CHAPTER xxxi.

An Act to confer further powers on the London, Brighton, and South Coast Railway Company. [23d May 1879.] A.D. 1879.

WHEREAS it is expedient that the London, Brighton, and South Coast Railway Company (who are herein-after called "the Company") should be enabled to execute the works herein-after described, and to acquire the additional lands herein-after also described:

And whereas under the London, Brighton, and South Coast and Tunbridge Wells and Eastbourne Railway Companies Act, 1876, herein-after called the Tunbridge Wells Act, 1876, the period limited for the completion of the railway therein firstly described will expire on the 27th day of June 1879, and the period limited for the completion of so much of the railways authorised by the Tunbridge Wells and Eastbourne Railways Act, 1873, as is not required to be abandoned by the Tunbridge Wells Act, 1876, will expire on the 1st day of August 1879; and it is expedient that the Company should have further time for completing the same railway and portion of railway, and that the Company should be enabled to abandon the railway secondly described in the Tunbridge Wells Act, 1876, (section 7,) and also so much of the Railway No. 2 described in the London, Brighton, and South Coast Railway (Croydon, Oxted, and East Grinstead Railways) Act, 1878, (herein-after called "the Act of 1878,") as will be rendered unnecessary by the Lingfield Deviation Railway by this Act authorised:

39 & 40 Vict. c. lv.

36 & 37 Vict. c. ccxxvi.

41 & 42 Vict. c. lxxii.

And whereas it is expedient that the agreement made between the Company and the London and South-western Railway Company (in this Act called the "South-western Company"), a copy of which is set forth in the Schedule to this Act, should be confirmed as in this Act provided:

And whereas it is also expedient, and both Companies are desirous, that the agreement dated the 12th day of January 1870, and

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made between the Company and the South-eastern Railway Company, which agreement is confirmed by the London, Brighton, and South Coast Railway Act, 1870, should be continued for a further period:

33 & 34 Vict. c. cliv.

And whereas the South-eastern Railway Company have delivered to the Company, pursuant to section 18 of the Act of 1878, a request in writing to become joint owners of the railways 1 and 1*a* by that Act authorised, and have been admitted to joint ownership thereof accordingly, subject to the conditions expressed in that section and in the other provisions of the said Act, and the Company and the South-eastern Railway Company are desirous, and it is expedient, that the condition contained in the fifth paragraph of the said section 18 should be modified:

37 & 38 Vict. c. liv.

And whereas by the London, Brighton, and South Coast Railway Act, 1874, (section 15,) provision was made for consolidating the preference stocks forming part of the capital of the Company into a smaller number of stocks or into a single stock, and a scheme for consolidation was accordingly prepared, and in pursuance of the said scheme the guaranteed stocks of the Company have been consolidated, but the said scheme with respect to the preference stocks of the Company has been only partially carried into effect, and it is expedient that the said provisions of the Act of 1874 should be revived and extended:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act, and the lands required or which may be taken for the purposes thereof, and plans of the lands which the Company are by this Act empowered to acquire and appropriate, and a book of reference to such plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the said lands, have been deposited with the respective clerks of the peace for the counties of Surrey, Sussex, and Southampton, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference respectively:

And whereas the objects of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:

Short title.

1. This Act may be cited as the London, Brighton, and South Coast Railway (Various Powers) Act, 1879.

Incorporation of general Acts.

2. The following Acts and parts of Acts are, except where the same are expressly varied by or are inconsistent with this Act, incorporated with and form part of this Act; namely,

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.

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

The Railways Clauses Consolidation Act, 1845, and Part I. (construction of a railway) and Part II. (extension of time) of the Railways Clauses Act, 1863;

And subject to the provisions of this Act, all the provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (that is to say,)

Extending to this Act certain provisions of 8 & 9 Vict. c. 16.

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

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

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of borrowed money into capital;

The consolidation of shares into stock;

The giving of notices;

The general meetings of the Company, and the exercise of the right of voting by the shareholders;

The making of dividends;

The provisions to be made for affording access to the special Act by all parties interested; and

Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863,

26 & 27 Vict. c. 118.

shall be applicable to the Company, and to the capital and moneys which they are by this Act authorised to raise by shares or stock, or borrowing, and to the proprietors thereof.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction. The expressions "parish clerks" and "clerks of the several parishes" in sections 7, 8, and 9 of the Railways Clauses Consolidation Act, 1845, shall, with reference to the Company and as regards those parishes in which by the standing orders of either House of Parliament plans, sections, and other documents are

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required to be deposited with the clerk of the district board for the district in which the parish is included, mean the clerks of those district boards respectively; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partly incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Power to make railways, &c.

4. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways and other works hereinafter described, with all proper stations, approaches, works, and conveniences connected with such railways, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for those purposes; (that is to say,)

1. Keymer up Junction.—A railway 5 furlongs 8·30 chains or thereabouts in length, in the parish of Keymer, in the county of Sussex, commencing by a junction with the London and Hastings line of the Company, and terminating by a junction with the main line of the Company near the south side of the archway by which Lye Lane passes under the same railway.
2. Keymer down Junction.—A railway 5 furlongs 2·40 chains or thereabouts in length, wholly in the parish of Keymer, commencing by a junction with the said main line near the south side of the said archway, and terminating by a junction with the London and Hastings Railway.
3. Polegate Junction, No. 1.—A railway 4 furlongs and 6 chains or thereabouts in length, wholly in the parish of Hailsham in Sussex, commencing by a junction with the Company's Hailsham Branch Railway, and terminating by a junction with the Company's Brighton and Hastings Railway.
4. Polegate Junction, No. 2.—A railway 3 furlongs and 2·45 chains or thereabouts in length, commencing in the parish of Hailsham by a junction with the Brighton and Hastings Railway, and terminating in the parish of Willingdon by a junction with the Company's Eastbourne Branch Railway.
5. Lingfield Deviation.—A railway 6 furlongs and 7·20 chains or thereabouts in length (being a deviation of railway No. 2

authorised by the Act of 1878), wholly in the parish of Lingfield in Surrey, commencing in the field numbered 12 on the plans deposited with the clerk of the peace for the said county with relation to the said Act, and terminating by a junction with the said railway No. 2 in a field numbered 43 on the said deposited plans.

6. East Grinstead Junction.—A railway 5 furlongs and 2·50 chains or thereabouts in length, wholly in the parish of East Grinstead in Sussex, commencing by a junction with the last-mentioned railway No. 2, and terminating by a junction with the railway next herein-after described.

7. East Grinstead Loop Line.—A railway 3 furlongs and ·90 chains or thereabouts in length, wholly in the parish of East Grinstead, commencing by a junction with the East Grinstead Branch Railway of the Company at about 260 yards westward of the East Grinstead Station, and terminating by a junction with the said branch railway at about 920 yards westward of the said station.

Period for completion of railways.

5. If the Lingfield deviation is not completed within three years, and if the other railways authorised by this Act are not completed within five years from the passing of this Act, then on the expiration of those respective periods the powers by this Act granted to the Company for making and completing the said railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Extension of time for construction of certain railways.

6. The periods respectively limited by the Tunbridge Wells Act, 1876, for the construction and completion of the railway firstly described in the 7th section of that Act, and for the completion of so much of the railways authorised by the Tunbridge Wells and Eastbourne Railways Act, 1873, as is not required to be abandoned by the said Act of 1876, are hereby extended until the twenty-seventh day of June one thousand eight hundred and eighty-two.

Penalty unless railways are opened within the time limited.

7. If the Company fail within the periods limited by this Act to complete the railways which they are herein-before authorised to construct or complete, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which such default has been made is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of such railway, and the said penalty may be applied for by any landowner or other person claiming to be com-

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pensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act, 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict. c. 31.

Application of penalty.

8. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and, after due notice in the "London Gazette," shall be applied towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway in respect of which default has been made, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company with reference to such railway by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or, in the discretion of the said Division, if the Company is insolvent

and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof.

Power to widen and improve portions of railways, &c.

9. Subject to the provisions of this Act, the Company may, in the lines, according to the levels, and in the manner shown on the deposited plans and sections, alter, widen, improve, and lay down additional lines of rail upon the portions of their undertaking in the county of Surrey herein-after mentioned, and may enter upon, take, and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for the purposes aforesaid, and the said widenings, additional rails, and improvements shall, for the purposes of toll and in all other respects, be deemed part of the London, Brighton, and South Coast Railway.

The following are the portions of the undertaking referred to in this section:

1. The bridge carrying the Company's main line of railway over the Surrey Canal near New Cross in the parish of Saint Paul, Deptford.
2. So much of their West End and Crystal Palace Railway as passes under the public footpath in the parish of Saint Mary, Battersea, in Surrey, adjoining the Freemasons' School for Girls.
3. So much of their said railway as passes under the public road adjoining the New Wandsworth Station in the same parish.
4. So much of their said railway as passes under the footpath in the same parish at or near the mile post denoting three miles from London.
5. So much of their railway as passes under the public road in the same parish in continuation of Nightingale Lane towards Saint James' Road.
6. A portion of their said railway where the same crosses over the road in the same parish leading from Chesnut Grove to Balham Park Road.
7. And also where the same crosses Balham Road adjoining Balham Station, in the parish of Streatham.

And the Company may make such additional arches or other works over or under the said roads and footpaths as shall be necessary for such widenings respectively.

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8. So much of the Company's main line of railway as extends from the South Croydon Station, in the parish of Croydon, to the point on their main line, in the parish of Coulsdon, known as the Caterham Junction.

Provided always, that the exercise by the Company of the powers by this section authorised, with reference to that portion of their undertaking above designated by the Number 1, shall not in any way prejudicially affect any right to which the South-eastern Railway Company are now entitled to run over and use with their engines and carriages any of the lines of rail of the Company; provided also, that in executing the works by this section authorised, with reference to that portion of their undertaking above designated by the Number 2, the Company shall interfere as little as may be with the land numbered 3 on the deposited plans, and shall so complete the works that the space or strip of land lying between their railway and the plantation on Wandsworth Common, also shown on the said plans, opposite to the Freemasons' School for Girls, shall not be diminished, and so that the public may have a free passage along and over the said space or strip of land as heretofore; and the Company shall after the completion of the works pay to the Wandsworth Common Conservators the sum of ten pounds by way of compensation for the use of the said land numbered 3, and for all damage and injury thereto or to Wandsworth Common from or by reason of the execution of the said works.

Protecting Wandsworth District Board of Works.

10. For the protection of the Wandsworth District Board of Works (herein-after referred to as "the Board") the following stipulations and provisions shall apply to the alteration, widening, and improvement of and the laying down additional lines of rails upon the Company's West End and Crystal Palace Railway in the parishes of Battersea and Streatham respectively authorised by the last preceding section (which are herein-after referred to as "the works"), unless otherwise agreed between the Board and the Company:

As to the works in the parish of Battersea—

(1.) The Company shall make the bridge carrying the public footpath adjoining the Freemasons' School for Girls over their said railway and over the intended widening of that railway (the work secondly described in the last preceding section) of a width of not less than twelve feet.

(2.) The Company shall not (except for the purpose of constructing the work thirdly described in the last preceding section) interfere with the bridge carrying the public road

adjoining the new Wandsworth Station over the said railway, and if they interfere with the said bridge they shall restore the same and the said public road to as good a condition and with the same levels as existed before such interference.

(3.) The Company shall reconstruct the existing bridge carrying the footpath over their railway at or near the mile post denoting three miles from London, and shall make that bridge and the bridge for carrying that footpath over the work fourthly described in the last preceding section of a width of not less than eight feet, and with as favourable gradients as may be consistent with the Company's powers.

(4.) The Company shall not (except for the purpose of constructing the work fifthly described in the last preceding section) interfere with the bridge carrying the public road in continuation of Nightingale Lane towards Saint James' Road over the said railway, and if they interfere with the said bridge they shall restore the same and the said public road to as good a condition and with the same levels as existed before such interference.

As to works in the parish of Streatham—

(5.) The Company shall construct the bridge for carrying the work sixthly described in the last preceding section over the Boundaries Road leading from Chestnut Grove to Balham Park Road with girders so that there shall be a clear span of not less than forty feet throughout measured on the square, and a clear headway of not less than fourteen feet throughout under that bridge; and the works shall be so constructed as not to interfere with the lowering by the Board of the road to the extent of one foot under the bridge.

(6.) The Company shall construct the bridge for carrying the work seventhly described in the last preceding section over the Balham Road adjoining the Balham Station with girders so that there shall be a clear span of not less than fifty feet over the roadway and footpaths of that road measured on the square, and with a clear headway over the said roadway and footpaths of not less than sixteen feet throughout under that bridge.

(7.) The said two last-mentioned bridges (5 and 6) shall, so far as practicable, be watertight, and be so constructed as to

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deaden, so far as is practicable, the sound of engines, carriages, and traffic passing over them.

(8.) The Company shall not commence the erection of any of the before-mentioned bridges or works until they shall have given to the Board twenty-one days notice in writing of their intention to commence the same, by leaving such notice at the office of the said Board, with plans, elevations, sections, and other necessary particulars of the construction of the said bridges and works, nor until the said Board shall have signified their approval of the same, unless the said Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid, in which event the Company may proceed forthwith with the works according to the said plans, elevations, and sections; and in case such plans, elevations, and sections are not agreed upon, the differences shall be settled by an arbitrator to be appointed at the request of either party by the President for the time being of the Institute of Civil Engineers.

(9.) The Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of the said bridges and works connected therewith, and the Company shall save harmless the Board against all and every expense to be occasioned thereby; and all such bridges and works shall, subject to the provisions of this Act, be done to the reasonable satisfaction of the surveyor or other officers of the said Board at the costs, charges, and expenses in all respects of the Company.

Protecting the Surrey Canal.

11. The following provisions shall be in force for the protection of the Surrey Canal and works connected therewith in respect to the widening of the bridge over that canal by this Act authorised:

(1.) Nothing in this Act contained shall authorise or empower the Company to alter the line, level, or depth of the said canal, or the line or level of the towing paths thereto, or any part thereof respectively, or to obstruct the navigation of the said canal or any part thereof, or to injure any of the works of the Surrey Commercial Dock Company (herein-after referred to as the dock company), and in

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crossing the said canal, or towing paths, banks, and other works belonging thereto, the Company shall not, without the consent of the dock company in writing under their common seal for that purpose first had and obtained, take or use more of the land or ground forming the said towing paths, banks, and other works belonging to that company than shall be absolutely necessary for the purpose of making and erecting the additional abutments and piers required for widening the said existing bridge and arches.

(2.) The widening of the said bridge shall be so executed that the existing three openings shall be maintained, and the extension of such openings for the purpose of such widening shall be by means of a substantial beam or flat bridge of a not less span than that of the existing openings, and of not less height than ten feet six inches from the level of the top water of the canal to the under side of the bridge.

(3.) The dock company and all persons authorised by them from time to time shall have and for ever enjoy a similar exclusive right of way along the banks of the said canal under the two side openings so to be widened as aforesaid, with or without horses, cattle, waggons, carts, or carriages, as is now vested in the dock company with respect to the banks under the existing bridge.

(4.) The Company shall, before the completion of the widening of the said bridge as authorised by this Act, to the satisfaction of the engineer for the time being of the dock company, erect and build good and substantial brick retaining walls, of the same character and height as those of the existing retaining walls, at and along the entire watersides of the bank or towing-path on each side of the said canal to the extent of the proposed widening of the said bridge, and to such a length eastward as may be reasonably required by the engineer of the dock company, and leave the bottom of the said canal between the said retaining walls of not less depth than it is at present, and shall for ever thereafter maintain and keep in good repair and condition the said respective retaining walls so to be erected and built as aforesaid, to the reasonable satisfaction of the engineer of the dock company.

(5.) Notwithstanding anything in this Act contained, the site of the said canal, towing path, bankside drains, and land

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of the dock company under and adjoining the said bridge so to be widened as aforesaid shall, except the dock company otherwise consent in writing, continue vested in the dock company, but subject and without prejudice to the exercise by the Company of all such rights and powers as are necessary for enabling the Company to widen the said bridge and to maintain it when so widened.

(6.) During the execution of the works necessary for the aforesaid widening of the said bridge and the necessary repairs and renewals thereof, the Company shall at all times leave an open and uninterrupted navigable waterway in the said canal of not less than twenty feet in width, and an open and uninterrupted passage of not less than ten feet in height from the top-water level of the said canal, and an open and uninterrupted passage of not less than five feet in width for the towing path of the said canal; and wherever in widening the said main line of the said railway the widened portion thereof shall cross or be carried over or along or otherwise interfere with the existing culverts carrying the side drains of the said canal, the Company shall forthwith make good with brickwork or cast-iron cylinders any damage caused to such culverts by reason of any such interference, and shall for ever thereafter maintain such culverts where they shall be interfered with by the works of the Company on a proper level and in a proper direction, and in good, proper, and substantial repair, so as to admit of the free course of the water through the same respectively.

(7.) The Company shall not only for ever hereafter maintain and keep in good repair the said existing bridge carrying the said main line of railway over the said canal, towing-paths, banks, and other works of the dock company, but also the widened bridge as authorised by this Act when such widening shall have been effected.

(8.) The Company shall make good all damage that may be occasioned to the works or property of the dock company by the widening of the said bridge, and also by the renewals or repairs or want of renewals or repairs of such bridge when widened; and if for seven days after notice in writing given to the Company by the dock company the Company neglect to proceed with due diligence to make good such damage, that Company may, if they think fit,

make good the same, and the reasonable amount expended by them in so doing shall on demand be paid to them by the Company: Provided always, that in any case of pressing necessity the dock company may proceed to make good such damage without giving such notice as aforesaid, without prejudice nevertheless to their right to claim and recover repayment from the Company on demand of the amount so expended by them.

(9.) If by reason of the execution by the Company of any of the works by this Act authorised or directed, or by reason of the want of repair of any such works, it shall happen that the said canal, towing paths, or banks shall be so obstructed that vessels, boats, or barges, or the horses drawing the same, shall not be able freely to pass along the said canal or towing paths as heretofore, the Company shall pay to the dock company as liquidated damages fifty pounds for every day during which such hindrance or obstruction shall occur or continue, together with the full costs of action.

(10.) Working drawings, showing the manner in which the Company may propose to widen the said bridge, shall before the commencement of the works be deposited at the office of the dock company, and the said works shall not be commenced until the said plans shall have been approved of by the engineer for the time being of that Company, unless such engineer fails to signify his approval, disapproval, or other directions within fourteen days after the deposit with him of such plans; and generally all works authorised or directed by this Act to be made in or through the lands of the dock company shall, so far as they affect such lands or the rights or interests of the dock company, be made, constructed, and completed to the reasonable satisfaction of the engineer of the dock company.

(11.) If any difference or dispute shall arise between the engineer of the Company and the engineer of the dock company as to the execution of the works to be done by the Company under the powers of this Act, the same shall be from time to time referred to and settled by an engineer to be agreed upon between the companies, or, in case of difference, to be appointed on the application of either company by the President for the time being of the Institute of

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Civil Engineers, and the costs of such arbitration shall be in the discretion of the arbitrator.

(12.) Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the rights, privileges, property, powers, or authorities of the dock company, or of any of their officers or servants.

(13.) Notwithstanding anything in this Act contained, the Company shall not (without the consent in writing of the dock company) enter upon or take for the purposes of their undertaking any of the lands belonging to the dock company situate in the parish of St. Paul, Deptford, and shown on the deposited plans and thereon numbered 38, except in so far as any portion of such lands may be required for the widening of the said bridge as authorised by this Act.

Limits of deviation.

12. The Company in executing the works herein-before described may deviate from the centre lines of the works shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively.

Power to purchase additional lands.

13. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may enter upon and take for the purposes of their undertaking the lands herein-after described, which are delineated upon the deposited plans and described in the deposited books of reference; (that is to say,)

Certain lands in the parish of Lancing, in the same county, situate on the south side of and adjoining the Company's railway, and on the eastern side of the highway leading from South Lancing to Sompling:

Certain lands (near New Cross) in the parish of Saint Paul, Deptford, Surrey, and situate on the eastern side of the main line of the Company's railway, and between it and the East London Railway; other lands in the same parish, between the eastern side of the East London Railway and Trundley's Lane and Woodpecker Lane; and other lands also in the same parish, adjoining and on the east side of the New Cross Station: Provided that if the Company purchase any lands abutting on Clifton Road and Woodpecker Lane, or either of them, opposite Edward Street West, and within one hundred and ten feet on either side of a point opposite the centre of that street, they shall set back the boundary of any such lands to

a distance of twenty feet from the centre line of Clifton Road or Woodpecker Lane, as the case may be, for the purpose of widening the same where the same shall be of less width than forty feet:

Certain lands in the parish of Keymer, situate on the west side of the Company's Burgess Hill Station, together with certain sidings now existing on a portion of the said lands:

Certain lands in the parish of Saint Mary, Battersea, in Surrey, situate on the eastern side of the West End and Crystal Palace Railway of the Company, and adjoining the schools of the Royal Masonic Institution for Girls:

Certain lands in the parish of Havant, in the county of Southampton, situate on the southern side of the Brighton and Portsmouth line of the Company, and near the Havant Station.

Notice to be given of taking houses of labouring classes.

14. The Company shall, eight weeks at least before they take in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, hand-bills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Company to procure accommodation for persons of the labouring class to be displaced.

15. Before taking in any parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers, who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) procure sufficient accommodation elsewhere for such person or persons; provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice; and the Company may for the purpose of procuring such accommodation appropriate any lands for the time being belonging to them or which they have power to acquire, and may purchase by agreement such further lands as may be necessary for such purpose, and may on such lands erect labouring-class dwellings, and may let or otherwise dispose of such lands and dwellings, and may apply for the purposes of this section, or any of them, any moneys they may have already raised or are authorised to raise.

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Land for extraordinary purposes.

16. The quantity of land to be taken by the Company under the powers of this Act by agreement in connexion with their undertaking for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed one acre.

Extending to this Act section 16 of 39 & 40 Vict. c. cxliv.

17. Section 16 of the London, Brighton, and South Coast Railway (Various Powers) Act, 1876, (for protection of sewers of Metropolitan Board of Works, vestries, and district boards,) shall, so far as the same is or may become applicable, extend and apply in as full and complete a manner as if that section were re-enacted in this Act to any work which the Company are by this Act authorised to execute within the metropolis.

Period for compulsory purchase of lands.

18. The powers of the Company for the compulsory purchase of lands for the purposes of the Lingfield deviation shall not be exercised after the expiration of two years from the passing of this Act, and for the other purposes of this Act not after the expiration of three years from the passing of this Act.

Power to take easements, &c. by agreement.

19. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands, may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege, required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the last-mentioned Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants, and to such easements, rights, and privileges as aforesaid respectively.

Railways to form part of railways of the Company.

20. The railways and works hereby authorised shall for all purposes (including the levying of tolls, fares, rates, and charges) be deemed to be part of the railways of the Company, and the Company may in respect of the said railways demand and take any tolls, rates, fares, and charges not exceeding those which by the London, Brighton, and South Coast Railway (Mitcham and Tooting Lines, &c.) Act, 1863, and the London, Brighton, and South Coast Railway Act, 1868, they are authorised to demand and take upon or in respect of their railways.

26 & 27 Vict. c. ccxviii. 31 & 32 Vict. c. cxxxiv. s. 26.

Abandonment of certain railways.

21. The Company may and shall abandon the construction of the railway secondly described in and authorised by the 7th section of the London, Brighton, and South Coast and Tunbridge Wells and Eastbourne Railway Companies Act, 1876; they may and shall also abandon the construction of so much of Railway No. 2

described in the 4th section of and authorised by the Act of 1878 as is rendered unnecessary by the deviation thereof authorised by this Act. A.D. 1879.

Compensation for damage to land by entry, &c. for purposes of railway abandoned.

22. The abandonment under the authority of this Act of the said railway and portion of railway shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which has been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act, 1845, the Tunbridge Wells and Eastbourne Railways Act, 1873, the London, Brighton, and South Coast and Tunbridge Wells and Eastbourne Railway Companies Act, 1876, or the London, Brighton, and South Coast Railway (Croydon, Oxted, and East Grinstead Railways) Act, 1878.

Compensation to be made in respect of portions of railways abandoned.

23. Where before the passing of this Act any contract has been entered into or notice given by the Companies for the purchasing of any land for the purposes of or in relation to any of the railways or portion of railway authorised to be abandoned by this Act, the Company shall be released from all liability to purchase or to complete the purchase of any such lands; but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act, 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Confirmation of agreement with South-western Company as to Wimbledon and Croydon Railway.

24. The agreement made between the Company on the one hand and the South-western Company on the other hand, and of which a copy is set forth in the Schedule to this Act, is hereby confirmed and made binding upon the two Companies, and shall be in force and carried into effect accordingly: Provided nevertheless, that neither the said agreement nor the confirmation thereof by this Act authorised shall take away or in any manner abridge any

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right which any person or body corporate had or might but for the confirmation of the said agreement by Parliament have had by virtue of the Railway and Canal Traffic Act, 1854, and the Regulation of Railways Act, 1873.

36 & 37 Vict. c. 73.

Agreement between Company and South-eastern Railway Company continued.

25. The indenture of agreement made the 12th day of January 1870 between the Company of the one part and the South-eastern Railway Company of the other part, set forth in the schedule to the London, Brighton, and South Coast Railway Act, 1870, and confirmed by the 19th section of that Act, shall continue in operation until the first day of February one thousand eight hundred and eighty-nine, and the first article of the said agreement shall be read as though the words twenty years had been inserted therein instead of ten years: Provided nevertheless, that neither the confirmation of the said agreement by the said Act of 1870, nor the extension of the operation thereof by this Act authorised, shall take away or in any manner abridge any right which any person or body corporate might but for the confirmation of the said agreement by Parliament have had by virtue of the Railway and Canal Traffic Act, 1854, and the Regulation of Railways Act, 1873.

Providing for certain payments by South-eastern Company under 41 & 42 Vict. c. lxxii.

26. The fifth paragraph of section 18 of the said Act of 1878 is hereby repealed; and in the stead thereof be it enacted, that the sum agreed upon or awarded as the amount of the expenditure by the Brighton Company mentioned in the fourth paragraph of the said section, and to be placed to the credit of the Brighton Company as therein mentioned, shall be a charge in favour of the Brighton Company on the revenues of the joint lines, to take rank for dividend to that Company as provided by the 25th section of the said Act, and further that the liabilities incurred by the Brighton Company referred to in the said section in relation to the joint lines shall, without any covenant on the part of the South-eastern Company, attach to the joint lines and to the two Companies equally in respect thereof.

Extending powers for consolidation of preference stock.

27. Section 15 of the London, Brighton, and South Coast Railway Act, 1874, shall be read and have effect as though the time for the preparation of any scheme or schemes for consolidation of preference stocks had been the 1st day of August 1881.

Company may apply funds to purposes of Act.

28. The Company may apply to the purposes of this Act any of the moneys which they now have in their hands or which they have power to raise by virtue of the London, Brighton, and South Coast Railway Act, 1868, or any other Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Power to raise additional capital.

29. The Company from time to time may for the purposes of this Act raise, by the creation and issue of shares or stock, such capital as they shall think necessary, not exceeding three hundred thousand pounds, exclusive of the moneys which they are or may be authorised to raise by any other Act or Acts of Parliament, and the Company may create and issue such shares or stock either wholly or partly as ordinary, or wholly or partly as preferential, shares or stock, as they may think fit.

Power to raise capital under any other Act of this session and this Act by new shares or stock of one class.

30. Subject to the provisions of any Act already passed by which the Company are authorised to raise capital by new shares or stock, and to the provisions of this Act and any other Act passed in the present session of Parliament, whether before or after the passing of this Act, by which the Company may be authorised to raise capital by new shares or stock, the Company, if they think fit, may raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Act and this Act respectively authorised to raise by the creation and issue of new shares or stock.

Shares not to issue until one-fifth part paid up.

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

Qualifications of new shares or stock.

32. Except as by or under the powers of this Act otherwise provided, the new shares or stock issued under the powers of this Act shall, in proportion to the aggregate amount thereof from time to time held by the same person at the same time, entitle the respective holders thereof to the same dividends and profits, and confer on them the like qualifications and the like right of voting as the like amount of existing ordinary or preferential (as the case may be) shares or stock of the Company.

Power to borrow on mortgage.

33. The Company may from time to time borrow on mortgage, in respect of the additional capital of three hundred thousand pounds by this Act authorised to be raised, additional sums not exceeding in the whole one hundred thousand pounds, but no part thereof shall be borrowed until shares for so much of the additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half thereof has been paid up, and that

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not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said capital as is to be raised by means of stock is fully paid up, and the said Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, or their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Former mortgages and bonds to have priority.

34. The mortgages and bonds granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act, and subsisting at the time of the passing of this Act, shall, during the continuance of such mortgages and bonds, but subject to the provisions of the Acts under which such mortgages and bonds were respectively granted, have priority over any mortgages granted by virtue of this Act, and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

35. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

36. All moneys raised by the Company under this Act, whether by shares, stock, debenture stock, or borrowing, shall be applied for the purposes of this Act and for the general purposes of the Company.

Receipt clause in case of persons not sui juris.

37. If any money is payable to a holder of shares or stock in the Company being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Interest not to be paid on calls paid up.

38. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as in conformity with the Companies Clauses Consolidation Act, 1845.

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

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

Company not exempt from provisions of present or future general Railway Acts.

40. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now in force, or which may hereafter pass during this or any future session of Parliament, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels.

Expenses of Act.

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

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SCHEDULE referred to in the foregoing Act.

Articles of Agreement made the 28th day of January 1879, between the London and South-western Railway Company (herein-after called "the South-western Company") of the first part, and the London, Brighton, and South Coast Railway Company (herein-after called "the Brighton Company") of the second part.

Whereas in the year 1853 an Act was passed authorising the construction by "The Wimbledon and Croydon Railway Company" of a railway from the South-western Company's railway at Wimbledon to the Croydon and Epsom Railway of the Brighton Company near Croydon; and in the year 1857, in exercise of powers granted by Parliament in 1856, the Wimbledon and Croydon Railway was (26th February 1857) leased by the Wimbledon and Croydon Company to the Brighton Company for a term of 21 years, and at the same date an agreement was entered into between the Wimbledon and Croydon Company and the Brighton Company, whereby the latter Company obtained the right of electing to purchase the Wimbledon and Croydon undertaking on the terms in that agreement specified:

And whereas by the London and South-western Railway Act, 1857, powers were granted for enabling the Brighton Company to make and the South-western Company to accept such an assignment as might be agreed upon between them of all such parts of the Wimbledon and Croydon Railway as from time to time were actually leased by the Wimbledon and Croydon Company to the Brighton Company, and of any agreements from time to time made between the Wimbledon and Croydon Company and the Brighton Company with respect to the lease or to the demised premises; and by the same Act the two first-named Companies (parties hereto) were also authorised to enter, if they should see fit, into divers other arrangements respecting the Wimbledon and Croydon Railway:

And whereas by the London, Brighton, and South Coast Railway Company (Capital) Act, 1858, the Wimbledon and Croydon Company were authorised to sell and transfer their undertaking (notwithstanding the said lease), together with their powers, rights, privileges, and authorities, to the Brighton Company upon such terms and conditions as might be mutually agreed on, and the Brighton Company were thereby authorised to accept and take such transfer, and other provisions were thereby made as to the evidence and effect of such transfer and in reference thereto, and empowering the Companies to enter into contracts for effecting the purposes of the Act:

And whereas by articles of agreement between the two Companies parties hereto, dated the 1st day of January 1862, relating to the Wimbledon and Croydon Railway and the interests of the two Companies with relation thereto,

it was agreed that the Brighton Company should assign to the South-western Company all the interest of the Brighton Company under the recited lease and agreement in and with respect to such parts of the Wimbledon and Croydon Railway and the works and conveniences thereof, and the lands, buildings, and other property of the Wimbledon and Croydon Company as lay westward of the Mitcham Station on the Wimbledon and Croydon Railway, and between that station and the London and South-western Railway, and also in and with respect to one equal undivided half of the said Mitcham Station, and that the Brighton Company should remain entitled solely to their interest under the recited lease and agreement in such parts of the Wimbledon and Croydon Railway and the works and conveniences thereof, and the lands, buildings, and other property of the Wimbledon and Croydon Company as lay eastward of the said Mitcham Station and between that station and the Epsom branch of the Brighton Railway, and also in one equal undivided half of the said Mitcham Station, and that in respect of the portion and share in the premises to which the South-western Company were to be so entitled they should, as from the 1st day of July 1856, bear and pay one equal half part of the rent reserved by the lease and of the interest and other payments made or payable in respect of the Wimbledon and Croydon Railway by the Brighton Company in pursuance of the said lease and agreement respectively, and should also share equally with the Brighton Company in the performance of the covenants of the lease and in their other liabilities under the recited lease and agreement respectively; and that in the event of the Wimbledon and Croydon Railway being purchased by either Company the South-western Company and the Brighton Company respectively should be entitled respectively to the like parts and shares thereof and interests therein, and be subject to the like payments of purchase money, rent, costs, interest, and other liabilities as are therein provided for in respect thereof; and that the Brighton Company thenceforth should hold the lease and agreement and all benefits of and incident thereto and consequent thereon as trustees thereof for themselves and the South-western Company according to the before-mentioned provisions, and should be at liberty to complete the purchase thereof as then contemplated; and that the Brighton Company should at all times have the exclusive right to work the whole of the line of the Wimbledon and Croydon Railway, and to use the stations thereon, at fares and rates to be agreed on between them and the South-western Company, or determined by arbitration, and that the Brighton Company should maintain, repair, manage, work, and use the whole of the Wimbledon and Croydon Railway and the stations thereon, at the joint and equal expense of themselves and of the South-western Company, and that the earnings of the whole railway and premises should be divided between the two Companies in equal shares:

And whereas by the Brighton Company's London, Brighton, and South Coast Railway (Various Powers) Act, 1863, the Brighton Company and the Wimbledon and Croydon Company, and each of them either alone or jointly, and the South-western Company, were authorised from time to time to make and carry into effect agreements and arrangements for the purposes therein mentioned, being such purposes as are in the recited articles of agreement of the 1st of January 1862 expressed, and also for the transfer or sale by the

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Wimbledon and Croydon Company of the Wimbledon and Croydon Railway to the Brighton Company and the South-western Company jointly, or partly to one of them and partly to the other of them in severalty:

And whereas by the London, Brighton, and South Coast Railway (Mitcham and Tooting Lines, &c.) Act, 1863, the Brighton Company were authorised to make two railways, one thereof (herein-after called the "Streatham line") from a then intended new railway of the Brighton Company at Streatham to a junction with the Wimbledon and Croydon Railway, at a point somewhat to the eastward of the said Mitcham Station thereon, and the other thereof (herein-after called "the Sutton line") from another junction with the Wimbledon and Croydon Railway, somewhat to the eastward of the before-mentioned junction, to the Croydon and Epsom Railway of the Brighton Company at Sutton, and those two railways and their respective junctions with the Wimbledon and Croydon Railway, and a station between those junctions (herein-after called "the Mitcham Junction Station"), have been subsequently constructed by and at the sole expense of the Brighton Company; and by the same Act, in addition to the powers and rights which the Brighton Company had over the Wimbledon and Croydon Railway by any other Act and the before-mentioned lease, further powers were conferred on the Brighton Company, after the expiration of the said lease, to run over and use the Wimbledon and Croydon Railway, or any part thereof, for the purposes of through and local traffic of all kinds, subject to such terms and upon payment of such tolls as should be agreed between them and the Wimbledon and Croydon Company, or, failing agreement, should be settled by arbitration, and the Brighton Company were authorised to take such tolls for traffic conveyed by them over the Wimbledon and Croydon Railway as were in the now reciting Act mentioned and referred to:

And whereas by the Tooting, Merton, and Wimbledon Extension Act, 1864, the Tooting, Merton, and Wimbledon Railway Company (herein-after called "the Tooting Company") was authorised to make two railways (herein-after called "the Tooting Railways"), viz., one thereof (No. 1) commencing in Merton by a junction (herein-after called "the Lower Merton Junction") with the Wimbledon and Croydon Railway, and terminating in Streatham by a junction with a railway of the Brighton Company there, and the other thereof (No. 2) commencing in Wimbledon by a junction (which and the point at which it was authorised to be made is herein-after called "the Wimbledon Junction") with the Wimbledon and Croydon Railway there, and terminating in Tooting by a junction there with the said new railway No. 1:

And whereas by agreements dated the 23rd day of May 1864, between the Tooting Company on the one hand and the South-western and the Brighton Companies on the other hand, and also between the two last-mentioned Companies, it was arranged, amongst other things, that the Tooting Railways should be executed at the joint and equal expense of the two last-mentioned Companies, and that the two Companies should have equal rights of working over and using the Tooting Railways, and also equal rights of working over and using, free of toll or other payments for Tooting Railway purposes, the portion of the Wimbledon and Croydon Railway situate between the before-described Lower Merton and Wimbledon Junctions:

And whereas in the year 1865, by the Tooting, Merton, and Wimbledon Extension Railway (South-western and Brighton) Act, 1865, the undertaking, railways, and works of the Tooting Company were vested in the Brighton Company and the South-western Company jointly, and the Tooting Company was dissolved, and the respective Companies were declared to be owners at law (but subject to the joint committee provided for by the Act) of the said Tooting Railways in the specified portions in the said Act mentioned, and it was provided that each of the Companies might run over, work, and use those railways and the part of the Wimbledon and Croydon Railway lying between the said Lower Merton and Wimbledon Junctions, upon the terms and conditions which might thereafter be or which had already been agreed upon between the same Companies, or which, failing agreement, might be settled by arbitration:

And whereas, in exercise of the option and powers conferred on the Brighton Company by the recited agreement of the 26th day of February 1857, and by the said recited Act of 1858, to purchase the Wimbledon and Croydon undertaking, the Brighton Company in the year 1866 elected to purchase the same, and accordingly the Wimbledon and Croydon undertaking, and all the powers, rights, privileges, and authorities of the Wimbledon and Croydon Company, were by deed of conveyance dated the 28th day of January 1867, for the considerations therein mentioned, absolutely conveyed and transferred by the Wimbledon and Croydon Company to the Brighton Company:

And whereas as between the Brighton and South-western Companies the said option was declared and the said transfer was made subject to the rights and interests and obligations of the South-western Company under the recited agreement of the 1st day of January 1862, but no transfer or conveyance has been made by the Brighton Company to the South-western Company of the part share and interest to which the latter Company was entitled of and in the Wimbledon and Croydon Railway under the said agreement, although by the accounts between the two Companies in respect of the Wimbledon and Croydon Railway the South-western Company have been treated as owners of the said part share and interest in that railway, and the South-western Company have in and by the said accounts been debited with their proportion of the purchase and other moneys paid by the Brighton Company for and in respect of the purchase and improvement and the maintaining and working of the said Wimbledon and Croydon Railway (except as regards the enlargement and maintenance of the portion thereof between the before-mentioned two junctions eastward of the Mitcham Station and the erection and maintenance of the said Mitcham Junction Station, and also except interest claimed by the Brighton Company on the cost of the rolling stock of the Brighton Company used in working the said Wimbledon and Croydon Railway); and the South-western Company have in and by the said accounts been credited with their share of the earnings of the said Wimbledon and Croydon Railway, except the earnings thereof claimed by the South-western Company but disputed by the Brighton Company as proper to be included therein in respect of the use by the Brighton Company of that portion of the Wimbledon and Croydon Railway intermediate between the two last-mentioned junctions, for the purposes of the said Mitcham

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Junction Station, and of the traffic on the Streatham and Sutton lines respectively:

And whereas the Tooting Railways were after the passing of the said Act of 1865 executed by the South-western Company and the Brighton Company at their joint and equal expense:

And whereas the Brighton Company have, from the making of the recited agreement of the 1st day of January 1862 to the 31st day of December last, worked and maintained the Wimbledon and Croydon Railway upon the terms of that agreement, but since the completion of the Tooting Railways the portion of the Wimbledon and Croydon Railway lying between the said Wimbledon Junction and the former junction of the Wimbledon and Croydon Railway with the South-western Railway at or near Wimbledon has been abandoned, and the rails theretofore thereon have been removed, and the Brighton Company have with the assent of the South-western Company, for the purposes of the Wimbledon and Croydon Railway traffic, worked over and used that portion of the Tooting Railway which lies between the said Wimbledon Junction and the new Wimbledon Station on the Tooting Railways, free of toll or other payment for the use or towards the maintenance thereof:

And whereas since the completion of the Tooting Railways the South-western Company and the Brighton Company have in conformity with the provisions of the recited agreement of the 23rd day of May 1864, and of the recited Act of 1865, severally worked their trains over and have used and maintained the Tooting Railways, and also the portion of the Wimbledon and Croydon Railway lying between the before-mentioned Wimbledon and Lower Merton Junctions, and as to the last-mentioned portion of railway free of toll or other payment for the use or towards the maintenance thereof:

And whereas the Brighton Company have since the completion of their before-mentioned Streatham and Sutton lines, for the purposes of the traffic carried over those lines, worked over and used and maintained at their sole cost that portion of the Wimbledon and Croydon Railway situate between the junctions therewith of those respective lines and the Mitcham Junction Station thereon:

And whereas no agreement was ever made between the Wimbledon and Croydon Company and the Brighton Company, nor has any agreement been made between the South-western Company and the Brighton Company, as to the user by the Brighton Company of the portion of the Wimbledon and Croydon Railway between the junctions therewith of the Streatham line and of the Sutton line, situate to the eastward and to the westward of the said Mitcham Junction Station thereon:

And whereas the respective Companies have recently discussed all the several matters incidental to the premises and as to the future ownership of the Wimbledon and Croydon Railway, and have examined and considered the facts and circumstances generally, and have arrived at the agreement hereinafter expressed:

Now these presents witness, and it is hereby agreed between and by the South-western Company and the Brighton Company as follows:

Article 1. That in consideration of the sum of 28,000*l.* to be paid by the

Brighton Company to the South-western Company on or before the passing of the Act intended to be applied for to give effect to this agreement, together with interest thereon at the rate of 4 per cent. per annum from the 1st day of January 1879 till payment, the South-western Company will, subject as herein-after mentioned, grant and convey to the Brighton Company all the part, share, estate, and interest of the South-western Company in the Wimbledon and Croydon Railway undertaking, and in the lands held for the purposes thereof, and in the powers relating thereto, and also release and discharge the Brighton Company of and from all the rights and claims of the South-western Company with relation to the said Wimbledon and Croydon Railway and undertaking in all respects whatsoever, save and except that there shall be excepted and reserved and the Brighton Company shall duly convey and assure to the South-western Company in fee simple absolutely freed from all claims by the Brighton Company:

(A) So much of the land heretofore forming part of the Wimbledon and Croydon Railway, and now and for some time past not used or necessary for the purposes thereof, as lies to the northward or westward of the public road called Lower Worple Lane.

The Brighton Company shall also in like manner convey and assure to the South-western Company:

(B) All the part, share, and interest of the Brighton Company in so much of the land heretofore acquired by the Tooting Company for the purposes of the Tooting Railway No. 2, and now and for some time past not used or necessary for the purposes thereof, as lies to the northward or westward of Lower Worple Lane aforesaid, and is bounded on the northward and westward by the before-described land A, and on the southward and eastward by an imaginary line drawn parallel to and at an uniform distance of 40 feet westward from the westernmost or outwardmost rail of the Tooting Railway No. 2 for the whole length of that railway between Lower Worple Lane aforesaid and the land of the South-western Company near their Wimbledon Station.

The intended grant and conveyance to the Brighton Company shall contain a covenant by the South-western Company that on the request in writing of the Brighton Company the South-western Company will at their own expense excavate and remove all such soil now forming part of the land intercepted between the before-mentioned imaginary line and the before-mentioned westernmost and outwardmost rail as shall be necessary for bringing the surface of such intercepted land to the same level as the level on which the rails on the parallel portions of the Tooting Railway No. 2 are laid.

As regards the lands, whether heretofore forming part of the Wimbledon and Croydon Railway or acquired by the Tooting Company for the purposes of the Tooting Railway No. 2, and now and for some time past not used or necessary for the purposes thereof respectively, as lie to the southward or eastward of the said lands A and B and Lower Worple Lane aforesaid, the same shall be apportioned so that there shall remain for the purposes of the Tooting Railway No. 2 and vested in and, so far as necessary, conveyed to the Companies owning

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the same, so much of the said lands as lie to the southward or eastward of a continuation of the before-mentioned imaginary line, drawn in a southward direction parallel to and at the uniform distance of 40 feet westward from the westernmost and outwardmost rail of the Tooting Railway No. 2, until such line strikes into the Wimbledon and Croydon Railway, and so that there shall be conveyed to or vested in the Brighton Company, for the purposes of the Wimbledon and Croydon Railway, the remainder of such lands situate to the northward or westward of such last-mentioned continuation of the said imaginary line.

Article 2. The Brighton Company shall contemporaneously with the execution of the intended grant and conveyance by the South-western Company release and discharge the South-western Company in respect of all claims and demands whatsoever of the Brighton Company upon or against the South-western Company on account of or with reference to the Wimbledon and Croydon Railway and undertaking, and all purchase money, interest, rent, repairs, maintenance, duties, and liabilities whatsoever payable or to be borne or done by the South-western Company in respect thereof, whether under the foresaid agreement of 1st January 1862 or otherwise howsoever.

Article 3. Nothing herein or in any grant, release, or assurance to be executed and given in pursuance hereof shall affect the right of the South-western Company and the Brighton Company respectively to work over and use for the purposes of traffic passing over the Tooting Railways, or any part of them, toll free and without other payment, and in other respects upon the terms and conditions in that behalf provided by the recited agreement of the 23rd day of May 1864 and the recited Act of 1865, that portion of the Wimbledon and Croydon Railway which lies between the foresaid junction of the Tooting Railway therewith at Lower Merton and the foresaid Wimbledon Junction.

Article 4. Nothing herein or in any grant, release, or assurance to be executed and given in pursuance hereof shall affect the right of the Brighton Company to work over and use for the purposes of traffic passing over the Wimbledon and Croydon Railway, or any part thereof, toll free and without other payment, that portion of the Tooting Railways which lies between the foresaid Wimbledon Junction and the said new Wimbledon Station of those railways, including that station.

Article 5. It is the express intention of these articles to recognise the principle of non-competition, notwithstanding the future ownership of the Wimbledon and Croydon Railway by the Brighton Company solely.

Article 6. The South-western Company and the Brighton Company may each respectively claim as against the other of them, and each of them shall grant to the other of them, the right, power, and privilege of through-booking for all descriptions of traffic at through fares and rates to be agreed upon, or, failing agreement, fixed by arbitration, between, on the one hand as regards the South-western Company's bookings, any station on the South-western Company's system, and on the other hand (1) any station on the Wimbledon and Croydon Railway, (2) the Brighton Company's West Croydon Station, and (3) their Crystal Palace Station; and between, on the one hand as regards the Brighton Company's bookings, (1) any station on the Wimbledon and Croydon

Railway, (2) the said West Croydon Station, and (3) the said Crystal Palace Station, and on the other hand any station on the South-western Company's system; all such through fares and rates being apportioned according to a due mileage proportion for the whole distance for which such traffic is conveyed, subject to terminal allowances upon goods, minerals, live stock, and parcels traffic in accordance with the regulations of the Railway Clearing House, unless otherwise agreed; but it is as aforesaid the express intention of these articles to recognise the principle of non-competition, and neither Company shall use the powers conferred by this article in hostility to or competition with the other.

Article 7. Nothing in these presents contained shall, except as herein expressly provided, alter or affect the respective rights of the South-western Company and the Brighton Company with reference to the Tooting Railways, whether arising under any Act of Parliament or deed or agreement whatsoever, nor any claim or demand by either Company on the other arising out of or with reference to the Tooting Railways or the working, use, or maintenance thereof.

Article 8. The recited agreement of the 1st day of January 1862 shall be considered as having ceased from and after the 31st day of December 1878.

Article 9. Application shall be made to Parliament in the session of 1879 for powers enabling the two Companies to carry this agreement into effect.

Given under the common seals of the Companies parties hereto, the day and year first above written.

Seal of the L. & S. W. R. Co.

Seal of the L. B. & S. C. R. Co.

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