CHAPTER clxix.

An Act to enable the Isle of Wight (Newport Junction) Railway Company to extend their line to join the authorised line of the Yarmouth and Ventnor Railway, Tramway, and Pier Company; to authorise the construction of certain other new Railways and Works; revival of Powers; additional Capital; and for other purposes. [6th August 1872.] A.D. 1872.

WHEREAS by "The Isle of Wight (Newport Junction) Railway Act, 1868," the Isle of Wight (Newport Junction) Railway Company (herein-after called "the Company") were incorporated with a capital of eighty-four thousand pounds, and were authorised to make a railway (herein-after called "the original line") from the Isle of Wight Railway at Sandown in the parish of Brading in the Isle of Wight in the county of Southampton to the Cowes and Newport Railway, at or near Newport in the parish of Carisbrooke in the Isle of Wight aforesaid: 31 & 32 Vict. c. clxxxi.

And whereas the construction of the Railways Nos. 1, 2, and 3 hereby authorised, from the original line in the parish of Arreton, to join the authorised line of the Yarmouth and Ventnor Railway, Tramway, and Pier Company in the parish of Whitwell, would be of public and local advantage:

And whereas the construction of a railway from the original line in the parish of Newport, commencing at a point in a building numbered 114 on the deposited plans of the Company, to join the original line in the parish of Carisbrooke, at a point in a field numbered 4 on the said deposited plans, would be of public and local advantage:

And whereas the construction of a bridge for carrying a roadway over the River Medina, having an opening span in the centre, from the present town quay at Newport in the parish of Newport to a piece of land opposite to the eastern side of the said town quay in the said parish of Newport, would be of public and local advantage,

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And whereas plans and sections showing the lines and levels of the proposed railways and works, and the lands which may be required to be taken for the purposes thereof, together with a book of reference to those plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands in and through which the same are intended to be made, have been deposited with the clerk of the peace for the county of Southampton, and such plans, sections, and book of reference are herein-after referred to as "the deposited plans, sections, and book of reference:"

And whereas it is expedient that the Company should be empowered to raise a further sum of money for the purposes of this Act:

And whereas it is expedient to revive and extend for a further period the powers given by the recited Act to the said Company to cross the public road No. 6 in the parish of Whippingham, and the bridge numbered 121 in the parish of Newport, in the plans, sections, and book of reference of the Company deposited in respect of the said Act, and also the power to cross the River Medina at or near Coppin's Bridge:

And whereas it is expedient that the Company should be authorised to run over and use the undertakings of the Cowes and Newport Railway Company, and to enter into arrangements and agreements with the Yarmouth and Ventnor Railway, Tramway, and Pier Company for the working of their railway and the railway of the Company, or either of them:

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 be cited for all purposes as "The Isle of Wight (Newport Junction) Railway Act, 1872."

Provisions of general Acts herein named incorporated.

2. The following Acts and parts of Acts are, except where expressly varied by this Act, incorporated with and form part of this Act; (that is to say,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

"The Railways Clauses Consolidation Act, 1845," and Part I. (relating to construction of a railway) and Part III. (relating

to working agreements) of "The Railways Clauses Act, 1863;" and in construing the two last-mentioned enactments the words "work" and "railway" shall be taken to mean the road bridge over the River Medina as well as the railways authorised by this Act:

The provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following matters; (namely,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The consolidation of shares into stock;

The remedies of creditors of the Company against the shareholders;

The borrowing of money;

The conversion of the borrowed money into capital;

The general meetings of the Company;

The making of dividends;

The giving of notices:

Part I. (relating to the cancellation and surrender of shares);

Part II. (relating to additional capital); and

Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863."

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; the expression "the railways" or "the railway," and the expression "the extension railways," shall respectively mean the railways or one of the railways and the works which the Company are by this Act authorised to construct; the expression "the original line" shall mean the railway by the recited Act authorised; the word "share" shall include "stock;" the word "traffic" shall include passengers and luggage, animals, goods, and merchandise, and other articles, matters, and things; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, 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.

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Power to make railways according to deposited plans.

4. Subject to the provisions of this Act, the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways, bridges, and works hereinafter described, with all proper stations, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans and described in the book of reference as may be required for that purpose.

The railways, bridge, and works herein-before referred to and authorised by this Act are—

A Railway No. 1, three miles four furlongs one chain and forty links in length, commencing in the parish of Arreton in the Isle of Wight in the county of Southampton, by a junction with the line of railway of the Company (now in course of construction) authorised to be constructed by "The Isle of Wight (Newport Junction) Railway Act, 1868," herein-after called the Act of 1868, and therein described as Railway No. 1, and shown on the plans deposited in respect of that Act with the clerk of the peace for the county of Southampton, at Winchester, in the year one thousand eight hundred and sixty-seven, at a point about five yards or thereabouts eastwards of the point where such authorised railway crosses or is intended to cross the public road known as Merston Lane, and terminating in the parish of Whitwell in the Isle of Wight in the said county, in a field lately in the occupation of Frank Attrill, deceased, and now of his representatives, at a point about one hundred and thirty yards, measured in a north-easterly direction, from the mill stream running between Southford Mill and Ford Mill, and two hundred yards or thereabouts, measured in a northerly direction, from the north-east corner of Southford Mill:

A Railway No. 2, two furlongs and fifty links in length, wholly situate in the parish of Whitwell, commencing by a junction with the said intended Railway No. 1 at its point of termination as herein-before described, and terminating by a junction with the authorised line of the Yarmouth and Ventnor Railway, Tramway, and Pier Company in a field lately in the occupation of the said Frank Attrill, and now of his representatives, and numbered eight in the said parish of Whitwell on the plans deposited with the clerk of the peace for the county of Southampton in the year one thousand eight hundred and seventy in respect of "The Yarmouth and Ventnor Railway, Tramway, and Pier Act, 1871," as in that Act recited, at a point distant ten yards or thereabouts, in a north-westerly direction, from the

road leading from Ford Mill to Stonebrook, and two hundred and twenty yards or thereabouts, in a south-westerly direction, from Ford Mill:

A Railway No. 3, one furlong and nine chains in length, wholly situate in the said parish of Whitwell, commencing by a junction with the said intended Railway No. 1 at its point of termination as herein-before described, and terminating by a junction with the authorised line of the said Yarmouth and Ventnor Railway, Tramway, and Pier Company in a field numbered sixteen on the said plans of the said Yarmouth and Ventnor Railway, Tramway, and Pier Company, so deposited as aforesaid, lately in the occupation of the said Frank Attrill, and now of his representatives, at a point one hundred and fifty yards or thereabouts, measured in a south-westerly direction, from Southford Mill:

A Railway No. 4, one furlong three chains and thirty-six links in length, commencing in the parish of Newport in the Isle of Wight in the said county of Southampton, at a point near the south-eastern corner of a building on the western bank of the River Medina, and numbered 114 in the said parish on the said plans deposited with the clerk of the peace for the county of Southampton for the purposes of Railway No. 2 of the Company's said Act of 1868, and terminating in the said parish of Carisbrooke, at a point near the south-eastern boundary fence of a field numbered 4 in the said parish of Carisbrooke on the said plans deposited as aforesaid in respect of the said Act of 1868, and one hundred yards or thereabouts, measured in an easterly direction, along such boundary from the south-west corner of such field:

A bridge eighty links in length for carrying a roadway over the River Medina, having an opening span in the centre, commencing at a point on the eastern side of the present town quay at Newport, and ten yards or thereabouts south of the northern point or extremity of such quay, and terminating at a point in the piece of land numbered 50A, in the parish of Newport, on the said deposited plans of the Company for Railway No. 2 authorised by the said Act of 1868, and at or near the south-western corner of such piece of land, and which said bridge will be wholly in the parish of Newport in the Isle of Wight in the county of Southampton.

Capital.

5. The Company may from time to time, under the authority of this Act, raise by the creation and issue of new shares in their undertaking, in one or more classes, and of such amounts as shall

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from time to time be determined by the resolution of any ordinary or extraordinary meeting of the Company, any additional sums of money not exceeding in the whole fifty thousand pounds. All shares created by the Company under the powers of this Act may be disposed of in such manner, to such persons, and on such terms and conditions as the Company think fit.

Shares not to issue until one fifth paid up.

6. The Company shall not issue any share created under the authority of this Act, nor shall any share vest in the person accepting the same, unless and until a sum not being less than one fifth of the amount of such share shall have been paid in respect thereof.

Calls.

7. One fifth of the amount of a share shall be the greatest amount of a call, and three months at least shall be the interval between successive calls, and three fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Power to borrow on mortgage.

8. The Company may from time to time borrow on mortgage (in addition to the sums which they are by the recited Act authorised to borrow) any sum not exceeding in the whole sixteen thousand six hundred pounds, but no part shall be borrowed until the whole of the additional capital of fifty thousand pounds is subscribed for, issued, and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the fortieth section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of such additional capital has been subscribed for, issued, and accepted, and that one half thereof has been paid up, and that not less than one fifth part of the amount of each separate share in such additional capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that such additional capital was issued bonâ fide and is held by the subscribers or their assigns, and that such subscribers or their assigns are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof. All mortgages or bonds granted by the Company before the passing of this Act, and which are in force at the time of this Act, shall, during their continuance and as regards the undertaking or portion of undertaking thereby assigned, have priority over all mortgages, bonds, or debenture stock granted by virtue of this Act and attaching on the same undertaking or portion of undertaking.

Arrears may be enforced by appointment of a receiver.

9. The mortgagees of the Company may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver. In order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than one thousand six hundred pounds in the whole.

Debenture stock.

10. The Company may create and issue debenture stock.

Interest on debenture stock to rank pari passu with interest on mortgages.

11. Nothwithstanding anything in Part III. of "The Companies Clauses Act, 1863," contained, the interest of all debenture stock at any time hereafter created and issued by the Company shall rank pari passu with the interest of all mortgages at any time hereafter granted by the Company, and shall have priority over all principal sums secured by such mortgages.

Application of moneys.

12. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

Lands for extraordinary purposes.

13. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed two acres.

Revival and extension of powers.

14. The powers granted to the Company by the Act of 1868, so far as relates to crossing the public road numbered 6 in the parish of Whippingham, and the bridge numbered 121 in the parish of Newport, on the said plans of the said Company deposited as aforesaid in respect of the said Act of 1868, and the power to cross the River Medina at or near to Coppin's Bridge, and on the north side thereof within the limits of deviation shown on the same plans, which river is thereon numbered 107 in the parish of Newport, are hereby revived and extended, and may be exercised by the Company for and during a period of one year from the passing of this Act, and on the expiration of that period those powers shall cease.

Repeal of clause 22 of Act of 1868.

15. Clause twenty-two of "The Isle of Wight (Newport Junction) Railway Act, 1868," is hereby repealed, and instead thereof it is hereby enacted, that the Company shall complete and open for public traffic Railway No. 4 authorised by this Act, and so much of Railway No. 2 authorised by the said Act of 1868 as is necessary to complete the junction with the Cowes and Newport Railway, within one year after the opening for public traffic of Railway No. 1 authorised by the said Act of 1868, and in default thereof shall pay to the Cowes and Newport Railway Company, as liquidated damages, the sum of fifty pounds per week from the expiration of that period so long as the said Railways Nos. 2 and 4 shall remain unopened.

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Powers for compulsory purchases limited.

16. The powers of the Company for the compulsory purchase of lands for the purposes of the railways and works authorised by this Act shall not be exercised after the expiration of three years from the passing of this Act.

Power to cross certain roads on the level.

17. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, the Company may, in the construction of the Railway No. 1 authorised by the Act of 1868, and the Railways No. 1 and No. 2 authorised by this Act, carry the same with a single line only whilst the railways shall respectively consist of a single line, and afterwards with a double line only, across and on the level of the road next herein-after mentioned; (that is to say,)

No. on deposited Plan of 1868.	Parish.	Description of Road.
30	Carisbrooke - -	Public road.
34	Whippingham - -	

No. on deposited Plan of 1871.	Parish.	Description of Road.
54	Godshill - - -	Public road.

Inclination of roads.

18. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan of 1871.	Parish.	Description of Road.	Intended Inclination.
32	Godshill - -	Public road -	1 in 20
39	Godshill -	Public road -	1 in 20
55	Godshill - -	Public road -	1 in 20
3	Whitwell -	Public road -	1 in 20
12	Whitwell -	Public road -	1 in 16
19	Whitwell -	Public road -	1 in 20

Height and span of bridges.

19. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-

after mentioned in connexion with those roads respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
13	Godshill - -	Public road -	15 feet	25 feet
32	Godshill - -	Public road -	15 feet	25 feet
39	Godshill - -	Public road -	15 feet	25 feet
12	Whitwell - -	Public road -	15 feet	25 feet
32	Newport - -	Public road -	15 feet	25 feet

Agreement between corporation of Newport and Company confirmed.

20. The agreement under seal contained in the schedule hereto, dated the fourteenth day of February one thousand eight hundred and seventy-two, between the mayor, aldermen, and burgesses of the borough of Newport in the Isle of Wight of the one part, and the Company of the other part, is hereby confirmed and made binding on the parties respectively, and shall be carried into effect accordingly.

Bridge over River Medina.

21. The bridge or viaduct for carrying the railway over or across the River Medina shall be constructed with two fixed spans of twenty-five feet each, and an opening span of twenty-five feet in the centre, so as to allow vessels to pass through, and with a headway under the same of not less than twenty-one feet above high-water mark at ordinary spring tides, and according to plans to be previously submitted to and approved by the Board of Trade.

Roadway bridge over River Medina.

22. The bridge for carrying the roadway over the River Medina hereby authorised shall be constructed with two fixed spans of twelve feet each, and an opening span of twenty-five feet, with the necessary gearing, and three feet above high-water mark at ordinary spring tides, and according to plans to be previously submitted to and approved by the Board of Trade.

As to junctions with the Yarmouth and Ventnor Railway, &c.

23. The junctions between the Railways Nos. 2 and 3 and the authorised railway of the Yarmouth and Ventnor Railway, Tramway, and Pier Company shall be made as near as conveniently may be to the nearest station of that company, and at such points within the limits of deviation as shall be mutually agreed upon between the engineer for the time being of the Yarmouth and Ventnor Railway, Tramway, and Pier Company and the engineer for the time being of the Company; and all communications and other works between the railway and the Yarmouth and Ventnor Railway, Tramway, and Pier Company shall be effected in a substantial manner at the cost of the Company, to the satisfaction in all

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respects of the engineer for the time being of the Yarmouth and Ventnor Railway, Tramway, and Pier Company; and in case of any difference arising as to the mode of effecting such communications, the same shall be determined by a referee to be appointed by the Board of Trade on the application of either company.

Company not to take lands of the Yarmouth and Ventnor Railway, &c.

24. The Company shall not acquire, take, or use for the purposes of the Railways Nos. 2 and 3 by this Act authorised any more of the lands which may be acquired by the Yarmouth and Ventnor Railway, Tramway, and Pier Company, under the powers of "The Yarmouth and Ventnor Railway, Tramway, and Pier Act, 1871," for the purposes of the construction of the railway and works by that Act authorised than is necessary for the purpose of effecting the junctions hereby authorised, without the consent of the said Yarmouth and Ventnor Railway, Tramway, and Pier Company under their common seal first had and obtained; and in the event of any difference arising as to the quantity of land required for the purpose of effecting such junctions, the same shall be determined by a referee to be appointed by the Board of Trade on the application of either company.

Power for Company to run over the Cowes and Newport Railway.

25. The Company and all companies and persons lawfully using the railways of the Company, or any part or parts thereof, may run over and use with their engines and carriages, waggons and trucks, and their officers and servants, and for the purposes of traffic of every description, the following railways and portions of railways respectively; (that is to say,)

All or any part or parts of the railways of the Cowes and Newport Railway Company:

Together with all tramways, sidings, stations, buildings, offices, warehouses, approaches, water supplies, telegraphs, signals, machinery, works, and conveniences on or connected or used with the said railways and portions of railways, and the company owning or working the railway or portion of railway so run over and used shall afford all requisite facilities for the purpose: Provided that such powers shall not be exercised unless the companies shall have failed to agree for the user of the Cowes line for the companies traffic, under clause eighty-seven of "The Railways Clauses Consolidation Act, 1845," within six months after the completion and opening for public traffic of the Company's line, nor unless and until an arbitrator to be agreed on by the companies, or, in default of agreement, by Thomas Elliot Harrison, Esquire, civil engineer, shall have certified that the companies have failed to agree through the wilful default of the Cowes and Newport Railway Company.

Power for Cowes and Newport Railway Company to run over the railways of the Company.

26. The Cowes and Newport Railway Company may run over and use with their engines and carriages, waggons and trucks, and their officers and servants, and for the purposes of traffic of every description, the following railways and portions of railways respectively; (that is to say,) all or any part or parts of the railways of the Company, together with all tramways, sidings, stations, buildings, offices, warehouses, approaches, water supplies, telegraphs, signals, machinery, works, and conveniences on or connected or used with the said railways and portions of railways, and the Company shall afford all requisite facilities for the purpose: Provided that the Cowes and Newport Company shall not exercise these powers unless they permit the Company to exercise the running powers over their line by this Act authorised.

Traffic arrangements with Cowes and Newport Company for use of station at Newport.

27. It shall be lawful for the Cowes and Newport Railway Company to use for the purposes of their traffic of all descriptions the Newport Station of the Company on terms to be agreed between them, or, in default of agreement, by an arbitrator to be appointed in manner provided by "The Railways Clauses Act, 1859:" Provided that if the Cowes and Newport Railway Company shall elect to use the said station, they shall for the use of the line pay tolls only upon the length of such line extending from the junction to the station.

As to joint station at Newport.

28. Whereas it is for the interest of the public that there should be one joint station in the town of Newport for the railway hereby authorised, and for the railways of the Cowes and Newport Railway Company, the Ryde and Newport Railway Company, and the Freshwater, Bouldnor, and Newport Railway Company: In the event of such four companies being unable to agree as to the site of such joint station, or which company shall construct the same, or as to the arrangements for the accommodation of the four companies at such station, and the contributions towards the construction of such joint station, and the division of tolls, rates, and charges to be received for the use thereof, the same shall be determined by the award of an umpire to be appointed by the Board of Trade on the application of any of the said companies, and such umpire shall have all such powers as are given to an umpire if appointed by the Board of Trade under "The Companies Clauses Consolidation Act, 1845," and each of the four companies and the corporation of Newport shall be entitled to be heard before such umpire, and if it shall be necessary, in order to give effect to the award of the umpire, to apply to Parliament for additional powers, such application shall be made and bonâ fide prosecuted

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by whichever of the companies shall be directed so to do by the umpire, and the other companies and the corporation shall not oppose the same: Provided that if in consequence of the decision of the umpire any loss shall be incurred by the Isle of Wight (Newport Junction) Company in respect of the resale of lands purchased or agreed to be purchased by them for station purposes at Newport before the fifth day of July one thousand eight hundred and seventy-two, and rendered unnecessary for such purposes by such decision, the Ryde and Newport Company shall pay to the Isle of Wight (Newport Junction) Railway Company such compensation in respect of such loss as the umpire shall think fit.

As to joint use of railway at the junction with Cowes and Newport line and the bridge over the Medina.

29. So much of the railway hereby authorised as extends from the eastern side of the gasworks at Newport to the junction with the Cowes and Newport Railway, and the bridge for carrying the same over the River Medina, shall be constructed for the joint use of the Company and of the Ryde and Newport Railway Company, and so that the railways of the Company and of the Ryde and Newport Company shall not cross each other on the level; and in the event of the Company and the Ryde and Newport Railway Company not being able to agree as to the mode of constructing such portion of railway and bridge and the works to be provided for the corporation of Newport under the respective agreements of the corporation with the companies, or as to which company shall construct the same, or as to the apportionment of the cost thereof, or as to the terms of the user of the portion of railway and bridge by either company, then the same shall be determined by an arbitrator to be agreed upon by the companies, or, in case of difference, to be appointed by the Board of Trade, who shall have full power to direct what shall be done by either company, having regard to clause 15 and all the circumstances of the case.

Terms of such use.

30. The terms, conditions, and regulations to which the Company and such other persons and companies as aforesaid, or the Cowes and Newport Company, as the case may be, shall be subject in respect of the said respective users, and the tolls, charges, rent, and other considerations to be paid by them, or either or any of them, for the same, shall, if not agreed between them and the Company owning the railway to be so used, be from time to time determined by an arbitrator to be appointed by the Board of Trade, and the decisions of such arbitrator shall be binding and conclusive on all parties in difference, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct.

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Deposit money not to be repaid until line opened or half the capital paid up and expended.

31. 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, being five per centum upon the amount of the estimate in respect of the railways, has been deposited with the Court of Chancery in England 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 so deposited as aforesaid in respect of the application for this Act shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivor or survivors of them, unless the Company shall, previously to the expiration of the period limited by this Act for completion of the railways and works hereby authorised to be made, either open the railways for the public conveyance of passengers, or prove to the satisfaction of the Board of Trade that the Company have paid up one half of the amount of the capital by this Act authorised to be raised by means of shares, and have expended for the purposes of this Act a sum equal in amount to such one half of the said capital; and if the said period shall expire before the Company shall either have opened the said railways for the public conveyance of passengers, or have given such proof as aforesaid to the satisfaction of the Board of Trade, the said sum of money deposited as aforesaid shall be applied in the manner herein-after specified; and the certificate of the Board of Trade that such proof has been given to their satisfaction as aforesaid shall be sufficient evidence of the fact so certified, 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.

Application of deposit.

32. The said sum of money deposited as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railways, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportion as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the said sum of money shall have been found sufficient to satisfy all just claims

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in respect of such compensation, then the said sum of money, or such portion thereof as may not be required as aforesaid, shall be paid to or on the 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: Provided that until the said sum of money shall have been repaid to the depositors, or shall have become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time, and as often as the same shall become payable, be paid to or on the application of the person or persons, or the majority of the persons, named in such warrant or order as aforesaid, or the survivors or survivor of them.

Period for completion of works.

33. The railways and works shall be completed within five years from the passing of this Act; and if the railways and works shall not be completed within that period, then on the expiration thereof the powers by this Act granted to the Company for making and completing the railways and works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Tolls.

34. The Company may demand and take the like tolls for the use of the railways, and for carriages, trucks, and locomotive power supplied by them for use thereon, as they are authorised to demand and take under and by virtue of "The Isle of Wight (Newport Junction) Railway Act, 1868," and as if the railways formed part of the railway authorised by that Act: Provided always, that the maximum charges to be taken by the Company upon, for, and in respect of the railways shall not exceed those limited by that Act.

Railways to be part of the Company's undertaking.

35. In all respects, not by or under the provisions of this Act otherwise provided for, the railways shall be deemed part of the undertaking of the Company.

Power to enter into working agreements with the Yarmouth and Ventnor Railway, &c. Company.

36. The Company on the one hand, and the Yarmouth and Ventnor Railway, Tramway, and Pier Company on the other hand, may, subject to the provisions of Part III. of "The Railways Clauses Act, 1863," from time to time enter into working agreements with respect to the following purposes or any of them; (that is to say,)

The management, use, working, maintenance of the railway, or of any part or parts of the railways of the said companies, or any or either of them:

The supply of any rolling or working stock, and of officers and servants for the conduct of the traffic on the railway or on any

part or parts of the railways of the said companies, or any or either of them:

The payments to be made and the conditions to be performed with respect to the matters aforesaid:

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the undertakings of the contracting companies, and the fixing and division between the said companies of the receipts arising from such traffic.

Joint station for the Company and the Yarmouth and Ventnor Company.

37. The Company and the Yarmouth and Ventnor Railway, Tramway, and Pier Company may make and carry into effect all such agreements as they may think fit with regard to the construction, arrangement, management, and use of a joint station at the points of junction of the Railways Nos. 2 and 3, by this Act authorised, with the Yarmouth and Ventnor Railway, Tramway, and Pier Company, for the accommodation of the traffic, whether in passengers or in goods, animals, minerals, or other matters and things carried upon the railways of the respective companies, and it may by any such agreement be determined whether such joint station shall be constructed and maintained at the joint expense of the said companies respectively, and in that case, whether in equal or unequal proportions, or at the sole expense of one of the said companies, and to be used by the other of the said companies, as the case may be, upon terms and conditions to be mutually agreed on, and whether such station shall be used in common by the said companies respectively, or be so divided that a part or parts thereof may be devoted to the exclusive use of each company, and also whether such station shall be constructed on lands to be purchased or provided wholly by one company or by both the companies; and it shall be lawful for the companies, in pursuance of any such agreement as aforesaid, to hold lands for their joint use, at their joint disposal, and to appoint a joint committee, composed of such number of their directors as they may think fit, for the regulation and management of such station, and to agree on regulations as to the appointment and duties of such committee, and to depute to such joint committee powers to agree to, and from time to time vary or rescind, regulations respecting the management and use of such station; and in case either of the companies shall have purchased or acquired land for the said station, such company shall hold such land as shall have been so acquired, and as shall be used for the said station, in trust for the joint use of both the said companies upon such terms as may be agreed upon, and the company who shall not have purchased the same shall pay and contribute to

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the company who purchased such land such portion of the purchase or consideration money, and other expenses incurred in acquiring the same, as has been or shall be agreed upon.

Saving rights.

38. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the respective rights, privileges, or powers of the corporation of Newport or their lessees, or of the Cowes and Newport Railway Company, or the Yarmouth and Ventnor Railway, Tramway, and Pier Company, otherwise than is by this Act expressly provided.

Saving rights of the Crown in the foreshore.

39. Nothing contained in this Act or in any of the Acts herein referred to shall authorise the said Company to take, use, or in any manner interfere with any portion of the shore or bed of sea, or of any river, channel, creek, bay, or estuary, or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of her Crown, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to, take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not to be paid on calls paid up.

40. The Company shall not, out of any money by this Act authorised to be raised by calls, debenture stock, or borrowing, pay interest or dividends to any shareholder on the amount of the calls made in respect of the shares held by him: Provided always, that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

41. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Acts.

42. Nothing herein contained shall be deemed or construed to exempt the railways 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 or alteration, under the authority of Parliament, of the maximum rates and charges, or of the rates for small parcels authorised by this Act.

Expenses of Act.

43. All the costs, charges, and expenses of and incidental to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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THE SCHEDULE.

AN AGREEMENT under seal, made this fourteenth day of February one thousand eight hundred and seventy-two, between the Mayor, Aldermen, and Burgesses of the Borough of Newport in the Isle of Wight (herein-after called "the Corporation") of the one part, and the Isle of Wight (Newport Junction) Railway Company (herein-after called "the Company") of the other part.

Whereas by the "Isle of Wight (Newport Junction) Railway Act, 1868," the Company were authorised to make a railway from the Isle of Wight Railway at Sandown in the parish of Brading to the Cowes and Newport Railway at or near Newport in the parish of Carisbrooke, all in the Isle of Wight:

And whereas the Company are promoting a Bill in the present session of Parliament for the purpose (inter alia) of reviving some of the powers of the Isle of Wight (Newport Junction) Railway Act, 1868, and of varying the construction of their authorised railway, and for the purpose of making a railway from the original line in the parish of Newport, and also for the construction of certain bridges over the River Medina, and other works in connexion with their railway:

And whereas some of the intended works will be situated on lands belonging to the Corporation, and will interfere with the soil of the River Medina and the navigation thereof, of which river the Corporation are the conservators under "The River Medina Navigation Act, 1852:"

Now, therefore, these presents witness that, for the considerations herein-after appearing, it is mutually agreed by and between the parties hereto as follows; that is to say,

1. This agreement shall be inserted as a schedule to the said Bill, and shall be confirmed by a clause therein.

2. The Corporation will afford all facilities in their power for the construction of the line marked red on the plan signed with reference to this agreement, and the Company shall construct the railway over the River Medina, and bridges and works in connexion therewith, according to the said plan, and according to the stipulations of this agreement.

3. The Corporation, so far as their jurisdiction extends, do hereby consent to the carrying on of the works authorised by "The Isle of Wight (Newport Junction) Railway Act, 1868," on the south side of the public road at Coppin's Bridge to the Cowes and Newport Railway, notwithstanding the expiration of the parliamentary powers, and the bridge for carrying the said railway over the said road at Coppin's Bridge shall have a clear headway from the surface of

the road of not less than sixteen feet: Provided always, that all such precautions shall be taken for the public safety as would have been necessary were the powers still in force: And provided always, that such works, including those for the Corporation herein described, shall be completed within two years from the fourth day of July one thousand eight hundred and seventy-one, and that the works for the Corporation shall proceed pari passu with the railway works through the town.

4. The Corporation shall, subject to the approval of the Treasury, grant to the Company a lease for one thousand years, at a peppercorn rent, of such land as is in their possession or leased to other parties (so far as their interest in such leased land is concerned), and as is necessary for a double line of railway, and for the siding (if any) to connect such railway with the proposed new quay.

5. The Company shall construct their line through the land of the Corporation on a viaduct not less than seventeen feet high to the underside from the level of the proposed new quay, and with spans of not less than sixteen feet in the clear.

6. The bridge to be made and maintained by the Company for carrying the railway across the River Medina shall have a clear headway of not less than twenty-one feet above high-water mark at ordinary spring tides, and shall have three spans of not less than twenty-five feet each in the clear, the centre span to open to allow vessels to pass through.

7. The Company shall construct and maintain a bridge of creosoted timber not less than twelve feet wide between the parapets, and having an opening span of not less than twenty-five feet, with the necessary gearing, to carry a road from the present town quay across the River Medina to connect it with the proposed new quay.

8. The Company shall construct a quay of concrete in Portland cement on the land belonging to the Corporation east of the River Medina for the use of the Corporation, such quay remaining the sole property of the Corporation, and such quay to be three hundred feet in length from the north side of the railway bridge, and not less than three feet high above high-water mark at ordinary spring tides, and to be constructed at a distance of sixty feet from the present wall forming the boundary of the river on the western side. The quay to be provided with a timber curb thirteen inches by thirteen inches, and with timber fenders six feet long, twelve inches by six inches, twelve feet apart, all to be securely fastened by proper cross or other bolts.

9. The Company shall deepen the River Medina on the eastern side so as to give a depth of nine feet of water at high-water spring tides alongside such new quay.

10. The Company shall connect their line of railway with the new quay either by a siding or by a hoist for goods.

11. The excavations from the foundations of the quay and wall from the river shall, to such extent as the Corporation may desire, be deposited on the land belonging to the Corporation: Provided always, that the Company shall not be bound to move the same more than forty yards.

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12. The railway, bridges, quay, and works in connexion therewith mentioned in this agreement shall be constructed to the reasonable satisfaction of the borough surveyor, or of an engineer to be appointed by the Corporation.

13. It shall not be lawful for the Company to levy any rates, tolls, or charges for the landing of goods from the River Medina, nor to erect or authorise on any part of their premises or elsewhere the erection of any wharves or warehouses on either bank of the River Medina, or its tributaries north of Coppin's Bridge, without the consent of the Corporation of Newport first had and obtained.

14. The Corporation, when called upon to do so by the Company, shall at the expense of the Company assist by every means in their power in procuring the passing into law of the said Bill, and the Company shall pay to the Corporation all costs and expenses, law, parliamentary, engineering, or otherwise, which may be properly and necessarily incurred by the Corporation in relation thereto, and shall also pay the costs of this agreement, and shall pay all such costs, when ascertained, and that whether the said Bill be passed into law or be rejected by Parliament, or be abandoned by the Company from any cause before it receives the Royal assent.

15. If at any time any question shall arise between the Company and the Corporation as to the intent, construction, effect, and meaning of this agreement, or in reference thereto, every such question shall (unless it can be otherwise satisfactorily arranged or disposed of) be and is hereby submitted and referred to the determination of Alfred Giles, Esquire, and John Hawkshaw, Esquire, as arbitrators, with power to them in case of difference to appoint an umpire, and the decisions of the said arbitrators or of their umpire, as the case may be, shall be final and conclusive and binding upon the Corporation and the Company.

In witness whereof the Corporation have caused the common seal of the said borough of Newport to be affixed to this agreement, and the Railway Company have also hereunto affixed their common seal the day and year first above written.

W. B. MEW,
Mayor.
JAMES ELDRIDGE,
Town Clerk.

Seal of the Corporation of Newport, Isle of Wight.

The common seal of the Isle of Wight (Newport Junction) Railway Company affixed,
By order,
J. T. DARKE,
Secretary.

Seal of the Isle of Wight (Newport Junction) Railway Company.

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