ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. cxliii.

An Act for making a Railway from *Bishops Waltham* to *Botley*. [17th *July* 1862.]

WHEREAS the making of a Railway from *Bishops Waltham* in the County of *Southampton* to the *Botley* Station of the *London and South-western* Railway in the same County would be of great public Advantage: And whereas Plans and Sections of the intended Railway showing the Line, Situation, and Levels thereof, and a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers, of the Lands in or through which the same is intended to pass or be made, or which will be required for the Purposes of this Act, have been deposited with the Clerk of the Peace for the County of *Southampton*: And whereas the Persons herein-after named, with others, are willing to carrying such Undertaking into execution; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the 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; (that is to say,)

1. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation 8 & 9 Vict. cc. 16., 18., and 20.,

22 & 23 Vict. c. 59., and 23 & 24 Vict. c. 106. incorporated.

Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845." and "The Railway Companies Arbitration Act, 1859," are incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Bishops Waltham* Railway Act, 1862."

Subscribers incorporated.

3. *Bettesworth Pitt Shearer*, *Arthur Helps*, *William Henry Stone*, and *Edward Woodville Ricketts*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are united into a Company for the Purpose of making and maintaining the Railway herein-after described, with all proper Works and Conveniences connected therewith, and for the Purposes aforesaid such Company is incorporated by the Name of "The *Bishops Waltham* Railway Company," and by that Name is a Body Corporate, with perpetual Succession and a Common Seal, and has Power to purchase and hold Lands for the Purposes of the said Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

4. The Share Capital of the Company shall be Sixteen thousand Pounds, and the Number of Shares into which the said Capital shall be divided shall be One thousand six hundred, and the Amount of each Share shall be Ten Pounds.

Calls.

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

Power to borrow on Mortgage.

6. The Company may from Time to Time borrow on Mortgage any Sums not exceeding in the whole the Sum of Five thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital of Sixteen thousand Pounds shall have been subscribed for, and One Half Part thereof shall have been actually paid up, and until the Company shall prove to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable; and all Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied in carrying out the Purposes of this Act only, and for no other Purpose.

7. The

Arrears may be enforced by Appointment of a Receiver.

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

Interest not to be paid on Calls paid up.

8. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividends to any Shareholders on the Amount of Calls made in respect of the Shares held by them in the Capital of the Company: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf.

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

9. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Shares or by borrowing for the Purpose of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking.

Number and Qualification of Directors.

10. The Qualification of a Director shall be the Possession of Shares in the Undertaking amounting in the aggregate nominal Value thereof to Five hundred Pounds or upwards.

First Directors.

11. The first Directors of the Company are *Bettesworth Pitt Shearer*, *Arthur Helps*, *William Henry Stone*, and *Edward Woodville Ricketts*.

Election of Directors at First General Meeting.

12. The Directors appointed by this Act, or such of them as shall not die or resign or become disqualified or be removed, shall continue in Office until the First Ordinary General Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may continue in Office the Directors so appointed by this Act, or any Number of them, or may elect new Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

13. At the First Ordinary General Meeting to be held in every Year after the First General Meeting the Shareholders present, personally

sonally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead in manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to vary Number of Directors.

14. The Company may from Time to Time increase or reduce the Number of the Directors, provided that the Number of such Directors after any such Increase or Reduction be not more than Five or less than Three.

Quorum of Directors.

15. The Quorum of a Meeting of Directors shall be Three, and if the Number be less than Five the Quorum shall be Two.

Meetings of the Company.

16. The First General Meeting of the Company shall be held within Six Months after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*.

Newspaper for Advertisements.

17. The Newspaper in which the Advertisement calling any Ordinary or Extraordinary General Meeting of the Shareholders or Proprietors of the Company is to be inserted shall be some Newspaper published in the County of *Southampton*.

Power to make Works according to deposited Plans.

18. Subject to the Provisions in this Act and the Acts incorporated herewith contained, the Company may make and maintain the Railway and Works in the Line, Situation, and Levels delineated on the Plans and Sections deposited as aforesaid, together with all proper Stations, Sidings, Roads, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway commencing in a Field in the Parish of *Bishops Waltham* and County of *Southampton* to the North of the *Bishops Waltham* and *Fishers Pond* Turnpike Road, and terminating in the same Parish and County by a Junction with the *London and South-western* Railway, on the North Side thereof, and Ten Chains or thereabouts to the North-west of the *Botley* Station:

And the Company may enter upon, take, and use such of the Lands delineated on the Plans and described in the Book of Reference deposited as aforesaid as may be required by them for any of the Purposes of this Act.

Power to alter Engi-

19. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway

Railway may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Works as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon; provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to the Board, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Alteration or Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby; provided that nothing herein contained shall take away or affect any of the Powers given to the Company, or to the Board of Trade, by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845." neering Works.

20. In addition to the Lands authorized to be purchased as aforesaid, it shall be lawful for the Company to purchase by Agreement, for extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land near or adjoining to the Railway, not exceeding Six Acres. Lands for extraordinary Purposes.

21. The Powers of the 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. Powers for compulsory Purchases limited.

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

23. Subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, the Company may, in the Construction of the Railway, carry the same across and upon the Level of the public Road numbered 5 in the Parish of *Bishops Waltham* on the deposited Plans, but no more than a Double Line of Railway shall be laid down at such level Crossing, nor more than a Single Line of Railway whilst the Line continues Single, and the Road to the West of the Railway to the Extent of Sixty Feet from the Railway Gate shall be made level. Level Crossings.

Not to shunt Trains over level Crossings.

24. The Company shall not, in shunting Trains, pass any Train over such level Crossing, or allow any Train, Carriage, Engine, or Truck to stand across the same.

Company to erect Station or Lodge where Road crossed on the Level.

25. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge as a Residence for a Gatekeeper at the Point where the before-mentioned Road shall be crossed on a Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company fail to erect and at all Times maintain any such Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point or Lodge, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for any 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 incurred.

Board of Trade may require Bridge instead of level Crossing.

26. The Board of Trade (if it shall appear to them necessary for the public Safety or Convenience at any Time either before or after the Railway shall have been completed and opened for public Traffic) may require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway by means of a Bridge or Arch instead of crossing the same on a Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossing.

Regulating Span and Height of certain Arches.

27. The Company, in carrying the Railway over the Turnpike and public Carriage Road numbered on the deposited Plans as after mentioned, may construct the Bridge or Arch for carrying the Railway over the Road of such Dimensions as they may think fit, not being less than the following; (that is to say,)

No. on Plan.	Parish.	Description of Road.	Span.	Height.
56	Bishops Waltham -	Public Road - -	20 Feet	15 Feet.

Communications with the London and South-western Railway.

28. All Communications between the Railway and the *London and South-western* Railway, and all Openings in the Rails of the *London and South-western* Railway, shall be made only at such Point or Points on the *London and South-western* Railway as the *London and South-western* Railway Company approve; and all such Communications and Openings, and

and all Works at or near the Junction hereby authorized with that Railway which may be made for the Reception, Accommodation, and Delivery of the Traffic of the Company, whether on the Land of the Company or on the Land of the *London and South-western* Railway Company, shall be made by the *London and South-western* Railway Company at the sole Expense of the Company; and, except only so far as the Company and the *London and South-western* Railway Company otherwise agree, or according to the Terms and Conditions from Time to Time agreed on between them, the same shall be for ever thereafter maintained and kept in good Repair by the *London and South-western* Railway Company at the Expense of the Company; and all such Communications, Openings, and Works shall be made and maintained in such Manner and by such Means as shall not in anywise injure or prejudice the *London and South-western* Railway, or the Works or Property of the *London and South-western* Railway Company, or interfere with the Traffic on that Railway, or the free and uninterrupted Use thereof by that Company: Provided always, that if the *London and South-western* Railway Company shall so require, the Junction of the Railway with the *London and South-western* Railway, instead of being made immediately with the Main Line of the *London and South-western* Railway, shall be made by means of a proper and sufficient intermediate Siding on the Lands of the *London and South-western* Railway Company, forming a convenient Communication between the Railway and that Main Line; and if the Junction be so made, it shall be made on such Terms and Conditions as the Company and the *London and South-western* Railway Company agree.

The London and South-Western Company may erect Signals, &c.

29. The *London and South-western* Railway Company from Time to Time may erect such Signals and Conveniences incident thereto, and appoint and remove such Watchmen, Switchmen, or other Persons, as that Company deem necessary for the Prevention of Danger to or Interference with the Traffic at or near the Junction between the Railway and the *London and South-western* Railway; and the Working and Management of the Junction, and of such Signals and Conveniences, whether on Land of the *London and South-western* Railway Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *London and South-western* Railway Company; and all the Expense of making and maintaining the Junction, and such Signals and Conveniences, and the Wages of such Watchmen, Switchmen, and other Persons, and all incidental current Expenses, shall be repaid by the Company to the *London and South-western* Railway Company, as regards the Expense of Erection, at the End of the current Half Year in which the same is incurred, and, as regards all such other Expenses and Wages, at the End of every Half year; and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company by the *London and South-western* Railway Company in any Court of competent Jurisdiction.

30. No

Land of the London and South-western Company not to be taken without Consent.

30. No Land belonging to the *London and South-western* Railway Company shall be taken by the Company without the Consent in Writing of the *London and South-western* Railway Company under their Common Seal first had and obtained: Provided always, that the Company may purchase and take from the *London and South-western* Railway Company, and that Company shall, if so required by the Company, grant in Fee to the Company, an Easement or Right of using, for the Purposes of the intended Junction of the Railway with the *London and South-western* Railway, and for the Purposes of the Works and Conveniences necessary in connexion with such Junction, such Parts of the Lands of the *London and South-western* Railway Company as are necessary for those Purposes.

Saving Rights of London and South-western Company.

31. Provided always, That, except as is by this Act expressly provided, this Act shall not in any way take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *London and South-western* Railway Company.

Deposit Money not to be repaid until Lines opened or Half the Capital paid up and expended, except on Execution of Bond, &c.

32. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, and under a Warrant or Order issued for that Purpose in pursuance of the said Act, the Sum of Three thousand six hundred Pounds of Exchequer Bills purchased for the Sum of Three thousand six hundred Pounds have been deposited in the Court of Chancery with respect to the Application to Parliament for this Act: And whereas the said Sum of Three thousand six hundred Pounds is Eight *per Centum* on Forty-five thousand Pounds, the Amount originally proposed as the Capital of the Company: And whereas Eight *per Centum* on the Capital of the Company as fixed by this Act amounts to One thousand two hundred and eighty Pounds only, which Sum, if invested in Exchequer Bills on the Day on which the said Sum of Three thousand six hundred Pounds was so invested, would have produced One thousand three hundred Pounds of Exchequer Bills: Therefore, if at any Time after the passing of this Act the Persons named in the said Warrant or Order, or the Survivors or Survivor of them, or the Majority of such Persons, shall apply by Petition to the Court of Chancery for that Purpose, the said Court shall order the Sum of Two thousand three hundred Pounds, Part of the said Sum of Three thousand six hundred Pounds of Exchequer Bills, and the Interest which shall at the Date of the Order have accrued in respect of the last-mentioned Sum of Exchequer Bills, to be transferred and paid to the Parties or Party so applying, or to any other Person or Persons whom they or he may appoint in that Behalf; and the remaining Sum of One thousand three hundred Pounds of Exchequer Bills, and the Interest accrued thereon up to the Date of the said Order, and the future Interest thereon, shall be held and disposed of by the said Court as by the said Act of the Session of the Ninth and Tenth Years of the Reign of Her present Majesty is directed with reference to Stocks and Securities transferred

and

and deposited in pursuance of that Act, and the Interest on such Exchequer Bills, in the same Manner in all respects as if the said Sum of One thousand three hundred Pounds of Exchequer Bills had been the entire Sum named in the said Warrant or Order, and deposited in the Court of Chancery with respect to this Application: Provided that, notwithstanding anything contained in that Act, the said Sum of One thousand three hundred Pounds, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or shall have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money so deposited as aforesaid, and the Interest and Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*: Provided, that at any Time after the passing of this Act if a Bond in twice the Amount of the said Sum of One thousand three hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of One thousand three hundred Pounds if the Company shall not, within the Time limited for the Completion of the said Railway, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons, or the Majority of Persons,

named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest and Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

33. The Company may demand any Tolls for the Use of the Railway not exceeding the respective Sums following; (that is to say,)

Tonnage for Goods, &c.

First, in respect of the Tonnage of all Articles conveyed upon the Railway, as follows:

For all Dung, Compost, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of public Roads or Highways, Grain, Corn, Four, Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Gravel, Chalk, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, and other Articles of Merchandise, *per* Ton *per* Mile Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

For all Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Twopence; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton *per* Mile of One Penny:

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

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

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform belonging to the Company, *per* Mile Sixpence:

And a Sum of One Penny *per* Mile for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which any such Carriage may weigh beyond One Ton:

Secondly,

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

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

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

For every Ox, Cow, Bull, or Head of Neat Cattle, *per* Mile Twopence; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Calf or Pig, Sheep, Lamb, or other small Animal, *per* Mile One Penny; and if conveyed in a Carriage belonging to the Company, an additional Sum *per* Mile of One Halfpenny.

Tolls for propelling Power.

34. The Tolls which the Company may demand for the Use of Engines for propelling Carriages on the Railway, in addition to the several other Tolls or Sums by this Act authorized to be taken, shall not exceed *per* Mile the Sums following; (that is to say,)

For each Passenger or Animal, or Ton of Goods or other Articles, One Penny:

For each Carriage, of whatever Description, conveyed on a Truck or Platform, One Halfpenny.

Maximum Rates of Charges for Passengers;

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

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

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

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

for Cattle, Goods, &c.

And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charges to be made by the Company, including the Tolls for the Use of the Railway, and Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company, shall not exceed the following Sums:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, Fourpence *per* Mile:

For every Ox, Cow, Bull, or Head of Neat Cattle, Threepence *per* Mile:

For every Calf, Pig, Sheep, Lamb, or other small Animal, Twopence *per* Mile:

For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, conveyed on a Truck or Platform, Sixpence *per* Mile; and if weighing more than One Ton, an additional Sum of One Penny Halfpenny *per* Mile for every additional Quarter of a Ton which such Carriage may weigh beyond One Ton:

For all Grain, Corn, Flour, Coal, Dung, Compost, Salt for agricultural Purposes, and all Sorts of Manure, Lime and Limestone, and all undressed Materials for the Repair of Roads or Highways, Coke, Culm, Charcoal, and Cinders, Stones for building, pitching, and paving, Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, and Bar Iron, Twopence *per* Ton *per* Mile:

For all Sugar, Salt for domestic Purposes, Hides, Dyewoods, Manchester Packs, Earthenware, Timber, Staves, and Deals, Metals, Sheet Iron, Hoop Iron, and all similar Descriptions of Wrought Iron, Nails, Anvils, Vices, and Chains, Threepence *per* Ton *per* Mile:

For all Cotton and other Wools, Drugs, and other manufactured Goods, Threepence *per* Ton *per* Mile:

For Fish, Feathers, Canes, Cochineal, Household Furniture, Hats, Shoes, Toys, and all other Articles, Matters, and Things, Fourpence *per* Ton *per* Mile:

When Waggons are not provided by the Company for the Conveyance of Coal and the other Articles classed therewith, but by the Parties sending the same, a Reduction of One Penny *per* Ton *per* Mile shall be made from the before-mentioned Rates.

Regulations as to the Tolls.

36. The following Provisions and Regulations apply to the fixing of such Tolls; (that is to say,)

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

For a Fraction of a Mile beyond Four Miles, or beyond any greater Number of Miles, the Company may demand Tolls and Charges for Passengers as for One Mile, and for Animals and Goods for every Quarter of a Mile or Fraction thereof as for a Quarter of a Mile:

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

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

With

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

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

Tolls for small Parcels and single Articles of great Weight.

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

For the Carriage of small Parcels on the Railway, as follows:

For any small Parcel not exceeding Seven Pounds in Weight, Threepence:

For any Parcel exceeding Seven Pounds but not exceeding Fourteen Pounds in Weight, Fivepence:

For any Parcel exceeding Fourteen Pounds but not exceeding Twenty-eight Pounds in Weight, Sixpence:

For any Parcel exceeding Twenty-eight Pounds but not exceeding Fifty-six Pounds in Weight, Sevenpence:

For Parcels exceeding Fifty-six Pounds 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:

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

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, or which, on account of the Length thereof, may require more than One Carriage, the Company may demand such Sum as they think fit.

Passengers Luggage.

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

38. Pro-

Restriction as to Charges not to apply to special Trains.

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

Company may take increased Charges by Agreement.

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

Power to enter into Agreements with the London and South-western Company.

40. The Company on the one hand, and the *London and South-western* Railway Company on the other hand, may respectively from Time to Time enter into and make any Contract or Agreement with respect to all or any of the following Matters; (that is to say,)

The Use and Working by the *London and South-western* Railway Company of all or any Part of the Railway of the Company, and the Use of the Works and Conveniences belonging thereto:

The Conveyance, Conduct, and Management by the *London and South-western* Railway Company of Traffic upon or over the Railway of the Company:

The Supply of any Rolling or Working Stock required for working the Traffic of the Company:

The Forwarding, Interchange, Transmission, Collection, Delivery, and general Conduct of Traffic:

The Maintenance and Repair of the Railway of the Company:

The Appointment, Employment, and Removal of Officers and Servants for the Purposes of the Railway:

The Apportionment and Payment of the Costs and Expenses of such Working, Maintenance, and Repair:

The Division between the Company and the *London and South-western* Railway Company of the Receipts arising from the Traffic upon the Railway.

During Continuance of Contract Railway to be deemed Part of London and South-western Railway.

41. During the Existence of any such Contract the Railway of the contracting Companies shall, for the Purposes of Tolls and Charges, be considered One Railway; and in estimating the Amount of Tolls and Charges in respect of Traffic conveyed partly on the *London and South-western* Railway and partly on the Railway of the Company for a less Distance than Four Miles, Tolls and Charges may only be charged for Four Miles, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile only for Passengers, and for a Quarter of a Mile or Fraction

Fraction of a Quarter of a Mile for Animals, Minerals, and Goods; and no other Short-Distance Charge shall be made for travelling any Distance on both or either of the said Railways.

Appointment of Joint Committee for carrying the Agreement into effect.

42. The Company and the *London and South-western* Railway Company may appoint a Joint Committee, composed of such Number of Directors of the Two Companies as the Two Companies may think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the Companies respectively as may be necessary for carrying into effect the Purposes of such Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in like Manner as the same might have been had and exercised by the Companies respectively, or their respective Directors.

Agreement not to affect Persons Parties thereto.

43. Any such Agreement shall not in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto shall for the Time being respectively be authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement may relate, upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Agreement had been entered upon.

Agreement not to take effect unless approved by Shareholders of Company and by the Board of Trade.

44. Any such Agreement shall not have any Operation until the same shall have been submitted to and approved of by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each of the Companies Parties thereto specially convened for that Purpose, and shall also have been approved of by the Board of Trade: Provided always, that the said Board shall not approve such Agreement without being satisfied that the same has been assented to by the Shareholders of the Companies Parties thereto in the Manner required by this Act.

Meeting how to be convened.

45. The Meeting of Shareholders to approve of any such Agreement shall be called by Advertisements inserted for Two successive Weeks in a Morning Newspaper published in the County in which the principal Office of each Company Party to such Agreement is situate, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of the respective Companies, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

46. It

Contracts to be subject to periodical Revisal of Board of Trade.

46. It shall be lawful for the Board of Trade, if they think fit, at the Expiration of every Ten Years from the Commencement of any such Agreement, or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, to cause the same to be revised, and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of the Agreement, and the Agreement shall thenceforth be construed and take effect accordingly.

Public Notice at Expiration of decennial Period.

47. The Company, previous to the Expiration of each decennial Period, shall give such public Notice as the Board of Trade may prescribe that the Board has such Power, and is about to enter upon such Revision, and will entertain Complaints, with a view to the Removal of any Evil resulting to the Public from any such Agreement.

Differences to be settled by Arbitration.

48. In the event of any such Agreement being entered into, and any Dispute or Difference arising thereon, such Dispute or Difference shall be settled by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859."

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

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

Expenses of Act.

50. The Expenses, Costs, and Charges of obtaining and passing this Act, and incidental and preparatory thereto, shall be paid by the Company.

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