CHAP. cxcii.

An Act for confirming an Agreement for a Lease of the Undertaking of the North and South Western Junction Railway Company, and for other purposes. A.D. 1871.

[14th August 1871.].

WHEREAS the North and South Western Junction Railway Company (in this Act called the Junction Company) are continued incorporated and are empowered by the North and South Western Junction Railway Act, 1854, and are further empowered by other Acts:

And whereas the undertaking of the Junction Company is completed, and their railway is open for public traffic:

And whereas an agreement for a lease in perpetuity of the undertaking of the Junction Company has been made, which agreement is set forth in the schedule to this Act, and it is expedient that the same be made binding and effectual, and that provision be made respecting the appointment and powers of a joint committee of the Lessee Companies for the control and management of the demised undertaking:

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 as "The North and South Western Junction Railway Act, 1871."

Interpretation of terms.

2. In this Act—

"The Junction Company" means the North and South Western Junction Railway Company:

"The railway" means the North and South Western Junction Railway:

A.D. 1871.

"The lease" means the lease to be made under the agreement confirmed by this Act:

"The lessees" or "the Lessee Companies" means the Companies to whom the lease is made.

Confirmation of agreement.

3. The agreement set forth in the schedule to this Act is hereby confirmed, and shall be carried into full effect as between the parties thereto, as fully as if the provisions of that agreement were set forth and enacted in the body of this Act, but in respect of the powers and rights of the Junction Company mentioned in the third article of the agreement those powers or rights shall only be demised to the lessees or any of them so far as the Junction Company was before the passing of this Act authorised by law to demise the same: Provided always, that nothing in this Act contained shall prejudice or alter any power or right which the London and North-western Railway Company or any other company may before the passing of this Act have of using any part of the undertaking of the London and South-western Railway Company.

Receipt of two directors to be discharges.

4. A receipt in writing under the hands of any two of the directors for the time being of the Junction Company for any money payable to the Junction Company under the lease shall effectually discharge the lessees from the money therein expressed to be received, and from all liabilities, claims, and demands in respect thereof.

Application of rent from lease.

5. The Junction Company shall hold the rent and money coming to them under the lease on trust to apply the same as the net income arising from their undertaking, if they were in possession thereof, would be applicable.

Protection of third parties.

6. The lease shall not take away, abridge, or otherwise affect any of the duties, obligations, restrictions, or liabilities to which the Junction Company would or might have been by law subject if the lease had not been made; and all bodies and persons, other than the lessees, shall have the same rights, privileges, powers, and remedies against the Junction Company after and notwithstanding the making of the lease as they would or might have had if the lease had not been made.

Joint Committee to be nominated for management of railway.

7. The Lessee Companies shall proceed to appoint a joint committee for the management of the railway in manner following; that is to say,

Within three months after the passing of this Act the board of directors of each of the Lessee Companies shall nominate two persons (whether directors of the respective Lessee Companies or not), and the persons so nominated, and their successors,

shall form a Joint Committee for the management of the railway; the Joint Committee shall be called the North and South Western Junction Railway Joint Committee, and the same committee is in this Act referred to as the Joint Committee.

Provision for failure to nominate.

8. In the event of default by any of the Lessee Companies to nominate as aforesaid members of the Joint Committee, the persons nominated by the other lessee or lessees, or a majority of such persons, may lawfully exercise the powers by this Act vested in the Joint Committee until the lessee or lessees failing to nominate shall have made such nomination.

Provisions as to Joint Committee.

9. The Joint Committee shall be constituted and act in accordance with and subject to the following regulations; that is to say,

Removal of Joint Committeemen.

1. Each of the Lessee Companies, giving at least fourteen days previous notice in writing thereof to the others, may at any time remove any member of the Joint Committee appointed by the Company giving the notice:

Resignation of Joint Committeemen.

2. Any member of the Joint Committee giving at least fourteen days previous notice in writing thereof to the Joint Committee, and also to the Lessee Company by which he was appointed, may at any time resign his office as a member of the Joint Committee:

Notice of vacancies in Joint Committee.

3. Within three days after notice to the Joint Committee or their secretary of any vacancy, by disqualification, death, resignation, or otherwise, in the Joint Committee, their secretary shall give notice in writing thereof to the Lessee Company by which the person ceasing to be a member of the Joint Committee was appointed:

Supply of vacancies in Joint Committee.

4. Within one month after notice to the respective Lessee Company of any vacancy, by disqualification, death, removal, resignation, or otherwise, in the Joint Committee, the Company by which the person ceasing to be a member of the committee was appointed shall appoint another person in his place:

Provision in case vacancies not supplied.

5. If by reason of any or either of the Lessee Companies not having made any such appointment there is not at any time the full number of the members of the Joint Committee, the members from time to time thereof, though fewer than the full number, shall, notwithstanding, be entitled to exercise all the powers of the Joint Committee:

Regulations of Joint Committee.

6. The Joint Committee shall be subject to all such regulations as are from time to time agreed on by the Lessee Companies: Provided always, that, subject to the regulations so from time

A.D. 1871.

to time made, the Joint Committee shall be regulated by their own standing orders from time to time in force; provided also, that, subject to those regulations and standing orders respectively, every meeting of the Joint Committee shall regulate their own procedure:

Powers of Joint Committee.

7. The Joint Committee shall have and may exercise the powers of the Lessee Companies to appoint the tolls, rates, fares, and charges to be paid on the railway by any company or person using the same, other than the Lessee Companies, and shall and may have, exercise, and enjoy all such other of the powers, and all such of the rights, authorities, privileges, and immunities, that might from time to time be had, exercised, and enjoyed by the Lessee Companies, as they from time to time confer on them:

Officers of Joint Committee.

8. The Joint Committee from time to time may appoint and remove a secretary and treasurer for themselves, and may appoint and remove the officers and servants from time to time employed on and with respect to the railway, except only the officers and servants from time to time employed by the Lessee Companies respectively or either of them in the actual conveyance of passengers, animals, and things, or the management of carriages, locomotive engines, or other power:

Proceedings of Joint Committee.

9. At all meetings of the Joint Committee a chairman shall first be appointed, and the majority present shall bind the minority and all absent members, and the chairman shall not have a second or casting vote:

Quorum of Joint Committee.

10. At all meetings of the Joint Committee three members shall be a quorum:

Apppoint- of standing arbitrator.

11. Within two months after the appointment of the Joint Committee, and in the month of December in each succeeding year, the Lessee Companies shall, by writing under their respective common seals, appoint a standing arbitrator, and fix the remuneration to be paid to him; and if in any case they fail to do so, a standing arbitrator shall within one month after such failure, on the application of any or either of the Lessee Companies, be appointed by the Board of Trade, by writing under the hand of their secretary; and the Board of Trade shall fix the remuneration to be paid to the arbitrator appointed by them, which remuneration shall be paid by the Joint Committee:

Duration of office of standing arbitrator.

12. The arbitrator first so appointed shall remain in office until the 31st day of December 1872, and each of the succeeding arbitrators so to be appointed shall remain in office for one

year, or until his successor is appointed, but every person shall be capable of re-appointment as arbitrator after his year of office has expired:

Removal of standing arbitrator.

13. Any standing arbitrator may be removed from his office by the Lessee Companies concurrently, by writing under their respective common seals, or by the Board of Trade by writing under the hand of the secretary to the board, on the representation of any or either of the Lessee Companies:

Appointment of standing arbitrator on casual vacancy.

14. If any standing arbitrator dies or resigns, or is removed from office within his year of office, the Lessee Companies shall, in manner aforesaid, within one month after notice of such death or resignation, or after such removal, appoint another standing arbitrator in his place, and, in default, a standing arbitrator shall be appointed by the Board of Trade in manner aforesaid; and any arbitrator so appointed shall remain in office for the remainder of the year for which the original appointment was made, and also for the succeeding year:

Matters referred may be determined after year.

15. Where a standing arbitrator goes out of office by expiration of time (but not otherwise), any matter already referred to him, and not decided by him before his going out of office, shall continue to be referred to and shall be decided by him, and his decision thereon shall have the like effect as if his year of office had not expired:

Arbitrator may attend Joint Committee, and affirm, modify, or negative resolutions.

16. Any two members of the Joint Committee may, by writing under their hands, request the standing arbitrator to attend any meeting of the Joint Committee, and upon such requisition the arbitrator may attend such meeting, and may take part in the discussion, but may not vote upon any matter coming before such meeting: Whenever upon any matter under the consideration of the Joint Committee at any meeting thereof there shall be an equality of votes, whether in the presence or in the absence of the standing arbitrator, any two members of the Joint Committee present at such meeting may require such matter to be referred to the arbitrator, and thereupon the secretary to the Joint Committee shall forthwith submit a copy of the resolution upon which such reference is demanded to the arbitrator, who, if he has been present at the discussion thereof by the Joint Committee, may decide the same without hearing the matter further discussed, or if he has not been so present shall require the secretary to summon the Joint Committee to attend and discuss the matter before him, and shall then decide the same; and such decision shall be notified to the secretary, under the hand of such arbitrator,

A.D. 1871.

by directing the original resolution to be affirmed, modified, or negatived, and every such resolution so affirmed or modified shall be entered on the minutes of the Joint Committee, and shall have the same force as if it had been passed by a majority of the Joint Committee:

Review of previous decisions.

17. The standing arbitrator for the time being shall, on the request of any of the Lessee Companies, review any previous decision of any such arbitrator or of the Joint Committee, but any alteration of any such decision shall have a prospective operation only, and shall not affect anything done or suffered under the decision reviewed:

Accounts of Joint Committee.

18. The Joint Committee shall keep proper books of account of all their receipts, credits, payments, and liabilities, and also proper books in which shall be entered minutes of all their proceedings:

Inspection of the accounts.

19. The directors and secretaries of the Lessee Companies respectively may at all reasonable times inspect the account books, minute books, and all other books, accounts, minutes, papers, and writings in the possession or custody of the Joint Committee, and take copies of and extracts from the same, as the directors and secretaries respectively think fit:

Actions, &c. by and against joint lessees.

20. All actions, suits, indictments, and other proceedings, at law or in equity or otherwise, which might be brought and prosecuted by or against either of the Lessee Companies if that company were solely authorised to execute this Act, may, as regards any act or default of the Joint Committee with respect to the execution of this Act, be brought and prosecuted by or against the Lessee Companies jointly; and any summons, demand, writ, notice, or other proceeding, at law or in equity or otherwise, with respect to the railway or any part thereof, or any act or default of the Joint Committee, shall, if served on the secretary of the Joint Committee in the manner required by "The Companies Clauses Consolidation Act, 1845," be as valid and effectual as if it were served on the Lessee Companies: Provided always, that the Joint Committee shall have the sole conduct of all proceedings with respect to any such actions, suits, indictments, and other proceedings, and may in that behalf make use of the names of the Lessee Companies:

User of railway by joint lessees.

21. Subject to the control and management from time to time of the Joint Committee, in accordance with this Act, and the provisions of the several Acts of Parliament from time to time in force with respect to the railway or any part thereof,

and to the Lessee Companies respectively (including the direction by the Joint Committee in what manner the station staff on the railway for the working of signals and other purposes is to be provided for), and except as the lessees from time to time otherwise agree, each of the Lessee Companies may at all times fully and freely use the railway and every part thereof for the conveyance of passengers, animals, and things thereon, and for all such other purposes as are from time to time proper and sufficient for the traffic or business of the respective Lessee Companies thereon, without payment of toll:

Provision for rent and expenses.

22. The rent reserved by the lease, and the expenses of the Joint Committee, shall be paid and borne by the Lessee Companies in equal proportions, and each of the Lessee Companies shall from time to time, upon demand by the Joint Committee of their respective proportions thereof, pay to the Joint Committee the sum or sums so demanded, and, if unpaid for fourteen days after demand thereof in writing, the same, with interest thereon at the rate of five pounds per centum per annum, may be recovered from any Lessee Company liable to the payment thereof by action of debt at the suit of the Joint Committee, and it shall be sufficient to aver that the amount claimed has been declared by the Joint Committee to be due from the company sued, and the production of the minute books of the Joint Committee containing such declaration shall be sufficient evidence of the averment:

Payment to joint fund.

23. The several amounts so paid to the Joint Committee shall be from time to time carried by them to a fund, to be called the North and South Western Junction Railway Joint Fund (in this section referred to as the Joint Fund):

Tolls to be paid to Joint Committee.

24. The Lessee Companies and each of them shall pay to the Joint Committee, to be carried by them to the Joint Fund, the tolls and sums of money received by the Lessee Companies respectively from any other company or person using the railway by agreement or otherwise:

Application of moneys forming joint fund.

25. The moneys from time to time standing to the credit of the Joint Fund shall be applied by the Joint Committee as follows; (that is to say,)

1st. In payment to the Junction Company of the rent reserved by the lease:

2nd. In payment of the expenses necessary for and attending the general management, regulation, maintenance, repair, and control of the railway, and the remuneration of the

standing arbitrator, and all other expenses of the Joint Committee:

3rd. The surplus (if any) of such moneys shall from time to time be divided amongst the Lessee Companies in equal proportions.

Expenses of the joint lessees on the railway.

10. As among the Lessee Companies, all expenses and liabilities from time to time or at any time incurred for or by reason or in respect of, or in connexion with any act or default of any of them in relation to the railway or any part thereof, or the use thereof or of any part thereof, or the receipt, delivery, conveyance, or transmission of, or any contract to convey, transmit, receive, or deliver, any passengers, animals, goods, wares, merchandise, articles, matters, or things, over, or to or from the railway or any part thereof, shall be borne exclusively by that Lessee Company whose act or default may have caused any such expense or liability, even though the same may be recoverable from all or any of the Lessee Companies by the party complaining of such act or default.

Provision for London and South-western Railway Company.

11. If the London and South-western Railway Company, in pursuance of the option reserved to them by the agreement confirmed by this Act, become one of the lessees of the Junction Company's undertaking, then the provisions of this Act respecting the appointment, constitution, powers, and duties of the Joint Committee shall extend and apply to the London and South-western Railway Company, and, notwithstanding anything in those provisions, the quorum of the Joint Committee shall be five.

Power for four Companies to apply corporate funds.

12. The Lessee Companies may respectively from time to time apply to all or any of the purposes of this Act any money raised or authorised to be raised by them, and not by or under any Act appropriated to or not required for any special purpose.

Sect. 32 of the South-western Railway Act, 1859, not to be revived.

13. Nothing in this Act or in the scheduled agreement contained shall operate to revive the thirty-second section of the South-western Railway Act, 1859, repealed by the sixtieth section of the London and South-western (Kensington and Richmond) Railway Act, 1864.

Saving for rights of London and South-western Railway Company.

14. Unless and until the London and South-western Railway Company accede to the agreement, nothing in this Act or in the lease shall take away, abridge, or prejudicially affect any right, power, or interest of that company under the agreement first described in the schedule to the agreement confirmed by this Act.

Provision as to directors.

15. If and whenever after the passing of this Act any director of the Company shall die or resign, or become disqualified or

incompetent to act as a director, or cease to be a director from any other cause than that of going out of office by rotation, it shall not be obligatory upon the remaining directors or the Company to fill up any such vacancy so long as the number of directors shall amount to or exceed three; and if, at any time after the number of directors is reduced to three, the office of any director shall become vacant, the vacancy shall be supplied in the manner prescribed by "The Companies Clauses Consolidation Act, 1845;" provided that the quorum of a meeting of directors shall be three when the number of directors is reduced to five, and two when the number is reduced to three.

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

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

Expenses of Act.

17. The costs, charges, and expenses, as well of the Junction Company as of the Lessee Companies, preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act, shall be paid by the Lessee Companies in equal shares, and the Lessee Companies shall be jointly and severally liable to the Junction Company for the whole amount of those costs, charges, and expenses of the Junction Company.

SCHEDULE referred to.

An Agreement, made the twenty-fifth day of April 1871, between the North and South Western Junction Railway Company of the first part, the London and North-western Railway Company (in this agreement called "the North western Company") of the second part, the Midland Railway Company (in this agreement called "the Midland Company") of the third part, and the North London Railway Company (in this agreement called "the North London Company") of the fourth part.

In consideration of the mutual benefits to accrue from this agreement, the above-named companies, for themselves and their successors, hereby agree as follows; (that is to say,)

1. The North and South Western Junction Railway Company shall lease their undertaking, including all their powers and rights (except as in this agreement excepted), in perpetuity to the North-western, Midland, and North London Companies jointly, who shall accept the lease, and the lease shall (subject to the provisions of this agreement) take effect as from the 1st day of January 1871 (all references to which day in this agreement shall be deemed to be inclusive of that day.)

2. In the subsequent provisions of this agreement the North and South Western Junction Railway Company are designated as the lessors, and the North-western, Midland, and North London Companies as the lessees, and in this agreement the South-western Company means the London and South-western Railway Company.

3. The lease shall comprise the powers and rights vested in the lessors of using parts of the undertaking of the South-western Company, and all powers and rights connected therewith, as conferred on the lessors by sections 31, 32, and 33 of the South-western Railway Act, 1859, and by sections 53 to 57 (inclusive) of the London and South-western (Kensington and Richmond) Railway Act, 1864, as far as the lessors are authorised by law to demise the same.

4. The lease shall comprise the tolls and benefits to which the lessors are for the time being entitled under the agreements described in the schedule to this agreement, or either of them; and as far as this agreement relates to and

provides for the same subject matters as those agreements, to that extent (but not further or otherwise) those agreements shall as from the 1st day of January 1871 cease to operate.

5. The lease shall not comprise the lands of the lessors not required by them for purposes of their undertaking, and the same may be dealt with by the lessors as if the lease had not been made; but if at any time the lessors desire to sell or dispose of such lands or any part thereof, the same shall (subject to rights of landowners, if any,) be first offered for sale to the lessees, and if the lessees buy the same or any part thereof they shall accept the lessors title thereto without investigation, and if the lessors and lessees cannot agree upon the price of any such lands bought by the lessees, the same shall be fixed by arbitration in the manner prescribed in the Lands Clauses Consolidation Act, 1845.

6. The rent to be payable under the lease (in this agreement referred to as "the rent") shall be £9,502 per annum (the same being the aggregate amount of an annual sum at the rate of seven per cent. per annum on the paid-up capital raised by the lessors up to the 31st day of December 1870, and of an annual sum of £500 added to cover the expense of the direction and management of the affairs of the lessors).

7. The rent shall be deemed to have accrued and to accrue due from day to day, and shall be payable half-yearly on the 30th day of June and the 31st day of December, without any deduction except for income tax.

8. The first half-yearly payment of the rent shall be deemed to be payable on the 30th day of June 1871, and the same shall be paid on that day, or as soon thereafter as the passing of an Act confirming this agreement admits.

9. If and whenever any half-yearly payment of the rent is in arrear, in whole or in part, for twenty-one days after the half-yearly day of payment, then, whether the rent for the half year has been demanded or not, the amount in arrear shall bear interest at 10 per cent. per annum from the day on which it becomes due until payment (which interest is in this agreement referred to as "the interest").

10. The lessees shall be jointly and severally liable to the lessors for the rent and interest.

11. The rent and interest, whether demanded or not, may be recovered by the lessors by action against the lessees jointly, or by a separate action or separate actions against any one or more of them, in respect of the whole sum due or of any part or parts thereof, in any court of competent jurisdiction, with costs as between solicitor and client.

12. The rent and interest, whether demanded or not, shall be leviable by distress, as in case of distress for rent by a landlord at common law, or by statute or otherwise, on all goods and chattels of the lessees, or any one or more of them, at any time and from time to time found on the demised premises; and the costs of the lessors as between solicitor and client in respect of every such distress, or otherwise consequent on the failure of the lessees to pay the rent,

A.D. 1871.

and interest, shall be paid by the lessees jointly and severally, and may be included in the amount distrained for.

13. The rent and interest shall be a charge on the several undertakings of the lessees in priority to all claims of shareholders in those respective undertakings, and the lessors may from time to time enforce that charge by suit or other proper proceeding against the lessees jointly, or against any one or more of them separately, and shall have their costs of enforcing the same from time to time as between solicitor and client.

14. The lessees, jointly and severally, shall pay all taxes and duties, and parliamentary, metropolitan, parochial, and other rates, assessments, and impositions for the time being payable in respect of the demised premises, or of any traffic thereon, or otherwise in relation thereto, and shall indemnify the lessors in respect thereof, and any sum paid by the lessors in respect thereof shall be recoverable from the lessees, jointly and severally, by all or any of the means by which the rent is recoverable, and with the like costs as in case of the rent.

15. The lessees, jointly and severally, shall, as between them and the lessors, be solely liable for and shall duly pay all tolls and sums of money from time to time payable to the South-western Company in respect of the exercise of the powers and rights conferred on the lessors as aforesaid in relation to the undertaking of the South-western Company, as far as the same will be exerciseable by the lessees under the lease, and shall indemnify the lessors in respect thereof; and any sum paid by the lessors in respect thereof shall be recoverable as last aforesaid.

16. Notwithstanding anything in this agreement or in the lease, possession of the demised undertaking shall not be delivered under the lease until the 31st day of December 1871, unless such possession is sooner required by a Joint Committee representing the lessees constituted by or under an Act confirming this agreement.

17. The lessees, jointly and severally, shall adopt and discharge all outstanding debts and accounts of the lessors in respect of the renewal of roadway as from the 1st day of January 1871, and shall take the lessors stock of permanent way materials and other stores on hand on that day at their then value as shown by the lessors books.

18. The lessees, jointly and severally, shall as from the 1st day of January 1871 be liable to pay the salaries of all officers and servants of the North London Company hitherto paid by the lessors, except as to such of those officers and servants as the lessors desire to retain in their own service, and the lessees, jointly and severally, shall pay to the lessors any sums paid by them in respect of those salaries as from the 1st day of January 1871.

19. As from the 1st day of January 1871, the lessees, jointly and severally, shall indemnify the lessors against all claims for accidents or damage, and all other claims whatever arising out of the traffic carried over the railway of the lessors, and any sum paid by the lessors in respect of any such claim shall be recoverable from the lessees, jointly and severally, by all or any of the means by which the rent is recoverable, and with the like costs as in case of the rent.

20. As from the 1st day of January 1871, the lessees shall have and be deemed to have had the use of the railway of the lessors free of toll, and the lessors shall account to the lessees for all tolls and payments received by the lessors from any company other than the lessees for the use of that railway from that day.

21. The lessees respectively shall make the payments or account for the mileage proportion of fares due in respect of or for the use of the lessors railway, as stipulated in the agreements scheduled to this agreement, as from the 1st day of January 1871, until possession is delivered under the lease; and the lessors may apply such payments or apportioned fares, after discharging thereout all expenses of working and maintaining their undertaking and incident thereto, in or towards payment of the rent, and any deficiency thereof shall be made good by the lessees, jointly and severally, in manner provided by this agreement, as if such deficiency were the rent, and any surplus shall be accounted for by the lessors to the lessees.

22. The lessors shall be liable for and shall out of their own funds discharge all their debts and liabilities relating to or affecting their lands referred to in article 5 of this agreement, and all other debts and liabilities, except those expressly stipulated in this agreement to be borne and discharged by the lessees, and the lessors may retain and apply the balances which on the 31st day of December 1870 were shown by their books as remaining unexpended in their hands on capital and revenue account respectively.

23. The lessors shall from time to time, on request in writing of the lessees jointly, or of a Joint Committee as aforesaid, raise and expend, on the improvement of the demised undertaking, such further capital sums as may from time to time be requisite, not exceeding in the whole the sum of £10,000.

24. In case the lessors at any time, at the request of the lessees, raise and expend further capital as aforesaid, the rent shall be increased by a yearly amount equal to seven per cent. per annum on the capital so raised.

25. The first half-yearly payment of any such additional rent shall be made on such one of the half-yearly days aforesaid as first happens after the raising of the further capital, and any such additional rent shall be to all intents part of the rent.

26. The lessees, in consideration of the rent and other payments stipulated for in this agreement, and of the other provisions of this agreement, shall (subject to the provisions of this agreement) have the exclusive right of conducting, managing, regulating, and carrying on the whole passenger and goods and other traffic of the demised undertaking, and of fixing and from time to time regulating the tolls, rates, fares, and charges to be taken in respect of the traffic thereon of all companies and persons other than the lessees.

27. The lease shall contain all proper provisions for entitling and enabling the lessees to have the free use and enjoyment of the lessors undertaking free of toll, and all proper provisions for securing that all the powers, privileges, rights, and authorities granted to or at the date of the lease held, used, exercised, or

A.D. 1871.

enjoyed by the lessors, their directors, officers, agents, or servants, (except such as are by this agreement expressly stipulated to be reserved to the lessors,) shall in like manner and to the same extent in all respects, (but as to the powers and rights aforesaid of using parts of the undertaking of the South-western Company, as far only as the lessors are authorised by law to demise the same,) apply to, and be held, used, exercised, and enjoyed by, the lessees, their directors, officers, agents, and servants, under the same restrictions and regulations as those to which the lessors, their directors, officers, agents, and servants respectively, would be liable in the exercise of such powers, privileges, rights, and authorities if the lease had not been made.

28. The lessors shall from time to time, on the application and at the expense of the lessees or of a Joint Committee as aforesaid, duly make and publish all proper byelaws, and all proper notices of the tolls, rates, fares, and charges to be taken in respect of the undertaking.

29. The lessees shall, always at their own expense, duly work and manage the demised undertaking.

30. The lessees shall, always at their own expense, maintain the demised undertaking in efficient repair and good working condition.

31. The lessees may from time to time, on any part of the demised lands, put up such further offices, engine-houses, turntables, sidings, buildings, works, and conveniences as they think proper, for the traffic and management of the demised undertaking, and may from time to time alter or remove the same, leaving the undertaking free from all damage caused by such alteration or removal.

32. The lessees, and each of them, shall always observe the provisions of the lessors Acts, and all obligations by Parliament or other competent legal authority imposed on the lessors, their successors, directors, officers, agents, or servants, in respect of the demised undertaking, and the lessees shall, jointly and severally, indemnify the lessors against all actions, claims, and demands on account of the non-observance or non-performance thereof, or on account of any act or default of the lessees or either of them, or their or either of their officers, servants, or workmen, and against all costs and expenses (including costs as between solicitor and client) in respect of any such action, claim, or demand.

33. The lessees, or any of them, shall not assign, let, or part with the demised undertaking or any part thereof, or the interest of any of them therein, without the previous consent under seal of the lessors.

34. The lease shall contain a proper arbitration clause for settlement of differences thereunder between the lessors and lessees.

35. The liabilities of the lessees as among themselves under this agreement and the lease shall be borne and discharged in equal shares, but as from the 1st day of January 1871 until possession is delivered under the lease the North-western and North London Companies shall be allowed credit for the tolls and fares on traffic carried by each of them or by the South-western Company on their or either of their behalf, and the Midland Company shall be

allowed credit for the tolls and fares on traffic carried to and from the Midland Railway either by the South-western Company or by the Midland Company.

36. The South-western Company may accede to this agreement, and become joint lessees with the North-western, Midland, and North London Companies, on giving notice in writing under the hand of their secretary of their intention in that behalf to the lessors, within two calendar months after the passing of an Act confirming this agreement, and, in case of their so acceding, all necessary and proper modifications of and additions to the lease consequent on their so acceding shall be made, and in that case the term "the lessees" throughout this agreement shall (subject to such modifications or additions as aforesaid) include the South-western Company.

37. Unless and until the South-western Company accede to this agreement, nothing in this agreement or in the lease shall take away, abridge, or prejudicially affect any right, power, or interest of the South-western Company under the agreement first described in the schedule to this agreement.

38. The costs of this agreement and of the lease shall be paid as to one half thereof by the lessors, and as to the other half thereof by the lessees, jointly and severally.

39. If any difference arises between the lessors and lessees, or among the lessees, with respect to the construction or effect of this agreement, or with respect to any provision to be inserted in the lease, the same shall be referred to a single arbitrator, in accordance with the Railway Companies Arbitration Act, 1859, and this agreement shall be deemed a reference thereof accordingly.

40. This agreement is made subject to the approval of Parliament, and the lessors shall in the session of 1871 apply for and use their best endeavours to obtain an Act confirming this agreement, with all proper provisions, and the lessees shall support the application, and the costs of the application, and of the lessors in relation thereto, shall be paid by the lessees, jointly and severally; and in case of failure the lessees or any or either of them may in like manner apply to Parliament in some subsequent session or sessions for an Act confirming this agreement, with all proper provisions, and the lessors shall support every such application, and the costs thereof and of the lessors in relation thereto, shall be paid by the lessees, jointly and severally. In witness whereof the Companies, parties hereto, have hereunto affixed their respective common seals, the day and year first above written.

SCHEDULE.—Agreements referred to.

1. The agreement set forth in Schedule C. to "The London and South-western Railway (Additional Powers) Act, 1866," and confirmed by section 49 of that Act.

2. The agreement set forth in Schedule D. to "The London and North-western Railway (New Works and Additional Powers) Act, 1867," and confirmed by section 67 of that Act.

A.D. 1871.

The seal of the North and South Western Junction Railway Coy affixed hereto in the presence of

G. Bolland Newton,
Asst Secy.

L.S.

The seal of the London and North Western Railway Company affixed in the presence of

S. Reay,
Secy.

L.S.

The seal of the Midland Railway Company affixed hereto in the presence of

Jno. Moore,
Asst Secy,
Derby.

L.S.

The common seal of the North London Railway Company was affixed hereto, pursuant to an order of the board of directors, in the presence of

G. Bolland Newton,
Asst Secy.

L.S.

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Printers to the Queen's most Excellent Majesty. 1871.