birmingham Committee in the said Act mentioned, and also to alter and amend so much of the said Act as relates to the Time of choosing such Committees respectively; be it therefore enacted, That so much of the said recited Act as requires that of the London Committee Ten Members at the least shall

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shall be Directors residing in or within Twenty Miles of London, and that of the Birmingham Committee Ten Members at the least shall be Directors residing in or within Twenty Miles of Birmingham, and as requires that the Choice of such London Committee and Birmingham Committee shall take place at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of August in each Year, shall be and the same is hereby repealed

CVIII. And be it further enacted, That from and after the passing of this Act the Choice of such London and Birmingham Committees respectively shall be made at the First Meeting of Directors which shall be held next after the Half-yearly Meeting in the Month of February in each Year, and that the Members of such Committees respectively may be chosen without Restriction as to their Places of Residence.

When Choice of Committees shall be made.

CIX. And whereas by the said recited Act it is enacted, that whenever several Persons should be jointly possessed of or entitled to any Share in the said Undertaking the Person whose Name should stand first in the Book of the said Company as Proprietor of such Share should, for the Purposes of the said Act, be deemed the Proprietor of such Share, and all such Proprietors should be entitled to give their Votes in respect thereof by the Person whose Name should so stand first in the Books of the said Company as Proprietor of such Share, and whose Vote should, either in Person or by Proxy, on all Occasions be deemed and allowed to be 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 the said Act directed to be given to the Proprietors of Shares in the said Undertaking should and might, for or in respect of any such Share so jointly held, be given to the Person whose Name should 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 as therein mentioned (as the Case might require); and such Notice to such Person should be deemed sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Repeal of Provision as to Joint Proprietors of Shares.

CX. And be it further enacted, That whenever several Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, 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 every General or Special Meeting of the said Company, be deemed the Proprietor of such Share; and 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 shall, either in Person or by Proxy, on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietors of such Share; and all Notices by this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person

Votes of Joint Proprietors.

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whose

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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*, as in the said recited Act mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

Power to
close Transfer
Books at cer-
tain Periods.

CXI. 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 Fourteen Days before each of the Half-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 Party 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 Fourteen Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *London* and *Birmingham*.

Additional
Toll for ex-
tending Line.

CXII. And whereas the said Company will incur a great additional Expence in extending the said Line of Railway from the Termination thereof at the *Hampstead Road* aforesaid to the Termination at *Euston Grove* aforesaid; be it therefore 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 conveyed in Carriages upon the said Extension of the said Line of Railway from the *Hampstead Road* aforesaid to the Limitation thereof at *Euston Grove* aforesaid, a Toll or Rate not exceeding One Shilling for every Person so conveyed.

Company not
to receive
Goods at
Euston Grove
Station.

CXIII. And be it further enacted, That it shall not be lawful for the said Company to receive at their intended Station in *Euston Grove*, for the Purpose of Transport, or to deliver out therefrom, any Merchandise, Cattle, or Goods of any Description, save and except Passengers Luggage and small Parcels.

Letting of
Tolls to be
approved of
by a General
Meeting.

CXIV. And be it further enacted, That no Agreement by the Company for the letting of the Rates or Tolls by this or the said recited Act made payable, or any Part thereof, shall be valid or effectual, unless and until the same shall have been approved of by a General or a Special General Meeting of the said Company.

Proprietors
to raise an
additional
Sum of Mo-
ney, if neces-
sary, by
Mortgage.

CXV. And whereas by the said recited Act it is enacted, that in case the Money thereby authorized to be raised should be found insufficient for the Purposes of the said Act it should be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Eight hundred and thirty-five thousand Pounds, on the Credit of the said Undertaking, in manner in the said Act mentioned: And whereas it is expedient to extend and enlarge the said Power of borrowing Money on

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Mortgage, so as to enable the said Company to raise by Mortgage the Sum of One million Pounds instead of the Sum of Eight hundred and thirty-five thousand Pounds; be it therefore enacted, That in case the Money hereby and by the said recited Act authorized to be raised by Subscription, as herein and in the said recited Act mentioned, shall be found insufficient for the Purposes of this and the said recited Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of One million Pounds, on the Credit of the said Undertaking; and the said Company, after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this or the said recited 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 such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same; or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or by the Secretary or Clerk 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 and the said recited Act, and of the making of the Order for raising such additional Sum of Money; and all which Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

London and Birmingham Railway Company.

Number

BY virtue of an Act 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 of an Act passed in the Year of the Reign of His said Majesty [here set forth the Title of this Act], we, the *London and Birmingham Railway Company*, incorporated by and under the said first-mentioned Act, in consideration of the Sum of _____ to us in hand paid by A. B. of _____ do, assign unto the said A. B., his 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 A. B., his Executors, Administrators, and Assigns, until the said Sum of _____ together with Interest for the same after the Rate of _____ 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

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and Sums, and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority of the Date of any such

Form of
Mortgage.

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such Order of Meeting, or Priority in Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers and Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days after the Date thereof, be entered in some Book to be kept by the Secretary or Clerk of the said Company, which said Book may be perused at all reasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties 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 transfer their respective Rights and Interests therein to any other Person or Persons; and every Transfer thereof may be in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

I A. B. of in consideration of the Sum
of paid by C. D. of do hereby
transfer to the said C. D., his Executors, Administrators, and Assigns, a
certain Mortgage, Number made by the London and Birmingham
Railway Company to bearing Date the
Day of for securing the Sum of and
Interest, and all my Right, Estate, and Interest in and to the Money
thereby secured, and in and to the Rates, Tolls, Sums of Money, and
Property thereby assigned. Dated this Day of
in the Year of our Lord

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 Secretary or Clerk of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made, every Transfer shall entitle such Assignee, or his Executors, Administrators, and 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 Mortgage so transferred, or any Money thereon due or thereby secured, or any Part thereof.

Power to in-
crease Capital
Stock.

CXVI. And be it further enacted, That in case the said Company at any Special Meeting to be called as in the said recited 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 such Ways and Means and upon such Terms as at such Meeting or Meetings shall be thought expedient, to augment the Capital Stock of the said Company provided and authorized to be raised by the said recited Act by any further Sum or Sums of Money, so as the same, together with

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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 One million Pounds by this Act 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 contained in the said recited Act in relation to the Calls for the Capital Stock of the said Company by the said recited Act authorized to be raised, 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.

CXVII. And be it further enacted, That after Payment or Satisfaction of all the Monies due from the said Company upon or by virtue of any Mortgage made by them under the Powers of this Act or of the said recited Act, all the Estate, Property, Premises, Rights, and Interests by such Mortgage vested in the Mortgagee, his Successors, Heirs, Executors, Administrators, or Assigns, shall, without any Transfer or Conveyance, or any other Act or Deed, immediately revert to and revert in the said Company.

Property to
revert to the
Company
after Pay-
ment of
Mortgage
Debts.

CXVIII. And be it further enacted, That the said Company may and are hereby authorized (if they shall think fit) to hire or take any Buildings or Lands for the Purpose of making Offices at a Distance from the said Railway, on Building Leases, or as Tenants for a Term of Years, or from Year to Year, and for that Purpose to enter into and execute all such Agreements, Deeds, Covenants, and Instruments as may be necessary, which shall be binding upon the said Company and their Successors.

Power to
hire Offices
on Lease.

CXIX. And whereas in the said recited Act it was enacted, that (subject to the Limitations and Directions therein contained) it should be lawful for the said Company to provide or hire and use locomotive Engines or other Power for drawing or propelling of any Articles, Matters, or Things, Persons, Cattle, or Animals, upon the said Railway: And whereas it is expedient that such Powers should be extended and enlarged; be it therefore enacted, That it shall be lawful for the said Company to provide or hire, use and employ, locomotive Engines or other Power, Coaches, Waggon, and other Carriages, and with such locomotive Engines or other Power, Coaches, Waggon, and Carriages, or any other Coaches, Waggon, and Carriages, to carry and convey, as well upon and along the said Railway as upon and along any other Railway or Railways, all such

Extending
the Com-
pany's Pow-
ers of car-
rying Goods
and Passen-
gers.

[Local.]

19 B

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such Articles, Matters, or Things, Persons, Cattle, or Animals, as shall be offered to them for that Purpose, and to make such reasonable Charges for such Carriage or Conveyance, not exceeding the Amount specified in the said recited Act, as they may determine on; and the said Company shall and may have and exercise all the same Rights and Remedies for Recovery as well of the Charges by the said recited Act as of the Charges by this Act authorized to be taken for such Carriage or Conveyance as are given to them by the said recited Act in reference to the Rates and Tolls thereby made payable; or the said Company may, at their Option, sue for and recover such Charges or any Part thereof in any Court of Law or Equity: Provided always, that the Provisions aforesaid shall not extend to take away or interfere with the Rights of the Proprietors of any other Railway upon which the said *London and Birmingham Railway Company* may carry by virtue thereof.

So much of recited Act as requires that Bye Laws, &c. should be painted on Boards, &c. repealed.

CXX. And whereas by the said recited Act it is enacted, that the said Company shall have full Power and Authority from Time to Time to make such Bye Laws, Orders, and Rules as to them should seem expedient for the Purposes in the said recited Act mentioned; which said Bye Laws, Orders, and Rules, being reduced into Writing under the Common Seal of the said Company, and printed and published and painted on Boards, should be hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates or Tolls should be collected or paid under the Authority of the said Act, and should from Time to Time be renewed as often as the same or any Part thereof should be obliterated or destroyed: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That so much of the said recited Act as requires that the Bye Laws, Orders, and Rules therein mentioned should be painted on Boards, and hung up and affixed as therein mentioned, shall be and the same is hereby repealed.

Such Portion of Bye Laws as shall be of a public Nature to be painted on Boards, &c.

CXXI. And be it further enacted, That the Bye Laws, Orders, and Rules of the said Company made or hereafter to be made by virtue of this or the said recited Act, being reduced into Writing under the Common Seal of the said Company, and printed and published, shall, as to such and to so much of the said Bye Laws, Orders, and Rules as shall be of a public Nature, and shall relate to or affect other Persons than the Officers and Servants of the said Company, be painted on Boards, and hung up and affixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway and other Buildings or Places at which any Rates or Tolls shall be collected or paid under the Authority of this or the said recited Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and such Bye Laws, Orders, and Rules shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Orders, or Rules be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain and Ireland* called *England*, or to any Directions in this or the said recited Act contained; and all such Bye Laws, Orders, and Rules shall be subject to Appeal in manner in the said recited Act mentioned.

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CXXII. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandise 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 Twenty Pounds, to be recovered and levied in the same Manner as other Penalties are by the said recited Act directed to be recovered and levied: 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 any other Persons from carrying thereon Gunpowder or such other Goods as aforesaid.

Packages containing Goods of a dangerous Quality to be marked.

CXXIII. 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, the Punishment beyond that which is now by Law provided shall be inflicted upon any Person in the Service of the said *London and Birmingham Railway 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 Forty Shillings nor less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by the said recited Act are directed to be recovered and applied.

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

CXXIV. 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 Forty Shillings for every such Offence.

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

CXXV. And be it further enacted, That it shall be lawful for the said Company to remove any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beasts, that may be found upon the said Railway or Works, or any Part thereof, (except Horses or other Beasts of Burden the *bona fide* Property of the Owners or Occupiers of the adjoining Lands, actually ridden or driven directly across the said Railway, and except in Cases where Agreements to the contrary shall have been made with the Owners or Occupiers of the adjoining Lands,) and the Owner of any such Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, found upon

Prohibiting Cattle coming on the Railway.

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upon the said Railway, shall forfeit and pay a Sum not exceeding Forty Shillings for every Offence.

Regulation of 11G.3. c.78. not to extend to Buildings erected by the London and Birmingham Railway Company.

CXXXVI. And be it further enacted, That the several Rules and Regulations contained in a certain Act passed in the Fourteenth Year of the Reign of His late Majesty King George the Third, intituled *An Act for the further and better Regulation of Buildings and Party Walls, and for the more effectually preventing Mischief by Fire, within the Cities of London and Westminster and the Liberties thereof, and other the Parishes, Precincts, and Places within the Weekly Bills of Mortality, the Parishes of Saint Mary-le-bone, Paddington, Saint Pancras, and Saint Luke's at Chelsea in the County of Middlesex, and for indemnifying under certain Conditions Builders and other Persons against the Penalties to which they are or may be liable for erecting Buildings within the Limits aforesaid contrary to Law*, shall not extend nor be construed to extend to any Buildings of the said Company erected or to be erected within or in connexion with the Works of the said Railway by virtue of the said recited Act or of this Act.

City of Coventry.

CXXXVII. And whereas by the said recited Act certain Powers are given or expressed to be given to the Justices of the City of Coventry, and the Clerk of the Peace of the City of Coventry is therein referred to for certain Purposes: And whereas Doubts have arisen whether the Jurisdiction intended to be given to such Justices, and the other Purposes intended to be effected with respect to the City of Coventry, are sufficiently expressed; be it therefore enacted, That in every Case in which in the said recited Act the Words "City of Coventry" occur, the Powers intended to be given shall be as large, and the Effect be in all respects the same, as if the Words had been "City and County of the City of Coventry."

Authorizing Clerks of the Peace to charge for Copies of Plans.

CXXXVIII. And be it further enacted, That it shall and may be lawful for the Clerks of the Peace for the several Counties and Places in whose Custody the Map or Plan of the said Railway is deposited, as by the said recited Act and this Act is mentioned, to charge at the Rate of not more than One Halfpenny for each and every Chain measured on the Line of the said Railway as laid down on the said Map or Plan, and contained in any Copy or Extract of the said Map or Plan made by any such Clerk, or otherwise, at the Option of the said Clerks, the Sum of Ten Shillings and Sixpence for any Copy or Extract made by any other Person or Persons.

Mortgagee, Lessee, and Secretary may be Witnesses.

CXXXIX. 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 of the Peace, under or by virtue of this or the said recited Act, by reason of being a Mortgagee of the Tolls, or Creditor of the said Company, Farmer, Lessee, or Collector of such Tolls, Secretary, Clerk, Engineer, or other Officer or Servant of the said Company, nor shall such Testimony or Evidence for any of the Reasons aforesaid be rejected or liable to be questioned or set aside.

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CXXX. And be it further enacted, That the Time by the said recited Act limited for the taking or using of Lands for the Purpose of the said Undertaking shall be and is hereby extended and enlarged for the further Term of One Year, to be computed from the Expiration of the Time in such Act mentioned, and the Time allowed for the completing of the said Railway shall be extended and enlarged Three Years.

Time enlarged for taking Lands.

CXXXI. And be it further enacted, That the said Company shall and they are hereby required to sell and dispose of, within Ten Years from the Expiration of the Time by the said recited Act allowed for the Completion of the said Railway, all such Lands as shall have been purchased by the said Company and shall not be required for the Purposes of this or the said recited Act: Provided always, that nothing herein contained shall extend to any of the Lands purchased by the said Company at or near their Stations in the Parish of Saint Pancras in the County of Middlesex, and in or near the Towns of Birmingham and Coventry.

Company to sell superfluous Lands within a limited Time.

CXXXII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any Way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised and received, or out of the first Money to be raised or received, by virtue of the said recited Act or this Act, in preference to any other Payment whatever.

Expences of the Act how to be defrayed.

CXXXIII. Provided always, and be it further enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Limits of Holborn and Finsbury Divisions, the Parish of Saint Leonard Shoreditch, and the Liberty of Norton Folgate in the County of Middlesex, and the Borders and Confines of the same; but all the Rights, Powers, and Authorities vested in them shall be as good, valid, and effectual as if this Act had not been passed.

Saving the Rights of the Commissioners of Sewers for Holborn and Finsbury Divisions, &c.

CXXXIV. 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.

Public Act.

The SCHEDULE to which the foregoing Act refers.

COUNTY OF MIDDLESEX.

Owners or reputed Owners.	Lessee.	Occupiers.	Description of Property.
PARISH OF ST. PANCRAZ.			
Lord Southampton	Joseph Baker	Joseph Baker	Garden Ground.
Ditto	Ditto	Ditto and William Crewe	Ditto and Two Cottages.
Ditto	-	In hand	Ground laid out as a Road.
Ditto	William Crutchley	William Crutchley	Building Ground.
Ditto	Francis Philip Holsworth	F. P. Holsworth	House and Garden.
PARK STREET.			
Lord Southampton	William Drew and Thomas Young	Thomas Young	House and Shop.
Ditto	Robert Mackie	Sarah Whitley	House and Garden.
Ditto	James Kirkpatrick	Ditto	Ditto.
Ditto	Joseph Johnson	Henry Birch	Ditto.
Ditto	Thomas Jones	Henry Robert Crozier	Ditto.
Ditto	John Neill	William Shield	Ditto.
Ditto	Charles James Jenkins	Mrs. Elizabeth Mears	Ditto.
Ditto	Ditto	Charles James Jenkins	Ditto.
Ditto	Ditto	Unoccupied	Ditto.
STANHOPE STREET.			
Lord Southampton	George Dickinson	Misses Daniels	House and Garden.
Ditto	James Skinner	James Skinner	Building Ground.
Ditto	Ditto	Unoccupied	Unfinished House.
Ditto	Ditto	Ditto	Ditto.
Ditto	In hand	-	Ground laid out as a new Street.
Ditto	Ditto	-	Building Ground.
Ditto	George Arundale	George Arundale	Garden Ground.
STANHOPE TERRACE.			
Lord Southampton	The Trustees of Mr. and Mrs. Ancrum.	Unoccupied	House and Garden.
Ditto	John Blacklock	Benjamin West	House and Garden.
Ditto	George Arundale	Unoccupied	Ditto.
Ditto	Ditto	George Arundale	Ditto.
Ditto	Thomas Courtney Lancefield.	Thomas Griffin	Building Ground.
Ditto	Ditto	Ditto	Garden Ground.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto and Thomas Griffin.	Thomas King Walcott	Ditto.
Ditto	Ditto	Michael Stickling	Ditto.
Ditto	Ditto	James Jones	Ditto.
Ditto	Ditto	In hand	Roadway.
Ditto	T. C. Lancefield	Edward Barwell	Garden Ground.

Owners or reputed Owners.	Lessee.	Occupiers.	Description of Property.
Lord Southampton	T. C. Lancefield	Henry Shayler and William Maycock.	Garden Ground.
Ditto	Ditto	Henry Shayler	Ditto.
Ditto	Ditto	Charles Wilkinson	Ditto.
Ditto	Ditto and Henry Shayler	William Cooks	Ditto.
Ditto	Ditto	Stephen Joshua	Ditto.
Ditto	T. C. Lancefield	Henry Shayler	Vacant Ground.
Ditto	-	In hand	Ground laid out as a new Street to be called Crescent Place.
Ditto	Thomas Lindfield	Thomas Lindfield	Garden Ground.
Ditto	Ditto	Benjamin Jones	Ditto.
Ditto	Ditto	Thomas Lindfield	Ditto.
Ditto	Ditto	John Copeland	Ditto.
Ditto	Ditto	Thomas Branch	Ditto and Cottage.
Ditto	Ditto	John Mackey	Ditto.
Ditto	Ditto	Samuel Claxton	Garden Ground.
Ditto	Ditto and Samuel Claxton	Richard Simmonds	Ditto.
Ditto	Ditto and John Wise	Benjamin Pittam	Ditto and Cottage.
Ditto	Ditto	Joseph Wilson	Ditto.
Ditto	Thomas Lindfield	Unoccupied	Ditto.
Ditto	Ditto	Robert Goddard	Ditto.
Ditto	Ditto	Samuel Sawkins	Ditto.
Ditto	Thomas Lindfield and William Kemp.	James Farman	Cottage and Garden.
Ditto	-	-	Roadway.
Ditto	Thomas Lindfield	William Handford	Garden Ground.
Ditto	Ditto	John May	Ditto.
Ditto	Ditto	Gabriel Sheppard	Ditto.
Ditto	-	In hand	Ground laid out as a new Street, to be called Stanhope Place.
Ditto	Thomas Lindfield	John Harrison	Garden Ground.
Ditto	Ditto and William Kemp	Noah Ward	Ditto.
Ditto	Thomas Lindfield	James Head	Ditto.
Ditto	Ditto and James Head	Daniel Dale	Ditto and Cottage.
Ditto	Thomas Lindfield	James Matthews	Garden Ground.
Ditto	-	-	Roadway.
Ditto	Thomas Lindfield and Joseph Hart.	Hugh Driscoll	Cottage and Garden.
Ditto	Thomas Lindfield	James Bunyan	Ditto.
Ditto	Ditto and James Bunyan	Thomas Hazell	Cottage.
Ditto	Ditto	Unoccupied	Ditto.
Ditto	Thomas Lindfield	William Kemp	Ditto and Garden.
Ditto	Ditto	John Harrison	Cottage.
Ditto	Ditto	Messrs. Hapgood and Serle	Garden Ground.
Ditto	Ditto	William Kemp	Ditto and Shed.
Ditto	Ditto	Thomas Lindfield	Garden Ground.
Ditto	Ditto and William Kemp	Francis Ward	Ditto and Cottage.
Ditto	Thomas Lindfield	Joseph Boothby	Garden Ground.
Ditto	Ditto	John Dawson	Ditto and Cottage.
Ditto	Ditto	Thomas Hughes	Garden Ground.
Ditto	Thomas Streck	Unoccupied	Ditto and Shed.
Ditto	Ditto	William King	Cottage.
Ditto	Walter Cosser	William Jones	Garden Ground.
GRANBY STREET.			
Lord Southampton	Thomas Streck	Unoccupied	House and Garden.
Ditto	Jane Butcher	George Roddis	Ditto.
Ditto	Henry Wilkins	Henry Wilkins	Ditto.
Ditto	Joseph Oulds and Joseph Thurgood.	Charles Camplion	Ditto.
Ditto	George Baker	Edward Joyce	House and Garden.

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Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Southampton	The Devises under the Will of Thomas Pickett Spackman.	James Tomlin	Shop and Yard.
Ditto	Mrs. Eliza Reeve	Henry Charles Keates	Ditto.
Ditto	The Devises of T. P. Spackman and Stephen Carter.	Stephen Carter	Public House.
Ditto	The Devises of T. P. Spackman.	William Howden	Shop and Yard.
Ditto	George Bishop and Sarah Mills.	Sarah Mills	Ditto.
Ditto	George Coffin	George Coffin	House and Yard.
Ditto	The Devises of T. P. Spackman.	John Spencer	Stable and Coach-house.
Ditto	Ditto	Edwin Lambert	Ditto.
Ditto	Ditto	William Clarke	Ditto.
Ditto	John Lasence	John Lasence	Ditto.

MONNINGTON PLACE.

Lord Southampton	Robert Taylor and his Mortgagees and Assignants.	James Tomes	House and Garden.
Ditto	Walter Cossar and William Jones.	William Jones	Ditto.
Ditto	Walter Cossar	Ditto	School-room and Play Ground.
Ditto	John Lasence	John Lasence	House and Garden.
Ditto	Ditto	Frederick Bacon	Ditto.
Ditto	Ditto and George Smith, Administrators of Chas. Smith, and the Executors of John Bennett.	Mrs. Latimer	House and Garden.
Ditto	John Lasence, Geo. Smith, Administrator of Charles Smith, and the Executors of John Bennett.	C. P. Zegrietti	Ditto.
Ditto	John Lasence and the Reverend George Pocock.	James Roberts	Ditto.
Ditto	John Lasence and John Shepherd.	John Shepherd	Ditto.
Ditto	John Lasence and Reverend George Pocock.	John Pollard	Ditto.
Ditto	George Roddis	George Roddis	Ditto.
Ditto	Ditto	In hand	Building Ground.
Ditto	Thomas Cubitt	Thomas Cubitt	Ditto.
Ditto	Ditto	In hand	Ground laid out for a Street to be called Easton Grove.
Ditto	Thomas Cubitt	Thomas Cubitt	Building Ground.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	Thomas Cubitt	Thomas Cubitt	Ditto.
Ditto	Ditto	Ditto	Ditto.

WHITTLEBURY STREET.

Lord Southampton	George Merton and Daniel Crane.	David Thomas	House and Yard.
Ditto	Ditto	Henry Nicholls	Ditto.

5° & 6° GULIELMI IV. Cap. lvi. 1669

Owners or reputed Owners.	Lessees.	Occupiers.	Description of Property.
Lord Southampton	George Merton and Daniel Crane.	William Best	House and Yard.
Ditto	George Merton	Richard Smith	Ditto.
Ditto	George Merton	James Shields	Ditto.
Ditto	Ditto	Robert Davis	Ditto.
Ditto	The Executors of Richard Outen.	Unoccupied	Ditto.
Ditto	Ditto and Daniel Crane	Mrs. Taylor	Ditto.
Ditto	Ditto	Henry Pinfield	Ditto.
Ditto	Richard Moore	Unoccupied	Ditto.
Ditto	Ditto and Daniel Crane	Daniel Crane	Ditto.
Ditto	Ditto and William Rogers	William Saunders	Ditto.
Ditto	Richard Moore	John Stewart	Ditto.
Ditto	Ditto	William Hill	Ditto.
Ditto	George Merton and Henry Aberry Fanner.	Henry Aberry Fanner	Ditto.
Ditto	George Merton	John Conyns	Ditto.
Ditto	Ditto and John Williams	Thomas Steet, Ann Pym, and Joseph Harvey.	Ditto.
Ditto	George Merton	William Draper, Susanah Parker, Ann Knowles, and Fanny Greator.	Ditto.
Ditto	Ditto	Mrs. Bennett	Ditto.
Ditto	Ditto and Thomas Moore.	Dennis Brown, Benjamin Stephenson, and James Carter.	Ditto.
Ditto	George Merton and John Nesbitt.	Mrs. Fenton	Ditto.
Ditto	George Merton	Charles Read	Ditto.
Ditto	Matthias Rowe	George Smith	Ditto.

DRUMMOND STREET.

Lord Southampton	Matthias Row	John Yeud	House and Yard.
Ditto	William Tomlins	William Tomlins	Ditto.
Ditto	Giles Bartlett	Giles Bartlett	Ditto.
Ditto	Thomas Moore	Thomas Moore	Ditto.
Ditto	George Carns and John Williams.	Richard Kelly	Ditto.
Ditto	George Carns	George Carns	Ditto.
Ditto	Ditto, John Plevy, and Thomas Kemp.	Thomas Kemp	Ditto.
Ditto	George Carns, John Plevy, and Joseph Mitchell.	James Hill	Ditto.
Ditto	John and William Johnson.	Mrs. Simonds	Ditto.
Ditto	Ditto and Philip Alford	Philip Alford	The Royal George Public House.

DRUMMOND MEWS.

Lord Southampton	John and William Johnson and Mrs. Susanah Mitchell.	John Wilson	Stable and Coach-house.
Ditto	John and William Johnson, and John Carpenter Oriol, and Henry Charles Sturla.	Henry Charles Sturla	Ditto.
Ditto	John and William Johnson and John Hills.	Unoccupied	Ditto.
Ditto	Ditto	Ditto	Ditto.
Ditto	John and William Johnson.	Henry Worrall	Yard and Shed.

[Local.]

1670 5° & 6° GULIELMI IV. Cap. lvi.

Owners or reputed Owners.	Leases.	Occupiers.	Description of Property.
Lord Southampton	John and William Johnston.	Richard Bond	Yard and Shed
Ditto	Ditto	Mrs. Simonds	Ditto.
Ditto	Ditto	Rich. Bond and Robert Brix.	Workshop.
Ditto	Ditto and Richard Bond	John Simpson King	Cottage.
Ditto	Ditto and John Linsell	Richard Holt	Ditto.
Ditto	Ditto and Charles King	Mrs. Cotton	Ditto.
UPPER SEYMOUR STREET.			
Lord Somers	John and William Johnston and George H. Mitchelmore.	Thomas Waters	House and Yard.
Ditto	Ditto	Henry Stewart Taylor	Ditto.
Ditto	Ditto	Unoccupied	Ditto.
Ditto	Ditto	Mrs. Siery	Ditto.
Ditto	Ditto	John Weale	Ditto.
Ditto	John and William Johnston and Charles Green.	George Davies	Ditto.
Ditto	Ditto	John and William Johnston.	Ditto.
Ditto	John and William Johnston and Thomas Thompson.	Thomas Thompson	Ditto.
Ditto	Ditto	William Frederick Schneegans.	Ditto.
Ditto	Ditto	William Charles Taylor	Ditto.
Ditto	Ditto and James Barry	Joseph Carpenter	Ditto.
Ditto	John and William Johnston and James Barry.	Samuel Clark	Ditto.
Ditto	Ditto	Thomas Plant	Ditto.

COUNTY OF NORTHAMPTON.

PARISH OF WEEDON.

John Smith and Thomas Nutt Orton.		Jonathan Moors	Cottage.
Reverend John Hunt		Reverend John Hunt	Cow Shed.
Ditto		Ditto	Garden and Shrubbery.
Ditto		Ditto	House and Outbuildings.
John Manning		Martin Stretton	House, Garden, Workshop, Stable, and Orchard.
Thomas Beale		John Simcoe	Garden.
Edward Cox		William Hollier and John Simcoe.	Three Houses, Stable, Outbuildings, and Garden.
Reverend John Hunt		Reverend John Hunt and Jonathan Mann.	Garden.
John Green		Thomas Green, Joshua Ellis, and Charlotte Abell.	Three Cottages and Gardens.
Richard Hewitt		John Poole, Barnabas Clarke, and John Geare.	Three Cottages, Gardens, and Barn.
Ditto		John Wells	House, Farm-yard, Garden, and Outbuildings.
Ditto		Richard Hewitt	Barn and Stable.
Ditto		Louisa Cooper	Cottage and Garden.
Ditto		John Goff	House and Orchard.

5° & 6° GULIELMI IV. Cap. lvi. 1671

Owners or reputed Owners.	Leases.	Occupiers.	Description of Property.
Edward Wilson	-	Edward Wilson	Cottage and Garden.
Nathaniel Billing	-	Nathaniel Billing	Cottage, Schoolroom, and Garden.
John Sutton	-	John Sutton	House, Club-room, Stabling, Orchard, and Garden.
John Wareing	-	John Wareing	Orchard.
The Right Honourable and Honourable the principal Officers of His Majesty's Board of Ordnance.	-	The Right Honourable and Honourable the principal Officers of His Majesty's Board of Ordnance and Benjamin Dunc Nicoll.	Garden.
PARISH OF DODFORD.			
Reverend William Holden.	-	Ralph Humphrey	Cottage, Garden, Wharf, and Warehouse.
Jane Freeman	-	Richard Lee	House and Outbuildings.
Ditto	-	Ditto	Orchard and Garden.
Sir Charles Knightley, Bart.	-	Richard Hewitt	House.
PARISH OF BROCKHALL.			
Thomas Reeve Thornton	-	Thomas Reeve Thornton	Plantation.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Ditto.
Ditto	-	Ditto	Private Road.
Ditto	-	Ditto	Plantation.
PARISH OF NORTON.			
Thomas Reeve Thornton	-	Thomas Reeve Thornton	Plantation.
John Michael Severne	-	James Bromwich	House.
PARISH OF WHILTON.			
Reverend John Rose	-	Francis Humphrey	House.
PARISH OF LONG BUCKBY.			
Richard Waster	-	Richard Waster	Plantation.
Surveyors of Highways, Richard Waster, Thomas Tomlins, and Sarah Carrell.	-	Stephen Watson, Thomas Tomlins, and Sarah Carrell.	Three Cottages and Three Gardens.

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