ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. cix.

An Act for authorizing the making and maintaining of Lines of Railway to connect the *Andover and Redbridge* Railway with the *London and South-western* Railway; and for the Amalgamation of the *Andover and Redbridge* Railway with the *London and South-western* Railway; and for other Purposes. [29th *June* 1863.]

WHEREAS by "The *Andover and Redbridge* Railway Act, 1858," (in this Act called "The Act of 1858,") the *Andover and Redbridge* Railway Company (in this Act called "The *Andover* Company") were incorporated, and were authorized to raise a Capital of One hundred and thirty thousand Pounds by Shares, and to borrow on Mortgage or Bond not exceeding Forty-three thousand Pounds, and to make and maintain a Main Line of Railway from *Andover* to *Redbridge* (in this Act called "The *Andover* Main Line"), with a Branch therefrom at *Redbridge* (in this Act called "The *Redbridge* Branch") to terminate near to the *Redbridge* Station on the *Southampton and Dorchester* Line of the *London and South-western* Railway (in this Act called "The *South-western* Railway"): And whereas the Act of 1858 contained divers Provisions in favour of the *London and South-western* Railway Company (in this Act called "The *South-western* Company"), and

21 & 22 Vict. c. lxxxii.

and it was enacted (Section Twenty-five) to the Effect that the *Andover* Company should so make and maintain the *Redbridge* Branch as to enable a convenient Junction to be made by the *South-western* Company, or with their Consent by the *Andover* Company, between the same and the *Southampton and Dorchester* Line of the *South-western* Railway, and if the *Andover* Company did not make the Junction they should not in any way oppose or seek to prevent the making thereof by the *South-western* Company, who should immediately on the Completion of the *Redbridge* Branch make the Junction; and if there should be any Difference between the Companies with reference thereto the same should be settled by an Arbitrator appointed by the Board of Trade; and the *Andover* Company should not open the *Andover* Railway between *Romsey* and *Redbridge*, or any Part thereof, for public Traffic until they had completed and unless they simultaneously opened for Traffic the *Redbridge* Branch: And whereas by "The *Andover and Redbridge* Railway Act, 1860," (in this Act called "The Act of 1860,") the *Andover* Company were authorized to make and maintain divers Works by way of Alteration of the originally authorized *Andover* Main Line and other Works, and to abandon the making of a Portion of the originally authorized *Andover* Main Line: And whereas the Act of 1860 did not in any way affect any of the Provisions of the Act of 1858 for the Protection of the *South-western* Company: And whereas by "The *Andover and Redbridge* Railway (Amendment) Act, 1862," (in this Act called "The Act of 1862,") the *Andover* Company were authorized (Section Seven) to carry the *Redbridge* Branch across and on the Level of a public Road in the Parish of *Milbrook*, and to raise an additional Capital of Fifteen thousand Pounds by new Shares, and to borrow an additional Sum not exceeding Five thousand Pounds: And whereas by the Act of 1862 (Section Eleven) it was enacted, that nothing in that Act should in any way interfere with or diminish the Powers contained in Section Twenty-five of the Act of 1858 in favour of the *South-western* Company, or with any of the Provisions in that Section: And whereas the *Andover* Company have made considerable Progress in the making of the *Andover* Main Line, but the Works thereof are in a very incomplete State: And whereas the *Andover* Company have not begun the making of the *Redbridge* Branch: And whereas the Rights of the *South-western* Company and the Obligations of the *Andover* Company with respect to the *Redbridge* Branch are still in full Force: And whereas the Cost of making and completing the *Andover* Main Line and the *Redbridge* Branch will exceed the Amount which the *Andover* Company are authorized to raise by Shares and by borrowing: And whereas the Completion of the *Andover* Main Line as a Narrow Gauge Railway in communication with the System of Railways of the *South-western* Company, which are Narrow Gauge Railways, and with which Junctions of the *Andover* Main Line at or near to *Andover* and *Michaelmarsh* and *Romsey* respectively could be made, would be of public Advantage, and in order thereto the *South-western*

23 & 24 Vict. c. l.

25 & 26 Vict. c. clxxvii.

western Company are willing and it is expedient that they be authorized to make and maintain the Junction Lines of Railway and Junctions by this Act authorized: And whereas the making of One of those Junction Lines would render unnecessary the making of a Portion of the *Andover* Main Line, and it is expedient that the making of that Portion be abandoned: And whereas an Agreement between the *Andover* Company and the *South-western* Company for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Andover* Company with the Undertaking, Railway, Property, and Effects of the *South-western* Company has been entered into, and a Copy thereof is set forth in the First Schedule to this Act annexed, and it is expedient that that Agreement be confirmed and carried into effect, and that Provision be made for the Dissolution and winding-up of the Affairs of the *Andover* Company: And whereas it is expedient that the *South-western* Company be authorized to raise further Monies: And whereas for the Purposes of this Act Plans and Sections showing the Lines and Levels of the several intended Junction Lines, and the Lands proposed to be taken for the Purposes thereof, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, were in the Month of *November* last deposited with the Clerk of the Peace for the County of *Southampton*, and those Plans, Sections, and Books of Reference are in this Act referred to as "the original deposited Plans, Sections, and Books of Reference:" And whereas during the Progress of this Act through Parliament an Alteration of the Line or Course of the intended Line, called "The *Michaelmarsh Junction* Line," has been deemed expedient, and Plans and Sections showing the Line and Levels of the altered Line, with Books of Reference thereto, were in the Month of *March* in the present Year deposited with the said Clerk of the Peace, and those Plans, Sections, and Books of Reference are in this Act referred to as "the additional deposited Plans, Sections, and Books of Reference:" And whereas the Objects of this Act 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:

1. This Act may for all Purposes be cited as "*Andover and Redbridge* and *South-western* Railways Act, 1863." Short Title.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Sections or Provisions of those Acts respectively are expressly varied or excepted by this Act,) are incorporated with this Act. 8 & 9 Vict. cc. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

3. The

Part of 8 & 9 Vict. c. 16. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares upon Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money by the Company on Mortgage or Bond;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of Shares into Stock;

With respect to affording Access to the Special Act.

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided, that the Expression "Superior Courts" in those Acts includes for the Purposes of this Act any County or other Court having by Law Cognizance of the Action; and the Expression "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt, and not a Debt or Demand created by Statute.

Clerk of the Peace to retain the additional Plans.

5. The Clerk of the Peace for the County of *Southampton* shall retain the additional deposited Plans, Sections, and Book of Reference, and all the Clauses and Provisions of the Public General Act, First *Victoria*, Chapter Eighty-three, shall extend and apply thereto.

Power for South-western Company to take and use Lands for Works authorized by Act.

6. For the Purposes of the several Works by this Act authorized, and shown on the original deposited Plans and the additional deposited Plans, or either of them, the *South-western* Company from Time to Time may use such of their Lands shown on those Plans as they think fit, and, subject to the Provisions of this Act, the *South-western* Company from Time to Time may enter upon, take, and use such of the other Lands shown on the original deposited Plans, and specified in the original deposited Books of Reference (excepting such of those Lands in the Parishes of *Mottisfont* and *Michaelmarsh*, or One of them, as are not shown on the additional deposited Plans, and specified in the additional deposited Books of Reference), and also such of the other Lands shown on the additional deposited Plans, and specified in the additional deposited Books of Reference, as they think requisite, or may by Agreement purchase, take, and use any Rights, Easements, or Privileges in

or

or affecting those respective Lands, or any of them, without taking any greater or other Estate or Interest therein, and without taking the Lands themselves.

Powers for compulsory Purchases limited.

7. The Powers of the *South-western* Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years after the passing of this Act.

Lands for extraordinary Purposes.

8. For any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, the *South-western* Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be taken compulsorily, any Quantity of Land adjoining or near to the Railway not exceeding in the whole Five Acres.

Power to South-western Company to make Works.

9. Subject to the Provisions of this Act, the *South-western* Company may make in the Lands shown on the original deposited Plans, and specified in the original deposited Books of Reference, the several Works by this Act authorized (except the *Michaelmarsh Junction* Line), and, so far as the same are shown on the original deposited Plans and Sections, may make the same in the Lines and in accordance with the Levels shown thereon respectively, and may make in the Lands shown on the additional deposited Plans, and specified in the additional deposited Books of Reference, the *Michaelmarsh Junction* Line by this Act authorized, and the Works connected therewith, and, so far as the same are shown on the additional deposited Plans and Sections, may make the same in the Line and in accordance with the Levels shown thereon respectively.

Works authorized by Act.

10. The several Works by this Act authorized comprise the following Railways and Works, with all proper and sufficient Sidings, Stations, Buildings, Approaches, Works, and Conveniences connected therewith; (that is to say,)

THE ANDOVER JUNCTION LINE.

A Railway, all in the Parish of *Andover*, commencing by a Junction with the *Basingstoke and Salisbury* Branch of the *South-western* Railway, and terminating by a Junction with the authorized *Andover* Main Line.

THE MICHAELMARSH JUNCTION LINE.

A Railway commencing in the Parish of *Michaelmarsh* by a Junction with the authorized *Andover* Main Line, and terminating in that Parish by a Junction with the *Bishopstoke and Salisbury* Branch of the *South-western* Railway near *Kimbridge Farm House*, all in the Parishes of *Mottisfont* and *Michaelmarsh*, or One of them.

THE ROMSEY JUNCTION LINE.

A Railway, all in the Parish of *Romsey Extra*, commencing by a Junction with the *Bishopstoke and Salisbury* Branch of the *South-western* Railway, and terminating by a Junction with the authorized *Andover* Main Line.

As to Gauge of Junction Lines.

11. The *South-western* Company shall make and maintain the Junction Lines by this Act authorized on the same Gauge as the Gauge of the *South-western* Railway.

Level Crossings.

12. Subject to the Provisions of this Act, the *South-western* Company may carry the *Andover Junction* Line across and on the Level of the Road numbered on the deposited Plans 50, in the Parish of *Andover*: Provided always, that no more than a double Line of Railway shall be laid down on such level Crossing.

Company to erect a Bridge for Foot Passengers over level Crossing if required by Corporation of Andover.

13. The Company, if required, in Writing under the Corporate Seal of the Mayor, Aldermen, and Burgesses of the Borough of *Andover*, shall erect and maintain over the *Andover Junction* Line by this Act authorized, and in or near the Line of the Turnpike Road numbered 50, in the Parish of *Andover*, a Bridge sufficient and convenient for the Use of Foot Passengers passing along that Turnpike Road.

As to shunting of Trains.

14. In shunting Trains, the Engines, Carriages, or Waggons shall not pass over any level Crossing, and no Train, Engine, Carriage, or Waggon shall stand on any level Crossing.

Station or Lodge at level Crossing.

15. For the greater Convenience and Security of the Public the *South-western* Company shall erect and permanently maintain a Lodge at the Point where the Railway crosses any Road on the Level; and the *South-western* Company shall be subject to and abide by all such Rules and Regulations with respect to the crossing of the Road on the Level, or with respect to the Speed at which Trains shall pass the Road, as are from Time to Time made by the Board of Trade; and if the *South-western* Company fail to erect and at all Times to maintain a Lodge, or to appoint a proper Person to watch and superintend the Crossing at such Point, or to observe or abide by any such Rule or Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and a daily Penalty of Ten Pounds for every Day the Offence continues after the Penalty of Twenty Pounds is incurred.

Bridge instead of level Crossing.

16. The Board of Trade, if it appear to them necessary for the public Safety, may at any Time, either before or after the Railway to be carried across any Road on the Level is completed, require the *South-western* Company, within such Time as the Board of Trade direct, and at the Expense of the *South-western* Company, to carry the Road either under

or

or over the Railway by means of a Bridge or Arch instead of crossing it on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade best adapted for removing or diminishing the Danger arising from the level Crossing.

South-western Company to provide Signals, &c. at Junctions.

17. The *South-western* Company from Time to Time may erect, maintain, and alter, as well on the Lands now of the *Andover* Company as on their own Lands at and near to the several Junctions by this Act authorized, such Signals and such Works and Conveniences connected therewith, and may provide and employ for the Purposes of the same such Signalmen, Pointsmen, Watchmen, and others, as the *South-western* Company from Time to Time think proper and sufficient for avoiding Accidents and Interference with Traffic.

Period for Completion of Works.

18. The Junction Lines by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers of the *South-western* Company for making the Junction Lines respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Penalty for Noncompletion of Junction Lines within Period limited for Completion thereof.

19. After the Expiration of the Period by this Act limited for the Completion of the Junction Lines, if they be not then completed, the *South-western* Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Junction Lines respectively are completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate, to be obtained from the Board of Trade, that the *South-western* Company were prevented from completing or opening the Junction Lines, or any of them, by unforeseen Accident or Circumstances beyond their Control: Provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Andover Company to abandon making of Part of Andover Main Line.

20. The *Andover* Company may and shall abandon the making of so much of the authorized *Andover* Main Line in the Parishes of *Romsey Extra*, *Timsbury*, and *Michaelmarsh* as is situate between the Fourth Mile and Fourth Furlong and the Ninth Mile shown on the deposited Plans thereof referred to in the Act of 1858.

Compensation to be made in respect of Part of Andover Main Line abandoned.

21. Where before the passing of this Act any Contract was entered into or Notice given by the *Andover* Company for purchasing any Land which they were authorized to purchase for the Purpose of making the Portion of the *Andover* Main Line which they are by this Act authorized and required to abandon, full Compensation shall be made by the *South-western* Company to the Owners or Occupiers or other Persons interested in those Lands for all Injury or Damage sustained by them respectively by

by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner by "The Lands Clauses Consolidation Act, 1845," provided for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation for Damage to Lands by Entry, &c.

22. The Abandonment by the *Andover* Company under the Authority of this Act of the making of a Portion of the *Andover* Main Line shall not prejudice or affect the Right of the Owner or Occupier of any Land which the *Andover* Company were authorized to purchase for the Purpose of making the same to receive Compensation from the *South-western* Company, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the *Andover* Company on the Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out the Line of Railway.

Agreement between Andover Company and South-western Company in Schedule confirmed.

23. The Agreement between the *Andover* Company and the *South-western* Company, a Copy of which is set forth in the Schedule to this Act annexed (in this Act called the Scheduled Agreement), is by this Act confirmed and made binding on the Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect: Provided, that if and where any of the Provisions of this Act are repugnant to or inconsistent with any of the Provisions of the Scheduled Agreement, the Provisions of this Act shall overrule the Provisions of the Scheduled Agreement.

Undertaking, &c. of Andover Company vested in South-western Company.

24. The Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Andover* Company were by virtue of the several Acts relating to them, or otherwise howsoever, immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, and subject to all the Debenture and other Debts, Liabilities, and Engagements whatsoever of the *Andover* Company, are by this Act vested in the *South-western* Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and as between the Two Companies, and also as between the *South-western* Company and the Shareholders of the *Andover* Company, the Amalgamation shall be deemed to have taken place on the Fourteenth Day of *November* One thousand eight hundred and sixty-two: Provided that with respect to the Debenture and other Debts, Liabilities, and Engagements of the *Andover* Company, the *South-western* Company shall be entitled to the Indemnities intended to be secured to them by the Scheduled Agreement.

25. Subject

Andover Company dissolved, and South-western Company to represent them.

25. Subject to the Provisions of this Act, the *Andover* Company shall, on the passing of this Act, be dissolved and cease to exist, and thenceforth, except as is by this Act otherwise expressly provided, the *South-western* Company shall to all Intents represent the *Andover* Company as if the Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

South-western Company's Capital increased by Amount of Andover Capital.

26. The Capital of the *South-western* Company is by this Act increased by the Amount of the authorized Capital of the *Andover* Company, and, except only as is by this Act otherwise provided, the *South-western* Company from Time to Time may raise by new Shares all or any Part of the Amount by which their Capital is so increased.

As to Amount of Capital to be raised by South-western Company.

27. Provided, That the Amount of Capital which the *South-western* Company may so raise by new Shares shall from Time to Time be reduced by an Amount equal to Twenty-five Years Purchase of the *South-western* (*Andover*) Annuities created under this Act, and from Time to Time subsisting.

South-western Company's borrowing Powers increased in respect of Andover Debt.

28. The Amount which the *South-western* Company are authorized to borrow on Mortgage or Bond is by this Act increased by the Amount which the *Andover* Company are authorized to borrow on Mortgage or Bond.

Debenture Debt of Andover Company to be Debenture Debt of South-western Company.

29. Provided, That the Debenture Debt of the *Andover* Company shall be Debenture Debt of the *South-western* Company, and shall be deemed to be Debenture Debt of the *South-western* Company created by the Exercise by them of their increased borrowing Power in that Behalf under this Act.

Recited Acts relating to Andover Company to relate to South-western Company.

30. Subject to the Provisions of this Act, the several Provisions of the recited Acts relating to the *Andover* Company shall relate to the *South-western* Company as if those Provisions respectively had originally related to the *South-western* Company instead of to the *Andover* Company, and shall be read and have Effect accordingly.

Provisions of other Acts relating to Andover Company applied to South-western Company.

31. Subject to the Provisions of this Act, all the Provisions of any and every Act (other than the recited Acts relating to the *Andover* Company) relating to the *Andover* Company, or their Directors, Officers, or Servants, shall, with respect to the Undertaking, Railway, Property, and Effects of the *Andover* Company, apply to the *South-western* Company, and their Directors, Officers, and Servants respectively, as if those Provisions respectively had originally related to the *South-western* Company, or their Directors, Officers, or Servants, instead of to the *Andover* Company, or their Directors, Officers, or Servants, and shall be read and have Effect accordingly.

General Saving of Rights.

32. Notwithstanding the Amalgamation by this Act of the Undertaking, Railway, Property, and Effects of the *Andover* Company with the Undertaking, Railway, Property, and Effects of the *South-western* Company, and the Dissolution of the *Andover* Company, and except only as is by this Act otherwise expressly provided, everything before the Amalgamation and Dissolution done, suffered, and confirmed respectively under or by the recited Acts, or any of them, and every Right by the recited Acts or any of them saved, shall be as valid as if the Amalgamation and Dissolution had not happened, and the Amalgamation and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights so saved, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Amalgamation and Dissolution had not happened, would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively by and with respect to the *Andover* Company, and all such Rights, Liabilities, Claims, and Demands affecting the *Andover* Company, the *South-western* Company shall to all Intents represent the *Andover* Company; provided that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act, save that the *South-western* Company shall be entitled to the Indemnities intended to be secured to them by the Scheduled Agreement.

Contracts, &c. preserved.

33. Notwithstanding the Amalgamation and Dissolution, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, and Contracts before the passing of this Act made under any of the Acts relating to the *Andover* Company, or with respect to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the *South-western* Company as if the same had been made or executed by, to, or with respect to the *South-western* Company instead of the *Andover* Company, and may be proceeded on and enforced by and against the *South-western* Company in like Manner to all Intents and Purposes as if the *South-western* Company instead of the *Andover* Company had been party or privy thereto, or referred to therein.

Actions not to abate.

34. Notwithstanding the Amalgamation and Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Andover* Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but shall continue and take effect, both in favour of and against the *South-western* Company, in like Manner to all Intents as, if the Amalgamation and Dissolution had not happened, the same might continue and take effect in favour of or against the *Andover* Company, save only that, where necessary, the *South-western* Company shall be substituted therein for the *Andover* Company.

35. Not-

As to Recovery of Debts due to or by the Andover Company.

35. Notwithstanding the Amalgamation and Dissolution, all Persons who immediately before the passing of this Act owed any Money to the *Andover* Company, or to any Persons on their Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the *South-western* Company, and all Monies which immediately before the passing of this Act were owing by or recoverable from the *Andover* Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the *South-western* Company: Provided that all Monies belonging to the *Andover* Company shall in accordance with the Scheduled Agreement be applied in or towards the Payment or Discharge of their Debts and Liabilities.

Penalties to be recoverable.

36. Notwithstanding the Amalgamation and Dissolution, all Penalties, Costs, Damages, and Expenses which, if the Amalgamation and Dissolution had not happened, would under any of the Acts relating to the *Andover* Company be or become payable to or recoverable by the *Andover* Company, or any other Person, shall be payable or recoverable in like Manner as if the Amalgamation and Dissolution had not happened, nevertheless the *South-western* Company, where necessary, being substituted in that Behalf for the *Andover* Company.

Certificates of Shares, &c. to be available.

37. Notwithstanding the Amalgamation and Dissolution, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under the Acts relating to the *Andover* Company, or any of them, of or with respect to any Shares of the Capital of the *Andover* Company, and all Contracts and Agreements relating to any of those Shares, shall, for the Purposes of this Act, continue in force and be available in all respects.

Amount of Shares unpaid to be paid.

38. Except only as is otherwise provided by the Scheduled Agreement, all Sums of Money from Time to Time payable and not paid in respect of Shares of the Capital of the *Andover* Company, and whether or not called up before the passing of this Act, shall be paid to and may be recovered by the *South-western* Company in like Manner in all respects as, if this Act were not passed, the same would be payable to and might be recovered by the *Andover* Company: Provided that all Monies so paid to or recovered by the *South-western* Company shall, in accordance with the Scheduled Agreement, be applied in or towards the Payment or Discharge of the Debts and Liabilities of the *Andover* Company.

Forfeiture of Shares.

39. After the passing of this Act the *South-western* Company from Time to Time may forfeit any Shares of the Capital of the *Andover* Company in like Manner as, if this Act were not passed, the same might be forfeited by the *Andover* Company.

40. Not-

Books, &c. continued Evidence.

40. Notwithstanding the Amalgamation and Dissolution, all Documents, Books, and Writings by any of the Acts relating to the *Andover* Company directed or authorized to be kept, and which if the Amalgamation and Dissolution had not happened would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Undertaking of South-western Company declared.

41. The Undertaking of the *South-western* Company shall comprise, in addition to the Lands and Works from Time to Time vested in them under the Authority of the several Acts relating to the *South-western* Company, or any of them, the several Railways, Buildings, Works, and Conveniences which under or by this Act the *South-western* Company make or maintain or acquire.

Railways to be deemed continuous as to Tolls.

42. In estimating Tolls or Charges the present Railways of the *South-western* Company, and the several Railways which under or by this Act they make or maintain or acquire, shall be deemed to be One continuous Line of Railway.

Tolls to be taken by South-western Company under Act.

43. Subject to the Provisions of the several Acts relating to the *South-western* Company applicable in that Behalf, the *South-western* Company may demand and take in respect of the several Junction Lines by this Act authorized, and also in respect of the *Andover* Railway, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the *South-western* Company, or any of them, the *South-western* Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Main Line of the *South-western* Railway, and in like Manner and with and subject to like Powers and Provisions in all respects as if the several Railways so made and the *Andover* Railway respectively were Part of their Main Line.

Maximum Tolls to be so taken.

44. Provided, That the maximum Charges to be made by the *South-western* Company with respect to the Tolls, Fares, Rates, and Charges for the User of the several Railways so made and the *Andover* Railway respectively, or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of Traffic thereon, shall not exceed the Sum in that Behalf limited by "The *London and South-western* Railway Company's (Amendment) Act, 1846:" Provided also, that those maximum Charges shall not extend to any Passenger, Animal, or Thing conveyed by any Special Train.

45. For

Power for South-western Company to raise further Capital for Works under Act.

45. For the Purposes of the Junction Lines by this Act authorized to be made by the *South-western* Company, and the Works and Conveniences connected therewith, the *South-western* Company from Time to Time may raise, by the Creation and Issue of new Shares or new Stock, and in addition to all other Capital which from Time to Time they by this Act or otherwise are authorized to raise, any Capital not exceeding Forty-five thousand Pounds.

Power for South-western Company to issue new Shares or new Stock of different Classes.

46. The new Shares or new Stock which the *South-western* Company may issue under this Act may be issued by them, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of the *South-western* Company specially convened for the Purpose, as the *South-western* Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, or terminable Dividend, not exceeding the Rate of Five Pounds *per Centum per Annum*; and the *South-western* Company may from Time to Time as they think fit fix the Amounts and Times of Payments of Calls on the new Shares.

Limits of Profits of South-western Company applicable to preferential Dividend on new Shares or new Stock under Act.

47. All new Shares or new Stock which the *South-western* Company issue under this Act shall be entitled to the preferential Dividend (if any) attached to the same by the *South-western* Company out of the Profits of the *South-western* Company in every Year, in priority to their ordinary Shares and ordinary Stock; but if in any Year ending with the Thirty-first Day of *December* there are not Profits available for the Payment of the full Amount of the preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the *South-western* Company.

Terms of preferential Shares or Stock to be stated on Certificates.

48. The Terms and Conditions to which any preferential Shares or preferential Stock of the *South-western* Company created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificates thereof.

Saving for existing preferential Shares and Stock of South-western Company.

49. Provided, That any Preference or Priority in the Payment of Dividend, which the *South-western* Company from Time to Time grant in respect of any new Shares or new Stock issued by them under this Act, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock theretofore granted by the *South-western* Company in pursuance of or confirmed by this Act or any Act passed before the passing of this Act, or which is then otherwise lawfully subsisting.

South-western Company may cancel unissued new Shares or Stock;

50. If after creating any new Shares or new Stock under this Act the *South-western* Company determine not to issue the whole of the new Shares or new Stock, they may cancel the unissued new Shares or unissued new Stock.

and may issue new Shares or Stock in place of Shares or Stock so cancelled.

51. Whenever the *South-western* Company under this Act cancel any Shares or Stock, they from Time to Time thereafter may create and issue, instead of the Shares or Stock so cancelled, new Shares or new Stock of an aggregate Amount not exceeding the aggregate Amount of what remained unpaid on the new Shares or new Stock so cancelled.

If South-western Company's ordinary Shares at a Premium, new Shares to be offered to existing Shareholders;

52. If at the Time of the issuing by the *South-western* Company of any new Shares or new Stock created by them under this Act their then ordinary Stock or ordinary Shares are at a Premium, then, unless the *South-western* Company shall at a Meeting of its Shareholders otherwise determine, the new Shares or new Stock to be then issued shall be of such Amount as will allow the same to be apportioned among the then Holders of the ordinary Stock and ordinary Shares in proportion as nearly as the *South-western* Company find convenient to the ordinary Stock and ordinary Shares held by them respectively, and shall be offered to them at Par in that Proportion.

but not if new Shares be less than 10*l.* each.

53. Provided, That the *South-western* Company shall not be bound to make any such Apportionment of new Shares or new Stock unless the new Shares or Portions of new Stock to be so apportioned would be of the nominal Amount of at least Ten Pounds each.

Offer to be made by Letter.

54. Every such Offer of new Shares or new Stock shall be made by Letter, under the Hand of the Treasurer or Secretary of the *South-western* Company, given to every such ordinary Stockholder or ordinary Shareholder, or sent by Post addressed to him according to his Address in the *South-western* Company's Register, or left for him at his usual or then last known Place of Abode or Business in *England*; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of the Post ought to be delivered at the Place to which it is addressed.

New Shares to vest in accepting Shareholders.

55. The new Shares or new Stock so offered shall vest in and belong to the ordinary Stockholders or ordinary Shareholders who accept the same, or their Nominees.

Disposal of new Shares to others.

56. If any such ordinary Stockholder or ordinary Shareholder fail for One Month after the Offer to him of the new Shares or new Stock to accept the same and pay the Deposit (if any) thereon, the *South-western* Company may dispose of the unaccepted new Shares or unaccepted new Stock to any other Persons.

57. Pro-

Enlargement of Time for accepting new Shares.

57. Provided, That where any such ordinary Stockholder or ordinary Shareholder, from Absence abroad or other Cause satisfactory to the *South-western* Company, omits to signify within the Time by this Act limited the Acceptance of the new Shares or new Stock offered to him, the *South-western* Company, if they think proper, but not otherwise, may permit him to accept the same notwithstanding the Time has elapsed.

General Power to dispose of unappropriated new Shares and Stock under Act.

58. Except as is by this Act otherwise provided with respect to the Offer of new Shares or new Stock to existing Holders of ordinary Stock and ordinary Shares, the *South-western* Company from Time to Time may dispose of to such Persons as they think fit the new Shares or new Stock the Appropriation of which is not by or under this Act otherwise provided for.

New Shares and Stock under Act to be Part of South-western Company's General Capital.

59. The new Capital from Time to Time raised by the *South-western* Company under this Act by new Shares and new Stock respectively shall be Part of their general Capital, and, except as is by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by the Capital so raised, and to and by Shares and Portions of Stock thereof, as to and by the *South-western* Company's present Capital and Shares and Portions of Stock respectively of like Amount.

Dividends on new Shares of South-western Company under Act.

60. Every Person who becomes entitled to any new Share or new Stock created by the *South-western* Company under this Act shall in respect of the same be a Shareholder or Stockholder of the *South-western* Company, and, unless the Rate of Dividend thereon be before the Time of the Issue thereof otherwise determined by the *South-western* Company, be entitled to a Dividend with the Holders of the other ordinary Stock and ordinary Shares of the *South-western* Company proportioned to the whole Amount from Time to Time actually paid on the new Shares or new Stock.

Power for South-western Company to borrow for Works under Act.

61. For the Purposes of the Junction Lines by this Act authorized to be made by the *South-western* Company, and the Works and Conveniences connected therewith, the *South-western* Company from Time to Time may borrow on Mortgage, and in addition to all other Sums which from Time to Time they by this Act or otherwise are authorized to borrow, any Sums not exceeding Fifteen thousand Pounds; provided that no Part of that Sum shall be borrowed until the whole of the additional Capital of Forty-five thousand Pounds, by this Act authorized to be raised by the *South-western* Company for like Purposes by new Shares or new Stock, is subscribed for or taken, and registered in the Books of the Company in the Names of Persons legally entitled to those new Shares or new Stock, and (with respect to new Shares) legally liable

to

to pay the Amounts from Time to Time unpaid in respect thereof, nor until One Half of that whole Capital is paid up.

Priority of existing South-western Mortgages.

62. Provided, That all Mortgages of the *South-western* Company granted before the passing of this Act shall, while in force, have Priority over all Mortgages granted by them under this Act.

Arrears of South-western Company may be enforced by Appointment of a Receiver.

63. The Mortgagees of the *South-western* Company under this Act may enforce the Payment of the Arrears of Interest, or of Principal and Interest, due on their Mortgages by the Appointment of a Receiver; and the Amount to authorize a Requisition for a Receiver is Ten thousand Pounds.

Application of Monies raised under Act by South-western Company.

64. Subject to the Provisions of this Act, all the Monies from Time to Time raised by the *South-western* Company under this Act by new Shares and new Stock, and by borrowing respectively, shall be applied to the Purposes of this Act.

Power for South-western Company to create South-western (Andover) Annuities for Purposes of Scheduled Agreement.

65. For the Purposes of the Amalgamation by this Act of the Undertaking, Railway, Property, and Effects of the *Andover* Company with the Undertaking, Railway, Property, and Effects of the *South-western* Company, that Company may create and issue, in accordance with the Provisions in that Behalf of this Act, Annuities, to be called "*South-western* (*Andover*) Annuities," to such an Amount as in accordance with the Scheduled Agreement is required: Provided that the Annuities shall be applicable only for the Purposes for which they are so created.

Annuities to be of 6*s.* each, and personal Estate and indivisible.

66. Every Annuity shall be of the Amount of Six Shillings each, and the Annuities shall be Personal Estate and transmissible as such, and shall not be of the Nature of Real Estate, and every Annuity shall be indivisible.

South-western Company charged with Payment of Annuities.

67. From and after the Time of the Creation of the Annuities the *South-western* Company shall be charged with the Payment thereof.

Annuities to be First Charge on Andover Company's Property acquired by South-western Company.

68. Subject to the Provisions of this Act, the Annuities shall be the First Charge on the Revenue of the *South-western* Company arising from the Undertaking, Railway, Property, and Effects of the *Andover* Company by this Act amalgamated with the Undertaking, Railway, Property, and Effects of the *South-western* Company, and from Time to Time remaining after Payment thereout of the current Expenses of the same properly chargeable against that Revenue, and the Interest of all Mortgages of the same created by the *Andover* Company, and from Time to Time in force, and that net Revenue, or a sufficient Portion thereof, shall accordingly be applied in or towards Payment of the

the Annuities in preference to all Interest and Dividends from Time to Time payable to any of the Debenture Holders, or Debenture Stock Holders, or Shareholders, whether preferential or ordinary, or Creditors of the *South-western* Company.

Provision in case of Deficiency of net Revenue from that Property.

69. If and when the net Revenue so applicable to the Payment of the Annuities is insufficient for the Purpose, the Deficiency shall be made good out of the Profits of the *South-western* Company from Time to Time applicable for Payment of Dividend on the ordinary Capital of the *South-western* Company.

South-western Company to issue Annuities to Andover General Shareholders or their Nominees.

70. The *South-western* Company shall issue the Annuities to the *Andover* General Shareholders, or their Nominees, in accordance with the Terms and Conditions in that Behalf of the Scheduled Agreement, and the Annuities shall vest in and belong to the Persons to whom the same are so issued.

Period for Payment of Annuities.

71. The Annuities shall be computed from the Day in that Behalf provided by the Scheduled Agreement, and shall be paid at the principal Office or Place of Business of the *South-western* Company in net Money, clear of all Deductions whatsoever (except any Income or Property Tax, or other Tax in the Nature thereof, legally chargeable in respect thereof), and shall fall due half-yearly, and be paid in accordance with the Provisions in that Behalf of the Scheduled Agreement.

Persons to whom Annuities payable.

72. The Annuities shall from Time to Time be payable and paid by the *South-western* Company to the several Persons in whom the Annuities are from Time to Time by virtue of this Act vested.

Limitation of Liability to pay Annuities.

73. Provided, That the *South-western* Company shall not be bound to pay any Annuity until the Person entitled thereto has demanded, as by this Act provided, a Certificate of the Annuity: Provided also, that any Annuity in arrear, and not wrongfully or wilfully withheld by the *South-western* Company, shall not bear Interest as against that Company.

As to Recovery of Arrears of Annuities.

74. If within Forty-two Days after any half-yearly or other Portion of any Annuity becomes payable, and after Demand thereof in Writing it be not paid, the Annuitant may sue the *South-western* Company in any County Court or other Court of competent Jurisdiction for the Amount so in arrear, and without Prejudice to his Right so to sue may require the Appointment of a Receiver in like Manner as if the Annuitant were a Mortgagee of the *South-western* Company; and the Amount of Arrear of Annuities to authorize a Requisition for a Receiver is One thousand Pounds.

Annuitants not entitled to vote at or attend Meetings.

75. The Annuitants, as such, shall not be entitled to vote or be present at any Meeting of the *South-western* Company, and, except as is by this Act expressly provided, shall not be entitled to interfere in any other way in any of the Affairs of that Company.

Company to issue Certificates of Annuities.

76. The *South-western* Company shall at their own Expense issue to every Person in whom any Annuity is by this Act vested, on Demand in Writing made by him of that Company, a Certificate of the Annuity; and the Certificate may be in the Form in the Second Schedule to this Act annexed, or to the like Effect, provided that not more than One Certificate shall be issued for the same Annuity.

Number of Certificates to be issued.

77. Subject to the Provisions of this Act, the Certificates for Annuities issued to any Person entitled thereto shall be so many, and each of them for so many Annuities, but not exceeding in the aggregate the whole Number of his Annuities, as he, by Notice in Writing to the *South-western* Company, requires: Provided, that the *South-western* Company may demand of every such Person requiring more than One Certificate for his Annuities not exceeding Two Shillings and Sixpence for every Certificate issued to him beyond One: Provided also, that if and so far as any Person entitled to more than One Annuity does not require any particular Number of Certificates to be issued to him, then the Certificates issued to him shall be so many, and each of them for so many Annuities, but not exceeding in the aggregate the whole Number of his Annuities, as the *South-western* Company think fit; but they shall not demand any Sum for any such Certificate.

Annuities to be numbered, and Certificates to show Numbers.

78. The Annuities shall be numbered in arithmetical Progression, beginning with Number 1; and every Certificate shall distinguish by their appropriate Numbers the Annuities for which it is issued.

Certificate to be Evidence.

79. The Certificate of any Annuity shall be admitted in all Courts as *primâ facie* Evidence of the Title of the Holder thereof to the Annuity therein specified, nevertheless the Want of the Certificate shall not prevent the Holder of any Annuity from disposing of the Annuity.

Certificates of Shares to be exchanged for Certificates of Annuities.

80. If and when the *South-western* Company so think fit, they may require the *Andover* General Shareholders to deliver to the *South-western* Company their respective Certificates of the *Andover* General Shares in respect of which Annuities are to be issued in exchange for the Certificates of the Annuities to be issued to them respectively.

Certificates to be renewed.

81. If the Certificate of any Annuity be worn out or damaged, then, on its being produced at some Meeting of the Directors of the *South-western* Company, they may order it to be cancelled, and it shall be cancelled by that Company accordingly, and thereupon the *South-western* Company

Company shall issue a similar Certificate to the Person then entitled to the Certificate so worn out or damaged; or if any Certificate be lost or destroyed, then, on Proof thereof to the Satisfaction of the Directors, the *South-western* Company shall issue a similar Certificate to the Person then entitled to the Certificate so lost or destroyed; and in every such Case a due Entry of the substituted Certificate shall be made by the *South-western* Company in the Register of Annuitants provided for by this Act, and for every such substituted Certificate that Company may demand not exceeding Two Shillings and Sixpence.

Substitution of Certificates.

82. Where any Annuitant wishes to have several Certificates each for some of his Annuities, instead of One Certificate for all his Annuities, or to have One Certificate for all his Annuities instead of several Certificates each for some of his Annuities, then, on Demand in Writing by him of the *South-western* Company, and on his Certificate or Certificates being produced at some Meeting of the Directors of that Company, and being cancelled, the *South-western* Company shall issue to him several Certificates or One Certificate accordingly; and in every such Case a due Entry of the substituted Certificates or Certificate shall be made by the *South-western* Company in the Register of Annuitants provided for by this Act, and for every such substituted Certificate that Company may demand not exceeding Two Shillings and Sixpence.

Register of Annuitants.

83. The *South-western* Company shall keep a Book, to be called "The Register of *South-western* (*Andover*) Annuitants," and from Time to Time shall enter therein fairly and distinctly the Names of the several Corporations, and the Names and Addresses of the several Persons respectively entitled to the Annuities, and the Number of Annuities to which they respectively are entitled; and the respective Amounts of their Annuities, and the Number of Certificates of Annuities to which they respectively are entitled, and the Number of Annuities for which every such Certificate is issued, and their respective Corporate Names and Surnames, shall be entered in alphabetical Order.

Annuitants Address Book.

84. In addition to the Register of Annuitants, the *South-western* Company shall keep another Book, to be called "The *South-western* (*Andover*) Annuitants Address Book," and from Time to Time shall enter therein fairly and distinctly in alphabetical Order the corporate Names, with the Places of Business of the Annuitants, being Corporations, and the Surnames of the other Annuitants, with their respective Prenames, Places of Abode, and Descriptions, so far as the same are known to the *South-western* Company.

Inspection of Registers.

85. Every Annuitant, and every Shareholder of the *South-western* Company, or, if the Annuitant or Shareholder be a Corporation, the Clerk

Clerk or Agent of the Corporation, may at all convenient Times inspect "The Register of the *South-western* (*Andover*) Annuitants" and "The *South-western* (*Andover*) Annuitants Address Book" respectively *gratis*, and require a Copy thereof, or any Part thereof, and for every One hundred Words so required to be copied the *South-western* Company may demand not exceeding Sixpence.

Certain Provisions of 8 & 9 Vict. c. 16. as to Transfers, &c. to apply to Annuities.

86. The several Provisions with respect to the Transfer or Transmission of Shares of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, apply *mutatis mutandis* to the Annuities, and to the Transfers and Transmission thereof, and to the closing of the Transfer Book of the Annuities, and to the Freedom of the *South-western* Company from seeing to the Execution of Trusts to which the Annuities may be subject, and to Receipts for the Annuities: Provided, that the Book to be kept in accordance with those Provisions shall be called "The Register of Transfers of *South-western* (*Andover*) Annuities."

Interest not to be paid on Calls paid up.

87. The *South-western* Company and the *Andover* Company respectively shall not, out of any Monies by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him; provided that the respective Company may pay to any Shareholder Interest on Money advanced by him beyond the Amount of Calls actually made, in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845."

Deposits on future Bills not to be paid out of Capital.

88. The *South-western* Company and the *Andover* Company respectively shall not, out of any Monies by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to make any Railway, or execute any other Work or Undertaking.

Saving Rights of Companies.

89. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall in any way take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the *South-western* Company or of the *Andover* Company.

Railways not exempt from Provisions of present and

90. This Act or anything therein shall not exempt any Railway to which this Act relates from the Provisions of any General Act relating to Railways, or to the Audit of the Accounts of Railway Companies, or from

from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Tolls and Fares by the recited Acts, or any of them, or this Act authorized, or the Rates for small Parcels thereby authorized. future General Acts.

91. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining, and passing of this Act shall be borne and paid by the *South-western* Company. Expenses of Act.

SCHEDULES referred to in the foregoing Act.

The FIRST SCHEDULE.

ARTICLES of AGREEMENT made the Twenty-sixth Day of February in the Year of our Lord One thousand eight hundred and sixty-three between the Andover and Redbridge Railway Company (herein-after called the Andover Company) of the one Part, and the London and South-western Railway Company (herein-after called the South-western Company) of the other Part, whereby it is mutually agreed by and between the Two Companies as follows; that is to say,

Article 1. Subject to the Sanction of Parliament, the Undertaking, Railway, Buildings, Works, Lands, Funds, Property and Effects, Powers, Authorities, Rights, and Privileges whatsoever of the Andover Company (herein-after called the Andover Railway and Premises) shall be by Act of Parliament vested in the South-western Company, and amalgamated with their Undertaking, Railway, Property and Effects, Powers, Authorities, Rights, and Privileges.

Article 2. The Andover Railway and Premises shall be so vested in the South-western Company, subject to all the Debenture and other Debts, Liabilities, and Engagements whatsoever of the Andover Company, and the South-western Company will duly pay or discharge the same, or provide the Andover Company with Money for the Purpose.

Article 3. The several Debts, Liabilities, and Engagements of the Andover Company, to be so paid or discharged by the South-western Company at their own Expense, include the Amount still required for the Completion of the Andover Railway, and the Works and Conveniences connected therewith, and for the Purchase of and Compensation for all Lands required for the same, the Purchase Money or Compensation for which was not paid or deposited in the Bank of England or with Trustees, or otherwise, before the Fourteenth Day of November One thousand eight hundred and sixty-two, and also for the Payment to Messieurs Tredwell and Company of One thousand six hundred and ninety-five Pounds for Seven thousand Sleepers now on the Ground and unused, and being Part of the Property and Effects of the Andover Company.

Article 4. Provided, That the Debenture Debt of the Andover Company to be so paid or discharged by the South-western Company at their own Expense shall not exceed Forty-three thousand Pounds, inclusive of Eight thousand Pounds secured to the Great Western Railway Company, with Interest thereon from the Fourteenth Day of November One thousand eight hundred and sixty-two.

Article 5. If the Debenture Debt of the Andover Company, inclusive of the Eight thousand Pounds secured to the Great Western Railway Company, exceeds Forty-three thousand Pounds, the Excess thereof, and all Interest thereon, shall be made good to the South-western Company as herein-after provided for.

Article 6. Provided, That the Debts, Liabilities, and Engagements, up to the Fourteenth Day of November One thousand eight hundred and sixty-two, of the Andover Company on Capital and Revenue Account respectively to be so paid or discharged by the South-western Company at their own Expense, exclusive of the Debenture Debt of the Andover Company, and exclusive also of their Liability to Mr. Hattersley, shall not exceed Thirty thousand Pounds.

Article 7. If the Debts, Liabilities, and Engagements of the Andover Company on Capital and Revenue Account, exclusive of their Debenture Debt, and of their Liability to Mr. Hattersley, exceed Thirty thousand Pounds, the Excess thereof shall be made good to the South-western Company as herein-after provided for.

Article 8. It is understood that the Andover Company have paid for and obtained a Conveyance to themselves of the Andover Canal Undertaking and all its Property, but if any Amount be unpaid in respect thereof it shall be made good to the South-western Company as herein-after provided for, any Rentcharge thereon being considered to be a Liability of the Andover Company amounting to Twenty-five Years Purchase of the Rentcharge.

Article 9. If not later than Twenty-eight Days after the Execution of these Presents the Chairman of the Andover Company so requires, a Finance Committee, consisting of himself and One other of the Directors of the Andover Company named by him, and their Successors, to be named as herein-after provided for, and Two Directors of the Andover Company from Time to Time named by the South-western Company's Board of Directors, shall be forthwith appointed; and the Payment or Discharge of the Debts, Liabilities, and Engagements of the Andover Company shall be conducted under the Superintendence of the Finance Committee.

Article 10. An accurate Account of the Debts, Liabilities, and Engagements whatsoever of the Andover Company shall be forthwith delivered by them to the South-western Company, and be verified by the Signature of the Chairman of the Andover Company.

Article 11. The Finance Committee, if appointed, and if not, the Andover Company's Board of Directors, shall make and keep proper and sufficient distinct Accounts, with proper and sufficient Vouchers, of all Debts, Liabilities, and Engagements of the Andover Company, and of the Payment or Discharge from Time to Time thereof.

Article 12. By the Expression "The Andover General Capital," herein-after employed, is meant so much of the Capital of the Andover Company as is represented by the Shares which are specified in the Schedule hereto (herein-after called the Scheduled Shares), and by the Expression "The Andover General Shareholders," herein-after employed, is meant the several Persons who from Time to Time are the Holders of the Scheduled Shares.

Article 13. Without Prejudice to the Right of the Andover Company to forfeit any of the Scheduled Shares, the Andover General Shareholders shall forthwith pay up in full their respective Shares of the Andover General Capital, and in order thereto the Andover Company will take such Steps as are proper and sufficient for insuring Payment accordingly, and the Andover Company will duly apply the Amount so paid up in or towards Payment or Discharge of their Debts, Liabilities, and Engagements.

Article 14. Forthwith after the Andover Railway and Premises are in accordance with these Presents vested in the South-western Company they will issue to the Andover General Shareholders who pay up in full their respective

respective Shares of the Andover General Capital perpetual Annuities (hereinafter called the South-western Andover Annuities) at the Rate of Three Pounds per Centum per Annum on every One hundred Pounds in nominal Amount of their respective Shares of the Andover General Capital so fully paid up, and the Annuities shall be redeemable as herein-after provided for.

Article 15. The South-western Andover Annuities shall commence on and from the Day of the opening of the Andover Railway for public Traffic, or the First Day of January One thousand eight hundred and sixty-five, whichever shall first happen, and shall fall due half-yearly on the Thirtieth Day of June and the Thirty-first Day of December in every Year, and shall be paid by equal half-yearly Payments at the same Times as the half-yearly Dividends on the South-western Company's Capital, but with a proportionate Abatement for the First Half Year if it be a broken Half Year.

Article 16. Except only as is by these Presents expressly provided for, the South-western Andover Annuities shall be paid without any Deduction or Abatement whatsoever thereout, except only for Property or Income Tax.

Article 17. The South-western Company, if they so think fit, may at any One Time before the Time for the issuing of the South-western Andover Annuities, on giving Notice in Writing thereof to the Andover Company, purchase or acquire and may take Transfers to themselves or their Nominees of the Scheduled Shares then existing, paying or compensating for the same respectively at the Rate of Seventy-five Pounds for every One hundred Pounds of the nominal Amount of the Shares fully paid up, and may so pay or compensate for the same respectively either in Cash, or, at the Option of the South-western Company, in Consolidated Stock of the South-western Company at the Market Price thereof on the Day on which the Option of so purchasing or acquiring the Shares is so declared by them.

Article 18. The South-western Company, if they so think fit, may at any One Time after the issuing by them of all or any of the South-western Andover Annuities, on giving Notice in Writing thereof to the Andover Company, if then existing, or otherwise to the Annuitants, purchase and acquire and may take Transfers to themselves or their Nominees, or Surrenders, of all or any of the South-western Andover Annuities so issued, paying or compensating for the same respectively at the Rate of Seventy-five Pounds for every Three Pounds of the Annuities, and may so pay or compensate for the same respectively either in Cash, or, at the Option of the South-western Company, in Consolidated Stock of the South-western Company at the Market Price thereof on the Day on which the Option of so purchasing or acquiring the same respectively is exercised by them, and also paying to them respectively Sums equal to the Annuities (as if falling due from Day to Day) from the Time provided by Article 15 for the Commencement thereof to the Day on which the Option is so exercised.

Article 19. In case of difference thereon, the Market Price of Consolidated Stock of the South-western Company shall be ascertained by the Certificate of the Chairman of the Stock Exchange.

Article 20. The South-western Company shall, on the Completion of the Purchase or Acquisition of every such Share, or every Three Pounds of the Annuities, pay to the respective Shareholder or Annuitant a Sum equal to Interest at the Rate of Four Pounds per Centum per Annum on Seventy-five Pounds from the Day on which the Option to make the Purchase or Acquisition was declared to the Day of the Completion thereof.

Article 21. If the Debts, Liabilities, and Engagements of the Andover Company to be, in accordance with these Presents, paid or discharged by them at the Expense of the Andover General Shareholders, be not so paid or discharged, and the South-western Company be required to pay or discharge any Part thereof, then the Amount so paid or discharged by them in Excess of the Debts, Liabilities, and Engagements of the Andover Company to be, in accordance with these Presents, paid or discharged at the Expense of the South-western Company, shall be made good to them either by the Deduction of the Amount thereof from the Purchase Money or Compensation to be paid or made by them in Cash or in Stock to the Andover General Shareholders, in accordance with Article 17, or Article 18, and Article 20, or by an Abatement of the South-western Andover Annuities to be issued to the Andover General Shareholders in accordance with Article 14, that Abatement to be at the Rate of Three Pounds of the Annuities for every Seventy-five Pounds of the Amount to be so made good, or, at the Option of the South-western Company, partly by such a Deduction from the Purchase Money or Compensation and partly by such a Deduction from the Annuities.

Article 22. The Deductions and Abatements (if any) to be made by the South-western Company in accordance with Article 21 shall take effect as from the Time provided by Article 15 for the Commencement of the South-western Andover Annuities, and shall be made so as to be borne by the Andover General Shareholders in rateable Proportion to their respective Shares of the Andover General Capital.

Article 23. In order to the Indemnification of the South-western Company, in accordance with Articles 21 and 22, they may retain from the Andover General Shareholders, in rateable Proportion to their respective Shares of the Andover General Capital, and until the Accounts between the Two Companies are finally made up, settled, and discharged, either Five thousand Pounds Cash or Stock to be respectively paid or transferred in accordance with Article 17 or Article 18, or an equivalent Amount of the South-western Andover Annuities to be issued in accordance with Article 14, the Annuities being so retained at the Rate of Three Pounds of the Annuities for Seventy-five Pounds in Cash, or, at the Option of the South-western Company, they may so retain Cash and Stock and Annuities, or any Two of them.

Article 24. If and so far as any Cash or Stock or Annuities so retained shall be required by the South-western Company for their Indemnification, in accordance with Articles 21 and 22, they may dispose of and apply the same or the Proceeds thereof respectively accordingly, duly accounting in respect thereof to the Finance Committee, if any, or, if none, to the Andover Company's Board of Directors.

Article 25. If and so far as the whole of the Cash or Stock or Annuities so retained shall not be eventually required for the Indemnification of the South-western Company, in accordance with Articles 21 and 22, then forthwith, after the final Settlement of the Accounts between the Two Companies, so much thereof respectively as is not so required shall be paid, transferred, or issued by the South-western Company to the Andover General Shareholders in rateable Proportion to their respective Shares of the Andover General Capital, and they shall pay to those Shareholders respectively, for the Time intervening between the Time provided by Article 15 for the Commencement of the Annuities and the Time at which the Payment, Transfer, or Issue is to be made in accordance with this Article, either Interest or Dividend at the

Rate of Four Pounds per Centum per Annum on the Amount so paid or transferred, in Cash or in Stock, or the Amount of the Annuities so issued.

Article 26. All Shares of the Capital of the Andover Company which, on the Twenty-eighth Day of November One thousand eight hundred and sixty-two, were and still are standing in their Register in the Name of Mr. Hattersley, and all Shares of the Capital of the Andover Company which on that Day were and still are unissued or forfeited; and all such, if any, of the Scheduled Shares as shall be forfeited, shall, as regards the Shares registered in the Name of Mr. Hattersley, forthwith, after a Transfer accordingly thereof is executed by him, or, at the Option of the Andover Company, forthwith after the Forfeiture thereof (the Forfeiture being effected as soon as can be after the Execution of these Presents), and as regards the now unissued or forfeited Shares forthwith after the Execution of these Presents, and as regards the Scheduled Shares hereafter forfeited forthwith after the Forfeiture thereof, be registered in the Names of Persons to be nominated in that Behalf by the South-western Company; and all the Shares to be so registered are hereinafter refered to as the Special Shares.

Article 27. The several Holders from Time to Time of the Special Shares, or any of them, shall not in respect thereof be entitled or subject to any of the Advantages or Disadvantages intended to be by these Presents imposed on or secured to the Andover General Shareholders, but in all other respects shall be entitled to the Rights and Privileges of Holders of Shares of the Capital of the Andover Company.

Article 28. Within Twenty-eight Days after the Execution of these Presents Four of the present Directors of the Andover Company shall retire, One by One, from Office; and on the Retirement of each of them the Directors then in Office shall appoint in his Place a Director of the South-western Company, being a qualified Shareholder of the Andover Company, and named in that Behalf by the Board of Directors of the South-western Company, and so that within that Period the Board of Directors of the Andover Company shall consist of the present Chairman and One other of the present Directors of the Andover Company, and the present Chairman and Three others of the Directors of the South-western Company, being respectively qualified Shareholders of the Andover Company.

Article 29. If and whenever before the passing of the Act of Parliament for giving effect to this Agreement there is any Vacancy in the Office of Director of the Andover Company, the Vacancy shall be supplied by the Election or Appointment of a qualified Andover General Shareholder, or, as the Case requires, of a Director of the South-western Company, being a duly qualified Shareholder of the Andover Company, so that the Andover Company's Board of Directors may consist of Two Directors specially representing the Andover General Shareholders, and Four Directors specially representing the South-western Company.

Article 30. So long as the present Chairman of the Andover Company's Board of Directors continues to be a Director of that Company he shall be the Chairman of that Board.

Article 31. Within Twenty-eight Days after the passing of an Act of Parliament giving effect to this Agreement the Two Directors of the Andover Company then representing the Andover General Shareholders shall retire from Office.

Article 32. Provided, That notwithstanding the Retirement, in accordance with

with Article 31, of the Two Directors of the Andover Company then representing the Andover General Shareholders, they shall continue to be Members of the Finance Committee, as if they continued to be Directors of the Andover Company; and any Vacancies in their Number may from Time to Time be supplied from among the Andover General Shareholders by the Persons who are the present Directors of the Andover Company, or the Survivors of them, or the Majority in Number of them or of the Survivors of them, or the Survivor of them, or all of them failing, by the Majority of the Votes of the Andover General Shareholders in General Meeting of the Andover Company.

Article 33. The Andover Company, with all practicable Despatch after the Retirement of Four Directors, in accordance with Article 28, will proceed with the Execution of, and that Company, or the South-western Company as representing them, will complete the Andover Railway and the Works thereof, and so that the whole of the Line of the Andover Railway shall be completed and opened for public Traffic on or before the First Day of January One thousand eight hundred and sixty-five, and the South-western Company will provide the Funds necessary for the due Performance of this Article: Provided, that this Article shall not preclude the Andover Company or the South-western Company from making any Deviations from or Modifications of the Line or Works of the Andover Railway which Parliament sanction, or from applying to Parliament to sanction any such Deviations or Modifications.

Article 34. So soon as the Andover Railway and Premises are vested in the South-western Company, and the Affairs of the Andover Company are finally wound up, that Company shall be dissolved and cease to exist.

Article 35. The South-western Company will use their utmost reasonable Endeavours to procure the Enactment before Michaelmas Day One thousand eight hundred and sixty-three, in the Bill for the Andover and Redbridge Railway Act, 1863, which the South-western Company deposited in the Month of December One thousand eight hundred and sixty-two in the Private Bill Office of the House of Commons, of such Provisions as are proper and sufficient for confirming and giving full Effect to the several Terms and Conditions of these Presents; and if they be unsuccessful in procuring the Enactment thereof before that Day, they will apply for and use their utmost reasonable Endeavours to obtain an Act or Enactments for the Purpose in the Year One thousand eight hundred and sixty-four, and, if then unsuccessful, will renew the Application from Time to Time thereafter; and the Andover Company will use their utmost reasonable Endeavours to insure the Success of the Application to Parliament in the present Year, or in any future Year or Years.

Article 36. Provision with respect to the Transfer, Transmission, and Registration of the South-western Andover Annuities, corresponding as nearly as may be with the Provision made by the London and South-western Portsmouth Railway Amalgamation Act, 1859, with respect to the South-western Railway Portsmouth Annuities, thereby provided for, shall be made by the Act or Enactments to be so applied for.

Article 37. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, and, if obtained, the obtaining of any such Act or Enactments, shall be borne and paid by the South-western Company.

Article 38. Provided, That if and so far as the Andover Company, for the Satisfaction of the Andover General Shareholders, watch any such Application to Parliament, the Andover General Shareholders will bear and pay all the Costs,

Costs, Charges, and Expenses thereby incurred, and the Amount thereof shall be included in the Thirty thousand Pounds specified in Article 6.

Article 39. If and whenever any Difference arises between the Two Companies, or between any of the Andover General Shareholders and the South-western Company, touching the true Intent or Construction or any of the Incidents or Consequences of these Presents, or touching the Manner in which any of the Provisions of these Presents shall be carried into effect, or touching the Performance or Observance of these Presents, or otherwise relating to any of the Subject Matters of these Presents, or any Claims or Demands of the Parties in difference relating thereto, every such Difference, as well as every Difference on which the Members of the Finance Committee are equally divided, shall be referred to and determined by the Arbitration of a single Arbitrator, in accordance with "The Railway Companies Arbitration Act, 1859;" and these Presents shall accordingly be an Agreement for and a Reference to Arbitration under that Act, save that, in case of any Difference between any of the Andover General Shareholders and the South-western Company, these Presents shall be an Agreement for and a Reference to Arbitration as nearly as can be in accordance with the Provisions of that Act, and the Provisions of that Act, mutatis mutandis, shall accordingly be deemed to be incorporated with and to form Part of these Presents.

Article 40. A Person to be agreed on between the Parties in difference, or, failing their Agreement, a competent and impartial Person to be on the Application of them or either of them nominated in that Behalf by the Board of Trade, shall be the single Arbitrator for the Purposes of these Presents, and for those Purposes the single Arbitrator shall have all the Powers of a single Arbitrator under "The Railway Companies Arbitration Act, 1859." In witness whereof each of the respective Companies hath hereunto set its Common Seal the Day and Year first above written.

I hereby certify that this is the Common Seal of the Andover and Redbridge Railway Company.

AUGUSTUS BROWNE,
Secretary.

Seal of the Andover and Redbridge Railway Company.

Seal of the London and South-western Railway Company.

The

The SCHEDULE referred to in the foregoing Articles of Agreement.

No. of Shares.	Numbered From	To (both inclusive).	No. of Shares.	Numbered From	To (both inclusive).	No. of Shares.	Numbered From	To (both inclusive).
40	1	40	2	2,298	2,299	10	6,521	6,530
20	68	87	20	2,310	2,329	7	9,131	9,137
40	88	127	30	2,340	2,369	30	9,148	9,177
255	148	402	15	4,870	4,884	100	9,198	9,297
240	408	647	10	4,905	4,914	15	9,300	9,314
25	658	682	45	4,925	4,969	60	9,320	9,379
55	718	772	15	5,015	5,029	113	9,385	9,497
50	900	949	140	5,050	5,189	18	9,568	9,585
22	996	1,017	25	5,197	5,221	12	9,596	9,607
20	1,048	1,067	20	5,030	5,049	13	9,616	9,628
7	1,083	1,089	77	5,222	5,298	30	9,652	9,681
80	1,090	1,169	5	5,309	5,313	9	9,711	9,719
28	1,192	1,219	5	5,339	5,343	6	9,724	9,729
13	1,220	1,232	30	5,354	5,383	16	9,744	9,759
10	1,240	1,249	56	5,384	5,439	66	9,765	9,830
30	1,270	1,299	7	5,480	5,486	65	9,845	9,909
32	1,314	1,345	5	5,492	5,496	5	9,912	9,916
9	1,371	1,379	15	5,502	5,516	30	9,952	9,981
40	1,395	1,434	80	5,527	5,606	15	9,992	10,006
9	1,459	1,467	15	5,607	5,621	5	10,020	10,024
8	1,476	1,483	252	5,627	5,878	75	11,717	11,791
23	1,528	1,550	20	5,889	5,908	102	11,794	11,895
9	1,553	1,561	20	5,919	5,938	15	11,899	11,913
9	1,573	1,581	20	5,964	5,983	93	11,916	12,008
34	1,604	1,637	70	6,034	6,103	15	12,011	12,025
268	1,640	1,907	15	6,154	6,168	31	12,029	12,059
88	1,918	2,005	80	6,174	6,253	921	12,080	13,000
41	2,016	2,056	152	6,254	6,405			
10	2,067	2,076	105	6,406	6,510	4,934		
191	2,082	2,272						

The SECOND SCHEDULE.

Form of Certificate of Annuity.

SOUTH-WESTERN (ANDOVER) ANNUITIES.

No.

In pursuance of "The Andover and Redbridge and South-western Railways Act, 1863," this is to certify, That [*A.B.* of, *&c.*] is under that Act entitled to One perpetual South-western (Andover) [Annuity *or* Annuities] of Six Shillings [each], numbered [respectively], and to fall due to [him,

[him, his Executors, Administrators, Successors], or Assigns by equal half-yearly Payments on the 30th Day of June and the 31st Day of December in every Year, and to be paid accordingly at the principal Office of the London and South-western Railway Company on the same Days next after those half-yearly Days respectively as those on which the half-yearly Dividends on that Company's Capital are from Time to Time payable.

Given under the Common Seal of the London and South-western Railway Company, this Day of in the Year of our Lord One thousand eight hundred and sixty .

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.