

ANNO PRIMO

VICTORIÆ REGINÆ.

****

Cap. lxxi.

An Act to alter the Line of the *London* and *Southampton* Railway, and to amend the Act relating thereto. [30th *June* 1837.]

WHEREAS an Act was passed in the Fifth Year of the Reign of His late Majesty King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Southampton, and by the said Act several Persons were incorporated by the Name and Style of "The *London* and *Southampton* Railway Company," for carrying into execution the said Undertaking: And whereas it is expedient that certain Portions of the Line of the said Railway should be altered, and that some of the Powers and Provisions of the said Act should be amended and enlarged, and that further Powers should be granted to the said Company; but the Purposes 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, That all the Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things contained in the said recited Act, (except such of them or such Parts thereof respectively as are by this Act repealed, altered, or otherwise provided for,) shall extend and be construed to extend to this Act, and to the several

5 W. 4. c. 88.

Powers of recited Act extended to this Act.

several Works and Things hereby authorized or required to be made and done, and shall operate and be in force in respect to the Objects and Purposes of this Act, and of the said recited Act as altered and amended by this Act, as fully and effectually to all Intents and Purposes whatsoever as if the same Powers, Authorities, Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Clauses, Matters, and Things were repeated and re-enacted in this Act.

Company empowered to take and use the Windmill Public House at Nine Elms.

II. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to take and use for the Purposes of the said Railway and Works a certain Messuage or Public House called "The *Windmill*," with the adjoining Tenements, Buildings, Yards, and Gardens, situate at *Nine Elms* in the Parish of *Battersea* in the County of *Surrey*, and in the Maps or Plans and Books of Reference thereto deposited as herein-after mentioned, and in the Schedule to this Act annexed, marked Nos. 1 and 2, in the said Parish of *Battersea*.

Power to alter the Line of Railway in certain Cases.

III. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make the Alterations herein-after mentioned of or in the Line of the said Railway as authorized or directed by the said recited Act, and to make and maintain the said Railway and Works in the Line or Course, and upon, across, under, or over the Lands delineated on the Maps or Plans and described in the Books of Reference deposited as herein-after mentioned with the several Clerks of the Peace for the Counties of *Surrey* and *Southampton* and the Town and County of the Town of *Southampton*; (that is to say,) one of such Alterations commencing in or near *Walton Common* Allotment, in the Parish of *Walton-upon-Thames* in the County of *Surrey*, numbered One in the said Maps or Plans and Books of Reference, passing from, through, or into the several Parishes, Townships, Tithings, or Extra-parochial Places of *Walton-upon-Thames*, *Weybridge*, *Chertsey*, *Woodham*, and *Byfleet*, or some of them, in the County of *Surrey*, and terminating in or near a certain Close or Field in the said Parish of *Byfleet*, numbered Four in the said Maps or Plans and Books of Reference; one other of such Alterations, commencing in or near *Woking Common* in the Tithing of *Goldsworth* otherwise *Goldings* and *Knaphill* in the Parish of *Woking* in the said County of *Surrey*, numbered One in the said Maps or Plans and Books of Reference, passing from, through, or into the several Parishes, Townships, Tithings, Chapelries, Hamlets, or Extra-parochial Places of *Woking*, *Goldsworth* otherwise *Goldings*, and *Knaphill*, *Purbright*, *Ash*, and *Frimley* in the said County of *Surrey*, and *Farnborough* in the said County of *Southampton*, or some of them, and terminating in or near a certain Field in the same Parish of *Farnborough*, numbered Five in the said Maps or Plans and Books of Reference; one other of such Alterations, commencing in or near a certain Field in the Parish of *Wootton Saint Lawrence* in the said County of *Southampton*, numbered One in the said Maps or Plans and Books of Reference, passing from, through, or into the several Parishes, Townships, Tithings, or Extra-parochial Places of *Wootton Saint Lawrence*, *Church Oakley*, *Dean*, *Steventon*, *Ashe*, *North Waltham*, *Popham*,

Popham, *Overton*, *Quidhampton*, *Polhampton*, *Southington*, *Laverstock*, *Mitcheldever*, *West Stratton*, *Northbrook*, and *Weston Colley*, or some of them, in the said County of *Southampton*, and terminating in or near a certain Field in *Weston Colley* Tithing in the said Parish of *Mitcheldever*, numbered Twenty-eight in the said Maps or Plans and Books of Reference; one other of such Alterations, commencing in or near a certain Field in *West Sparkford* Tithing in the Parish of *Saint Faith* otherwise *Saint Cross* in the said County of *Southampton*, numbered One in the said Maps or Plans and Books of Reference, passing from, through, or into the several Parishes, Townships, and Tithings or Extra-parochial Places of *Saint Faith* otherwise *Saint Cross*, *West Sparkford*, *Compton*, *Shawford*, and *Otterbourne*, or some of them, in the County of *Southampton*, and terminating in or near a certain Field in the said Parish of *Otterbourne*, numbered Six in the said Maps or Plans and Books of Reference; and one other of such Alterations, commencing in a Field in the Parish of *Saint Mary* in the Town and County of the Town of *Southampton*, numbered One in the said Maps or Plans and Books of Reference, and passing from, through, or into the said Parish of *Saint Mary* in the said Town and County of the Town of *Southampton*, and terminating at the High-water Mark on the Shore or Beach of the *Southampton* Water in the said Parish of *Saint Mary*, numbered Six in the said Maps or Plans and Books of Reference; and the said Company are hereby authorized to abandon such Parts of the said original Line of Railway as by reason of any of the Alterations by this Act authorized to be made will be rendered useless and unnecessary; and all the Powers, Authorities, Privileges, and Directions which by the said recited Act are given for making and maintaining the Portion of the said original Line of Railway by this Act authorized to be abandoned shall, from and immediately after the making of the Alterations herein mentioned, cease and determine.

Power to abandon unnecessary Portions.

IV. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to divert and alter the present Course or Stream of the River *Mole* in or near the Parishes of *Esher* and *Walton-upon-Thames*, or one of them, in the County of *Surrey*, and also the present Course or Stream of the River *Wey* in or near the Parishes of *Weybridge* and *Chertsey*, or one of them, in the said County of *Surrey*, and also the present Course of the Stream at *Pale Lane* in the Parishes of *Elvetham* and *Winchfield*, or one of them, in the County of *Southampton*, and also to make new Cuts or Channels for the said Rivers and Stream in the respective Lines or Courses, and upon, across, under, or over the Lands delineated in the said Maps or Plans, and described in the said Books of Reference deposited with the Clerks of the Peace for the Counties of *Surrey* and *Southampton*.

Power to divert the Rivers Mole and Wey, &c.

V. And be it further enacted, That when and so soon as the said new Cuts or Channels of the said Rivers *Mole* and *Wey* and the said Stream respectively shall have been made and completed, they shall for ever afterwards be deemed and taken to be Part of the Channels of the said Rivers *Mole* and *Wey* and the said Stream respectively, and the Owners of the Lands on each Side of the same new Cuts or Channels

The new Cuts to be deemed Part of the said Channels of the said Rivers, &c.

Channels respectively shall have such and the same Rights and Interests in the same new Cuts and Channels as the respective Owners of the Lands on each Side of the old Channels of the said Rivers and Stream so intended to be discontinued now have in the same old Channels respectively; and immediately upon the Completion of every such new Cut or Channel, and of its being open and fit for Use, the Land forming the Part of the old Cut or Channel for which it shall be substituted, and which may be required for the Purposes of the said Company, shall become vested in the said Company in Fee Simple in Possession without any Conveyance thereof or other Act.

Power to divert certain Turnpike Roads.

VI. And be it further enacted, That it shall be lawful for the said Company and they are hereby required at their own Expence to divert and alter the respective present Lines or Courses of the several Turnpike and public Roads herein-after mentioned; (that is to say,) the *Bagshot* and *Guildford* Turnpike Road at or near *Brookwood Stumps* upon *Woking Common* in the Parish of *Woking* in the County of *Surrey*, the *Winchester* and *Andover* Turnpike Road at or near the City of *Winchester* in the Parishes of *Saint Bartholomew Hyde* and *Week* in the County of *Southampton*, the Turnpike or public Road leading from *West Gate* in the City of *Winchester* to *Stockbridge* in the Parishes of *Saint Thomas* and *Week* in the said County of *Southampton*, and the Turnpike or public Road leading through and from *Swathling* to *Southampton*, and the *Botley* and *Romsey* Turnpike Road at or near *Swathling* in the Parishes of *North Stoneham* and *South Stoneham*, or one of them, in the said County of *Southampton*, and also to make new Roads in the respective Lines or Courses, and upon, across, under, or over the Lands delineated in the said Maps or Plans, and described in the said Books of Reference deposited with the Clerks of the Peace for the said Counties of *Surrey* and *Southampton*; and such new or substituted Roads shall be made by the said Company at their Expence, in a proper and substantial Manner, of the Width of the old Road, or of at least Thirty Feet in Width, with good and proper Fences on each Side of such new Lines of Turnpike Roads respectively, and all the Expences of erecting or making such Fences shall be paid by the said Railway Company; and the said Company shall and they are hereby required to keep and maintain such new Roads and Fences in good and sufficient Repair to the Satisfaction of the Trustees of the same Turnpike Roads respectively, or their Surveyor or Surveyors for the Time being, for the Space of One full Year next after such new Roads respectively shall have been completed and rendered fit for the Use of the Public; and at the End of such Year the same new Roads and Fences shall be delivered up to the Trustees of the said Turnpike Roads respectively in a proper and fit State of Repair, and shall thenceforth remain under their Care and Management.

Penalty on Company making default in reinstating Turnpike Roads.

VII. Provided always, and be it further enacted, That in case the said Company shall neglect to make such new and substituted Roads as herein-before mentioned in a proper and substantial Manner, or if in the Execution of this Act, or at any Time after the passing of this Act in the Execution of the said recited Act, any Turnpike Road shall be cut through, raised, sunk, or injured, and the same shall not be

be restored within Six Calendar Months next after the Commencement of the Operation, or if within One Calendar Month after the passing of this Act the said Company shall not restore every Turnpike Road which shall have been then impeded for any longer Period than Six Calendar Months, then and in either of such Cases the said Company shall forfeit and pay for each and every Day during which such proper and substantial Road shall be neglected to be made, and during which such Turnpike Road shall be neglected to be restored after the prescribed Period (as the Case may be), the Sum of Thirty Pounds, to be recoverable by the said Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by the said recited Act.

Power to stop up useless Roads.

VIII. And be it further enacted, That it shall be lawful for the said Company, by and with the Consent in Writing of any Two or more Justices of the Peace acting for the District where the same shall be situate, to stop up, use, inclose, and alter such Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and other Places, or so much and such Parts thereof as may be required for the Purposes of the said recited and this Act, or which may in consequence of the Works thereby and hereby authorized become useless, or lead only to Lands or Buildings which may be conveniently approached by some other Road, Street, Footpath, Court, Alley, Way, Passage, or Place; and the Ground or Soil of such Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and Places, or such Parts of the same as shall be stopped up, shall be and are hereby vested in the said Company for the Purposes of this Act or the said recited Act, where they shall be required for the Purposes thereof, or otherwise shall become the Property of the Owners of the adjoining Lands, in equal Moieties: Provided always, that any Decision of Justices in respect to the stopping up of any Roads, Streets, Footpaths, Squares, Courts, Alleys, Yards, Ways, Passages, and other Places shall be subject to Appeal in like Manner as other Decisions of Justices are rendered subject to Appeal, under the Act of the Sixth Year of His late Majesty King *William* the Fourth, relating to the Maintenance and Preservation of the public Highways.

Plans deposited with Clerks of the Peace to remain in their Custody.

IX. And whereas Maps or Plans and Sections describing the Lines of the intended Alterations of the said Railway, and Maps or Plans describing the Alterations of the Course of the Rivers *Wey* and *Mole* and the Stream at *Pale Lane*, and also of the said several Roads herein-before mentioned, and the Lands in and through which the same respectively and the Works connected therewith are intended to be carried or made, together with Books of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of such Lands, have been deposited in the Offices of the several Clerks of the Peace for the Counties of *Surrey* and *Southampton* and the Town and County of the Town of *Southampton*, being the Counties within which such Alterations respectively are intended to be made; be it therefore enacted, That the said Maps or Plans, Sections and Books of Reference, so

deposited, shall remain with and be kept by the said Clerks of the Peace respectively; and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect and to make Extracts from or Copies of the said Maps or Plans, Sections and Books of Reference, paying to the Clerk of the Peace having the Custody thereof the Sum of One Shilling for every such Inspection, and after the Rate of Sixpence for every One hundred Words copied therefrom; and the said Maps or Plans, Sections and Books of Reference, or true Copies thereof, or of so much thereof respectively as shall relate to any Matter in question, certified by the said Clerks of the Peace or One of them, shall be and are hereby declared to be good Evidence in all Courts of Law and elsewhere.

Errors and Omissions in Act or Book of Reference not to obstruct making the Alterations on the Railway.

X. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said several Alterations in the respective Lines or Courses, and upon, across, under, or over the Lands delineated on the said Maps or Plans, subject as herein-after mentioned, although such Lands or any of them, or the Situation thereof respectively, or the Names of the Owners, Lessees, or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in the said Books of Reference or in the Schedule to this Act annexed, if it shall appear to any Two or more Justices of the Peace for the County, City, or Place wherein which such Lands may be (in case of Dispute about the same), and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificate of such Justices shall be deposited with and be kept by the Clerk of the Peace of the County, City, or Place within which such Lands may be, and shall be sufficient for all the Purposes of this Act.

Houses, Gardens, &c. not to be used without Consent unless mentioned in the Schedule.

XI. Provided also, and be it further enacted, That nothing herein contained shall authorize the said Company, or any Person acting under their Authority, to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the Thirtieth Day of *November* One thousand eight hundred and thirty-six, or any Ground which was then set apart and used as a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk or Avenue to a House, or any Ground then inclosed and planted as an Ornament or Shelter to a House, or a Nursery for Trees, other than such as are specified in the Schedule to this Act annexed, without the Consent in Writing of the Owner, Lessee, and Occupier thereof respectively, unless the Omission thereof in such Schedule shall have proceeded from Mistake or Inadvertence, and unless it shall be certified in manner herein-before provided for in Cases of unintentional Errors in the said Books of Reference.

Repeal of the Power of Deviation in former Act.

XII. And whereas it is by the said recited Act enacted, that the said Company, in making the said Railway and other Works by the said recited Act authorized, should have full Power and Authority to deviate from the Line to be delineated on the Maps or Plans deposited with the Clerks of the Peace as therein-before mentioned; provided always, that no such Deviation should extend to a greater Distance

than One hundred Yards from the Line so to be delineated upon the said Maps or Plans, nor should such Deviation extend into the Lands of any Person whose Name is not mentioned in the amended Book of Reference in the said recited Act mentioned, without the previous Consent in Writing of such Person, unless the Name of such Person should have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake should have been certified in manner therein-before provided for in Cases of unintentional Errors in the said amended Book of Reference: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Power to deviate not exceeding One Hundred Yards.

XIII. And be it further enacted, That the said Company, in making the Railway, Alterations, and other Works by the said recited and this Act authorized, shall have full Power to deviate from the Lines of the said Railway, Alterations, and other Works, as delineated on the Maps or Plans thereof deposited with the several Clerks of the Peace, as in the said recited Act and herein-before is mentioned, with such Alterations in the Sections as may be necessary in consequence thereof: Provided always, that no such Deviation shall extend to a greater Distance in any Town than Ten Yards, or in any other Place than One hundred Yards, from the Line delineated on the said Maps or Plans; nor shall any such Deviation extend into the Lands of any Person whose Name is not mentioned in the Books of Reference deposited as in the said recited Act and this Act mentioned, unless the Name of such Person shall have been omitted by Mistake or Inadvertence, and unless the Fact that such Omission proceeded from Mistake or Inadvertence shall have been certified in manner in the said recited Act and herein-before provided for in Cases of unintentional Errors in the said Books of Reference: Provided also, that nothing in this Act contained shall affect any Deviation from the original Line of the said Railway in or through Lands which have been already staked out and contracted for or taken under the Powers of Deviation contained in the said recited Act, and that no Deviation shall be made from the Line of the said Railway in any Part thereof where by the said recited Act or this Act the said Company is expressly restricted from deviating.

Limiting Deviations from Datum Line described on the Section, &c.

XIV. And be it further enacted, That in making the said Alterations in the Line of the said Railway it shall not be lawful for the said Company to deviate from the Levels of the said Alterations as referred to the common Datum Line described on the Section so approved of by Parliament, and as marked on the same, to any Extent exceeding in any Place Five Feet, or in passing through Towns Two Feet, without the Consent of the Owners, Lessees, and Occupiers of the Land in, through, or over which such Deviation is intended to be made; or in case any Street or public Carriage Road shall be affected by such Deviation, then the same shall not be made without the Consent of the Trustees or Commissioners, or, if there be no such Trustees or Commissioners, without the Consent of Two or more Justices of the Peace in Petty Sessions assembled for that Purpose, and acting for the District in which such Street or public Carriage Road

Road may be situate, or without the Consent of the Commissioners for any public Sewers, or of the Proprietors of any Canal or Navigation affected by such Deviation; and that no Increase in the Inclination or Gradients of the said Railway, as denoted by the said Section, shall be made in any Place to an Extent exceeding the Rate of Three Feet *per* Mile; and where in any Place it is intended to carry the Railway on an Arch or Arches, as marked on the said Plan or Section, the same shall be made accordingly; and where a Tunnel is marked on the said Plan or Section as intended to be made at any Place, the same shall be made accordingly, unless the Owners, Lessees, and Occupiers of the Land in or through which such Tunnel is intended to be made shall consent that the same shall not be so made: Provided nevertheless, that it shall be lawful for the said Company, with such Consent as aforesaid and not otherwise, to make a Tunnel or an Arch or Arches as aforesaid, not marked on the said Plan or Section, so that no such Tunnel shall be of a greater Length than Two hundred Yards, and that no Two Tunnels be at a less Distance from each other than One hundred Yards, measured on the Line of the Railway: Provided always, that Notice of every Petty Sessions to be holden for the Purpose of obtaining such Consent as aforesaid shall, Fourteen Days previous to the holding of such Petty Sessions, be given in some Newspaper circulating in the County, and also be affixed upon the Church Door of the Parish in which such Deviation or Alteration is intended to be made, or if there be no Church, on some other Place to which Notices are usually affixed: Provided also, that for the Purpose of consenting to any such Deviation from the said Sections, and to any tunnelling or arching as aforesaid, the Word "Owners" shall be deemed and taken to mean such Persons as are capacitated to agree for the Sale of and to convey Land for the making of the said Railway; and the Consent of such Persons, with or without the Consent of any other Persons interested as Owners in the said Lands, shall be deemed and taken to be sufficient for such Purposes.

How far the Radius of any Curve may be diminished.

XV. And be it further enacted, That it shall not be lawful to diminish the Radius of any Curve from what it is shown to be on the Plan deposited with the Clerk of the Peace unless such Radius exceed One Mile, nor to diminish it in any such Case so that it shall become less than One Mile, nor to diminish any greater Radius by more than a Quarter of a Mile unless where it exceeds Two Miles, or by more than Half a Mile unless where it exceeds Three Miles on the said Plan.

Repeal of Clause as to Intersection of small Parcels of Land.

XVI. And whereas it is by the said recited Act enacted, that if in the Execution of any of the Powers of the said recited Act any Land should be cut through and divided, so that what should be left thereof on both Sides or on either Side of the said Railway should be less than One Acre in Quantity; and if the Owners of any such Land should not have any other Land adjoining to that which should be so left, then and in every such Case, if such Owner should so require, the said Company should also purchase the Land so left on both or either Sides of the said Railway, being less than One Acre in Quantity as aforesaid; or in case such Owner as aforesaid should have any other

other Land adjoining to that which should be so left, he might require the said Company, at the Expence of such Company, to throw the same into the adjoining Land of such Owner in manner therein mentioned: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said Provision shall be and the same is hereby repealed.

Company compelled to purchase such small Parcels.

XVII. And be it further enacted, That if at any Time after the passing of this Act, in the Execution of the Powers of the said recited or this Act, any Agricultural Land shall be cut through and divided, so that what shall be left on both Sides or on either Side of the said Railway shall be less than Half a Statute Acre in Quantity on either Side of the said Railway, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left on either Side of the said Railway, then and in every such Case, if such Owner shall so require, but not otherwise, it shall be lawful for the said Company and they are hereby required to purchase the Land so left on both or either of the Sides of the said Railway, being less than Half a Statute Acre in Quantity on either Side of the said Railway as aforesaid; the Value thereof to be ascertained, in case the Parties differ about the same, in the same Manner as is by the said recited Act directed concerning any Land to be taken or used for the Purposes of that Act; or in case such Owner as aforesaid shall have any other Land adjoining to that which shall be so left, he may require the said Company at their own Expence to throw the same into the adjoining Land of such Owner by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner.

Provision as to the Railway passing under the Basingstoke Canal.

XVIII. And whereas it is intended that the said Railway shall be carried and pass under the *Basingstoke* Canal at a certain Point in the Chapelry or Hamlet of *Frimley* in the Parish of *Ash* in the County of *Surrey*, as shown in the Maps or Plans so deposited as aforesaid; be it therefore further enacted, That the said Railway Company shall not, by virtue of any of the Powers and Authorities contained in the said recited Act or this Act, or otherwise, diminish the Depth of the said Canal to less than Four Feet Six Inches below the Top-water Level thereof, nor in any way diminish the Breadth of the said Canal, or the Towing Path and Off-side Bank of the said Canal, nor do any Injury or Damage to the said Canal or Towing Path or Off-side Bank, nor render the said Canal at the Place aforesaid or in any other Place leaky; and that if the Navigation of the said *Basingstoke* Canal shall, during the Execution of the said Railway Works, or at any Time or Times thereafter, be obstructed or impeded by any Act, Deed, Work, or Neglect of the said Railway Company, or by reason of the Works under the said Canal, so as that the Barges, Boats, and Horses navigating the same shall not be able to pass along, or shall be impeded in the Passage along the same, then and in any or either of the said Cases the said Railway Company shall pay to the Company of Proprietors of the *Basingstoke* Canal such Damages as shall be awarded by a Jury summoned, impannelled, and sworn in manner by the said recited and this Act authorized for or in respect of any Loss or Inconvenience which

may be occasioned to the said Canal by the Works of the said Railway; and if the Works of the said Railway Company under the said Canal shall not be completed within Six Calendar Months from the Commencement of the temporary Diversion of the said Canal, then and in such Case the said Railway Company shall pay to the said Canal Company, over and above any such Compensation as aforesaid, the Sum of One hundred Pounds for each and every Day during which such Works shall not be completed; and that if the said Railway Company, after the Expiration of the said Six Calendar Months, shall make default in making good and restoring the said Canal, and the Towing Path and Banks of the said Canal, and the Ground under the said Canal as aforesaid, it shall be lawful for the said *Basingstoke* Canal Company, after Five Days Notice to be given to the Secretary or Clerk of the said Railway Company, to make good and restore the same as aforesaid, and to recover the Amount of the Expences thereof, over and above such Sums of Money as shall be due and payable or recoverable for such Obstruction or Impediment as aforesaid, and full Costs of Suit, from the said Railway Company, in manner herein-before mentioned.

Temporary Canal to be made and continued during the Obstruction of the Basingstoke Canal.

XIX. Provided always, and be it further enacted, That nothing herein contained shall empower the said Railway Company to commence any Works under the said Canal until the said Railway Company shall at their own Expence have completed a temporary Canal or Side Cut and Towing Path, to be substituted for such Part of the present Canal and Towing Path as shall be necessarily obstructed during the Progress of the said Railway Works, and which temporary Diversion of the said Canal and Towing Path shall be constructed, and until the said Canal shall be restored to it present Course shall be maintained, at the Expence of the said Railway Company, in such Manner and of such sufficient Capacity that the Barges, Boats, and Horses navigating the said *Basingstoke* Canal shall at all Times during such Substitution pass along the said temporary Canal and Towing Path with Security and Convenience.

Line of the Railway not to deviate so as to be nearer the Basingstoke Canal than at present laid down.

XX. And be it further enacted, That notwithstanding the Power contained in the said recited Act and this Act to deviate from the Line of the said Railway and other Works, as delineated on the Maps or Plans thereof deposited with the several Clerks of the Peace as herein-before is mentioned, yet no Deviation shall be made from the Line of the said Railway or any Part thereof so as to make the same nearer to the said Canal than in the Line marked on the said Maps or Plans.

Where Railway shall pass above the Towing Path of the Canal, the Railway Company to maintain a Fence on the Top of their Embankment.

XXI. And be it further enacted, That wherever the said Railway shall be made and constructed above the Level of the Towing Path of the said Canal, the said Railway Company shall and they are hereby required, at their own Expence, to make and at all Times to maintain on and along the Top of the Embankment of the said Railway, on the Side next the said Canal, a Bank of such a Height as will effectually prevent any Part of the Engines passing along the said Railway from being seen by Horses on the said Towing Path: Provided always, that where the Level of the said Railway shall be Twenty-five Feet

or more above the Level of the said Towing Path, the said Bank shall not be required by the Canal Company to be more than Four Feet high above the Top of the Embankment, and that such Bank shall be planted with a close Furze Hedge.

Where the Railway shall pass below the Towing Path, the Railway Company to build and maintain a Wall between their Line and the Towing Path.

XXII. And be it further enacted, That wherever within the Distance of One hundred Feet, to be measured horizontally from the Outside of the Towing Path of the said Canal to the outside Line of Rails of the said Railway next the said Canal, the said Railway shall be made and constructed on or below the Level of the Towing Path of the said Canal, the said Railway Company shall and they are hereby required at their own Expence to make and at all Times to maintain on the Side next the said Towing Path a substantial Brick Wall not less than Six Feet high above the Level of the said Towing Path, or such other Fence or Embankment, and of such Height, as the Canal Company and Railway Company shall in Writing consent to and approve of: Provided always, that if the said *Basingstoke* Canal Company shall require the said Railway Company to make such Wall, Fence, or Embankment of any other Height not exceeding Eight Feet above the Level of the said Towing Path, then and in such Case the said Railway Company shall and they are hereby required, on Notice thereof being given by the said *Basingstoke* Canal Company to the Secretary or Clerk of the said Railway Company, to make and at all Times to maintain the said Wall, Fence, or Embankment of such additional Height accordingly: Provided also, that wherever the said Towing Path shall be wide enough to allow of such Wall being wholly or partly built on it, and at the same Time to leave a Towing Path of at least Twelve Feet wide in the Clear, or of such other less Width than Twelve Feet as the said Canal Company shall approve in Writing, it shall and may be lawful for the said Railway Company to make such Wall on or partly on (as the Case may be) the said Towing Path, on paying to the said Canal Company the Sum of One Guinea for each and every Yard (either square or lineal, as the said Canal Company may choose,) of the said Towing Path which shall be so built on, and for each and every Yard of the Land belonging to the said *Basingstoke* Canal Company which shall be separated from the Towing Path by the said Wall; but nevertheless the clear Width of the said Towing Path shall not in any Case or in any Place be reduced to less than Twelve Feet without the Consent in Writing of the said Canal Company.

Company to make and maintain a Drain at the Foot of their Embankment next the Basingstoke Canal.

XXIII. And be it further enacted, That the said Railway Company shall and they are hereby required forthwith at their own Expence to make and at all Times to maintain a Drain of sufficient Dimensions at the Foot of the Embankment of the said Railway on the Side next the said Canal, so as effectually to prevent the said Canal and the Towing Path and all other Property of the said Canal Company from being injured by the Water running from off the said Railway or down the said Embankments.

The Railway Company to make and

XXIV. And be it further enacted, That the said Railway Company shall and they are hereby required forthwith at their own Expence

maintain a Wall at the Foot of Embankment next Pirbright Lock-house.

pence to make and at all Times to maintain a Wall of sufficient Height and Thickness at the Foot of the Embankment at or near to *Pirbright* Lock-house, so as effectually to preserve the said Lock-house and the Ground adjoining thereto, and the said Canal and Towing Path, from all Injury and Obstruction.

Recital as to Purchase of Common and Waste Land.

XXV. And whereas by the said recited Act it is enacted, that in all Cases in which in the Execution of the Powers of the said Act there should be Occasion to take or use any Common or Waste Land, or any other Lands which should be charged with or subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste Land should be situate, or if the same should not be the Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands as the Corporations and Persons who were by the said Act enabled to sell other Lands had in such Lands, (and which Conveyance might be of the like Form as by that Act was directed to be used in the Case of Conveyances of other Lands,) should be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands, as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land as aforesaid (and which should be determined by a Jury, in case the Parties differed about the same, in like Manner as by the said Act was directed in other Cases of the like Nature,) should be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land should be situate, and should be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof to be convened by such Churchwardens for that Purpose should direct; and in all Cases in which any such Commonable or other Rights should extend over and be exercised and enjoyed out of or upon any other Lands than such Common or Waste Lands the Compensation for the Relinquishment thereof should be paid to the Person having such Estate or Interest as aforesaid in the said Commonable or other Rights, or in any Lands whereunto the same should be appendant or appurtenant, or otherwise, as the Case might require, should be deposited in the Bank of *England* in manner by the said Act directed in Cases of other Lands taken by the said Company: And whereas Doubts have arisen as to the Application in certain Cases of the Money so to be paid as a Compensation for the Extinguishment of such several Rights of Common: And whereas it is expedient that the Powers and Provisions of the said recited Act relative to what shall be deemed Common or Waste Land, and also relative to the Application of such Money and the Mode of assessing the Amount thereof, should be explained, enlarged, and amended; be it therefore enacted, That no Land shall be deemed or taken to be Common or Waste

Waste Land within the Meaning of the said recited or this Act, so as to entitle the Churchwardens of the Parish for the Time being to the Receipt of any such Compensation Money as before mentioned, except the same shall be the Waste of some Manor, and liable to the Exercise of Rights of Common during the whole of the Year without Interruption.

Declaring what shall be deemed Common or Waste Land.

XXVI. And be it further enacted, That in all Cases where the Churchwardens for the Time being shall be entitled to the Receipt of any such Compensation Money it shall be lawful for them to treat and agree with the said Company touching the Amount thereof, and to convey the Lands in respect of which such Compensation shall be received to the said Company, in like Manner as by the said recited Act is provided in Cases of Owners of Lands or of any Interest therein; and in case the Amount of such last-mentioned Compensation shall be left to the Determination of a Jury, as by the said recited Act or hereby is authorized, the Notices required to be given for that Purpose may be served on any One or more of such Churchwardens for the Time being, or left at his or their last usual Place or Places of Abode.

Churchwardens empowered to treat with the Company touching the Compensation for the Waste Land.

XXVII. And be it further enacted, That in all Cases where the Parties entitled to any such Commonable or other Rights over any other Lands than such Common or Waste Lands as aforesaid shall exceed Twenty in Number, it shall be lawful for the said Company to call a Meeting of such Parties by public Advertisement to be inserted twice at least in some Newspaper circulating in the County or respective Counties in which such Lands shall be situate, for the Purpose of appointing and which Meeting shall have Power to appoint a Committee, to be chosen from among the said Parties, and not exceeding Ten in Number, to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and at such Meeting the Decision of the Majority present shall bind the Minority and all absent Parties; and the Committee so to be chosen as aforesaid shall have full Power to treat and agree with the said Company for the Compensation to be paid for the Extinguishment of such Commonable or other Rights, and all Matters and Things relating thereto, for and on behalf of themselves and all other Parties interested therein, who shall be bound and concluded thereby, and to enter into and execute all necessary Agreements and Assurances for that Purpose, and for the Purpose of conveying the Lands in respect of which such Compensation shall be received to the said Company: Provided always, that no Meeting shall be effectual for the Purpose aforesaid unless Five at least of the said Parties entitled shall attend the same; and if no such Meeting shall be held, or being held shall not appoint a Committee as herein-before directed, or if such Committee being appointed shall fail to agree with the said Company, the Amount of such Compensation as last herein-before mentioned shall be determined by the Verdict of a Jury in manner by the said recited and this Act directed: Provided also, that in case the Amount of such Compensation as last mentioned shall be left to the Determination of a Jury, as by the said recited Act or hereby is authorized, the Notices required to be given for

Where Commoners exceed Twenty in Number, a Meeting of them may be called for appointing a Committee to treat with the Company.

If no Meeting take place the Compensation to be settled by a Jury.

Directing how Notice of such Jury shall be served.

for that Purpose may be served upon any Three of the Parties entitled to such Commonable or other Rights, or left at their last usual Place of Abode, or with any Occupier of the Lands over which such Commonable or other Right shall extend, or in case the same shall be unoccupied, then affixed upon some conspicuous Part of such Lands.

Form of Conveyance not to be compulsory.

XXVIII. And be it further enacted, That nothing in the said recited or this Act contained shall extend or be deemed or construed to extend to have compelled or to compel the said Company to use the Form of Conveyance in the said recited Act prescribed for the Conveyance of Lands purchased and taken for the Use of the said Railway, where they may have been or may be advised that the same is not applicable to the Circumstances of the Case, or where it may be necessary to insert particular Covenants, Conditions, or Agreements not provided for by the said recited or this Act.

Attendant Terms of Years, although merged, to protect.

XXIX. And whereas by the said recited Act it is enacted, that Terms of Years attendant by express Declaration or by Construction of Law on any Estate or Interest conveyed to the said Company, and all outstanding or other Terms of Years in Lands which the said Company should enter upon, as authorized in certain Cases by the said Act, should become merged; now be it further enacted, That although such Terms in Lands hereafter to be conveyed to or entered upon by the said Company in pursuance of the said recited or this Act shall become merged as aforesaid, yet such Terms shall in Equity afford the same or the like Protection and Priority as if they had been or were assigned and kept on foot in Trust for the said Company, and to attend the Reversion or Inheritance.

Lands subject to Incumbrances may be released on certain Conditions.

XXX. And be it further enacted, That in all Cases where any Lands intended to be purchased by the said Company are or shall be subject, jointly with other Lands not intended to be purchased, to or with any Rent, Payment, Mortgage, or Incumbrance whatever, and the Party entitled to such Rent, Payment, Mortgage, or Incumbrance, or by the said recited or this Act capacitated to sell, release, or apportion the same, or to release the Lands so purchased therefrom, shall consider the remaining Part of the Lands so jointly subject a sufficient Security for such Rent, Payment, Mortgage, or Incumbrance, and shall therefore be willing to release the Lands so purchased by the said Company therefrom, then and in any such Case it shall be lawful for the Party entitled to or by the said recited or this Act capacitated to sell, release, or apportion such Rent, Payment, Mortgage, or Incumbrance, or to release the Lands so purchased therefrom, with the Consent of the Owner of the Lands so purchased, and also of the Owner of the remaining Lands so jointly subject as aforesaid, (and which Owner is hereby declared to include and extend to all Corporations and other Persons by the said recited Act and hereby authorized and empowered to sell and convey Lands,) to release the Lands so purchased as aforesaid from the Rent, Payment, Mortgage, or Incumbrance so affecting the same as aforesaid jointly with other Lands, on condition or in consideration of such other Lands continuing or remaining wholly or exclusively subject to the whole of such

such Rent, Payment, Mortgage, or Incumbrance; and when any Lands purchased by the said Company shall be so released as last aforesaid the remaining or other Lands not purchased, and being so jointly subject as aforesaid, shall thenceforth be and remain wholly and exclusively charged with and subject to the whole of such Rent, Payment, Mortgage, or Incumbrance; and all Remedies for the Recovery thereof against such remaining or other Lands, and the Owners and Occupiers thereof respectively, shall not be prejudiced by reason of such Release as aforesaid, but shall at all Times thereafter remain as effectual as if such remaining or other Lands had been originally exclusively charged with the full Amount of such Rent, Payment, Mortgage, or Incumbrance: Provided always, that when any Lands so purchased as aforesaid shall be released as aforesaid it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, Mortgage, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, Mortgage, or Incumbrance shall have been purchased and released as aforesaid by virtue of the said recited and this Act or either of them, and also declaring that the remaining or other Lands so before jointly subject as aforesaid are thenceforth to remain and be wholly and exclusively charged with and subject to the full Amount of the said Rent, Payment, Mortgage, or Incumbrance; and such Memorandum shall be Evidence in all Courts of the Facts therein stated, but shall not exclude any other Evidence of the same Facts: Provided also, that the Powers and Provisions contained in the said recited Act touching the Release of the Lands required for the Purposes thereof from any Rent, Payment, Incumbrance, or Mortgage charged thereon, affecting the same either solely or jointly with any other Lands, shall not be prejudiced, altered, or affected by the said Powers and Provisions herein-before contained in all Cases where it shall be deemed expedient to act under the said recited Act instead of this Act in relation thereto; but it shall be lawful for all Parties interested to act either under the said recited or this Act in relation to any such Rent, Payment, Mortgage, or Incumbrance as aforesaid, as they may respectively deem it expedient.

Rents on Leases to be apportioned.

XXXI. And be it further enacted, That in all Cases in which a Part only of any Lands comprised in any Lease or Agreement for Lease for a Term of Years unexpired shall be required for the Purposes of the said recited or this Act, the Rent payable in respect of the Lands comprised in such Lease or Agreement for Lease shall be apportioned between the Lands required for the Purposes of the said Acts and the Residue of such Lands; and such Apportionment shall, in case the same shall not be settled by Agreement between the Parties, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of the said recited or this Act is directed to be settled in case of Dispute as to the Value thereof; and in case such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lessor from whom such Lands are holden or

agreed

agreed to be holden; and after such Apportionment the Tenant or Lessee of the Lands comprised in such Lease or Agreement for Lease shall, as to all future accruing Rent, be liable only to so much of the Rent reserved in such Lease or Agreement for Lease as shall have been apportioned in respect of the Lands not required for the Purposes of the said Acts; and the Lessor of the said Lands shall have all such and the same Remedies for the Recovery of the Rent so apportioned, in respect of the Lands not required for the Purposes of the said Acts, as before such Apportionment he had or was entitled to in respect of the Rent reserved or agreed to be reserved in such Lease or Agreement for Lease; and such Apportionment shall not prejudice or affect any of the Covenants, Conditions, or Agreements in such Lease or Agreement for Lease contained, so far as the same relate to the Land comprised in such Lease or Agreement for Lease, and not required for the Purposes of the said Acts, but the same shall, as to such last-mentioned Land, but not further or otherwise, continue in full Force and Operation.

Compensation in lieu of Occupation Bridges.

XXXII. And be it further enacted, That in every Case in which any Person or Corporation who shall be seised of any Lands for an Estate of Inheritance in Fee Simple shall in their Arrangements with the said Company have received or agreed to receive Compensation for or on account of Occupation Bridges, or Bridges proposed to be erected for the Purpose of facilitating the Passage to and from the Lands on either Side of the said Railway, it shall not be lawful for such Person or Corporation, or those claiming under them, to pass, and they shall for ever be prevented from passing or crossing, the said Railway, from one Part to the other Part of their Lands so severed and divided, otherwise than by a Bridge or Bridges to be erected at the Charge of such Person or Corporation, or of those claiming under them as aforesaid.

Repeal of the Provision of former Act respecting the Expense of Juries.

XXXIII. And whereas it is by the said recited Act enacted, that in every Case in which the Verdict of a Jury should be given for a greater Sum than should have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said Act, or as Compensation or Satisfaction for any Damage or Loss which might happen or arise in or be occasioned by the Execution of any of the Powers of the said Act, all the Costs incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and otherwise incident to the said Inquisition, should be borne by the said Company, and such Costs and Expences should be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person, as therein mentioned; and in case such Costs and Expences should not be paid to the Party entitled to receive the same within Seven Days after the same should have been demanded, the same should and might be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company (unless the Treasurer of the said Company should pay such Costs and Expences out of any Monies received by him by virtue of the said Act, and which he was thereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace

for the said Town and County of the Town of *Southampton*, or either of the said Counties of *Southampton* and *Surrey* (as the Case might require), acting within their respective Jurisdictions, and not interested in the Matter in question, which Warrant such Justice was thereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury should be given for a less Sum than what should have been previously offered by or on the Behalf of the said Company, then the said Costs and Expences, to be settled and determined as aforesaid, should be defrayed by the Party with whom the said Company should have such Controversy or Dispute; and in case the Verdict of the Jury should be given for the same Sum as should have been previously offered by or on the Behalf of the said Company, one Moiety of the said Costs and Expences, to be settled and determined as aforesaid, should be defrayed by the Party with whom the said Company should have such Controversy or Dispute, and the remaining Moiety should be defrayed by the said Company; and the other Moiety of such Costs and Expences, having been ascertained and settled in manner therein-before mentioned, or the whole of such Costs and Expences in case the Verdict should be given for such less Sum as aforesaid, should and might be deducted out of the Money awarded to be paid to such Party as aforesaid as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of such Money should be deemed and taken to all Intents and Purposes to be a good Payment or Tender and Satisfaction of the Whole thereof: Provided always, that in Cases where by reason of Absence in Foreign Parts, or from any other Cause or Disability not therein-before provided for, any Person should have been prevented from treating and agreeing as aforesaid, the whole of such Charges and Expences (to be settled and determined in manner therein-before directed) should be borne and paid by the said Company: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Expences of Juries how to be paid.

XXXIV. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for the same or a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of the said recited or this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in the Execution of any of the Powers thereby and hereby granted, all the Costs, Charges, and Expences of summoning and impannelling such Jury and Witnesses, and the Expences of the Bond to be given by the Party requiring the Jury to be summoned as in the said recited Act mentioned, and of the Inquisition and Verdict and Judgment thereon, or in anywise consequent or incident to the same, shall be defrayed by the said Company; and such Costs, Charges, and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person so presiding as aforesaid; and in case such Costs, Charges, and Expences shall not be paid to the Party entitled to receive the same within Ten Days after the same shall have been

demanded, then the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company under a Warrant to be issued for that Purpose by any Justice of the Peace for the County or Place where such Inquisition shall be held, not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than shall have been previously offered by the said Company, One Moiety of the said Costs, Charges, and Expences shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the Remainder shall be defrayed by the said Company; and the former Moiety of such Costs, Charges, and Expences, having been ascertained and settled in manner herein-before mentioned, shall and may be deducted out of the Money adjudged to be paid to such other Party as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of the Money so adjudged shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender in satisfaction of the whole thereof: Provided always, that in Cases in which by reason of Absence in Foreign Parts, or from any other Cause or Disability not herein-before provided for, any Person shall have been prevented from treating and agreeing as aforesaid, the whole of such Costs, Charges, and Expences shall be borne and paid by the said Company.

Declaring what shall be a sufficient Offer to purchase by the Company.

XXXV. And be it further enacted, That an Offer on behalf of the said Company to pay any certain Sum of Money as and for Purchase Money, Compensation, or Satisfaction to such Person or Corporation as shall, under the Provisions of the said recited or this Act, be entitled to receive the same, or to pay such Sum into the Bank of *England* to such Account or in such Manner as the same shall under the same Provisions be of right payable, (such Offer being made in Writing under the Hands of any Person who shall have Power to bind the said Company, and which Offer shall be left at or delivered to some Inmate of the last or usual known Place of Abode of the Person authorized to contract for the said Land, or in case of a Corporation, to the Clerk of such Corporation,) shall, without Tender thereof, be a sufficient Offer to pay such Purchase Money, Compensation, or Satisfaction for the Purposes before mentioned.

All Expences of Conveyances to be paid by the Company.

XXXVI. And be it further enacted, That all Costs, Charges, and Expences on the Part as well of the Seller as of the Purchaser of all Conveyances and Assurances hereafter to be made of all Lands which shall be purchased or taken by the said Company for the Purposes of the said recited and this Act, and of furnishing the Abstract, and of deducing, evidencing, and verifying such Title as the said Company may require to the said Lands, and of all attested Copies which the said Company may require of any Deeds, Evidences, or Writings relating thereto, and all Expences whatsoever incident to the Investigation, Deduction, or Verification of such Title, shall be exclusively borne and paid by the said Company; and

the said Company, before entering into Possession of the Lands so purchased, shall pay the Amount of such Costs, Charges, and Expences, or in case there shall be any Dispute about the same shall deposit, for the Purpose of paying the same in such Manner as herein-after mentioned, the Amount of the Costs, Charges, and Expences claimed by the Party from whom the Lands shall be purchased: Provided always, that the said Company shall not be prevented from entering into Possession of the Lands so purchased by reason of the Nonpayment of the said Costs, Charges, and Expences, or by reason of the Deposit herein mentioned not having been made, unless the Party from whom such Lands shall have been purchased shall, within Fourteen Days after Notice in Writing for that Purpose shall have been given to him by the said Company, deliver a Bill of their said Costs, Charges, and Expences to the said Company, with the Name of a Solicitor as their Referee, for the Purposes herein-after mentioned; and if the said Company and the Party aforesaid cannot agree as to the Amount of such Costs, Charges, and Expences, the Company shall name a Solicitor as a Referee on their Part, and deposit the Amount of the Costs, Charges, and Expences claimed by such Party as aforesaid in the Hands of the said Two Referees to answer the same, and such Costs, Charges, and Expences shall be settled and determined by the said Two Referees, or in case they shall differ about the same, then by a Third Solicitor as Umpire, to be named and appointed by such Two first Referees before they proceed on the Matter referred to them; and the Award and Determination of the said Two Referees or of the said Umpire, as the Case may be, shall be binding and conclusive, and shall be made within One Calendar Month from the Time of making such Deposit as is herein-before mentioned; and upon such Award and Determination being made the said Two Referees shall, by and out of the Money so deposited with them, pay to the Party from whom the said Lands shall be so purchased as aforesaid the Amount of the Costs, Charges, and Expences which shall be so awarded and determined, and the Remainder of the said Money so deposited shall be returned to the said Company: Provided also, that the Expence of determining such Costs, Charges, and Expences as aforesaid shall be paid and borne by the said Company, unless One Sixth of the said Costs, Charges, and Expences shall be disallowed, in which Case the Expence of determining the same shall be paid and borne by the said Sellers, and the Amount thereof may then be deducted by the said Company from the Sum payable by them under the Award and Determination of the said Two Referees or of the said Umpire.

Power to enter Lands, &c. upon Payment or Tender of Purchase Money.

XXXVII. And whereas by the said recited Act it is enacted, that upon Payment or legal Tender of such Money as should have been agreed upon between the Parties, or awarded by a Jury in the Manner therein mentioned, for the Purchase of any Lands, or of any Estate or Interest in any Lands, or as a Satisfaction or Compensation for any Loss or Injury to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same should have been so agreed upon or awarded, or if the Parties so respectively entitled or interested as aforesaid

aforesaid could not be found, or should be absent from *England*, or should refuse to receive such Money as aforesaid, or should refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands should not be known, or should be absent from *England*, or should refuse to convey the same, or in case such Money should be liable to be invested in the Purchase of other Lands, then and in every such Case, upon Payment of such Money into the Bank of *England*, as by the said recited Act is directed, it should be lawful for the said Company immediately to enter upon such Lands, and to hold the same, as in the said Act is mentioned: And whereas it may frequently occur, that from unavoidable Delay in making out the Title to Lands so purchased, or from other Causes, the Payment or Tender of the Purchase Money and Compensation so agreed or awarded may be delayed beyond the Period of Thirty Days by the said recited Act limited, and it is therefore expedient that such Provision should be explained and amended; be it therefore enacted, That nothing in the said recited or this Act contained shall extend or be deemed or construed to extend to prevent the said Company from making such Payment or Tender, and entering upon and holding such Lands, after the Expiration of such Period of Thirty Days, if the Delay in such Payment or Tender shall have arisen from the Acts, Neglect, or Default of the Party selling the same Lands, and not from the Acts, Neglect, or Default of the said Company: Provided always, that it shall not be lawful for the said Company to make such Entry after Demand made of such Purchase Money or Compensation by the Party entitled thereto, and Default made by the said Company in payment thereof for the Space of Twenty-one Days after such Demand, unless such Payment shall be delayed by the Acts, Neglect, or Default of the Party entitled thereto.

Power to enter adjoining Land for temporary Purposes.

XXXVIII. And whereas by the said recited Act it is enacted, that, notwithstanding any thing in the said Act contained, it should be lawful for the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, and they were thereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway and other Works by the said Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, or manufacturing upon such Lands any Soil, Gravel, Clay, Sand, Stone, or other Materials which should have been excavated, dug, or got in making the said Railway or other Works, or any of them, or which might be taken or dug out of or from any Lands adjoining to the Place where the said Works or any of them should be then carried on, and to dig, cut, get, take, remove, and carry away out, of and from such adjoining Lands or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which could or might be got or found therein, and which might be requisite or convenient for making the said Railway and other Works or any of them, and to manufacture the same, without having previously made such Payment, Tender, or Investment as therein-before mentioned or referred to; they the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, doing as little Damage as might be in the Exercise

Exercise of the several Powers thereby granted to them, and making Compensation to the Owners or Occupiers thereof for such temporary Occupation of the said Lands, as in the said Act is provided: And whereas it is expedient that the said Provisions should be altered, enlarged, and amended; be it therefore enacted, That it shall be lawful for the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near to the said Railway or other Works by the said recited and this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, as well for the Purposes in the said recited Provisions mentioned, as for the Purpose of depositing or working upon such Lands Stone, Bricks, Slates, Timber, Lime, Materials, and other Articles and Things to be used or employed in the said Works, or for forming temporary Roads or Approaches to and from the said Works, and which the said Company are hereby authorized to make, without having previously made such Payment, Tender, or Investment as in the said recited Act is mentioned; they the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, doing as little Damage as may be in the Exercise of the several Powers thereby and hereby granted to them, and making Compensation to the Owners, Lessees, and Occupiers thereof for such temporary Occupation of the said Lands and for the Damage thereby occasioned, in manner and subject to the Restrictions in the said recited Act provided in the Cases of temporary Occupation of Lands thereby authorized: Provided also, that before entering upon any such Lands for such temporary Purposes as aforesaid the said Company shall, if required by the Owner, Lessee, or Occupier thereof, find Two sufficient Persons who shall enter into a Bond to such Owner, Lessee, or Occupier in a Penalty of the Amount of Fifty Pounds *per* Acre, conditioned for the Payment of such Compensation, such Sureties to be approved of by Two Justices of the County or Place in which the same Lands shall be situate, in case the Parties differ about the same.

Company may require the Sheriff to deliver Possession of Lands wanted for the Purposes of the Act.

XXXIX. And be it further enacted, That in all Cases where by the said recited or this Act the said Company are authorized or empowered, either expressly or by Implication, to enter upon any Lands required for the Purposes of the said Undertaking, and the Owner or Occupier of the said Lands or any other Person shall refuse to give up the Possession thereof, or shall hinder or prevent the said Company from entering upon or taking Possession of the same, it shall be lawful for the said Company to issue their Precept to the Sheriff of the County or City in which such Lands shall be situate to deliver Possession of the said Lands to such Person as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Lands accordingly, and to levy and satisfy such Costs as shall accrue upon or by reason of the issuing and Execution of such Precept on the Person so refusing to give Possession, or hindering or preventing the said Company from entering upon or taking Possession of the same, by Distress and Sale of his Goods and Chattels.

Empowering the Company to purchase Forty Acres of Land for the Purpose of additional Stations.

XL. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation who shall be willing to sell the same for the Purchase of Lands not exceeding in the whole Forty Statute Acres, in addition to the Lands authorized by the said recited and this Act to be taken for the Purposes of the said Railway and Works, and in addition also to the Forty additional Acres authorized to be purchased by the said recited Act, in such Places as shall be deemed eligible, for the Purpose of making and providing additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences for depositing, receiving, loading, or keeping any Cattle, or any Goods, Articles, Matters, or Things carried, conveyed, or intended to be carried or conveyed by the said Company, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking which the said Company shall judge requisite; and it shall be lawful for all Persons and Corporations, including especially such Persons and Corporations as are in the said Act and herein-before capacitated to sell and convey other Lands for the Purposes of the said recited Act and this Act, to sell or grant and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned or any of them, in the same Manner as in the said recited Act and herein-before is directed concerning the Lands to be taken for the Purpose of making the said Railway and other Works by the said recited Act and hereby authorized to be made.

Company to sell Lands not wanted for the Purposes of the Railway within Ten Years.

XLI. And whereas the said Company are authorized by the said recited Act to sell and convey any Land which they may happen to be seised of which may be unnecessary for effecting or not applicable for the Purposes of the said Act, and it is expedient that the said Company should be required to sell and dispose of all Lands which they may so happen to be seised of, and which shall be unnecessary for effecting or not applicable for the Purposes of the said recited or this Act, within a limited Period, as herein-after mentioned; be it therefore further enacted, That it shall not be lawful for the said Company to continue seised or possessed of any Land which may not be necessary for effecting or which may not be applicable for the Purposes of the said recited or this Act after the Expiration of Ten Years from the Completion of the Works by the said recited and this Act authorized, but that the said Company shall contract for, release, and convey the same at such Time during the said Period and in such Manner as they shall think proper, with such Right of Pre-emption in favour of adjoining Proprietors, and under such other Provisions and Restrictions, as are limited, expressed, and declared in and by the said recited Act.

Repeal of Power to let Lands until Sale.

XLII. And whereas the said Company are by the said recited Act empowered in the meantime and until they should make Sale of the additional Land thereby authorized to be purchased for the Purposes of additional Stations, Yards, Wharfs, Waiting, Loading, and Unloading Places, Warehouses, and other Buildings and Conveniences, to let such Lands or any Part thereof to any Person willing to hire the same in such Manner and upon such Terms as the said Company

should think proper; and the said Company are also by the said recited Act further empowered in the meantime and until they should make Sale of any Lands which they might happen to be seised of which might be unnecessary for effecting the Purposes of the said recited Act, or not be applicable to the Purposes thereof, to let in any Manner aforesaid any such superfluous Lands: And whereas it is expedient that the said recited Powers to let such Lands should be repealed; be it therefore enacted, That the same Powers shall be and the same are hereby repealed.

Repeal of Provisions as to Descent of Roads under Bridges, and to Ascent of Bridges carrying Roads over Railway.

XLIII. And whereas by the said recited Act it is enacted, that where any Bridge should be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road or public Highway the Descent under such Bridge should not exceed One Foot in Thirty Feet, and in case of any other public Highway should not exceed One Foot in Thirteen Feet: And whereas it is thereby also enacted, that where any Bridge should be erected for carrying any Turnpike Road or public Highway over the said Railway the Ascent to such Bridge for the Purposes of such Road in the Case of a Turnpike Road should not be more than One Foot in Thirty Feet, and in the Case of any other public Highway not more than One Foot in Thirteen Feet: And whereas it is expedient that the said recited Provisions should be altered and amended; be it therefore enacted, That the said Provisions shall be and the same are hereby repealed.

Railway not to cross Turnpike Roads or other Highways on a Level.

XLIV. And be it further enacted, That where the Alterations and Deviations in the Line of the said Railway hereby authorized to be made shall cross any Turnpike Road or other Highway whatsoever, such Turnpike Road or other Highway shall be carried over the said Railway, or the said Railway shall be carried over the said Turnpike Road or other Highway, at the Expence of the said Company, by means of a Bridge of such Construction as in the said recited Act is mentioned.

Regulating Ascent of Bridges on public Roads.

XLV. And be it further enacted, That where any Bridge shall be erected for the Purpose of carrying the said Railway over or across any Turnpike Road, public Highway, or Occupation Road, the Descent under such Bridge shall not in the Case of a Turnpike Road exceed One Foot in Thirty Feet, and in case of any other public Highway shall not exceed One Foot in Twenty Feet, and in the Case of any such Occupation Road shall not exceed One Foot in Thirteen Feet; and that where any Bridge shall be erected for the Purpose of carrying any Turnpike Road, public Highway, or Occupation Road over or across the said Railway, the Ascent to such Bridge for the Purpose of any Turnpike Road shall not be more than One Foot in Thirty Feet, and for the Purpose of any other public Highway shall not be more than One Foot in Twenty Feet, and for the Purpose of any Occupation Road not more than One Foot in Thirteen Feet, except where the present Inclination of such Turnpike Road, public Highway, or Occupation Road respectively shall be steeper than One Foot in Thirty Feet,

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One Foot in Twenty Feet, and One Foot in Thirteen Feet respectively, in all which Cases the Inclination of such Roads in passing the same over or under the said Railway shall in no Case be made steeper than the present Inclination of such Roads respectively without the previous Consent in Writing of the Trustees, Surveyors, or Owners respectively of the said Roads.

Company to erect a Screen on Side of Railway in case of Danger to Passengers on Turnpike Roads.

XLVI. And be it further enacted, That in case the said Railway shall at any Time hereafter, from its near Approach to any Turnpike Road, occasion Danger to Travellers on such Road in consequence of Horses being frightened by the Sight of the Engines and Carriages travelling upon the said Railway, it shall be lawful for any Person to make Complaint thereof to any Two Justices of the Peace acting for the District where such Turnpike Road shall be, who shall summon the Clerk or Secretary for the Time being of the said Company, or One of the Directors thereof, before them to answer such Complaint; and if it shall appear to such Justices that the said Complaint is reasonable, then that the said Company shall, within such Time as shall be ordered by the said Justices in that Behalf, and after Notice of such Order served upon them, or their principal Engineer, Clerk, or Secretary, within such Time as shall be appointed by the said Justices, commence, and within such Time as shall be appointed by the said Justices complete, such Works in the Nature of a Screen near to or adjoining the Sides of the said Turnpike Road or of the said Railway, as shall be directed by the said Justices, so as to prevent such Danger to Travellers upon the said Turnpike Road; and in case the said Company shall neglect, within the Time appointed in that Behalf, to commence or shall not continue to execute such Works until the due Completion thereof, or shall not complete the same within the Time in that Behalf appointed, the said Company shall forfeit and pay, for every Day during which the said Company shall not commence or shall not proceed in the Completion of such Works, or during which the said Works shall not be completed after the Time appointed for Completion thereof, the Sum of Twenty-five Pounds, to be recoverable by the said Commissioners or Trustees of the said Turnpike Road from the said Company in such and the same Manner as any other Penalties incurred by the said Company for which no special Provision is made by the said recited Act.

Provision in recited Act as to certain Rights of Owners or Occupiers of Lands adjoining Railway repealed.

XLVII. And whereas by the said recited Act it is enacted, that it should be lawful for the Owners and Occupiers of the respective Lands adjoining or lying near to the said Railway, and for all other Persons, to lay down, either upon their own Lands or upon the Lands of any other Persons, with the Consent of such other Persons, any collateral Branches from their respective Lands to communicate with the said Railway; and that the said Company should be bound to make, at the Expence of such Owners and Occupiers and other Persons, Openings in the said Railway for effecting such Communications in such Places where the Communication can be made without Prejudice or Injury to the said Railway; and that the said Company should not receive any Rate, Toll, or Sum for the passing of any Goods or other Things along such Branches so to be made by any such Owner, Occupier, or Person

Person as aforesaid: And whereas it is expedient that the said Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

Allowing the Owners of adjoining Lands to make Branches to communicate with Railway in convenient Places.

XLVIII. And be it further enacted, That it shall be lawful for the Owners, Lessees, and Occupiers of the respective Lands adjoining or lying near to the said Railway, and all other Persons, to lay down, either upon their own Lands or upon the Lands of other Persons, with the Consent of such Persons, any collateral Branches from their respective Lands to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners, Lessees, and Occupiers, and other Persons as aforesaid, Openings in the said Railway for effecting such Communication in such Places only as may be most convenient for that Purpose, and where such Communications can be made without Prejudice or Injury to the said Railway; and the said Company shall not receive any Rate, Toll, or Sum for the passing of any Goods or Things along such Branches so to be made by any such Owners, Lessees, or Occupiers, or other Persons as aforesaid: Provided always, that the said Company shall not be bound to make any such Openings in the said Railway for the Purpose of effecting such Communications in any Places where they shall have erected or set up any Building, Steam Engine, Works, Station, Machinery, or Yard, or in any Places which they shall have appropriated or set apart for any specific Purpose with which such Communication would interfere, nor upon any Inclined Plane; and in case any Disagreement or Difference shall arise between any such Owners, Lessees, and Occupiers, or other Persons, and the said Company, as to the proper Places for making any such Openings in the said Railway for the Purpose of such Communication, then the same shall be left to the Decision of any Three Justices of the Peace for the Counties of *Surrey* or *Southampton*, or for the Town and County of the Town of *Southampton*, within their respective Jurisdictions, whose Determination shall be binding; and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly.

The Company may make Branch Railways at the Request of the Land Owners.

XLIX. And whereas it is expedient that the said Company should be authorized and enabled, upon the Request of any Owner or Owners of Lands adjoining to the said Railway, to lay down upon such Lands any Branch Railway or Railways to communicate with the said Railway under such Terms and Restrictions as may be mutually agreed upon between them; be it therefore enacted, That the said Company may and they are hereby empowered, upon the Request in Writing of any Land Owner or Owners through whose Lands the said Branch Railway or Railways is or are desired to be made, and with the Consent in Writing previously obtained of all and every the Owners and Occupiers of Lands through which the said Branch Railway or Railways respectively is or are intended to be made, to construct, make, and execute such Branch or Branches as aforesaid, and to enter into and carry into effect such Arrangements with respect to the said Branch Railway or Railways, and the Mode of Construction thereof, or relating to the Costs and Expences which may be thereby incurred, as may be mutually agreed upon

between the said Land Owner or Owners and the said Company: Provided always, that no such Branch Railway or Railways shall be made by the said Company without the Sanction of a General or a Special General Meeting of the Proprietors of the said Company.

Company empowered to contract with other Railway Companies.

L. And whereas it would tend much to the Convenience of the Public if Railway Companies were empowered to enter into mutual Arrangements so as to avoid the Necessity of a Change of Carriages and other Delays arising from a Diversity of Interest; be it therefore enacted, That, notwithstanding any thing in the said recited or this Act contained, it shall be lawful for the said *London* and *Southampton* Railway Company and they are hereby empowered from Time to Time to make and enter into any Contract or Agreement with any other Railway Company, and which Contract or Agreement all other Railway Companies are hereby empowered to make and enter into, either for the Division or Apportionment of Tolls or Rates, or for the Passage over or along the Railway by the said recited and this Act authorized to be made of any Engines or Carriages of or belonging to any other Railway Company or other Person, or which shall pass over or along any other Line of Railway, or for the Passage over or along any other Line of Railway of any Engine or Carriages which shall belong to the said *London* and *Southampton* Railway Company, or which shall pass over or along their Line of Railway, upon the Payment of such Tolls or Rates, and under such Conditions and Restrictions, as may be mutually agreed upon, and also to make and enter into any other Contract with any other Railway Company that may be deemed advisable; and every such Contract may contain such Covenants, Clauses, Provisoes, Conditions, and Agreements as the contracting Parties may respectively think advisable and mutually agree upon: Provided always, that no Contract shall in any Manner alter, affect, increase, or diminish any of the Rates, Tolls, or Sums which the respective Companies Parties to such Contracts shall for the Time being be respectively authorized and entitled to have, demand, recover, or receive of or from any Person or any other Company, but that all other Persons and Companies shall, notwithstanding any such Contract, be entitled to the Use and Benefit of the said Railways upon the same Terms and Conditions, and upon Payment of the same Tolls, Rates, and Sums, as they would have been in case no such Contract had been entered into; nor shall any such Contract give any Preference or Advantage to any Company or Person Party thereto over any other Company or Person, but all such Companies and Persons so contracting shall, notwithstanding such Contract, pay the same Amount of Tolls, Rates, or Duties as shall from Time to Time be charged to other Companies or Persons not being Parties to such Contracts; and no Company or Person using the said Railway shall be liable to pay any greater Amount of Toll, Rate, or Duty for or in respect of any Carriage, Passenger, Goods, Articles, Matters, or Things carried or conveyed upon or along or using the said Railway than any of such Railway Companies: Provided also, that where any Railway Company with which the said *London* and *Southampton* Railway Company shall enter into any such Contract as aforesaid shall pass or convey any Engines or Carriages, Articles, Matters, Persons, or Things, upon

the said *London* and *Southampton* Railway for a less Distance than Six Miles, it shall be lawful for the said *London* and *Southampton* Railway Company in any such Contract as aforesaid to agree to accept and take, and they are hereby authorized to accept and take, of and from such other contracting Railway Company, such an Amount of Toll or Rate less than the Amount of the Toll or Rate for Six Miles which by the said recited Act the said *London* and *Southampton* Railway Company are empowered to demand and receive for Articles, Matters, Persons, and Things conveyed on the said *London* and *Southampton* Railway for less than Six Miles, as may be mutually agreed upon between them, without Prejudice to the Right of the said *London* and *Southampton* Railway Company to demand and receive of and from any other Person or Corporation Rate or Toll for Six Miles in respect of any Articles, Matters, Persons, or Things conveyed upon the said *London* and *Southampton* Railway for any Distance less than Six Miles.

Extending the Company's Powers of carrying Goods and Passengers.

LI. And whereas in the said recited Act it was enacted, that it should be lawful for the said Company to provide locomotive Engines or other Power for the drawing or propelling of any Goods, Articles, Matters, or Things, Persons, Cattle, or Animals, upon or along the said Railway thereby authorized to be made, or any Part thereof: And whereas it is expedient that such Power should be extended and enlarged; be it therefore enacted, That it shall be lawful for the said Company to provide, or hire, use, and employ, locomotive Engines or other Power, Coaches, Waggons, and other Carriages, and with such locomotive Engines or other Power, Coaches, Waggons, and Carriages, or any other Coaches, Waggons, and Carriages, to carry and convey, as well upon and along the said Railway as upon and along any other Railway, all such Goods, Articles, Matters, or Things, Persons, Cattle, or Animals, as shall be offered to them for that Purpose, and to make such Charges for the Carriage or Conveyance thereof, in addition to the Rates, Tolls, or other Sums by the said recited Act authorized to be charged and received in respect thereof, as they may determine on; and the said Company shall and may have and exercise all the same Rights and Remedies for Recovery, as well of the Charges by the said recited Act as of the Charges hereby authorized to be taken for such Carriage or Conveyance, as are given to them by the said recited Act in reference to the Rates and Tolls thereby made payable, or the said Company may, at their Option, sue for and recover such Charges or any Part thereof in any Court of Law or Equity: Provided always, that the Provisions aforesaid shall not extend to take away or interfere with the Rights of the Proprietors of any other Railway upon which the said *London* and *Southampton* Railway Company may carry by virtue thereof.

Packages containing Goods of a dangerous Quality to be marked.

LII. And for the better preventing of Accidents or Injury which might arise on the said Railway and Works from the unsafe and improper Carriage of certain Goods and Merchandize upon the same; be it further enacted, That every Person who shall send or cause to be sent by the said Railway any Aquafortis, Oil of Vitriol, Gunpowder, or other Goods of a dangerous Quality, shall distinctly mark

mark or state the Nature of such Goods on the Outside of the Package containing the same, or shall otherwise give Notice in Writing to the Book-keeper or other Servant of the said Company with whom the same shall be left at the Time of so sending or causing the said Goods to be sent, on pain of forfeiting for every Default herein the Sum of Twenty Pounds, to be recovered and levied in the same Manner as other Penalties are by the said recited Act directed to be recovered and levied: Provided always, that the said Company shall not be compelled or compellable to carry upon the said Railway any Gunpowder or other Goods which in the Judgment of the said Company shall be of a dangerous Character, and it shall be lawful also for the said Company to restrain any other Persons from carrying thereon Gunpowder or such other Goods of a dangerous Character as aforesaid.

Repeal of Provision as to joint Proprietors of Shares.

LIII. And whereas by the said recited Act it is enacted, that whenever Two or more Persons should be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name should stand first in the Books of the said Company as Proprietor of such Share should for the Purposes of the said Act be deemed the Proprietor of such Share, and all Notices by the said Act required to be given to the Proprietors of Shares in the said Undertaking should and might, for or in respect of any such Shares so jointly held, be given to the Person whose Name should so stand first on the Books of the said Company, or be left at the last or usual Place of Abode in *England* of such Person, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company is by the said Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, or be inserted in the *London Gazette* as therein mentioned, as the Case might require, and such Notice to such Person should be deemed sufficient Notice to all Proprietors of such Shares so jointly held for all the Purposes for which such Notice was intended to be given: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

As to Votes of joint Proprietors.

LIV. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or or entitled to any Share in the said Undertaking, all Notices by the said recited and this Act directed to be given to the Proprietors of Shares in the said Undertaking shall and may, for or in respect of any such Share so jointly held, be given to the Person whose Name shall stand first in the Books of the said Company as the Proprietor of such Share, or be left with some Inmate of the last or usual Place of Abode of such Person, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company is by the said recited Act directed to enter and keep a List of the Names and Additions of the several Proprietors of Shares in the said Undertaking, or be inserted in the *London Gazette* as in the said recited Act mentioned, as the Case may require, and such Notice to such Person shall be deemed sufficient Notice to all the Proprietors of such Share for all the Purposes for which such Notice is intended to be given.

LV. And

Certificates of Shares to be delivered to Proprietors.

LV. And be it further enacted, That the said Company shall from Time to Time cause a Certificate, signed by Two of the Directors and the Secretary of the said Company, to be delivered to every Proprietor on Demand, specifying the Share or Shares to which he is entitled in the said Undertaking, such Proprietor paying to the Secretary of the said Company a Sum not exceeding Two Shillings and Sixpence for every such Certificate; and such Certificate shall be admitted in all Courts whatsoever as *primâ facie* Evidence of the Title of such respective Proprietors, their Successors, Executors, Administrators, or Assigns, to the Share or Shares therein specified; and such Certificate may be in the Words or to the Effect following; (that is to say,)

Form of Certificate.

'Number .
'THESE are to certify, That *A.B.* of is a Proprietor
'of the Share [*or* Shares] Number of "The
'*London* and *Southampton* Railway Company," subject to the Rules,
'Regulations, and Orders of the said Company. Given under our
'Hands the Day of in the Year of
'our Lord .'

And in case of a Transfer of any Share to a new Proprietor an Indorsement of such Transfer upon the Back of the Certificate, signed by the Secretary, shall be considered in every respect the same as a new Certificate.

For granting new Certificates when old ones are destroyed or worn out.

LVI. And be it further enacted, That if any such Certificate as aforesaid shall be worn out or damaged, then upon Proof thereof to the Satisfaction of the said Company another similar Certificate shall be given to the Party in whom the Property of such Certificate and of the Share or Shares therein mentioned shall be at that Time vested, the said Secretary receiving for every such Certificate which shall be so given or exchanged a Sum not exceeding the Sum of Two Shillings and Sixpence.

Repeal of Provision for the Registry of Transfers of Shares.

LVII. And whereas it is by the said recited Act enacted, that on every Sale of any Share or Shares, as authorized by the said recited Act, the Deed of Transfer, being executed by the Seller and Purchaser, should be produced to the said Company or the Secretary of the said Company, who should enter in some Book to be kept for that Purpose a Note of such Transfer, and indorse the same on the said Deed of Transfer, and the said Company or Secretary was thereby required to make such Entry and Indorsement accordingly; and that until such Note should have been made and entered as before directed such Purchaser should not be deemed a Proprietor of the Company, and should have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof: And whereas it is expedient that the said recited Provision should be altered and amended; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

New Provision for the Registry of Transfers of Shares.

LVIII. And be further enacted, That on every Sale of any Share as authorized by the said recited Act the Deed or Conveyance, being executed by the Seller and Purchaser of such Share or Shares, shall be

be produced to and kept by the Secretary of the said Company, who shall, on Production thereof and of the Certificate of the Share or Shares sold, enter in some Book to be kept for that Purpose a Memorial of such Transfer and Sale, and indorse the Entry of such Memorial on the said Deed of Sale or Transfer, for which no more than Two Shillings and Sixpence shall be paid to the said Secretary; and the said Secretary is hereby required to make such Entry or Memorial accordingly, and, on Request, to make an Indorsement of such Transfer on the Back of the existing Certificate of each Share so sold, for which Indorsement no more than Two Shillings and Sixpence shall be paid; and such Indorsement, signed by such Secretary, shall be considered in every respect the same as a new Certificate; and after such Memorial shall have been made and entered as before directed the Seller of every such Share shall thenceforth be released from all Liability in respect of the Share thereby transferred, any thing in the said recited Act or in this Act contained to the contrary notwithstanding; and until such Memorial shall have been made and entered as before directed the Seller thereof shall remain and be held liable for all future Calls, and the Purchaser shall not be deemed a Proprietor of the said Company, nor entitled to demand or receive from the said Company any Part or Share of the Profits of the said Undertaking, or any Interest in respect of such Share paid to him, or to give any Vote in respect thereof as a Proprietor of the said Undertaking: Provided always, that nothing in the said recited Act or in this Act contained shall prevent any Lien or Security upon any Shares in the said Undertaking being created (as between the Parties thereto) by a Deposit or Pledge of the Certificates of such Shares made by the Proprietor of such Shares, notwithstanding the same are by the said recited Act declared to be Personal Estate; but every such Deposit or Pledge shall be as valid and binding upon the Person making the same, and in case of Bankruptcy or Insolvency upon his Assignees and Creditors, as if the same Shares had been by the said recited Act or this Act declared to be Real Estate, and as binding as a Deposit or Pledge of the Title Deeds of Real Estate would be if made under like Circumstances by the Owner thereof.

Provisions of recited Act as to Forfeiture of Shares recited and repealed.

LIX. And whereas it is by the said recited Act enacted, that no Advantage should be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing, under the Hand of Three Directors or of the Secretary of the said Company, of such Share having been declared by the Directors forfeited, should have been given or sent by the Post, or left at the last known Place of Abode in *England* of the Proprietor of such Share, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company was by the said recited Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, nor until the Declaration of Forfeiture thereof by the said Directors should have been confirmed at a Half-yearly General Meeting of the said Company, or at a Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture should have been given or sent as

therein aforesaid: And whereas it is by the said recited Act further enacted, that after such Forfeiture should have been confirmed by such Half-yearly or Special General Meeting, the said Company by an Order to be made at a General Meeting should have Power to direct the said Directors to sell and dispose of the Shares so forfeited in manner by the recited Act directed: And whereas it is expedient that the said recited Provisions should be altered and amended; be it therefore enacted, That the said Provisions shall be and the same are hereby repealed.

Forfeited Shares may be sold after One Month's Notice of Forfeiture.

LX. And be it further enacted, That no Share in the said Undertaking which shall have been declared forfeited by the said Directors shall be sold until the Expiration of One Calendar Month after Notice in Writing under the Hands of Three Directors or of the Secretary of the said Company, of such Share having been declared by the Directors forfeited, shall have been given or sent by the Post, or left at the last known Place of Abode in *England* of the Proprietor of such Share, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company is by the said recited Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking; and after such Declaration of Forfeiture shall have been made by the said Directors and such Notice as aforesaid shall have expired, the said Directors shall and may and they are hereby authorized to sell and dispose of the Shares so forfeited, or any of them, in manner by the recited Act directed.

Repeal of Clause empowering Directors to enter into Contracts, &c., and to use the Seal, in pursuance of the Resolution of a Court of Directors.

LXI. And whereas by the said recited Act it is enacted, that the Court of Directors for the Time being should have full Power and Authority, on behalf of the said Company, to purchase Lands, Engines, and Materials, and all other Matters and Things which they should deem necessary or expedient for the Use of the said Undertaking, and to sell Lands thereby authorized to be sold, and generally to enter into and execute, and also to release, modify, alter, vary, and discharge, any Contract, Agreement, or Engagement, whether under Seal or otherwise, on behalf of the said Company, respecting any Matters in which the said Company might be interested, and to make and execute all Assignments and Conveyances, and all other Acts to which the Corporate Seal should be required to be affixed; and that the Chairman or Deputy Chairman of the Directors for the Time being of the said Company, and in their Absence then the Directors present at any such Court as aforesaid, should have the Power, in pursuance of the Resolution of a Court of Directors, but not otherwise, to use the Common Seal on behalf of the said Company; and that all Contracts in Writing relating to the Affairs of the said Company which should be signed by any Five of the Directors, in pursuance of the Resolution of a Court of Directors, should be binding on the said Company and all other Parties thereto, and their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits might be maintained thereon, and Damages and Costs recovered by or against the said Company, or any other Parties thereto failing in the Execution thereof: And whereas it is expedient that the said

Provision

Provision should be altered and amended; be it therefore enacted, That the said Provision shall be and the same is hereby repealed.

New Provision for empowering Directors to enter into Contracts.

LXII. And be it further enacted, That the Court of Directors for the Time being shall have full Power and Authority, on behalf of the said Company, to purchase Lands, Engines, Materials, and all other Matters and Things which they shall deem necessary or expedient for the Use of the said Undertaking, and to sell Lands by the said recited and this Act authorized to be sold, and generally to enter into and execute, and also to release, modify, alter, vary, and discharge, any Contract, Agreement, or Engagement, whether under Seal or otherwise, on behalf of the said Company, respecting any Matters in which the said Company may be interested, and shall have the Power to use the Common Seal on behalf of the said Company; and that all Contracts in Writing relating to the Affairs of the said Company, which shall be signed by any Five of the Directors, shall be binding on the said Company and all other Parties thereto, and their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any other Parties thereto failing in the Execution thereof.

Repeal of Clause empowering Directors to elect others in case of Vacancy in Direction by Death, &c.

LXIII. And whereas by the said recited Act it is enacted, that when and so often as any of the Directors therein appointed, or any Director to be elected by virtue of the said Act, should die, or resign, or become disqualified or incompetent to act as a Director, or should cease to be a Director by any other Means than by going out of Office as therein aforesaid, it should be lawful for the remaining Directors to elect some other Proprietor duly qualified as aforesaid to be a Director, and every such Proprietor so elected to fill up any such Vacancy should continue in Office so long only as the Person in whose Place or Stead he might be elected would have been entitled to continue in Office had he lived and remained in Office: And whereas it is expedient that the said Provision should be repealed; be it therefore enacted, That the said recited Provision shall be and the same is hereby repealed.

New Provision regarding the filling up of a Vacancy in the Direction by Death, &c.

LXIV. And be it further enacted, That when and so often as any of the Directors by the recited or this Act appointed shall die, or resign, or become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Means than by going out of Office, as by the said recited Act is provided, such Vacancy shall be filled up from among the Proprietors for the Time being of the said Company duly qualified, as by the said Act is provided, at the First General or Special General Meeting after such Vacancy shall have occurred, and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue in Office had he lived and remained in Office.

Directors may call Spe-

LXV. And be it further enacted, That, notwithstanding any thing contained in the said recited Act, or which may be contained in any

Requisition

Requisition which shall be made in pursuance of the Provisions of the said recited Act or this Act by Proprietors in the said Undertaking, requiring the Directors of the said Company to call a Special General Meeting of such Proprietors to be held in *London*, it shall be lawful for the said Directors, or in the event of their Refusal, as in the said recited Act mentioned, for such Proprietors as therein mentioned, to call any such Special General Meeting as last aforesaid to be held at any convenient Place not distant more than Four Miles from the General Post Office, *Saint Martin's le Grand, London.*

cial General Meetings.

LXVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to close the Books kept for entering Memorials of Transfers of Shares for a Period not exceeding Seven Days before each of the Half-yearly General Meetings of the said Company, and to fix a Day for that Purpose, during which Time the said Company shall not be bound to take notice of any Transfer which shall not have been registered previously to the Day fixed for closing the Books; but all such Transfers shall, as between the Party claiming under the same and the said Company, but not otherwise, be considered as made subsequently to such Half-yearly General Meetings: Provided always, that Seven Days Notice at least of the Day on which the Transfer Books shall be closed shall be given in One or more public Newspapers published in *London* and *Southampton.*

Power to close Transfer Books at certain Periods.

LXVII. And whereas the Capital of the said Company consists at present of the Sum of One million Pounds divided into Twenty thousand Shares of Fifty Pounds each: And whereas it is expedient that the said Company should be authorized to raise by Contribution among themselves, or by such other Ways or Means as are herein-after mentioned, a further or additional Sum of Money by way of additional Capital to enable them to make and complete the said Railway and Works, and for other the Purposes in the said recited and this Act mentioned; be it therefore further enacted, That it shall be lawful for the said Company to raise by Contribution amongst themselves, or by the Admission of other Persons as Subscribers to the said Undertaking, or in part by each of those Means, a further Sum of Money not exceeding the Sum of Four hundred thousand Pounds, the whole to be divided into Sixteen thousand Shares of Twenty-five Pounds each, and the same to be numbered in regular Order, beginning with Number Twenty thousand and one, and ending with Number Thirty-six thousand, in Arithmetical Progression, and every such Share shall always be distinguished by the Number to be applied to the same.

Power to raise a Sum of 400,000*l.* as additional Capital.

LXVIII. And be it further enacted, That the said new Shares hereby authorized to be created shall be and the same are hereby respectively vested in the several Corporations and Persons who have subscribed and shall hereafter subscribe for the same respectively, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums by them severally subscribed and to be subscribed; and all Corporations and Persons, and their several and respective Successors,

Appropriation of new Shares, and Rights and Interests of Proprietors in respect thereof.

Executors, Administrators, and Assigns, who have subscribed and shall subscribe for One or more of the said new Shares by this Act authorized to be created, or such Sum or Sums as shall be demanded in lieu thereof, shall be and they are hereby declared to be Owners and Proprietors of Stock in the said Company to the same Extent, and as beneficially to all Intents and Purposes whatsoever, as Proprietors of the same Number of original Shares of Fifty Pounds in the said Company, and shall, in respect of the said new Shares, be entitled to all such Rights and Privileges, and be under and subject to all the Powers, Provisions, Indemnities, Remedies, Penalties, Clauses, Matters, and Things contained in the said recited and this Act, in like Manner as if the said new Shares were original Shares of Fifty Pounds each, except where altered or varied by this Act.

Directors empowered to make Calls on new Shares.

LXIX. And be it further enacted, That the Directors shall have Power from Time to Time, and at any Time or Times after the Expiration of Six Calendar Months from the Day of the passing of this Act, but not sooner, to make at their Discretion such Call or Calls of Money from the Subscribers to and Proprietors of the said new Shares in the said Company as the Directors shall from Time to Time find necessary for the Purposes of the said Company, so that no such Call shall exceed the Sum of Five Pounds upon each such new Share, and so that there shall be an Interval of Three Calendar Months at least between every Two successive Calls; and the several Sums of Money so to be called for shall be paid into such Banks, or to such Persons, and subject to the Restrictions herein-before contained, at such Time and Place and in such Manner as the Directors shall from Time to Time order and appoint, of which Time and Place Twenty-one Days Notice at least shall be previously given by Advertisement under the Hand of the Secretary of the said Company, inserted in Two or more of the daily *London* Newspapers, and in One or more Newspapers usually circulated in each of the Counties of *Surrey* and *Southampton* and in the Town of *Southampton*; and all the Powers, Provisions, Remedies, Penalties, Forfeitures, Matters, and Things created or imposed by the said recited Act for compelling the Payment of Calls, with Interest, or for forfeiting the Shares of such Proprietors as shall be in default, shall extend and be applicable to the said new Shares as fully and effectually to all Intents and Purposes as if the same had been repeated and re-enacted in this present Act in respect of the said new Shares.

Sums to be paid in respect of new Shares by original Subscribers before transferring the same within Six Months from the passing of this Act.

LXX. Provided always, and be it further enacted, That no original Subscriber for any new Share hereby authorized to be created shall, within Six Calendar Months from the Day of the passing of this Act, be capable of making any Transfer by Deed of such Share without first paying to the said Company, in part of the Sum of Twenty-five Pounds payable on such Share, such Sum as herein-after mentioned, (that is to say,) the Sum of One Pound in case such Transfer shall be proposed to be made before the Expiration of Two Calendar Months from the Day of the passing of this Act, the Sum of Three Pounds in case such Transfer shall be proposed to be made at or at any Time after the Expiration of Two Calendar Months and before the Expiration of Four Calendar Months from the Day of the passing

of this Act, and the Sum of Five Pounds in case such Transfer shall be proposed to be made at or at any Time after the Expiration of Four Calendar Months and before the Expiration of Six Calendar Months from the Day of the passing of this Act.

Sums to be paid in respect of new Shares by Assignees of the same within Six Months from the passing of this Act.

LXXI. Provided also, and be it further enacted, That in case any original Subscriber for any new Share hereby authorized to be created shall, within Six Calendar Months from the Day of the passing of this Act, make any such Transfer by Deed of such Share as aforesaid, then and in every such Case the Corporation or Person to whom such Share shall be so transferred, or the Successors, Executors, Administrators, or Assigns of such Corporation or Person, shall, in further Part of the Sum of Twenty-five Pounds payable on such Share, pay to the said Company such Sum or Sums, and on or at such Day or Time or Days or Times as herein-after mentioned; (that is to say,) in case such Transfer shall have been made before the Expiration of Two Calendar Months from the Day of the passing of this Act, then the Sum of Two Pounds on the Day of the Expiration of such Two Calendar Months, and the further Sum of Two Pounds on the Day of the Expiration of Four Calendar Months from the Day of the passing of this Act; and in case such Transfer shall have been made after the Expiration of Two Calendar Months and before the Expiration of Four Calendar Months from the Day of the passing of this Act, then the further Sum of Two Pounds on the Day of the Expiration of such Four Calendar Months; and that such last-mentioned Sum or Sums of Money so to be paid as aforesaid shall be paid on or before the Day hereby appointed for the Payment thereof into the Bank of Messrs. *Wright, Covent Garden, London,* the Bankers of the said Company, to the Credit of the said Company; and all the Powers, Provisions, Remedies, Penalties, Forfeitures, Matters, and Things created or imposed by the said recited and this Act for compelling the Payment of Calls with Interest, and for forfeiting the Shares of such Proprietors as shall be in default, shall extend and be applicable to the said new Shares, in respect of the Sum or Sums of Money so to be paid as last aforesaid, in such and the same Manner, and as fully and effectually to all Intents and Purposes, as if such Sum or Sums were payable in respect of a Call or Calls on such new Shares: Provided always, that no Proprietor or Owner of any new Share hereby authorized to be created shall be in any Case liable to pay any greater Sum in the whole in respect of such Share than the Sum of Twenty-five Pounds.

No Owner of a new Share to pay more than 25*l.* therefor.

Power to pay Subscription in advance, and to take Interest on the Amount in advance, repealed.

LXXII. And whereas it is by the said recited Act further enacted, that it should be lawful for the several Proprietors for the Time being of the said Undertaking, and they were thereby empowered, whether before or after any Call or Calls should have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors should think proper to accept the same, which they were thereby authorized to do, to such Person as the said Directors should appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as should be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum of Fifty Pounds in respect

respect of each such Share; and the said Company should and they were thereby required to pay Interest at such Rate, not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year, upon the Principal Monies which should have been so paid in advance, or for so much thereof as should from Time to Time exceed the Amount of the Calls which should have been made upon the Shares in respect of which such Money should have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company should agree upon: And whereas it is expedient that the said recited Provision should be amended and enlarged; be it therefore enacted, That the said Provision shall be and the same is hereby repealed.

New Enactment respecting the Power to pay Subscriptions in advance, and the allowing Interest on the Amount paid in advance.

LXXIII. And be it further enacted, That it shall be lawful for the said Proprietors for the Time being of the said Company and they are hereby empowered, whether before or after any Call or Calls shall have paid in respect of any original or new Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Portion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum of Fifty Pounds in respect of each such original Share, and to make up the full Sum of Twenty-five Pounds in respect of each such new Share; and the said Company shall and they are hereby required to pay Interest at such Rate, not exceeding the Rate of Five Pounds for every One hundred Pounds by the Year upon the Principal Monies which shall have been paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Proprietor paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Power to raise 460,000*l.* by Mortgage.

LXXIV. And whereas by the said recited Act it is enacted, that in case the Money thereby authorized to be raised should be found insufficient for the Purposes of the said Act, it should be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any further or additional Sum, not exceeding in the whole the Sum of Three hundred and thirty thousand Pounds, on the Credit of the said Undertaking in manner in the said Act mentioned: And whereas it is expedient to amend and enlarge the said Power of borrowing Money on Mortgage, so as to enable the said Company to raise by Mortgage the Sum of Four hundred and sixty thousand Pounds instead of the Sum of Three hundred and thirty thousand Pounds; be it therefore enacted, That in case the Money authorized to be raised by Subscription as by the said recited Act and hereinbefore mentioned shall be found insufficient for the Purposes of the said Acts, it shall be lawful for the said Company, when and as soon as One Half of the Capital of the said Company, so as aforesaid authorized to be raised by Subscription, shall have been actually raised and

and paid up, by an Order of any General or Special General Meeting of the said Company, from Time to Time to borrow and take up at Interest any further or additional Sum of Money not exceeding the Sum of Four hundred and sixty thousand Pounds on the Credit of the said Undertaking, as to them shall seem proper; and the said Company and the Directors of the said Company, after an Order made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of the said recited and of this Act, or any Part thereof, the Costs and Charges of assigning and charging the same to be paid out of such Rates, Tolls, or Sums as a Security for any such Sum of Money to be borrowed as aforesaid, with Interest to or for the Benefit of the Party or to his Trustee who shall advance the same; and a Copy of the Order of any General or Special General Meeting of the said Company, authorizing the borrowing of any such Sum of Money, certified by One Director or the Secretary of the said Company to be a true Copy, shall be sufficient Evidence of the making of such Order for raising such additional Sum of Money, and also of the Money authorized to be raised by Subscription as aforesaid, being insufficient for the Purposes of the said recited and this Act; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company, and may be in the Words or to the Effect following, or with such Variations therein as the Circumstances of the Loan may render necessary; (that is to say,)

Form of Mortgage.

'*London* and *Southampton* Railway Company.

'Number

'BY virtue of an Act passed in the Fifth Year of the Reign of 'His late Majesty King *William* the Fourth, intituled [*here* '*insert the Title of the said recited Act*], and also of an Act passed 'in the First Year of the Reign of Her Majesty Queen *Victoria*, 'intituled [*here insert the Title of this Act*], we, "The *London* and '*Southampton* Railway Company," incorporated by and under the 'said first-mentioned Act, in consideration of the Sum of 'to us paid by *A. B.* of do assign unto the said '*A. B.*, his Executors, Administrators, and Assigns, the said Un-'dertaking, and all and singular the Rates, Tolls, and Sums of 'Money arising by virtue of the said Acts, and all the Estate, 'Right, Title, and Interest of the said Company of, in, and to the 'same, to hold unto the said *A. B.*, his Executors, Administrators, 'and Assigns, until the said Sum of together 'with Interest for the same after the Rate of for 'every One hundred Pounds for a Year, shall be fully paid and 'satisfied. Given under our Common Seal this Day of 'in the Year of our Lord .'

And an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall, within Fourteen Days next after the Date thereof, be entered in some Book to be kept by

the Secretary of the said Company, which said Book may be perused at all seasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom such Mortgages or Assignments shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights or Interests therein to any other Person or Persons; and every Transfer thereof may be made in the Words or to the Effect following; (that is to say,)

Mortgages may be transferred.

Form of Transfer of Mortgage.

'I *A. B.* of in consideration of the Sum of to me paid by *C. D.* of do hereby transfer to the said *C. D.*, his Executors, Administrators, and Assigns, a certain Mortgage, Number made by "The *London* and *Southampton* Railway Company," to bearing Date the Day of for securing the Sum of and Interest, and all my Right, Estate, and Interest in and to the Money thereby secured, and in and to the Rates, Tolls, Sums of Money, and Property thereby assigned. Dated this Day of in the Year of our Lord .'

And every such Transfer shall, within Fourteen Days next after the Date thereof if executed in *England*, or otherwise within Fourteen Days next after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid such Sum as the said Company shall appoint, not exceeding the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every such Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon; and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Power to borrow on Bond the Money authorized to be raised by Mortgage.

LXXV. And whereas it is expedient that the said Company should be authorized to borrow on Bond the said Sum of Four hundred and sixty thousand Pounds herein-before authorized to be raised by Mortgage as aforesaid; be it therefore enacted, That it shall be lawful for the said Company or the Directors thereof, after an Order shall have been made for that Purpose by any General or Special General Meeting, and they are hereby authorized and empowered, to borrow and take up at Interest from any Persons or Corporations who shall be willing to lend the same the Whole or any Part of the said Sum of Four hundred and sixty thousand Pounds so herein-before authorized to be raised by Mortgage, as to them shall seem meet and convenient, at such Rate of Interest as may be agreed upon, not exceeding Five Pounds *per Centum per Annum*, and to secure the Repayment thereof, with Interest, by Bonds under the Common Seal of the said Company, payable at such Times as the said Company and the Persons or Corporations lending the Money may mutually agree upon; and every Bond to be given as aforesaid for securing any Sum of Money to be borrowed as aforesaid may be in the Form or to the

Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

'KNOW all Men by these Presents, That we, "The *London* and *Southampton* Railway Company," incorporated by and under an Act of Parliament passed in the Fifth Year of the Reign of King *William* the Fourth, intituled *An Act for making a Railway from* London *to* Southampton, and our Successors and Assigns, are held and firmly bound to in the Sum of Pounds, to be paid to him or his Attorney, his Executors, Administrators, or Assigns. As witness our Common Seal this Day of in the Year of our Lord

'Now the Condition of the above-written Bond or Obligation is such, that if the above-named his Executors, Administrators, or Assigns, shall be well and truly paid the full and just Sum of Pounds this Day advanced and lent by him the said upon the Credit of the said Undertaking, together with the Interest of the said Sum of whilst the same shall remain unpaid, after the Rate of *per Centum per Annum*, by quarterly Payments, then this Obligation to be void.' Form of Bond.

And an Entry or Memorial of every such Bond, containing the Number and Date thereof, and the Name of the Person or Corporation, with his (or their) proper Addition, to whom the same shall have been made or given, and of the Sum thereby secured, together with the Rate of Interest to be paid thereon, shall within Fourteen Days next after the Date thereof be entered in a Book to be kept by the Secretary of the said Company, which Book shall and may be perused at all reasonable Times by any of the Proprietors or Creditors of the said Undertaking, or other Persons interested therein, without Fee or Reward; and every Person or Corporation, being the Obligee or Obligees in any such Bond, his or their Executors, Administrators, Successors, and Assigns, lawfully and of right may from Time to Time transfer the same and the Principal Money thereby secured and remaining unpaid, and all Interest due and to accrue thereon, to any Person or Corporation whatsoever; which Transfer shall or may be in the Words or to the Effect following; (that is to say,) Bonds may be transferred.

'I *A. B.* of in consideration of the Sum of to me paid by *C. D.* of do hereby transfer a certain Bond, numbered under the Common Seal of "The *London* and *Southampton* Railway Company," unto of bearing Date Day of for securing the Sum of with Interest thereon after the Rate of *per Centum per Annum*, and all my Right, Interest, and Property therein, to the said his Executors, Administrators, and Assigns. Dated the Day of in the Year of our Lord .' Form of Transfer of Bond.

And every such Transfer shall, within Fourteen Days after the Date thereof if executed in *England*, or otherwise within Fourteen Days after the Arrival thereof in *England* if executed elsewhere, be produced

duced to the Secretary of the said Company, who shall cause an Entry or Memorial thereof to be made in the same Manner as of the original Bond, and also, if required, indorse a Certificate of such Entry on such Transfer, for which Entry and Certificate the said Secretary shall be paid such Sum as the said Company shall appoint, not exceeding Two Shillings and Sixpence; and after every such Entry made every Transfer shall entitle such Assignee, his Executors, Administrators, and Assigns, to the full Benefit thereof, and to sue the said Company for Payment thereof in his or their own Name or Names; and it shall not be in the Power of any Person or Corporation who shall have made such Transfer to make void or release any Bond so by him or them transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Mortgagees and Bondholders to have no Priority.

LXXVI. And be it further enacted, That the respective Parties to whom such Mortgages or Bonds as aforesaid shall be made or given shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, Sums, and Premises, and of all future Calls on Shares, according to the respective Sums in such Mortgages or Bonds mentioned to be secured, without any Preference by reason of any such Order as aforesaid, or Priority of Date of such Mortgage or Bond, or on any other Account whatsoever.

Provisions of recited Act relating to Money thereby authorized to be borrowed to extend to Money hereby authorized to be borrowed.

LXXVII. And be it further enacted, That all the Powers, Authorities, Provisions, Directions, Remedies, Regulations, Matters, and Things in the said recited Act contained relating to or in anywise affecting Mortgages and Assignments of Mortgages, and Mortgagees and Assignees of Mortgages, shall (except so far as the same are amended, altered, or otherwise provided for by this Act,) extend and be applicable to the said Sum of Four hundred and sixty thousand Pounds hereby authorized to be raised as aforesaid, in the same Manner as the same extended and were applicable by the said recited Act to the said Sum of Three hundred and thirty thousand Pounds thereby authorized to be raised as aforesaid; and also, that all the Powers, Authorities, Provisions, Directions, Remedies, Regulations, Matters, and Things in the said recited Act contained relating to or in anywise affecting Mortgages and Assignments of Mortgages, and Mortgagees and Assignees of Mortgages, shall, except so far as the same are amended, altered, or otherwise provided for by this Act, extend and be applicable to Bonds and Assignments of Bonds, and to all Bondholders.

Power to increase the Capital Stock.

LXXVIII. And be it further enacted, That in case the said Company, at any Special Meeting to be called as in the said recited Act is directed, instead of borrowing such further or additional Sums, as by the said recited and this Act authorized, in manner in the said recited and this Act directed, or continuing the same on Interest, shall think it advisable to raise such further or additional Sums or any Part thereof by way of Augmentation of their Capital Stock, or shall deem it expedient to borrow or continue at Interest only a Part of the said further or additional Sums upon the Securities aforesaid, and to raise the Remainder thereof, or Part of the Remainder thereof, by way of Augmentation of their Capital Stock, or to convert the Whole

Whole or any Part of the Sum so borrowed into Capital Stock of the said Company, then and in either of the said Cases it shall be lawful for the said Company, by such Ways and Means and upon such Terms as at such Meeting shall be thought expedient, to augment the Capital Stock of the said Company provided and authorized to be raised by the said recited Act by any further Sum of Money, so as the same, together with any Sum of Money that may be borrowed and continuing at Interest in manner aforesaid, shall not exceed the further and additional Sum of Four hundred and sixty thousand Pounds by the said recited and this Act authorized to be raised as aforesaid; and all such further and additional Capital Stock, not exceeding such further or additional Sum as aforesaid, as shall be so raised, shall be considered as Part of the general Capital Stock of the said Company, and be under and subject to the same Provisions, Regulations, Directions, and Management in all respects, and to all Intents and Purposes, as if the same had been Part of the original Capital Stock of the said Company, except as to the Times of making Calls for the said additional Capital Stock, and the Amount of such Calls, which Times and the Amount of such Calls respectively shall from Time to Time be appointed by the said Company: Provided always, that all the Regulations, Provisions, and Authorities contained in the said recited Act in relation to the Calls for the Capital Stock of the said Company by the said recited Act authorized to be raised, and to the Recovery thereof or of any Arrears thereof, and to the Forfeiture of any Sum advanced by reason of any Neglect or Refusal to comply with such Calls, shall be applicable to the Calls for the said further and additional Sum hereby authorized to be raised or subscribed as aforessid, or such Part thereof as shall be required to be raised by way of additional Capital Stock as aforesaid, and to the Refusal or Neglect to comply with such last-mentioned Calls.

Securities not to be assigned, except by an Instrument in Writing duly stamped.

LXXIX. Provided always, and be it further enacted, That no Mortgage or other Security made or issued or to be made or issued by the said Company under the Authority of this Act shall be assigned or transferred, except by Deed or Instrument in Writing duly stamped according to the Laws in force, in which Deed or Instrument the Consideration for the Assignment or Transfer shall be truly specified and set forth.

Rates to be paid to the Company for Wharfage.

LXXX. And be it further enacted, That it shall be lawful for the said Company from Time to Time and at all Times hereafter to demand, receive, and recover a reasonable Charge for the loading and unloading or weighing any Articles, Matters, or Things which they may be required to load, unload, or weigh, and also to demand, receive, and recover for the Wharfage or warehousing or the standing Room of all Articles, Matters, and Things loaded, landed, or placed in or upon any of the Wharfs, Landing Places, Stations, or Warehouses of the said Company, the Rates, Tolls, or Duties following; (that is to say,)

For every Ton of Coals, Culm, Lime, Limestone, and other Minerals, Timber, Stone, Clay, Brick, Tiles, Slates, Goods, Merchandize, or

or other Things which shall be landed, loaded, or placed in or upon the said Wharfs, Landing Places, Stations, or Warehouses, or any of them, and shall continue thereupon or therein for a longer Space of Time than Three Hours and not exceeding Twenty-four Hours, any Sum not exceeding One Penny *per* Ton, and so in proportion for any less Quantity than a Ton; and in case the said last-mentioned Articles or any of them shall be left and remain in and upon any of the Wharfs, Landing Places, Stations, or Warehouses belonging to the said Company over and above or beyond the said Space of Twenty-four Hours, then the Owner or Owners of such Articles shall pay to the said Company the further Sum of Three-pence *per* Ton for the Wharfage or standing Room, and One Shilling *per* Ton for the warehousing thereof for the next or succeeding Week, and the like Sum of One Shilling respectively *per* Ton for every further or subsequent Week such Article shall remain upon or in the said Wharfs, Landing Places, Stations, or Warehouses after the Expiration of the said first-mentioned Week, and so after that Proportion for any greater or less Period than a Week; and it shall be lawful for the said Company to ask, demand, receive, and take, for the Use of any Cranes erected or made in pursuance of or under the Authority of this Act, before the same shall be used, such Sum or Sums of Money as the said Company may from Time to Time order or direct, not exceeding for any Weight to be raised at one single Lift of the Crane being less than Two Tons the Sum of Sixpence *per* Ton, for any Weight to be raised at one single Lift of Two Tons and less than Three Tons the Sum of One Shilling *per* Ton, for any Weight to be raised at one single Lift of Three Tons and less than Four Tons the Sum of One Shilling and Sixpence *per* Ton, and so progressively advancing Sixpence *per* Ton on each additional Weight of One Ton to be raised at one single Lift of the Crane, and so in proportion.

Penalty on Owners of Goods not removing after Notice.

LXXXI. Provided always, and be it further enacted, That if the Owner or Owners of any Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters or Things shall permit the same to remain in or upon the Wharfs or Warehouses belonging to the said Company beyond the Space of Fourteen Days, and shall neglect or refuse to remove the same and every Part thereof after Twenty-four Hours Notice to do so, such Owner or Owners shall forfeit and pay to the said Company for each and every Day any such Chattels, Goods, Commodities, Wares, Merchandize, Articles, Matters, or Things shall be permitted to remain after the Expiration of such Notice any Sum not exceeding Two Shillings and Sixpence *per* Ton.

Penalty for not keeping Accounts, and permitting Inspection thereof, as directed in recited Act.

LXXXII. And whereas by the said recited Act it was enacted, that in all Cases in which the said Company should carry for their own Profit any Passengers, Cattle, or other Animals, Goods, Wares, or Merchandizes, Articles, Matters, and Things, a separate Account should be duly kept showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals,

Goods, Wares, Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and that the said Company should also keep a separate Account of the Amount of the Rates or Tolls which should from Time to Time be received by the said Company for the Use of the said Railway in respect of any Passengers, Cattle, and other Animals, Goods, Wares, and Merchandize, Articles, Matters, and Things, carried by any other Party or Parties; and that the Overseers of the Poor of the several Parishes and Townships through which the said Railway should pass should have free Access to and Liberty to inspect the same at any Times during the first Fourteen Days in the Months of *February* and *August* in each Year: And whereas it is expedient by means of a sufficient Penalty to insure the keeping and Inspection of such Accounts; be it further enacted, That if the said Company shall neglect or refuse to keep such Account or to permit such Inspection as aforesaid they shall forfeit and pay for every such Neglect or Refusal the Sum of Three hundred Pounds, and the further Sum of Fifty Pounds for every Day during which such Neglect or Refusal may continue.

Punishment of Persons in the Service of the Company for Drunkenness.

LXXXIII. And whereas it is expedient, for the further Security of Property and the better Conduct of the Business of the said Railway after the same or any Part thereof shall be completed, that Punishment beyond that which is now by Law provided should be inflicted upon any Person in the Service of the said *London* and *Southampton* Railway Company who may be found in a State of Drunkenness on any Part of the said Railway, or in any of the Stations, Warehouses, or other Works connected therewith; be it therefore enacted, That if any Person in the Service for the Time being of the said Company shall be found on any Part of the said Railway, or within any of the Stations, Warehouses, or other Premises connected therewith, to be in a State of Drunkenness, every such Person shall for every such Offence forfeit and pay a Sum not exceeding Forty Shillings nor less than Ten Shillings, to be recovered and applied in like Manner as Penalties imposed by the said recited Act are directed to be recovered and applied.

Prohibiting Cattle coming on the Rail way.

LXXXIV. And be it further enacted, That it shall be lawful for the said Company to remove any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, that may be found upon the said Railway or Works or any Part thereof (except Horses or Beasts of Burden, the *bonâ fide* Property of the Owners or Occupiers of the adjoining Lands, actually ridden or driven directly across the said Railway, and except in Cases when Agreements to the contrary shall have been made with the Owners, Lessees, or Occupiers of the adjoining Lands); and the Owner of any such Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, found upon the said Railway, shall forfeit and pay a Sum not exceeding Forty Shillings for every Offence.

Time enlarged for taking Lands.

LXXXV. And be it further enacted, That the Time by the said recited Act limited for the taking or using of Lands for the Purpose of the said Undertaking shall be and is hereby extended and enlarged for the further Term of Two Years, to be computed from the Expiration

The Company empowered to purchase Interests in Lands, the Purchase whereof may have been omitted by Mistake.

Expiration of the Time in the said recited Act mentioned: Provided always, that if at any Time after the said Company shall have entered upon any Lands which shall be permanently required for the Purposes of the said recited and this Act any Person or Corporation shall appear to be entitled to any Estate, Right, or Interest in, to, or affecting such Lands, which Estate, Right, or Interest the said Company shall have failed or omitted duly to purchase, or to pay Satisfaction or Compensation for, by reason of the said Company not having had express Notice of the Existence thereof, or by reason of any other Accident or Mistake, and such Estate, Right, or Interest shall not have been vested in or barred or extinguished for the Benefit of the said Company by virtue of any of the Provisions in the said recited Act and herein-before contained, then, notwithstanding such Estate, Right, or Interest, and whether the last-mentioned Period of Two Years shall then have expired or not, the said Company shall remain in the undisturbed Possession of such Lands for the Purposes of the said recited and this Act; but the said Company shall with all convenient Speed purchase or pay Compensation or Satisfaction for such Estate, Right, or Interest, and the Purchase Money, Compensation, or Satisfaction to be paid for the same shall be agreed on or awarded and paid, and such Estate, Right, or Interest shall be vested in or barred or extinguished for the Benefit of the said Company, in like Manner as, according to the Provisions in the said recited Act and herein-before contained, the same respectively would have been agreed on or awarded, and paid and vested, barred or extinguished, in case the said Company had purchased or paid Compensation or Satisfaction for such Estate, Right, or Interest before their Entry upon such Lands, or as near thereto as Circumstances will admit.

Time enlarged for completing the Railway.

LXXXVI. And be it further enacted, That the Time by the said recited Act allowed for the completing of the said Railway shall be and is hereby extended and enlarged for the further Term of Three Years, to be computed from the Expiration of the Time in the said Act mentioned.

Expences of the Act how to be defrayed.

LXXXVII. And be it further enacted, That all the Costs, Charges, and Expences of obtaining and passing this Act, and of making the Surveys, Plans, and Estimates, and all other Costs, Charges, and Expences in any way incident thereto, shall be paid and defrayed by the said Company out of the Money already raised or received, or out of the first Money to be raised by virtue of the said recited or this Act, in preference to any other Payment whatever.

Public Act.

LXXXVIII. And be it further enacted, That this Act shall be deemed and taken to be a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The SCHEDULE referred to by the foregoing Act.

Numbers on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
		COUNTY OF SURREY.		
		Parish of Battersea.		
1	John Sanders - -	Charles Francis	James Purdy -	Messuage or Public House called "The Windmill," with the adjoining Tenements, Buildings, Yards, and Gardens.
2	Ditto - -	Ditto -	Daniel Jay -	
		Parish of Esher.		
1	John William Spicer	- - -	Himself - -	Plantation.
		Parish of Weybridge.		
5	Robert Bartrop -	- - -	Himself - -	Plantation.
		Parish of Pirbright.		
3	The Basingstoke Canal Company.	- - -	Themselves -	Garden, &c. to Lock-house.
3 *a*	The Basingstoke Canal Company.	- - -	Themselves -	Basingstoke Canal, Towing Path, and Banks.
		Parish of Ash.		
		Chapelry or Hamlet of Frimley.		
4, 5, 6, 10, 11, 12, 14.	John Richard Birnie	- - -	Himself - -	4, 10, 14, Plantations.
15	The Basingstoke Canal Company.	- - -	Themselves -	Canal, Towing Path, and Banks.
		COUNTY OF SOUTHAMPTON.		
		Parish of Church Oakley.		
5	William Hicks Beach.	- - -	Himself - -	Oakley Park and Plantations.
		Parish of Dean.		
1, 2	William Hicks Beach.	- - -	Himself - -	Oakley Park and Plantations.

Numbers on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
		Parish of Steventon.		
34 *a*	Edward Knight -	- - -	William Francis Digweed.	Shaws or Plantations.
7,8,17, 24, 25, 26.	Ditto - -	- - -	George Allen -	Ditto.
9	Ditto - -	- - -	John Brown -	Garden.
10	Ditto - -	- - -	Robert Russell -	Ditto.
11	Ditto - -	- - -	John Hall -	Ditto.
12	Ditto - -	- - -	John Green -	Ditto.
13, 14	Ditto - -	- - -	James Hunt -	Gardens.
15	Ditto - -	- - -	John Brown and Robert Russell.	Cottages, Sheds, Yards, and Gardens.
16	William Francis Digweed.	- - -	James Hunt and John Green.	Ditto.
19	Eliza Church -	- - -	Herself - -	Cottage, Shed, Yard, and Garden.
		Parish of Ashe.		
1, 16	William Portall -	- - -	Himself - -	1, Ashe Wood; 16, Southby Wood.
5 *a*	Edward Knight -	- - -	William Francis Digweed.	Shaws or Plantations.
10	John Trueman Villebois.	- - -	Himself - -	Lichfield Coppice.
11	Ditto - -	- - -	Richard Bew and Daniel Appleford.	Cottages, Sheds, Yards, and Gardens.
12	Ditto - -	- - -	John Mitchell and William Prior.	Ditto.
		Parish of Overton.—Tithing of Quidhampton.		
4	John Trueman Villebois.	- - -	Himself - -	Cobley Wood.
		Tithing of Southington.		
5	John Portall -	- - -	Himself - -	Cobley Wood.
		Parish of Laverstock.		
1	William Portall -	- - -	Himself - -	Coppice.
		Parish of Micheldever.—Tithing of Northbrook.		
11, 12	Sir Thomas Baring	Thomas Dowding.	Thomas Dowding	Warren Farm, Buildings, Homestead, Paddocks, Yards, Gardens, Orchards, &c.

Numbers on Plan.	Owners or reputed Owners.	Lessees or reputed Lessees.	Occupiers.	Description of Property.
3,4,16	Sir Thomas Baring	- - -	Himself - -	Shaws or Plantations.
13	Ditto - -	Ditto -	John Inger, George Squatch.	Cottages and Gardens.
	Parish of Week.			
14	The Guardians of the United Parishes of the Winchester Union.	- - -	Themselves -	Land attached to the Workhouse.
	Parish of Compton.			
4 *a*	The Trustees of the Poor of Compton.	- - -	Themselves -	Compton Poorhouse, Premises, Yards, and Gardens.

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