ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

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Cap. clxvi.

An Act for making Railways between the *London, Brighton, and South Coast* and *Direct Portsmouth* Railways and *Hayling Ferry*, and for other Purposes. [23d *July* 1860.]

WHEREAS the making and maintaining of Railways between the *London, Brighton, and South Coast* and the *Direct Portsmouth* Railways in the Parish of *Havant* and *Hayling Ferry* would be of great public Advantage: And whereas Plans and Sections of the intended Railways and other Works showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Land through or upon which the same is intended to pass, be made, or which may be required for the Purpose of the Undertaking, have been deposited with the Clerk of the Peace of the County of *Southampton*: And whereas the Persons herein-after named, with other Persons and Corporations, are willing, at their own Expense, to carry the said Undertaking into execution, if authorized by Parliament so to do: May it therefore please Your Majesty that it 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

ment assembled, and by the Authority of the same, as follows; (that is to say,)

8 & 9 Vict. cc. 16. 18. & 20. incorporated.

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

Short Title.

II. In citing this Act for any Purposes it shall be sufficient to use the Expression, "The *Hayling* Railways Act, 1860."

Subscribers incorporated.

III. The Persons following, (that is to say,) *Thomas Paris, Frederick Twynam, Robert Watkins,* and *Louis More,* and all other Persons and Corporations who have already subscribed or who shall hereafter subscribe to the Undertaking, their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways and Works hereby authorized; and such Company shall be incorporated by the Name of "The *Hayling* Railways Company," in this Act called the Company, and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the Undertaking, within the Restrictions herein and in the said Acts contained.

Capital.

IV. The Estimate of the Expense for the Undertaking being Fifty thousand Pounds, the Share Capital of the Company shall be Fifty thousand Pounds.

Shares.

V. The Number of Shares into which the Capital shall be divided shall be Five thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

VI. The greatest Amount of any One Call which the Company may make on the Shareholders shall be Two Pounds, and Two Months at least shall be the Interval between successive Calls, and Two Third Parts 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.

VII. The Company may borrow on Mortgage any Sums not exceeding Sixteen thousand six hundred Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Fifty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up, and until they 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 such Subscribers

Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Application of Capital.

VIII. The Monies by this Act authorized to be raised, whether by Shares, Mortgage, or Bond, shall be applied only in carrying into execution the Objects and Purposes of this Act.

Arrears may be enforced by Appointment of a Receiver.

IX. The Mortgagees of the Company may enforce the Payment of the Arrears of Interest, or the Arrears of Principal and Interest, due on such Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of such Receiver, in the event of the Principal Monies 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 Five thousand Pounds in the whole.

First and other Meetings.

X. The First Ordinary Meeting of the Company shall be within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings shall be held in the Months of *February* and *August* in every Year.

Number and Qualification of Directors.

XI. Subject to the Provisions herein contained for reducing the Number of the Directors, the Number of the Directors shall be Four, and the Qualification of a Director shall be the Possession in his own Right of Ten Shares in the Undertaking.

First Directors to continue in Office until First Meeting after passing of this Act.

XII. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Place of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body; and at the First Ordinary Meeting to be held every Year thereafter the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of Directors then retiring from Office, agreeably to the Provisions of "The Companies Clauses Consolidation Act, 1845," and in this Act mentioned; 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," and by this Act or either of them.

First Direction of Company.

XIII. The said *Thomas Paris*, *Frederick Twynam*, *Louis More*, and *Robert Watkins* shall be the First Directors of the Company.

Quorum.

XIV. A Quorum of Directors shall be Three.

XV. The

Power to make Railway, &c. according to deposited Plans.

XV. The Company, subject to the Provisions in this and the recited Acts contained, may make and maintain the Works herein-after mentioned, with all proper Approaches, Stations, and Conveniences connected therewith; (that is to say,)

First, a Railway, wholly in the County of *Southampton*, commencing by a Junction with the Main Line of the *London, Brighton, and South Coast* Railway at a Point situate Twenty-six Chains or thereabouts Eastward of the *Havant* Station of that Railway in the Parishes of *Warblington* and *Havant*, or One of them, and passing through the Parishes of *Warblington*, *Havant*, *North* and *South Hayling*, and *Langston*, and terminating at or near the Ferry House at *Cumberland Ferry* in the Parish of *South Hayling* in the Island of *Hayling*:

Second, a Railway, wholly in the County of *Southampton*, commencing by a Junction with the *Direct Portsmouth* Railway at a Point Fifty-two Chains or thereabouts Northward of the Point of Junction of that Railway with the *London, Brighton, and South Coast* Railway in the Parish of *Havant*, and passing through the Parishes of *Havant* and *Warblington*, and terminating by a Junction with the intended Railway first described at a Point situate at or near where the said intended Railway is intended to pass under the Turnpike Road leading from *Havant* to *Chichester* in the said Parish of *Havant*:

And such Works may be made in the Lines and the Situation, within the Limits of Deviation, and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Sections so respectively deposited as aforesaid, and it shall be lawful for the Company to enter upon, take, and use such of the said Lands as shall be necessary for such Purposes.

As to Junctions with London and South-western, and London, Brighton, &c. Railways.

XVI. No Junction of the Railways with the Railways of the *London and South-western* Railway Company (herein-after called the "*South-western* Company") or of the *London, Brighton, and South Coast* Railway Company (herein-after called "the *Brighton* Company") shall be made, nor shall the Company, for the Purposes of their Railways or either of them, take, use, enter upon, or interfere with any of the Lands or Works of the *South-western* Company or of the *Brighton* Company, or either of them, without in every Case their previous Consent in Writing under their respective Common Seals: Provided always, that if and whenever the *South-western* Company or the *Brighton* Company consent to any Junction being made, the Junction shall be made at such Point only, and in such Manner, and with such Points, Switches, Signals, and other Apparatus and Conveniences, as the *South-western* Company or the *Brighton* Company think fit, and shall be worked and used in such Manner as not to interfere with the working or User or the Safety or Convenience of the Railways of the *South-western* Company or of the *Brighton* Company, or the Traffic thereon, and under such Regulations with respect

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to such working and User, and for securing Safety and Convenience, and on such Terms and Conditions, as the *South-western* Company or the *Brighton* Company think fit.

Company not to take Lands of Railway Companies herein named without Consent.

XVII. Nothing in this Act contained shall authorize the Company to alter the Level of the *South-western* Railway or of the *Brighton* Railway, or without the Consent in Writing of the *South-western* Company or of the *Brighton* Company, under their Common Seals, for that Purpose first had and obtained, as the Case may require, to take or enter upon any of the Lands of the *South-western* Company or of the *Brighton* Company, or to alter, vary, or interfere with the *South-western* Railway or the *Brighton* Railway, or any of the Works thereof, further or otherwise than is necessary for the Construction of the Railway by this Act authorized.

Not to interfere with the same Companies, without Consent.

XVIII. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining the intended Railways, or of forming and maintaining any Junction or Junctions which may at any Time or Times hereafter be made, acquire any Ownership of or in any Land or Property of the *South-western* Company or of the *Brighton* Company, but only an Easement, so as to form and maintain and use the intended Railways, and so as to form and maintain such Junction or Junctions; and the Company shall not, for the Purpose of forming or maintaining the Railways, interfere with the *South-western* Railway or with the *Brighton* Railway, or any of the Land or Works of the *South-western* Company or of the *Brighton* Company, or execute any Work whatsoever under or in any way affecting the same, until they shall have delivered full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed affecting the *South-western* Railway or the *Brighton* Railway, and the Land and Works thereof, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works, and the Materials to be used for the Purpose, nor, until those Plans, Drawings, and Specifications shall have been examined and approved under his Hand by the principal Engineer of the *South-western* Company or of the *Brighton* Company, as the Case may require, or, in the event of his declining to approve the same, until the same shall have been so examined and approved, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed according to such approved Plans, Drawings, and Specifications, under the Superintendence and to the Satisfaction of the principal Engineer for the Time being of the *South-western* Company or of the *Brighton* Company.

Company to pay to the said Companies Expenses of Watchmen.

XIX. During the Construction of the Railway adjacent to the Line of the *South-western* Railway and the *Brighton* Company the Company will bear, and on Demand will pay to the *South-western* Company or to the *Brighton* Company, as the Case may require, the Expense of the Employment

ment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ or otherwise.

Penalty in case of Interruption of Traffic on the South-western and Brighton Railways.

XX. If by the reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the *South-western* Railway or with the *Brighton* Railway, so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *South-western* Company or to the *Brighton* Company, as the Case may require, the Sum of Fifty Pounds *per* Hour, by way of ascertained Damages, for every Hour during which that Obstruction shall continue.

Company to pay all Damages sustained by South-western and Brighton Companies.

XXI. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *South-western* Company and to the *Brighton* Company all Costs, Losses, Damages, and Expenses which may be occasioned to the *South-western* Railway or to the *Brighton* Railway, or to any of the Works or Property thereof, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company or of any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *South-western* Company and the *Brighton* Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Land for additional Stations, &c.

XXII. The Quantity of Land to be purchased by Agreement by the Company for extraordinary Purposes near to or adjoining the said Railway, as mentioned in "The Railways Clauses Consolidation Act," shall not exceed Three Acres.

Working Plans to be submitted to Admiralty.

XXIII. Previously to commencing any Part of the Works aforesaid on the Sea Shore below High-water Mark, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of such Works, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Works shall be constructed only in accordance with such Approval; and when any such Works shall have been commenced or constructed it shall not be lawful for the Company at any Time to alter or extend the same, without obtaining, previously to making

making any such Alteration or Extension, the like Consent or Approval; and if any such Part of the Works shall be commenced or completed contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Works not to be deviated without Consent of Admiralty.

XXIV. Over the Distance of Three Miles and Four Furlongs from the High-water Mark at *Langstone* to the Terminus near the South End of *Hayling Island* the Railway and other Works shall not deviate from the continuous centre Line of Way marked on the Plan deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

Bridge to be made of open Pile Work.

XXV. The Bridge or Viaduct across the Channel from *Langston* to *Hayling Island* shall be built by the Company of open Pile Work to the Extent of Three hundred and twenty Yards, and a Swivel Opening Bridge shall be there constructed by the Company across such Channel, with Two Openings of not less than Forty Feet Span, and the Soffit of the Bridge or Viaduct so built of open Pile Work as aforesaid shall be not less than Eight Feet above High-water Mark at ordinary Spring Tides.

Lights to be hung out pending Execution of Works.

XXVI. During the Construction of the said Bridge or Viaduct and Works connected therewith the Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Bridge or Viaduct the Company shall cause to be hung out or exhibited upon or near to the Centre of the Bridge or Viaduct every Night from Sunset to Sunrise a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner and be of such Description and be so used and placed as the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

XXVII. It

Vessels or Barges not to be detained.

XXVII. It shall not be lawful for the Company, or any Person or Persons acting under them, to detain any Vessel, Barge, or Boat navigating the said Channel for a longer Space of Time than may be sufficient to admit of any Carriages or Trains regularly traversing the said Railway and approaching the said Bridge to cross the said Channel, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the Company, or any Person or Persons acting under them, shall detain any such Vessel, Barge, or Boat, contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, the said Company, or every Person so offending, shall in every such Case forfeit and pay the Sum of Ten Pounds, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

Penalty for Defaults.

Admiralty may abate unauthorized Deviations.

XXVIII. If any Deviation whatsoever which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation, or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may order a local Survey, at Expense of the Company.

XXIX. If at any Time or Times the said Lord High Admiral or the said Commissioners shall deem it expedient to order a local Survey and Examination of such Works or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Abandoned Portion of Work may be removed by the Admiralty, at Expense of Company.

XXX. If any Work to be constructed by the Company in, under, over, through, or across any tidal Water or River, or if any Portion of any Work which affects or may affect any such Water or River or Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

XXXI. The

As to navigating Ships, &c. through Bridge built over the Cut, &c.

XXXI. The Company shall at all Times allow all Ships and Vessels navigating the Cut made by the Company of Proprietors of the *Portsmouth* and *Arundel* Navigation to pass through the said Bridge without Hindrance, and shall open the said Bridge as soon as such Ships and Vessels shall have worked up to it, and the Parties in charge of or navigating the same shall reasonably require; and nothing in this Act contained shall prejudice the Rights of the said Company of Proprietors of the *Portsmouth* and *Arundel* Navigation.

Land reclaimed by the Works not to be taken without Consent of the Commissioners of Woods, &c.

XXXII. If in the course or by means of the Execution of any of the said Works any Part of the Shores or Bed of the Sea, or of any Creek, Bay, or Inlet thereof, belonging to Her Majesty, shall be inned, gained, or reclaimed from the Water, the said Company shall not have or exercise any Right upon the same or in respect thereof, but such inning, gaining, or Reclamation shall enure absolutely for the Benefit of Her Majesty the Queen, Her Heirs and Successors, and it shall not at any Time afterwards be lawful for the said Company to take, enter upon, or interfere with the Lands so inned, gained, or reclaimed for any Purpose whatsoever, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Powers for compulsory Purchases limited.

XXXIII. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period of Completion of Works.

XXXIV. The Railway or Railways and Works shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers of this or the said recited Acts granted to the Company for executing the said Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways and Works as shall then be completed.

Deposits in Court of Chancery to be forfeited to the Crown in a certain Event.

XXXV. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Four thousand Pounds, being Eight *per Centum* on the Amount of the Estimate of the Expense of the Railway Undertakings proposed to be authorized by this Act, and a Sum of Two thousand Pounds, being Four Pounds *per Centum* on the Amount of the Estimate of the Expense of certain other Undertakings proposed to be authorized by this Act, but which have since been abandoned, have been deposited with the Court of Chancery in *England*, pursuant to the same Act, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Four thousand Pounds so deposited as aforesaid in respect of the Application for this Act, 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 Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivor or Survivors of them, unless the said Company shall previously to the Expiration of the Period limited by this Act for the Completion of the Railway Undertakings hereby authorized either open the said Railways 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 said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares for the Purposes of the said Railway Undertakings, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of such Capital, and if the said Period shall expire before the said Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money 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 Sum of Four thousand Pounds shall have been executed by the said 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 Four thousand Pounds if the said Company shall not within the Time limited for the Completion of the said Railways either open the said Railways 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 for the Purposes of the said Railway Undertakings 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 or Dividends thereof shall be paid to or on Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivor or Survivors 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 Money to be recovered upon such Bond shall be dealt with in like Manner as

as the said Sum of Money and the Interest or 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: Provided always, that it shall be lawful for the Court of Chancery, upon the Petition of the Company or of the Promoters of this Act, at any Time after the passing of this Act, to order that the said Sum of Two thousand Pounds so deposited in respect of the other Undertakings of the Company which have been so abandoned as aforesaid, and all Dividends and Interest thereon, may be repaid to the Company or to the Promoters.

Tolls.

XXXVI. It shall be lawful for the Company to levy and demand Rates, Tolls, and Duties for the Use of the Railway not exceeding the following; (that is to say,)

For Merchandise, &c.

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Sheet Iron, Bar Iron, Hoop Iron, Plates of Iron, Slabs, Billets and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, *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 Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repairs of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fireclay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile Twopence; 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, carried or conveyed on a Truck or Platform not belonging to the Company, *per* Mile Fourpence:

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

In

For Passengers and Cattle.

In respect of Passengers and Animals conveyed in Carriages on the Railway, as follows:

For any Person conveyed in or upon any such Carriage, a Sum *per* Mile of Threepence; and if conveyed in or upon any 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, a Sum *per* Mile of Threepence; and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile of One Penny:

For every Ox, Bull, Cow, or Neat Cattle conveyed in or upon any such Carriage, a Sum *per* Mile of Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny *per* Mile:

For every Calf or Pig, Sheep or Lamb, or other small Animal, conveyed in or upon any such Carriage, a Sum *per* Mile of One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny *per* Mile.

For propelling Power.

XXXVII. The Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railway shall not exceed One Penny *per* Mile for each Passenger, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to Tolls.

XXXVIII. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

For Persons conveyed on the Railway for any Distance more than One and less than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For Articles (except Passengers Luggage) conveyed on the Railway for any Distance more than One and less than Three Miles the Company may demand Tolls and Charges as for Three Miles:

For a Fraction of a Mile beyond Three Miles or beyond any greater Number of Miles the Company may demand Tolls as for One Mile for Passengers, and as for One Quarter of a Mile for Animals and Goods;

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

XXXIX. And

Tolls for small Parcels and single Articles of great Weight.

XXXIX. And with respect to small Packages and single Articles of great Weight, notwithstanding the Rate of the Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels the Company may demand any Sum which they think fit, not exceeding the Rates following:

Not exceeding in Weight Seven Pounds, Fourpence; exceeding Seven Pounds and not exceeding Fourteen Pounds, Sixpence; exceeding Fourteen Pounds and not exceeding Twenty-eight Pounds, Eightpence; exceeding Twenty-eight Pounds and not exceeding Fifty-six Pounds, One Shilling; exceeding Fifty-six Pounds and not exceeding Five hundred Pounds, such Sum as they think proper: Provided always, that Articles sent in large 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, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding One Shilling *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, the Company may demand such Sum as they think fit.

Maximum Rate of Charges for Passengers.

XL. The maximum Rate or Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway, and of Carriages, and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile; and for a Distance not exceeding One Mile, the Sum of Fourpence:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile; and for a Distance not exceeding One Mile, the Sum of Threepence:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny *per* Mile; and for a Distance not exceeding One Mile, the Sum of Twopence.

Maximum Rate of Charge for Cattle, Goods, &c.

XLI. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, the maximum Rate of Charges to be made upon the Railway by the Company, including the Tolls for the Use of the Railway, and Waggons

Waggons or Trucks, and locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Horse or other Beast of Draught or Burden before classed with Horses, the Sum of Fourpence *per* Mile:

For Cattle, the Sum of Threepence *per* Head *per* Mile:

For Calves and Pigs, the Sum of Twopence each *per* Mile:

For Sheep and small Animals, the Sum of One Penny Halfpenny each *per* Mile:

For every Carriage the Weight of which is not more than One Ton, the Sum of Fourpence *per* Ton *per* Mile, and One Penny for every additional Quarter of a Ton *per* Mile:

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith, the Sum of Fourpence *per* Ton *per* Mile:

For Manure, Culm, Cotton, and other Articles herein-before classed therewith, the Sum of Threepence *per* Ton *per* Mile:

Provided always, that it shall be lawful for the Company to demand and take, in addition to the Tolls, Rates, and Charges which are herein-before authorized, a reasonable Sum for the Delivery and Collection of Goods and other Services incidental to the Business of a Carrier, where such Services respectively shall be performed by the Company otherwise than upon the Premises of the Railway.

Restriction as to Charges not to apply to Special Trains.

XLII. Provided always, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run 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 said Railway.

Company may take increased Charges, by Agreement.

XLIII. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charges, 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 of such Goods (except small Parcels) by Passenger or other Trains, or by reason of any other special Service performed by the Company in relation thereto.

Passengers Luggage.

XLIV. Every Passenger travelling upon the Railway may take with him his ordinary Luggage; not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Conveyance thereof.

In case Railways are worked by London and

XLV. If the Railways shall be worked by the *London and South-western* Railway Company, in calculating the Tolls and Charges to be taken and made by that Company upon or in respect of the Railways the

the same and the *London and South-western* Railway shall be deemed One continuous Line of Railway, and no higher Tolls or Charges shall be taken or made in respect of the Railways than could be taken or made if the Railways were Part of the *London and South-western* Railway.

South-western Railway, Tolls and Charges to be calculated continuously.

XLVI. The Company and the *London and South-western* Company may from Time to Time enter into Agreements, under the Authority of this Act, for the following Purposes; (that is to say,)

Powers to make Agreements with London and South-western Company.

First, the User and working of all or any Part of the Railways and the Works belonging thereto and connected therewith:

Secondly, the Conveyance of all or any Part of the Traffic on or from the Railways or any Part thereof:

Thirdly, the Division and Apportionment of all or any Part of the Traffic on the Railways or any Part thereof:

Fourthly, the Supply of any Rolling or Working Stock required for any of those Purposes:

Fifthly, the Management, Maintenance, and Repair of the Railways and Works or any Part thereof:

Sixthly, the Payment of the Costs and Expenses of the working, Management, Maintenance, and Repairs of the Railways and Works or any Part thereof:

Seventhly, the forwarding, Interchange, and Transmission on or over the Railways, and all or any of the Railways belonging to the *London and South-western* Railway Company respectively, of any Passenger or other Traffic which may be conveyed upon, to, and from all or any of those Railways respectively:

Eighthly, the Collection, Delivery, and general Conduct of such Traffic:

Ninthly, the fixing of the Tolls, Rates, Duties, and Charges to be taken with respect to the Traffic so conveyed:

Tenthly, the Collection and Receipt of the Tolls, Rates, Duties, and Charges:

Eleventhly, the Division between the Company and the *London and South-western* Railway Company, or any of them, of the Receipts arising from the Traffic.

XLVII. The *London and South-western* Railway Company may run and pass over, and work and use, with their own Engines and Carriages, the Railways hereby authorized, together with the Stations, Watering Places, Water Sidings, Platforms, Booking and other Offices, Works, Warehouses, Buildings, Conveniences, and Accommodations upon the same or connected therewith, and the Company shall afford all reasonable Accommodation and Facilities at their Stations for the Reception, Transmission, Protection, booking, and Conveyance of all Passengers and Goods passing or being about or intended to pass to or from the Railways hereby authorized from or to the *London and South-western* Railway, and the

Powers for London and South-western Railway Company to run over Railway.

the Expenses incurred by the Company in providing or giving such Accommodation and Facilities shall be repaid by the *London and South-western* Railway Company, and the Amount of such Expenses shall, in case of Difference between the Companies, be determined in the Manner herein-after provided.

Terms for User of such Railway.

XLVIII. If any Difference shall arise between the Companies as to the Tolls, Charges, or other Consideration to be paid and the Terms and Conditions to be observed by the *London and South-western* Railway Company for and in respect of the working and User of the Railway hereby authorized, and the Works and Conveniences thereof, or as to the Amount of Expenses incurred by the Company in providing or giving such Accommodation or Facilities as aforesaid, the same shall from Time to Time be determined by the Board of Trade, or by an Arbitrator to be appointed by that Board.

Joint Committee for Purposes of Agreements.

XLIX. The Company and the *London and South-western* Railway Company may by any such Agreement appoint a Joint Committee, composed of such Number of the Directors of those Companies respectively as those Companies think proper, and from Time to Time may alter, vary, and renew the Joint Committee as Occasion requires, and may regulate the Proceedings of the Joint Committee, and may delegate to the Joint Committee all such Powers as those Companies think necessary for carrying into effect the Purposes of any such Agreement; and every Joint Committee so appointed shall have and may exercise the Powers so from Time to Time delegated to them, in like Manner as those Powers might be had and exercised by those Companies respectively, or their respective Directors, and every Member of the Joint Committee shall have and enjoy the like Indemnities as if he were a Director of the Company by which he is appointed.

Restrictions as to Agreement between Company and South-western Company.

L. No such Agreement shall have any Operation until it be approved by the Board of Trade; and no such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand and take from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways and Works to which the respective Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as they would be if the Agreement were not made.

Approval by Board of Trade.

LI. Provided always, That the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required, and no such Agreement

ment shall be made without the Consent of at least Three Fifths of the Shareholders present, in Person or by Proxy, at an Extraordinary General Meeting of the said Companies specially convened for that Purpose.

Agreements may be revised by Board of Trade.

LII. Provided always, That at the Expiration of the first or any subsequent Period of Ten Years from the making of any such Agreement, or any Modification of any such Agreement, it shall be lawful for the Board of Trade, if they think fit, to cause the same to be revised, and the Board of Trade shall have Power to modify the Terms or Conditions of such Agreement in such Manner as the Board may think necessary, and to declare such Modification to be Part of such Agreement, and the same shall be read and take effect accordingly.

Agreement may be renewed, with the Approval of the Board of Trade.

Public Notice to be given of the Intention to enter into Agreements.

Agreement inoperative until approved by Board of Trade.

LIII. At or after the Expiration of the Agreement or of any future Agreement the contracting Companies, with the Consent in Special Meeting of such Majority of their respective Shareholders as by this Act required, and subject to the Approval of the Board of Trade, may from Time to Time enter into a further Agreement of not more than Ten Years from the Expiration of the preceding Agreement for all or any of the Purposes of this Act authorized: Provided that before the contracting Companies shall enter into any such further Agreement they shall give Notice of their Intention to enter into the Agreement by Advertisement inserted once in each of Two successive Weeks in a *London* daily Morning Newspaper, and in some Newspaper of the County in which the principal Office of every contracting Company is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by the proposed Agreement, and desiring to object thereto, may bring his Objections before the Board of Trade; and no such Agreement shall be valid at Law or in Equity until the same be approved by the Board of Trade.

Notice to be given of Revision by Board of Trade.

LIV. The Company, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may prescribe, that the Board of Trade 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 such Arrangement.

Interest not to be paid on Calls paid up.

LV. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to 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 raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money

advanced by him beyond the Amount of the 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.

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

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

LVII. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company 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 this 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 Rates for small Parcels.

Saving Rights of the Crown and of W. Padwick, Esq.

LVIII. Nothing contained in this Act or in the Acts herein referred to shall extend to authorize the said Company to purchase, take, use, or otherwise interfere with any Foreshore or other Lands, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioner or Commissioners is and are hereby authorized to give, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors, or any Estate, Right, Title, Interest, Franchise, Royalty, Prerogative, or Jurisdiction vested in *William Padwick* Esquire, in right of the Manor of *Hayling*, without the previous Consent in Writing of the said *William Padwick*.

Expenses of Act.

LIX. All the Costs, Charges, and Expenses of and attending the passing of this Act or incident thereto shall be paid by the Company.

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