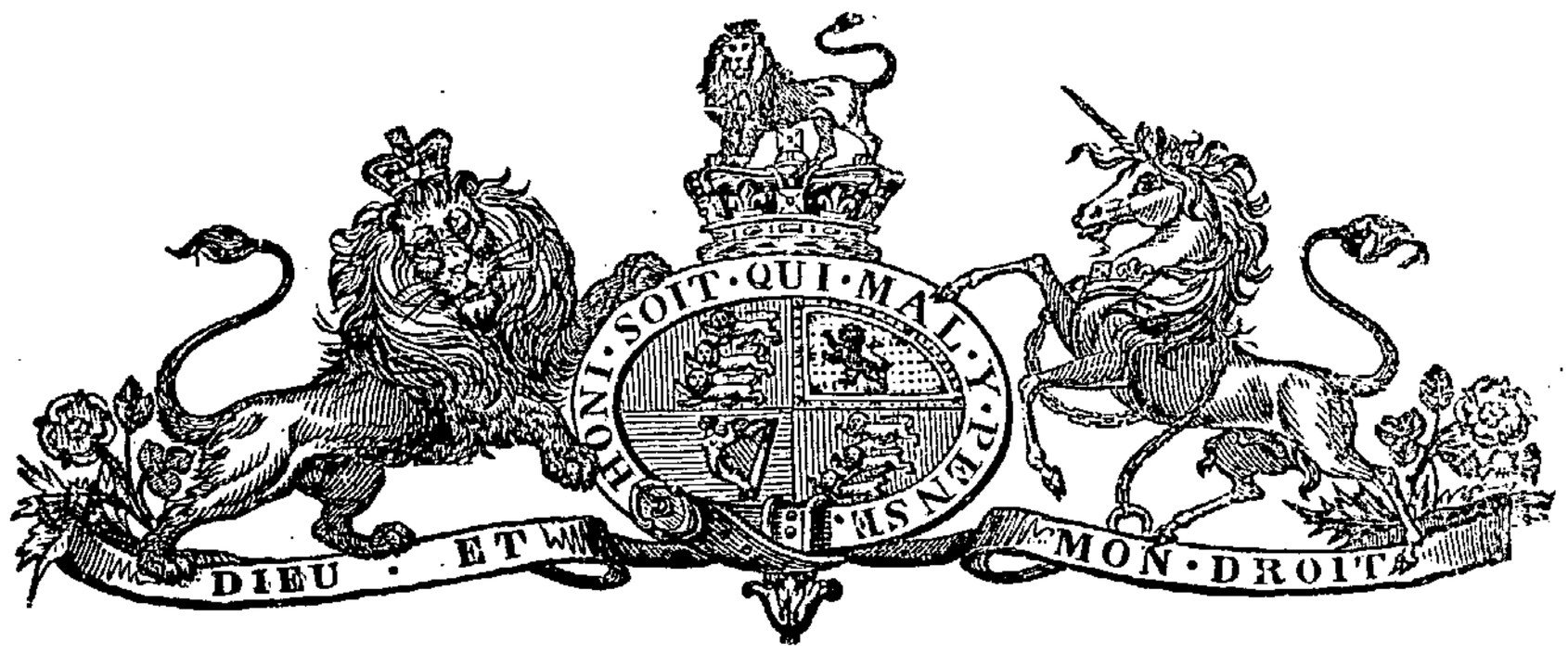


ANNO VICESIMO OCTAVO & VICESIMO NONO

VICTORIÆ REGINÆ.

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Day of *January* One thousand eight hundred and sixty-five, a Copy of which is set forth in the Schedule to this Act, and that those Heads of Agreement be by this Act confirmed, and that the Two Companies should be authorized to make other Agreements for the Purposes in this Act in that Behalf mentioned: And whereas for the Purpose of providing Station Accommodation and Conveniences for the Traffic of the *South-western* Company it is expedient that, in addition to the Power of Appropriation by the *Dover* Company of Part of their Lands as provided by the said Heads of Agreement, the Two Companies should be empowered to acquire additional Lands in the Parishes of *Saint Sepulchre* in the County of *Middlesex* and *Saint Sepulchre* and *Saint Bride* in the City of *London*, and that the *South-western* Company should provide Funds for that Purpose: And whereas for the Purposes of this Act Plans of the said additional Lands, with Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the respective Clerks of the Peace for the County of *Middlesex* and the City of *London*, and those Plans and Books of Reference are in this Act referred to as "the deposited Plans and Books of Reference:" And whereas it is expedient that the *South-western* Company should be empowered to raise Money for the Purposes of this Act: And whereas the Objects aforesaid 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:

Short Title.

1. This Act may for all Purposes be cited as "*Dover and South-western* Companies Act, 1865."

8 & 9 Vict. c. 18. and 23 & 24 Vict. c. 106. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," (save so far as any of the Sections and Provisions of those Acts respectively are by this Act expressly excepted or varied,) are respectively incorporated with this Act.

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

3. The following Clauses and 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

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 the Provision to be made for affording Access to the Special Act by all Parties interested.

Interpretation of Terms in incorporated Acts.

4. In construing, in connexion with this Act, the Acts and Parts of Acts incorporated with this Act, the Term "Superior Courts" includes any Court of competent Jurisdiction as in this Act defined; the Term "the Company" in the incorporated Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," means the *South-western* Company; and the Expression "the Promoters of the Undertaking" in "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," means the Two Companies.

Interpretation of Terms in this Act.

5. In construing this Act the Expression "Court of competent Jurisdiction," or any other like Expression, 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; the Words "Shares" and "Shareholders" include, when requisite, Stock and Stockholders; and the Expression "the Two Companies" means the *Dover* Company and the *South-western* Company.

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

6. 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 the Subject or Context is inconsistent with such Construction, or other Meanings are assigned to them by this Act.

Agreement between Companies confirmed.

7. The Heads of Agreement made the Fifth Day of *January* One thousand eight hundred and sixty-five between the Two Companies, a Copy of which is contained in the Schedule to this Act, are hereby confirmed and made binding on the Two Companies, and they are hereby authorized and empowered to carry the same into effect.

Saving Lines allocated to Brighton Company.

8. Provided, That nothing in this Act or in the said Heads of Agreement contained shall authorize the *South-western* Company to work

work over or use any Lines of Rails appropriated exclusively to the Use of the *London, Brighton, and South Coast* Railway Company by "The *London, Brighton, and South Coast* Railway (Additional Powers) Act, 1864."

Authentication of Notices, &c.

9. For the Purposes of this Act every Summons, Notice, or other Document requiring, under this Act, or any Act or Part of an Act incorporated with this Act, Authentication by the Promoters of the Undertaking, may be signed by One Director of the *Dover* Company and by One Director of the *South-western* Company, or by the respective Treasurers or the respective Secretaries of the Two Companies, and need not be under any Common Seal, and may be wholly in Writing or in Print, or partly in Writing and partly in Print.

Power to South-western Company to raise additional Capital by new Shares or new Stock.

10. The *South-western* Company from Time to Time, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary General Meeting of that Company specially convened for the Purpose, may raise for the Purposes of this Act and of the said Heads of Agreement, by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential or both, any Sums not exceeding in the whole Four hundred thousand Pounds, and in addition to and as Part of the Capital of the *South-western* Company which they are now authorized to raise by Shares or Stock.

Shares not to issue until One Fifth paid up.

11. No Share shall be issued by the *South-western* Company, or shall vest in the Person accepting the same, unless and until not less than Twenty *per Centum* on the Amount of such Share shall have been paid up in respect thereof.

Saving for existing preferential Shares or Stock.

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

25 & 26 Vict. c. xlii. as to Shares and Stock to apply to Shares and Stock under this Act.

13. The Provisions of Sections 49 to 70 (both inclusive) of the "*South-western* Railway (Additional Powers) Act, 1862," with respect to preferential Shares and Stock, and the Cancellation of Shares and Stock, and the Issue of new Shares or Stock instead of cancelled Shares or Stock, and with respect to voting for Shares or Portions of Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the *South-western* Company and the Shares

Shares and Stock which by this Act they are authorized to create and issue.

21 & 22 Vict. c. lxxxix., 25 & 26 Vict. c. xlii., and 26 & 27 Vict. c. xc. as to Debenture Stock to apply to Mortgages under this Act.

14. The Provisions of Sections 99 to 105 (both inclusive) of "The *South-western* Railway (Works and Capital) Act, 1858," and of Sections 71 to 79 (both inclusive) of "The *South-western* Railway (Additional Powers) Act, 1862," and of Section 115 of "The *South-western* Railway Act, 1863," with respect to Debenture Stock, extend to this Act with respect to the Mortgages by this Act authorized.

Power to South-western Company to borrow on Mortgage.

15. The *South-western* Company from Time to Time may borrow on Mortgage for the Purposes of this Act and of the said Heads of Agreement any Sums not exceeding in the whole, in addition to the Sums which they are already authorized to borrow, One hundred and thirty-three thousand three hundred Pounds: Provided that the *South-western* Company shall not borrow any Part thereof until the whole of the additional Capital of Four hundred thousand Pounds by this Act authorized is subscribed for or taken, and One Half thereof is actually paid up, and until the *South-western* Company shall prove to the Justice who is to certify in pursuance of Section 40 of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, before he so certifies, that the whole of the said Capital of Four hundred thousand Pounds has been subscribed for *bonâ fide* and issued, and that One Half thereof has been paid up, and that not less than Twenty *per Centum* of the Amount of each Share has been paid up on the Issue of the same, and that such Shares or Stock are held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts his Certificate under that Section shall be sufficient Evidence).

Priority of now existing Mortgages.

16. Provided, That the Mortgages of the *South-western* Company granted before the passing of this Act, and now in force, shall while in force have Priority over all Mortgages granted by them under this Act; but this Enactment is subject to the special Provisions, if any, with respect to Mortgages from Time to Time granted by the *South-western* Company contained in any other Act of the present Session of Parliament, and whether already or hereafter passed.

Arrears may be enforced by Appointment of a Receiver.

17. The Mortgagees of the *South-western* Company under this Act may enforce the Payment of the Arrears 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 Thirteen thousand Pounds; but this Enactment is subject to the special Provisions, if any, with respect to Mortgages from Time to Time granted by the *South-western* Company contained in any other Act of the present Session of Parliament, and whether already or hereafter passed.

Application of Monies.

18. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied for the Purposes for which they are by this Act authorized to be raised, and for no other Purpose.

Dover Company may apply Funds.

19. The *Dover* Company may apply for the Purposes of this Act any Monies by "The *London*, *Chatham*, *and Dover* Railway (City Undertaking) Act, 1864," authorized to be raised by City Lines Shares or City Lines Stock, or by borrowing on Mortgage of their City Lines Undertaking and the Tolls arising thereon.

Power to take and use Lands.

20. Subject to the Provisions of this Act, the Two Companies from Time to Time may enter upon, take, and use jointly and equally for the Purposes of Station Accommodation and Conveniences, and other the Purposes of this Act or of any Agreements sanctioned by this Act, the Lands or any Part of the Lands in the Parishes of *Saint Sepulchre* in the County of *Middlesex*, and *Saint Sepulchre* and *Saint Bride* in the City of *London* shown on the deposited Plans, and specified in the deposited Books of Reference, and included within a Red Line on those Plans; provided that this Act shall not empower the Two Companies, or either of them, to take any Lands to the North of *West Street*.

Powers for compulsory Purchases limited.

21. The Powers under this Act of the Two Companies for the compulsory Purchase of the Lands by this Act authorized to be taken shall not be exercised after the Expiration of Three Years from the passing of this Act.

Lodging Houses not to be taken until Notice given.

22. Not less than Eight Weeks before the Two Companies shall, under the Powers of this Act, take compulsorily Fifteen Houses or more in any City, Town, or Parish occupied either wholly or partially as Tenants or Lodgers by Persons belonging to the Labouring Classes, the Company shall make known their Intention to take such Houses by Placards, Handbills, or other general Notice placed in public View upon or within a reasonable Distance from such Houses, and the Two Companies shall not take compulsorily any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner required by this Provision, and upon Production to any Justice of such Evidence as he shall think sufficient such Justice shall grant such Certificate accordingly.

Mode of Settlement of certain Claims.

23. All Claims for Compensation made upon the Two Companies in respect of Lands which they are by this Act authorized to acquire shall, if the Person claiming to be entitled to Compensation has no greater Interest than as Tenant for a Year, or from Year to Year, in the

the Lands in respect of which the Compensation is claimed, be determined in manner provided by the 121st Section of "The Lands Clauses Consolidation Act, 1845."

For stopping up certain Streets, &c.

24. The Two Companies may stop up *Fleet Lane*, *Wheatsheaf Yard*, *Bear Alley*, and *Brazier's Buildings*, and all other Streets, Roads, Squares, Alleys, Thoroughfares, and Places in the before-named Parishes shown on the deposited Plans, and included within a Red Line on those Plans (excepting those which are North of *West Street*), and thereupon the Site and Soil thereof is by this Act vested in the Two Companies jointly and equally (unless they shall otherwise agree), and all Rights of Way and other Rights and Easements in and over the same are by this Act extinguished.

Provision for widening or altering the Diversion of Fleet Lane.

25. If the Mayor, Aldermen, and Commons of the City of *London* shall, within Six Months after the passing of this Act, give the Two Companies Notice under the Hand of their Town Clerk that they require the present Diversion of *Fleet Lane* to be widened to the Extent of Fifteen Feet, or to be constructed in an altered Course through the Lands numbered 1, 9, 10, 11, 12, 13, and 3 on the Plans deposited in Parliament with respect to this Act into *Fleet Lane* at or near the Property numbered 14, or the widening of *Fleet Lane* to the Extent of Fifteen Feet from the said Property numbered 14 to the *Old Bailey*, and in such Notice shall set out the Width and Gradients required for such Widenings or Alterations respectively, the Two Companies shall, if they are then the Owners and in possession of the necessary Land for such Widenings and Alteration respectively, make and construct the same; the Cost of the Land for such Widenings and Alteration respectively, and the Cost of making the same, and the Cost of all Works incidental thereto, including the Cost of any Alteration that may be required in the *Dover* Company's Viaduct over the said present Diversion of *Fleet Lane*, shall be paid by the Mayor, Aldermen, and Commons to the Two Companies (out of the Funds at the Disposal of the said Mayor, Aldermen, and Commons for effecting the Works under the "*Holborn Valley* Improvement Act, 1864"); and in case the Two Companies and the said Mayor, Aldermen, and Commons cannot agree as to the Amount of such Payment the same shall be determined by an Arbitrator to be agreed upon by the Two Companies and the said Mayor, Aldermen, and Commons, or in default of such Agreement by an Arbitrator to be nominated by the Board of Trade.

Power to Company to erect Bridge over Fleet Lane.

26. The Two Companies shall be at liberty to construct a Bridge or Viaduct over the proposed Alteration of *Fleet Lane* of suitable Dimensions for the Purpose of connecting their Land on either Side thereof which may be severed by the Alteration of *Fleet Lane* mentioned

tioned in the last Section, and any Question which may arise as to the Position, Form, and Dimensions of the said Bridge or Viaduct shall be determined by Arbitration in manner provided by the last Section.

Provision as to current Powers to purchase.

27. In any Case in which the Mayor, Aldermen, and Commons of the City of *London* under the "*Holborn Valley* Improvement Act, 1864," and the Two Companies under this or any other Act of Parliament, have concurrent Powers for the Purchase of Land, these Powers shall not be exercised by either Party until after Seven Days Notice in Writing of the Intention to exercise such Powers has been given to the other Party; and if within those Seven Days the Party to whom Notice is given shall object to the Exercise of such Powers by the other, then as to the Lands referred to in the Notice neither of those Parties shall exercise any Powers of Purchase until an Arbitrator to be appointed by the Board of Trade on the Application of both or either of the Parties shall have decided whether any, and if any what, Portion of such Lands shall be purchased by each or either of them; and it shall be the Duty of the Arbitrator to decide all such Questions in such Manner as he may deem best for enabling both Parties to execute their respective Undertakings as authorized by such Acts of Parliament respectively.

As to certain Lands purchased by the Corporation of London.

28. In any Case in which the Two Companies require to purchase or take any Lands which have been already purchased or contracted to be purchased by the said Mayor, Aldermen, and Commons, and the Mayor, Aldermen, and Commons are unwilling to dispose of the same, or require the same for the Purposes of the Viaduct and Streets authorized by "The *Holborn Valley* Improvement Act, 1864," then the Course to be taken by the Two Companies and the said Mayor, Aldermen, and Commons respectively shall be determined by Arbitration in manner herein-before provided for with respect to the Exercise of concurrent Powers of Purchase: Provided always, that this Provision shall not be construed so as to prevent the said Mayor, Aldermen, and Commons from constructing the said Viaduct and Streets so authorized as aforesaid.

How Conveyances shall be taken.

29. All Conveyances of Lands purchased under the Authority of this Act, and all Releases of Rights and other Deeds deemed requisite in connexion with the Conveyances, shall be taken and made to the Two Companies jointly, and all those Lands shall be vested in the Two Companies jointly and equally.

Execution of Deeds Poll.

30. In all Cases in which "The Lands Clauses Consolidation Act, 1845," authorizes the Promoters of the Undertaking to execute a Deed Poll for vesting Lands in themselves, the Two Companies, or failing them any Arbitrator appointed under this Act, may execute the

the same under their Seals, or, as the Case shall be, under his Hand and Seal, and thereupon all the Estate and Interest in the Lands described in such Deeds Poll, which by that Act is to vest absolutely in the Promoters of the Undertaking, shall vest in the Two Companies jointly and equally.

User of Lands.

31. All Lands from Time to Time by or under this Act vested in the Two Companies jointly and equally (in this Act called "the joint Lands") shall be so vested in them for their joint and equal Use and Benefit, save only so far as they from Time to Time otherwise agree with respect to the User of any Works or Conveniences from Time to Time made on the joint Lands.

Power to grant Building Leases in first instance of certain superfluous Lands.

32. The Two Companies may grant Building Leases of any Lands which in the Execution of the Powers of this Act they may purchase but do not require for the Purposes of this Act (but without prejudice to the Provisions of "The Lands Clauses Consolidation Act, 1845," requiring within the prescribed Period the Sale of superfluous Lands,) for such Term of Years, at such Rents, and subject to such Covenants, Conditions, and Stipulations as the Two Companies shall deem expedient with reference to the special Circumstances of each Demise, but every such Lease shall be granted within the Period prescribed by "The Lands Clauses Consolidation Act, 1845," for the Sale of superfluous Lands; and any Lands comprised in any such Lease shall (subject to such Lease) be sold within the Period prescribed, and in default of Sale shall vest as provided by "The Lands Clauses Consolidation Acts, 1845," with reference to superfluous Lands: Provided always, that whenever by vesting in various Owners or otherwise the Reversion upon any such Lease shall be severed, the Rent may be apportioned by Agreement between such Owners, and if such Apportionment be not so agreed the same shall be settled by an Arbitrator appointed by the Board of Trade; and after such Apportionment the Owner of each Part of the Reversion shall, in respect of the apportioned Rent allotted or belonging to him, have the Benefit of all Conditions or Powers of Re-entry for Nonpayment of the original Rent in like Manner as if such Conditions or Powers had been reserved to him as incident to his Part of the Reversion in respect of the apportioned Rent allotted or belonging to him.

Application of Contribution.

33. The Money paid and contributed by the *South-western* Company to the *Dover* Company under the said Heads of Agreement shall be by them applied for the Purposes of their Metropolitan Extensions, but the *South-western* Company shall not be bound or entitled to see to or interfere in the Application thereof, nor shall they in respect thereof be Proprietors in any Undertaking or Capital of the *Dover*

Company, or have any Right to vote or to be represented at any Meeting of the *Dover* Company.

Tolls for Traffic carried by South-western Company.

34. For Traffic conveyed by the *South-western* Company under the Authority of this Act or of the said Heads of Agreement, or of any other Agreement from Time to Time subsisting between the Companies under the Authority of this Act, over any Railway or Portion of Railway of the *Dover* Company, the *South-western* Company may demand the same Tolls, Rates, and Charges as the *Dover* Company might demand for the same Traffic if conveyed by them over such Railway or Portion of Railway.

Agreements between the Two Companies.

35. The Two Companies may from Time to Time enter into, execute, rescind, annul, or carry into effect Agreements for or with respect to the Execution of this Act, and for or with respect to the following Purposes, or any of them, and any incidental Matters; (to wit,)

The working over and User by the *South-western* Company of all or any of the Metropolitan Extension or City Lines Railways of the *Dover* Company, and their connected Stations, Works, and Conveniences, the Times at which those Powers shall come into operation, and the Limitations, Restrictions, Conditions, and Arrangements under which they shall be exercised:

The Maintenance, working, and Superintendence of any Sidings, Works, and Conveniences on the joint Lands or elsewhere, and the Removal thereof or of any Part thereof, and the Substitution of others, either on the joint Lands or elsewhere:

The Partition or separate Appropriation of all or any Part of the first provided or of any substituted Station Accommodation and Conveniences, and of the Lands aforesaid:

The Construction, Maintenance, Ownership, and User, jointly or in severalty, by the Two Companies, or by either of them alone, of any Station to be made on the Railways of the *Dover* Company to the Northward of *Ludgate Hill*, or over which Running Powers may from Time to Time be exercised by the *South-western* Company, and of the Lands for the same:

The Cost and Expenses of such Stations, Railways, Works, and Lands, and of any other Objects of this Act:

The Facilities to be afforded by the Two Companies respectively to and for Traffic passing to, from, or over any Railway of either of them from, to, or over any Railway of the other of them, including Through Booking, and the fixing and Quotation of Through Fares and Rates, and the Issue and Amount of Season Tickets, and the Division of the Proceeds between the Two Companies:

The

The Payments, Terms, and Conditions on which either Company may use any Railways, Stations, Works, or Conveniences of the other of them:

The Tolls, Fares, Rates, and Charges to be charged on any of the Railways, and at any of the Stations of either of the Two Companies, and the Appropriation thereof, and the Rents, Payments, Rebates, Drawbacks, Deductions, and Allowances to be paid and allowed by each or either of the Two Companies to or for the other of them:

The Execution by either of the Companies in furtherance of this Act, or of the said Heads of Agreement, and either alone or jointly with the other Company, of any of the Powers of the other Company:

The Admission of either of the Two Companies to the Benefit of any Agreement or Arrangement of the other of them with any other Company, and to which they can be admitted consistently with the Terms thereof.

Sanction of Proprietors to Agreements.

36. Any Agreement to be made under the Authority of this Act for any of the Purposes aforesaid shall not have any Operation or Effect until the Terms thereof are sanctioned by Three Fifths at least of the Votes of the Proprietors voting, personally or by proxy, at an Extraordinary General Meeting of each Company convened with Notice of this Purpose of the Meeting, nor shall any Agreement between the Two Companies be rescinded or annulled without the like Sanction.

Part 3 of 26 & 27 Vict. c. 92. incorporated.

37. Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," is incorporated with this Act, and shall apply to all Agreements to be made under the Authority of this Act, so far as they relate to the Purposes specified in that Part III.

Interest not to be paid on Calls paid up.

38. The *South-western* Company shall not, out of any Money by any Act relating to them authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that they may pay to any such 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 contained.

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

39. The *Dover* Company shall not, nor shall the *South-western* Company, out of any Money by any Act relating to them authorized to be raised by Shares or by borrowing for the Purposes of such Act or Acts, pay or deposit any Sum of Money which, by any Standing

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 them to construct any Railway, or to execute any other Work or Undertaking.

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

40. Nothing herein contained shall be deemed or construed to exempt the Railways by the recited Act authorized 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 any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Tolls for small Parcels authorized by this Act or any other Act relating to the *Dover* Company or the *South-western* Company.

Expenses of Act.

41. The Costs and Charges and Expenses of preparing and passing this Act, and preliminary and incidental thereto, shall be paid by the *Dover* Company and the *South-western* Company in equal Moieties.

The

The SCHEDULE referred to in the foregoing Act.

HEADS OF AGREEMENT between the London, Chatham, and Dover and the London and South-western Railway Companies, herein-after called respectively the Dover Company and the South-western Company.

Dated the Fifth Day of January One thousand eight hundred and sixty-five.

First. The Dover Company undertake to finish and complete Railway No. 7, authorized by their "New Lines Act, 1864," for connecting their Railway with the Knight's Hill Junction Station, to be constructed by the London, Brighton, and South Coast Company on their Mitcham and Tooting Lines of 1863, as authorized and required by the London, Brighton, and South Coast Railway, "Mitcham and Tooting Lines Act, 1863," as a double Line, with all necessary Works, Junctions, and Conveniences proper to be constructed by the Dover Company, so that the same may be ready for Traffic on or before the Thirty-first Day of July One thousand eight hundred and sixty-six.

Second. The Dover Company undertake to finish and complete, subject to the Terms of an Agreement dated Seventh May One thousand eight hundred and sixty-four between the Dover and South-western Companies Railways No. 1, 3, and 4, authorized by the "Dover Company's New Lines Act, 1864," with all necessary Works, Junctions, and Conveniences, and to open the same for Traffic on or before the First Day of May One thousand eight hundred and sixty-five.

The South-western Company undertake to perform their Obligations under that Agreement within the same Period.

Third. The Dover Company agree to give and grant in perpetuity to the South-western Company Powers to work over and use, with Engines and Carriages of every Description, and Drivers and Guards, for the Purposes of the Conveyance to or from or over the System of the South-western Company, subject to the Limitations and Provisions herein-after expressed, of Passengers, Passengers Luggage, Parcels, Horses, Carriages, Dogs, Specie, Mails, and all other Coaching Traffic (as the same is from Time to Time defined at the Railway Clearing House), all or any Portions of the Railways of the Dover Company which may in their present State, or when widened in accordance with the Stipulations contained in Article 8, intervene between the Clapham Junction Station of the South-western Company and the Long Hedge Junction (inclusive) of the Dover Company, and the said Knight's Hill Station respectively on the one hand, and the Dover Company's Ludgate Station (inclusive) on the other hand, and for the Purposes of such Traffic the Use (subject to Article 13) of all Junctions, Stations, Station Staff, Sidings, Buildings, Offices, Platforms, Waiting Rooms, Approaches, Watering Places, Telegraph Signals, Turntables,

Turntables, Works, and Conveniences on such Portions of the Railways so to be used and worked over as aforesaid by the South-western Company; such Powers of working over and using to commence, as regards all the Portions of Railways aforesaid, and their respective connected Stations and Works (except the Railway No. 7 mentioned in Article 1), from and after the Payment of the Sum of Two hundred thousand Pounds mentioned in Article 9, and as regards the Railway No. 7, from and after the Payment of the further Sum of One hundred and sixteen thousand Pounds mentioned in that Article.

Such Powers of working over and using the Portions of the Dover Company's Lines shall be exercised subject to the Rights of the Great Northern Railway Company under the "Dover Company's (City Undertaking) Act, 1864," and the Agreement between the Great Northern and Dover Companies dated the Thirtieth Day of June One thousand eight hundred and sixty-four, but not including any Rights under any other Agreement executed or to be executed, and subject also in fixing the Time of Arrival and Departure of Trains to the reasonable Priority of the Passenger Trains of the Dover Company, due Regard being had to the Character and Importance of such Trains, and also with the Understanding that, subject as aforesaid, the Passenger Trains of the Dover and South-western Companies respectively have Priority over the Goods and Coal Trains of every Company.

The Traffic to which this Article shall apply is limited to Traffic as above defined which may be brought from or sent to the Railways of the South-western Company, including all Railways which they may now or hereafter own, lease, or use, and by them carried over such Railways, or any of them, and which Traffic, being bonâ fide Traffic of the South-western Company, can be so brought or sent by way of the said Clapham or Long Hedge Junctions or the said Knight's Hill Station.

Fourth. The Dover Company likewise agree to give and grant in perpetuity to the South-western Company Powers without Payment of Toll or other Charge, except as herein provided, to run and work through the Ludgate Station over any Part of the Dover Company's Lines and Works intermediate between that Station and the Sidings and Works to be constructed as next mentioned for the Purpose of enabling South-western Trains, Engines, and Carriages necessary for or used by the South-western Company in the Conduct of the Traffic mentioned in the last Article to obtain Access to and use the Sidings and Works which are to be constructed partly on the Site of the Fleet Prison, and partly on Land to be purchased North of that Site, for the Purpose of shunting Engines and Carriages, and of shunting, forming, and arranging Trains. For the convenient User of such Sidings and Works by the South-western Company the Dover Company shall, at the Expense of the South-western Company, lay down and maintain the necessary and proper Points, Crossings, Signals, and other Works for enabling South-western Trains, Engines, and Carriages to pass conveniently to and from those Sidings into and from and through the Ludgate Station, and upon and from and over any intermediate Portion of Railway between that Station and those Sidings and Works.

Fifth. The Sidings and Works referred to in Article 4 shall be constructed partly on Land now belonging to the Dover Company (including a Portion of the Site of the Fleet Prison) to be appropriated for the Purpose, and partly on Land North of that Site to be purchased as hereafter provided. The Engineers of the Two Companies shall as soon as possible agree upon the Portions of

Land

Land to be so appropriated and necessary to be purchased respectively for these Sidings and Works, and a joint Application by both Companies shall be made to Parliament in the next Session for the necessary Powers to make the necessary Appropriation and Purchase, and such Application shall be renewed, if necessary, until such Powers be obtained.

Immediately after such Powers have been obtained the necessary Land shall be purchased, and also the Sidings and connected Works constructed in the Manner and according to a Plan to be agreed upon by and to the Satisfaction of the Managers and Engineers of the Two Companies, any Difference to be settled by Arbitration as hereafter provided.

Sixth. The South-western Company shall, on the Requisition of the Dover Company, founded on the Certificate of the Managers and Engineers of the Two Companies, from Time to Time provide the Monies necessary for the Purchase of the additional Land to be provided for the Sidings referred to in Articles 4 and 5, and the Costs and Expenses incidental thereto, and for the Construction of such Sidings upon the appropriated and purchased Lands, and all such Lands shall immediately after the passing of the intended Act be absolutely vested in the South-western and Dover Companies jointly.

It is understood that the Sidings and Works connected therewith, while being as far as possible sufficient for the intended Purpose, shall be of a temporary Character, and in the event of their Removal becoming necessary for the Purpose of the Erection of a Station in or near Farringdon Street by either of them, the South-western Company and the Dover Company, they respectively shall be bound to concur in such Removal: Provided always, that previous to Interference therewith equally convenient Sidings and Works shall be provided for the Use of the Two Companies by and at the Expense of the Company requiring such Removal.

And the Dover Company and the South-western Company shall be bound, in the event of either Company proposing to erect a Station North of Ludgate Hill, to give to the other Company the Option of becoming joint Owners of such Station upon Terms to be agreed or settled by Arbitration; and if under such Agreement the South-western Company should become joint Owners of such Station, then their Running Powers as defined by Article 3 shall be extended over the Railways and Works intermediate between the Ludgate Station and such new Station, but subject to the Payment, for the Use of the Line North of Earl Street, of the maximum Charges prescribed by Sections 31 and 32 of the City Undertaking Act of the Dover Company, the South-western Company to be entitled thereout to a Deduction of Twenty-five per Cent. of those Charges after Payment of Government Duty to cover their Cost of working, and the remaining Seventy-five per Cent. is to be in satisfaction for the Use of the Portion of Railway last mentioned; and in the dealing with any Through Rate under this Agreement over Railways of which that Portion of Railway is Part, the total Amount chargeable against the South-western Company for the Use of that Portion of Railway before Deduction of the Twenty-five per Cent. shall be first paid thereout, so that the Remainder of that Through Rate in respect of Railways South of Earl Street shall alone be the Subject of the Mileage Division herein provided for.

Provided always, That the Seventy-five per Cent. paid by the South-western Company for the Use of the Line North of Earl Street shall be not higher than the lowest net Payment from Time to Time payable and paid for the Use

of

of the same Line by the Dover Company or any other Company, except the Great Northern Company in respect of Payments by them under the said Agreement of the Thirtieth Day of June One thousand eight hundred and sixty-four, from Time to Time entitled to use it under like Circumstances and for similar Considerations.

Seventh. The Dover and the South-western Companies shall have equal Rights of User of the Sidings mentioned in Article 5, and of the Works and Conveniences on or connected therewith; such Sidings and Works shall be used for the shunting of the Engines and Carriages, and for the shunting, forming, and arranging of the Trains of both Companies, due Regard being had to the Convenience of each Company, and each Company being bound so to conduct its Business as to cause the least possible Delay or Inconvenience to the other.

An Account to be kept of the Extent of User by each Company according to the Number of Vehicles shunted upon such Sidings, and each Company shall contribute in proportion to such User towards an annual Rental equal to the current Expenses of Maintenance and working, and Five per Cent. per Annum on the Amount expended by the Companies respectively in the Purchase of Land already acquired or to be acquired as aforesaid, and in the Construction of the Sidings and Works; such current Expenses to be first repaid out of the Rent, and the Five per Cent. to be thereafter paid thereout to the Dover and South-western Companies respectively, as the Case may be, in Remuneration of such their Capital Outlay respectively.

If the Lands respectively appropriated and purchased for the Purposes of the said Sidings and Works as aforesaid are hereafter applied for other Purposes, the beneficial Ownership therein of the Two Companies respectively shall be taken and considered to be in the Proportions of the Amounts expended in respect of those Lands respectively by the Two Companies, and on which Expenditure they respectively shall, during their Use for the Purpose of the said Sidings and Works, have been entitled to receive their Five Pounds per Cent. per Annum.

Eighth. In order that the Trains of the South-western Company working over and using the Portions of Railways under this Agreement may not be unduly impeded, the Dover Company undertake, on or before the First Day of August One thousand eight hundred and sixty-five, to widen and construct their Railway from Herne Hill Station towards Blackfriars so as to form Four Lines of Rails for the whole Distance from Herne Hill Station to Ludgate Station, both inclusive, it being understood that as far as possible non-stopping Trains shall use the inner Lines and stopping Trains the outer Lines of such Four Lines of Way.

At the Junctions the Trains of the Two Companies shall, subject to the Rights of the Great Northern Company under the said "City Undertaking Act, 1864," and the said Agreement of Thirtieth June One thousand eight hundred and sixty-four, but not including any Rights under any other Agreement executed or to be executed between the Great Northern and the Dover Companies, have Priority in the Order in which they are due; but when Trains do not keep their proper Times the Train which first arrives at a Junction shall be allowed to proceed without being unduly detained at that Junction.

As regards the Ludgate Station, the Dover Company undertake that in arranging the Time Tables of Trains departing from or passing through that Station

Station a clear Interval of not less than Three Minutes shall be left vacant in every Half Hour, from 8 A.M. till 12 midnight, to enable at least One South-western Train to depart from Ludgate Station half-hourly, and so in like Manner a similar Interval in each such Half Hour shall be left vacant to enable at least One South-western Train to arrive at Ludgate Station half-hourly during the Time above mentioned.

Ninth. In consideration of the perpetual Rights of working over and User and other Rights and Services secured by this Agreement, the South-western Company shall pay to the Dover Company the Sum of Three hundred and sixteen thousand Pounds as follows; viz.,

Subject to the Terms and Conditions which, as regards the raising thereof, may be imposed by Parliament, the Sum of Two hundred thousand Pounds to be raised under the Powers of the intended Act of Parliament for authorizing such Rights of User, and for authorizing the South-western Company to raise the Monies necessary for the Fulfilment of their Obligations under these Heads of Agreement, shall be paid out of the Monies authorized to be so raised within One Month after the Royal Assent shall have been given to such Act: Provided always, that the Railways mentioned in Article 2 shall, so far as the Dover Company are according to that Article under Obligation to complete the same, have been first completed and opened for Traffic; and, subject as aforesaid, the Sum of One hundred and sixteen thousand Pounds, the Balance of the said Sum of Three hundred and sixteen thousand Pounds, shall be paid at the same Time: Provided always, that the Railway Widening and Works respectively mentioned in Articles 1 and 8 shall have been first completed and ready for Traffic, or within One Month after the same Railway Widening and Works respectively shall be completed and ready for Traffic.

Tenth. The South-western Company and Dover Company shall respectively book through at Through Fares and Rates all Coaching Traffic (including Specie and Mails) between Ludgate Station and any Station North of Ludgate to and from which the South-western Company may hereafter be entitled under this Agreement to run, and other Stations on the Portions of Railways mentioned in Article 3, and such Stations on the South-western System as may be agreed. The Points between which such Through Booking Fares and Rates shall be established and such Through Rates and Fares for such Traffic to be agreed by the Managers of the Two Companies, or in default of Agreement settled by Arbitration; it being understood that in calculating such Through Rates and Fares the Rates and Fares shall not, unless mutually agreed, be less than the usual non-competing Rates and Fares to and from the South-western Company's Waterloo Station.

Subject to and except as provided by Article 6, these Through Rates and Fares (including all Payments for Specie and Conveyance of Mails) shall, less Government Duty, be divided between the Two Companies according to actual Mileage, but subject, after Payment of such Duty, to a Deduction by the South-western Company of Twenty-five per Cent. of the Mileage Proportion over the Lines which they acquire the Right to run over and use under this Agreement, and over which such Traffic shall pass, that Twenty-five per Cent. being intended to repay the South-western Company for the Cost of working such Traffic over such Lines: Provided that the Through Rates and Fares are not to be fixed so high as unduly or improperly to restrict the Traffic, or so low as unduly or improperly to prejudice the Dover Company.

Eleventh. In consideration of the Nature and Cost of the Works, Stations, and Conveniences on the Portions of Line referred to in Article 3, the Dover Company shall, on the Division of Through Rates and Fares provided by the last Article, be entitled to receive an additional Mileage Allowance as follows: First, in the Case of Traffic conveyed to or from the Ludgate Station for any Distance exceeding Twenty Miles by Railway and not exceeding Forty Miles, the Traffic to be considered by the Two Companies, and for the Purpose of Appropriation between them, as carried One Mile beyond the actual Distance, and the South-western Company to have as its Proportion the Amount due to the actual South-western Distance, and the Dover Company to have as its Proportion the Amount due to the actual Dover Distance and to the added Mile. Second, in the Case of Traffic conveyed to or from the Ludgate Station for any Distance exceeding Forty Miles by Railway, the Traffic to be considered as carried Two extra Miles, and the South-western Company to have the Amount due to the actual South-western Distance, and the Dover Company to have the Amount due to the actual Dover Distance and to the added Two Miles.

Twelfth. In consideration of the Payment by the South-western Company of the aforesaid Sum of Three hundred and sixteen thousand Pounds, they shall be entitled to the free working over and User of the Lines and Stations, Works, and Junctions mentioned in Article 3, and all the Services and Privileges and Rights conceded by these Heads of Agreement for the Traffic specified in Article 3, until the Proportion of Fares and Rates payable to the Dover Company, as provided by Articles 10, 11, and 21, upon Traffic mentioned in Article 3 carried by the South-western Company's Trains, shall reach the Sum of Eleven thousand and sixty Pounds per Annum; whenever such Proportion shall exceed Eleven thousand and sixty Pounds per Annum the South-western Company shall pay to the Dover Company such Excess.

Thirteenth. The South-western Company shall, if and for such Periods as the Dover Company by Writing require them so to do (but not otherwise), carry and convey for the Dover Company the local Passenger and Coaching Traffic defined as aforesaid arising on the Portions of the Dover Company's Railways referred to in Article 3, but only by such Trains stopping for South-western Purposes at the Stations between which such local Traffic may arise as the South-western Company may run over such Lines for the Purposes of the Traffic mentioned in that Article, and such local Traffic shall be conveyed at Fares and Rates to be fixed by the Dover Company, and that Company shall retain such Fares, paying monthly to the South-western Company Fifteen per Cent. thereof, after Deduction of Government Duty out of the Fares.

Fourteenth. The Running Powers and User of Stations by the South-western Company hereby granted shall at all Times be subject to the reasonable Regulation, Control, and Management of the Dover Company, such Regulation, Control, and Management to apply equally to all Companies using the Stations and Railways, except as herein provided.

Fifteenth. The South-western Company shall, by way of Addition to the Rights and Privileges by this Agreement conceded to them, be entitled at their sole Expense to place their own Booking Clerks and Ticket Collectors at Ludgate, Blackfriars, and such other Stations on the Portions of the Railway of the Dover Company referred to in Article 3 as they may from Time to Time determine,

determine, and the Dover Company shall give all necessary Accommodation to such Officers, but they shall not be bound to erect or provide any additional Offices or Accommodation at their Stations for that Purpose, and such Officers shall at all Times be bound to conform to and obey all reasonable Regulations of the Dover Company.

Sixteenth. Nothing in this Agreement shall affect or prejudice the Agreement of the Seventh Day of May One thousand eight hundred and sixty-four entered into between the Two Companies, and referred to in Article 2, except so far as may be provided by this Agreement.

Seventeenth. The Dover Company, so far as they from Time to Time have the Power, shall give to the South-western Company the Benefit of any Arrangements between the Dover Company and the Great Northern, the Midland, the Metropolitan, and other Companies respectively, so that Traffic may be interchanged at Ludgate Station or at any such new Station North of it, as before referred to, between those respective Companies and the South-western Company.

Eighteenth. The South-western Company, so far as they from Time to Time have the Power, shall give to the Dover Company the Benefit of any Arrangement between themselves and the West London Extension and any other Railway Company, so that Traffic may be interchanged between the West London Extension Company and such other Railway Companies respectively and the Dover Company at Brixton, Herne Hill, or other convenient Stations or Points on the Dover Company's Lines.

Nineteenth. The necessary Application for Powers to carry out this Agreement to be made by the Two Companies jointly in the next Session, and to be repeated as often as need be in such Form as may be agreed between the Solicitors of the Two Companies, or, in default of such Agreement, determined by Mr. John Horatio Lloyd.

Twentieth. The Dover and South-western Companies shall so far as possible each towards the other act as friendly Companies, and shall maintain friendly Relations the one with the other, and shall give to each other Through Booking, Through Rates and Fares, and all reasonable Facilities for Interchange of Traffic viâ Clapham, Long Hedge, Brixton, and Herne Hill Junctions respectively for Traffic which can be conveyed as a Through Service between their respective Lines of Railway, and shall not interfere with the District or Traffic of the other.

Twenty-first. As regards Season Tickets in respect of the Traffic mentioned in Article 3, the Charges to be made to the Public are to be agreed upon between the Two Companies, or in default of Agreement to be settled by Arbitration, such Charges to be divided by Mileage on the Principle specified in Articles 10 and 11, less Government Duty, and the Per-centage for working allowed by this Agreement in respect of ordinary Fares. An increased Allowance to be made for the Use of the intermediate Line North of Ludgate Station in the Case of Season Tickets using a Station North of Ludgate Hill, as referred to in Article 6, such increased Allowances to bear the same Proportion to the total Season Ticket charged as the increased Charge to be made in the Case of an ordinary Fare, according to Article 6, shall bear to that ordinary Fare.

Twenty-second. All Differences and Questions arising between the Two Companies or their respective Engineers under these Heads, and all Matters therein required to be settled by Arbitration, shall be referred to an Arbitrator, to be appointed by the respective Chairmen of the Two Companies, or, in case of Difference, by the Board of Trade.

Twenty-third. These Heads of Agreement shall be forthwith sealed by both Companies, and, if desired by either Company, a more formal Agreement prepared and executed, such formal Agreement to be settled between the Solicitors of the Two Companies, or, in case of Difference, by Mr. John Horatio Lloyd.

In witness whereof the said Companies, Parties hereto, have hereunto set their Common Seals the Day and Year first above mentioned.

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