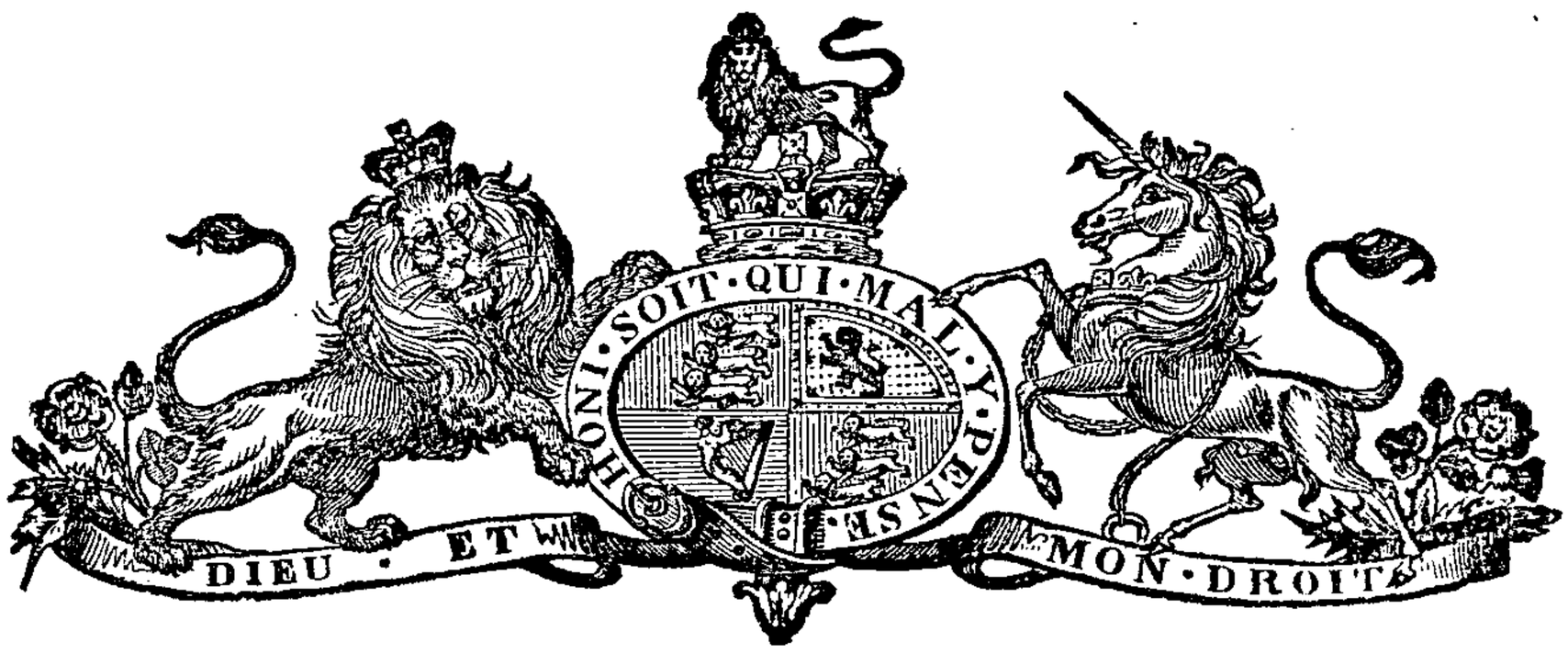



ANNO DECIMO SEXTO & DECIMO SEPTIMO

# VICTORIÆ REGINÆ.

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*The London and North-western Railway (Northampton and Market Harborough, &c. Branches) Act*, 1853.

Parish of *Hardingstone*, all in the County of *Northampton;* but these Objects cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows:

**8 & 9 Vict. cc. 18. & 20. incorporated with this Act.**

I. That "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

**"The Company."**

II. That where in this Act the Words "the Company" are used they shall mean the *London and North-western* Railway Company.

**Power to make Railways according to deposited Plans.**

III. And whereas Plans and Sections of the new Lines of Railway, showing their Direction and Levels, and also Books of Reference to the said Plans, containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of the Lands through which the said Railways are intended to pass, have been deposited with the Clerk of the Peace for the County of *Northampton:* Be it enacted, That, subject to the Provisions in this Act contained, it shall be lawful for the Company to make and maintain the said new Lines of Railway, with all necessary Works and Conveniences connected therewith, in the Lines and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

**Describing new Lines of Railway.**

IV. That the said new Lines of Railway to be made under the Authority of this Act shall be the following; (that is to say,)

A Railway commencing by a Junction with the Line of the *Northampton and Peterborough* Branch of the *London and North-western* Railway in the Parish of *Hardingstone* in the County of *Northampton*, and terminating by a Junction with the *Rugby and Stamford* Branch of the *London and North-western* Railway near to the Town of *Market Harborough*, in the Parish of *Little Bowden* in the same County:

A Branch Railway commencing by a Junction with the said intended Railway in the said Parish of *Hardingstone*, and terminating by a Junction with the said *Northampton and Peterborough* Branch Railway in the same Parish:

And the said new Lines of Railway shall be and become Part of the Undertaking of the *London and North-western* Railway Company.

V. That,

*The London and North-western Railway (Northampton and Market Harborough, &c. Branches) Act*, 1853.

Power to cross certain Roads on the Level.

V. That, subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company, in the Construction of the Railways by this Act authorized, to carry the same across and on the Level of the several Roads numbered on the Plans deposited as herein-before mentioned as follows; (that is to say,)

| No. on Plan. | Parish. | Description of Road. |
|---|---|---|
| 36 | Dallington - - - | Public Road. |
| 40 | Ditto - - - | Ditto. |
| 7 | Boughton - - - | Turnpike Road. |
| 5 | Brixworth - - - | Public Road. |
| 33 | Ditto - - - | Ditto. |
| 40 | Lamport - - - | Turnpike Road. |
| 20 | Draughton - - - | Public Road. |
| 35 | Maidwell - - - | Ditto. |
| 5 | Great Oxendon - - | Ditto. |
| 20 | Little Bowden - - - | Ditto. |

Company to erect a Station or Lodge at Points of Crossing, and abide by Rules, &c. of Board of Trade.

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

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

VII. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time, either before or after the Railways by this Act authorized to be made shall have been completed and opened for Public Traffic, to require the Company, within such Time as the said Board of Trade shall direct, and at the Expense of the Company, to carry any or either of the before-mentioned Roads, or the Road herein-after mentioned in Clause Thirteen, either under or over the Railway by means of a Bridge or Arch, in lieu of crossing the same on the Level, and to execute such other Works as under the Circumstances of the Case shall

shall appear to the said Board of Trade the best adapted for removing or diminishing the Danger arising from any such level Crossing.

Power to alter Engineering Works.

VIII. That the Company may deviate from or alter the Tunnels in the Parishes of *Kelmarsh* and *Oxenden* respectively delineated on the deposited Plans or Sections, or either of such Tunnels, so as the Deviations be made within the Limits of Deviation shown on those Plans: Provided always, that the Company shall not alter such Tunnels or either of them unless authorized by a Certificate from the Board of Trade, as provided by the Fourteenth Section of "The Railways Clauses Consolidation Act, 1845."

Land for extraordinary Purposes.

IX. That it shall be lawful for the Company to purchase any Quantity of Land for extraordinary Purposes not exceeding Twenty Acres, in addition to the Land which they are already authorized to take for that Purpose.

Company not to take more Land from the Vicarage of Dallington than is shown on the deposited Plan.

X. That it shall not be lawful for the Company to take for any Purpose whatsoever, or to use, without the Consent in Writing of the Vicar for the Time being of *Dallington* in the County of *Northampton*, any Part of the Lands or other Hereditaments being Part or Parcel of the Glebe of the Vicarage of *Dallington* aforesaid, other than and except so much and such Parts of the Pieces or Parcels of Land shown and described as Part of the said Glebe Land in the Plan and Section of the said Railway and Book of Reference already deposited by the said Company with the Clerk of the Peace for the County of *Northampton*, as shall be required to form the Line of the said intended Railway, and the Fences thereto, notwithstanding the same may be within the Limits of Deviation.

Certain Lands of the Vicar of Dallington not to be taken.

XI. That the Company shall not, without the Consent in Writing of the said Vicar or Owner or Owners for the Time being of the *Dallington* Estate first had and obtained, make or construct the said Railway on or take or use for any Purpose whatever any Part of the Lands of the said Vicar or the Owner or Owners of the Lands shown on the said Map or Plan and in the said Book of Reference, and numbered therein and thereon 10, 25, 28, and 30 in the Parish of *Dallington*, situate and being within Twenty-five Yards of the River *Nene*, and in the Fields numbered 33 and 35 upon the said Plan in the said Parish, situate and being within Eight Yards of the River *Nene*.

Owners, &c. of Lands may make Accommodation Works.

XII. And whereas it is expedient to enable Owners or Occupiers of Lands affected by such Railway to provide and execute at their own Cost Accommodation Works at any Time hereafter: Be it therefore

therefore enacted, That if any Owner or Occupier through whose Lands the said Railway hereby authorized shall be constructed shall be desirous to make or execute Accommodation Works for the more commodious Use of their respective Lands, it shall be lawful for any such Owner or Occupier, at any Time hereafter, at his own Expense, to make such Works for that Purpose as he shall think necessary, and as shall be agreed to by the Company, or in case of Difference as shall be authorized by Two Justices in the Manner in that Behalf provided by "The Railways Clauses Consolidation Act, 1845;" provided that nothing herein contained shall take away, prejudice, or affect any Rights or Interests which any Owner or Occupier of Lands may be entitled to under the Provisions of "The Railways Clauses Consolidation Act, 1845," with respect to Works for the Accommodation of Lands adjoining a Railway.

Road to be made across Railway.

XIII. That the said Company shall forthwith, after the making of that Part of the said Railway which shall pass through the Glebe Lands of the Vicarage of *Dallington* aforesaid, at their own Costs, Charges, and Expenses, make and for ever thenceforth maintain a Road across the intended Railway on the Level, at or adjoining a Point on the Plan marked One Mile and One Furlong, or at such other Point upon the said Railway and in such Manner as the said Vicar or Owner or Owners and the said Company shall mutually agree upon, with proper Approaches on each Side, and from thenceforth for ever after maintain and uphold the same in a good workmanlike Manner over the said Railway; and whenever a public Road or Highway shall be made up to such Crossing, then and in such Case the same Crossing shall be deemed and treated in all respects by the said Company as a Crossing of a public Highway, and subject to the Regulations prescribed by "The Railways Clauses Consolidation Act, 1845," and by the Seventh Section of this Act.

Saving Rights of the Grand Junction Canal Company.

XIV. And whereas the said Railway is intended to be carried over the *Northampton* Branch of the *Grand Junction* Canal in the Parish of *Hardingstone* in the County of *Northampton*, and it is expedient to provide against Injury or Obstruction being occasioned by means of the said Railway to the said Canal, or to the free Navigation thereof: Be it therefore enacted, That, except as hereby expressly authorized, nothing in this Act contained shall diminish, alter, prejudice, affect, or take away any of the Rights, Privileges, Powers, or Authorities vested in the Company of Proprietors of the said *Grand Junction* Canal, or authorize or empower the said Railway Company to alter the Line or Level of the said Canal or Towing-path thereto, or any Part thereof, or to obstruct the Navigation of the said Canal or any Part thereof, except as herein-after provided, or to divert any of

the Waters therein or which supply the said Canal, or to injure any of the Works of the said Canal; and it shall not be lawful for the said Railway Company to make any Deviation from the Course or Direction of the said Railway delineated in the Plan of the said Railway deposited with the Clerk of the Peace for the County of *Northampton*, by which Deviation any of the Wharfs, Warehouses, Locks, Lock Houses, or Side Ponds belonging to the said Canal Company, or any Part thereof respectively, shall be taken, used, or damaged, without the Consent of the said Canal Company in Writing under their Common Seal first had and obtained.

Directing the Mode of constructing Bridge over the Grand Junction Canal.

XV. That in carrying the said Railway over the said Canal the said Railway Company shall and they are hereby required, at their own Expense, and to the reasonable Satisfaction of the Engineer for the Time being of the said Canal Company, to make and at all Times for ever thereafter to maintain and keep in perfect Repair at such Crossing thereof a good and substantial Bridge over the said Canal and the Towing-path thereto, with proper Approaches to such Bridge, and the Soffit of the Arch of such Bridge shall be at least Eight Feet above the ordinary Top-water Level of the said Canal at the Centre of the Waterway, and no Part of the Arch over the Towing-path shall be less than Seven Feet above the said ordinary Top-water Level of the said Canal, and such Bridge shall be of such Width as shall leave a clear, uniform, and uninterrupted Opening of not less than Seventeen Feet for the Waterway in the Middle or deep Part of the said Canal, or in such Place as shall be directed by the Engineer or Surveyor for the Time being of the said Canal Company, and Eight 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 over the said Canal, and of the necessary Repair 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 Twelve Feet in Width during the Time of constructing and putting in the Foundation Walls of the Abutments of such Bridge, or Renewal or Repair thereof, and of the new Towing-path along the same up to One Foot above the ordinary Top-water Level of the said Canal, and which Time for constructing the said Waterway shall not exceed Sixty Days, nor shall less than Seventeen Feet for the said Waterway and Eight Feet for the said Towing-path be left during the Remainder of the Period of constructing, repairing, or renewing such Bridge, and that a temporary Towing-path shall be provided to the Satisfaction of the Engineer of the Canal Company 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.

XVI. That

In case of Obstruction to the Grand Junction Canal.

XVI. That if, by reason of any Accident or in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works or of the said Bridge over the said Canal, or of any of the Slopes, Banks, or Walls of the said Railway near the said Canal, it shall happen that the said Canal or the Towing-path thereof shall be so obstructed that Boats or other Vessels navigating or using the said Canal shall be impeded in their Passage, or shall not be able to pass along the same, or in case the navigable Waterway and Towing-path herein-before required to be preserved during the Progress of the Work shall at any Time be contracted to a less Width than herein is prescribed, then and in such Case the said Railway Company shall pay to the said Canal Company, as or by way of ascertained Damages, the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than One Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of the said Railway Company, the said Railway Company shall pay to the said 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 Secretary or any of the Directors of the said Railway Company, the said Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action at Law in any Court of Law now or hereafter to be established; and in case the Bridge to be erected for the said Railway over the said Canal, or the Towing-path Walls under the said Bridge, or the several Approaches, Sides, Slopes, or Banks of the said Railway next to the said Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the said Canal Company to do the needful Repair, and to recover the Amount of the Expenses from the said Railway Company, by Action at Law, with full Costs of Suit, in any Court of Law now or hereafter to be established: Provided also, that nothing herein contained shall extend to prevent the said 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 Damages accordingly; but in every Case where the Penalty or Penalties herein-before imposed shall have been paid by the said Railway Company, and an 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

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 Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums of Money so paid, then and in such Case Judgment shall be given for the said Railway Company; and no Action shall be maintainable by the said Canal Company against the said Railway Company for the Recovery of any Penalty or Penalties, after any 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.

Agreements for Construction of Bridge, and for Contributions by Corporation of Northampton.

XVII. And whereas it is intended that the Road numbered on the said Plans 11 in the Parish of *Saint Peter's Northampton*, should be carried over the Railway firstly herein-before authorized by means of a Bridge, and the same will be closely connected with an existing Bridge over the River *Nene*, which the Mayor, Aldermen, and Burgesses of the Borough of *Northampton* (herein-after called the *Northampton* Corporation) have from Time to Time repaired: And whereas such existing Bridge is narrow and inconvenient, and might with great Advantage to the Public be improved, if the proposed Bridge over the said Road were constructed in connexion with the said existing Bridge; and the *Northampton* Corporation have agreed that, if the Company will construct their Bridge over the said Road in connexion with the existing Bridge over the River *Nene*, and will concur with them in altering and widening such last-mentioned Bridge, they will contribute towards those Objects: Therefore it shall be lawful for the Company and the *Northampton* Corporation (acting by their Council) to enter into, execute, and carry into effect any Contract or Contracts for the Construction by the Company of a proper Bridge for carrying the said Road over the said Railway, with sufficient Approaches thereto, and also of such Alterations in the said existing Bridge over the River *Nene* and the Approaches thereto, as may be deemed necessary or desirable in connexion therewith or in consequence thereof, and with reference to the future Maintenance and Repair thereof, and for Payment by the *Northampton* Corporation to the Company of such Sum or Sums of Money (not exceeding in the whole One thousand and five hundred Pounds) towards such Construction and Alteration, in such Manner and Proportions as shall be agreed upon between them.

Agreements to be under Seal, &c.

XVIII. That every such Contract shall be in Writing under the respective Seals of the Company and the *Northampton* Corporation, and duly stamped; and every such Contract may in like Manner, by mutual

mutual Consent, be suspended, altered, or rescinded, either wholly or in part, and other Contracts may be entered into in substitution for the same, or in addition thereto.

Power for Northampton Corporation to borrow Money for certain Purposes.

XIX. That the *Northampton* Corporation (acting by their Council) may from Time to Time pay out of the Borough Fund or Borough Rates of the Borough of *Northampton*, or may borrow at Interest on the Security of the Corporate Estates or Borough Fund, or Rates of the Borough of *Northampton*, such Sums (not exceeding in the whole One thousand five hundred Pounds) as may be from Time to Time required for the Purposes of the Payments to be made by them as aforesaid, and may grant Mortgages of the Corporate Estates or Borough Fund or Rates accordingly: Provided always, that all Mortgages granted by the *Northampton* Corporation under this Act shall be without Prejudice to any Mortgages theretofore granted by them.

Reserving Powers under Nene Drainage Act for Lord Melbourne and others who may require Access from the navigable Part of the River to be made.

XX. And whereas in and by the Two hundred and thirtieth Section of "The *Nene Valley* Drainage and Navigation Improvement Act, 1852," it is, amongst other things, enacted, "That if at any Time or "Times thereafter, before the Expiration of the Period by the said "Act limited for the Completion of Works in the First District, Lord "*Melbourne*, Mrs. *Wilson*, *James* and *W* *Rice*, *Marmaduke* "*Wetherell*, Mr. *Willsden*, and *Anne Savage*, or others, the Owners "or Owner for the Time being of the Lands which should or might "be required for the Execution of the Works therein-after mentioned, "should, by Notice in Writing served upon the incorporated Com-"missioners, require such Commissioners to render available for the "Passage of Boats on any Part of the River, either within or in part "within and in part without the Borough of *Northampton* and the "Parish of *Dreston* respectively, which at the Time of giving any "such Notice might not be navigable, the incorporated Commission-"ers should, within Twelve Months next after the Service of any "such Notice, do such Works and remove all Obstructions in the "said River, in such Places and to such Extent as should be spe-"cified in such Notices, so that such Part of the River might be used "for the Passage of Boats from the navigable Part of the River to "the Field or Close of Land numbered Nineteen in the deposited "Plan and Section within mentioned, and described in the Book of "Reference thereto as the Land of Lord *Melbourne*, in the Occupa-"tion of Mr. *James Garratt*;" and for the Purpose of preventing any Obstruction of such Works, be it enacted, That nothing in this Act contained shall prejudice, alter, or affect the Rights and Powers of the said Commissioners to execute the said Works lastly herein-before referred to; and that whenever the said incorporated Commissioners are required to execute the said Works for rendering available for the Passage of Boats any Part of the River aforesaid the said Railway

Company shall and they are hereby required, at their own Expense, and to the reasonable Satisfaction of the Engineer for the Time being of the said incorporated Commissioners, to make and complete, and at all Times for ever thereafter, at their own Expense, to maintain and keep in repair, a good and substantial Bridge, and other Works connected therewith, necessary by reason of the Construction of the said Railway, for the said intended Navigation under the said Railway; and the Soffits of such Bridge shall be of the Height of not less than Eight Feet above the ordinary Surface of the Water in the said intended Navigation; and there shall be One Span or Opening in such Bridge of not less than Twenty Feet in the clear, for an open and uninterrupted Waterway in the said River or intended Navigation of not less than Fifteen Feet, with a Towing-path of not less than Five Feet.

Saving Rights of Northampton Corporation and incorporated Commissioners.

XXI. And whereas in and by the Two hundred and twenty-sixth Section of "The *Nene Valley* Drainage and Navigation Improvement Act, 1852," it is enacted, "That if at any Time or Times "thereafter, before the Expiration of the Period by the said Act "limited for the Completion of Works in the First District, the "*Northampton* Corporation shall, by Notice in Writing under their "Common Seal, served upon the incorporated Commissioners, "require them to render available for the Passage of Boats any Part "of the River, either wholly within or in part within and in part "without the Borough of *Northampton*, which at the Time of giving "any such Notice may not be navigable, the incorporated Commis-"sioners shall, within Twelve Months next after the Service of any "such Notice, do such Works as shall remove all Obstructions in "the said River, in such Places and to such Extent as shall be "specified in such Notice, so that such Part of the River may be "used for the Passage of Boats:" Be it enacted, That nothing in this Act contained shall diminish, alter, or take away any of the Rights, Privileges, Powers, and Authorities vested in the said *Northampton* Corporation and the said incorporated Commissioners acting under or by virtue of "The *Nene Valley* Drainage and Navigation Improvement Act, 1852," but that the same Rights, Privileges, Powers, and Authorities shall remain as fully, to all Intents and Purposes, as if this Act had not passed, save and except such Rights, Privileges, Powers, and Authorities as are by this Act expressly varied or altered.

As to Construction of Bridge for carrying Road over River Nene.

XXII. Provided always, That any new Bridge to be erected for carrying the Road numbered on the deposited Plans 11 in the Parish of *Saint Peter Northampton* over the River *Nene* and its Tributary, and the Watercourse therefrom, in such Parish, crossed by the said Road,

Road, shall be so constructed as that an Arch of at least Forty Feet Span shall be made over the said River or its Tributary, or the said Watercourse, in such Situation as shall be determined by Reference as herein-before mentioned; and the Foundations of such Bridge shall be laid at such Depth as shall admit of the deepening of the said River and its Tributary and the said Watercourse to the Extent authorized by "The *Nene Valley* Drainage and Navigation Improvement Act, 1852."

Mode of constructing Works of Railway affecting Drainage to be determined by Engineer.

XXIII. And in order that the Works of the Railway may not injure or retard the Drainage and Navigation of that Part of the Rivers and District under the Jurisdiction of the *Nene Valley* Drainage and Navigation Commissioners which is traversed by such Railway, or the authorized Improvements thereof, be it enacted, That, in addition to the Works to be constructed under the special Provisions herein contained, the Railway Company shall and they are hereby required, in constructing the Railway and Works within such Part of the District as is under the Jurisdiction of the *Nene Valley* Drainage and Navigation Improvement Commissioners, to construct such other Works in the Formation of the said Railway or connected therewith, for the Purpose of preventing Impediment in the Flow of Water into, through, or along the River *Nene* or any of its tributary Rivers or Streams, or any Drains or Watercourses communicating therewith, or any authorized Alteration or Diversion thereof, or the Flood Waters flowing through or over the Lands within such Jurisdiction, or to the intended Navigation thereof, and such Drains, Side Cuts, and Side Channels, and also such Viaducts, Bridges, Culverts, and other Openings near to, by the Side of, and under the said Railway, as shall be determined to be necessary and proper for the Purposes aforesaid by *James Meadows Rendel*, or other the Engineer for the Time being of the *Nene Valley* Drainage and Navigation Improvement Commissioners, and by *George Parker Bidder*, or the Engineer for the Time being of the Railway Company, and in case of their disagreeing about the Matters aforesaid, or any of them, by *John Fowler* Esquire, of *Queen Square Place, Westminster*, or in case of his Death, Refusal, or Incapacity to act, by an Engineer to be appointed by the President of the Institution of Civil Engineers for the Time being; and the Costs of the said Engineers and Reference shall be in the Discretion of the said Referees or Umpire.

The Company to make good all Injury occasioned by the Works of the Rail.

XXIV. That if at any Time after the Railway shall have been completed any Injury or Damage shall be occasioned or arise to the several Rivers within the Jurisdiction aforesaid, or without the said Jurisdiction, through and along which the Waters thereof pass to the Outfall

way to the Navigation.

Outfall at Sea, or to the Navigation thereof, or to the Banks or Towing-paths thereof, from the Formation of any Bridge, Embankments, Ditches, Culverts, or other Works of the Railway which may not have been foreseen or provided for by this Act, the Company shall make good and repair such Injury or Damage immediately after the Discovery thereof, and also make full Compensation to any Party or public Body aggrieved by such Injury or Damage, and shall also execute such Works for the Prevention of any future Injury as shall be deemed necessary, so far as relates to any Works belonging to or the Property of the said *Nene Valley* Drainage and Navigation Improvement Commissioners, by the Engineers of the said *Nene Valley* Drainage and Navigation Improvement Commissioners and of the Company, or by an Umpire appointed by them, and so far as relates to any Works belonging to or the Property of any other Body or Party, by Two Referees to be appointed for that Purpose, one to be appointed by the Railway Company, and the other by the respective Body or Party interested, or by an Umpire to be appointed by such Two Referees, such Works to be executed within such Time and in such Manner as shall be fixed and specified by such Engineer, Referees, or Umpire respectively; and such Damage and Compensation shall be payable to and recoverable by the Parties respectively aggrieved by all or any of the Ways or Means by which any Damage or Compensation is made recoverable by the said incorporated Acts, and that the Costs of the said Engineer and Reference shall in either Case be in the Discretion of the Arbitrators or Umpire.

Railway Company to keep certain Parts of Towing-paths in repair.

XXV. That the Railway Company shall and they are hereby required, at their own Expense, for ever hereafter to maintain and keep in perfect Repair such Parts of the several Barrier and other Banks and Towing-paths, for the Space or Distance of not less than Twenty-five Yards on each Side of the Railway, by the Sides of the said navigable or other Rivers, Cuts, Canals, Drains, and Watercourses within the Jurisdiction of the incorporated Commissioners aforesaid, as shall be altered or interfered with by the Company, except any metalling thereof; and the Expense for ever hereafter of repairing and amending and maintaining the same for the Space or Distance above mentioned, except as aforesaid, shall be borne and paid by the Company.

Where Railway shall affect the Course of present Towing-paths, Company to alter the

XXVI. That where, in the making or constructing of the Railway, it shall be necessary to alter the Course of any of the Towing-paths (if any) of the said navigable Rivers, Canals, Cuts, Drains, and Watercourses used for Navigation within or without the Jurisdiction aforesaid, or any Roadway or Drove upon, along, or under any of the Barrier or other Banks, or otherwise, the Company shall and they are hereby

hereby required to make such Alteration in a proper, convenient, and efficient Manner, and so as not to impede the Navigation of any of the said Rivers, Canals, Cuts, Drains, and Watercourses, or the Passage of any Roadways or Droves, and that the Navigation and Passage of Waters through the same, or the Passage of the said Roadways or Droves, shall not during the Construction of the Railway, or for the Repairs thereof when made, be hindered, impeded, or obstructed for a longer Period than shall be absolutely necessary for making, executing, erecting, or repairing any of the several Works necessary for the Construction or Repair of the Railway.

Course of such Towing-paths in a convenient Manner.

XXVII. That the Railway Company shall from Time to Time, and at all Times hereafter, well and sufficiently and substantially repair, uphold, maintain, and support all Works constructed by the Company within or without the Jurisdiction aforesaid, in any way affecting the Drainage or Navigation or Efficiency of the Works of the said incorporated Commissioners.

Railway Company to repair Works.

XXVIII. That the Details and Mode of constructing the several Bridges and other Works herein or by the said Referees directed to be executed for protecting the *Nene Valley* Drainage and Navigation, together with all necessary and contingent Works, whether temporary or permanent, and as well those which are as those which are not specifically mentioned, but which are necessarily consequent upon or fairly implied by the several Stipulations and Conditions herein provided for, shall be sent to an Engineer to be appointed by the said incorporated Commissioners, if they shall think fit, together with Drawings and Specifications, previously to the Commencement of the Works, which shall be commenced, carried on, and completed to the reasonable Satisfaction of such Engineer, and so that no Obstruction or Interruption shall be caused to the Boats or Barges passing along the said River *Nene*, or to the Horses hauling the same, nor to Drainage by such River, and the reasonable Costs of such Engineer shall be borne by the Company; and in case any Dispute shall arise between the Engineers of the said Company and of the Commissioners as to the said Drawings and Specifications, and as to the carrying on and Completion of the Works, the same shall be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845."

Works to be executed under the Superintendence of an Engineer.

XXIX. That any Land which may be required to be taken or used by the said Railway Company which at the Time of passing of this Act shall, under or by virtue of any Act of Parliament, be subject to any Drainage Taxes or Drainage Charges now or hereafter to be imposed on the said Lands under or by virtue of such Act, or any Act that may hereafter be passed for amending such Act, shall remain

Lands taken by the Railway Company to remain liable to the Drainage Taxes.

subject to the same Taxes and Charges, in the same Manner but not to any greater Extent than if this Act had not passed, or if such Lands had not been taken or used by the said Railway Company; and such Taxes and Charges, and any Penalties that may be incurred for Non-payment thereof, shall be recoverable, not only by Distress and Sale of any Goods and Chattels belonging to the said Railway Company, but also by and under the Powers and Provisions of any Act of Parliament under which the same Lands have been or shall be assessed, rated, taxed, or charged.

Railway Company to provide Means to remove Ice during Floods.

XXX. That the Railway Company shall, at all Times when the Occasion may arise, take all necessary Measures for removing and shall remove and cause to pass down with the Stream, so as not to obstruct the Flow of Water, any Ice that may be found at or against any of the Works of the Railway Company in any of the said navigable or other Rivers or Watercourses within or without the Jurisdiction aforesaid, so as to effectually prevent any Ice accumulating or remaining at or against any of the said Railway Works or Bridges; and if the Railway Company shall not so break and effectually remove the Ice, or if from any Cause whatever any Ice shall so accumulate against any of the said Works of the Railway Company, the Agents or Workmen of the said incorporated Commissioners, or of any other public Body interested in the said navigable or other Rivers, and having Control over the same, may proceed to take Measures for removing such Ice, and may recover the Amount of any Costs or Charges so incurred by Neglect of the Company in such and the like Manner as is directed for the summary Recovery of Penalties and Costs in the said incorporated Acts.

Saving the Rights of incorporated Commissioners in the Execution of their Works.

XXXI. That, except as hereby expressly authorized, nothing herein contained shall extend to prejudice, alter, lessen, control, or take away, or be deemed or construed to prejudice, alter, lessen, control, or take away, any of the Rights, Powers, or Authorities now vested in or enjoyed by the said incorporated Commissioners for deepening, widening, varying, altering, or diverting any existing Rivers, Drains, or Watercourses used for the Drainage of any Lands liable to be taxed under "The *Nene Valley* Drainage and Navigation Improvement Act, 1852," or to prejudice, lessen, prevent, or restrain the making of new Cuts, Rivers, Drains, or Watercourses by such Act authorized to be made for improving the Drainage or Navigation thereof, but that all such Rights, Powers, and Authorities of the said incorporated Commissioners, and all other Rights, Powers, and Authorities of such Commissioners, shall remain in as full Force, to all Intents and Purposes, as if this Act had not been passed: Provided always, that in so widening, deepening, varying, altering, or diverting the existing Rivers, Drains,

and

and Watercourses, or making any such new Cuts, Rivers, Drains, or Watercourses as aforesaid, nothing shall be done to impede or interfere with the Use of the Railway or the Traffic thereupon.

Railway Company to raise Works and prevent Injury.

XXXII. That if any Person or Body, at any Time after the Railway Company, or any Person employed or authorized by them, shall have begun to carry this Act into execution, shall sustain any Damage or Injury in his or their Lands, Tenements, or Hereditaments, by or in consequence of any lowering of the Banks of any of the said Rivers, Drains, or Watercourses within the Jurisdiction of the said incorporated Commissioners, by reason of any Works done by the Company, or from any Soakage through the new Banks that may be required or substituted by them, then and in such Case, upon due Notice of such Damage or Injury being given as aforesaid, the Company shall and they are hereby required to raise the Banks, and to effectually stop any Soakage and prevent such Injury.

Penalty on Company for Non-repair of Banks, &c.

XXXIII. That if the Company shall neglect or refuse to raise the Banks, or to stop the Soakage, or prevent such Injury as last aforesaid, for the Space of Fourteen Days after Notice requiring them to do so, they shall be subject to a Penalty not being less than Five Pounds for every Hour during which the same or any similar or like Obstruction, or such Damage or Injury thereby occasioned, shall at any Time occur, remain, or happen, after the Expiration of the Fourteen Days, which Penalty may be recovered against the Company by the said incorporated Commissioners in such and the like Manner as is directed for the summary Recovery of Penalties and Costs in the Acts incorporated in "The *Nene Valley* Drainage and Navigation Improvement Act, 1852."

Limiting Time for completing the Railways.

XXXIV. That the Railways hereby authorized shall be completed within Five Years from the passing of this Act; and on the Expiration of that Period the Powers by this Act granted to the Company for executing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Maximum Tolls by this Act authorized.

XXXV. That the Company may from Time to Time lawfully demand and receive from other Parties in respect of their Right to use the Railways by this Act authorized, and in respect of Carriages and Engines employed by such other Parties thereon respectively, any Tolls not exceeding the Tolls specified in the firstly herein-before recited Act.

Maximum Rates of Charges for Passengers.

XXXVI. That the Company may from Time to Time lawfully demand and receive, for the Conveyance by them of Passengers upon the

the said Railways, including every Expense incidental to such Conveyance, except Government Duty, any Sums not exceeding the maximum Rate of Charge prescribed by the firstly herein-before recited Act.

For Cattle, Goods, &c.

XXXVII. That the Company may from Time to Time lawfully demand and receive, for the Conveyance by the Company of Goods and Cattle upon the said Railways, including every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods, and for Delivery and Collection and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, any Sums not exceeding the maximum Charges prescribed by the said firstly-recited Act, and the same Regulations shall apply to all such Tolls, Rates, and Charges as apply to the Tolls, Rates, and Charges specified in the firstly herein-before recited Act.

Tolls for small Parcels.

XXXVIII. Provided always, That with respect to small Parcels carried on the Railways by this Act authorized the Company may lawfully demand the Tolls following; that is to say,

For the Carriage of small Parcels on the Railway or any Part thereof, as follows:

For any Parcel not exceeding Seven Pounds in Weight, Fourpence;

For any Parcel not exceeding Fourteen Pounds in Weight, Eightpence;

For any Parcel not exceeding Twenty-eight Pounds in Weight, One Shilling and Fourpence;

For any Parcel not exceeding Fifty-six Pounds in Weight, Two Shillings;

And for Parcels exceeding Fifty-six Pounds in Weight and not exceeding Five hundred Pounds in Weight the Company may demand any Sum which they think fit:

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

Certain Provisions of 9 & 10 Vict. c. cciv. to be applied to Ironstone and Iron Ore, &c.

XXXIX. Provided always, That for the Purposes of the Railway hereby authorized, and of the Traffic thereon, when and so often as any Number of Waggons or Carriages containing not less than Forty Tons of Coal, Slack, Cannel, Coke, Culm, Cinders, Ironstone and Iron Ore, or any of them, belonging to One and the same Individual, Firm, or Company, (such Individual, Firm, or Company not possessing or using on his own Account any Locomotive Engine on the said Railway,)

Railway,) shall be ready for Conveyance on the said Railway, the Company shall be bound and hereby required (due Notice of not less than Twenty-four Hours being given that such Waggons or Carriages and their Loads are stationed at the accustomed Place or Siding, and a Tender being previously made, subject as after mentioned, of a Sum equal to or exceeding the Amount of the lawful Tolls, Rates, and Charges payable in respect thereof,) to provide and supply sufficient Engine Power for drawing or conveying the said Waggons and Carriages and their Load, and to remove the same from such accustomed Place or Siding, and (so soon thereafter as a full Engine Load of similar Articles can, with due Diligence to be used by the Company, be made up,) to forward the same to their Destinations on the said Railway, and also within a reasonable Time after such Waggons or Carriages shall have been unloaded and discharged, and tendered or brought to the Place on the Railway to which they were forwarded by the Company, to return the same, at their own Cost, to the Place or Siding whence they were first removed by the Company: Provided always, that it shall be lawful for such Individual, Firm, or Company to pay such Tolls or Charges in advance in respect of any Coal, Slack, Cannel, Coke, Culm, Cinders, Ironstone, and Iron Ore, or any of them, intended to be carried; and such Payment in advance for any specified Quantity of Coal, Slack, Cannel, Coke, Culm, Cinders, Ironstone, and Iron Ore, or any of them, shall be equal in all respects to a Tender of Tolls on each particular Load, so long as such specified Quantity has not been carried: Provided also, that when and so often as the Waggons or Carriages shall belong to One and the same Individual or Firm or Company, not being the Railway Company, and the Locomotive Engine shall belong to the Railway Company, then the maximum Tolls, Rates, and Charges made payable under this Act by such Individual or Firm or Company aforesaid, in respect of such Ironstone and Iron Ore, shall be subject to a Deduction of One Eighth of a Penny *per* Ton *per* Mile.

Power to apply Corporate Funds to Purposes of this Act.

XL. That it shall be lawful for the Company to apply to the Construction of the Railways and Works by this Act authorized all or any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage, by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable.

Dividends suspended if Railways not opened within a limited Period.

XLI. That if the Railways by this Act authorized to be constructed shall not be completed and opened for public Traffic within Five Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company to declare or pay any Dividend

dend on the ordinary or unguaranteed Capital of the Company until the said Railways shall have been completed and opened for public Traffic.

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

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

Railways to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

XLIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railways*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Company so far as the same shall be applicable thereto.

Railways not exempt from Provisions of future General Acts.

XLIV. That nothing herein contained shall be deemed or construed to exempt the Railways by this or any other Act relating to the Company authorized to be made, or the Company, from the Provisions of any General Act relating to such Acts, or of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament,

ment, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels, authorized by this or any other Act relating to the Company.

XLV. That all the Costs, Charges, and Expenses of and incident to the obtaining of this Act, and preparatory thereto, shall be paid by the Company. Expenses of Act.

XLVI. That in citing this Act it shall be sufficient to describe it as "The *London and North-western* Railway (*Northampton and Market Harborough*, &c. Branches) Act, 1853." Short Title.

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