CHAP. cxxxi.

An Act to extend the powers of the London, Chatham, and Dover Railway Company; and for other purposes. A.D. 1871.

[13th July 1871.]

WHEREAS by "The London, Chatham, and Dover Railway (New Lines) Act, 1864," (in this Act called "the Act of 1864,") the London, Chatham, and Dover Railway Company (herein-after called "the Company") were authorised to widen and improve a certain street called Green Walk, in the parish of Christchurch in the county of Surrey, from a point at or near its junction with the new street then being constructed by the Metropolitan Board of Works to a point at or near its junction with Holland Street; and by the same Act it was provided that, when and as soon as the widening and improvement of Green Walk as so authorised is completed and opened for public use, the Company may close and stop up John Street in the said parish of Christchurch, and that the site and soil of the said street should thereupon be vested in the Company for their own use and benefit, and all rights of way and other rights in, over, and along the same should be extinguished: 27 & 28 Vict. c. cxcv.

And whereas by "The London, Chatham, and Dover Railway (Various Powers) Act, 1865," (in this Act called "the Act of 1865,") the Company were authorised, subject to the other provisions of that Act (when the widening of Green Walk is completed so as to make the same not less than fifty feet throughout), to stop up Holland Street in the said parish of Christchurch, and it was enacted and declared that when any street, road, square, alley, thoroughfare, or place is stopped up under the authority of that Act the soil and site thereof are by that Act vested in the Company for their own use and benefit, and all rights of way and other rights and easements in and over the same are by the said Act extinguished, and when the soil and site of Holland Street are so vested in the Company the sections numbered respectively seventy-seven, 28 & 29 Vict. c. cclxix.

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25 & 26 Vict. c. cxcii.

32 & 33 Vict. c. cxvi.

seventy-eight, and seventy-nine of "The London, Chatham, and Dover Railway (Additional Powers) Act, 1862," (in this Act called "the Act of 1862,") are repealed:

And whereas by "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," (in this Act called "the Arbitration Act,") the time limited by the Act of 1864 for the completion of the works thereby authorised for the widening and improvement of Green Walk as aforesaid was extended to the fourteenth day of July one thousand eight hundred and seventy-one, and it was enacted and declared that the whole powers consequent upon the widening and improving of Green Walk, granted to the Company by the last-mentioned Act and by the Act of 1865, shall take effect and may be put in force by the Company as if the said fourteenth day of July one thousand eight hundred and seventy-one had been the date limited by the Act of 1864 for the completion of the said works:

And whereas by the Arbitration Act the Marquis of Salisbury and Lord Cairns were appointed arbitrators for the purpose of determining all questions and differences of every description affecting the Company or the members thereof, as well inter se as in their relations to creditors, mortgagees, and all other persons having claims against the Company, or against whom the Company had claims, and of fusing and consolidating, upon such terms and subject to such conditions as the arbitrators should think most equitable and expedient, all or any of the separate undertakings, sections, divisions, and capitals of the Company, with powers to arrange, abate, adjust, and reconstitute and capitalise the Company's borrowed and share capitals, funds, rentcharges, separate stocks, interest, arrears of interest and dividend, deferred dividend warrants, and liabilities of all kinds; and it was by the Arbitration Act enacted that the final award of the arbitrators, and all awards previously made by them, shall from the date thereof respectively be effectual to all intents and purposes, and binding upon all corporations and persons whomsoever without appeal, and shall have the like effect as if the same had been enacted by Parliament:

And whereas the arbitration was forthwith proceeded with, and a first award dated the eighteenth day of August one thousand eight hundred and seventy, and a second and final award dated the twenty-fourth day of February one thousand eight hundred and seventy-one, and which awards are set forth in the first and second schedules to this Act, were made by the arbitrators:

And whereas by their final award the arbitrators, after providing for the reconstitution and future government of the Company, made

provision (among other things) for the raising of additional capital by the Company to such amount as they might think requisite, with such limitation as therein prescribed: And whereas by the same award the arbitrators directed that all additional capital raised thereunder should be applied for (among other purposes) the purposes of such works for the time being authorised by Parliament as such meeting of stockholders as therein mentioned might direct: And whereas at a meeting of the said stockholders held on the third day of April one thousand eight hundred and seventy-one, in accordance with the provisions of the said final award, the Company determined, with the consent of the stockholders by that award prescribed, that additional capital to the extent of five hun-hundred thousand pounds be raised by the issue of debenture stock, to be applied for the purposes (among others) of such works as at the date of the resolution for the raising thereof were or might therein-after be authorised by Parliament, including the widening and improving of Green Walk aforesaid:

And whereas under the powers of the recited Acts of 1864 and 1865 the Company served notices upon the owners, lessees, and occupiers of the lands, houses, and property required for the recited purposes of those Acts of their intention to take the same by compulsion, but during the dependence of the said arbitration it was impossible for the Company to raise the funds necessary for carrying out the works for widening and improving Green Walk in pursuance of the said recited Acts:

And whereas, provision to that effect having now been made as aforesaid, it is expedient that the time for completing the said works should be extended as herein-after provided:

And whereas by "The Crystal Palace and South London Junction Railway Act, 1869," the Crystal Palace and South London Junction Railway Company (in this Act called "the Crystal Palace Railway Company") were authorised to make a short railway in the parish of St. Mary, Lambeth, known as the Loughborough Loop Line, for the purpose of forming a direct continuous communication with the railway of the Company and avoiding a most inconvenient change of carriages at the Company's Brixton station; and it was by the same Act provided that this loop line should when made be worked by the Company as an integral part of their undertaking along with the rest of the Crystal Palace and South London Junction Railway, which has been since its opening and is now worked by the Company:

And whereas the agreement set forth in the third schedule to this Act having been made between the Company and the Crystal

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Palace Railway Company for the working and maintenance of the said loop line, it is expedient that the same should be confirmed:

And whereas by the Arbitration Act it was enacted that the Company should at all times deliver a printed copy of the awards made by the arbitrators to any person applying for the same at the price and under the penalty therein specified, but no provision was made for the admission of such copies as evidence:

And whereas by reason of the said awards appearing as schedules to this Act and being thereby available, and to be admitted as evidence by all courts, judges, justices, and others, it is expedient that the Company should be relieved from the obligation to supply copies thereof as aforesaid:

And whereas the objects aforesaid cannot be attained 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; (that is to say,)

Short title.

1. This Act may be cited for any purpose as "The London, Chatham, and Dover Railway Act, 1871."

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

2. Part II. of "The Railways Clauses Act, 1863," is incorporated with and forms part of this Act.

Extension of time for widening Green Walk.

3. The time limited by the Act of 1864, and by the Arbitration Act for the completion of the works authorised by the Act of 1864, for the widening and improving of Green Walk, in the parish of Christchurch in the borough of Southwark and county of Surrey, is hereby extended to the fourteenth day of July one thousand eight hundred and seventy-two; and the whole powers consequent upon such widening and improvement, granted to the Company by the Act of 1864 and the Act of 1865 respectively, shall take effect and may be put in force by the Company as if the said fourteenth day of July one thousand eight hundred and seventy-two had been the date limited by the Act of 1864 for the completion of the said works.

Confirmation of agreement with the Crystal Palace and South Junction Railway Company.

4. The agreement between the Company and the Crystal Palace and South Junction Railway Company, a copy of which is set forth in the third schedule to this Act, is hereby confirmed and declared binding on both parties thereto: Provided always, that in construing the said agreement the words "gross receipts" in the fourth article thereof shall be read and construed as if the words "net receipts" had been inserted therein in lieu thereof.

Company not to be bound to furnish copies of awards under Arbitration Act.

5. From and after the passing of this Act, so much of the thirty-sixth section of the Arbitration Act as provides that the Company shall at all times keep at their principal office of business, and deliver to any persons applying for the same, at the price and under the penalty in case of failure therein mentioned, a true and complete printed copy of the awards made by the arbitrators under and in pursuance of the Arbitration Act, is hereby repealed.

Directors may provide testimonial or honorarium to arbitrators.

6. Notwithstanding anything in the said awards contained, it shall be lawful for the Company, by resolution at any general meeting specially called for the purpose, to authorise the directors to provide or pay out of the funds of the Company such testimonial or honorarium as such general meeting may see fit to the arbitrators in respect of their personal trouble under and in pursuance of the Arbitration Act.

Saving rights of Sittingbourne and Sheerness Railway Company.

7. Nothing in this Act shall take away, lessen, prejudice, alter, or affect any of the estates, rights, interests, powers, claims, or demands of the Sittingbourne and Sheerness Railway Company, or any of their mortgagees or other creditors or shareholders, or shall be construed to confer any power or authority by means of which the same may be taken away, lessened, prejudiced, altered, or affected, but the same shall continue and be in all respects the same as if this Act were not passed; and nothing in this Act shall be construed to lessen, prejudice, alter, or affect the existing priority or preference of the Sheerness rentcharge four and a half per cent. stock, as established by "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," and otherwise; and no sum shall be set apart and appropriated in pursuance of this Act, and the agreement set out in the third schedule of this Act, out of the gross receipts of the Company from and in respect of traffic of all kinds passing by means of the said loop line over the railways of the Company, other than the loop or any part of those railways, unless and until the interest or dividends on the said Sheerness rentcharge four and a half per cent. stock shall first be paid or provided for.

Saving rights of Messrs. Charles Barry and William Garland.

8. Nothing in this Act contained shall be held or construed to take away, alter, prejudice, or affect any of the estates, rights, powers, or remedies of Charles Barry and William Garland, or either of them, or the executors, administrators, or assigns of either of them, with respect to any moneys claimed to be due to them, or either of them, from the Crystal Palace and South London Junction Railway Company.

Deposits for future Bills not to be

9. The Company shall not, out of any money authorised to be raised by them, pay or deposit any sum of money which, by any

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paid out of Company's capital.

standing order of either House of Parliament, now in force or herein-after to be 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 railway, or to execute any other work or undertaking.

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

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

Expenses of Act.

11. All the costs, charges, and expenses of obtaining and passing this Act, or incident thereto, shall be paid by the Company.

SCHEDULES referred to in foregoing Act. A.D. 1871.

FIRST SCHEDULE.

London, Chatham, and Dover Railway Arbitration.

FIRST AWARD.

To all to whom these Presents shall come: We, Robert Arthur Talbot Marquis of Salisbury and Hugh McCalmont Baron Cairns send greeting:

Whereas on 12 July 1869 an Act of Parliament was passed, with the short title of the London, Chatham, and Dover Railway (Arbitration) Act, 1869 (in this award referred to as the Arbitration Act):

And whereas the Arbitration Act recites (among other things) to the effect following:

That by the London, Chatham, and Dover Railway (Arrangement) Act, 1867, therein-after called the Arrangement Act, 1867, it is recited that questions had arisen as to the mutual rights and liabilties of the several undertakings and sections of the undertaking of the London, Chatham, and Dover Company, and as to the priorities of the several capitals, and as to the validity of certain leases and working agreements, and that numerous proceedings had at the time of the passing of the said Act been taken in the Court of Chancery with reference to the matters in dispute, and that by reason of the complications of interests, and the large number of persons interested, it was expedient that special powers should be conferred upon the said court, and by the thirty-third and thirty-fourth sections of the said Act especial powers were vested in the Court of Chancery for hearing and determining the matters defined in the thirty-third section:

That owing to the multiplicity and to the complicated nature of the claims brought before the court no final order had yet been made, and in the meanwhile the accruing profits of the Company had not been applied to the discharge of interest on mortgages, or to the discharge of the general debts of the Company existing at the time of the passing of the said Act, and such profits had been accumulating and were likely to continue to accumulate for a considerable period, and the claims of mortgagees and others would remain unsatisfied, and grave injury would continue to be inflicted on a multitude of persons unless some more speedy method was established for determining the relative rights of the parties constituting

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the Company, or being mortgagees of the general undertaking of the Company, or of particular sections thereof:

That the present revenues and property of the Company were undoubtedly inadequate to satisfy the legal claims of the mortgagees and of the preference and other shareholders of the Company, or of sections of the Company, even when the relative rights of those parties had been ascertained, and in order to render the revenues of the Company in some degree available to the parties having claims thereon it was indispensable that discretion should be placed in arbitrators specially constituted for the purpose to determine, not only the rights of the several parties aforesaid, but also the most equitable method of re-arranging, modifying, fusing, and reconstituting the capital of the Company, and of providing for the satisfaction of the legal and equitable rights and liens of general creditors, as defined by the third section of the Arrangement Act, 1867, and of the legal and equitable rights and claims of the Company against any person or persons, and for the settlement of all matters and questions relating to the affairs of the Company, as fully and effectually as could be done by Act of Parliament:

That we had consented to become such arbitrators, and to exercise the powers therein-after granted to us, and it was expedient that the said powers should be conferred upon us:

And whereas the Arbitration Act enacts, among other things, to the effect (section three) that in the Arbitration Act—

"The Company" shall mean the London, Chatham, and Dover Railway Company:

"The Kent Coast Company" shall mean the Kent Coast Railway Company:

"The Sevenoaks Company" shall mean the Sevenoaks, Maidstone, and Tunbridge Railway Company:

"The Crystal Palace Company" shall mean the Crystal Palace and South London Junction Railway Company:

The words "mortgage," "mortgagee," "shareholders," and "general creditors" shall have the meanings assigned to them respectively by the Arrangement Act, 1867:

And whereas the Arbitration Act further enacts (among other things) to the effect (section sixteen) that for the purpose of determining the matters by that Act referred to arbitration we should be and were thereby appointed the arbitrators, whose decision in all matters should be final and without appeal:

And whereas the Arbitration Act contains also the following (among other) provisions:

17. The matters by this Act referred to the arbitrators are the following:

(*a.*) The relative rights, liabilities, and interests, as between the several undertakings, sections, and capitals of the Company, and against the Company itself, of the various persons or classes of persons who are or claim to be mortgagees or shareholders of the Company, and the order and priority of the mortgages, shares, or stock respectively, and the nature and particulars of the property, funds, and assets respectively comprised in and subject to the same mortgages:

(*b.*) The distribution and application of any available moneys or stocks now in the hands of the Company, or in the hands of the Court of Chancery, standing either to the credit of the Company or of receivers, or to any other account in any manner affecting the Company or its property, and of the future net revenue of the Company in such manner as to the arbitrators shall seem most equitable:

(*c.*) The legal and equitable rights and interests of the Company, and of companies or persons who have leased or contracted to lease their undertakings or portions of their undertakings to or whose lines or portions of whose lines are worked by the Company, and the arrangements or agreements which ought to be made between any of such companies or persons and the Company:

(*d.*) The legal and equitable rights, liens, and priorities of general creditors of the Company, or any person or persons having or claiming any lien, charge, or incumbrance upon any lands in which the Company is interested, and of the Company against any other companies or persons, and the manner in which, and the funds, stocks, or other property out of which the rights, liens, and priorities of such general creditors shall be discharged:

(*e.*) All matters in question as between all the parties in all actions and suits and other proceedings at law or in equity, in which the Company is a party either as plaintiff, co-plaintiff, defendant, or co-defendant, petitioner, co-petitioner, respondent, or co-respondent:

(*f.*) The powers of the arbitrators shall extend not merely to ascertain and determine the matters aforesaid, but also after the same shall have been so ascertained and determined to fuse and consolidate upon such terms, and subject to such conditions, as they shall in the circumstances think most equitable and expedient, all or any of the separate undertakings, sections, divisions, and capitals of the Company; and whenever and to any extent in which it shall appear to them that by so doing substantial benefit will accrue to all parties interested, or injury to them will be avoided, and the prosperity of the whole undertaking promoted, to arrange, abate, adjust, and reconstitute, and capitalise the Company's borrowed and share capitals, funds, rentcharges, separate stocks, interest, arrears of interest and dividend, deferred dividend warrants, debts, and liabilities of all kinds as in the circumstances appears to the arbitrators most equitable and expedient, and to convert the same into such debenture, preference, or other stocks as the arbitrators shall direct; and such stocks shall be taken and accepted in lieu of the borrowed and share capitals, funds, rentcharges, separate stocks, interest, arrears of interest and dividend, deferred dividend warrants, debts, and liabilities for which the same are substituted respectively, and the arbitrators shall also have power by their final award to settle a scheme for the reconstitution and future government of the Company.

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18. Whereas the Crystal Palace and South London Junction Railway has since the opening thereof been worked and maintained by the Company under certain agreements, the validity of which is disputed, and it is expedient that the said railway should form part of the system of the Company, and be worked and maintained by the Company:

Therefore the said Crystal Palace and South London Junction Railway, and any extension thereof authorised in the present session of Parliament, shall be worked and maintained by the Company as an integral part of the Company's undertaking:

And all claims, disputes, questions, and differences subsisting between the Companies, and when and how and out of what funds or stock any balance found to be due by one of the companies to the other should be paid, shall be referred to the arbitrators, and shall be by them determined:

And the arbitrators shall further ascertain and determine what proportion of the net earnings accruing to the Company from the local traffic of the Crystal Palace and South London Junction Railway, or traffic passing to or from the Crystal Palace and South London Junction Railway, or any portion of the system of the Company, shall be attributed to the Crystal Palace Company as rental, and also how and in what manner any further capital required for the completion of all works necessary for the efficient conduct of the traffic of the said railway shall from time to time be provided by the Crystal Palace Company:

And the arbitrators shall, in forming their decision, have regard to all the circumstances of the case:

And the Company shall pay half-yearly to the Crystal Palace Company the amount which shall become due to them under the award of the arbitrators in respect of the traffic for the previous half year, and such half-yearly payments, and the property of the Crystal Palace Company, shall be subject, as respects the creditors of that Company, to the same rights and remedies as could now be enforced against the tolls and property of that Company.

19. Whereas the Kent Coast Railway has since the opening thereof been worked and maintained by the Company under an alleged agreement between the Company and the Kent Coast Railway Company, the validity of which is still under dispute, and it is expedient that the said railway should form part of the system of the Company, and be worked and maintained by the Company:

Therefore the Company shall work the Kent Coast Railway as an integral part of the Company's undertaking:

And the pending appeal or other proceedings in relation to the said alleged agreement shall be and the same are hereby stayed:

And all the matters and questions in difference in the said suit, and all other claims, disputes, questions, and differences subsisting between the Companies, and also the question when and how and out of what funds or stock any balance found to be due by one of the companies to the other shall be paid, shall be referred to the arbitrators, and shall be by them determined:

And in the event of the said agreement not being upheld by the arbitrators, the arbitrators shall further ascertain and determine what proportion of the net earnings accruing to the Company from the local traffic of the Kent Coast Railway, or from traffic passing to and from that railway or any portion of the system of the Company, shall be attributed to the Kent Coast Railway Company as rental, and also how and in what manner any further capital required for the completion of all works necessary for the efficient conduct of the traffic of the said railway shall from time to time be provided by the Kent Coast Railway Company:

And the arbitrators in forming their decision shall have regard to all the circumstances of the case:

And the Company shall pay half-yearly to the Kent Coast Railway Company the amount which shall become due to them under the award of the arbitrators in respect of the traffic for the previous half year.

20. Whereas by the Sevenoaks Railway Act, 1859, the Sevenoaks, Maidstone, and Tunbridge Railway Act, 1862, and the Sevenoaks, Maidstone, and Tunbridge Railway Act, 1864, the Sevenoaks Company were empowered to make certain railways connecting the railways of the Company in the parish of Sutton-at-Hone with the railways of the South-eastern Railway Company at Sevenoaks, and with Maidstone, and to enter into certain agreements with the Company relating to the working and maintaining by the Company of the Sevenoaks Company's railways, and the division of profits arising therefrom:

And whereas the railway of the Sevenoaks Company to Sevenoaks, authorised by the Act of 1859, was opened in 1863, and has from the opening thereof been worked by the Company under and by virtue of certain agreements dated respectively the 31st day of December 1859 and the 18th day of June 1863, and purporting to be made under the powers of the Acts of 1859 and 1862 respectively, and certain payments have been made in respect thereof by the Company to the Sevenoaks Company:

And whereas the junction railway to join the railway of the South-eastern Railway Company in the parish of Sevenoaks, which the Sevenoaks Company were by the Act of 1862 authorised to make, is on the eve of completion, but the Sevenoaks Company have not constructed their Maidstone line:

And whereas by the Act of 1862 the Sevenoaks Company were authorised to run over and use a certain portion of the South-eastern Railway Company's railways at Sevenoaks, and for the purpose of securing a through route for the traffic of the Sevenoaks Company and the Company respectively to or from Tunbridge or any station on the Tunbridge Wells and Hastings line of the South-eastern Railway Company full and ample provision was thereby made for (in an event which has happened) facilitating the transmission of all such traffic over the railways of the South-eastern Railway Company without undue interruption or delay, and for a mutual interchange of rolling stock, and for regulating their respective rights with regard to such traffic:

And whereas the validity of the said agreements is in dispute, and a suit is pending in the High Court of Chancery relating thereto:

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And whereas the said agreements, if valid, are for a term of ten years certain, and (if sanctioned by the Board of Trade) for a further term of ten years respectively:

Therefore the Company shall work and maintain in such a manner as the arbitrators shall determine to be efficient, fair, and reasonable, regard being had to the provisions in the latter part of this section contained, the railways of the Sevenoaks Company as an integral part of the Company's undertaking, and shall fairly and fully use, exercise, and give effect to all the powers, stipulations, and provisions contained in sections forty, forty-one, forty-two, and forty-three of the Sevenoaks Company's Act of 1862:

And the proceedings in the said suit shall be and the same are hereby stayed, and all the matters and questions in difference in the said suit, and all other claims, disputes, questions, and differences subsisting between the Companies, and also the question when and how and out of what funds or stock any balance found to be due by one of the companies to the other shall be paid, shall be referred to the arbitrators, and shall be by them determined:

And the arbitrators shall further ascertain and determine what proportion of net earnings accruing to the Company from the local traffic of the railways of the Sevenoaks Company, or from traffic passing to or from the railways of the Sevenoaks Company, or any portion of the system of the Company, shall be attributed to the Sevenoaks Company as rental:

And also how and in what manner any further capital required for the completion of all works necessary for the efficient conduct of the traffic of the said railway shall from time to time be provided by the Sevenoaks Company:

And the arbitrators in forming their decision shall have regard to all the circumstances of the case:

And the Company shall pay half-yearly to the Sevenoaks Company the amount which shall become due to them under the award of the arbitrators in respect of the traffic for the previous half year.

21. The proceedings under the arbitration shall, with respect to the matters in question in any action or suit in which the Company are defendants, be initiated by the plaintiffs therein, and with respect to all other matters by the Board, and they shall have the carriage and conduct of such proceedings, and within one month after the passing of this Act, or such further time as the arbitrators may direct, the Board shall prepare and submit to the arbitrators a scheme or schemes for the reconstitution and future government of the Company, the modification, re-adjustment, and fusion of its borrowed and share capitals, funds, rentcharges, and separate stocks respectively, the consolidation of its several undertakings, and the application of its revenue and other property:

Provided that any three or more share directors or mortgage directors, as the case may be, who may dissent from the scheme or schemes of the said Board, and, with the leave of the arbitrators, any person or persons holding any portion of the capital of the Company or of the Company's mortgages to an amount not less than five hundred thousand pounds, may at any time submit such a scheme or schemes as aforesaid.

22. The arbitrators may, as between the Company and all other persons, settle and determine all matters in question which may come before them under the provisions of this Act, not only in accordance with the legal and equitable rights of the parties as recognised in the courts of law and equity, but upon such terms and in such manner in all respects as they in their absolute and unfettered discretion may think most fit, equitable, and expedient, and as fully and effectually as could be done by Act of Parliament:

Provided that in all matters referred to the arbitrators, in which any persons other than the Company are co-defendants with the Company, nothing herein contained shall be construed to empower the arbitrators to settle and determine the same, as between the plaintiffs and such defendants other than the Company, otherwise than in accordance with the legal and equitable rights of the parties as recognised in such courts of law and equity.

23. All actions, suits, motions, petitions, rules, and proceedings which at the time of the passing of this Act shall be pending in or under appeal from any court of law or equity in England in respect of matters or things declared by this Act to be subjects of arbitration shall be transferred to, dealt with, and decided by the arbitrators as if the same had been originally instituted before the arbitrators:

Provided always, that nothing in this Act contained shall alter or affect the right and liability of the Company to sue and be sued in any court of law or judicature in respect of any matter or thing connected with the business of the Company as common carriers of goods or passengers, neither shall the same affect any proceedings in any court of law or other judicature instituted or hereafter to be instituted against or by the Company in respect of such business, or any petitions or other applications to and proceedings in the Court of Chancery as to the investment and payment of moneys paid into the bank under the provisions of the Lands Clauses Consolidation Act, 1845.

24. From and after the passing of this Act, and until the final award of the arbitrators shall have been made as herein-after provided, all civil jurisdictions by any court of judicature in respect of matters or things declared by this Act to be subject of arbitration, and all powers and means of every such court of enforcing such jurisdiction, shall (except as regards proceedings by or against the Company as common carriers of goods or passengers, or in respect of any claim or injury arising from loss or negligence) cease to be exerciseable.

25. Notwithstanding anything in this Act contained, the arbitrators may allow any action, suit, motion, petition, rule, account, inquiry, or other proceeding which may be pending at the time of the passing of this Act to proceed to judgment or such other stage as they may think fit; and the arbitrators may in their discretion adopt any judgment, verdict, decree, order, or certificate made upon such action, suit, motion, petition, rule, account, inquiry, or other proceeding, and may adopt and avail themselves of all proceedings and inquiries, and of any evidence taken therein, as they may think fit; and may make their award in pursuance, either wholly or partially, of any suit, judgment, verdict, decree, order, certificate, proceedings, or inquiry, and such award shall have the same force and effect as if it had been made in pursuance of a judgment or determination delivered by the arbitrators.

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26. From and after the passing of this Act, and until a final award shall have been made, all civil jurisdiction now vested in or exerciseable by any court of judicature in or over the Company, or the several persons, corporations, and others constituting or alleged to constitute the Company, and the estate and effects of the Company or persons, and in all causes, suits, and matters to which the Company or persons are or but for this Act might be made a party or parties in respect of matters affecting the Company, shall belong to and be vested in Her Majesty, and such jurisdiction, together with the jurisdiction conferred by this Act, shall be exerciseable in the name of Her Majesty by the arbitrators until they shall have made their final award:

Provided always, that this Act or anything done under it shall not exempt any person or company from any penalty or prosecution that he or they may now be liable to, nor shall this Act prevent any person or company suing or being sued by the Company in any proceeding in respect of the carriage of goods or passengers, or in respect of any claim or injury arising from tort, loss, or negligence.

29. The arbitrators may from time to time make any certificate, award, order, or other instrument touching any one or more of the questions, matters, or things before them, or touching the validity, amount, or priority of any mortgages or claims, or classes thereof, and as to the application of any tolls or funds of the Company, and as to all or any one of the matters hereby referred, and shall within one year from the passing of this Act, or within such extended period as the arbitrators for the time being shall by writing under their hands name for that purpose, make a final award for the settlement of all matters according to the powers hereby conferred on the said arbitrators.

30. All awards, orders, certificates, or other instruments made by or proceeding from the arbitrators shall be sufficiently authenticated if under the hands of one of the arbitrators, and the same may be in writing, or partly in writing and partly in print, and all such awards, orders, certificates, and other instruments so authenticated shall be deemed to have been duly made and executed; and, if the arbitrators so direct by writing, any award, order, certificate, or other instrument may be enforced in any court of law or equity that would have had jurisdiction but for this Act, and in the same manner in all respects as if such award, order, or other instrument had been an order or judgment made or pronounced by the court which the arbitrators may request in writing to enforce the same.

31. All awards, orders, certificates, and other instruments made or executed by the arbitrators shall be binding and conclusive on all parties to all intents and purposes whatever, and shall not be removed or removable by certiorari, or by any other writ or process, into any of Her Majesty's courts of law or equity, and no such award, order, or certificate, or other instrument shall be set aside for any irregularity or informality, or by reason of any matter referred being left undecided; and notwithstanding any of the provisions of the Arrangement Act, 1867, all things by every award, order, certificate, or other instrument as aforesaid required to be done, omitted, or suffered shall be done, omitted, or suffered accordingly, and the performance and observance thereof may, where the arbitrators think fit, be compelled by distress infinite on the person or persons, company or companies, respectively, and their

respective property, estate, and effects, and no such award, order, or proceeding shall be subject to review or appeal.

32. Applications to the arbitrators shall be made in such manner and form, and shall be heard and disposed of on the attendance of such parties or persons chosen as representatives of such parties, on such written or other statements, and on such evidence, as the arbitrators, by general regulations or otherwise, may from time to time direct, and the costs of any such applications shall be in the discretion of the arbitrators, who may direct to or by whom and out of what fund the same shall be paid, and the opinion or decision of the arbitrators on any such application, or with respect to the costs thereof, or of any matter or thing within their jurisdiction, shall not be subject to review or appeal, and the amount of such costs shall be ascertained by taxation in the courts of law or equity, as the case may be, by the taxing masters of such courts respectively.

33. When all matters hereby referred shall in the opinion of the arbitrators have been finally inquired into and settled as herein provided, they shall make a final award, and such final award as aforesaid, and any other award made in pursuance of this Act, shall be enrolled in the High Court of Chancery in England within three months after the execution thereof, and a copy thereof shall be deposited with the Board of Trade, and a copy thereof certified by the proper officer shall be evidence that it was duly made, and that all the requisitions of this Act in relation thereto were complied with.

34. The said final award, and all awards previously made by the arbitrators, shall from the date thereof respectively be effectual to all intents and purposes, and binding upon all corporations and persons whomsoever without appeal, and shall have the like effect as if the same had been enacted by Parliament.

35. Notwithstanding anything contained in the Arrangement Act, 1867, the arbitrators may, by their final award, determine that the suspense period provided in the said Act shall cease at such time as may in the said final award be defined.

36. The fact that such final award has been made, and that a copy thereof has been deposited as aforesaid, shall be published in the London Gazette, and the Company shall at all times after such publication keep at their principal office of business a true and complete printed copy of the said final award, and of any other award made in pursuance of this Act, and shall deliver a copy thereof to any persons applying for the same at a price not exceeding five shillings; and if the Company fail to keep such copies, or to deliver the same to any person applying for them, they shall forfeit twenty pounds for every such offence.

37. From and after the publication in the London Gazette of the said final award the duties and powers of the arbitrators shall cease and determine, and on such publication the jurisdiction of the courts of judicature, whether ordinary or under the Arrangement Act, 1867, shall be revived and restored, except so far as the said award shall otherwise direct.

39. All trustees, executors, and administrators, and corporations holding or being entitled to or interested in any mortgage, share, or stock, and the guardians and committees respectively of any infants and lunatics respectively who may hold or be entitled to or interested in any mortgage, share, or stock, shall accept any debenture or other stock issued to them in lieu thereof under

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any award of the arbitrators, and such substituted stock shall pass so as to give effect to and not to revoke any will or other instrument disposing of or affecting the mortgage, share, or stock for which the same shall have been substituted.

41. And whereas by the Arrangement Act, 1867, it was enacted that the moneys raised by the issue of A. debenture stock should be applied, amongst other things, in or towards such outlay on works and other expenses as the Board in their discretion shall deem to be of pressing importance for the efficient working, maintenance, and management and development of the undertakings of the Company:

And whereas the Messieurs Lucas, at the urgent request of the board of directors and the Company, undertook and executed certain works of that description at or near the Victoria Station, in respect of which the sum of 52,678*l.* 18*s.* 3*d.*, with interest, is now due, and took as security for the repayment of such sum and interest certificates of indebtedness which will shortly become due:

And whereas doubts have arisen whether the Company can legally apply any part of the said A. debenture stock, or of the moneys raised by the issue thereof, in payment and discharge of the said sum of 52,678*l.* 18*s.* 3*d.*, inasmuch as the said works were executed wholly or for the most part before and not after the passing of this Act:

And whereas the whole of the said A. debenture stock is required for other purposes:

Be it therefore enacted, that the said Messieurs Lucas shall be entitled to payment of the said sum of 52,678*l.* 18*s.* 3*d.*, or so much thereof as shall be due for works done after the 12th day of July 1866, and interest out of any further A. debenture stock, or stock substituted by the arbitrators for the same, which may be issued under the powers of this Act, or the moneys raised by the issue thereof, as if the said works had been wholly executed after and not before the passing of the said Act, and upon such payment the said certificates of indebtedness shall be delivered up to the Company and cancelled.

47. It shall be lawful for any person who has any claim against the Company in respect of liabilities which he has incurred, or to which he has bonâ fide exposed himself or is liable on behalf of or in conducting the affairs of the Company, to appear before the arbitrators, and to submit such claim to the arbitrators, who shall have power, as between such person and the Company, to make such provision out of the assets of the Company for such liabilities, or for the indemnity of such person, as they may think fit:

And whereas we have proceeded in the reference, and printed cases (a list whereof is set forth in the appendix to this award) have in pursuance of general rules made by us for the conduct of our proceedings been brought before us by parties to the reference:

And whereas we have read, heard, and considered those cases, and the supplemental and other cases and claims and other documents filed, and the evidence produced, and what was alleged by counsel and solicitors for the parties:

And whereas we have made the interim orders and certificates set forth in the appendix to this award:

And whereas we have by writing under our hands extended the time for making our final award:

And whereas we have thought fit to make this our first and principal award, intending by our next and final award to supplement this award, and particularly to settle a scheme for the reconstitution and the future government of the Company (which under the Arbitration Act can only be done by our final award), and thereby to provide for a fresh election of directors in lieu of the system of management of the Company established by the Arrangement Act of 1867, and to give votes at general meetings in various proportions to holders of the debenture stock, preference stock, and ordinary stock to be created under this award:

And whereas we have ascertained and determined, as far as requisite for the purposes of this award, the rights, liabilities, and interests, and other matters referred to us by the Arbitration Act, and described in section seventeen thereof, paragraphs (*a*) to (*e*) inclusive:

And whereas on 30 June 1870 there were uncompleted land purchases of the Company (comprised in Schedule A. to this award) involving a future estimated outlay of 220,000*l.*:

And whereas on 30 June 1870 the superfluous lands of the Company (which we have determined not to include land under arches) were subject to outstanding charges (comprised in Schedule B. to this award) to the principal amount of 199,384*l.* 16*s.* 3*d.*:

And whereas we have determined that the Imperial Mercantile Credit Association obtained a valid equitable mortgage for the sum of 135,000*l.* and interest on superfluous lands of the Company by virtue of resolutions of the board of directors of the Company, dated 18 December 1863 and 19 February 1864, and other instruments relative thereto, and the balance unpaid of that sum is therefore included among the outstanding charges aforesaid:

And whereas we have determined that the following persons or their representatives are not entitled to any benefit from the writs of elegit issued on judgments obtained by them against the Company; (namely,)

Thomas Grissell;
Francis Theophilus Blackburne (deceased), William Ward Jackson, and Charles Foyle Randolph;
Daniel Olivier Etough;
John Knowles and Richard Foster;
Lawrence Harrison;
William Walker;
Edward Vickers and others, trading under the firm of Naylor, Vickers, & Co.;

but that the London, Brighton, and South Coast Railway Company are entitled to the benefit of the writ of elegit issued on a judgment obtained by them against the Company, and the amount of their judgment debt is accordingly included among the outstanding charges aforesaid:

And whereas on 30 June 1870 the superfluous lands of the Company were of the estimated value of 664,172*l.*:

And whereas it is expedient that the superfluous lands of the Company be sold, and that the proceeds thereof be dedicated to the completion of the un-

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completed land purchases and the discharge of the charges on the superfluous lands:

And whereas the cash assets of the Company as existing on 30 June 1870 are taken at 299,784*l.* 7*s.* 4*d.*:

And whereas we have determined that the arrangement embodied in the deed known as the rolling stock deed, dated 19 January 1867, shall cease to operate, the claims of all parties entitled to the benefit of the trusts thereof being otherwise met under this award, and that the money produced up to 30 June 1870 by the accumulation of the weekly rent paid by the Company to the trustees of that deed in respect of the property and effects therein comprised, amounting to the sum of 75,844*l.* 0*s.* 9*d.*, shall be dealt with as part of the general cash assets of the Company, and that sum is therefore included in the said sum of 299,784*l.* 7*s.* 4*d.*:

And whereas on 30 June 1870 there were good debts of the Company, and stores possessed by the Company, of the estimated value together of 121,243*l.* 4*s.* 3*d.*, and current liabilities to the estimated amount of 94,335*l.* 11*s.* 9*d.*, and we have thought fit that these items should not be brought into the accounts taken for the purposes of this award of the financial condition of the Company as on 30 June 1870:

And whereas the aggregate net revenue of the Company for the year ending 30 June 1870 was 235,134*l.* 5*s.* 4*d.*, the expenditure being taken on an average of two years ending 30 June 1869 and 1870:

And whereas that sum being taken as the net annual revenue of the Company is equal to interest at four and a half per centum per annum on a sum of 5,225,200*l.*:

And whereas with a view to the discharge as far as may be of such of the liabilities of the Company as will remain undischarged after application of the estimated value of their superfluous lands, and of their cash assets in or towards discharge of their liabilities, and otherwise as directed by this award, it is expedient to create a four and a half per centum debenture stock to the amount of 5,000,000*l.*:

And whereas we have determined that the agreements between the Company on the one hand, and the Crystal Palace, Kent Coast, and Sevenoaks Companies respectively, on the other hand, (referred to in sections eighteen, nineteen, and twenty of the Arbitration Act,) are invalid:

And whereas in Schedule C. to this award are comprised liabilities of the Company which we have determined shall be discharged by payment in full in money; (namely,)

(1.) The amount found to be due to the Crystal Palace Company on the taking under our direction of an account between that Company and the Company up to 30 June 1870:

(2.) A sum on account of the amount of 39,146*l.* 4*s.* 10*d.* found to be due to the Kent Coast Company on the taking under our direction of an account between that Company and the Company up to 30 June 1870:

(3.) The amount as ascertained by us of the debt payable to Messrs. Lucas, Brothers, under section forty-one of the Arbitration Act (for which they are entitled under that section to have A. debenture stock, under

the Arrangement Act of 1867, issued to them), and interest on the component parts of that sum, at four per centum per annum, from the dates of the respective engineers' certificates to 30 June 1870:

(4.) The aggregate maximum amount payable in respect of rolling stock supplied to the Company on the terms of payment by instalments, and of the stock not vesting in the Company until full payment of the instalments:

(5.) Costs allowed by us in respect of proceedings in the Court of Chancery, and otherwise, as detailed in Schedule C., being part of the costs claimed before us, and the amounts being allowed after the bills brought in had been at our request examined and reported on to us by Mr. Skirrow, the taxing master of the Court of Chancery, to whom the taxation of costs in the suits of Gardner v. The Company, and Waterlow v. Sharp, and other suits, was referred:

And whereas the residue of the aforesaid amount found to be due to the Kent Coast Company remains to be provided for out of the sum of 17,722*l.* 19*s.* 2*d.* paid into the Court of Chancery in the suit of Gardner v. The Company, and the accumulations thereof, which sum and accumulations we have determined belong to the Kent Coast Company, subject to claims against the same for costs ordered to be paid by them in their suit against the Company, and subject also to payment to the Company of so much of the same sum and accumulations as will be found to exceed the sum of 17,146*l.* 4*s.* 10*d.*:

And whereas in Schedule D. to this award are comprised liabilities of the Company which we have determined shall be discharged by the allocation of an amount of the debenture stock to be created under this award equal to the full existing capital (fractions excepted) of those liabilities; (namely,)

(1.) The common fund capital, with respect to which we have determined that the common fund was validly created:

(2.) The Victoria Station improvement capital, with respect to which we have determined that the Victoria Station fund was validly created, but that the stock forming part of that capital should be reduced to the amount mentioned in Schedule D. by the cancellation, under this award, of so much of that stock as was issued in excess of that amount, the same being the amount which the Company received or were credited with on that stock:

(3.) General Undertaking debentures existing on 31 December 1861, and renewed by indorsement, or issued for terms yet unexpired, which class of debentures we have determined have priority over the Western Extension rentcharge:

(4.) The Western Extension debentures and stock, which we have determined have priority over General Undertaking debentures other than those comprised in Schedule D. (the amount given in that schedule of Western Extension debentures, including the debenture for 5,000*l.* held as security by the London and County Bank, after deduction from the nominal amount thereof of the sum of 3,642*l.*, to the extent of which last-mentioned sum we have determined the borrowing power of the Company in relation to the Western Extension was exceeded by the issue of that debenture):

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with the allocation in respect of all the securities comprised in Schedule D. of amounts of the debenture stock to be issued under this award equal to the amounts of arrears of interest and unclaimed interest on those securities, and B. debenture stock issued for arrears of interest thereon, as shown in that schedule:

And whereas with respect to Schedule D. and other schedules to this award we have not allowed arrears of interest on B. debenture stock, issued under the Arrangement Act of 1867, for arrears of interest, and have not allowed arrears of interest on arrears of debenture interest for which B. debenture stock might under the same Act have been claimed:

And whereas in Schedule E. to this award the amount of Metropolitan Extensions debentures includes the sum of 100*l.* advanced to the Company by J. Halliday, for which no debenture was actually issued:

And whereas in Schedule G. to this award are enumerated general creditors of the Company in respect of various sections of their undertaking, whose debts we have determined shall be discharged by the allocation of amounts of debenture stock and ordinary stock to be created under this award in the proportions therein mentioned:

And whereas we have determined that James John Stevens is not entitled as a purchaser of land from the Company to set off the balance of purchase money due by him, or interest thereon, against the amount due to him by the Company, and that he is a general creditor only of the Company for the whole of that amount, and he is placed accordingly for that amount among general creditors in that schedule (as a member of the partnership of Stevens and Son):

And whereas we have determined that the General Credit and Discount Company did not obtain a valid charge for the sum of 160,000*l.*, or any part thereof, on superfluous lands of the Company by virtue, as alleged, of deeds or instruments dated 21 February 1866, and are in respect of that sum general creditors only of the Company, and they are placed accordingly in respect thereof among general creditors in the same schedule:

And whereas the amount of City Lines debentures provided for in Schedule E. to this award does not include debentures for 128,000*l.* held by the Imperial Mercantile Credit Association as security for a balance to that amount of advances made by them, in respect of which balance we have determined they are general creditors only of the Company, and they are placed accordingly in respect thereof among general creditors in Schedule G. to this award:

And whereas with respect to the claim of the Dover Harbour Board we have determined—

(1.) That the mail vessels employed by the Company under the French contract are not by virtue of section twenty-one of the Act of 1828, relating to Dover Harbour, entitled to any exemption from dues, and are consequently liable to dues, whether going into the harbour or passing from or to Dover;

(2.) That the mail vessels employed by the Company under the English contract are by virtue of that section entitled to exemption from dues imposed by that Act, and are consequently exempted wholly from dues for the period from 1 January to 1 July 1862;

(3.) That the last-mentioned vessels are not entitled to exemption by virtue of that section in respect of the dues on vessels entering or using the harbour (with or without cargo, as the case may be,) imposed under the enactments of 1861, relating to Dover Harbour, and are consequently liable to those dues as on and from 1 July 1862;

and the Dover Harbour Board are placed accordingly among general creditors in the same schedule for the amount of dues accrued for the period beginning 1 January 1862, and ending 30 June 1870, calculated in conformity with the determination aforesaid:

And whereas we have determined that the London, Brighton, and South Coast Railway Company are not entitled to damages as claimed by them against the Company on account of the Company having discontinued the running of trains over the West End and Crystal Palace Railway, to which an agreement between those two Companies related, and accordingly in respect of that claim no amount is entered to the credit of the London, Brighton, and South Coast Railway Company in the same schedule:

And whereas we have determined that the London, Brighton, and South Coast Railway Company are not entitled to the set-off claimed by them in respect of the purchase money of lands purchased by them from the Company, or in respect of money accrued due to the Company on accounts agreed between the two Companies, and the London, Brighton, and South Coast Railway Company are placed accordingly for the whole amount of their claim against the Company among general creditors in the same schedule:

And whereas in Schedule J. to this award are enumerated general creditors of the Company in respect of the Eastern Section, whose debts we have determined shall be discharged by the allocation of an amount of the preference stock to be created under this award equal to the full amount (fractions excepted) of those debts:

And whereas in Schedule K. to this award are enumerated general creditors of the Company in respect of the General Undertaking, being for the most part for goods supplied and work done for carrying on the Company's undertaking, whose debts we have determined shall be discharged by the payment and allocation, in the proportions therein mentioned, of money and of ordinary stock to be created under this award:

And whereas in distributing the aggregate amount of debenture stock to be created under this award, and in otherwise providing for discharge of liabilities of the Company, we have taken into consideration the financial condition of the several sections of the Company's undertaking, the rights, claims, and liabilities of those sections as between each other, and their respective apparent prospects of improvement:

And whereas the portion of the Company's undertaking called the Eastern Section has not been completed, and having regard to a report thereon made to us by Mr. John Fowler, we have determined that it is expedient that so much thereof as extends from Nunhead to Blackheath Hill (Greenwich) be completed and opened for traffic, and that provision be made for the expenditure thereon of a sum sufficient for that purpose, not exceeding 25,000*l.*:

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And whereas with reference to parts of the existing nominal share capital of the Company we have determined as follows:

(1.) Of the sum of 500,000*l.* Dover five per cent. first preference stock, the sum of 700*l.* stock, being in the hands of the Company, shall be cancelled:

(2.) Dividends on the 170,000*l.* Dover preference arrears of interest stock are not cumulative:

(3.) The City Lines shares issued to the City Lines lenders were invalidly issued, and shall be cancelled:

(4.) The City Lines share capital shall be deemed to be reduced in manner shown in Schedule L. to this award, so as to consist only of the 9,496 six per cent. B. shares therein described:

(5.) The shares represented by the Metropolitan Extensions C. stock are to be deemed to have been fully paid up:

(6.) The shares in the Eastern Section share capital were invalidly issued, and shall be cancelled:

And whereas in Schedules M. and N. to this award the existing share capital, preference and ordinary, of the Company, as found and allowed by us, is described:

And whereas we have thought fit that all parties should bear their own costs of the arbitration, save that we have allowed to Messrs. Walker and Martineau towards the costs of the arbitration incurred by them on behalf of the general undertaking debenture holders the sum of 500 guineas, in consideration of the general conduct of the case before us having been to a great extent assigned to them by us, which sum is included in the expenses of the arbitration:

Now know ye, that we do make this our first award, in writing under our hands, of and concerning such of the premises as are therein comprised, and do hereby award as follows:

Preliminary.

1. This award may be cited as The London, Chatham, and Dover Arbitration: First Award.

2. The following enactments (as far as they are applicable for the purposes and not inconsistent with the provisions of this award) are hereby incorporated with this award:

The Companies Clauses Consolidation Act, 1845, sections 1 to 64, inclusive;

The Companies Clauses Act, 1863, except Part IV. thereof;

and for the purposes of this award the same shall be read as if this award were a special Act.

3. In this award—

"The Company" means the London, Chatham, and Dover Railway Company:

"The Crystal Palace Company," "the Kent Coast Company," and "the Sevenoaks Company," have the same meaning as in the Arbitration Act:

"The Arrangement Act of 1867" means the London, Chatham, and Dover Railway (Arrangement) Act, 1867:

"Month" means calendar month:

"Representatives" includes heirs, executors, administrators, successors, assigns, or nominees.

4. The schedules to this award shall be deemed part of this award.

Consolidation of Undertaking.

5. As from and after the 30th day of June 1870 the separate undertakings and sections of the Company, and of their undertaking known as—

The General Undertaking (including the steamboats),
The Metropolitan Extensions,
The Victoria Station Improvements,
The City Lines, and
The Eastern Section,

with the separate capitals raised in respect thereof, shall be and are hereby consolidated into one undertaking, with one capital.

6. As from and after the same day all enactments requiring separate accounts to be kept in respect of the separate undertakings, sections, and capitals aforesaid, or any of them, shall cease to operate.

7. As from and after the same day the common fund and the Victoria Station fund shall be extinguished.

8. As from and after the same day section thirty-seven of the London, Chatham, and Dover Railway (City Undertaking) Act, 1864, shall cease to operate.

9. As from and after the same day all property and rights belonging to or vested in the Company in respect of any of their separate undertakings or sections shall belong to and be vested in the Company in respect of their consolidated undertaking.

Superfluous Lands: Trust for unpaid Vendors and Mortgagees.

10. The Company shall from time to time, with the best despatch, and within three years from the date of this award, sell and convert into money all their superfluous lands.

11. The Company shall carry the net proceeds of sales of superfluous lands to a separate account, to be opened by them at the London and Westminster Bank, intituled Arbitration Land Account.

All cheques drawn on that account shall be distinguished as drawn thereon, and shall be signed by the chairman of the board of directors of the Company and two other directors, and shall be countersigned by the general manager of the Company.

The Company shall keep in their books a transcript of that account made up to the first day of every month, and the same shall be open at all reasonable times without charge to inspection and transcription by the several persons and bodies comprised in Schedules A. and B. to this award, their representatives, or agents.

12. Where, under the provisions of the Lands Clauses Consolidation Act, 1845, any money has been before or is after the date of this award paid into or deposited in the Court of Chancery in respect of the purchase or taking of land

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by the Company, and is afterwards paid out to the Company, it shall be carried to their arbitration land account.

13. The Company shall from time to time carry to their arbitration land account the net rents and profits received by them from superfluous lands remaining unsold.

14. The money from time to time standing to the Company's arbitration land account shall be and the same is hereby declared to be held in trust for payment—

To the several persons and bodies comprised in Schedule A. to this award, or their representatives, of the amount for the time being due to them in respect of purchase money of lands contracted to be sold to the Company, with interest at the rate agreed, and in the absence of agreement at five per centum per annum until payment, and with all such costs and expenses as are properly payable by the Company:

To the several persons and bodies comprised in Schedule B. to this award, or their representatives, of the principal sums for the time being due to them in respect of their charges on superfluous lands of the Company, with interest, in the case of the London, Brighton, and South Coast Railway Company, at four per centum per annum, and in the other cases at five per centum per annum, until payment, and with all such costs and expenses as are properly payable by the Company:

The money from time to time standing to that account shall be and the same is hereby appropriated to the purposes of the trust aforesaid, and shall be accordingly applied by the Company for those purposes, and not otherwise, and, subject thereto, the same shall be assets of the Company, to be dealt with and accounted for as capital.

15. The several persons and bodies comprised in Schedule A. to this award shall, on demand, and in consideration of the trust aforesaid, convey to the Company the lands contracted to be sold by them to the Company.

The several persons and bodies comprised in Schedule B. to this award shall, on demand, and in consideration of the trust aforesaid, reconvey or release to the Company the superfluous lands subject to their charges.

Or (if so required) the several persons and bodies comprised in Schedules A. and B. shall, on demand, and for the considerations aforesaid, join with the Company in the sale and conveyance of any portions of the lands contracted to be sold, being superfluous, or of the superfluous lands subject to their charges (as the case may be).

16. If the Company find themselves unable to complete the sale and conversion into money of all their superfluous lands within three years from the date of this award, they may apply to the Board of Trade for an extension of that time, and the Board of Trade may, if they think fit, after such inquiries as they deem requisite, extend that time for any period not exceeding one year from the expiration of the said period of three years, and this award shall have effect accordingly.

17. If the Company do not complete the sale and conversion into money of all their superfluous lands within the said period of three years, or such extended time (if any) as the Board of Trade allow, then at the expiration of the said period of three years, or of that extended time (as the case may be), any two or

more of the persons or bodies comprised in Schedules A. and B. to this award may apply to the Board of Trade to exercise the powers of this provision, and thereupon the Board of Trade shall, if they think fit, appoint three or more persons, to be selected, in such manner as the Board of Trade direct, by the applicants and other persons or bodies comprised in Schedules A. and B. to this award, to be trustees for sale of the then unsold superfluous lands of the Company, and any persons so appointed trustees, and their successors (from time to time appointed as the Board of Trade direct), shall, by virtue of this award and of their appointment, have all powers of sale and other powers for the time being vested in the Company in relation to the superfluous lands of the Company not then sold and converted into money, and the proceeds of any sale thereof made by those trustees shall be applied by them in like manner, as nearly as may be, as the same would have been applicable by the Company if the sale had been made by the Company, and not otherwise.

18. The Company shall complete the purchases from the several persons and bodies comprised in Schedule A. to this award with the best despatch and within three years from the date of this award.

Those persons and bodies shall deliver the abstracts of their title to the lands purchased (if not delivered before the date of this award) within two months after the date of this award, or after the amount of the purchase money is ascertained by verdict, agreement, or otherwise (if the same has not been so ascertained before the date of this award).

If from any cause other than the default of the Company any of those purchases is not completed within six months after the date of this award, or after the delivery to the Company subsequently to that date of the abstract of title, the vendor shall not be entitled to interest on his purchase money as from and after the expiration of that period of six months.

19. It shall not be lawful for any of the persons or bodies comprised in Schedules A. and B. to this award to apply for or obtain within the said period of three years, or such extended time (if any) as the Board of Trade allow as aforesaid, any order, decree, or judgment of any court of judicature that would interfere with the operation of this award in relation to the sale of superfluous lands, and application of the proceeds thereof, the completion of purchases of lands, and the discharge of charges on superfluous lands, or any order, decree, or judgment of any court of judicature against the Company in respect of the several claims comprised in Schedules A. and B.

Elegits.

20. The London, Brighton, and South Coast Railway Company shall not receive any rents and profits of superfluous lands extended under the writ of elegit issued on the judgment obtained by them against the Company.

21. Within two months after the date of this award Thomas Grissell or his representatives shall deliver up to the Company possession of the lands delivered in execution under the writ of elegit issued on the judgment obtained by him against the Company, and cause satisfaction to be entered up on that judgment, and account to the Company for the rents and profits of the lands received by him under that writ, and pay over the net amount thereof to the

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Company, and the amount coming to the Company on the taking of that account shall be carried to their arbitration land account.

22. Out of the money arising from the sale of the hereditaments comprised in an indenture of the 9th day of January 1868, made between the Company of the first part, Francis Theophilus Blackburne (deceased), William Ward Jackson, and Charles Foyle Randolph, of the second part, Daniel Olivier Etough of the third part, and William Edward Hilliard and Arthur Battiscombe of the fourth part (which hereditaments had been delivered in execution under writs of elegit issued on judgments obtained against the Company by the persons parties thereto of the second and third parts), and the net proceeds of the securities on which the same money or any part thereof is invested, there shall be paid the costs, and costs, charges, and expenses directed by that indenture to be paid and not already paid, and the residue thereof shall be carried to the Company's arbitration land account.

23. Within two months after the date of this award John Knowles and Richard Foster, and Lawrence Harrison and William Walker, and Edward Vickers and others, trading under the firm of Naylor, Vickers, & Co., or their respective representatives, shall cause satisfaction to be entered up on the judgments obtained by them respectively against the Company on which writs of elegit have been issued.

Redemption of A. Debenture Stock.

24. The Company shall redeem at par the A. debenture stock issued by them under the Arrangement Act of 1867, amounting to the sum of 30,250*l.*, and shall pay all interest (if any) accrued due thereon up to the 30th day of June 1870, and not paid at the date of this award, and a proportionate part of the interest for the half year beginning from that day until payment, and on payment or tender in money of the amount held by any person or body in A. debenture stock, with interest as aforesaid, the title thereto of that holder shall cease, and the certificate for the same shall be delivered up to the Company and cancelled.

Payments in full.

25. The Company shall pay to the bodies and persons named in Schedule C. to this award, or their representatives, as regards such of those bodies and persons as are named in Part III. of that schedule, as and when payments to them become due and payable under any agreement made or to be made, and as regards the others of those bodies and persons on demand, the several sums therein mentioned, and the same shall be accepted by those several bodies and persons in full satisfaction and discharge—

As regards the Crystal Palace Company—of their claims in respect of the account between them and the Company up to the 30th day of June 1870;

As regards the Kent Coast Company—of their claims in respect of the account between them and the Company up to the 30th day of June 1870, except with respect to the sum and accumulations in the Court of Chancery as aforesaid;

As regards Messrs. Lucas, Brothers—of their claim specified in section forty-one of the Arbitration Act;

As regards the companies and partnerships named in Part III. of that schedule—of their claims against the Company in respect of rolling stock supplied before the 30th day of June 1870;

As regards the solicitors named in Part IV. of that schedule—of their claims for costs made before us against or in relation to the Company up to the 30th day of June 1870;

and the several bodies and persons aforesaid shall accordingly, on payment as directed by this provision, give to the Company and other bodies and persons concerned receipts in full in respect of their claims aforesaid.

Creation of Debenture, Preference, and Ordinary Stock.

26. All powers immediately before the date of this award vested in the Company of raising any further share or loan capital, or of creating or issuing any debenture stock, debentures, mortgages, shares, or stocks, are hereby annulled.

27. The Company shall create stock as follows:

(1.) Debenture stock to the amount of five million pounds, to bear interest at four and a half per centum per annum, and to be called London, Chatham, and Dover Arbitration Debenture Stock (in this award referred to as arbitration debenture stock):

(2.) Preference stock to the amount of four million three hundred and ninety-four thousand two hundred and eighty-nine pounds, to bear a preferential dividend of four and a half per centum per annum, and to be called London, Chatham, and Dover Arbitration Preference Stock (in this award referred to as arbitration preference stock);

(3.) Ordinary stock to the amount of seven million seven hundred and forty-three thousand four hundred and five pounds, to rank after arbitration preference stock, and to be called London, Chatham, and Dover Arbitration Ordinary Stock (in this award referred to as arbitration ordinary stock);

and shall from time to time issue the same respectively, or portions thereof, as and when required for purposes of this award.

28. The Company shall create such further amount of arbitration ordinary stock, not exceeding five thousand four hundred and seventy-five pounds, as may be required for issue to ordinary shareholders of the Sittingbourne and Sheerness Railway Company in pursuance of paragraph 12 of the heads of agreement between that Company and the Company, set forth in Schedule A. to the London, Chatham, and Dover Railway (Various Powers) Act, 1866, and shall, on demand, issue the same gratis to those shareholders or their representatives.

29. Notwithstanding anything in this award, arbitration stock shall not in any case be issued for a fractional part of a pound.

30. This award shall be deemed an Act of Parliament for the purposes of the Railway Companies Securities Act, 1866.

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DISCHARGE OF LIABILITIES IN SCHEDULES D. TO K.

31. The Company shall discharge the liabilities described in Schedule D. to this award by appropriating, and, on demand, issuing and distributing, proportionately to and among the several holders for the time being of the debentures and stock (other than B. debenture stock) described in that schedule, or their representatives, arbitration debenture stock, to the respective aggregate amounts of the capital amounts of debentures and stock (other than B. debenture stock) therein stated, and also to the respective aggregate amounts of the arrears of interest, unclaimed interest, and B. debenture stock therein also stated.

As from and after the 30th day of June 1870, interest shall cease to accrue on the debentures and stock described in that schedule.

On the issue to the several persons and bodies entitled of arbitration stock as required by this provision, such debentures and such certificates and other instruments for or representing the stock, arrears of interest, unclaimed interest, and B. debenture stock described in that schedule, as are held by them respectively, shall be delivered up to the Company and cancelled.

32. The Company shall discharge the liabilities described in Schedule E. to this award by appropriating, and, on demand, issuing and distributing, proportionate to and among the several holders for the time being of the debentures described in that schedule, or their representatives, arbitration debenture stock, arbitration preference stock, and arbitration ordinary stock to the respective aggregate amounts therein set opposite the amounts of those debentures, and also to the respective aggregate amounts therein set opposite the respective amounts of arrears of interest, unclaimed interest, and B. debenture stock therein stated.

As from and after the 30th day of June 1870, interest shall cease to accrue on the debentures described in that schedule.

On the issue to the several persons and bodies entitled of arbitration stock as required by this provision, such debentures and such certificates and other instruments for or representing the arrears of interest, unclaimed interest, and B. debenture stock described in that schedule, as are held by them respectively, shall be delivered up to the Company and cancelled.

33. The Company shall discharge their liability in respect of the capital amount of the contribution made by the Great Northern Railway Company towards the City Lines capital by appropriating, and, on demand, issuing to the Great Northern Railway Company, or their representatives, arbitration debenture stock, arbitration preference stock, and arbitration ordinary stock to the respective amounts stated in Schedule F. to this award.

The stock so issued shall, as between the Company and the Great Northern Railway Company, be the absolute property of the Great Northern Railway Company, to be held and dealt with as may be authorised by their special Acts.

As from and after the 30th day of June 1870, all claim of the Great Northern Railway Company to interest or dividend on City Lines (contribution) shares or stock shall cease, and the London, Chatham, and Dover Railway (City Undertaking) Act, 1864, shall operate as if sections thirteen to twenty (inclusive) thereof had not been therein inserted.

The certificates of City Lines (contribution) shares or stock shall be cancelled.

Nothing in this award shall affect the operation of sections thirty-nine and forty, and forty-two to forty-five (inclusive), of the last-mentioned Act, or anything done thereunder, or section twenty-nine of the Crystal Palace and South London Junction Railway Act, 1869.

34. The Company shall appropriate, and, on demand, issue, to the several persons and bodies named in Schedule G. to this award, or their representatives, arbitration debenture stock and arbitration ordinary stock to the respective amounts therein set opposite their names.

The appropriation of arbitration stock as required by this provision shall be in full satisfaction and discharge of the claims of those several persons and bodies against the Company arising before the passing of the Arbitration Act, except as follows:

Except any claim under any schedule to or provision of this award other than Schedule G. or the present provision:

Except as regards the London, Brighton, and South Coast Railway Company, such of their claims as relate to the lands known as the Battersea lands, and such as are comprised in the claim filed with us by them called their claim (No. 2).

On the issue to the several persons and bodies entitled of arbitration stock as required by this provision, they shall give to the Company receipts in full in respect of their claims discharged under this provision, and such deeds, debentures, certificates, and other instruments made or issued by the Company in respect of those claims as are held by them respectively shall be delivered up to the Company and cancelled.

35. The Company shall discharge the liabilities described in Schedule H. to this award by appropriating, and, on demand, issuing and distributing, proportionately to and among the several holders for the time being of the debentures therein described, or their representatives, arbitration preference stock to the aggregate amount of those debentures, and also to the respective aggregate amounts of the arrears of interest and B. debenture stock therein also stated.

As from and after the 30th day of June 1870, interest shall cease to accrue on the debentures described in that schedule.

On the issue to the several persons and bodies entitled of arbitration stock as required by this provision, such debentures and such certificates for the B. debenture stock described in that schedule as are held by them respectively shall be delivered up to the Company and cancelled.

36. The Company shall appropriate, and, on demand, issue to the several persons and bodies named in Schedule J. to this award, or their representatives, arbitration preference stock to the respective amounts set opposite their names.

The appropriation of arbitration stock as required by this provision shall be in full satisfaction and discharge of the claims of those several persons and bodies against the Company arising before the passing of the Arbitration Act, except under any schedule to or provision of this award other than Schedule J. or the present provision.

On the issue to the several persons and bodies entitled of arbitration stock as required by this provision, they shall give to the Company receipts in full in respect of their claims discharged under this provision, and such deeds, debentures, certificates, or other instruments made or issued by the Company in

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respect of those claims as are held by them respectively shall be delivered up to the Company and cancelled.

37. The Company shall pay to the several persons and bodies named in Schedule K. to this award, or their representatives, the respective sums of money in that schedule set opposite their names, and shall appropriate, and, on demand, issue to the same persons and bodies, or their representatives, arbitration ordinary stock to the respective amounts therein also set opposite their names.

The payment of money and the appropriation of arbitration stock as required by this provision shall be in full satisfaction and discharge of the claims of those several persons and bodies against the Company arising before the passing of the Arbitration Act, except under any schedule to or provision of this award other than Schedule K. or the present provision.

On payment to the several persons and bodies entitled of the sums of money aforesaid, and the issue to them of arbitration stock as required by this provision, they shall give to the Company receipts in full in respect of their claims discharged under this provision, and such deeds, debentures, certificates, or other instruments made or issued by the Company in respect of those claims as are held by them respectively shall be delivered up to the Company and cancelled.

Cancellation of Parts of existing Share Capital.

38. The Company shall cancel the following portions of their existing share capital:

(1.) The sum of 154,000*l.* Victoria Station improvement stock, being the nominal amount of that stock above the sum of 366,000*l.* mentioned in Schedule D. to this award:

(2.) The whole of the City Lines share capital, except the shares described in the list referred to in Schedule L. to this award:

(3.) The sum of 700*l.* Dover five per cent. first preference stock, being in the hands of the Company:

(4.) The shares in the Eastern Section share capital.

Substitution for existing Preference Share Capital.

39. The Company shall appropriate, and, on demand, issue and distribute, proportionately to and among the several holders for the time being of the existing preference stock described in Part I. of Schedule M. to this award, or their representatives, arbitration preference stock to the aggregate amount of the existing preference stock therein described, and also to the aggregate amount of the arrears of dividend and unclaimed dividend on that existing preference stock therein stated.

The Company shall appropriate, and, on demand, issue and distribute, proportionately to and among the several holders for the time being of the existing preference stock and shares described in Parts II. and III. of the same schedule, or their representatives, arbitration preference stock and arbitration ordinary stock to the respective aggregate amounts in those parts set opposite the several sums of existing preference stock and shares therein described.

As from and after the 30th day of June 1870, all claim to dividend on the existing preference shares or stock described in that schedule shall cease.

On the issue of arbitration stock as required by this provision, the certificates for those existing preference shares and stock shall be delivered up to the Company and cancelled.

Substitution for existing Ordinary Share Capital.

40. The Company shall appropriate, and, on demand, issue and distribute, proportionately to and among the several holders for the time being of the existing ordinary stock described in Schedule N. to this award, or their representatives, arbitration ordinary stock to the aggregate amount of the existing ordinary stock therein described.

As from and after the 30th day of June 1870, all claim to dividend on the existing ordinary stock described in that schedule shall cease.

On the issue of arbitration stock as required by this provision, the certificates for that existing ordinary stock shall be delivered up to the Company and cancelled.

Interim Management of Company.

41. Until our final award takes effect, the powers and duties by this award conferred and imposed on the Company shall be exercised and discharged by the Board, as constituted by or under the Arrangement Act of 1867, subject and according to the provisions of that Act relative to the functions of the Board, and of general meetings of shareholders and mortgagees.

42. Until our final award takes effect, for the purposes of sections seven to seventeen (inclusive) of the Arrangement Act of 1867, holders of arbitration debenture stock shall be deemed mortgagees, and holders of arbitration preference stock and of arbitration ordinary stock shall be deemed shareholders, and the word "mortgage" in the said section seventeen shall be taken to include arbitration debenture stock.

Future Application of Net Revenue.

43. As from and after the 30th day of June 1870, the annual revenue of the Company, after proper provision for—

(1.) Working and incidental expenses of the undertaking, including the proper maintenance of the permanent way, rolling stock, and station and other buildings:

(2.) Passenger duty, and other taxes and rates and tithes:

(3.) The annual charges described in Schedule O. to this award—

shall, subject and according to the provisions of the enactments incorporated with this award, be applied by the Company in the manner and with the priorities following, and not otherwise,—

First, in payment of the interest on arbitration debenture stock:

Secondly, in payment of the preferential dividend on arbitration preference stock:

Thirdly, in payment of dividend on arbitration ordinary stock.

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44. Nothing in this award shall affect the heads of agreement between the Company and the London and South-western Railway Company, dated the 5th day of January 1865, scheduled to and confirmed by the Dover and South-western Companies Act, 1865.

Rolling Stock Deed.

45. The trustees of the deed known as the rolling stock deed, dated the 19th day of January 1867, shall, at the expense of the Company, reassign to the Company the property and effects comprised in or subject to the trusts of that deed, and the same, with the deed of the 30th day of June 1866, therein recited, shall be delivered up to the Company and cancelled.

Our order of the 4th day of August 1869, relative to the payment of a weekly rent in respect of the property and effects comprised in or subject to the trusts of the rolling stock deed, is hereby revoked as from and after the 30th day of June 1870, and any money paid under that order after that day shall be carried to the credit of the revenue of the Company for the half year beginning from that day.

The provision made by this award for payment of money and issue of arbitration stock, or for issue of arbitration stock, to parties entitled to the benefit of the trusts of that deed, shall be deemed to be in full satisfaction and discharge of their respective claims under that deed.

Stay of Suits and Actions.

46. The suits and proceedings in the Court of Chancery enumerated in Part I. of Schedule P. to this award, and the actions and proceedings at law enumerated in Part II. of the same schedule, shall be and the same are hereby absolutely stayed, but only as against the Company where so expressed in that schedule.

47. Nothing in this award shall affect the right of the Company, or of any person or body, to proceed in bankruptcy against Sir Samuel Morton Peto, Edward Ladd Betts, and Thomas Russell Crampton, or any or either of them, or to proceed in bankruptcy or otherwise against the assignees of them, or of any or of either of them, or to recover or receive any dividend paid in the bankruptcy of them, or of any or of either of them, in respect of any claim which as against the Company is provided for by this award.

Eastern Section.

48. The Company shall, with the best despatch, complete and open for traffic the Eastern Section from Nunhead to Blackheath Hill (Greenwich), expending thereon a further sum not exceeding 25,000*l.*

Crystal Palace, Kent Coast, and Sevenoaks Companies.

49. As from and after the 30th day of June 1870, the Crystal Palace, Kent Coast, and Sevenoaks Companies (in this award referred to as the three Companies) shall each be charged with the actual cost of the maintenance and working of their railway, taken or ascertained as in this award provided.

The traffic receipts accruing from the local traffic of the respective railways of the three Companies shall belong to the three Companies respectively.

The traffic receipts accruing from traffic passing to and from the railways of the three Companies respectively, from and to any portion of the system of the Company, shall be divided between the three Companies respectively and the Company according to mileage.

The actual cost of maintenance and working as aforesaid shall be deducted from the aggregate amount of the traffic receipts aforesaid to be allotted to the three Companies respectively, and the balance shall be paid to them respectively by the Company at the times and in the manner in this award provided.

Each of the three Companies shall be entitled to retain or have for their own use all net receipts from their undertaking other than traffic receipts.

50. The payments to be made by the Company to the three Companies respectively shall become due on the 31st day of December and the 30th day of June in every year.

The Company shall keep true and perfect accounts, with all proper details and vouchers, of all the traffic and maintenance and working expenses to which this award, as affecting the three Companies, relates, and of all other matters requisite for the purposes of this award as affecting the three Companies.

Those accounts and vouchers shall be open at all reasonable times to the inspection and transcription of the respective officers of the three Companies, and the Company shall afford them all proper facilities for the same.

The Company shall, within one month after the end of every half year, deliver to the three Companies respectively a full and true abstract of those accounts for the then last half year, containing all proper particulars.

The accounts for each half year shall be settled within six weeks after the end of the half year.

The balance payable to the three Companies respectively for each half year shall be paid to them by the Company within fourteen days after the settlement of the account.

If at any time any difference arises between any of those three Companies and the Company respecting anything contained in or omitted from any such account, or respecting the result of the account, the same shall by virtue of this award stand referred, in accordance with the Railway Companies (Arbitration) Act, 1859, to the determination of a competent and impartial person, to be appointed for the purpose by the president for the time being of the Institution of Civil Engineers, on the application of either party, and the reference shall proceed as if the parties had, independently of this award, referred the same to the arbitration, in accordance with that Act, of a single arbitrator.

51. Nothing in or done under this award shall prejudicially affect the interest (if any) to be determined by us of the three Companies respectively in any payment made or agreed to be made by Her Majesty's Postmaster General in respect of telegraphs.

52. Nothing in or done under this award shall prejudicially affect the rights or interests of Messrs. Spiers and Pond under any arrangement made by them with the Company respecting the use and occupation of a building at Margate belonging to the Kent Coast Company, and Messrs. Spiers and Pond shall be

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entitled as against the Kent Coast Company to hold that building as long as and on the same terms on which they would be entitled as against the Company to hold the same.

EXPENSES.

53. The expenses of the arbitration up to the date of this award, shown in a list signed by us, shall be paid by the Company.

APPLICATION OF CASH ASSETS.

54. The Company shall apply for the purposes of the directions of this award relative to—

The redemption of A. debenture stock, and payment of interest thereon:

The discharge of the liabilities comprised in Schedules C. and K. to this award:

The payment of the expenses of the arbitration as aforesaid—

the cash assets of the Company as existing on the 30th day of June 1870, and shall, by means of the residue thereof, execute the directions of this award relative to the completion and opening for traffic of the part of the Eastern Section aforesaid.

Dated this 18th day of August 1870.

(Signed) SALISBURY.
(Signed) CAIRNS.

E. TUCKER,
Secretary.

SCHEDULE A.—Uncompleted Land Purchases.

NAMES OF VENDORS.	Amount of Purchase Money or Compensation as awarded or agreed.		
	£	s.	d.
Adamson, George	1,250	0	0
Angell, Benedict John	158	8	9
Ashford, John, and others	359	0	0
Atkins, Charles	90	0	0
Batley, Wm. Fox	2,110	0	0
Bigge, Rev. Harry John			
Blackburn, Joshua	32	0	0
Bush, John	1,100	0	0
Caton, Thurston Bewley, and Leighton, Francis Knyvett			
Commissioners of H.M. Woods and Forests			
Court, Elizabeth	300	0	0
Crow, Catherine, and others			

Names of Vendors.	Amount of Purchase Money or Compensation as awarded or agreed.
	£ s. d.
Dickinson, Harvey, and Dickinson, Henry	14,000 0 0
Divers, Elizabeth Ann	552 2 0
Ecclesiastical Commissioners for England	49,310 5 10
Ecclesiastical Commissioners for England	7,080 14 0
Ecclesiastical Commissioners for England	7,000 0 0
Fletcher, Frances	187 0 0
Grant, Lady Lydia	380 0 0
Haberdashers' Company	
Hanbury, Daniel B., and others	
Hankey, Thomas, and others	779 0 0
Heriot, Robert	2,992 0 0
Higgins, Joseph	285 4 4
Holcombe, Chas. Thomas	214 0 0
Holland, Mary	
Hubbard, John	290 0 0
Lainson, Henry	525 0 0
London, Brighton, and South Coast Railway Company	
London, Corporation of, trustees of Bridge House estate	154 0 0
London, Corporation of	
Lloyd, John and Lucas, Thomas Evans Prestwood	35 0 0
Lowery, John	85 0 0
Loyd, Edward, and others	35,000 0 0
Marson, Thomas Frederic	2,100 0 0
Moore, John, and others	
Murray and Dean	
Olney, Harvey Allen	121 0 0
Parsons, James, and Potter, Charles Alfred	
Rice, Henry, and others	
Rickard, Richard, and Peake, William	1,457 0 0
Scott, Grace	700 0 0
Shelton, John Wade, and Miller, Lavinia	
South-eastern Railway Company	
Southwark and Vauxhall Water Company	
Stalman, Henry	429 0 0
St. Thomas's Hospital	
Sturdy, Daniel and William	4,237 18 6
Sturdy, Daniel and William	
Thompson, Henry	447 0 0
Thompson, Henry, and others	1,771 0 0
Tripp, George William, and Co.	5,500 0 0
West, Lieutenant-Colonel John Temple	595 12 10
West London Extension Railway Company	580 0 0
West London Wharves and Warehouses Company	1,118 0 0

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SCHEDULE B.—Mortgages of Superfluous Lands.

	£	s.	d.
City Lines lenders - - - - - -	149,490	16	3
Hills, Frank Clark - - - - - -	11,700	0	0
Imperial Mercantile Credit Association - - -	4,615	11	2
London, Brighton, and South Coast Railway Company -	1,115	0	0
London and South-western Railway Company - -	12,463	8	10
M'Kenzie, James Thompson - - - -	20,000	0	0

SCHEDULE C.—Payments in full.

PART I.

	Money. £	s.	d.
Crystal Palace Company - - - - - -	2,100	0	0
Kent Coast Company - - - - - -	22,000	0	0

PART II.

Messrs. Lucas, Brothers - - - - - -	£55,221 16 11

PART III.

Gloucester Wagon Company	Gloucester - - -	Not exceeding £66,649 0 11
Metropolitan Railway Carriage and Wagon Company	Birmingham - -	
Railway Rolling Stock Company - - -	Wolverhampton - -	
Bristol and South Wales Wagon Company -	Bristol - - -	
Brassey, Thos., and Co. -	Canada Works, Birkenhead -	
Neilson and Co. - -	Glasgow - - -	
Railway Carriage and Wagon Company - -	Oldbury Works, Birmingham	

PART IV.

JOHN TURNER.	£	s.	d.	£	s.	d.
1. Costs (party and party) of representatives of shareholders and stockholders in General Undertaking of attending by leave of Court proceedings in Gardner v. The Company -	427	4	11			
2. Costs (party and party) of same representatives of proceedings in Court of Chancery under Arrangement Act of 1867 - -	40	17	7			
				468	2	6

Walker and Martineau.	£	s.	d.	£	s.	d.	A.D. 1871.
1. Costs (party and party) of proceedings in Court of Chancery to which representatives of mortgagees of General Undertaking were parties as such - - - -	1,322	3	2				
2. Costs (party and party) of J. Gardner and C. P. Drawbridge, of Kent Coast Company v. The Company, as far as regards appeal to House of Lords - - - -	51	1	0				
3. Costs (party and party) of C. P. Drawbridge, of—							
(*a.*) Imperial Mercantile Credit Association v. The Company - -	57	4	4				
(*b.*) Cross suit thereto - - -	53	12	5				
(*c.*) Gardner v. Sharp - - -	266	1	6				
4. Costs (party and party) of J. Gardner, of Waterlow v. Sharp, and Gardner v. Sharp, and summons to vary certificate, including his costs of Gammon v. Sharp, and including all costs, charges, and expenses properly incurred by the receiver, and all costs incurred by J. Gardner in pursuance of any order of the court or direction of the judge in chambers made or given in the said causes either in opposing Bills in Parliament or otherwise, and such a sum as the taxing master thinks reasonable for the taxation by Mr. Arthur Walker of the several bills of costs of Messrs. Freshfields and Newman, in respect of which they claimed to be creditors entitled to the benefit of the indenture in question in the said causes, and costs of investigation of claims of the various creditors - - - - -	6,898	12	11				
				8,648	15	4	
Frere, Cholmeley, and Forster.							
1. Costs (party and party) of petition of J. M. Corrie, R. J. Venables, and B. J. L. Frere, presented on 15 February 1867, in Gardner v. The Company, and Drawbridge v. Th Company, and Waterlow v. Sharp, and Gardner v. Sharp, for the purpose of having the priority of the Western Extension rentcharge ascertained, which costs were allowed to them by the Vice-Chancellor Stuart - - - - -	182	14	5				
2. Costs (party and party) of same of appearing and prosecuting their claim on inquiries							

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	£	s.	d.	£	s.	d.
directed in Waterlow v. Sharp and Gardner v. Sharp, which costs were allowed to them by the Vice-Chancellor Stuart - -	109	1	3			
3. Costs (party and party) of same as defendants in Kent Coast Company v. The Company, as far as regards appeal to House of Lords	69	17	10			
4. Costs (party and party) of representatives of Western Extension undertaking on inquiries under Arrangement Act of 1867 - -	1,665	1	11			
5. Costs (party and party) of the said J. M. Corrie and others of attending Committees of both Houses of Parliament in session of 1867, in pursuance of an order made by the Vice-Chancellor Stuart on 20 June 1867, which costs were by the said order directed to be defrayed out of the funds of the Company - - - -	21	8	4			
				2,048	3	9
Harrison, Beal, and Harrison.						
1. Costs (party and party) of Lawrence Harrison of Kent Coast Company v. The Company, as far as regards appeal to House of Lords - - - - -	45	2	2			
2. Costs (party and party) of same of proceedings in Court of Chancery under priorities petition - - - - -	768	5	11			
				813	8	1
Tathams, Curling, and Walls.						
Costs (party and party) of representatives of B. and C. shareholders of Metropolitan Extensions of proceedings in Court of Chancery under priorities petition - - -	238	8	4			
				238	8	4
Shum and Crossman.						
1. Costs (party and party) of W. E. Essex and H. Brackenbury, as representatives of mortgagees City Lines, of Waterlow v. Sharp and Gardner v. Sharp - - -	45	4	2			
2. Costs (party and party) of same representatives of proceedings in Court of Chancery under priorities petition - - -	332	17	2			
				378	1	4
Janson, Cobb, and Pearson.						
1. Costs (party and party) of City Lines lenders of proceedings in Court of Chancery under priorities petition - - -	222	0	10			
2. Costs (party and party) of J. T. Mackenzie of same proceedings - - -	22	0	4			

	£ s. d.	£ s. d.	A.D. 1871.
3. Costs (party and party) of F. A. Hamilton, as representative of City Lines share and stockholders, of same proceedings - -	45 11 10		
		289 13 0	

F. Heritage.

1. Costs (party and party) of representatives of A. stock of Metropolitan Extensions of proceedings in Court of Chancery under priorities petition - - -	149 16 0	
2. Costs (party and party) of representatives of mortgagees, shareholders, and stockholders of Eastern Section of same proceedings -	117 3 10	
		266 19 10

Hollingsworth, Tyerman, and Green.

1. Costs (party and party) of representatives of common fund debenture holders as plaintiffs in Neave v. The Company - -	525 9 3	
2. Costs (party and party) of same parties of attending passing of receiver's accounts in Gardner v. The Company and Drawbridge v. The Company - - -	11 6 8	
3. Costs (party and party) of same parties as defendants in Kent Coast Company v. The Company, as far as regards appeal to House of Lords - - - -	122 10 3	
4. Costs (party and party) of same parties of proceedings in Court of Chancery under priorities petition - - -	173 7 0	
		832 13 2

Ravenscroft and Hills.

Costs (party and party) of representatives of holders of common fund stock of proceedings in Court of Chancery under priorities petition	157 8 7	
		157 8 7

Baxter, Rose, Norton, and Co.

Costs (party and party) of representatives of Victoria improvement debenture holders of proceedings in Court of Chancery under priorities petition - - - -	80 3 2	
		80 3 2

Merriman and Pike.

1. Costs (party and party) of plaintiffs in Waterlow v. Sharp - - -	533 9 3	
2. Costs (party and party) of same persons as defendants in Gardner v. Sharp - -		
3. Costs (party and party) of same persons as defendants in Gammon v. Sharp - -	8 19 8	

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	£ s. d.	£ s. d.
4. Costs (party and party) of representatives of general creditors of proceedings in Court of Chancery under priorities petition -	88 19 3	
		631 8 2

Lewis, Munns, Nunn, and Longden.

Costs (party and party) of J. Lewis and W. H. Bell, as representatives of a certain class of general creditors, of proceedings in Court of Chancery under priorities petition - -	95 6 10	
		95 6 10

Stevens, Wilkinson, and Harries.

1. Costs (party and party) of London and County Banking Company in Waterlow v. Sharp and Gardner v. Sharp on motion to vary certificate - - - - -	87 19 4	
2. Costs (party and party) of London and County Banking Company of proceedings in Court of Chancery under priorities petition - - - - -	22 16 0	
		110 15 4

Ashurst, Morris, and Co.

1. Costs (party and party) of Imperial Mercantile Credit Association: (*a.*) As plaintiffs in suit instituted by them in Court of Chancery against the Company and others, including the costs which by the order dated 26th January 1867 (whereby receivers were appointed in that suit), were ordered to be costs in the cause, and including also the costs of the receivers: (*b.*) As defendants in the cross suit thereto: (*c.*) As defendants in General Credit and Finance Company of London v. The Company - -	1,536 1 11	1,536 1 11
2. Costs (party and party) of J. C. P. Cunliffe, a defendant to the said three suits respectively, and of Messrs. Fielden, as defendants in the said suit of the association (being sub-mortgagees from the association) -	527 7 0	
3. Costs (party and party) of the association in Waterloo v. Sharp and Gardner v. Sharp -	39 5 0	
4. Costs (party and party) of the association of proceedings in the Court of Chancery under priorities petition - - -	18 9 6	
		2,121 3 5

FEW AND CO.

Costs, and costs, charges, and expenses of trustees of rolling stock deed, as follows:

(1.) Their costs as between solicitor and client of Waterloo v. Sharp and Gardner v. Sharp, including their costs of the plaintiff Gardner's application to vary general certificate:

(2.) Their costs, charges, and expenses properly incurred as such trustees, not being costs of those suits or of either of them, including their costs, charges, and expenses of the following:

(*a.*) Of and relating to the preparation and execution of the deed:

(*b.*) Of and relating to two petitions presented by the trustees on 23 January 1867, to the Lords Justices in Gardner v. The Company and Drawbridge v. The Company, which the trustees were advised to present, praying that on the Lords Justices discharging the receivers in the said suits as to the rolling stock, such rolling stock might be delivered to the trustees and not to the Company:

(*c.*) Of and relating to the preparation of a draft injunction bill against the sheriff in anticipation of his seizing the said property, as threatened by various creditors immediately upon the expected discharge of the receivers by the Lords Justices order:

(*d.*) Of and relating to actions at law against the Company, (namely,) Harrild v. The Company, Binks v. The Company, Bassett v. The Company, Griffith v. The Company, Gammon v. The Company, and Wales v. The Company, in all or some of which writs of fi. fa. had been issued, and under which the rolling stock was sought to be

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	£ s. d.	£ s. d.
taken, and the sheriff levied thereon, and in three of which orders for interpleader issues affecting the title of the trustees were made:		
(*e.*) Of and relating to a petition presented, and of a motion made by and on behalf of J. M. Corrie and others, claiming in respect of their interest in the Western Extension rentcharge:		
(*f.*) Of and relating to suit of Gammon v. Sharp, instituted against the trustees to set aside the deed:		
(*g.*) Of and relating to interlocutory applications to or proceedings in the Court of Chancery in Waterlow v. Sharp, Gardner v. Sharp, Gardner v. The Company, and Drawbridge v. The Company, or some of them, by persons not being parties to those causes to which applications and proceedings the trustees were made parties, but their costs of which would not be costs in the causes except by special order, the applicants not being parties to the causes -	1,273 19 10	
		1,273 19 10
JOHNSTON, FARQUHAR, AND LEECH. Costs (party and party) of Great Northern Railway Company of proceedings in the Court of Chancery under priorities petition - -	20 0 4	
		20 0 4
BAXTER, ROSE, NORTON, AND CO. 1. Costs (party and party) of General Credit and Discount Company as claimants in rolling stock suit - - - -	65 16 0	
2. Costs incurred by same Company in connexion with the Arbitration Act, in which proceeding they took part in bringing about the arrangements for the arbitration, and the chairman and directors of the London, Chatham, and Dover Railway Company engaged that the costs of the Credit Company in Parliament should be paid -	1,332 19 9	
		1,398 15 9

	£ s. d.	£ s. d.	A.D. 1871.
A. C. Cronin.			
Costs of E. B. Gammon, E. Gammon, and W. Gammon allowed in Court of Chancery on further consideration of rolling stock suits, but as between party and party only -	313 7 0		
		313 7 0	
Heather and Co.			
1. Costs of Charles Eastwood since order of 15 April 1869, referred to in case -	7 9 6		
2. Costs of C. S. A. Thellusson for letters and applications subsequent to agreement of 28 August 1867, referred to in case -	1 1 0		
		8 10 6	
G. H. Oliver.			
Costs claimed in case by J. Parsons and C. A. Potter against the Company - -	82 11 10		
		82 11 10	
Dale and Stretton.			
Costs (party and party) of W. E. Hilliard of Kent Coast Company v. The Company, as far as regards appeal to House of Lords - -	48 0 8		
		48 0 8	
J. and C. and W. Rogers.			
Costs (party and party) of Francis Vigers as defendant in Imperial Mercantile Credit Association v. The Company, and General Credit and Finance Company of London v. The Company, and the cross suit thereto -	260 0 4		
		260 0 4	
Maynard, Son, and Co.			
Costs (party and party) of William Ezekiel Johnson as defendant in The Company v. The Imperial Mercantile Credit Association -	154 5 7		
		154 5 7	
Baxter, Rose, Norton, and Co.			
Costs (party and party) of Philip Rose and Samuel Laing respectively as defendants in same suit	218 17 9		
		218 17 9	
Baxter, Rose, Norton, and Co.			
Costs of mortgagees and general creditors who petitioned against the Bill for the Arbitration Act as originally brought in by the promoters, and on whose petition additional provisions respecting the arbitration were conceded, which costs the Company promised to pay -	1,682 17 11		
		1,682 17 11	
Baxter, Rose, Norton, and Co.			
Costs of London, Brighton, and South Coast Railway Company of claim in Waterlow v. Sharp, as far as the same related to the sum of 13,050*l.* 14*s.* 1*d.*, under award of Mr. Forbes and Mr. Slight - - - -	3 1 8		
		3 1 8	

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SCHEDULE D.—Preferential Liabilities.

	Arbitration Debenture Stock.
Common Fund.	
Debentures	£248,883 0 0
Arrears of interest thereon at 4½ %, exclusive of amount of B. debenture stock and unclaimed interest before June 1866	50,377 0 0
B. debenture stock issued for arrears of interest	122 0 0
Stock	750,000 0 0
Arrears of interest thereon at 4½ %, and unclaimed interest before June 1866	151,892 0 0
Victoria Station Improvement.	
Debentures	172,813 0 0
Arrears of interest thereon at 4½ %, exclusive of amount of B. debenture stock	34,928 0 0
B. debenture stock issued for arrears of interest	74 0 0
Stock	366,000 0 0
Arrears of interest thereon at 4½ %	65,880 0 0
General Undertaking.	
Debentures existing on 31 December 1861, and still outstanding (according to list subjoined)	74,012 0 0
Arrears of interest thereon at 4½ %, exclusive of amount of B. debenture stock and unclaimed interest before June 1866	14,958 0 0
B. debenture stock issued for arrears of interest	74 0 0
Western Extension.	
Debentures	186,600 0 0
Arrears of interest thereon at 4½ %, and unclaimed interest before June 1866	37,792 0 0
Stock taken at 4½ %	640,000 0 0
Arrears of interest thereon at 4½ %, and unclaimed interest before June 1866	122,478 0 0

LIST REFERRED TO IN SCHEDULE D.

Act, 1853—

No. of Debenture.	Amount. £	s.	d.
19	500	0	0
20	500	0	0
21	500	0	0
22	500	0	0
23	500	0	0
24	500	0	0
25	500	0	0
26	500	0	0
53	1,000	0	0
58	1,000	0	0
60	2,000	0	0
61	2,000	0	0
62	400	0	0

	Amount.		
	£	s.	d.
Act, 1853—*continued.*			
No. of Debenture.			
63	300	0	0
64	12	3	3
65	1,200	0	0
66	1,000	0	0
67	2,000	0	0
68	300	0	0
138	1,000	0	0
139	1,000	0	0
143	500	0	0
144	500	0	0
187	200	0	0
188	200	0	0
189	100	0	0
202	1,000	0	0
221	700	0	0
249	500	0	0
250	500	0	0
268	500	0	0
269	500	0	0
275	400	0	0
290	400	0	0
291	400	0	0
292	400	0	0
314	500	0	0
315	500	0	0
351	200	0	0
365	100	0	0
Act, 1855—			
D. E. 79	1,000	0	0
D. E. 80	1,000	0	0
D. E. 172	200	0	0
D. E. 173	200	0	0
D. E. 174	200	0	0
D. E. 179	1,000	0	0
D. E. 186	600	0	0
D. E. 187	400	0	0
M. L. 195	1,000	0	0
M. L. 196	1,000	0	0
Act, 1853 and 1855—			
M. L. 199	1,000	0	0
„ 200	1,000	0	0
„ 201	1,300	0	0
„ 202	200	0	0
„ 203	1,000	0	0
„ 204	800	0	0
„ 206	1,000	0	0
„ 219	100	0	0
„ 255	135	0	0
„ 336	500	0	0

A.D. 1871.	No. of Debenture.	Amount. £	s.	d.
	Act, 1860—			
	60/35	1,000	0	0
	60/95	350	0	0
	60/162	100	0	0
	Act, 1861, Various Powers—			
	7	400	0	0
	9	1,000	0	0
	10	600	0	0
	12	600	0	0
	13	300	0	0
	14	2,000	0	0
	17	1,000	0	0
	19	100	0	0
	20	1,000	0	0
	23	200	0	0
	26	500	0	0
	34	300	0	0
	35	2,000	0	0
	36	2,000	0	0
	37	2,000	0	0
	38	2,000	0	0
	39	2,000	0	0
	40	2,000	0	0
	41	2,313	17	7
	44	1,000	0	0
	45	1,000	0	0
	48	1,000	0	0
	49	1,000	0	0
	54	400	0	0
	55	400	0	0
	56	600	0	0
	63	100	0	0
	64	100	0	0
	65	100	0	0
	67	100	0	0
	68	100	0	0
	69	100	0	0
	70	100	0	0
	72	100	0	0
	74	1,000	0	0
	75	1,000	0	0
	77	800	0	0
	111	1,000	0	0
	112	1,000	0	0
	113	200	0	0
	114	100	0	0

Schedule E.—Debentures.

General Undertaking.

——	Existing Amount.	Arbitration Debenture Stock. (10*s.* 8*d.* in the pound.)	Arbitration Preference Stock. (7*s.* 0*d.* in the pound.)	Arbitration Ordinary Stock. (2*s.* 4*d.* in the pound.)
	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*
Debentures, other than those comprised in Schedule D.	1,353,119 10 0	721,664 0 0	473,592 0 0	157,864 0 0
Arrears of interest thereon at 4½ %, exclusive of amount of B. debenture stock - - -	272,063 6 4	145,100 0 0	95,222 0 0	31,741 0 0
Unclaimed before June 1866 - -	313 5 2	167 0 0	110 0 0	36 0 0
B. debenture stock issued for arrears of interest -	1,943 7 5	1,036 0 0	680 0 0	227 0 0
	1,627,439 8 11	867,967 0 0	569,604 0 0	189,868 0 0

Metropolitan Extensions.

——	——	(8*s.* in the pound.)	(6*s.* in the pound.)	(6*s.* in the pound.)
	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*
Debentures - - -	1,441,745 5 0	576,698 0 0	432,524 0 0	432,523 0 0
Arrears of interest thereon at 4½ %, exclusive of amount of B. debenture stock - - -	290,153 17 4	116,062 0 0	87,046 0 0	87,046 0 0
B. debenture stock issued for arrears of interest -	1,968 4 6	787 0 0	590 0 0	591 0 0
	1,733,867 6 10	693,547 0 0	520,160 0 0	520,160 0 0

City Lines.

——	——	(8*s.* 4*d.* in the pound.)	(5*s.* 10*d.* in the pound.)	(5*s.* 10*d.* in the pound.)
	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*	£ *s.* *d.*
Debentures - - -	332,678 13 2	138,616 0 0	97,031 0 0	97,032 0 0
Arrears of interest thereon at 4½ %, exclusive of amount of B. debenture stock - - -	67,258 1 2	28,024 0 0	19,617 0 0	19,617 0 0
B. debenture stock issued for arrears of interest	169 12 6	71 0 0	50 0 0	49 0 0
	400,106 6 10	166,711 0 0	116,698 0 0	116,698 0 0

SCHEDULE F.—Great Northern Contribution.

——	Arbitration Debenture Stock.	Arbitration Preference Stock.	Arbitration Ordinary Stock.
	£ s. d.	£ s. d.	£ s. d.
Great Northern Railway Company contribution - - -	115,984 0 0	40,959 0 0	103,538 0 0

SCHEDULE G.—General Creditors in respect of several Sections.

PART I.

General Undertaking.

——	——	Arbitration Debenture Stock.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Boyce, Chas. - -	Dover - - - -	30 0 0	45 0 0
De Bergue, C. - -	10, Strand, London - -	44 0 0	66 0 0
Fenn, T., and others, assignees of T. R. Crampton.	12, Great George Street, Westminster.	1,801 0 0	2,702 0 0
Griffin, G. F. - -	19, Great George Street, Westminster.	51 0 0	76 0 0
Kelk, John - - -	Belvedere Road, Lambeth, London.	584 0 0	877 0 0
Lucas, Brothers - -	5, Great George Street, Westminster.	4,098 0 0	6,146 0 0
Rodocanachi and Co. -	27, Finsbury Circus, London -	5,280 0 0	7,920 0 0
Saxby and Farmer - -	Kilburn - - - - -	35 0 0	53 0 0
Stevens and Son - -	19, Southwark Bridge Road, London.	998 0 0	1,496 0 0
	Metropolitan Extensions.		
De Bergue, C. - -	10, Strand, London - -	85 0 0	198 0 0
Griffin, G. F. - -	19, Great George Street, Westminster.	97 0 0	226 0 0
Kelk, John - - -	Belvedere Road, Lambeth, London.	1,121 0 0	2,616 0 0
Lucas, Brothers - -	5, Great George Street, Westminster.	7,863 0 0	18,347 0 0
Saxby and Farmer - -	Kilburn - - - - -	67 0 0	157 0 0
Stevens and Son - -	19, Southwark Bridge Road, London.	1,398 0 0	3,261 0 0
	City Lines.		
De Bergue, C. - -	10, Strand, London - -	27 0 0	61 0 0
Griffin, G. F. - -	19, Great George Street, Westminster.	31 0 0	70 0 0
Kelk, John - - -	Belvedere Road, Lambeth, London.	353 0 0	808 0 0

—	—	Arbitration Debenture Stock.			Arbitration Ordinary Stock.		
		£	*s.*	*d.*	£	*s.*	*d.*
Lucas, Brothers - -	5, Great George Street, Westminster.	2,789	0	0	6,380	0	0
Stevens and Son - -	19, Southwark Bridge Road, London.	592	0	0	1,355	0	0
Saxby and Farmer - -	Kilburn - - - -	21	0	0	48	0	0

Part II.

General Undertaking.

Ashenden, Thomas - -	23, St. George's Terrace, Canterbury.	5	0	0	7	0	0
Banks and Barry - -	1, Westminster Chambers, Victoria Street, London.	11	0	0	16	0	0
Barnard, Charles, and others -	25, Holloway Place, Holloway Road, London.	89	0	0	134	0	0
Beard, Frederick - -	Horton, near Canterbury -	6	0	0	9	0	0
Bircham, Dalrymple, and Drake.	46, Parliament Street, London -	50	0	0	75	0	0
Cubitt, Joseph - -	37, Great George Street, Westminster.	480	0	0	720	0	0
Clark and Lye - -	5, Lancaster Place, Strand, London.	140	0	0	209	0	0
Cator, Albemarle -	Woodbastwick Hall, Norwich -	45	0	0	68	0	0
Clifton, Edward Norton -	7, East India Avenue, Leadenhall Street, London.	27	0	0	40	0	0
Christ's Hospital, Governors of.	London - - - -	24	0	0	36	0	0
Chinnock and Galsworthy -	11, Waterloo Place, Pall Mall, London.	46	0	0	69	0	0
Driver and Bowyer - -	4, Whitehall, Westminster -	21	0	0	32	0	0
Dean and Chapter of Canterbury.	- - - - -	21	0	0	31	0	0
Fox and Son - -	8, New Street, Spring Gardens, London.	1,255	0	0	1,882	0	0
Freshfields and Newman -	Bank Buildings, London -	5,647	0	0	8,470	0	0
Fowler, John - -	2, Queen Square, Westminster -	47	0	0	70	0	0
Haywood, William - -	Guildhall, London - -	21	0	0	31	0	0
Hunt, Henry Arthur - -	4, Parliament Street, Westminster.	87	0	0	131	0	0
Hammack, Henry Lawrence -	59, Bishopsgate Street, London -	27	0	0	40	0	0
Jackson, Mary Ann - -	8, St. George's Road, Pimlico, London.	46	0	0	69	0	0
Knocker, E. and W. - -	Dover - - - -	67	0	0	100	0	0
Lee, Charles - - -	Whitehall Place, London -	58	0	0	87	0	0
Lester, Charles, and others -	Rochester, Kent - - -	26	0	0	38	0	0
Mansell, Edward, per James T. Snell.	85, Cheapside, London - -	414	0	0	621	0	0
Neame, Frederick - -	Macknade, Faversham, Kent -	11	0	0	16	0	0
Penfold, John W. - -	17, Parliament Street, Westminster.	11	0	0	16	0	0
Pownall, George - -	5, Westminster Chambers, Victoria Street, London.	38	0	0	57	0	0
Ridley, Samuel - -	155, North Street, Brighton -	12	0	0	18	0	0
Ryde, Edward - -	17, Parliament Street, Westminster.	165	0	0	247	0	0

—	—	Arbitration Debenture Stock.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Rees, Rowland - -	Dover - - - -	86 0 0	130 0 0
Salmon, Clara, and others -	Woodfield Cedars, Amberley, Droitwich.	21 0 0	32 0 0
Sharp, Frederick Inman -	16, Abchurch Lane, London -	11 0 0	17 0 0
Smith, Son, and Oakley -	10, Waterloo Place, Pall Mall, London.	516 0 0	773 0 0
Searle, Astley - - -	2, Bond Court, Wallbrook, London.	14 0 0	21 0 0
Shaw, John - - -	Christ's Hospital, London -	37 0 0	55 0 0
St. Michael, Chester Square, incumbent of.	London - - - -	3 0 0	4 0 0
Turner, Frederick Thomas -	15, Parliament Street, London -	118 0 0	177 0 0
Tamplin and Taylor - -	159, Fenchurch Street, London -	19 0 0	28 0 0
Trist, George - -	62, Old Broad Street, London -	10 0 0	16 0 0
Vigers, F. and R. - -	3, Frederic's Place, Old Jewry, London.	673 0 0	1,009 0 0
Wilkinson, P. R. and W. -	Brighton - - -	14 0 0	21 0 0
Worsfold, James - -	Dover - - - -	4 0 0	6 0 0
White, Borrett, and White -	6, Whitehall Place, London -	28 0 0	42 0 0
Waller, Robert John -	10, Belgrave Road, Pimlico, London.	102 0 0	153 0 0
Wood, J. R. - - -	61, Lincoln's Inn Fields - -	52 0 0	79 0 0
	Metropolitan Extensions.		
Brandon, Thomas - -	139 and 140, Oxford Street, London.	12 0 0	28 0 0
Brandon, Thomas, and Henry Parker, the younger.	17, Bedford Row, London - -	4 0 0	10 0 0
Bircham, Dalrymple, and Drake	46, Parliament Street, London -	30 0 0	70 0 0
Banks and Barry - -	1, Westminster Chambers, Victoria Street, London.	11 0 0	27 0 0
Blake, William John -	Croydon, Surrey - -	3 0 0	8 0 0
Bew, Thomas, and others -	Chiselhurst, Kent - -	15 0 0	34 0 0
Bignold, Sir Samuel, and others.	Norwich - - -	8 0 0	18 0 0
Blunt, John, Weeks, William	Ipplepen, Devon - -	19 0 0	45 0 0
Bevan, John - - -	80, Walworth Road, London -	110 0 0	210 0 0
Bilke, trustees of - -	Care of Messrs. Tuke and Valpy, 17, Lincoln's Inn Fields, London.	214 0 0	500 0 0
Cubitt, Joseph, and F. T. Turner.	Westminster - - -	92 0 0	216 0 0
Cumner, Harriet Louisa -	High Street, Southwark, London	6 0 0	13 0 0
Chambers, George Henry -	1, Bowyer Terrace, Clapham, London.	6 0 0	14 0 0
Cubitt, Joseph - -	37, Great George Street, Westminster.	1,905 0 0	4,444 0 0
Chinnock and Galsworthy -	11, Waterloo Place, Pall Mall, London.	442 0 0	1,031 0 0
Clark and Lye - -	5, Lancaster Place, Strand, London.	353 0 0	823 0 0
Clifton, Edward Norton -	7, East India Avenue, Leadenhall Street, London.	23 0 0	53 0 0
Coleman, Turquand, Youngs, and Co.	16, Tokenhouse Yard, London -	28 0 0	65 0 0

—	—	Arbitration Debenture Stock.			Arbitration Ordinary Stock.		
		£	*s.*	*d.*	£	*s.*	*d.*
Driver and Bowyer - -	4, Whitehall, Westminster -	17	0	0	39	0	0
Eiloart, Ferdinand - -	40, Chancery Lane, London -	26	0	0	60	0	0
Eastwood, Charles - -	Care of Heather and Son, Paternoster Row, London.	141	0	0	329	0	0
Evans, Henry - -	2, Bellevue Villas, Charlwood Road, Putney.	32	0	0	76	0	0
Freshfields and Newman -	Bank Buildings, London -	3,284	0	0	7,663	0	0
Fox and Son - -	8, New Street, Spring Gardens, London.	2,378	0	0	5,548	0	0
Fowler, John - -	2, Queen's Square, Westminster	90	0	0	209	0	0
Garland, William - -	Camberwell Road, London, builder	20	0	0	46	0	0
Gammon, E. B., and Co. -	Edward Street, York Road, Lambeth, London.	2,383	0	0	5,561	0	0
Glover, James - -	Longton, Staffordshire - -	9	0	0	21	0	0
Hammack, Henry Lawrence -	59, Bishopsgate Street, London -	181	0	0	421	0	0
Haywood, William - -	Guildhall, London - -	17	0	0	40	0	0
Hood, Robert Jacomb -	6, Little George Street, Westminster.	16	0	0	38	0	0
Horsey, Thomas - -	13, Billiter Street, London -	61	0	0	141	0	0
Hunt, Henry Arthur -	4, Parliament Street, Westminster.	153	0	0	358	0	0
Hooper, William - -	Halnaker Lodge, Brixton -	8	0	0	19	0	0
Higgins, James and Frederick	The Nursery, Brixton Rise -	44	0	0	103	0	0
Jackson, Mary Ann - -	8, St. George's Road, Pimlico, London.	89	0	0	207	0	0
Lepard, John Thomas -	10, John Street, Adelphi, London	6	0	0	15	0	0
Lee, Charles - -	Whitehall Place, London -	318	0	0	741	0	0
Mansell, Edward, per James T. Snell.	85, Cheapside, London - -	18	0	0	41	0	0
Massey, John - -	5, Gray's Inn Square, London -	80	0	0	0	0	0
Peebles, Adam, and others -	Care of Messrs. Torre and Co., 38, Bedford Row, London.	14	0	0	33	0	0
Pennington, William, and others.	Thickthorn, Warwick - -	30	0	0	70	0	0
Penfold, John Wornham -	17, Parliament Street, Westminster.	7	0	0	15	0	0
Pownall, George - -	5, Westminster Chambers, Victoria Street, Westminster.	205	0	0	478	0	0
Ridley, Samuel - -	155, North Street, Brighton -	7	0	0	17	0	0
Ryde, Edward - -	17, Parliament Street, Westminster.	141	0	0	330	0	0
Rowley, John James Bate, and others.	- - - - -	65	0	0	153	0	0
Searle, Astley - -	2, Bond Court, Wallbrook, London.	134	0	0	313	0	0
Shaw, John - -	Christ's Hospital, London -	113	0	0	264	0	0
Simpson, Thomas Bartlett -	The Boltons, Brompton, London	6	0	0	15	0	0
Smith, Son, and Oakley -	10, Waterloo Place, Pall Mall, London.	91	0	0	213	0	0
Smith and Williams - -	Frederick's Place, Old Jewry -	3	0	0	6	0	0
St. Quintin, P. - -	27, Royal Exchange, London -	8	0	0	18	0	0
St. Michael, Chester Square, incumbent of.	London - - -	5	0	0	11	0	0
Trist, George - -	62, Old Broad Street, London -	66	0	0	153	0	0
Triphook, William - -	White Hart Tavern, Walworth Road, London.	55	0	0	128	0	0

—	—	Arbitration Debenture Stock.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Tilke, Joel and Sarah -	Tottenham - - -	16 0 0	37 0 0
Turner, F. T. - -	15, Parliament Street, Westminster.	2,427 0 0	5,663 0 0
Vigers, F. and R. - -	5, Frederick Place, Old Jewry, London.	2,617 0 0	6,107 0 0
Walker, Robert - -	10, King's Arms Yard, Moorgate Street, London.	17 0 0	39 0 0
Walters and Lovejoy -	25, Chancery Lane, London -	74 0 0	173 0 0
Wilkinson, P. R. and W. -	Brighton, surveyors - -	8 0 0	20 0 0
Wills, Drucilla, and others -	78, Southampton Row, Bloomsbury, London.	14 0 0	33 0 0
Weeks, William - -	Ipplepen, Devon - -	36 0 0	83 0 0
Ware, George - -	33, Blackman Street, Southwark, London.	13 0 0	31 0 0
Waterfall, Charles - -	47, Newington Causeway, London.	69 0 0	161 0 0
Waller, Robert John -	10, Belgrave Road, Pimlico -	196 0 0	458 0 0
	City Lines.		
Borman, Josiah - -	72, Shoe Lane, London - -	63 0 0	144 0 0
Bircham, Dalrymple, and Drake.	46, Parliament Street, Westminster.	8 0 0	17 0 0
Brewer, Eleanor - -	11, Place de la Mare, Caen, France.	25 0 0	56 0 0
Chinnock and Galsworthy -	11, Waterloo Place, Pall Mall, London.	407 0 0	930 0 0
Clark and Lye - -	5, Lancaster Place, Strand, London.	435 0 0	995 0 0
Clifton, Edward Norton -	7, East India Avenue, Leadenhall Street, London.	37 0 0	85 0 0
Coleman, Turquand, Youngs, and Co.	16, Tokenhouse Yard, London -	350 0 0	800 0 0
Cubitt and Turner - -	Great George Street, Westminster.	64 0 0	145 0 0
Cubitt, Joseph - -	37, Great George Street, Westminster.	1,141 0 0	2,610 0 0
Driver and Bowyer - -	4, Whitehall, Westminster -	3 0 0	7 0 0
Eiloart, Ferdinand - -	40, Chancery Lane, London -	107 0 0	246 0 0
Fowler, John - -	2, Queen's Square Place, Westminster.	92 0 0	211 0 0
Ford, John - - -	Snow Hill, London - -	45 0 0	104 0 0
Freshfields and Newman -	Bank Buildings, London -	4,817 0 0	11,021 0 0
Fox and Son - -	8, New Street, Spring Gardens, London.	637 0 0	1,457 0 0
Gilbertson, Elizabeth S., and others.	13, Bloomsbury Square, London	996 0 0	2,279 0 0
Harrild and Son - -	25, Farringdon Street, London -	299 0 0	683 0 0
Hall, James Edward -	26, Avenue Road, Regent's Park, London.	54 0 0	123 0 0
Hall, Mary, and others -	Great Corby, Cumberland -	98 0 0	225 0 0
Hammack, Henry Lawrence -	59, Bishopsgate Street, London	35 0 0	81 0 0
Haywood, William - -	Guildhall, London - -	37 0 0	84 0 0
Hunt, Henry Arthur -	4, Parliament Street, Westminster.	425 0 0	971 0 0
Jesus College - -	Cambridge - - -	11 0 0	25 0 0

—	—	Arbitration Debenture Stock.			Arbitration Ordinary Stock.		
		£	s.	d.	£	s.	d.
Jackson, Mary Ann - -	8, St. George's Road, Pimlico, London.	28	0	0	64	0	0
King, Jemima Sarah -	North Court, Abingdon, Berks -	10	0	0	22	0	0
Lee, Charles - - -	Whitehall Place, London -	252	0	0	577	0	0
Mansell, Edward, per James Thomas Snell	85, Cheapside, London - -	4	0	0	10	0	0
Miller and Smith - -	48, Watling Street, London -	36	0	0	82	0	0
Midwinter, Messrs. - -	Care of Messrs. Green and Son, St. Michael's Alley, Cornhill, London.	28	0	0	65	0	0
Penfold, J. W. - -	17, Parliament Street, Westminster.	2	0	0	4	0	0
Pownall, George - -	5, Westminster Chambers, Victoria Street, Westminster.	265	0	0	606	0	0
Ridley, Samuel - -	155, North Street, Brighton -	2	0	0	4	0	0
Ryde, Edward - -	17, Parliament Street, Westminster.	43	0	0	97	0	0
Routledge, Warne, and Routledge.	Broadway, Ludgate Hill, London	30	0	0	68	0	0
Sadler, Samuel - -	79, Snow Hill, London - -	94	0	0	214	0	0
Searle, Astley - -	2, Bond Court, Wallbrook, London.	198	0	0	453	0	0
Shaw, John - - -	Christ's Hospital, London -	172	0	0	393	0	0
Stent, William Jervis, and others.	Warminster, Wilts - -	33	0	0	76	0	0
St. Michael's, Chester Square, incumbent of.	London - - - -	2	0	0	4	0	0
Trist, George - -	62, Old Broad Street, London -	269	0	0	615	0	0
Turner, Frederick Thomas -	15, Parliament Street, Westminster.	1,080	0	0	2,471	0	0
Vigers, Francis and Robert -	3, Frederick's Place, Old Jewry, London.	4,958	0	0	11,343	0	0
Walker, Robert - -	10, King's Arms Yard, Moorgate Street, London.	2	0	0	5	0	0
Walters and Lovejoy -	25, Chancery Lane, London -	128	0	0	293	0	0
Woodhatch, Richard - -	Care of Messrs. Bennett and Stark, 4, Furnival's Inn, London.	22	0	0	50	0	0
Wilkinson, P. R. and W. -	Brighton - - - -	2	0	0	5	0	0
Waller, Robert John - -	10, Belgrave Road, Pimlico, London.	62	0	0	141	0	0

Part III.

General Undertaking.

Dover Harbour Board - - - - - -	4,000	0	0	6,000	0	0
Kent Coal Company - - - - - -	1,716	0	0	2,573	0	0
London, Brighton, and South Coast Railway Company - -	9,992	0	0	14,988	0	0
London and County Bank - - - - -	28,859	0	0	43,288	0	0

Metropolitan Extensions.

London, Brighton, and South Coast Railway Company - -	968	0	0	2,259	0	0
General Credit and Discount Company - - -	48,000	0	0	112,000	0	0

—	Arbitration Debenture Stock.			Arbitration Ordinary Stock.		
City Lines.						
	£	*s.*	*d.*	£	*s.*	*d.*
London, Brighton, and South Coast Railway Company - -	165	0	0	378	0	0
Imperial Mercantile Credit Association - - -	38,933	0	0	89,067	0	0
Union Bank - - - - - - -	26,462	0	0	60,538	0	0

SCHEDULE H.—Eastern Section Debentures.

—	Arbitration Preference Stock.		
	£	*s.*	*d.*
Eastern Section debentures - - - - - - -	356,300	0	0
Arrears of interest thereon, at 4½ °/₀, exclusive of amount of B. debenture stock.	56,493	0	0
B. debenture stock issued for arrears of interest - - - -	15,658	0	0

SCHEDULE J.—Eastern Section Creditors.

—	—	Arbitration Preference Stock.		
		£	*s.*	*d.*
Banks and Barry - -	1, Westminster Chambers, Victoria Street, Westminster.	112	0	0
Blissett, the Rev. George, and another.	Wells, Somerset - - - -	86	0	0
Clark and Lye - -	5, Lancaster Place, Strand, London - -	171	0	0
Coleman, Turquand, Youngs, and Co.	16, Tokenhouse Yard, London - - -	76	0	0
Cousins, Catherine - -	Care of Mr. E. G. R. Robertson, 46, Chancery Lane, London.	55	0	0
Drake, William Wickham -	Breakspears, near Uxbridge - - -	1,332	0	0
Fawcett, Mary, and others -	Care of Mr. E. G. R. Robertson, 46, Chancery Lane, London.	13	0	0
Freshfields and Newman -	Bank Buildings, London - - -	4,238	0	0
Hunt, Henry Arthur -	4, Parliament Street, Westminster - -	97	0	0
Lambert, Edward, deceased, the executors of, and others.	Deptford, Kent - - - - -	176	0	0
Lee, Charles - - -	Whitehall Place, London - - -	96	0	0
Myatt, William - -	Manor Farm, Deptford, Kent - - -	12	0	0
Pownall, George - -	5, Westminster Chambers, Victoria Street, Westminster.	66	0	0
Searle, Astley - -	2, Bond Court, Wallbrook, London - -	12	0	0
Sutton, John, deceased, the trustees of.	Lee, Kent - - - - -	37	0	0
Turner, Frederick Thomas -	15, Parliament Street, Westminster - -	1,492	0	0
Vigers, Francis and Robert -	3, Frederick's Place, Old Jewry, London -	2,644	0	0
Walker, Robert - -	10, King's Yard Arms, Moorgate Street, London	51	0	0
Walters and Lovejoy -	25, Chancery Lane, London - - - -	29	0	0

Schedule K.—General Creditors in respect of General Undertaking.

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Aberdare Iron Co. - -	Aberdare, Glamorganshire -	246 6 0	333 0 0
Adams, William Bridges -	Blackheath - - -	85 0 0	115 0 0
Aldridge, William - -	Rochester, plumber and glazier -	246 15 4	334 0 0
Allright, George - -	Lord Nelson Inn, Queen Street, Ramsgate.	3 16 4	0 0 0
Artificial Leather Co., Limited.	62, Cannon Street, London -	2 17 8	0 0 0
Ashton, John - -	Sevenoaks, veterinary surgeon -	1 3 11	0 0 0
Atkins, Thomas - -	Regent's Park Basin, London, timber merchant.	32 9 7	44 0 0
Austin, John - -	4, Flask Row, Pimlico, London -	36 13 1	50 0 0
Aveling and Porter - -	Rochester, Kent - -	15 17 5	21 0 0
Ayers, Richard - -	Priory Street, Dover - -	3 6 5	0 0 0
Bannister, Emily - -	2, Crescent Place, Clapham -	1 11 7	0 0 0
Barker, Charles, and Sons -	Birchin Lane, London - -	765 17 10	1,036 0 0
Barber, Harry - -	1, Exeter Street, Strand, London	8 11 1	12 0 0
Barber, Brothers, and Co. -	7, Cowper's Court, Cornhill, London.	2 18 6	0 0 0
Barningham, William -	Pendleton Ironworks, Manchester.	95 12 6	129 0 0
Barwick, William - -	Sanitary Lime Works, St. Peters, Thanet.	1 7 6	0 0 0
Barnes, Osmond - -	Brick and Lime Works, Preston, Faversham.	4 2 7	0 0 0
Bell's Life in London -	170, Strand, London - -	0 15 3	0 0 0
Bennett, John Edward, and Bennett, John.	King's Arms Wharf, Belvedere Road, Lambeth, London.	77 10 7	105 0 0
Bennett, Charles Marriatt -	Ramsgate, Kent - -	2 12 2	0 0 0
Berry, Zephania Deacon -	3, Victoria Road, Pimlico, London.	0 10 1	0 0 0
Bentley, William - -	Margate, Kent, veterinary surgeon.	5 10 6	0 0 0
Bevington and Sons - -	85, Cannon Street, London -	38 0 3	51 0 0
Binks, Joseph Rose, Binks, Jabez, and Binks, William.	Strafford Street, Millwall -	19 13 6	27 0 0
Blackburn, William Solly -	Broadstairs, Kent, builder -	8 0 1	11 0 0
Blackburn, Bewicke -	1, York Buildings, Adelphi, London.	28 8 8	38 0 0
Blyth and Sons - -	4, Chiswell Street, London -	4 13 3	0 0 0
Boden, William John -	117 and 118, Waterloo Road, London.	30 11 9	41 0 0
Bolitho, Thomas and William	5, Philpot Lane, London -	26 13 10	36 0 0
Bond, Charles Acton -	1, Providence Terrace, Chelsea, London.	2 5 9	0 0 0
Bennett, Elias, bankrupt, the assignees of the estate of.	Sittingbourne, builder - -	7 15 1	0 0 0
Bonnewell and Co. - -	85, Holborn Hill, London -	10 18 3	15 0 0
Boreham, Andrew Charles -	60, South Castle Street, Liverpool.	30 14 10	42 0 0
Bowyer, Samuel and Henry -	58, Old Corn Exchange, London	502 13 4	680 0 0
Bradshaw and Blacklock -	106, Cross Street, Manchester -	24 4 6	33 0 0
Brassey, Thomas, and Co. -	Canada Works, Birkenhead -	45 18 0	62 0 0
Breeze, James - -	Chatham, Kent, saddler -	3 9 2	0 0 0
Breton, Walter - -	137, Cannon Street, London -	1 12 5	0 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Briggs, Henry Robert, and Henry.	George Yard, Upper Thames Street, London.	740 3 8	1,001 0 0
British Plate Glass Co. Works	1, Albion Place, Blackfriars, London.	150 4 4	203 0 0
Brogden, John, and Sons -	28, Martin's Lane, Cannon Street, London.	120 16 4	163 0 0
Brown, John - -	Sittingbourne, Kent - -	0 10 8	0 0 0
Brown, George - -	27, Edward Street, Portman Square, London.	114 3 2	154 0 0
Buck, George - -	245 and 247, Tottenham Court Road, London.	1 0 5	0 0 0
Briggs, Thomas - -	Milton, Sittingbourne, Kent, timber merchant.	2 13 0	0 0 0
Burt, H. P., and Co. -	39A, King William Street, London.	946 2 5	1,280 0 0
Burnett and Co. - -	90, Cannon Street, London -	7 15 9	11 0 0
Bunning and Grindley, per Charles Ingall, liquidator.	17, Gracechurch Street, London	8 3 7	11 0 0
Carey, George - -	Tunbridge Wells, Kent, timber merchant.	28 13 9	39 0 0
Catt and Son - -	Railway Street, Chatham -	3 19 5	0 0 0
Cammell, Charles, and Co., Limited.	Cyclops Works, Sheffield -	1,159 5 11	1,568 0 0
Caslon, Henry William -	22, Chiswell Street, Finsbury, London.	101 13 3	138 0 0
Cavel, George - -	56, Newington Causeway, London.	7 3 3	0 0 0
Chaplin and Horne - -	Hambro' Wharf, Thames Street, London.	27 13 6	37 0 0
Chubb and Son - -	57, St. Paul's Churchyard, London.	2 18 1	0 0 0
City Press Newspaper -	117 and 119, Aldersgate Street, London.	5 6 4	0 0 0
Claringbould, William -	Adisham, Kent, innkeeper -	1 16 11	0 0 0
Clements, Richard Martin -	Castle Street, Dover - -	15 18 9	22 0 0
Clark, John - - -	Union Cottage, Union Street, Clapham, Surrey.	21 10 4	29 0 0
Clarke, Stephenson - -	4, St. Dunstan's Alley, London -	515 0 10	697 0 0
Clayton and Foster - -	58, High Street, Chatham, Kent	6 14 11	0 0 0
Cliff, George Harness -	32, Manor Road, Walworth, London.	0 12 6	0 0 0
Cliff, Joseph, and Son -	4, Great Northern Goods Station, King's Cross, London.	13 10 6	18 0 0
Cock and Johnson - -	Lower Kennington Lane, London	10 13 0	14 0 0
Coleman, John, deceased, executors of.	- - - - -	2 16 7	0 0 0
Collis, Joseph - -	51 and 52, High Street, Strood, Kent.	6 1 2	0 0 0
Collins, Thomas Henry -	224, Regent Street, London -	8 18 6	12 0 0
Cooper, Richard - -	West Street, Faversham, Kent, upholsterer.	8 0 6	0 0 0
Cory, Wm., and Son -	Commercial Road, Lambeth, London.	309 16 4	419 0 0
Couchman, John - -	Strood, Kent, builder - -	11 14 3	16 0 0
Court, Valentine - -	Preston Street, Faversham, Kent.	0 13 4	0 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Cowans, Sheldon, and Co. -	Carlisle, Cumberland - -	79 13 9	108 0 0
Cowdy, Jeremiah - -	9, Wallbrook, London - -	37 4 8	50 0 0
Crawley and Parsons -	43, Ann Street, Birmingham -	19 6 8	26 0 0
Croggon and Co. - -	63, New Earl Street, London -	12 12 0	17 0 0
Crowther, Joseph - -	67, Upper Thames Street, London.	6 15 8	0 0 0
Crundall, William - -	Dover, Kent - - -	56 0 10	76 0 0
Dawes, William - -	13, Rochester Row, Westminster	6 15 7	0 0 0
Dalton and Barton - -	173A, Aldersgate Street, London	324 7 7	439 0 0
Daily News and Express -	10, Bouverie Street, London -	1 1 8	0 0 0
Deacon, William - -	Bond Street, Vauxhall, London -	28 19 0	39 0 0
Dean, John - - -	Upper Bridge Street, Canterbury, Kent.	1 14 10	0 0 0
Dennis, Thomas - -	6, Hawkesbury Street, Dover, Kent.	0 16 11	0 0 0
Denton and Jetsum - -	Bow Common, London - -	37 0 11	50 0 0
Dewrance, John, and Co. -	176, Great Dover Street, Borough, London.	65 18 11	89 0 0
Dolby, Henry - -	56, Regent Street, Quadrant, London.	0 15 3	0 0 0
Dollar, T. A. and P. S. -	56, New Bond Street, London -	44 1 7	60 0 0
Dover Harbour Board -	Dover - - - -	80 15 7	109 0 0
Dover Telegraph - -	King's Arms Library, Dover -	1 4 4	0 0 0
Dover News - - -	Castle Street, Dover - -	0 5 4	0 0 0
Druce, William, and Son -	Swan Wharf, Queen's Road West, Chelsea, London.	189 10 3	256 0 0
Duncan, Peter - -	Manchester, linen manufacturer -	3 9 6	0 0 0
Earp, Thomas, and Son -	Corn Market, Derby - -	14 9 0	20 0 0
Eastwood, J. and W. -	Belvedere Road, Lambeth, London.	77 8 3	105 0 0
Edie, Alexander Hart, Edie, Henry Alexander, Edie, Francis John.	53, Great Queen Street, Lincoln's Inn Fields, London.	12 0 2	16 0 0
Edwards and Sons - -	Park Hill Road, Liverpool, enamellers.	1 13 3	0 0 0
Edwards, Brothers, and Co. -	Holland Street, Blackfriars Road, London.	34 11 11	47 0 0
Edwards, Joseph - -	11, Goodman Stile, Whitechapel, London.	42 10 0	57 0 0
Edmondson, John Beeby -	Knowsley Street, Cheetham Hill Road, Manchester.	621 17 9	841 0 0
Electric and International Telegraph Company.	Telegraph Street, Moorgate Street, London.	125 19 2	170 0 0
Eley, George - -	Tong, near Sittingbourne, Kent -	128 18 1	174 0 0
Ell, George - - -	366 and 368, Euston Road, London.	6 12 6	0 0 0
Ellington and Ridley -	89 and 90, Watling Street, London.	7 12 10	0 0 0
Ellis, Hugh and John -	Stanley Street, Salford, ironmongers.	28 18 0	39 0 0
Everitt, Allen, and Son -	Kingston Metal Works, Birmingham.	433 0 9	586 0 0
Ewin, Edward, and Co. -	218, High Street, Borough, London.	116 10 11	158 0 0
Farmiloe, Thomas and William.	Rochester Row Westminster -	85 17 5	116 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Faversham Mercury - -	66, Preston Street, Faversham, Kent.	1 12 2	0 0 0
Figgins, V. and J. - -	Ray Street, Farringdon Road, London.	40 4 5	54 0 0
Fillans, George - -	40, Commercial Road, Spitalfields, London.	9 6 6	13 0 0
Fillingham, Charles - -	278, Whitechapel Road, London -	19 7 0	26 0 0
Finnis, Steriker - -	Dover, timber merchant - -	75 19 8	103 0 0
Firth, Thomas, and Sons -	Whittington Ironworks, Chesterfield, Derby.	54 14 5	74 0 0
Fitzgerald, John - -	Commercial Wharf, Commercial Road, Lambeth, Surrey.	7 10 0	0 0 0
Foat, William Bundick, and others.	Ramsgate, builders - -	50 16 5	69 0 0
Ford, James - - -	6, Monkwell Street, Silver Street, London.	2 10 10	0 0 0
Fox, Charles James - -	Doncaster, manufacturer of canvas.	36 0 3	49 0 0
Gabriel, T., and Sons -	Commercial Road, Lambeth, Surrey.	243 9 8	329 0 0
Gaskin and Godden - -	Canterbury, builders - -	208 6 3	282 0 0
Gibbs, G., and Son - -	Salisbury Court, Fleet Street, London.	19 5 1	26 0 0
Gibson, John - -	11, Westbourne Square, Bayswater, London.	186 7 3	252 0 0
Gibson, James, and Son -	292 and 294, Euston Road, London	20 12 3	28 0 0
Gillett and Bland - -	White Horse Road, Croydon, Surrey.	13 6 0	18 0 0
Gillott, Joseph, and Son -	37, Gracechurch Street, London	20 13 1	28 0 0
Glowworm, The - -	404, Strand, London - -	7 10 0	0 0 0
Godson, Edward - -	72, Aldersgate Street, London -	1 13 7	0 0 0
Gray and Son - -	1, Margaret Street, Limehouse, London.	8 18 6	12 0 0
Grosvenor Hotel Co. -	London - - - -	7 18 8	0 0 0
Gilvery, M'William, and others	Searsfield, Walden, Maine, America.	226 5 3	306 0 0
Grenfell, Pascoe, and Sons -	27, Upper Thames Street, London	784 14 5	1,062 0 0
Guest and Co. - -	13, King's Arms Yard, Moorgate Street, London.	1,508 0 11	2,040 0 0
Hales, Stephen - -	Sittingbourne, Kent, engineer -	3 5 3	0 0 0
Had, James - - -	Brompton Lane, Strood, Kent, pattern maker.	4 3 4	0 0 0
Had, J. T., and Co. - -	17, Fore Street, Limehouse, London.	31 10 5	43 0 0
Hampson and Bettridge -	Old Bailey, London - -	9 17 9	13 0 0
Harby, James, and Co. -	Crisp Street and East India Road, London.	346 7 9	469 0 0
Harfield, William Henry -	2, Royal Exchange Buildings, London.	29 15 0	40 0 0
Harland and Son - -	Phipps Bridge, Merton, Surrey -	572 6 8	774 0 0
Harrild and Son - -	25, Farringdon Street, London -	223 0 4	302 0 0
Harris, Thomas - -	Dulwich Road, Brixton, London, builder.	409 0 2	553 0 0
Hatton, Robert - -	Biggin Street, Dover - -	1 10 6	0 0 0
Hawkins, Charles - -	21, Westminster Bridge Road, Surrey.	17 0 0	23 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Hawthorn and Co. - -	Leith - - - -	127 8 4	172 0 0
Hawthorn, R. and W. -	Forth Banks, Newcastle-on-Tyne	13 13 5	19 0 0
Head, Wrightson, and Co. -	Teesdale Ironworks, Stockton-on-Tees.	4 9 0	0 0 0
Hebbert and Co. - -	16, James Street, Haymarket, London.	240 1 1	325 0 0
Heintzman and Rochussen -	23, Abchurch Lane, King William Street, London.	15 10 7	21 0 0
Henley, William Thomas -	27, Leadenhall Street, London -	105 14 6	143 0 0
Hennet and Spink - -	Bridgwater Ironworks, Bridgwater, Somerset.	9 15 0	13 0 0
Henton and Son - -	268, Westminster Bridge Road, London.	60 13 10	82 0 0
Herepath's Railway Journal -	3, Red Lion Court, Fleet Street, London.	1 0 11	0 0 0
Hilton, C. J., and Co. -	Faversham, Kent - -	85 19 9	116 0 0
Hine, Henry - - -	Beer Cart Lane, Canterbury, blacksmith.	1 0 9	0 0 0
Hinks and Son - -	Buckingham Works, Houndsditch, London.	1 10 6	0 0 0
Hipgrave, Charlotte -	Dover, hotel keeper - -	0 13 4	0 0 0
Hird, Dawson, and Hardy -	Low Moor Ironworks, Bradford	25 16 10	35 0 0
Hirwain Coal and Iron Co., Limited.	11, Bute Crescent, Cardiff -	7 9 7	10 0 0
Hobbs, Hart, and Co. -	76, Cheapside, London - -	2 8 9	0 0 0
Hopton and Walker - -	17, Manchester Street, King's Cross, London.	5 7 3	0 0 0
Hopwood, J. and R. - -	21, Stockbridge Terrace, Pimlico, London.	79 6 4	107 0 0
Howland, George - -	Boughton, Faversham, Kent -	3 11 3	0 0 0
Hudson, Benjamin James -	40, Great Peter Street, Westminster.	27 17 7	38 0 0
Hulett, David, and Co. -	53, High Holborn, London -	1 15 2	0 0 0
Humphrey, William James -	8, Wellington Terrace, Paddington, London.	1 19 0	0 0 0
Humphrey, Thomas - -	Sevenoaks, Kent - -	6 0 10	0 0 0
Hunter, W. and J. R. -	30, Moorgate Street, London -	82 10 0	112 0 0
India Rubber, Gutta Percha, and Telegraph Works Co., Limited.	2 and 3, Bishopsgate Street Within, London.	260 0 11	352 0 0
Ismay, Thomas - -	3, King Street, Market Square, Dover.	3 7 4	0 0 0
Jackson, T. C. - -	3, Weymouth Street, London -	7 5 0	0 0 0
Jackson, William - -	59, Crown Street, Finsbury Square, London.	31 8 0	42 0 0
James, J. - - -	40, Princes Street, Commercial Road, Lambeth.	5 0 0	0 0 0
Jennings, George - -	Palace Wharf, Stangate, Surrey -	22 6 7	30 0 0
Jerrell, Joel - - -	29, Little Queen Street, Holborn, London.	18 1 3	24 0 0
Joyce, J. and J. - -	Market Square, Dover - -	12 2 0	16 0 0
Jukes, Coulson, and Co. -	11 and 12, Clement's Lane, London.	205 3 11	278 0 0
Kentish Observer - -	Canterbury - - - -	1 0 3	0 0 0
Kershaw, Thomas - -	38, Baker Street, Portman Square, London.	46 17 0	63 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Kingsnorth, T. - -	Faversham - - -	0 15 3	0 0 0
Knight, Thomas - -	Bath - - - -	142 12 11	193 0 0
Krupp, Frederick - -	11, New Broad Street, London -	220 10 4	298 0 0
Labron, John - -	46, Park Square, Leeds - -	1,153 17 4	1,561 0 0
Lane, John - - -	4, Tothill Street, Westminster -	3 2 9	0 0 0
Leather Cloth Co., Limited -	4, Cannon Street, London -	37 5 5	50 0 0
Lee, John Bennett - -	72, King William Street, London	138 5 7	187 0 0
Lester, Mary A. J., and another.	Dover - - - - -	0 3 9	0 0 0
Lester, Isaac - - -	Bench Street, Dover - -	2 1 4	0 0 0
Levett, William - -	10, Basinghall Street, London -	266 17 0	361 0 0
Lilley, J., and Son - -	9, London Street, London -	51 5 6	69 0 0
Linley, Arthur, and Co. -	132, Lionel Street, Birmingham	100 2 1	135 0 0
Livett, Frank, and Son -	14, Borough, London - -	97 15 1	132 0 0
Lloyds, Foster, and Co. -	Wednesbury, ironfounders -	773 12 3	1,047 0 0
Longman, J. and R. - -	Waterloo Place, Pall Mall, London, engravers.	9 18 3	13 0 0
Lansdale, James - -	54½, Gravel Lane, Southwark, London.	43 11 8	59 0 0
Luck, Kent, and Cumming -	10, Notting Hill Square, London	4 10 9	0 0 0
Mackenzie, Clunes, and Holland.	Vulcan Ironworks, Worcester -	5 4 3	0 0 0
Macnaught, Robertson, and Co.	5, Bankside, London - -	273 18 0	371 0 0
Macklin, James William -	Shaftesbury, Dorset, bank manager.	49 8 1	67 0 0
Manning, Benjamin -	9, Warwick Square, Pimlico, London.	9 19 5	13 0 0
Marsh, Thomas Edward -	Hawthorn House, Bath - -	126 19 8	172 0 0
Martin, J., and Son - -	4, Vine Street, York Road, Lambeth, Surrey.	40 15 3	55 0 0
Martyn, William, and Co. -	27, Hercules Buildings, Westminster Road, London.	4 9 8	0 0 0
Mason, George Holt -	13A, Salisbury Street, Fleet Street, London.	16 10 11	22 0 0
Matthews, Thomas - -	150, High Street, Camden Town, London.	82 8 7	112 0 0
Matthew, John - -	Greenwich, marine engine builder.	510 0 0	690 0 0
Maxted, James - -	Ramsgate, shoeing smith -	7 13 9	0 0 0
Mayall, J. and E. - -	223, Regent Street, London -	8 10 0	11 0 0
Mews, John - -	27, Martin's Lane, Cannon Street, London.	114 11 4	155 0 0
Mid-Kent Railway Co. -	1, King's Arms Yard, Moorgate Street, London.	118 6 8	160 0 0
Miller, Henry - -	2, Royal Exchange Buildings, London.	13 16 3	19 0 0
Mills, Daniel - -	Wincheap Street, Canterbury -	115 0 0	156 0 0
Mills, Samuel - -	28, Augusta Street, Northampton Street, Birmingham.	1 10 6	0 0 0
Mills, William - -	Victoria Station, Pimlico, London.	91 10 6	124 0 0
Monk Bridge Iron Co. -	Monk Bridge Ironworks, Leeds -	453 4 4	613 0 0
Morgan, William - -	48, Gloucester Terrace, Hyde Park, London.	13 19 9	19 0 0
Moriarty, Cornelius - -	22, Nelson Street, Greenwich -	84 13 3	115 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Morris, William - -	80, Old Broad Street, London -	3 5 3	0 0 0
Morrison, William - -	24, Little Bell Alley, Moorgate Street, London.	4 7 11	0 0 0
Mortram, Henry - -	South Street, Walworth, London	3 11 3	0 0 0
Moser and Sons - -	165, High Street, Borough, London.	599 17 10	812 0 0
Mowlem, Burt, and Freeman	Grosvenor Wharf, Westminster -	78 0 9	106 0 0
Muntz Metal Co., Limited -	Tube Works, French Walls, Birmingham.	2 14 7	0 0 0
Nash, Robert John - -	Otford, near Sevenoaks, farmer -	54 17 8	74 0 0
Naylor and Son - -	Maidstone Road, Rochester, Kent	96 9 10	131 0 0
Neame, Henry Clarence -	Birchington, Kent, farmer -	48 11 0	66 0 0
Netherton Iron Co. - -	Netherton, Dudley, Worcestershire.	170 3 8	230 0 0
Newton and Cook - -	63, Princes Street, Leicester Square, London.	48 16 8	66 0 0
Newton, William - -	Care of Inspector Card, London, Chatham, and Dover Railway, Sittingbourne, Kent.	2 0 1	0 0 0
Nobes and Hunter - -	16, St. Andrew's Road, Horsemonger Lane, Surrey.	40 16 11	55 0 0
Nobles and Hoare - -	Cornwall Road, Stamford Street, Lambeth.	1 3 8	0 0 0
Norris, S. E., and Co. -	High Street, Shadwell, London -	68 10 1	93 0 0
Nunn, William - -	179, St. George's Street, Smithfield, London.	20 9 1	28 0 0
Osborn, Charles - -	Bishopsgate Foundry, Skinner Street, London.	11 15 8	16 0 0
Oswald and Boyton - -	Pallion Steam Saw Mills, Sunderland.	17 8 8	24 0 0
Packer, Alfred - -	30, Abbey Street, Faversham, Kent.	15 8 5	21 0 0
Packer, William - -	Market Place, Faversham, Kent	8 7 10	0 0 0
Packham, John Edward -	Mansion Row, Brompton, Chatham, Kent.	4 2 0	0 0 0
Palmer & Co. - -	Green Street, Bethnal Green, London.	2 11 4	0 0 0
Palmer, W. & A. - -	4, Tysoe Street, Wilmington Square, London.	45 13 6	62 0 0
Parrett, W. J. -	Sittingbourne - - -	1 13 8	0 0 0
Patent Plumbago Crucible Co.	Battersea, London - -	12 15 0	17 0 0
Patent Rivet Co. - -	Smithwick, Birmingham -	136 0 2	184 0 0
Patent Shaft and Axletree Co., Limited.	Brunswick Ironworks, Wednesbury.	1,802 16 5	2,439 0 0
Patent Nut and Bolt Co., Limited.	London Works, Smithwick, Birmingham.	503 14 2	681 0 0
Patent Paper Manufacturing Co., Limited.	30, Great Winchester Street, London.	90 3 8	122 0 0
Pattison, James - -	Blackfriars Glass Works, Valentine Place, Blackfriars Road, London.	0 10 2	0 0 0
Paul and Rogers - -	Tetbury, Gloucestershire -	1 19 0	0 0 0
Payn, John - - -	St. Mary's Road, Faversham -	3 16 4	0 0 0
Peel, William - -	59, Snargate Street, Dover -	4 5 10	0 0 0
Penhey and Co. - -	Vauxhall Cross, London -	33 4 2	45 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Penn, John, and Son -	Greenwich - - -	1,305 3 6	1,766 0 0
Peters, G. D., and Co. -	9, Bow Lane, Cheapside, London	11 12 10	16 0 0
Pettigrew, William Vesalius	7, Chester Street, Belgrave Square, London.	61 11 8	83 0 0
Phillips, W., and Son -	10, Baker Street, Portman Square, London.	11 13 9	16 0 0
Phillips, William - -	Old Bank, Oxford - -	5 8 6	0 0 0
Phipps and Co. - -	176, Upper Thames Street, London.	347 0 9	470 0 0
Piggott, John - -	Wandsworth Road, London -	1 17 8	0 0 0
Pimlico Wheel Works, Limited	Pimlico, London - -	103 7 0	140 0 0
Pinchin and Johnson -	New Kent Road, St. George's East, London.	1,022 8 10	1,383 0 0
Pontifex and Wood - -	Shoe Lane, London - -	97 0 9	131 0 0
Pooley, Henry, and Son -	89, Fleet Street, London -	15 10 0	21 0 0
Potter, Thomas - -	12, Richard's Terrace, Crabtree Road, Peckham.	37 1 10	50 0 0
Poulton, Thomas Andrew -	9, Newington Causeway, London	3 7 6	0 0 0
Powell Duffryn Steam Coal Co., Limited.	23, Great George Street, Westminster.	277 6 8	375 0 0
Price's Patent Candle Co., Limited.	Battersea - - -	434 11 10	588 0 0
Pullen and Jennings -	51, High Street, Ramsgate -	1 0 4	0 0 0
Radford, Daniel - -	Paddington Station, London -	1,188 12 11	1,608 0 0
Railway News - -	7, Whitefriars Street, Fleet Street, London.	19 18 11	27 0 0
Rawlins, Walter - -	26, Wilton Road, Pimlico, London.	14 1 3	19 0 0
Ransomes and Sims - -	Ipswich, Suffolk - -	354 3 11	479 0 0
Redman, F. - - -	37, Preston Street, Faversham, Kent.	0 5 6	0 0 0
Reed, Edward Taylor -	Newcastle, flint glass manufacturer.	3 12 1	0 0 0
Reed, Louch, and Co. -	Love Lane, Shadwell, London -	50 16 0	69 0 0
Reed, Robert - -	5, Westminster Chambers, Victoria Street, Westminster.	3 3 6	0 0 0
Reeve and Hayward -	Margate, Kent, builders -	8 17 0	0 0 0
Ridsdale, J. and A. - -	54, Minories, London - -	8 14 9	12 0 0
Rigg, T. M. - -	Sheerness - - -	1 7 4	0 0 0
Ring, Henry - -	149, High Street, Strood, Kent	1 10 9	0 0 0
Robertson, William, and Co.	Falcon Wharf, Holland Street, Blackfriars, London.	290 19 9	394 0 0
Robinson, G. - -	Margate, Kent, carrier - -	0 17 9	0 0 0
Rochester and Chatham Journal.	St. Margaret's Bank, High Street, Rochester.	1 2 8	0 0 0
Rolt, Peter, and Co. - -	Acorn Wharf, Trinity Street, Rotherhithe.	13 4 6	18 0 0
Rose, William Anderson -	66, Upper Thames Street, London.	158 9 5	214 0 0
Rotherham and Son - -	Coventry, watchmakers -	60 16 9	82 0 0
Routledge, John Thomas -	1, Power Street, St. George's Road, Battersea.	9 7 0	13 0 0
Royle, Charles - -	5, Falcon Street, Aldersgate Street, London.	8 12 2	12 0 0
Russell, Cuthbert - -	2, Talbot Court, Gracechurch Street, London.	11 9 6	16 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Russell and Sons - -	81, Upper Ground Street, Blackfriars, London.	36 10 6	49 0 0
Salisbury and Sons - -	King's Newton, near Derby -	21 12 11	29 0 0
Samuda, Brothers - -	Poplar, London, engineers -	624 0 7	844 0 0
Semark, Frederick - -	Market Street, Faversham, Kent	4 17 0	0 0 0
Sharp, John Bunyer -	Faversham, Kent, ironmonger -	5 8 2	0 0 0
Sharp, Stewart, and Co. -	Manchester - - -	270 6 0	366 0 0
Shaw, Matthew Turner -	64, Cannon Street, London -	345 5 2	467 0 0
Shepherd, George - -	Faversham, Kent, timber merchant.	27 14 2	37 0 0
Shireoaks Colliery Co., Limited.	Worksop, Nottingham - -	8 9 9	11 0 0
Shrubsole, Lewis - -	Abbey Street, Faversham, Kent	72 9 8	98 0 0
Sikes, Charles William -	56, Spring Street, Huddersfield, York.	7 10 0	0 0 0
Silicated Carbon Filter Co. -	Battersea - - -	1 2 0	0 0 0
Simpson and Co. - -	Providence Works, Darlaston, Staffordshire.	16 6 9	22 0 0
Sloper, Joseph - -	Wallbrook House, Wallbrook, London.	0 17 10	0 0 0
Smallfield, Mills, and Neame	King William Street, London -	362 6 11	490 0 0
Smith, George Mence -	25, Biggin Street, Dover -	0 14 0	0 0 0
Smith and Ebbs - -	5, Postern Row, Tower Hill, London.	0 11 2	0 0 0
Smith, T. - - -	2, Cheapside, Sittingbourne, Kent	0 19 4	0 0 0
Sondes, Lord - -	32, Grosvenor Square, London -	35 12 2	48 0 0
South-eastern Gazette -	Maidstone, Kent, - -	0 16 4	0 0 0
Southey and Stradling -	8, Clerkenwell Close, Clerkenwell Green, London.	3 9 3	0 0 0
Spencer, George, and Co. -	77, Cannon Street, London -	472 4 7	639 0 0
Spice and Stanton - -	Blenheim Square, Dover -	22 5 11	30 0 0
Sporting Life Newspaper -	148, Fleet Street, London -	1 0 11	0 0 0
Sportsman Newspaper -	125, Fleet Street, London -	0 10 9	0 0 0
St. Margaret's Banks -	Rochester - - -	1 3 8	0 0 0
Steam Saw Mills Co., per Robert Lake.	Milton, Canterbury - -	72 16 2	98 0 0
Stiff and Co. - -	28, Biggin Street, Dover -	44 13 4	60 0 0
Stone, J., and Co. - -	High Street, Deptford, engineers	5 2 6	0 0 0
Straker and Love - -	Newcastle-on-Tyne, coal merchants.	13 16 6	19 0 0
Submarine Telegraph Co. -	50, Threadneedle Street, London	111 11 3	151 0 0
Sunday Times Newspaper -	103, Fleet Street, London -	0 14 5	0 0 0
Sutton and Colbeck - -	Dover - - - -	2 15 4	0 0 0
Tann, John - - -	30, Wallbrook, London - -	28 18 3	39 0 0
Tapling, Beall, and Co. -	1, Gresham Street West, London	3 8 7	0 0 0
Tatlock and Love - -	52, Coleman Street, London -	11 18 4	16 0 0
Telegraph Construction and Maintenance Co., Limited.	54, Old Broad Street, London -	31 19 0	43 0 0
Terry, Thomas - -	Faversham, Kent, blacksmith -	0 12 11	0 0 0
Thornton, James, and Sons -	Bradford Street, Birmingham -	55 12 1	75 0 0
Thornton, Edward Martin -	6, Brook Street, Holborn, London.	1 14 9	0 0 0
Tice, William - -	70, St. John's Street, Clerkenwell, London.	25 0 10	34 0 0
Tonge, William John -	Morant's Court, Clavering, Kent	130 6 1	176 0 0

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Trinidad Petroleum Company, Limited.	110, Cannon Street, London -	7 4 11	0 0 0
Tritton, John David -	Faversham, Kent - -	3 11 8	0 0 0
Trollope, George, and Sons -	Halkin Street West, Belgrave Square, London.	28 10 11	39 0 0
Tuck and Co. - -	116, Cannon Street, London -	8 6 6	11 0 0
Turner, Brothers - -	46, Myddleton Street, London -	149 19 7	203 0 0
Turner and Baynton -	Broad Street, Birmingham -	596 0 6	806 0 0
Turton, Thomas, and Sons -	Sheffield - - -	177 15 8	241 0 0
Tyrer, Henry - -	St. Mary Cray, Kent - -	5 17 8	0 0 0
Van, Henry, and Co. -	17, Tooley Street, London -	4 9 0	0 0 0
Varley, C. and S. A. -	66, Roman Road, Holloway, London.	83 15 2	113 0 0
Veitch, J., and Sons - -	King's Road, Chelsea, London -	1 3 9	0 0 0
Vickers, Naylor, and Co. -	36, Great George Street, Westminster.	1,472 8 6	1,992 0 0
Victoria Station and Pimlico Railway Company.	London - - - -	508 18 6	689 0 0
Wain, H. and F. - -	St. Mary Cray, Kent, plumbers -	7 0 4	0 0 0
Wand, William Othoniel -	27, Love Lane, Eastcheap, London	23 2 0	31 0 0
Wandsworth Board of Works	Wandsworth - - -	34 7 4	46 0 0
Warden, William Marston -	11, Church Street, Westminster -	4 11 6	0 0 0
Warner, John, and Sons -	8, Crescent, Cripplegate, London	1 12 4	0 0 0
Waterlow and Sons - -	London Wall, London - -	1,591 13 1	2,153 0 0
Weiss, J., and Sons - -	62, Strand, London - -	51 11 0	70 0 0
Wiggins, Teape, and Co. -	10, Aldgate, London - -	479 5 7	648 0 0
Wigram, M., and Sons -	Brunswick Street, Blackwall -	2 10 2	0 0 0
Wilde, George - -	84, Trippet Lane, Sheffield -	5 16 6	0 0 0
Wilkinson, Haywood, and Clark.	Battle Bridge, Middlesex -	4 9 10	0 0 0
Williams, William Walton -	28, Compton Street, Clerkenwell, London.	120 4 1	163 0 0
Winstone, Benjamin - -	100, Shoe Lane, London -	31 0 7	42 0 0
Woolley, William John -	Loughborough, solicitor - -	4 11 1	0 0 0
Wood, William - -	Wickham Brickfield, Strood, Kent.	7 5 6	0 0 0
Wood, Frederick - -	Tiverton, Devon, accountant -	2 10 0	0 0 0
Woodward, Elizabeth, widow	Butchery Lane, Canterbury, Kent, bill poster.	6 15 7	0 0 0
Worssam, Samuel, and Co. -	Hortulan Place, King's Road, Chelsea, London.	18 18 3	26 0 0
Worsdell, Thomas - -	Birkly Street, Granville Street, Birmingham.	64 17 7	88 0 0
Wrigley, J., and Sons -	21, Budge Row, London -	18 10 4	25 0 0
Wright, J. and E. - -	5, Leadenhall Street, London -	632 15 9	856 0 0
Wyndham & Co. - -	2, Royal Exchange Buildings, London.	1,994 1 10	2,698 0 0
Wythes, George - -	Bickley Park, Kent - -	160 15 2	217 0 0
Young, Son, and Magnay -	96, Leadenhall Street, London -	7 0 9	0 0 0
Young, Thomas - -	Eyre Arms, St. John's Wood, London.	8 2 9	0 0 0

Schedule L.—City Lines Share Capital.

Preferred 6 °/₀ B. shares		50,000	9,496, the numbers whereof are shown in the list subjoined.
Deduct—			
Issued to City Lines lenders	24,654		
Held by London and County Bank	800		
Held by Sir S. M. Peto	50	40,504	
Great Northern contribution shares	15,000		
Deferred A. shares		50,000	
Deduct—			
Held by Union Bank	25,000		
Issued to City Lines lenders	9,250		
Held by Sir S. M. Peto	750	50,000	
Great Northern contribution shares	15,000		

List referred to in Schedule L.

Numbers.	No. of Shares.
1,001 to 3,500, inclusive	2,500
6,001 „ 6,596 „	596
10,251 „ 11,650 „	1,400
26,651 „ 28,150 „	1,500
33,651 „ 34,450 „	800
34,951 „ 37,650 „	2,700
	9,496

Schedule M.—Existing and Future Preference Share Capital.

		Arbitration Preference Stock.	Arbitration Ordinary Stock
Part I.		£ s. d.	£ s. d.
General Undertaking—Dover 5 °/₀ first preference (dividends cumulative)	£499,300 0 0		
Arrears of dividend thereon, at 4½ °/₀, to 30 June 1870, and unclaimed dividend before June 1866	95,851 15 2		
	£595,151 15 2	595,152 0 0	—
Part II.			
General Undertaking—Dover preference arrears of interest stock £60,000 / 110,000	£170,000 0 0		
Metropolitan Extensions—6 °/₀ B. stock	825,000 0 0		
City Lines—6 °/₀ B. shares	94,960 0 0		
		At 75 per cent.	At 25 per cent.
	£1,089,960 0 0	817,470 0 0	272,490 0 0

	Arbitration Preference Stock.	Arbitration Ordinary Stock.
Part III.	£ s. d.	£ s. d.
General Undertaking—6 °/₀ second preference - - - - - £800,000 0 0		
Metropolitan Extensions—6 °/₀ C. stock - 1,050,000 0 0		
	At 70 per cent.	At 30 per cent.
£1,850,000 0 0	1,295,000 0 0	555,000 0 0

Schedule N.—Existing and Future Ordinary Share Capital.

	Arbitration Ordinary Stock.
General Undertaking—Consolidated ordinary stock -	£3,018,550 0 0
Metropolitan Extensions—A. stock - - -	2,425,000 0 0

Schedule O.—Annual Charges.

	Per Annum. £ s. d.
The Company's present proportion (with Great Western Railway Company) of rent (32,000*l.*) payable to Victoria Station and Pimlico Railway Company (liable to variation from time to time by arbitration under agreement) - - - - - -	25,600 0 0
Beckenham and Dover rentcharges to landowners - - -	514 0 8
Mid-Kent Railway rent (liable to variation from time to time according to rate of interest on Mid-Kent debenture capital bearing interest, now reduced to 8,100*l.*) - - - - - -	2,970 0 0
Sittingbourne and Sheerness Railway rent - - - -	7,000 0 0

Schedule P.—Suits and Actions.

Part I.

Agar v. The Company.
Ashford v. The same.
Ashwell v. The same.
Batley v. The same.
Beaumont v. The same.
Bettey v. The same.
Blomfield v. The same.
Brandon v. The same.
Christ's Hospital v. The same.
Cooper v. The same.
Day v. Sittingbourne and Sheerness Railway Company and the Company (as against the Company).
Dickinson v. The Company.
Dover Harbour Board v. The same.
Dowie v. Crystal Palace Company and the Company (as against the Company).
Drawbridge v. The Company.
Flower v. The same.
Follit v. The same.
Forster v. The Company (2).
Foster v. The same.
Galway, Viscount, v. The same.
Gammon v. The same.
Gardner v. The same.
Gardner v. Sharp and the Company.

General Credit and Finance Company of London v. The Company.
Griffiths v. The same.
Harrison v. The same.
Hartridge v. The same.
Heriot v. The same (2).
Imperial Mercantile Credit Association v. The same.
Ismay v. The same.
Jacobs v. The same.
Jones v. The same.
Lacon v. The same.
Lainson v. The same.
Neave v. The same.
Parsons v. The same.
Petition of the Board of the Company under Arrangement Act of 1867 (priorities).
Pfiel v. The Company.
Scarll v. The same.
St. Germans, Earl of, v. Crystal Palace Company and the Company (as against the Company).
Stents v. The Company.
The Company v. The Imperial Mercantile Credit Association.
Wall v. The Company.
Waterlow v. Sharp and the Company.
Woodbridge v. The Company (2).
Wootton v. The same.

Part II.

Adamson v. The Company (Exch.).
Ball v. The same (Q.B.).
Barry v. The same (Exch.)—garnishee writ.
Bassett v. The same (C.P.).
Binks v. The same (Exch.).
Blackburn v. The same (C.P.).
Borman v. The same (Exch.).
Brandon v. The same.
Brooke v. The same (2), (C.P.).
Chetham v. The same.
Chinnock v. The same (2), (C.P.).
Clark v. The same (4), (C.P.).
Clifton v. The same (C.P.).
Eiloart v. The same (Q.B.).
Etough v. The same (C.P.).
Ford v. The same (Q.B.).
Fox v. The same (Q.B.).
Freeman v. The same.
Garland v. The same (Q.B.).
Garland v. The same (Q.B.)—garnishee writ.
Gaskin v. The same (Exch.).
George v. The same (Q.B.).
Gray v. The same.
Grenfell v. The same.
Griffiths v. The same (Exch.).
Grissell v. The same (C.P.).
Hammack v. The same (Q.B.).
Harding v. The same (C.P.).
Harrild v. The same (Q.B.).
Harrison v. The same (Q.B.).
Heald v. The same (C.P.).
Heath v. The same (Exch.).
Hend v. The same.
Higgins v. The same (Q.B.).
Horsey v. The same (Q.B.).
Hunt v. The same (C.P.).
Jackson v. The same (C.P.).
Jeffreys v. The same (C.P.).
Knight v. The same.
Knowles v. The same (Q.B.).
Lee v. The same (Q.B.).
Lee v. The same (C.P.).
London, Brighton, and South Coast Railway Company v. The same (Q.B.).
London, Brighton, and South Coast Railway Company v. The same (3), (C.P.).
Lovejoy v. The same (Q.B.).
Massey v. Beavan (Q.B.) — garnishee order.
Miller v. The same (C.P.).
Nash v. The same (Exch.).
Naylor v. The same (Exch.).
Neame v. The same (Q.B.).
Packenham v. The same (Exch.).
Parker v. The same (Q.B.).
Patent Paper Company v. The same (C.P.).
Pinchin v. The same (C.P.).
Pownall v. The same (C.P.).
Queen, on prosecution of London, Brighton, and South Coast Railway Company v. The same (Q.B.).
Radford v. The same (Exch.).
Rainy v. The same (C.P.).
Randall v. The same.
Robinson v. The same (Exch.).
Routledge v. The same (C.P.).

A.D. 1871.

Ryde v. The same (C.P.).
Searle v. The same (Q.B.).
Sharp v. The same.
Shaw v. The same (C.P.).
Simpson v. The same.
Smallfield v. The same (Q.B.).
Smith v. The same (C.P.).
Sturdy v. The same (Q.B.).
Thursfield v. The same (Q.B.).
Triphook v. The same (Q.B.).
Vigers v. The same (Q.B.).
Wales v. The same (Q.B.).
Walker v. The same (Q.B.).
Walker v. The same (C.P.).
Waterlow v. The same (Q.B.).
Westmoreland v. The same (Q.B.).
Whitcombe v. The same (C.P.).
Williams v. The same (C.P.).
Wyndham v. The same (Exch.).

Dated this 18th day of August 1870.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

APPENDIX.

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Interim Orders and Certificates	70

List of Cases filed.

1.	Crystal Palace Company	Maynard, Son, and Co.
2.	James Dowie	Bischoff, Bompas, and Bischoff.
3.	Kent Coast Company	Maynard, Son, and Co.
4.	Sevenoaks Company	Haywards, Keele, and Swann.
5.	Mortgagees of General Undertaking	Walker and Martineau.
6.	General Undertaking Shareholders	John Turner.
7.	Proprietors of Western Extension Rentcharge	Frere, Cholmeley, and Forster.
8.	Mortgagees of Metropolitan Extensions	Harrison, Beal, and Harrison.
9.	Shareholders of Metropolitan Extensions	Tathams, Curling, and Walls.
10.	Mortgagees of City Lines	Shum and Crossman.
11.	City Lines Lenders	Janson, Cobb, and Pearson.
12.	City Lines Shareholders	Janson, Cobb, and Pearson.
13.	Mortgagees of Eastern Section	F. Heritage.
14.	Common Fund Debenture Holders	Hollingsworth, Tyerman, & Green.
15.	Holders of Common Fund Stock	Ravenscroft and Hills.
16.	Victoria Station Improvement Debenture Holders.	Baxter, Rose, Norton, and Co.
17.	Victoria Station Improvement Stockholders	Maynard, Son, and Co.
18.	General Creditors under Rolling Stock Deed	Merriman and Pike.
19.	General Creditors whose debts were not payable at date of Rolling Stock Deed.	Lewis, Munns, Nunn, and Longden.
20.	London and County Bank	Stevens, Wilkinson, and Harries.
21.	Metropolitan Extensions A. Stockholders	F. Heritage.
22.	Eastern Section Mortgagees, Shareholders, and Stockholders.	F. Heritage.
23.	Imperial Mercantile Credit Association (as City Lines Debenture Holders.)	Ashurst, Morris, and Co.
24.	Imperial Mercantile Credit Association (as equitable Mortgagees of superfluous lands).	Ashurst, Morris, and Co.

25.	Plaintiff in Gardner v. Sharp - -	Walker and Martineau.
26.	Trustees of Rolling Stock Deed - -	Few and Co.
27.	Late Directors of the Company - -	W. and H. P. Sharp.
28.	Great Northern Railway Company - -	Johnston, Farquhar, and Leech.
29.	General Credit and Discount Company -	Baxter, Rose, Norton, and Co.
30.	Plaintiffs in Gardner v. The Company (2), and Drawbridge v. The Company.	Walker and Martineau.
31.	The Company, in relation to the suits of the Imperial Mercantile Credit Associaiton v. The Company, The General Credit and Finance Company of London v. The Company, and The Company v. The Imperial Mercantile Credit Association.	Tathams, Curling, and Walls.
32.	Rev. G. J. Hilton and R. J. Hilton - -	Kingsford and Dorman.
33.	C. F. Randolph and others - - -	R. S. Gregson.
34.	Charles Barry - - - -	Whites, Renard, and Floyd.
35.	William Garland - - - -	Haywards, Keele, and Swann.
36.	Messrs. Gammon - - - -	A. C. Cronin.
37.	Thomas Grissell - - - -	J. and J. Hopgood.
38.	John Knowles and others - - -	Harrison, Beal, and Harrison.
39.	William Ashwell - - - -	Noakes, Carlisle, and Francis.
40.	Union Bank - - - - -	Maynard, Son, and Co.
41.	Harvey Dickinson and another - -	Dowse and Darville.
42.	Charles Eastwood - - - -	Heather and Co.
43.	C. S. A. Thellusson and others - -	Heather and Co.
44.	William Walker - - - -	G. Faithfull.
45.	Richard Butt - - - -	Booty and Butt.
46.	J. Parsons and C. M. Potter - -	G. H. Oliver.
47.	Dover Harbour Board - - -	J. Stilwell.
48.	Lieutenant-Colonel John Temple West -	Head and Coode.
49.	John Fowler - - - -	Hargrove, Fowler, and Blunt.
50.	Naylor, Vickers, and Co. - - -	Hargrove, Fowler, and Blunt.
51.	Josiah Borman - - - -	Thos. Kennedy.
52.	London, Brighton, and South Coast Railway Company.	Baxter, Rose, Norton, and Co.
53.	Robert John Waller - - - -	J. and J. Hopgood.
54.	Richard Hodgson - - - -	Walker and Martineau.
55.	Rev. Harry Jno. Bigge - - -	G. L. P. Eyre and Co.
56.	Southwark and Vauxhall Water Company -	Hargrove, Fowler, and Blunt.
57.	Lord Harris and Geo. Cobb - - -	Burder and Dunning.
58.	Messrs. Vigers - - - -	Haywards, Keele, and Swann.
59.	Imperial Mercantile Credit Association (as to case of Jas. Jno. Stevens).	Ashurst, Morris, and Co.
60.	Messrs. Freshfields and Newman, and Messrs. Freshfield.	Wilson, Bristows, and Carpmael.
61.	The Company (as to claim of Ecclesiastical Commissioners).	W. Cleather.
62.	Kent Coal Company - - - -	Newman, Dale, and Stretton.
63.	London, Brighton, and South Coast Railway Company (No. 2).	Baxter, Rose, Norton, and Co.

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Interim Orders and Certificates.

The fourth day of August 1869.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the trustees of the rolling stock deed dated 19th January 1867.

On the application of Henry Jelf Sharp and Hall Rokeby Price, the trustees of the above-mentioned rolling stock deed, and upon hearing the solicitors for the said trustees and for the above-named Company, and upon reading a decree made in certain causes of Waterlow v. Sharp and Gardner v. Sharp, dated the 11th of February 1867, the chief clerk's certificate in the said causes dated the 9th of November 1867, an order in the said causes dated the 7th of December 1867, and a case filed on behalf of the said trustees in the above-mentioned matters on the 31st of July 1869, the arbitrators appointed by the above-mentioned Act do order that, without prejudice to any question, the said London, Chatham, and Dover Railway Company do, on or before the 27th day of August 1869, pay into the London and Westminster Bank to the credit of the arbitrators, to an account to be opened in the names of the arbitrators A. account, the sum of 2,579*l.* 14*s.* 7*d.*, being five weeks arrears (from the 29th of June to the 3rd of August 1869), of the weekly rent of 515*l.* 18*s.* 11*d.* mentioned in the said order dated the 7th of December 1867, and thereby directed to be paid by the said Company into the Court of Chancery to the credit of the said causes, Waterlow v. Sharp and Gardner v. Sharp; and that the said Company do, on or before the 27th day of August 1869, pay into the said bank, to the like credit and account, the sum of 1,031*l.* 17*s.* 10*d.*, being two weeks like rent from the 3rd day of August to the 17th day of August 1869. And the arbitrators do further order that the said Company do also pay into the said bank, to the like credit and account, the further sum of 515*l.* 18*s.* 11*d.* week by week for every week after the 17th day of August 1869 until further order, on or before the Friday in the week following that in which such weekly payments respectively shall become due, the first of such weekly payments to be made on or before Friday the 3rd day of September 1869. And the arbitrators do further order that all the before-mentioned payments, as and when the same shall be made, do remain on deposit receipt at the said bank until further order; and that each such receipt, as and when received by the said Company, be forthwith delivered to the arbitrators. And the arbitrators do further order that the costs of this application and relating thereto be costs in the said matters.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The twelfth day of November 1869. A.D. 1871.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of a suit in the Court of Chancery between the Credit Foncier and Mobilier of England, Limited (in liquidation), on behalf of themselves and all others the holders of debentures on the Eastern Section undertaking of the defendant Company, plaintiffs, and the London, Chatham, and Dover Railway Company, and others, defendants.

On the application of the plaintiffs in the above-mentioned suit which was pending at the passing of the above-mentioned Act, and on hearing other parties to the said suit, and on reading section twenty-five of the said Act, enacting that, notwithstanding anything in that Act contained, the arbitrators might allow any action, suit, motion, petition, rule, account, inquiry, or other proceeding which might be pending at the time of the passing of that Act to proceed to judgment or such other stage as they might think fit; and the arbitrators might in their discretion adopt any judgment, verdict, decree, order, or certificate made upon such action, suit, motion, petition, rule, account, inquiry, or other proceeding, and might adopt and avail themselves of all proceedings and inquiries, and of any evidence taken therein, as they might think fit, and might make their award in pursuance, either wholly or partially, of any suit, judgment, verdict, decree, order, certificate, proceeding, or inquiry, and such award should have the same force and effect as if it had been made in pursuance of a judgment or determination delivered by the arbitrators; and the arbitrators appointed by the said Act thinking fit to allow the said suit to proceed in the manner and to the stage in this order directed—

The arbitrators do order that the plaintiffs in the said suit be at liberty to proceed therewith in the Court of Chancery, they undertaking not to ask any relief therein against the London, Chatham, and Dover Railway Company, and, in case a decree is made therein against any defendant, not to issue execution thereon without the leave of the arbitrators first obtained.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The twenty-second day of November 1869.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the City Lines undertaking and the City Lines lenders.

It being admitted, and the arbitrators appointed by the above-mentioned Act being of opinion, that the amount already advanced and paid by the City Lines lenders since the passing of the Arrangement Act of 1867, to discharge claims of unpaid vendors of lands acquired for the City Lines undertaking and the amount to be provided to discharge like claims remaining, together exceed the sum of two hundred and ten thousand pounds, and the City Lines lenders agreeing to

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receive interest on the amount already advanced by them as aforesaid at the rate of five per centum per annum—

The arbitrators, without prejudice to any question, do order as follows; (namely,)

1. That the London, Chatham, and Dover Railway Company do, within fourteen days after the date of this order, pay to the trustees of the City Lines lenders the sum of one hundred and twenty-six thousand six hundred and eighty pounds eight shillings and ninepence, with interest at the rate of five per centum per annum, as from the dates of the several advances to that amount already made as aforesaid by the City Lines lenders until payment, and do from time to time, as and when claims of unpaid vendors as aforesaid are ready to be discharged, pay to those vendors sums sufficient to discharge their claims, not exceeding in the whole the sum of eighty thousand pounds.

2. That the conveyance of lands in respect of which claims of vendors are so discharged as aforesaid be made to the London, Chatham, and Dover Railway Company.

3. That the London, Chatham, and Dover Railway Company and the said trustees do proceed with sales of such of the lands acquired for the City Lines undertaking as are superfluous.

4. That the moneys paid by the London, Chatham, and Dover Railway Company under this order be recouped to them out of the first moneys received on such sales as aforesaid, and that, subject to further order, the moneys so recouped be applicable by the London, Chatham, and Dover Railway Company to the purposes to which the moneys paid by them under this order would have been applicable, and accordingly be carried to the account or be made part of the fund to which the sums so paid stood, or of which they formed part before the payment thereof.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The twenty-fifth day of November 1869.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869.

The arbitrators appointed by the above-mentioned Act do certify that they have determined that the London, Chatham, and Dover Railway Company are entitled to the three thousand three hundred and seventy-six pounds seventeen shillings and tenpence cash, and four thousand eight hundred and six pounds ten shillings bank 3*l.* per cent. annuities, appearing by the certificate of the Accountant General of the Court of Chancery, dated 16 November 1869, to be remaining on the credit of the cause Gardner v. London, Chatham, and Dover Railway Company, 1866. G. No. 107, and also to the twelve shillings and eightpence cash, and forty-three pounds two shillings and sevenpence bank 3*l.* per cent. annuities, appearing by the certificate of the said Accountant General, dated 16 November 1869, to be remaining on the credit of the cause Drawbridge v. The London, Chatham, and Dover Railway Company, and the one thousand five

hundred and forty-seven pounds fifteen shillings and threepence bank 3*l.* per cent. annuities, appearing by the last-mentioned certificate to be remaining on the credit of the last-mentioned cause Railway Arches Account, and any interest to accrue on the said several amounts of bank annuities, and do order and direct that the London, Chatham, and Dover Railway Company do apply to the High Court of Chancery for the transfer and payment of the said bank annuities, cash, and interest to them or to such person or persons as they may under their seal appoint.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The eleventh day of December 1869.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the London, Chatham, and Dover Railway Company's claim for purchase money against the West London Wharves and Warehouses Company (in liquidation).

On the application of the London, Chatham, and Dover Railway Company, claimants in the proceedings on the above-mentioned claim which were pending at the passing of the above-mentioned Act, and on reading section twenty-five of the said Act, enacting that, notwithstanding anything in that Act contained, the arbitrators might allow any action, suit, motion, petition, rule, account, inquiry, or other proceeding which might be pending at the time of the passing of that Act to proceed to judgment or such other stage as they might think fit; and the arbitrators might in their discretion adopt any judgment, verdict, decree, order, or certificate made upon such action, suit, motion, petition, rule, account, inquiry, or other proceeding, and might adopt and avail themselves of all proceedings and inquiries, and of any evidence taken therein, as they might think fit, and might make their award in pursuance, either wholly or partially, of any suit, judgment, verdict, decree, order, certificate, proceeding, or inquiry, and such award should have the same force and effect as if it had been made in pursuance of a judgment or determination delivered by the arbitrators; and the arbitrators appointed by the said Act thinking fit to allow the said proceedings to be carried on—

The arbitrators do order that the London, Chatham, and Dover Railway Company be at liberty to carry on the said proceedings.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

A.D. 1871.

The tenth day of February 1870.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the Queen on the prosecution of the London, Brighton, and South Coast Railway Company v. The London, Chatham, and Dover Railway Company.

On the application of the London, Brighton, and South Coast Railway Company, and after hearing counsel for the parties and reading a certain order of Her Majesty's Court of Queen's Bench at Westminster, bearing date the 28th day of May 1867, whereby it was ordered that all further proceedings in the matter of the mandamus in the above-mentioned prosecution should be stayed, with costs (to be paid by defendants to the prosecutors, their attorneys, or agents) to be taxed, and after reading also a certain other order of the said court in the said matter, bearing date the 31st day of January in the 31st year of Her Majesty's reign, whereby it was ordered that the proceedings of the master to tax the costs of the said prosecution be discontinued or suspended under the provisions of the 4th section of the London, Chatham, and Dover Railway (Arrangement) Act, 1867, and after reading also the 25th section of the above-mentioned London, Chatham, and Dover Railway (Arbitration) Act, 1869, whereby it was enacted that we, the arbitrators under that Act, might allow any proceeding which might be pending at the time of the passing of that Act, as therein mentioned, to proceed to such stage as we might think fit, we, the said arbitrators, acting under the powers and authorities conferred upon us by such last-mentioned Act, do hereby order and direct that the taxation of costs under the said order of court of the 28th day of May 1867, and discontinued or suspended by the said order of court of the 31st day of January, in the 31st year of Her Majesty's reign, be forthwith proceeded with and completed by the proper taxing officer of the Court of Queen's Bench on the application of either party on giving two days notice to the other party; and further, that the said taxing officer shall immediately after the completion of the said taxation make out his certificate of the result thereof, and cause the same to be delivered to us.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The eighteenth day of February 1870.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the following three several suits pending in the Court of Chancery, namely, (1) the suit wherein the Imperial Mercantile Credit Association, Limited, are plaintiffs, and the London, Chatham, and Dover Railway Company and others are defendants; (2) the suit wherein the ame company are plaintiffs, and the same association and others are defendants; and (3) the suit wherein the General Credit and Finance Company, Limited, and the General Credit and Discount Company, Limited, are plaintiffs, and the said railway company and others are defendants.

On hearing the parties to the above-mentioned suits, the arbitrators appointed by the above-mentioned Act being of opinion that there is owing to the above-

mentioned association (in this order referred to as the association) by the above-mentioned railway company (in this order referred to as the railway company) the principal sum of 119,500*l.*, with the sum of 22,452*l.* 1*s.* 2*d.* for interest, at the rate of five per centum per annum (less income tax) on the sum of 135,000*l.*, from the 17th day of June to the 16th day of July 1866, and on the said sum of 119,500*l.*, from that day to the date of this order, and the amount of principal and interest as aforesaid being admitted—

The arbitrators, without prejudice to any question, do order as follows; (that is to say),

1. That until further order the receivers appointed in the first above-mentioned suit do continue to receive the rents in arrear, and growing rents from such of the lands described in paragraph 59 of the bill of complaint in that suit as are superfluous.

2. That, subject to the satisfaction of vendors liens for unpaid purchase money (if any), the said receivers do receive the net money agreed to be paid, but not already paid, by purchasers of such parts of the said lands as have been sold, and all interest accrued or to accrue due thereon.

3. That on receipt by the said receivers of the purchase money and interest aforesaid, the railway company, and all other necessary and proper parties (if any), do execute to those purchasers all proper conveyances and assurances of the lands purchased by them respectively.

4. That Charles Kaye Freshfield, Henry Ray Freshfield, William Dawes Freshfield, and Edwin Freshfield, defendants in the above-mentioned suits respectively, do pay to the said receivers the sum of 8,846*l.* 18*s.* 5*d.*, admitted to be now in their hands, in respect of purchase money of parts of the said lands, after deducting therefrom the costs of and incident to sales thereof up to the date of this order, such costs to be taxed on the application of the railway company, in case the last-mentioned defendants and the railway company differ about the same, and such payment to be made within fourteen days after the amount of such costs has been agreed on, or after the completion of such taxation, as the case may be.

5. That Francis Vigers, a defendant in the said suits respectively, do, on or before the 16th day of March 1870, pay to the said receivers the sum of 8,545*l.* 2*s.* 9*d.*, admitted to be now in his hands, in respect of the deposits on the purchase money of parts of the said lands.

6. That the said receivers do apply the net balance of money admitted to be now in their hands, and of the sum to be paid by the defendants, Messrs. Freshfield and Francis Vigers as aforesaid, and of the amounts received and to be received by the said receivers in respect of purchase money and interest as aforesaid in manner following; namely,

(*a.*) In discharging the amount owing for principal and interest to the association by paying to John Cunliffe Pickersgill Cunliffe, a defendant in the said suits respectively, on behalf of himself and of Thomas Fielden, Samuel Fielden, John Fielden, and Joshua Fielden, defendants in the first-mentioned suit, so much of that amount as shall be payable to them for principal and interest as between them and the association, and by paying to the association the balance which, after such payment to John Cunliffe Pickersgill Cunliffe as aforesaid, will remain owing to the association for principal and interest as aforesaid.

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(*b.*) In paying the residue into the London and Westminster Bank to the credit of the arbitrators, to an account to be opened in the name of the arbitrators—B. account.

7. That such of the said lands as have not already been sold be sold, and that the sales be conducted by the association (with the concurrence of the railway Company) until the amount of principal and interest owing to the association is discharged, and thereafter by the railway company.

8. That the said receivers do receive the net purchase money (including deposits) to be received on such sales, and all interest to accrue due thereon.

9. That on receipt by the said receivers of the last-mentioned purchase money and interest the railway company, and all other necessary and proper parties (if any), do execute to the purchasers on such sales all proper conveyances and assurances of the lands purchased by them respectively.

10. That the said receivers do pay the same purchase money and interest, and all rents to be received by them as aforesaid, into the said bank to the said account.

11. That all money paid into the said bank under this order do remain there on deposit receipt until further order, and that each deposit receipt, as and when received by the said receivers, be forthwith delivered to the arbitrators.

12. That, notwithstanding anything in this order, the railway company be at liberty, out of any money in their hands, to discharge the amount of principal and interest for the time being owing to the association, or any part thereof.

13. That any money so paid by the railway company be recouped to them out of the purchase money of the said lands sold or to be sold, and that, subject to further order, the money so recouped be applicable by the railway company to the purposes to which the money paid by them under this order would have been applicable, and accordingly be carried to the account or be made part of the fund to which the money so paid stood, or of which it formed part before the payment thereof.

And the arbitrators do further order that nothing in this order shall affect such portion of the lands described as aforesaid in paragraph 59 of the said bill as is therein described as follows: "Blackfriars Road land at corner of "Southwark Street, frontage between Blackfriars Bridge, Blackfriars Road, "Southwark Street, and Blackfriars Station."

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The eleventh day of June 1870.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the suit of the Sevenoaks, Maidstone, and Tunbridge Railway Company v. The London, Chatham, and Dover Railway Company (1868 S. No. 8).

On the application to the arbitrators appointed by the above-mentioned Act of the plaintiffs in the above-mentioned suit the arbitrators do appoint Gerrard

Johnson, the now secretary of the Sevenoaks, Maidstone, and Tunbridge Railway Company, to be receiver in the said suit in the stead of William Ezekiel Johnson, deceased, the late receiver, on his entering into his own recognizance for the sum of 11,500*l.* A.D. 1871.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The eleventh day of June 1870.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869.

The arbitrators appointed by the above-mentioned Act do certify that they have determined that the London, Chatham, and Dover Railway Company are entitled to the fifty-five thousand nine hundred and fifty-six pounds one shilling bank three per cent. annuities appearing by the certificate of the Accountant General of the Court of Chancery, dated the first day of June 1870, to be remaining on the credit of the causes of Waterlow v. Sharp, 1867, W. 18, and Gardner v. Sharp, 1867, G. 10, and any interest due and to accrue due on the said sum of bank annuities, and do order and direct that the London, Chatham, and Dover Railway Company do apply to the High Court of Chancery for the transfer and payment of the said bank annuities to them or to such person or persons as they may appoint.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The fifteenth day of July 1870.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869.

The arbitrators appointed by the above-mentioned Act having by their certificate and order in this matter of the eleventh day of June 1870 certified that they had determined that the London, Chatham, and Dover Railway Company are entitled to the fifty-five thousand nine hundred and fifty-six pounds one shilling bank three per cent. annuities appearing by the certificate of the Accountant General of the Court of Chancery, dated the first day of June 1870, to be remaining on the credit of the causes of Waterlow v. Sharp, 1867, W. 18, and Gardner v. Sharp, 1867, G. 10, and any interest due and to accrue due on the said sum of bank annuities; and having thereby ordered and directed that the said Company should apply to the High Court of Chancery for the transfer and payment of the said bank annuities and interest to them or to such person or persons as they might appoint, do hereby further certify that the said bank annuities and interest are part of the assets of the said Company, to be distributed or applied under the direction of the arbitrators; and to order and direct that the said Company, or such person or persons as aforesaid, do, on such transfer and payment as aforesaid being made, sell the said bank annuities, and

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do pay the net proceeds of such sale, and the money received for such interest as aforesaid, into the London and Westminster Bank, to be placed there to the account of the arbitrators, distinguished as their C. account, and to remain there until the arbitrators make further order respecting the distribution or application thereof as part of such assets as aforesaid.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

The sixteenth day of July 1870.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of a suit in the Court of Chancery between James Dowie, on behalf of himself and all others, the mortgagees of the undertaking authorised by the Crystal Palace and South London Junction Railway Act, 1862, plaintiffs, and the Crystal Palace and South London Junction Railway Company, and the London, Chatham, and Dover Railway Company, defendants.

On the application of the Crystal Palace and South London Junction Railway Company, defendants in the above-mentioned suit which was pending at the passing of the above-mentioned Arbitration Act, and on hearing the parties to the said suit, and on reading section twenty-five of the same Act, enacting that, notwithstanding anything in that Act contained, the arbitrators might allow any action, suit, motion, petition, rule, account, inquiry, or other proceeding which might be pending at the time of the passing of that Act to proceed to judgment or such other stage as they might think fit, and the arbitrators might, in their discretion, adopt any judgment, verdict, decree, order, or certificate made upon such action, suit, motion, petition, rule, account, inquiry, or other proceeding, and might adopt and avail themselves of all proceedings, inquiries, and of any evidence taken therein, as they might think fit, and might make their award in pursuance, either wholly or partially, of any suit, judgment, verdict, decree, order, certificate, proceeding, or inquiry, and such award should have the same force and effect as if it had been made in pursuance of a judgment or determination delivered by the arbitrators; and the arbitrators appointed by the same Act thinking fit to allow a petition to be presented in the said suit for the purposes in this order appearing, and to be proceeded with in the manner in this order directed—

The arbitrators do order that the defendants, the Crystal Palace and South London Junction Railway Company, be at liberty to present a petition for the transfer and payment out of court to them of the sum of 1,811*l.* 5*s.* 9*d.* bank 3*l.* per centum annuities, and 75*l.* 11*s.* 2*d.* cash, or such other sum or sums as may be standing to the credit of the said suit, and that the defendants, the London, Chatham, and Dover Railway Company, do appear on the petition and not oppose the application.

(Signed) Salisbury.
(Signed) Cairns.

E. Tucker, Secretary.

SECOND SCHEDULE.

A.D. 1871.

London, Chatham, and Dover Railway Arbitration.

SECOND AND FINAL AWARD.

To all to whom these Presents shall come: We, Robert Arthur Talbot Marquess of Salisbury and Hugh McCalmont Baron Cairns, send greeting:

Whereas on 12 July 1869 an Act of Parliament was passed, with the short title of The London, Chatham, and Dover Railway (Arbitration) Act, 1869 (in this award referred to as the Arbitration Act):

And whereas the Arbitration Act enacts (among other things) to the effect (section sixteen), that for the purpose of determining the matters by that Act referred to arbitration, we should be and were thereby appointed the arbitrators, whose decision in all matters should be final and without appeal:

And whereas the Arbitration Act further enacts (among other things) to the effect (section twenty-nine) that the arbitrators may from time to time make any award touching any one or more of the questions, matters, or things before them, and as to all or any one of the matters thereby referred:

And whereas we proceeded in the reference and made our first award dated 18 August 1870:

And whereas by our first award we stated to the effect, that we intended by our next and final award to supplement our first award, and particularly to settle a scheme for the reconstitution and the future government of the Company (which under the Arbitration Act could only be done by our final award), and thereby to provide for a fresh election of directors in lieu of the system of management of the Company established by the Arrangement Act of 1867, and to give votes at general meetings in various proportions to holders of arbitration debenture, preference, and ordinary stock

And whereas we have by writing under our hands further extended the time for making our final award until 28 February 1871:

And whereas we have further proceeded in the reference:

And whereas we have in manner in our first award and this award appearing, and by the provisions therein respectively made concerning the rights, interests, and priorities affected by our awards, and for the discharge and satisfaction of debts, liabilities, liens, charges, incumbrances, and claims, and for the distribution and application of assets, and of future net revenue, ascertained and determined the matters by section seventeen of the Arbitration Act, referred to us and described in paragraphs (*a*) to (*e*) of that section, inclusive:

And whereas before our first award we caused to be published an advertisement to claimants, a copy whereof, with a note stating the mode and times of publication thereof, is set forth in the appendix to this award:

And whereas various claims have been submitted to or considered by us since our first award, and the same, or some of them, remain to be provided for by this award:

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And whereas after our first award we caused to be published a notice to bar claims, a copy whereof, with a note stating the mode and times of publication thereof, is set forth in the appendix to this award:

And whereas further printed cases (a list whereof is set forth in the appendix to this award) have been brought before us by parties to the reference:

And whereas we have read, heard, and considered those cases and other documents filed, and the evidence produced, and what was alleged by counsel and solicitors for the parties:

And whereas we have caused to be prepared and carefully revised in duplicate a schedule of the lands which are now ascertained by us to have been superfluous lands of the Company on 30 June 1870, and which are subject to the directions of section ten of our first award (relating to the sale and conversion into money of superfluous lands), with plans in duplicate of the same lands, the schedule and plans being connected together by reference numbers, and one of the duplicates of the schedule containing a detailed valuation of the lands made by our directions, and we have for identification caused the same duplicate schedule and plans to be signed by the secretary, and sealed with the seal of the arbitration:

And whereas some supplemental directions are requisite respecting the Company's arbitration land account constituted under our first award, and respecting conveyances of land in which the Company are interested:

And whereas we have determined that the London, Brighton, and South Coast Railway Company are not entitled to set off, as they claimed to do, the amount of purchase money for land payable by them to the Company against the amount of purchase money or land payable to them out of the Company's arbitration land account:

And whereas in Part I. of Schedule A. to this award there are comprised uncompleted land purchases of the Company additional to those comprised in Schedule A. to our first award, and in Part II. of Schedule A. to this award is comprised a case in which expenses are chargeable against the Company in respect of a land purchase:

And whereas in Schedule B. to this award, are comprised outstanding charges on the superfluous lands of the Company additional to those comprised in Schedule B. to our first award:

And whereas in Schedule C. to this award are comprised liabilities of the Company which we have determined shall be discharged by payment in full in money; (namely),

(1.) Costs allowed by us as detailed in that schedule, the amount being allowed after the bills brought in had been at our request examined and reported on to us by Mr. Skirrow, the taxing master of the Court of Chancery, to whom the taxation of costs in the suits of Gardner v. The Company, and Waterlow v. Sharp, and other suits was referred:

(2.) Sums which have been agreed or which we have directed to be paid in discharge of claims against the Company arising out of notices to treat for lands for the Farnborough extension undertaking of the Company:

(3.) A sum agreed to be paid in discharge of liabilities of the Company arising under an assignment to them of leasehold property, which is under this award to be re-assigned by them to the assignor:

And whereas in Schedule G. to this award are enumerated general creditors of the Company in respect of various late sections of their undertaking, whose debts we have determined shall be discharged by the allocation of amounts of arbitration debenture and ordinary stock in the proportions therein mentioned:

And whereas we have determined that Messrs. Walter, Macfarlane, & Co. are not creditors of the Company:

And whereas in Schedule J. to this award there is named a general creditor of the Company in respect of the late Eastern Section undertaking of the Company whose debt we have determined shall be discharged by the allocation of an amount of arbitration preference stock equal to the full amount (fractions excepted) of that debt:

And whereas in Schedule K. to this award are enumerated general creditors of the Company in respect of their late general undertaking, being for the most part for goods supplied and work done for carrying on the Company's undertaking, whose debts we have determined shall be discharged by the payment and allocation, in the proportions therein mentioned, of money and of arbitration ordinary stock:

And whereas we have determined that the London, Brighton, and South Coast Railway Company are not entitled to the set-off claimed by them in respect of any of the matters comprised in their claim (No. 2), and they are placed according for the whole amount of their claim allowed against the Company in respect of the Company's late general undertaking among general creditors in the same schedule:

And whereas the following suit was at the passing of the Arbitration Act and is now pending, (namely,) a suit in the Court of Chancery wherein the Crédit Foncier and Mobilier of England, Limited (in liquidation), on behalf of themselves and all others the holders of debentures on the late Eastern Section undertaking of the Company are plaintiffs, and the Company and others are defendants (in this award referred to as the Crédit Foncier suit):

And whereas by the bill in the Crédit Foncier suit it is stated (paragraph 1) to the effect that the object of the suit is to obtain relief against the Company (therein-after called the defendant company) in respect of certain debentures issued by the defendant company on the security of their Metropolitan Extensions undertaking, Eastern Section, which were taken up to the extent of 200,000*l.* by the plaintiff company, and also against the former directors, solicitors, and contractors of the defendant company or their estates, in respect of their conduct at the time of and subsequently to and in connexion with the issue of those debentures:

And whereas the prayer of the bill (as re-amended) in the Crédit Foncier suit, with the names of the defendants, is set forth in the appendix to this award:

And whereas by our order of 12 November 1869, set forth in the appendix to our first award, we ordered to the effect that the plaintiffs in the Crédit Foncier suit should be at liberty to proceed therewith in the Court of Chancery, they undertaking not to ask any relief therein against the Company, and in case a decree should be made therein against any defendant, not to issue execution thereon without our leave first obtained:

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And whereas by our first award (section thirty-five) we awarded to the effect that the Company should discharge the liabilities described in Schedule H. to that award, being the liabilities of the Company in respect of all Eastern Section debentures, by appropriating, and, on demand, issuing and distributing, proportionately to and among the several holders for the time being of those debentures, or their representatives, arbitration preference stock to the aggregate amount of those debentures, and also to the respective aggregate amounts of the arrears of interest and B. debenture stock therein also stated, and that on the issue to the several persons and bodies entitled of arbitration stock as required by that provision, such debentures and such certificates for the B. debenture stock described in that schedule as were held by them respectively should be delivered up to the Company and cancelled:

And whereas after and in pursuance of our first award the plaintiff company in the Crédit Foncier suit, or their representatives, brought in to the Company the Eastern Section debentures to which that suit relates, and delivered them up to the Company to be cancelled, and accepted the certificates for arbitration preference stock issued in substitution for the same under section thirty-five of our first award:

And whereas on 12 May 1870 a cross bill for discovery in aid of the defence of Lord Sondes and others, defendants in the Crédit Foncier suit, was filed in the Court of Chancery against the plaintiff company in the Crédit Foncier suit, and the former and present liquidators and the solicitor of that Company:

And whereas by our order of 24 January 1871, set forth in the appendix to this award, we ordered to the effect that our order aforesaid of 12 November 1869 should be discharged, and that the Crédit Foncier suit and the cross suit should be set down for hearing before us on 3 February 1871, and that the plaintiffs in the Crédit Foncier suit and all other parties should be at liberty then to examine before us any witnesses whom they might desire to produce, and that the plaintiffs in that suit and in the cross suit respectively should also be at liberty then to cross-examine any of the defendants thereto on their answers therein respectively:

And whereas accordingly on 3 February 1871 we sat to hear the Crédit Foncier suit and the cross suit, and the plaintiffs in the Crédit Foncier suit and other parties to the suits attended before us, and the plaintiffs in the Crédit Foncier suit having asked for an adjournment of the hearing, we called on them to open their case in order that we might (among other things) judge whether there were grounds for an adjournment, but they by their counsel declined to do so:

And whereas we have read and considered the pleadings in the Crédit Foncier suit and in the cross suit:

And whereas (as directed by section twenty-two of the Arbitration Act) we have determined the matters in question in the Crédit Foncier suit, as between the plaintiffs and the defendants other than the Company, in accordance with the legal and equitable rights of the parties as recognised in the courts of law and equity:

And whereas accordingly we are of opinion, on the statements of the plaintiffs themselves in their bill (as re-amended) in the Crédit Foncier suit, and on the statements of their former and present liquidators and their solicitor in their respective answers to the cross bills, that the plaintiffs in the Crédit Foncier

suit are not entitled to any of the declarations sought by their bill, except the declaration specified in the first paragraph of the prayer, to the effect that the Eastern Section debentures are valid as against the Company (the validity whereof has never been disputed by the Company, and the full benefit whereof the plaintiffs in the Crédit Foncier suit have had and accepted under our first award), and that they are not entitled to the relief sought by their bill or to any part thereof:

And whereas it has been represented to us by the board of the Company that the providing of better and more extensive terminal and station accommodation at some parts of the Company's railways, and the execution and doing of certain other works and things requiring capital expenditure, would be of great advantage to the Company:

And whereas, having regard to the present circumstances of the Company, we have thought it expedient not to direct by our award the raising of capital for those or other purposes, but to make provision in that behalf in the form of a power of raising additional capital vested in the Company, but not exerciseable except with the consent of certain proportions of the votes of the holders of arbitration debenture, preference, or ordinary stock (as the case may require):

And whereas some supplemental provisions are requisite respecting the undertakings of the Crystal Palace, Kent Coast, and Sevenoaks Companies:

And whereas on the taking of an account between the Company and the Sevenoaks Company up to 30 June 1870 we have found and determined that no money is due or payable by the Company to the Sevenoaks Company, and we have, on the other hand, determined that the Company shall not make any claim against the Sevenoaks Company in respect of any balance that may appear to be due or payable to the Company on that account:

And whereas the Arbitration Act enacts (section twenty) to the effect (among other things) that the Company shall work and maintain, in such a manner as we shall determine to be efficient (fair and reasonable regard being had to the provisions therein mentioned), the railways of the Sevenoaks Company as an integral part of the Company's undertaking, but no proposal has been made to us for the determination of that matter:

And whereas a representation has been made to us by the respective chairmen of the Crystal Palace, Kent Coast, and Sevenoaks Companies of the importance in the interest of those three Companies respectively, as well as in that of the Company, of an entire fusion of the three Companies respectively with the Company, but as it is not in our power to direct such a fusion we have not considered the expediency of the same, it being nevertheless our intention that our awards should be deemed to be without prejudice to any application to Parliament for such a fusion:

And whereas some clerical errors in documents used for purposes of our first award have been reproduced in the schedules to our first award, and some typographical and other errors have been discovered in those schedules, and we have thought fit to describe and correct the same in the appendix to this award:

Now know ye, that all matters referred by the Arbitration Act having been in our opinion finally inquired into and settled as therein provided, we do make

A.D. 1871. this our second and final award in writing under our hands of and concerning such of the matters referred to us as are not comprised in our first award, and do hereby award as follows:

PRELIMINARY.

1. This award may be cited as the London, Chatham, and Dover Arbitration Final Award, and our first award and this award may be cited together as the London, Chatham, and Dover Arbitration Awards.

2. The following enactments (as far as they are applicable for the purposes of and not inconsistent with this award, and as they are amended by subsequent enactments) are hereby incorporated with this award:

The Companies Clauses Consolidation Act, 1845, except sections one hundred and sixty-one and one hundred and sixty-two (relating to access to the special Act):

Part II. of the Companies Clauses Act, 1863, (relating to additional capital,) and Part III. thereof (relating to debenture stock):

and for the purposes of this award the same shall be read as if this award were a special Act.

3. Words have in this award the same meaning as in our first award.

4. The schedules to this award shall be deemed part of this award.

LANDS.

5. The lands described in the schedule and plans aforesaid are the superfluous lands of the Company, subject to the directions of section ten of our first award (relating to the sale and conversion into money of superfluous lands).

6. The schedule of superfluous lands (without the valuation) and one set of the plans shall be open without charge to the inspection of all persons interested in the execution of the trusts of the money from time to time standing to the Company's arbitration land account prior to the ultimate trust for the Company.

7. If at any time the Company are empowered and desire to use for purposes of their undertaking any portion of their superfluous lands, they shall be at liberty to purchase and retain the same on paying to their arbitration land account the amount at which that portion of lands is valued in the schedule of superfluous lands.

8. Section forty-seven of the London, Chatham, and Dover Railway (Various Powers) Act, 1865, as far as it is in force, and section twenty-two of the Arrangement Act of 1867 (respectively relating to leases of superfluous lands), shall continue to operate, but subject and without prejudice to the provisions of our first award requiring the sale of superfluous lands within a limited time after our first award, and to the other provisions of that award respecting superfluous lands.

9. In order to increase the value of the Company's superfluous lands and to facilitate the disposal thereof, there shall be a fund called the Repairs and Improvement Fund, to consist and be applied as follows:

(1.) The fund shall consist in the first instance of the sum of 5,000*l.*, to be provided as directed in this award:

(2.) That sum, or so much thereof as the Company think fit, shall be expended in putting buildings on superfluous lands about to be sold into a

proper state of repair, and in making roads and communications on and to superfluous lands about to be sold:

(3.) Where the buildings and lands on which such expenditure has been made produce on sale a sum exceeding the amount at which the same are valued in the schedule of superfluous lands, the Company may carry to the repairs and improvement fund so much of the excess as they think fit, but so that the fund do never exceed the sum of 5,000*l.*, and may again in like manner and for like purposes expend all or any portion of the fund, and so toties quoties:

(4.) When the Company consider that the repairs and improvement fund is no longer needed they shall apply the balance thereof as assets of the Company.

10. The amount charged on the Company's arbitration land account in favour of the Reverend Harry John Bigge, named in that behalf in Schedule A. to our first award, shall be as follows; (namely,) in respect of purchase money the sum of 5,100*l.*, bearing interest at 5 per centum per annum, and in respect of charges for agreement and fee to a surveyor the sum of 250*l.*, not bearing interest, and he shall not be entitled to receive beyond that sum of 250*l.* any sum for costs or expenses.

11. The amount charged on the Company's arbitration land account in favour of the London, Brighton, and South Coast Railway Company, named in that behalf in Schedule A. to our first award, shall be in respect of purchase money the sum of 11,949*l.*

12. As among the several persons and bodies comprised in Schedules A. and B. to our first award and their representatives, the order, times, and mode of the payments to be made to them (as prescribed by section fourteen of our first award) shall be such order, times, and mode as from time to time appear to the Company most conducive to the effectual execution of the trust declared by that section.

13. The Company shall from time to time, out of the money standing to their arbitration land account, keep down and discharge, as they think necessary or proper, any portion or portions of the interest, costs, and expenses properly payable out of that money, including the costs and expenses for the time being properly incurred by the Company in and about the management and sale of superfluous lands, and the completion of uncompleted land purchases, and the discharge of charges on superfluous lands and incidental thereto.

14. On any such conveyance, reconveyance, release, or sale, as in section fifteen of our first award directed, all necessary and proper parties, including—

The persons being the trustees for the time being under the instruments relating to the City Lines lenders;

All persons being trustees for any other the several persons or bodies comprised in Schedules A. and B. to our first award;

All persons claiming as sub-mortgagees or otherwise under any of the several persons or bodies aforesaid;

shall, if and as the Company require, join or concur in the conveyance, reconveyance, release, or sale, and deliver up to the Company all deeds and muniments of title in their possession or under their control relating to the land comprised in the conveyance, reconveyance, release, or sale, and thereupon all such trustees

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as aforesaid shall be by virtue of this award discharged from their respective trusts as far as they relate to that land, and in every such case the costs and expenses charged on the Company's arbitration land account shall be deemed to include the costs and expenses of such trustees and other persons as aforesaid properly payable by the Company.

15. All persons being trustees for the Company of land contracted to be purchased by or on behalf of the Company shall, if and as the Company require, convey or join in conveying to the Company, or as they direct, the land comprised in the contract, and deliver up to the Company all deeds and muniments of title in their possession or under their control relating to the land, and thereupon all such trustees as aforesaid shall be by virtue of this award discharged from their respective trusts as far as they relate to that land; and in every such case the costs and expenses charged on the Company's arbitration land account shall include the costs and expenses of all such trustees as aforesaid properly payable by the Company, but nothing in this award shall prejudicially affect any indemnity given by the Company to any such trustee.

16. Subject and without prejudice to the full execution of the trusts of the money from time to time standing to the Company's arbitration land account declared by our first award in favour of the several persons and bodies comprised in Schedules A. and B. thereto, and by the foregoing provisions of this award, the money from time to time standing to that account, before being otherwise applied as assets of the Company, shall be and the same is hereby declared to be held in trust for payment—

To the several persons and bodies comprised in Part I. of Schedule A. to this award, or their representatives, of the amount for the time being due to them in respect of the purchase money of lands contracted to be sold to the Company, with interest at the rate agreed, and in the absence of agreement at five per centum per annum until payment, with all such costs and expenses as are properly payable by the Company;

To the person named in Part II. of the same schedule, or his representatives, of the amount for the time being due to him in respect of interest and costs connected with a contract for sale of land to the Company, without interest thereon, but with all such further costs and expenses (if any) as are properly payable by the Company;

To the body named in Part I. of Schedule B. to this award, or their representatives, of the sum therein stated, with interest at four per centum per annum until payment, and with all such costs and expenses as are properly payable by the Company;

and as among the several persons and bodies comprised in Schedule A. to this award, and in Part I. of Schedule B. to this award, in and at such order, times, and mode as from time to time appear to the Company most conducive to the effectual execution of the trust declared by this provision, and subject thereto in trust for payment—

To the persons comprised in Part II. of Schedule B. to this award, or their representatives, of the amount therein stated, with interest at four per centum per annum from the date or several dates of the receipt, by way of dividend by the City Lines lenders of that amount, or of the several component parts thereof until payment.

17. For the purposes of this award the following sections of our first award—

Section eleven (relating to the Company's arbitration land account and inspection thereof);

Section fifteen (relating to conveyances, reconveyances, releases, or sales of lands) with the provisions of this award relative thereto;

Sections seventeen, eighteen, and nineteen (respectively relating to lands);

shall have effect as if the several persons and bodies and claims comprised in Schedules A. and B. respectively to this award had been comprised in Schedules A. and B. respectively to our first award, and as if the trust declared by this award had been declared by our first award, save that for the purposes of this award in section eighteen of our first award (relating to completion of purchases) the periods of two months and six months therein mentioned shall in relation to Schedule A. to this award run from the date of this award.

18. The Company shall pay out of capital the costs payable by them from time to time in respect of the re-investment of the purchase money of lands paid into the Court of Chancery under the provisions of the Lands Clauses Consolidation Act, 1845.

Payments and Discharge of Liabilities.

19. The Company shall pay to the persons named in Schedule C. to this award, or their representatives, on demand, the several sums therein mentioned, and the same shall be accepted by those several persons in full satisfaction and discharge,

As regards the solicitors named in Part I. of that schedule, of their further claim for costs as therein mentioned:

As regards the persons named in Part II. of that schedule, of their claims against the Company arising out of notices to treat for land for the purposes of the Farnborough Extension undertaking of the Company:

As regards the person named in Part III. of that schedule, of his claims against the Company arising under an assignment by him to the Company of leasehold property:

and accordingly, on payment as directed by this provision, the several persons aforesaid shall give to the Company receipts in full in respect of their claims aforesaid, and the several persons named in Part II. of that schedule shall deliver up to the Company the several notices to treat served on them, and any agreements for purchase entered into with them on behalf of the Company, and the person named in Part III. of that schedule shall accept a re-assignment from the Company of the leasehold property assigned by him to the Company, and execute and do all such acts and things relative thereto as the Company reasonably require.

20. The Company shall to an extent not exceeding 4,300*l.* indemnify James Staats Forbes, the general manager of the Company, in respect of any liability incurred by him to the London and County Banking Company in relation to the conduct of the business of the Kent Coal Company.

21. The Company shall appropriate, and, on demand, issue to the several persons and bodies named in Schedule G. to this award, or their representatives, arbitration debenture stock and arbitration ordinary stock to the respective amounts therein set opposite their names.

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The appropriation of arbitration stock as required by this provision shall be in full satisfaction and discharge of the claims of those several persons and bodies against the Company arising before the passing of the Arbitration Act, except any claim under any schedule to or provision of either of our awards other than Schedule G. to this award or the present provision.

On the issue to the several persons and bodies entitled of arbitration stock as required by this provision, they shall give to the Company receipts in full in respect of their claims discharged under this provision, and such deeds, debentures, certificates, and other instruments made or issued by the Company in respect of those claims as are held by them respectively shall be delivered up to the Company and cancelled.

22. The Company shall appropriate and, on demand, issue to the person named in Schedule J. to this award, or his representatives, arbitration preference stock to the amount therein stated.

The appropriation of arbitration stock as required by this provision shall be in full satisfaction and discharge of his claims against the Company arising before the passing of the Arbitration Act, except under any schedule to or provision of either of our awards other than Schedule J. or the present provision.

On the issue of the arbitration stock as required by this provision the person aforesaid, or his representatives, shall give to the Company receipts in full in respect of the claims discharged under this provision, and such deeds, debentures, certificates, or other instruments made or issued by the Company in respect of those claims as are held by him or them shall be delivered up to the Company and cancelled.

23. The Company shall pay to the several persons and bodies named in Schedule K. to this award, or their representatives, the respective sums of money in that schedule set opposite their names, and shall appropriate and, on demand, issue to the same persons and bodies, or their representatives, arbitration ordinary stock to the respective amounts therein also set opposite their names.

The payment of money and the appropriation of arbitration stock as required by this provision shall be in full satisfaction and discharge of the claims of those several persons and bodies against the Company arising before the passing of the Arbitration Act, except under any schedule to or provision of either of our awards other than Schedule K. or the present provision.

On payment to the several persons and bodies entitled of the sums of money aforesaid, and the issue of them of arbitration stock as required by this provision, they shall give to the Company receipts in full in respect of their claims discharged under this provision, and such deeds, debentures, certificates, or other instruments made or issued by the Company in respect of those claims as are held by them respectively shall be delivered up to the Company and cancelled.

Crédit Foncier Suit.

24. As against the Company, the proceedings in the Crédit Foncier suit are hereby absolutely stayed, and the same shall not be in any manner further prosecuted.

As against all the defendants other than the Company, all proceedings in the Crédit Foncier suit are hereby absolutely stayed, except such proceedings as may be necessary or proper with respect to the dismissal of the bill and the taxation and payment of the costs by this award directed.

The defendants in the Crédit Foncier suit shall apply to the Court of Chancery for an order dismissing the bill without costs as against the Company, and with costs as against all the defendants other than the Company, and the plaintiffs in the Crédit Foncier suit shall appear on the application and consent to an order to the effect aforesaid.

The costs of the cross suit for discovery shall be costs of the cause in the Crédit Foncier suit.

The defendants in the Crédit Foncier suit shall further be at liberty, if so advised, to apply to the Court of Chancery in the winding up of the Crédit Foncier and Mobilier of England, Limited, for payment of the costs payable by that Company under the order to be obtained from the Court of Chancery as aforesaid.

Reconstitution and future Government of Company.

25. The members of the Company shall be the holders for the time being of arbitration preference stock and arbitration ordinary stock, but nothing in this award shall affect the incorporation of the Company.

26. For purposes of the Companies Clauses Consolidation Act, 1845, and all other purposes, holders of arbitration preference stock shall be deemed shareholders of the Company, and arbitration preference stock shall be deemed capital of the Company.

27. The first ordinary general meeting of the Company after the date of this award (which, with any adjournment thereof, is referred to in this award as the first ordinary meeting) shall be held on the 13th day of March 1871.

28. From and after the date of this award sections seven to twenty-one (inclusive) of the Arrangement Act of 1867 (relating to the constitution and powers of the Company, and the board, and to auditors) shall cease to operate, and the Company shall be constituted and governed in manner provided by our awards and the enactments incorporated therewith, save that nothing in this award shall affect, before the end of the first ordinary meeting, the constitution or powers of the board under the Arrangement Act of 1867.

29. Subject to the provisions of this award, the holding of arbitration debenture stock shall confer the right to be present in person or by proxy at any meeting of the Company, and to vote thereat.

30. At general meetings of the Company the holders of arbitration debenture stock and the members of the Company shall have votes as follows:

I. Until the preferential dividend on arbitration preference stock has been fully paid in each of two consecutive years, one vote for each complete sum of—

100*l.* Arbitration Debenture Stock.
100*l.* Arbitration Preference Stock.
300*l.* Arbitration Ordinary Stock.

II. Thenceforth, until a dividend of not less than two per centum per annum has been paid on arbitration ordinary stock in each of two consecutive years, one vote for each complete sum of—

300*l.* Arbitration Debenture Stock.
100*l.* Arbitration Preference Stock.
200*l.* Arbitration Ordinary Stock.

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III. Thenceforth no vote for any sum of arbitration debenture stock, but one vote for each complete sum of—

100*l.* Arbitration Preference Stock.
100*l.* Arbitration Ordinary Stock.

31. As long as holders of arbitration debenture stock are under this award entitled to be present in person or by proxy at meetings of the Company, and to vote thereat, then for the purposes of the sections of the Companies Clauses Consolidation Act, 1845, described in Schedule Q. to this award, and for purposes of any standing order of either House of Parliament, holders of arbitration debenture stock shall be deemed shareholders or proprietors of the Company, and arbitration debenture stock shall be deemed paid-up capital of the Company.

32. The right of being present at meetings of the Company, and voting thereat, conferred by this award on holders of arbitration debenture stock, shall not take away, abridge, or prejudicially affect any of the rights or powers to which they would have been entitled, in case such right of being present and voting had not been given to them.

33. Unless in any case on an application in this behalf Parliament otherwise directs, the Company shall not, after the date of this award, raise any additional capital either by borrowing or by issuing shares or stock except with the consent following:

In case the proposed additional capital is intended to rank before or with arbitration debenture stock, then with the consent of three fourths of the votes of such holders of arbitration debenture stock as are present personally or by proxy at a separate meeting of that class of stockholders specially convened for the purpose with notice of the object of the meeting, there being so present at the meeting holders of not less than one half of the whole amount of arbitration debenture stock for the time being carrying votes:

In case the proposed additional capital is intended to rank after arbitration debenture stock, but before or with arbitration preference stock, then with the consent of two thirds of the votes of such holders of arbitration preference stock as are present personally or by proxy at a separate meeting of that class of stockholders specially convened for the purpose with notice of the object of the meeting:

In case the proposed additional capital is intended to rank after arbitration preference stock, but before or with arbitration ordinary stock, then with the consent of two thirds of the votes of such holders of arbitration ordinary stock as are present personally or by proxy at a separate meeting of that class of stockholders specially convened for the purpose with notice of the object of the meeting:

But with such consent as aforesaid, the Company may by virtue of this award from time to time raise additional capital by borrowing on mortgage or debenture stock, or by the issue of new preference shares or stock, or new ordinary shares or stock, to such amount as they think requisite, so that they do not receive by virtue of this section a larger amount in the aggregate than one million pounds sterling.

34. All additional capital raised by the Company under this award shall be raised, created, issued and disposed of on such terms and conditions, at such rate of interest, at such price, in such manner, and at such times as the meeting by whose consent the same is raised or any other like meeting of the same class of stockholders from time to time held, directs, and subject to or in the absence of any such direction as the directors from time to time think advantageous to the Company.

35. All additional capital raised under this award shall be applied for the following purposes, and not otherwise; (namely,) for the purposes of such works for the time being authorised by Parliament, or such other purposes of the Company (including any contribution for the time being authorised by Parliament to the capital of any other company) as the meeting by whose consent the same is raised, or any other like meeting of the same class of stockholders from time to time held, directs, and where the purpose for which additional capital is so raised is wholly or in part the execution of works, the Company shall be at liberty to apply to Parliament or to the Board of Trade for extension (if required) of the time limited for completion of those works.

36. As long as holders of arbitration debenture stock are under this award entitled to be present in person or by proxy at meetings of the Company, and to vote thereat, any Bill in Parliament promoted in the name of or affecting the Company shall not be deemed to be approved by the Company unless it has been submitted to a separate meeting of each of the three classes of holders of arbitration stock specially convened for the purpose with notice of the object of the meeting, and has been approved at each of those meetings by a majority of the votes of the stockholders present, personally or by proxy thereat.

37. With respect to separate meetings of holders of the several classes of arbitration stock, the following provisions shall have effect:

Every such meeting shall be convened by the like notice as by the Companies Clauses Consolidation Act, 1845, is required to be given of a general meeting of a company:

The meeting shall be regulated and conducted as respects quorum and otherwise as far as may be as if the same were a general meeting of the Company:

The chairman shall be any person present and entitled to vote at the meeting chosen by the meeting:

Persons entitled to vote at the meeting shall have votes as at a general meeting of the Company.

38. The number of directors of the Company shall be eight.

39. The directors in office at the date of this award shall continue in office until the end of the first ordinary meeting, and that meeting may either continue in office them or any of them, if qualified, electing others to supply the place of those not continued in office, or may elect a new body of directors, the directors in office at the date of this award being eligible as members of the new body, and any new directors or new body elected shall come into office at the end of that meeting.

40. Any person entitled to be present and vote at a general meeting of the Company shall be qualified to be a director.

41. The quorum of a meeting of directors shall be three.

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42. The remuneration of the directors shall be such as general meetings of the Company from time to time appoint.

43. The auditors in office at the date of this award shall continue in office until the end of the first ordinary meeting, and that meeting may either continue in office the auditors then in office, or either of them, electing an auditor to supply the place of either of them not continued in office, or may elect new auditors, the auditors in office at the date of this award being eligible, and any new auditor elected shall come into office at the end of that meeting.

44. If at any time a general meeting of the Company think fit so to direct, there shall be only one auditor.

45. It shall not be necessary for an auditor to have as qualification any stock in the Company.

46. The remuneration of an auditor shall be such as general meetings of the Company from time to time direct.

47. The year of account of the Company shall be deemed to begin for all purposes on the 1st day of July.

48. Interest on arbitration debenture stock shall be payable half-yearly as from the 30th day of June 1870.

49. If at any time the interest on arbitration debenture stock for one half year is not fully paid, it shall nevertheless not be lawful for any person or body to obtain on that ground the appointment of a receiver of the revenue of the Company or of any part thereof; but nothing in this provision shall restrict any right of any person or body to obtain the appointment of a receiver, by the Court of Chancery or otherwise, according to law, if at any time interest on arbitration debenture stock for a half year becomes due before the interest for previous half years is fully paid.

50. The preferential dividend on arbitration preference stock shall be deemed to be payable yearly as from the 30th day of June 1870, and for the purposes of section fourteen of the Companies Clauses Act, 1863, (restricting the charge of preferential dividend to the profits of each year) incorporated with our first award, the prescribed day for the ending of the year shall be the 30th day of June.

51. The Company shall not be bound in any case to transfer or to issue a certificate for a fractional part of a pound of arbitration debenture, preference, or ordinary stock.

52. The Company shall from time to time dispose, in such manner and at such price as the directors think fit, of the arbitration debenture, preference, and ordinary stock remaining unissued under our awards, and the produce thereof shall be assets of the Company, to be dealt with and accounted for as capital.

Suits and Actions.

53. The suspense period provided in the Arrangement Act of 1867 shall cease at the date of this award.

54. It shall not be lawful for any person or body after the date of this award to institute or bring, or to prosecute or maintain, any suit or action against the Company in respect of any matter referred to us by the Arbitration Act; but nothing in this provision shall interfere with the right of any person or body to take any proceeding under our awards.

55. The suits, actions, and proceedings enumerated in Schedule P. to our first award shall not after the date of this award be maintainable, or be in any manner further carried on, or be revived or renewed; but nothing in this provision shall affect any such suit, action, or proceeding as far as the same is by section forty-six of our first award saved as against any person or body other than the Company.

56. This award shall have effect as if section forty-seven of our first award (relating to bankruptcy) were here repeated.

Crystal Palace, Kent Coast, and Sevenoaks Companies.

57. The agreement of the 9th day of July 1868, between Her Majesty's Postmaster General of the one part, and the Company of the other part (relative to telegraphs), and all agreements consequent thereon (in this award referred to collectively as the telegraph agreements), shall by virtue of this award extend to and include the railways of the three Companies.

58. Out of the sum of 100,000*l.* agreed to be paid by Her Majesty's Postmaster General to the Company in respect of telegraphs, the Company shall pay to the Crystal Palace and Kent Coast Companies respectively, or their representatives, the respective sums of money set opposite their names in Schedule R. to this award, and out of any sum obtained for interest on the said sum of 100,000*l.*, the Company shall pay to those two Companies respectively a sum proportionate to the same respective sums.

The payments directed by this provision shall be in full satisfaction and discharge of the respective claims of those two Companies against the Company under the telegraph agreements.

On payment, as required by this provision, those two Companies respectively shall give to the Company receipts in full in respect of their claims discharged under this provision, and shall execute and do all deeds and things reasonably required by Her Majesty's Postmaster General or the Company for carrying into effect the telegraph agreements.

59. If any further sum is obtained by the Company under the telegraph agreements by way of payment for wayleave, each of the three Companies shall be entitled to have for their own use, as receipts from their undertaking, so much of that sum as is agreed to be paid for wayleave over their respective railways.

60. The Sevenoaks Company shall not be entitled to receive from the Company any money under the telegraph agreements, except in respect of wayleave as aforesaid, and the sum which but for this provision would be payable to the Sevenoaks Company under those agreements as applied by this award shall be deemed to go in reduction of the balance due from the Sevenoaks Company to the Company on the taking of the account between them up to the 30th day of June 1870.

61. Charles Barry and William Garland respectively shall be at liberty to apply to the Court of Chancery in the suit of Dowie v. the Crystal Palace Company for and to obtain such order for the taking of an account between the Company and the Crystal Palace Company, and for payment to Charles Barry and William Garland respectively, or their representatives, out of any money awarded by us to the Crystal Palace Company, and being in court in that

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suit, and appearing to the court properly applicable in that behalf, as the court may think they are respectively entitled to.

62. The Kent Coast Company shall apply to the Court of Chancery for such an order respecting the sum of 17,722*l.* 19*s.* 2*d.* paid into court in the suit of Gardner v. The Company, and the accumulations thereof, as shall be in conformity with our first award, and all money coming to the Company under any such order shall be assets of the Company, to be dealt with and accounted for as capital.

63. The Sevenoaks Company and the Company shall give to one another receipts in full in respect of the claims of each Company against the other on the account between them up to the 30th day of June 1870.

64. If at any time it appears to the Company that any further capital is required for completion of works necessary for the efficient conduct of the traffic of the respective railways of the three Companies, then on a certificate of the Board of Trade certifying to the effect that the proposed works are necessary as aforesaid, and certifying the amount required for the purposes thereof, that one of the three Companies to which the certificate relates may by virtue of this award raise as additional capital of that Company the amount certified by the issue of new preference shares or new preference stock, or of new ordinary shares or new ordinary stock, with the consent following, but not otherwise:

In case the proposed additional capital is intended to rank before or with any preference stock or shares of that Company, then with the consent of two thirds of the votes of such holders thereof as are present personally or by proxy at a separate meeting of that class of stockholders or shareholders specially convened for the purpose with notice of the object of the meeting:

In case the proposed additional capital is intended to rank after all preference stock or shares of that Company, but before or with the ordinary stock or shares of that Company, then with the consent of two thirds of the votes of such holders of the ordinary stock or shares of that Company as are present personally or by proxy at a separate meeting of that class of stockholders or shareholders specially convened for the purpose with notice of the object of the meeting:

and with respect to such separate meetings as aforesaid the provisions of this award relative to separate meetings of holders of the several classes of arbitration stock shall have effect mutatis mutandis.

Expenses.

65. The expenses of the arbitration shown in the further list signed by us shall be paid by the Company.

Application of Assets.

66. Subject to the provisions of our first award, the Company, for the purposes of the directions of this award relative to—

The providing of the repairs and improvement fund:

The payment of the costs of re-investment of purchase money of land:

The discharge of the liabilities comprised in Schedules C. and K. to this award:

The indemnity to James Staats Forbes directed by this award:

The payment of the expenses of the arbitration as aforesaid:

as far as the same are not otherwise provided for by this award, shall apply the cash assets of the Company as existing on the 30th day of June 1870, and any balance at the date of this award available for general purposes of the Company, and any capital of the Company not appropriated or required for any specific purpose by or under our awards.

Dated this 24th day of February 1871.

(Signed) Salisbury.
(Signed) Cairns.

J. Saul, Secretary.

Schedule A.—Uncompleted Land Purchases.

Names of Vendors.	Amount of Purchase Money or Compensation as awarded or agreed.
Part I.	£ s. d.
Angell, Benedict John	120 0 0
Blackburn, Joshua	
Dyke, Sir Percival Hart, Bart.	
Governors of Dulwich College	
Haydon, William	360 0 0
Mack, James	50 0 0
Rice, Catherine	
Stevens, James John	276 0 0
Part II.	
Simonds, James Beart	

Schedule B.—Charges on Superfluous Lands.

	Money. £ s. d.
Part I.	
London, Brighton, and South Coast Railway Company	25 9 0
Part II.	
Assignees in bankruptcy of separate estates of Sir Samuel Morton Peto and Edward Ladd Betts respectively	33,250 0 0

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SCHEDULE C.—Payments in full.

PART I.

	Money. £	s.	d.
FEW AND CO.			
Residue of costs, and costs, charges, and expenses of trustees of rolling stock deed - - - - -	94	11	5

PART II.

Cooper, R., trustees of - - - - - -	52	17	0
Dunkin, Alfred - - - - - -	17	17	0
Dresser, Henry - - - - - -	8	16	0
Dyke, Sir P. H. - - - - - -	21	0	0
Griffin, William - - - - - -	3	3	0
Harris, J. - - - - - - - }	16	10	0
Harris, J., and another - - - - - }			
Norman, George Ward - - - - -	47	5	0
Pascall, Henry and John - - - - -	30	16	0
Ricketts, Sarah, and others - - - - -	24	2	4
Robson, Deborah - - - - - -	12	12	0
Skilliter, Jeremiah - - - - - -	120	0	0
Tredwell, John - - - - - -	1,200	0	0
Waldo, Edmund and Mead - - - - -	299	6	7
Waring, William - - - - - -	2	2	0
Wells, Julia - - - - - - -	134	0	2
White, James - - - - - - -	10	5	0

PART III.

Eastwood, Charles - - - - - -	479	4	9

SCHEDULE G.—General Creditors in respect of several Sections.

General Undertaking.

		Arbitration Debenture Stock. £	s.	d.	Arbitration Ordinary Stock. £	s.	d.
Burchell, William, jun. -	Broad Sanctuary, S.W. -	83	0	0	124	0	0
Coleman, John, executors of.	Priory Farm, Dover -	16	0	0	24	0	0
Conservators of the River Thames.	London - - -	32	0	0	48	0	0
Hammond, Rev. H. A. -	Per Wyatt and Metcalfe, 28, Parliament Street.	13	0	0	19	0	0
M'Laren, Son, and Rolfe	119, Great Russell Street, W.C.	144	0	0	217	0	0
Smith, Son, and Oakley	10, Waterloo Place, Pall Mall, S.W.	81	0	0	121	0	0
Tilleard, Son, Godden, and Holme.	34, Old Jewry, E.C. -	26	0	0	39	0	0
Watt's Charity, trustees of.	Per Lewis, Munns, and Co., 8, Old Jewry, E.C.	194	0	0	292	0	0
Wyatt and Metcalfe -	28, Parliament Street, S.W.	40	0	0	60	0	0

—	—	Arbitration Debenture Stock.	Arbitration Ordinary Stock.
	Metropolitan Extensions.	£ s. d.	£ s. d.
Bowyer, Sir George, and others.	Per Patterson, Snow, and Burney, 40, Chancery Lane, W.C.	10 0 0	22 0 0
Conservators of the River Thames.	London - - -	62 0 0	144 0 0
Evans, Foster, and Rutter	2, Gray's Inn Square, W.C.	4 0 0	8 0 0
Miller, Lavinia - -	Per Mr. James Walter, 2, Clifford's Inn, Fleet Street.	74 0 0	173 0 0
Smith, Richard and William B.	7, New Square, Lincoln's Inn, W.C.	19 0 0	45 0 0
	City Lines.		
Brown and Roberts -	22, Throgmorton Street, E.C.	17 0 0	39 0 0
Conservators of the River Thames.	London - - -	20 0 0	44 0 0
Horne, M. C. W. -	20, Guilford Street, London, W.C.	5 0 0	11 0 0
Phillips, Henry - -	10, Old Jewry Chambers, E.C.	8 0 0	19 0 0

Schedule J.—Eastern Section Creditor.

—	—	Arbitration Preference Stock.
		£ s. d.
Smith, George -	Royal Hill, Greenwich - - -	12 0 0

Schedule K.—General Creditors in respect of General Undertaking.

—	—	Money.	Arbitration Ordinary Stock.
		£ s. d.	£ s. d.
Carter, John - -	Cornhill, London - -	21 0 9	28 0 0
Batcheller, M., and Co. -	Snargate Street, Dover -	1 10 1	0 0 0
Fox, Thomas - -	Dover - - -	25 11 2	35 0 0
Gibson, Fredk. George -	Sittingbourne - -	72 13 6	98 0 0
London and South-western Railway Company.	- - - -	42 2 9	57 0 0
London, Brighton, and South Coast Railway Company.	- - - -	1,794 12 9	1,096 0 0
Martin, J., and Co. -	17, High Street, Rochester -	5 0 5	0 0 0
New River Company -	Clerkenwell, E.C. - -	4 0 0	0 0 0
Tatham, H. E., and Co.	6, Warnford Court, E.C. -	58 4 6	78 0 0

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SCHEDULE Q.—Sections of Companies Clauses Act of 1845.

Section seventy	Extraordinary meetings may be required by shareholders.
Section seventy-two	Quorum for a general meeting.
Section seventy-three	Chairman at general meetings.
Section seventy-four	Business at meetings and adjournments.
Section seventy-six	Manner of voting.
Section seventy-eight	Votes of joint shareholders.
Section seventy-nine	Votes of lunatics and minors, &c.
Section eighty-three	Election of directors.
Section eighty-eight	Rotation of directors.
Section eighty-nine	Supply of occasional vacancies in office of directors.
Section one hundred and seventeen	Inspection of accounts by shareholders at stated times.
Section one hundred and eighteen	Balance sheet to be produced at the meeting.
Section one hundred and nineteen	Book-keeper to allow inspection of the accounts at the appointed times.
Section one hundred and thirty-six	Service by Company on shareholders.
Section one hundred and thirty-seven	Notices to joint proprietors of shares.

SCHEDULE R.—Telegraph Money.

	Money. £	s.	d.
Crystal Palace Company	256	11	8
Kent Coast Company	5,454	0	0

Dated this 24th day of February 1871.

(Signed) SALISBURY.
(Signed) CAIRNS.

J. SAUL, Secretary.

ADVERTISEMENT TO CLAIMANTS.

London, Chatham, and Dover Railway Arbitration Act, 1869.

Among the matters referred to the arbitrators (section 17 of the Act) are the following:

(*d.*) The legal and equitable rights, liens, and priorities of general creditors of the Company, or any person or persons having or claiming any lien, charge, or incumbrance upon any lands in which the Company is interested:

(*e.*) All matters in question as between all the parties in all actions and suits and other proceedings at law or in equity in which the Company is a party.

All persons (if any) coming within the classes of persons referred to under head (*d.*), and not comprised in the classes of persons described in the first schedule hereto, are hereby required to send to me, not later than the first day of July 1870, their names, addresses, and descriptions, the full particulars of their claims, and a statement of their accounts and of the nature of the securities (if any) held by them.

The arbitrators have notice of the suits in Chancery described in the second schedule hereto, and of the actions at law described in the third schedule hereto, to which suits and actions the Company is a defendant. The plaintiffs in all other suits and actions (if any) pending at the passing of the Arbitration Act, to which the Company is defendant, are hereby required to send to me, not later than the first day of July 1870, the particulars of those other suits and actions.

All communications are to be by prepaid post letter addressed to me here.

In this notice and the schedules thereto "the Company" means the London, Chatham, and Dover Railway Company.

By order of the arbitrators,

E. Tucker, Secretary.

London, Chatham, and Dover Railway Arbitration Office,
Westminster Palace Hotel,
Victoria Street, Westminster, S.W.

The First Schedule.—Classes excepted from sending in Claims.

1. Persons who proved their claims in Waterlow v. Sharp.
2. Persons who brought in claims in Waterlow v. Sharp which were disallowed.
3. Persons who sent in their claims to the solicitor of the Company, in pursuance of an advertisement in the London Gazette of 18th August 1868, under the Company's Arrangement Act of 1867.
4. Persons who have already claimed under the arbitration.
5. Debenture holders of the Company.

The Second Schedule.—Suits in Chancery of which further particulars not required.

Agar v. The Company.
Ashford v. The same.
Ashwell v. The same.
Batley v. The same.
Beaumont v. The same.
Bettey v. The same.
Blomfield v. The same.
Brandon v. The same.
Christ's Hospital v. The same.
Cooper v. The same.
Crédit Foncier and Mobilier of England v. The same.
Day v. Sittingbourne and Sheerness Railway Company and the Company.
Dickinson v. The Company.
Dover Harbour Board v. The same.
Dowie v. Crystal Palace and South London Junction Railway Company and the Company.
Drawbridge v. The Company.
Flower v. The same.
Follit v. The same.
Forster v. The same (2).
Foster v. The same.

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Galway, Viscount, v. The same.
Gammon and others v. The same.
Gardner v. Sharp and the Company.
General Credit and Discount Company v. The Company.
Griffiths v. The same.
Harrison v. The same.
Hartridge v. The same.
Heriot v. The same.
Heriot v. The same.
Imperial Mercantile Credit Association v. The same.
Ismay v. The same.
Jacobs v. The same.
Jones v. The same.
Kent Coast Railway Company v. The same.
Lacon v. The same.
Lainson v. The same.
Neave v. The same.
Parsons v. The same.
Pfiel v. The same.
Scarll v. The same.
Sevenoaks, Maidstone, and Tunbridge Railway Company v. The same.
St. Germans, Earl of, v. Crystal Palace and South London Junction Railway Company and the Company.
Stents v. The Company.
Wall v. The same.
Waterlow v. Sharp and the Company.
Woodbridge v. The Company (2).
Wootton v. The same.

THE THIRD SCHEDULE.—Actions at law, of which further particulars not required.

Adamson v. The Company (Exch.).
Ball v. The same (Q.B.).
Bassett v. The same (C.P.).
Binks v. The same (Exch.).
Blackburne v. The same (C.P.).
Borman v. The same (Exch.).
Brandon v. The same.
Brooke v. The same (2) (C.P.)
Chetham v. The same.
Chinnock v. The same (2) (C.P.).
Clark v. The same (4) (C.P.).
Clifton v. The same (C.P.).
Eiloart v. The same (Q.B.).
Etough v. The same (C.P.).
Ford v. The same (Q.B.).
Fox v. The same (Q.B.).
Freeman v. The same.
Garland v. The same (Q.B.).
Gaskin v. The same (Exch.).
George v. The same (Q.B.).
Gray v. The same.
Grenfell v. The same.
Griffiths v. The same (Exch.).
Grissell v. The same (C.P.).
Hammack v. The same (Q.B.).
Harding v. The same (C.P.).
Harrild v. The same (Q.B.).
Harrison v. The same (Q.B.).
Heald v. The same (C.P.).
Heath v. The same (Exch.).
Hend v. The same.
Higgins v. The same (Q.B.).
Horsey v. The same (Q.B.).
Hunt v. The same (C.P.).
Jackson v. The same (C.P.).
Jeffreys v. The same (C.P.).
Knight v. The same.
Knowles v. The same (Q.B.).
Lee v. The same (Q.B.).
Lee v. The same (C.P.).
London, Brighton, and South Coast Railway Company v. The same (Q.B.).
London, Brighton, and South Coast Railway Company v. The same (3) (C.P.).
Lovejoy v. The same (Q.B.).
Miller v. The same (C.P.).
Nash v. The same (Exch.).
Naylor v. The same (Exch.).
Neame v. The same (Q.B.).
Packenham v. The same (Exch.)
Parker v. The same (Q.B.).
Patent Paper Company v. The same (C.P.).
Pinchin v. The same (C.P.).
Pownall v. The same (C.P.).
Queen, on prosecution of London, Brighton, and South Coast Railway Company v. The same (Q.B.).
Radford v. The same (Exch.).
Rainy v. The same (C.P.).
Randall v. The same.
Robinson v. The same (Exch.)
Routledge v. The same (C.P.).
Ryde v. The same (C.P.).

Searle v. The same (Q.B.).
Sharp v. The same.
Shaw v. The Company (C.P.).
Simpson v. The same.
Smallfield v. The Company (Q.B.).
Smith v. The same (C.P.).
Sturdy v. The same (Q.B.).
Thursfield v. The same (Q.B.).
Triphook v. The same (Q.B.).
Vigers v. The same (Q.B.).
Wales v. The same (Q.B.).
Walker v. The same (Q.B.).
Walker v. The same (C.P.).
Whitcombe v. The same (C.P.).
Waterlow v. The same (Q.B.).
Westmoreland v. The same (Q.B.).
Williams v. The same (C.P.).
Wyndham v. The same (Exch.)

*** Published in the Times, 20 June 1870; the Standard, 20 June 1870; the Solicitors Journal, 18 June 1870.

Notice to Bar Claims.

London, Chatham, and Dover Railway (Arbitration) Act, 1869.

Notice to bar Claims—{First / Second and last} Publication.

Among the matters referred to the arbitrators (section 17 of the Act) are the following:

(*d.*) The legal and equitable rights, liens, and priorities of general creditors of the Company, or any person or persons having or claiming any lien, charge, or incumbrance upon any lands in which the Company is interested:

(*e.*) All matters in question as between all the parties in all actions and suits and other proceedings at law or in equity in which the Company is a party.

All persons (if any) coming within the classes of persons referred to under head (*d.*), and not comprised in the classes of persons whose claims are provided for in the first award of the arbitrators, are hereby required to send to me, not later than the 1st day of November 1870, their names, addresses, and descriptions, the full particulars of their claims, and a statement of their accounts and of the nature of the securities (if any) held by them.

All claims against the Company comprised in the reference to the arbitrators will be barred by their next and final award.

The plaintiffs in all suits and actions (if any) pending at the passing of the Arbitration Act, to which the Company is defendant, other than those described in Schedule P. to the first award of the arbitrators, or mentioned in any of the interim orders comprised in the appendix thereto, are hereby required to send to me, not later than the 1st day of November 1870, the particulars of those other suits and actions.

All suits and actions against the Company comprised in the reference to the arbitrators will be stayed or otherwise disposed of by their next and final award.

Communications relative to this notice are to be by prepaid post letter addressed to me here.

A.D. 1871.

In this notice, "the Company" means the London, Chatham, and Dover Railway Company.

Dated the 1st day of { September / October } 1870.

By order of the arbitrators,
E. Tucker, Secretary.

London, Chatham, and Dover Railway Arbitration Office,
Westminster Palace Hotel,
Victoria Street, Westminster, S.W.

*** Published in the Times, 3 September and 1 October 1870; the Standard, 3 September and 1 October 1870; the Solicitors Journal, 3 September and 1 October 1870; the Law Times, 10 September and 1 October 1870.

List of further Cases filed.

1. Crystal Palace Company (Telegraphs) -	Maynard and Son.
2. Kent Coast Company (Telegraphs) -	Maynard and Son.
3. Sevenoaks Company — Further Statements as to account - - -	Haywards, Keele, and Swann.
4. Mortgagees of General Undertaking Supplemental Case and Petition (Costs)	Walker and Martineau.
5. Joseph Gardner and C. P. Drawbridge Supplemental Case and Petition (Costs)	Walker and Martineau.
6. Assignees of Peto, Betts, and Crampton (as to City Lines Lenders and their Trustees) - - - -	Maynard and Son.
7. Victoria Station Improvement Stockholders and Assignees of Peto, Betts, and Crampton - - -	Maynard and Son.
8. Late Directors of Company (as to Crédit Foncier Suit) - - -	W. and H. P. Sharp.
9. G. F. Holroyd (as to Crédit Foncier Suit)	Wadesden and Malleson.
10. The Company (as to City Lines Lenders)	W. Cleather.
11. The Company (as to Rev. H. J. Bigge)	E. R. Keele.
12. J. G. Churchward - - - -	Stevens, Wilkinson, & Harries.
13. John Tredwell - - - -	Belfrage and Middleton.
14. Jeremiah Skilliter - - -	Belfrage and Middleton.
15. The Company (as to Macfarlane and Co.'s Claim) - - - -	W. Cleather.
16. W. Whyte, E. B. Saville, and J. S. Forbes (Kent Coal Company).—Further Statement as to indemnity -	Newman, Dale, and Stretton.

CRÉDIT FONCIER SUIT.

Prayer of Re-amended Bill and Names of Defendants.

The plaintiffs pray as follows:

1. That it may be declared that the said debentures are valid and binding on the defendant company and its property under the authority of the said Acts of 1863 and 1864.
2. That it may be declared that the said Eastern Section undertaking as authorised by the said Acts, except line No. 2 authorised by the Act of 1863, is abortive and can never be carried into execution, and that all the property in the hands or under the control of the defendant company belonging or attributable to or designed for the said undertaking, except as aforesaid, ought to be realised and applied in payment of the amount secured by the said debentures and the interest in arrear thereon.
3. That accounts may be taken of all such property and of all moneys received by the defendant company in respect of the said debentures, and of the application thereof.
4. That accounts may be taken of all moneys received by any of the defendants Charles Kaye Freshfield, Henry Ray Freshfield, William Dawes Freshfield, George Gunnell Newman, Sir Samuel Morton Peto, Edward Ladd Betts, and Thomas Russell Crampton on account of the Eastern Section undertaking, or out of the moneys raised by the said debentures, and that all such moneys may be refunded to or otherwise secured for the benefit of the debenture holders.
5. That it may be declared that the principal money secured by the said debentures is immediately payable, and that accounts may be taken of what is due for principal and interest on the debentures.
6. That it may be declared that the said defendants, the directors, contractors, and solicitors personally, and that the estates of the said deceased directors and the estates of the said contractors, are liable to make good the said principal and interest moneys, and that payment thereof may be ordered against them accordingly, and that the said estates of the deceased directors may be administered if necessary, or that such defendants, and the personal representatives of the said deceased directors, may, in the option of the respective debenture holders, be decreed to take to the said debentures as from the time of their issue, repaying to the debenture holders the amount paid for the debentures, with interest at five per cent. per annum, the debenture holders accounting (as the plaintiffs offer to account) for any money or stock received in respect of the debentures.
7. That a receiver may be appointed of the property of the said Eastern Section undertaking, except line No. 2 aforesaid.
8. That the defendant company and the defendants, the said contractors, and their assignees, may be restrained from parting with the shares in the Eastern Section undertaking if validly issued to any person or persons without notice of the said fraud.

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9. That for the purposes aforesaid all other accounts may be taken, inquiries made, and directions given.

10. That the plaintiffs may have such further or other relief in the premises as the nature of the case may require.

Names of defendants:

The defendants to this re-amended bill of complaint are,
The London, Chatham, and Dover Railway Company;
The Right Honourable George John Milles Lord Sondes;
The Right Honourable George Francis Robert Lord Harris;
George Frederick Holroyd;
William Gladstone;
Edward Watkin Edwards;
Sir Robert Walter Carden, Knight;
George Cobb;
James Lake;
The Reverend William Tylden;
John William Warre Tyndale;
Dame Harriet Theodosia Rich, widow;
Cusack Willis Roney (out of the jurisdiction);
The Reverend George Jones Hilton;
Richard Jones Hilton;
Charles Kaye Freshfield;
Henry Ray Freshfield;
William Dawes Freshfield;
George Gunnell Newman;
Sir Samuel Morton Peto, Bart.;
Edward Ladd Betts;
Thomas Russell Crampton;
Thomas Fenn;
Richard Fothergill, and
Peter Rolt.

INTERIM ORDER.

The twenty-fourth day of January 1871.

In the matter of the London, Chatham, and Dover Railway (Arbitration) Act, 1869,

and

In the matter of the following two several suits pending in the Court of Chancery, namely, (1) the suit wherein the Crédit Foncier and Mobilier of England, Limited (in liquidation), on behalf of themselves and all others the holders of debentures on the Eastern Section undertaking of the defendant company, are plaintiffs, and the London, Chatham, and Dover Railway Company and others are defendants, and (2) the suit wherein the Right Honourable George John Milles Lord Sondes, and others, are plaintiffs, and the Crédit Foncier and Mobilier of England, Limited (in liquidation), and others, are defendants.

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On the application of certain of the defendants in the first above-mentioned suit, and on reading the order dated the twelfth day of November 1869, made in the matter of the above-mentioned Act and in the matter of the said suit by the arbitrators appointed by the said Act, and on hearing the plaintiffs and other parties to the said suit, the arbitrators do order that the said order of the twelfth day of November 1869 be and the same is hereby discharged, and that the said suit and the secondly above-mentioned suit be set down for hearing before the arbitrators on the third day of February 1871, and that the plaintiffs in the first-mentioned suit and all other parties be at liberty then to examine before the arbitrators any witnesses whom they may desire to produce, and that the plaintiffs in the said two suits respectively be also at liberty then to cross-examine any of the defendants thereto on their answers therein respectively.

(Signed) Salisbury.
(Signed) Cairns.

J. Saul, Secretary.

Errata in First Award.

(*a.*) In Schedule C., Part IV., opposite Frere, Cholmeley, and Forster, the sums at paragraphs 3 and 4 and 5 should be transposed so as to stand in this order:

		£	*s.*	*d.*
3	- - - -	21	8	4
4	- - - -	69	17	10
5	- - - -	1,665	1	11

(*b.*) In Schedule C., Part IV., opposite Ashurst, Morris, & Co., the sum 1,536*l.* 1*s.* 11*d.* should be omitted from the outer column.

(*c.*) In Schedule G., Part II., Metropolitan Extensions, opposite Bevan, John, the sum 110*l.* 0*s.* 0*d.* should be 10*l.* 0*s.* 0*d.*

(*d.*) In Schedule K. the name Had, James, should be Hall, James.

(*e.*) In Schedule K. the following entries should be omitted:

		£	*s.*	*d.*	£	*s.*	*d.*
James, J. - -	40, Princes Street, Commercial Road, Lambeth	5	0	0	0	0	0
Sharp, Stewart, and Co. -	Manchester - -	270	6	0	366	0	0
Sloper, Joseph - -	Wallbrook House, Wallbrook, London -	0	17	10	0	0	0

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THIRD SCHEDULE.

An Agreement, made the first day of April one thousand eight hundred and seventy-one, between the London, Chatham, and Dover Railway Company (herein-after called the Dover Company) of the first part, and the Crystal Palace and South London Junction Railway Company (herein-after called the Crystal Palace Company) of the second part.

Whereas by "The London, Chatham, and Dover Railway (Arbitration) Act, 1869," (sec. 18,) it was enacted that the Crystal Palace and South London Junction Railway, and any extension thereof authorised in the then present session of Parliament, should be worked and maintained by the Chatham and Dover Company as an integral part of their undertaking, and by the same Act all questions between the two Companies, as specified in the Act, were referred to the determination of the arbitrators appointed by that Act:

And whereas by "The Crystal Palace and South London Junction Railway Act, 1869," passed in the same session, that Company was authorised to construct a short line (herein-after called the loop line), commencing by a junction with the Metropolitan Extensions line of the Dover Company, and terminating by a junction with certain lines of rails of the London and Brighton (South London) lines, which were specially allocated to and then used by the Dover Company:

And whereas the arbitrators by their first award fixed and determined on what terms, as to maintenance and working expenses, and as to apportionment and appropriation of traffic receipts, the undertaking of the Crystal Palace Company should be worked by the Dover Company, and provided for the due keeping of accounts in respect thereof by that Company:

And whereas by the 15th section of "The Crystal Palace and South London Junction Railway Act, 1869," it was enacted that the Crystal Palace Company, by any resolution passed with the consents therein mentioned, might set apart and appropriate all or any proportion of their tolls, charges, and receipts levied or taken from any railway company, or from any company or person, for the use of or with respect to any traffic upon the railway by that Act authorised (being the said loop line), or any part thereof, or with respect to any traffic upon such railway or part thereof, as a fund for payment of the interest or dividends upon any mortgages, shares, or stock, to be created or granted under the powers of that Act:

And whereas the construction and completion of the said loop line is of great importance to both the Companies parties hereto, and it is estimated that the additional revenue to be derived from the use and working thereof would be very considerable, not only in respect of the proper traffic of each of the two Companies, but also in respect of the use to be made of it by other companies to and from whose lines it will afford convenient access and communication, and both Companies therefore are desirous that such arrangements should be made for providing the requisite capital as will ensure the completion of the line, but the provisions herein-before recited of the 15th section of the last-mentioned Act are insufficient, and the required capital could not be raised under the power thereby conferred:

Therefore it is hereby agreed by and between the two Companies parties hereto (subject, however, to the sanction of Parliament being obtained in the present session) as follows:

1. That the said loop line shall be forthwith constructed and completed by the Crystal Palace Company under the superintendence and to the satisfaction in all respects of the engineer of the Dover Company, and when so completed shall be maintained and worked by the Dover Company in accordance with the said award:
2. That a sum not exceeding 75,000*l.* shall be raised by the creation of new stock of the Crystal Palace Company for the purpose of constructing, completing, and equipping the said loop line, bearing a fixed preferential dividend, at such rate as the board of directors of the Crystal Palace Company, with the assent of the board of directors of the Dover Company, may determine, such dividend being a first charge on the special fund created under this agreement (clauses 3 and 4):
3. That all tolls or other sums received from other companies or persons other than the Companies parties hereto, for or in respect of the use of the said loop line, or of traffic passing over the same, shall be carried to a separate account, to be kept and stated half-yearly by the Dover Company, and shall, subject to the payment of the interest upon the moneys, if any, which may be raised in exercise of the borrowing powers of "The Crystal Palace and South London Junction Railway Act, 1869," be applied in or towards the cost of maintaining and working the said loop line, and the payment of dividend upon the stock so to be created as aforesaid:
4. That neither of the Companies parties hereto shall as between themselves be charged or chargeable with any tolls in respect of the passage of their traffic over the loop line, but in the event of the tolls and other sums in the preceding paragraph mentioned not being sufficient to pay the cost of maintaining and working the said loop line, the interest upon the moneys, if any, which may be raised in exercise of the aforesaid borrowing powers, and the dividend upon the stock to be created as aforesaid, then in order to provide for such deficiency there shall be half-yearly set apart and appropriated out of the gross receipts of the two Companies parties hereto, from and in respect of traffic of all kinds passing by means of the said loop line over the railways of either Company other than the loop or any part of those railways, such a sum as shall for the time being be required and sufficient for that purpose, and such sum shall be accepted and considered as the commuted toll in respect of the traffic of the two Companies, or either of them, over the loop line:
5. That in the settlement and adjustment of accounts between the Dover Company and the Crystal Palace Company they shall respectively bear and be charged with a proportionate part of the sum so set apart and appropriated, to be ascertained as follows:

   An account shall be kept and stated half-yearly by the Dover Company of the gross receipts of both Companies from and in respect of traffic of all kinds passing by means of the said loop line

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to, from, and over their respective railways, or any part of them, other than the said loop, and the part which each of the two Companies parties hereto shall bear and be charged with of the sum to be so set apart and appropriated, as provided in clause 4, shall be in the ratio which the proportion of those gross receipts respectively shall bear to the sum so set apart and appropriated:

6. That any question or difference which shall arise between the two Companies parties hereto in respect of any of the matters herein contained shall be settled and determined in accordance with the provisions of "The Railway Companies Arbitration Act, 1859."

In witness whereof the said Companies parties hereto have hereunto set their common seals the day and year first above written.

L.S. of London, Chatham, and Dover Railway Company.

L.S. of Crystal Palace and South London Junction Railway Company.

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