ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. xc.

An Act for authorizing the Amalgamation of the Undertakings of divers Railway Companies with the Undertaking of the *London and South-western* Railway Company; and divers Arrangements between that Company and other Companies and Bodies; and for other Purposes.

[22d *June* 1863.]

WHEREAS the *London and South-western* Railway Company (in this Act called "the Company") were originally incorporated by the Act (Local) of the Session of the Fourth and Fifth Years of *William* the Fourth, Chapter Eighty-eight, and divers other Acts have since been passed which affect the Company: And whereas the following (Local) Acts relating to the *Petersfield* Railway Company (in this Act called "the *Petersfield* Company") have been passed; (that is to say,) Twenty-third and Twenty-fourth *Victoria*, Chapter One hundred and seventy-three, and Twenty-fourth and Twenty-fifth *Victoria*, Chapter Two hundred and twenty-four: And whereas the *Petersfield* Company are making the *Petersfield* Railway, and have expended thereon more than One Half of their Capital: And whereas it is expedient that an Amalgamation of the Undertaking, Railway, Property, and Effects of the *Petersfield* Company with the Undertaking, Railway, Property, and Effects of the Company upon the Terms set forth in

23 & 24 Vict. c. clxxiii.
24 & 25 Vict. c. ccxxiv.

the First Schedule to this Act annexed be effected, and that the *Petersfield* Company be dissolved: And whereas the following (Local) Act relating to the *Chard* Railway Company (in this Act called "the *Chard* Company") has been passed; (that is to say,) "The *Chard* Railway Act, 1860:" And whereas the *Chard* Company have made and completed the *Chard* Railway, which has a Junction with the *South-western* Railway: And whereas it is expedient that an Amalgamation of the Undertaking, Railway, Property, and Effects of the *Chard* Company with the Undertaking, Railway, Property, and Effects of the Company upon the Terms set forth in the Second Schedule to this Act annexed be effected, and that the *Chard* Company be dissolved: And whereas the following (Local) Act relating to the *Ringwood, Christchurch, and Bournemouth* Railway Company (in this Act called "the *Ringwood* Company") has been passed; that is to say, "The *Ringwood, Christchurch, and Bournemouth* Railway Act, 1859:" And whereas the *Ringwood* Company have made and completed their Railway, which has a Junction with the *South-western* Railway: And whereas the Company are working the Railway of the *Ringwood* Company: And whereas it is expedient that Provision be made for a Lease or Transfer of the Railway, Works, and Property of the *Ringwood* Company to the Company, or an Amalgamation of the Undertaking, Railway, Property, and Effects of the *Ringwood* Company with the Undertaking, Railway, Property, and Effects of the Company: And whereas the following (Local) Act relating to the *Bishop's Waltham* Railway Company (in this Act called "the *Bishop's Waltham* Company") has been passed; that is to say, "the *Bishop's Waltham* Railway Act, 1862:" And whereas the *Bishop's Waltham* Company have made and completed their Railway, which has a Junction with the *South-western* Railway: And whereas the Company are working the *Bishop's Waltham* Railway: And whereas it is expedient that Provision be made for a Lease or Transfer of the Railway, Works, and Property of the *Bishop's Waltham* Company to the Company, or an Amalgamation of the Undertaking, Railway, Property, and Effects of the *Bishop's Waltham* Company with the Undertaking, Railway, Property, and Effects of the Company: And whereas by virtue of "The *Epsom and Leatherhead* Railway (*South-western and Brighton*) Act, 1860," the Undertaking and Railway and the greatest Part of the Property and Effects of the *Epsom and Leatherhead* Railway Company (in this Act called "the *Epsom* Company") have become transferred to and are vested in the Company, but by reason that the Affairs of the *Epsom* Company have not been finally wound up, the *Epsom* Company have not yet ceased to exist: And whereas the Company and the *London, Brighton, and South Coast* Railway Company (in this Act called "the *Brighton* Company") are desirous and it is expedient that the Undertaking, Railway, Property, and Effects late of the *Epsom* Company be vested in the Company and the *Brighton* Company as joint and equal Owners thereof, subject to the Provisions in that Behalf of this Act: And whereas by virtue of the "*South-western* Railway (additional Powers) Act, 1862," the

23 & 24 Vict. c. lx.

22 & 23 Vict. c. xcv.

25 & 26 Vict. c. cxliii.

23 & 24 Vict. c. clviii.

25 & 26 Vict. c. xlii.

the Undertaking and Railway and the greatest Part of the Property and Effects of the *Wimbledon and Dorking* Railway Company (in this Act called "the *Wimbledon* Company") have become transferred to and are vested in the Company, but by reason that the Affairs of the *Wimbledon* Company have not been finally wound up the *Wimbledon* Company have not yet ceased to exist: And whereas a Piece of Land at *Epsom*, with Portions of Railway and other Works thereon, Part of the Property late of the *Wimbledon* Company (in this Act called "the interjected Land at *Epsom*") intervenes between the Portions Northward and Southward thereof of the *Epsom and Leatherhead* Railway (being the Railway late of the *Epsom* Company), and continuous Railway Communication between the authorized Termini of that Railway at *Epsom* and *Leatherhead* respectively could not be effected by that Railway except by means of Lines of Railway over the interjected Land at *Epsom*; and it is expedient that Provision for that Purpose be made: And whereas it is expedient that the Company be authorized to acquire and use Lands for extending the Company's Works and Conveniences in connexion with their *Poole* Station in the Parish of *Hamworthy*, their *Hounslow* Station in the Parish of *Isleworth*, and their Railway and Stations thereon in the Parish of *Saint Mary Lambeth*: And whereas Plans showing the Lands by this Act authorized to be taken for those Purposes, and Books of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Dorset*, *Middlesex*, and *Surrey*, and those Plans and Books of Reference are in this Act referred to as "the deposited Plans and Books of Reference:" And whereas by "The *West End of London and Crystal Palace* Railway Act, 1853," Provision was made with respect to a Junction between the Railway thereby authorized and the Company's Railway at or near to *Falcon Bridge*, in the Parish of *Saint Mary Lambeth*, where the Company's *Richmond* Line of Railway forms a Junction with their Main Line of Railway (in this Act called "The *Falcon Bridge* Junction"): And whereas by virtue of "The *West London and Crystal Palace* Railway Act, 1856," the Undertaking, Railway, Property, and Effects of the *West End of London and Crystal Palace* Railway Company have become transferred to and are now vested in the *Brighton* Company, and the *West End of London and Crystal Palace* Railway Company have since ceased to exist: And whereas the Railway so vested in the *Brighton* Company nearly approaches the *Falcon Bridge* Junction: And whereas it is expedient that Arrangements between the Company and the *Brighton* Company with respect to the authorized Junction, and to Station Accommodation and Conveniences, and Interchange of Traffic at or near to the *Falcon Bridge* Junction be authorized: And whereas by "The *West London* Extension Railway Act, 1859," the *West London Extension* Railway Company (in this Act called "the *West London Extension* Company") were incorporated, and were authorized to make and maintain a Main Line of Railway

16 & 17 Vict. c. clxxx.

20 & 21 Vict. c. cxliii.

22 & 23 Vict. c. cxxxiv.

Railway from a Junction in the Parishes of *Saint Mary Abbott's Kensington* and *Fulham*, or One of them, in the County of *Middlesex*, to a Junction with the Line of the *Victoria Station and Pimlico* Railway Company in the Parish of *Saint Mary Battersea* in the County of *Surrey*, with several Branches; the Second Branch diverging out of the Main Line in the Parish of *Saint Mary Battersea*, and terminating by a Junction with the Company's Railway in that Parish at or near to the *Falcon Bridge* Junction; and the Third Branch diverging out of the Main Line in that Parish, and terminating by a Junction with the Company's Railway in that Parish at or near to the Bridge which carries the Company's Railway over *Poupart's Lane*; and divers Provisions were thereby made for the Protection of the Company and their Railway, and the Traffic thereon; and it was enacted (Section One hundred and twenty) that the Junction of the Second Branch with the Company's Railway should be made only at such a Point or Points within the Limits of Deviation for the Second Branch shown on the Plans deposited for the Purposes of the reciting Act as the Company should think most safe and convenient for Traffic, and for avoiding Interference with their then Works at *Falcon Bridge*, and the new Works they then proposed to make there, and the Second Branch and the Junction thereof with the Company's Railway should be completed so as to be open for public Use simultaneously with the Main Line, and the Main Line should not be opened for public Use before the opening for public Use of the Second Branch and that Junction; and (Section One hundred and twenty-one) that the Junction of the Second Branch with the Company's Railway, and all Works and Conveniences for the Purposes thereof, should be made and at all Times thereafter maintained and kept in good Repair by the Company, under the Superintendence and to the reasonable Satisfaction in all respects of their Engineer, and at the Expense in all Things of the *West London* Extension Company, and should be so made and maintained in such Manner and by such Means only as should not in anywise injure or prejudice the Company or any of the Works or Property of the Company, or interfere with the free and uninterrupted User of the same by the Company; and (Section One hundred and twenty-four) that the *West London* Extension Company should not, without in every Case the previous Consent of the Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands from Time to Time belonging to or in the Possession or under the Power of the Company, except only such Parts of their Lands as it should be necessary for the *West London* Extension Company to take and use, enter upon or interfere with, for the Purpose of making and maintaining the Works by which the Main Line and the First Branch respectively were, according to the reciting Act, to be carried under the Company's Railway, and for the Purposes of the Junction of the Second Branch with the Company's Railway; and (Section One hundred and twenty-five) that with respect to any Land of the Company

which

which the *West London* Extension Company were by the reciting Act from Time to Time authorized to use, enter upon, or interfere with the *West London* Extension Company should not purchase and take the same, but might purchase and take, and the Company might and should sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for the reciting Enactment the *West London* Extension Company might purchase and take the same; and (Section One hundred and twenty-six) that the *West London* Extension Company should not in the Exercise of any of the Powers of the reciting Act in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the Company's Railway or any Traffic thereon: And whereas "The *West London* Extension Act, 1861," was afterwards passed with respect to the *West London* Extension Company: And whereas the *West London* Extension Company have made their Main Line and the greater Part of the Second Branch: And whereas the Objects of this Act 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,)

1. This Act may for all Purposes be cited as "*South-western* Railway Act, 1863." Short Title.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," (save so far as any of the Sections and Provisions of those Acts respectively are expressly varied or excepted by this Act) are respectively incorporated with this Act. 8 & 9 Vict. cc. 18. & 20. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,) 8 & 9 Vict. c. 16. incorporated.

With respect to the Distribution of the Capital of the Company into Shares:

With respect to the Transfer or Transmission of Shares:

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls:

With respect to the Forfeiture of Shares upon Nonpayment of Calls:

With respect to the Remedies of Creditors of the Company against the Shareholders:

With respect to the borrowing of Money by the Company on Mortgage or Bond:

With respect to the Conversion of the borrowed Money into Capital:

With respect to the Consolidation of Shares into Stock:

With respect to affording Access to the Special Act by all Parties interested,

Same Meanings to Words in incorporated Acts as in this Act.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings unless excluded by the Subject or Context: Provided, that the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common simple Contract Debt and not a Debt or Demand created by Statute, and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

Terms of Arrangement between Petersfield Company and Company in First Schedule confirmed.

5. The Terms of Arrangement between the *Petersfield* Company and the Company for Amalgamation set forth in the First Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect in accordance with the true Intent thereof.

Undertaking, Property, and Effects of Petersfield Company vested in Company.

6. The Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Petersfield* Company were by virtue of the recited Acts relating to them or otherwise howsoever immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and as between those Two Companies the Amalgamation shall be deemed to have taken place on the Day in that Behalf expressed in the Terms of Arrangement set forth in the First Schedule to this Act annexed.

Petersfield Company dissolved and Company to represent them.

7. Subject to the Provisions of this Act, the *Petersfield* Company shall, on the Amalgamation, be dissolved and cease to exist, and thenceforth, except as is by this Act otherwise expressly provided, the Company shall to all Intents represent the *Petersfield* Company as if those Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

Recited Acts relating to Petersfield Company to relate to Company.

8. Subject to the Provisions of this Act, the several Provisions of the recited Acts relating to the *Petersfield* Company shall relate to the Company, as if those Provisions respectively had originally related to the Company instead of to the *Petersfield* Company, and shall be read and have effect accordingly.

Company's Capital increased by

9. The Capital of the Company is by this Act increased by the Amount of the authorized Capital of the *Petersfield* Company; and the

Company

Company from Time to Time may raise by new Shares all or any Part of the Amount by which their Capital is so increased.

Amount of Petersfield Capital.

10. The Amount which the Company are authorized to borrow on Mortgage or Bond is by this Act increased by the Amount which the *Petersfield* Company are authorized to borrow on Mortgage or Bond.

Increase of Company's Borrowing Power in respect of Petersfield Debt.

11. Provided, That the Debenture Debt of the *Petersfield* Company, which in accordance with the Memorandum of Arrangement set forth in the First Schedule to this Act annexed is to be Debenture Debt of the Company, shall be deemed to be Debenture Debt of the Company created by the Exercise by them of their increased Borrowing Power in that Behalf under this Act.

Debenture Debt of Petersfield Company becoming Debenture Debt of Company to be deemed created under that Power.

12. The Terms of Arrangement between the *Chard* Company and the Company for Amalgamation which are set forth in the Second Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect in accordance with the true Intent thereof.

Terms of Arrangement between Chard Company andCompany in Second Schedule confirmed.

13. The Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Chard* Company were by virtue of the recited Act relating to them, or otherwise howsoever, immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects; and as between those Two Companies the Amalgamation shall be deemed to have taken place on the Day in that Behalf expressed in the Terms of Arrangement set forth in the Second Schedule to this Act annexed.

Undertaking, Property, and Effects of Chard Company vested in Company.

14. Subject to the Provisions of this Act, the *Chard* Company shall, on the Amalgamation, be dissolved and cease to exist, and thenceforth, except as is by this Act otherwise expressly provided, the Company shall to all Intents represent the *Chard* Company as if those Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

Chard Company dissolved, and Company to represent them.

15. Subject to the Provisions of this Act, the several Provisions of the recited Act relating to the *Chard* Company shall relate to the Company as if those Provisions respectively had originally related to the Company instead of to the *Chard* Company, and shall be read and have effect accordingly.

Recited Act relating to Chard Company to relate to Company.

16. The

Company's Capital increased by Amount of Chard Capital.

16. The Capital of the Company is by this Act increased by the Amount of the authorized Capital of the *Chard* Company, and the Company from Time to Time may raise by new Shares all or any Part of the Amount by which their Capital is so increased.

Increase of Company's Borrowing Power in respect of Chard Debt.

17. The Amount which the Company are authorized to borrow on Mortgage or Bond is by this Act increased by the Amount which the *Chard* Company are authorized to borrow on Mortgage or Bond.

Debenture Debt of Chard Company becoming Debenture Debt of Company to be deemed created under that Power.

18. Provided, That the Debenture Debt of the *Chard* Company, which in accordance with the Terms of Arrangement set forth in the Second Schedule to this Act annexed is to be Debenture Debt of the Company, shall be deemed to be Debenture Debt of the Company created by the Exercise by them of their increased Borrowing Power in that Behalf under this Act.

Provisions of other Acts applied to Company in respect of Undertakings of Petersfield and Chard Companies.

19. Subject to the Provisions of this Act, all the Provisions of any and every Act of Parliament (other than the recited Acts relating to the *Petersfield* Company and the *Chard* Company respectively) which from Time to Time relate to those Two Companies or either of them respectively, and their respective Directors, Officers, and Servants, shall apply to the Company and their Directors, Officers, and Servants, and may be exercised, enforced, and enjoyed by and against them respectively in as full and beneficial a Manner to all Intents and Purposes as in the Case this Act had not passed the same respectively might be exercised, enforced, and enjoyed by and against the *Petersfield* Company and the *Chard* Company, or either of them respectively, and their respective Directors, Officers, and Servants.

General Saving of Rights under recited Acts.

20. Notwithstanding the Amalgamation by this Act of the Undertaking, Railway, Property, and Effects of the *Petersfield* Company or the *Chard* Company with the Undertaking, Railway, Property, and Effects of the Company, and the Dissolution by this Act of the respective Company, and except only as is by this Act otherwise provided, everything before the respective Amalgamation done, suffered, and confirmed respectively under or by the recited Act relating to the respective Company whose Undertaking, Railway, Property, and Effects are so amalgamated with the Undertaking, Railway, Property, and Effects of the Company, and which is so dissolved, and every Right by those Acts or any of them saved, shall be as valid as if the respective Amalgamation and Dissolution had not happened; and the respective Amalgamation and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed and saved respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the respective Amalgamation and Dissolution had not happened would be incident to or consequent on any

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and everything so done, suffered, and confirmed and saved respectively; and with respect to all such Things so done, suffered, and confirmed and saved respectively, and all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents represent the respective dissolved Company: Provided, that the Generality of this Provision shall not be restricted by any of the other Sections and Provisions of this Act.

Contracts, &c. preserved.

21. Notwithstanding the respective Amalgamation and Dissolution, all Purchases, Sales, Conveyances, Mortgages, Bonds, Deeds, Securities, and Contracts before the respective Amalgamation made under any of the recited Acts relating to the respective dissolved Company, or with respect to the Purposes thereof, shall be as effectual to all Intents for, against, and with respect to the Company as if the same had been made or executed by, to, or with respect to the Company instead of the respective dissolved Company, and may be proceeded on and enforced by and against the Company in like Manner to all Intents and Purposes as if the Company had been party or privy thereto or referred to therein instead of the respective dissolved Company actually party or privy thereto or referred to therein.

Actions not to abate.

22. Notwithstanding the respective Amalgamation and Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the respective dissolved Company before the respective Amalgamation shall not abate or be discontinued or prejudicially affected by this Act, but shall continue and take effect both in favour of and against the Company in the same Manner to all Intents as if the respective Amalgamation and Dissolution had not happened the same respectively might continue and take effect in favour of or against the respective dissolved Company, save only that when necessary the Company shall be substituted therein for the respective dissolved Company Party thereto.

Tolls, &c. to be paid.

23. Notwithstanding the respective Amalgamation and Dissolution, all Tolls, Fares, Rates, Dues, Duties, and Charges which immediately before the respective Amalgamation are due or payable or accruing to the respective dissolved Company shall be payable and paid to and may be collected and recovered by the Company in like Manner as any Tolls, Fares, Rates, Dues, Duties, and Charges under this Act.

Debts to be paid.

24. Notwithstanding the respective Amalgamation and Dissolution, all Persons and Corporations who immediately before the respective Amalgamation owe any Money to the respective dissolved Company, or to any Persons on their respective Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same, to the Company; and all Monies which immediately before the respective Amalgamation are owing by or recoverable from the respective dissolved Company, or for the

the Payment of which they respectively are or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

Penalties to be recoverable.

25. Notwithstanding the respective Amalgamation and Dissolution, all Penalties, Costs, Damages, and Expenses which if the respective Amalgamation and Dissolution had not happened, would under any of the recited Acts, be or become payable to or recoverable by the respective dissolved Company or any other Person, shall be payable or recoverable in like Manner as if the respective Amalgamation and Dissolution had not happened, nevertheless the Company, where necessary, being substituted in that Behalf for the respective dissolved Company.

Certificates of Shares, &c., to be available.

26. Notwithstanding the respective Amalgamation and Dissolution, all Certificates, Sales, Transfers, and Dispositions before the passing of this Act made or executed under the recited Acts or any of them of and with respect to any Shares of the Capital of the respective dissolved Company, and all Contracts and Agreements relating to any of those Shares, shall for the Purposes of this Act continue in force and be available in all respects.

Resolutions, &c. continued.

27. Notwithstanding the respective Amalgamation and Dissolution, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors of the respective dissolved Company which immediately before the respective Amalgamation are binding on the respective dissolved Company, or their respective Directors, Officers, or Servants, or any of them, shall continue in full Force and be in like Manner and to the like Extent binding on the Company, and their Directors, Officers, and Servants accordingly.

Byelaws continued.

28. Notwithstanding the respective Amalgamation and Dissolution, all Byelaws of the respective dissolved Company made before the respective Amalgamation and then in force shall for the Purposes of this Act, but (unless sooner confirmed under this Act) not for a longer Period than Six Months after the respective Amalgamation, continue in full Force as if the respective Amalgamation and Dissolution had not happened, and the Byelaws may be enforced, and all Proceedings thereon may be continued or taken, and all Penalties thereunder may be recovered, as if they were Byelaws under this Act.

Books, &c. continued Evidence.

29. Notwithstanding the respective Amalgamation and Dissolution, all Documents, Books, and Writings by any of the recited Acts directed or authorized to be kept, and which if the respective Amalgamation and Dissolution had not happened would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

30. Not-

Officers of Companies in Service of Company continued.

30. Notwithstanding the respective Amalgamation and Dissolution, every Officer and Servant of the respective dissolved Company appointed by virtue of and acting under any of the recited Acts, and at the respective Amalgamation in the Service or Employment of the Company, shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company until he be removed from the Office or Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

Company to complete Works of Petersfield and Chard Companies.

31. From and after the passing of this Act, and except as is by this Act otherwise expressly provided, the Company shall proceed with the making and completing of any then incomplete Works commenced by the *Petersfield* Company and the *Chard* Company, or any of them respectively, or any Works not then commenced by them respectively, and which if this Act were not passed they respectively would be bound to make or complete.

Company to perform Duties of Petersfield and Chard Companies.

32. From and after the respective Amalgamation, and except as is by this Act otherwise expressly provided, the Company may and shall maintain, regulate, work, and use the several Undertakings, Railways, Works, and Property of the *Petersfield* Company and the *Chard* Company respectively by this Act vested in the Company, subject to all Duties, Obligations, and Liabilities to which the *Petersfield* Company and the *Chard* Company respectively immediately before the respective Amalgamation are or but for this Act would become subject, and shall indemnify the Shareholders, Directors, Officers, and Servants of those Two Companies respectively and their respective Representatives from all those Duties, Obligations, and Liabilities, and all Costs, Damages, and Expenses in that Behalf.

Power to Company and Ringwood Company and Bishop's Waltham Company to agree for Lease, Sale, or Transfer.

33. The Company and the *Ringwood* Company and also the Company and the *Bishop's Waltham* Company respectively from Time to Time may make and carry into effect all such Agreements and Arrangements with respect to the following Purposes, and all Matters incidental or accessory thereto, and on such Terms and Conditions whatsoever, as the contracting Companies think fit; and the Purposes for which the Agreements and Arrangements respectively may be made comprise the following Purposes; (that is to say,)

First, the granting or making by the *Ringwood* Company, or, as the Case may be, the *Bishop's Waltham* Company, and the accepting by the Company, of a Lease for any Term of Years, or a Sale, of all or any Part of the Railway, Sidings, Stations, Works, and Conveniences, Lands and Property, of the *Ringwood* Company, or, as the Case may be, of the *Bishop's Waltham* Company, and all or any of their

their respective Rights, Powers, Privileges, or Authorities connected therewith:

Secondly, the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Ringwood* Company, or, as the Case may be, the *Bishop's Waltham* Company, and their respective Rights, Powers, Privileges, or Authorities whatsoever, with the Undertaking, Railway, Property, and Effects, Rights, Powers, Privileges, and Authorities of the Company.

Consideration for Lease or Sale.

34. The Consideration for any such Lease or Sale and Conveyance may, as the contracting Companies agree, be by way of yearly or other Payment, whether fixed, fluctuating, terminable, contingent, or otherwise, or by way of immediate or future Payment of any fixed, contingent, or other Sum of Money, or by way of Allotment to the leasing or selling Company or their Nominees of any preferential or ordinary Shares or Stock of the Company which the Company have then created or are then authorized to create, or by way of immediate, future, fixed, or contingent Adoption or Satisfaction by the Company of all or any Part of the Debenture Debt of the leasing or selling Company, or by more than One fo those Ways, or by making and securing any other Benefit to the leasing or selling Company, or to all or any of the Shareholders thereof respectively, and either with or without any Consideration or Compensation in any One or more of those Ways.

Saving for existing Preference. Stock and Shares of Company.

35. Provided, That any Consideration or Compensation so made or secured by the Company to the leasing or selling Company, or their Shareholders or Nominees, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Stock or Shares from Time to Time granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before the making of the Lease or Sale and Conveyance, or which is otherwise from Time to Time lawfully subsisting.

Agrements not to affect Persons not Parties thereto.

36. No such Agreement made under the Authority of this Act between the Company and the *Ringwood* Company or the *Bishop's Waltham* Company shall in any Manner alter, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are respectively from Time to Time authorized to demand and take from any other Company or Person, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railway to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Agreement were not made.

Sanction of Shareholders for Agreements under Act.

37. No such Agreement shall take effect without the Sanction of at least Three Fifths of the Votes of the respective Shareholders of each Company

Company Party thereto present, in person or by proxy, at a General Meeting of the respective Company specially convened for the Purpose.

Approval by Board of Trade of Agreements for Lease.

38. No such Agreement for a Lease of all or any Part of the *Ringwood* Railway or the *Bishop's Waltham* Railway shall have any Operation until it is approved by the Board of Trade, and the Board of Trade shall not approve any such Agreement without being satisfied of its having received the Sanction of Shareholders by this Act required.

Lease or Sale to entitle Company to Premises leased or sold.

39. In accordance with the Terms agreed on under this Act between the Company and the leasing or selling Company for the Lease or Sale, the Company and their Directors, Officers, and Servants respectively shall be entitled under the Agreement in that Behalf, and from the Time thereby appointed for the Lease or Sale to take effect, to the Management, Regulation, Maintenance, User, Working, and Enjoyment of the Premises comprised in the respective Contract and of the Traffic thereon, and to the regulating, taking, and enjoying of the Tolls, Fares, Rates, Charges, and other Payments and Advantages in respect thereof.

Powers of leasing or selling Company as to Premises leased or sold to be exercised by Company.

40. All the Rights, Powers, and Privileges of the leasing or selling Company, and their Directors, Officers, and Servants respectively, which by virtue of any of the Acts relating to the leasing or selling Company and this Act respectively might be exercised and enjoyed by them respectively with respect to the Premises agreed to be leased or sold, and which in accordance with the Terms and Conditions of the Agreement or this Act are to be exercised and enjoyed by the Company, and their Directors, Officers, and Servants respectively, with respect to the Premises agreed to be leased or sold, shall be exercised and enjoyed accordingly under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities in accordance with those Acts and this Act respectively as by the leasing or selling Company, and their Directors, Officers, and Servants respectively.

Transfer to Company of Premises sold.

41. In accordance with the Terms and Conditions of any Agreement in that Behalf entered into under this Act between the Company and the selling Company, all the Premises thereby agreed to be sold to the Company, and the Rights, Powers, Privileges, and Authorities to be in accordance with this Act exercised and enjoyed by the Company with respect to the same, shall at the Time by the Agreement appointed for the Sale to take effect be by this Act and subject to the Provisions thereof, and subject also to the other Provisions (if any) of any Deed of Agreement or Conveyance executed in accordance with this Act, transferred to and vested in the Company absolutely as Part of their Railway, Property, and Effects.

Deed of Conveyance.

42. Any such Sale to the Company may be evidenced *primâ facie* by a Deed of Conveyance duly stamped, and wherein the full Consideration for the Deed is fully and truly set forth.

Company to perform Duties of leasing or selling Company as to Property leased or sold.

43. From and after the Time agreed on for the Lease or Sale to take effect, the Company in accordance with the Term and Extent of the Lease or the Extent of the Sale, and respectively whether including the whole or only a Part of the Railway, Works, and Property of the leasing or selling Company, but subject to the Provisions of this Act, shall be subject to and perform, conform, and be liable to all Contracts, Agreements, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect to the Premises agreed to be leased or sold to which the leasing or selling Company if the Lease or Sale did not take effect would be subject or liable, and shall indemnify the leasing or selling Company, and their Shareholders, Directors, Officers, and Servants, from the same, and all Costs, Charges, and Expenses with respect to the same.

If Sale be of whole Property of selling Company their Act to apply to Company.

44. If the Sale to the Company be of the whole of the Railway Works and Property of the selling Company, then from and after the Time agreed on for the respective Sale to take effect the recited Act passed with respect to the selling Company (but subject to the Provisions of this Act with respect to the Dissolution and the winding up of the Affairs of the selling Company) shall be read and have effect as if the same had been passed with respect to the Company instead of with respect to the selling Company.

Selling Company to wind up their Affairs.

45. If the respective Sale be of the whole Railway and Works of the selling Company, then forthwith after the respective Sale the same Company shall proceed to wind up their Affairs, and in order thereto may sell and convey or otherwise dispose of all such Parts (if any) of their Lands, Property, and Effects as are not by or in accordance with this Act vested in the Company; and subject to the Payment, Satisfaction, or Discharge of all the Debts, Liabilities, and Engagements (if any) of the selling Company not paid, satisfied, or discharged by the Company, the selling Company shall distribute and pay their net Monies to and among the several Persons who at the Time agreed on for the Sale to take effect are the registered Shareholders of the same Company in proportion to their respective Shares of the Capital of the same Company, or their respective Executors, Administrators, Successors, or Assigns.

Payments into Court by the same Company.

46. Provided, That where the same Company are for Twelve Months after the Period for the Distribution of their net Monies unable after diligent Inquiry to ascertain the Person to whom any Part thereof ought to be paid, or who can give an effectual Receipt for the same, the same Company may pay the same into the Court of Chancery under any Act from

from Time to Time in force for the Relief of Trustees, and every such Payment into Court shall conclusively discharge the same Company from all further Liability with respect to the net Monies so paid, and for the Purposes of this Act shall be deemed Payment thereof to a Person absolutely entitled thereto, and any Person afterwards showing to the Satisfaction of the Court that he is entitled thereto may obtain Payment thereof out of Court accordingly.

Dissolution of same Company.

47. When all the Debts, Liabilities, and Engagements of the same Company are paid, satisfied, or discharged, and their net Monies are distributed in accordance with this Act, and their Affairs are wound up, the same Company shall be dissolved and wholly cease to exist.

Company to represent dissolved Company.

48. From and after the respective Dissolution, and except as is by this Act otherwise expressly provided, the Company shall to all Intents represent the respective dissolved Company as if those Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

General Saving of Rights under recited Acts.

49. Notwithstanding the vesting in the Company of the Undertaking, Railway, Property, and Effects of the *Ringwood* Company, or, as the Case may be, the *Bishop's Waltham* Company, and the Dissolution of the respective Company, and except only as is by this Act otherwise expressly provided, everything before the Dissolution of the respective Company done, suffered, and confirmed respectively under or by virtue of any of the recited Acts shall be as valid as if the respective Amalgamation and Dissolution had not happened, and the respective Amalgamation and Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if the respective Amalgamation and Dissolution had not happened would be incident to and consequent on any and every thing so done, suffered, and confirmed respectively: Provided, that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

As to Agreements between Company and Epsom Company, or either, and Brighton Company.

50. The Company and the *Epsom* Company, and each of them either alone or jointly, and the *Brighton* Company, from Time to Time may make and carry into effect all such Agreements and Arrangements for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as the contracting Companies think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit.

51. The

As to Agreements between Company and Wimbledon Company, or either, and Brighton Company.

51. The Company and the *Wimbledon* Company, and each of them either alone or jointly, and the *Brighton* Company, from Time to Time may make and carry into effect all such Agreements and Arrangements for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as the contracting Companies think fit, and the Agreements and Arrangements may be for such Considerations and on such Terms and Conditions whatsoever as the contracting Companies think fit.

Purposes of Agreements between Company and Epsom and Wimbledon and Brighton Companies.

52. The Purposes for which Agreements and Arrangements between the Company and the *Epsom* Company, or either of them, and the *Brighton* Company, and between the Company and the *Wimbledon* Company, or either of them, and the *Brighton* Company respectively, may be made and carried into effect, comprise the following Purposes; (that is to say,)

First, the granting or making by the Company and the *Epsom* Company, or One of them, and the accepting by the Company and the *Brighton* Company jointly and equally, of a Lease for any Term of Years, or a Sale, of all or any Part of the Railway, Sidings, Stations, Works, and Conveniences, Lands and Property, now or late of the *Epsom* Company:

Secondly, the granting or making by the Company and the *Wimbledon* Company, or One of them, and the accepting by the Company and the *Brighton* Company jointly and equally, of a Lease for any Term of Years, or a Sale, of all or any Part of "the interjected Land at *Epsom*;"

Thirdly, the Ownership, Construction, and Maintenance by the contracting Companies, or any of them, of all or any Part of the Railway or Portion of Railway and Premises to which the respective Agreement or Arrangement relates:

Fourthly, the running over, working, and using by the contracting Companies, or any of them, of all or any Part of the Railway or Portion of Railway and Premises to which the respective Agreement or Arrangement relates;

Fifthly, the Management, Protection, and Transmission by the contracting Companies, or any of them, of the Traffic on the Railway or Portion of Railway to which the respective Agreement or Arrangement relates:

Sixthly, the fixing, Collection, Appropriation, and Distribution by or between the contracting Companies, or any of them, of the Tolls, Fares, Rates, and Charges, whether through or local, in respect of all or any Part of the Railway or Portion of Railway and Premises to which the respective Agreement or Arrangement relates:

Seventhly, the Payment, Contribution, or Allowances to be made by any of the contracting Companies to any other or others of them in respect

respect of any of the Subject Matters of the respective Agreement or Arrangement:

Eighthly, the Appointment by the Company and the *Brighton* Company of a Joint Committee of their respective Directors for all or any of those Purposes:

Ninthly, the Modification from Time to Time of any of the Rights or Liabilities under this Act of the contracting Companies respectively as between themselves.

Agreements not to affect Persons not Parties thereto.

53. No such Agreement shall in any Manner alter, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the contracting Companies respectively are from Time to Time authorized to demand and take from any other Company or Person, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User of the Railway to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Agreement were not made.

Sanction of the Shareholders for Agreements.

54. No such Agreement nor any Modification thereof shall take effect without the Sanction of at least Three Fifths of the Votes of the respective Shareholders of each of the contracting Companies present, in person or by proxy, at an Extraordinary General Meeting of the respective Company specially convened for the Purpose.

Approval by the Board of Trade.

55. No such Agreement with respect to the working of any Portion of Railway, or of any Traffic thereon, shall have any Operation until it is approved by the Board of Trade, and the Board of Trade shall not approve any such Agreement without being satisfied of its having received the Sanction of Shareholders by this Act required.

Modification of Agreements may be required by Board of Trade.

56. Provided, That at the Expiration of Ten Years after the Approval by the Board of Trade of any such Agreement, and so from Ten Years to Ten Years, the Board of Trade may require the Companies Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade think requisite for the Interests of the Public, and in that event the Board of Trade may give to the Companies Notice declaring that if the Agreement be not within Twelve Months thereafter modified accordingly the Agreement shall at the respective Expiration of that Period cease.

Lease or Sale to entitle Company and Brighton Company to Premises leased or sold to them jointly.

57. In accordance with the Terms and Conditions agreed on under this Act between the Company and the *Epsom* Company, or either of them, and the *Brighton* Company, or, as the Case may be, between the Company and the *Wimbledon* Company, or either of them, and the *Brighton* Company, for any Lease or Sale to the Company and the *Brighton* Company jointly, those Two Companies and their respective Directors,

Directors, Officers, and Servants respectively shall be entitled under the Agreement in that Behalf, and from the Time thereby appointed for the Lease or Sale to take effect, to the Management, Regulation, Maintenance, User, Working, and Enjoyment of the Premises comprised in the respective Agreement, and of the Traffic thereon, and to the regulating, taking, and enjoying of the Tolls, Fares, Rates, Charges, and other Payments and Advantages in respect thereof.

Premises agreed to be leased or sold vested in Company and Brighton Company jointly.

58. In accordance with the Terms and Conditions of any such Agreement in that Behalf, all the Premises thereby agreed to be leased or sold to the Company and the *Brighton* Company jointly, and the Rights, Powers, Privileges, and Authorities of the leasing or selling Company or Companies, and their respective Directors, Officers, and Servants respectively, with respect to the same, shall, at the Time by the Agreement appointed for the Lease or Sale to take effect, and in accordance with the Term and Extent of the Lease or the Extent of the Sale, be by this Act, and subject to the Provisions thereof, and subject also to the other Provisions (if any) of any Deed of Agreement or Conveyance executed in accordance with this Act, transferred to and vested in the Company and the *Brighton* Company jointly.

Powers as to Premises leased or sold to be exercised by Company and Brighton Company.

59. All the Rights, Powers, and Privileges of the leasing or selling Company or Companies, and their respective Directors, Officers, and Servants, which by virtue of any of the Acts relating to the same Company or Companies respectively and this Act respectively might be exercised and enjoyed by them respectively with respect to the Premises agreed to be leased or sold, and which, in accordance with the Terms and Conditions of the Agreement or of this Act, are to be exercised and enjoyed by the Company and the *Brighton* Company jointly, and their respective Directors, Officers, and Servants, with respect to the Premises agreed to be leased or sold, shall or may be exercised and enjoyed accordingly under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities in accordance with those Acts and this Act respectively as by the leasing or selling Company or Companies, and their respective Directors, Officers, and Servants respectively.

Company and Brighton Company to perform Duties as to Premises leased or sold.

60. From and after the Time agreed on for the Lease or Sale to take effect the Company and the *Brighton* Company, in accordance with the Terms and Conditions agreed on for the Lease or Sale, and the Extent thereof, but subject to the Provisions of this Act, shall jointly and equally be subject to, and perform, conform, and be liable to, all Contracts, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect to the Premises agreed to be leased or sold to which the leasing or selling Company or Companies, if the Lease or Sale did not take effect, would be subject or liable, and shall indemnify the leasing or selling

selling Company or Companies, and their respective Shareholders, Directors, Officers, and Servants, from the same, and all Costs, Charges, and Expenses with respect to the same, and shall be jointly and equally entitled to all the Benefits and Advantages of and to enforce all those Contracts.

Acts relating to leasing or selling Company to apply to Company and Brighton Company.

61. From and after the Time agreed on for the Lease or Sale to take effect the several Acts passed with respect to the Railway or Portion of Railway and Premises leased or sold, and affecting the leasing or selling Company or Companies with respect to the same, shall in like Manner relate to and affect the Company and the *Brighton* Company jointly with respect to the same.

Joint Committee of Directors of Company and Brighton Company for managing joint Property.

62. For the better carrying into effect of all or any of the Purposes of this Act with respect to the Railway or Portions of Railway and Premises which from Time to Time are under this Act vested in the Company and the *Brighton* Company jointly (in this Act called "the Joint Property"), the Company and the *Brighton* Company, if and when they think fit, may appoint a Joint Committee, consisting of Three of the Directors of each of the Two Companies, and from Time to Time, if and when the Two Companies so agree, they may alter, discontinue, and renew the Committee as Occasion requires, and may regulate the Proceedings of the Committee, and delegate to the Committee all such Powers of the Two Companies respectively as they think expedient for carrying into effect any of the Purposes for which the Committee are appointed, and the Committee so from Time to Time appointed shall have and may exercise the Powers so from Time to Time delegated to them in like Manner as the same might be had and exercised by the Two Companies respectively or their respective Directors.

First Members of Joint Committee.

63. If and when the Two Companies agree on appointing the Joint Committee they shall appoint as Members thereof Three Directors of the Company and Three Directors of the *Brighton* Company, and thereupon and thenceforth the several Provisions of this Act with respect to the Joint Committee shall have effect.

Powers of Joint Committee for Management of Joint Property.

64. The Joint Committee and the Members thereof shall have the like Powers, and be entitled to the like Privileges and Indemnities, with reference to the Management and Regulation of the Joint Property and the other Things to be done by them, as might be exercised and claimed in that Behalf by the Directors of the Two Companies respectively if they were themselves respectively managing and regulating the same: Provided, that in the Exercise of those Powers the Joint Committee shall be subject only to such Control by the Two Companies, or either of them, as is by this Act provided.

65. The

Removal and Appointment of Members of Joint Committee.

65. The respective Board of Directors of each of the Two Companies from Time to Time may remove any Member of the Joint Committee appointed by the respective Board, and from Time to Time may appoint any Member of the respective Board to supply the Place in the Joint Committee of any Member appointed by the respective Board who dies, resigns, or is removed, or otherwise ceases to be a Member of the Joint Committee: Provided, that if and whenever by reason of the Default of the Boards, or either of them, in making such an Appointment there shall not be Six Members of the Joint Committee in Office, the Members thereof from Time to Time in Office, though fewer than Six, shall, notwithstanding the Default, be entitled to exercise the Powers of the Joint Committee.

Regulation of Joint Committee.

66. The Joint Committee shall be subject to all such Regulations as from Time to Time are agreed on by the respective Boards of Directors of the Two Companies, and, except so far as is otherwise provided by any such Regulations at all Meetings of the Joint Committee, the Majority present shall bind the Minority and all absent Members, and the Chairman shall be selected alternately from among the Members appointed by each Board, and in case of an Equality of Votes shall have a Second or Casting Vote.

Quorum of Joint Committee.

67. Three Members of the Joint Committee shall form a Quorum: Provided, that the Three Members shall not be those appointed by One of the Boards, except in Cases where through Default of the other Board there is not then in Office any Member of the Joint Committee appointed by the defaulting Board, and except also in Cases where all the Members or the Member (if only One) from Time to Time appointed by One of the Boards shall make Default in Attendance at Two successive Meetings of the Joint Committee, there having been left with the Secretary of the respective Board Six Days Notice in Writing from the other Board requiring the Attendance at One at least of the Meetings of the defaulting Members or Member, in which Cases respectively the Three Members appointed by One of the Boards shall form a Quorum.

Officers of Joint Committee.

68. The Joint Committee from Time to Time may appoint and remove the Booking Clerks, Porters, Policemen, and other Officers and Servants from Time to Time employed on and with respect to the Joint Property, except such Officers and Servants as are from Time to Time employed by the Two Companies respectively in the actual Conveyance of Passengers, Animals, and Things, or the User of Carriages, Locomotive Engines, or other Power, on the Joint Property or any Part thereof: Provided, that the Two Companies respectively may, at their own respective Expense, appoint their own Booking Clerks, who shall not be removable by the Joint Committee.

69. Subject

Use of Joint Property by the Companies.

69. Subject to the Control and Management of the Joint Committee and the Provisions of the several Acts from Time to Time relating to the Joint Property or to the Two Companies, or either of them, each of the Companies may at all Times use the Joint Property for the Conveyance of Passengers, Animals, and Things upon the same, and for all such other Purposes as are necessary for the Traffic or Business of the respective Company thereon.

Proceedings by and against Two Companies with respect to Joint Property.

70. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity, or otherwise howsoever, which might be brought or prosecuted by or against the Two Companies, or either of them, as the Joint Owners or Managers of the Joint Property, may, with respect to any Act or Default of the Joint Committee in relation to the Joint Property, or any Part thereof, be brought and prosecuted by or against the Two Companies jointly; and the joint and several Funds of the Two Companies respectively shall be liable for the Payment and Satisfaction of all Liabilities incurred by the Joint Committee; and any Summons, Demand, Writ, Notice, or other Proceeding at Law or in Equity or otherwise relating in any Manner to the Joint Property, or to any Act or Default of the Joint Committee, shall, if served on the Secretary or any Member of the Joint Committee, be as valid and effectual as if the same had been served on the Two Companies.

Expenses of Joint Property to be borne by Two Companies equally and paid to the Joint Committee.

71. One equal Half of the Costs and Expenses of and incident to the acquiring, maintaining, managing, and regulating of the Joint Property, or in anywise relating thereto, shall be borne and paid by each of the Two Companies, and the Amount to be so borne and paid shall be paid to the Joint Committee by the Two Companies respectively by equal Instalments, and at the same Periods of Time, and in such Sums, and at such Periods, as the Joint Committee from Time to Time appoint.

Payment of Expenses by Two Companies.

72. If and whenever either of the Two Companies fail to pay any Sum so payable by them as and when the same is required by the Joint Committee, the other Company may provide and advance on account of the defaulting Company the Monies to which the Default is so made, and the defaulting Company shall thereupon pay to the advancing Company the full Amount, with Interest after the Rate of Five Pounds *per Centum per Annum* thereon from the Time of the Advance thereof; and the advancing Company shall have such general Lien in respect of the Monies and Interest as by this Act is provided.

Tolls to be paid by and to the Two Companies to be fixed by Joint Committee.

73. The Tolls, Fares, Rates, and other Charges to be demanded and received from and by the Two Companies respectively for and in respect of Passengers, Animals, and Things conveyed by the Two Companies respectively upon the Joint Property, or any Part thereof, and for the Use

Use of Carriages and Locomotive Engines or other Power supplied by the Two Companies respectively thereon, shall from Time to Time be determined by the Joint Committee.

The Two Companies may receive Tolls so determined.

74. The Two Companies respectively from Time to Time may demand and receive the Tolls, Fares, Rates, and Charges so from Time to Time determined by the Joint Committee.

Joint Committee may receive Tolls from other Companies.

75. The Joint Committee may demand and receive from all other Railway Companies who from Time to Time use the Joint Property, or any Part thereof, such Tolls and Charges for the User thereof as the Joint Committee from Time to Time determine.

Limit of the Tolls.

76. Provided, That the Amount of any such Tolls, Fares, Rates, and Charges shall not exceed the respective Amount of Tolls, Fares, Rates, and Charges by this Act authorized to be taken in respect of the Joint Property.

Application of Profits of the Two Companies from the Joint Property.

77. The Profits, to be ascertained as by this Act provided, which are from Time to Time received by each of the Two Companies from or in respect of the Joint Property, shall be paid by the Company receiving the same to the Joint Committee at such Times and in such Manner as the Joint Committee from Time to Time appoint; and the Profits, after Payment of the Expenses of Management, and all other Monies, Costs, and Expenses payable by the Joint Committee in respect of the Joint Property, and subject to the Adjustment by them of any Lien which they or either of the Two Companies have thereon, shall be paid by the Joint Committee to the Two Companies respectively in equal Shares at such Times and in such Manner as the Joint Committee from Time to Time appoint.

Payment by Joint Committee of Expenses of maintaining, &c. Joint Property.

78. All the Expenses of and attending the maintaining, managing, and regulating of the Joint Property, including all Engineering Expenses, Salaries, Wages, Taxes, Rates, and other Expenses whatsoever from Time to Time incurred for or in respect of the Joint Property, or in anywise relating thereto, but not including any Expenses incurred in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the User of Carriages, Locomotive Engines, or other Power on the Joint Property, or any Part thereof, by the Two Companies or either of them, and also all Liabilities from Time to Time incurred in respect of the Joint Property by reason of Accidents, Losses, or otherwise howsoever, and occasioned by the Joint Committee or the Officers or Servants employed by them for the joint Purposes of the Two Companies, shall be paid by the Joint Committee out of the general Funds for the Time being in their Hands in respect of the Joint Property.

79. All

Payment by Two Companies of their proper Expenses on Joint Property.

79. All Expenses from Time to Time incurred by either of the Two Companies in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the User of Carriages, Locomotive Engines, or other Power, on the Joint Property or any Part thereof, and all Liabilities from Time to Time incurred in respect of the Joint Property by reason of Accidents, Losses, or otherwise howsoever, and occasioned by the respective Company, or any of the Officers or Servants in the exclusive Employment of the respective Company, shall be borne and paid by the respective Company out of their own Funds.

Accounts to be kept by Two Companies with respect to Joint Property.

80. The respective Board of Directors of each of the Two Companies shall keep proper separate Books wherein shall be entered all such Statements, Items, Matters, and Things as are from Time to Time proper and sufficient for showing the Amount of the Receipts of the respective Company in respect of the Joint Property, and the respective Directors and Secretary of each of the Two Companies shall be at liberty to inspect and take Copies of and make Extracts from the Books to be so kept by the respective Board of Directors of the other Company at such Times, and upon such Terms, and under such Restrictions as the Joint Committee from Time to Time appoint.

Returns by Two Companies to Joint Committee.

81. The respective Board of Directors of each of the Two Companies shall make to the Joint Committee such Returns of the Receipts of the respective Company in respect of the Joint Property, and at such Times and in such Manner, as the Joint Committee from Time to Time appoint.

For ascertaining Profits of Two Companies from Joint Property.

82. For ascertaining the Amount of Profits from Time to Time received by the Two Companies respectively for or in respect of the Joint Property each of the Two Companies shall deduct from the gross Amount of such Tolls, Fares, Rates, and Charges received by the respective Company in respect of the Joint Property One equal Third Part, or such other Proportion thereof as is from Time to Time by the Joint Committee appointed as the Expenses of working on the Joint Property, which are to be borne by the respective Company; and the Residue of the gross Amount, after making that Deduction, shall be considered as the Amount of Profits received by the respective Company, and shall be accountable for and paid to the Joint Committee accordingly.

Accounts to be kept by Joint Committee.

83. The Joint Committee shall keep proper and sufficient Accounts and Vouchers and Books of Account of all their Receipts, Credits, Payments, and Liabilities, and Minute Books of all their Proceedings; and the respective Directors and Secretary of each of the Two Companies shall at all seasonable Times be at liberty to inspect and transcribe the Accounts,

Vouchers,

Vouchers, and Books so kept, and all other Documents, Papers, and Writings in their Custody relating in any Manner to the Joint Property or to the Proceedings of the Joint Committee.

Contracts between Two Companies as to Profits and Expenses, &c.

84. Notwithstanding anything in this Act contained, the Two Companies from Time to Time may enter into and carry into effect any Contract or Arrangement between themselves with reference to the Mode of ascertaining the Profits of the Joint Property and the Division of the Profits, and the Costs and Expenses of maintaining, managing, and regulating the Joint Property and the Expenses of working the same, and the Liabilities to be incurred in respect thereof.

General Lien for Payments to be made by Two Companies.

85. Whenever any Monies are payable by either of the Two Companies to the other of them or to the Joint Committee in pursuance of this Act, the respective Company to which the Monies are payable, or, as the Case may be, the Joint Committee, shall have a general Lien for the full Amount of the Monies and Interest at the Rate of Five Pounds *per Centum per Annum* thereon from the Time when the Monies ought to have been paid on all the Share and Interest of the respective Company by which the Monies are payable of and in the Joint Property and the Profits accruing therefrom until the same Monies and Interest are fully paid and satisfied.

Lien to be enforced by Joint Committee.

86. If and whenever the respective Company by which the Payment ought to have been made makes Three Months Default in Payment or Satisfaction thereof (reckoning from the Time when the Monies ought to have been paid), it shall be obligatory on the Joint Committee to detain the Engines and Trains of the respective defaulting Company as subject to a general Lien, and not suffer any such Engine or Train to proceed along the Joint Property until the Payment or Satisfaction be fully made.

Contracts between Company and Brighton Company as to Works, &c. at Falcon Bridge Junction.

87. The Company and the *Brighton* Company from Time to Time may enter into and carry into effect all such Contracts and Arrangements for all or any of the following Purposes, and all Matters incidental or accessory thereto, and on such Terms and Conditions whatsoever, as they think fit; (that is to say,)

First, the Ownership, Construction, and Maintenance by the Two Companies, or either of them, of Portions of their respective Railways, Sidings, Stations, Platforms, Works, and Conveniences in the Parish of *Saint Mary Battersea* in the County of *Surrey*, and at or near to the *Falcon Bridge* Junction:

Secondly, the Working and User by the Two Companies, or either of them, of all or any of those Portions of Railways, Sidings, Stations, Platforms, Works, and Conveniences:

Thirdly,

Thirdly, the Junction near to the *Falcon Bridge* Junction between the respective Railways and Works of the Two Companies there:

Fourthly, the Payment, Contribution, and Allowances to be made by the Two Companies to each other with respect to or in connexion with the Premises.

Contracts not to affect Third Parties.

88. No such Contract shall in any Manner increase or diminish or alter any of the Tolls and Charges which the contracting Companies, or either of them respectively, are from Time to Time authorized to demand and take from any other Company or Person, but all other Companies and Persons shall, notwithstanding any such Contract, be entitled to the User and Benefit of the Railways to which the Contract relates on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Contract were not entered into.

Sanction of Shareholders for Contracts.

89. No such Contract shall have any Operation unless it be sanctioned by at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary General Meeting of each of the Two Companies specially convened for the Purpose.

Contracts between the Company and West London Extension Company as to Junction near Falcon Bridge.

90. The Company and the *West London Extension* Company from Time to Time may enter into and carry into effect all such Contracts and Arrangements as the Two Companies from Time to Time think fit with respect to all or any of the following Purposes, and any Matters incidental or accessory thereto, and on such Terms and Conditions whatsoever as they think fit; (that is to say,)

First, the Ownership, Construction, and Maintenance by the Two Companies, or One of them, of Portions of the Railways, Sidings, Stations, Platforms, Works, and Conveniences of the Two Companies respectively in the Parish of *Saint Mary Battersea* in the County of *Surrey*, and at and near to the *Falcon Bridge* Junction:

Secondly, the working and User b the Two Companies, or One of them, of all or any of those Portions of Railways, Sidings, Stations, Platforms, Works, and Conveniences:

Thirdly, the authorized Junctions between the respective Railways and Works of the Two Companies near to the *Falcon Bridge* Junction:

Fourthly, the Payment, Contribution, and Allowances to be made by the Two Companies to each other with respect to or in connexion with the Premises.

Power to take and use Lands for specified Works.

91. For the Purposes of the following Works, (that is to say,)

(A.) The Extension of the Accommodation Works and Conveniences in connexion with the Company's *Poole* Station in the Parish of *Hamworthy* in the County of *Dorset*;

(B.) The Extension of the Sidings, Accommodation Works, and Conveniences in connexion with the Company's *Hounslow* Station in the Parish of *Isleworth* in the County of *Middlesex*;

(C.) The Extension of the Accommodation Works and Conveniences in connexion with the Company's Railway and the Stations thereon in the Parish of *Saint Mary Lambeth* in the County of *Surrey*;

the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think expedient, or may purchase, take, or use by Agreement any Right, Easement, or Privilege in or affecting those Lands, or any of them, without taking any greater Estate or Interest therein.

Powers for compulsory Purchases limited.

92. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after Two Years after the passing of this Act.

Existing Powers for purchasing Lands for extraordinary Purposes, &c. repealed.

93. All the Powers of the Company under any of the Acts relating to the Company, and passed before the present Session of Parliament for the purchasing by them by Agreement of any Lands for any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," are by this Act repealed, and all Lands heretofore purchased by the Company and not already sold and disposed of by them shall be vested in the Company, and may be held by them subject to the Condition that such of the same as were purchased compulsorily, and now or from Time to Time hereafter are within the Meaning of "The Lands Clauses Consolidation Act, 1845," superfluous Lands, be sold within Ten Years after the passing of this Act.

Lands for extraordinary Purposes.

94. For any of the extraordinary Purposes expressed in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, the Company from Time to Time may purchase by Agreement, in addition to the Lands by this Act authorized to be taken compulsorily, any Quantity of Land adjoining or near to the Railway not exceeding in the whole Twenty Acres.

Tolls on Railways worked by Company.

95. If and whenever the Company maintain, manage, or work all or any Part of the Railways of all or any of the following Companies respectively, (that is to say,) the *Chard* Company, the *Petersfield* Company, the *Ringwood* Company, and the *Bishop's Waltham* Company, then the Company may demand and take in respect of the same for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive

motive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the Company or any of them the Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Main Line of the Company, and in like Manner and with and subject to like Powers and Provisions in all respects as if the respective Railway or Portion of Railway so maintained, managed, or worked by the Company were Part of that Main Line.

Tolls on Joint Property of Company and Brighton Company.

96. From and after the vesting in the Company and the *Brighton* Company jointly of all or any Part of the Railway of the *Epsom* Company, and all or any Part of the interjected Land at *Epsom* respectively, the Company and the *Brighton* Company jointly or (in accordance with their respective Interests therein) severally may demand and take in respect of the same for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Two Companies respectively thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the *Epsom* Company, or, as the Case may be, the *Wimbledon* Company, or any of them, the respective Company were authorized to demand and take for like Traffic Services and Matters, and with and subject to like Powers and Provisions in all respects as if the same were vested in and managed and worked by the *Epsom* Company, or, as the Case may be, the *Wimbledon* Company.

Subject to Limit as to maximum Charges.

97. Provided, That the maximum Charges to be made by the Company, or, as the Case may be, the Company and the *Brighton* Company, jointly or severally, with respect to the Tolls, Fares, Rates, and Charges for the User of the respective Railway or Portion of Railway or any Part thereof respectively, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same respectively, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in accordance with this Act in force with respect to the respective Railway or Portion of Railway and applicable in that Behalf.

Tolls partly on South-western Railway and partly

98. Where under this Act any Passengers, Animals, or Things are conveyed by the Company partly on any Railway of the Company and

partly on any other Railway worked under Act by Company.

partly on the *Chard* Railway, or the *Petersfield* Railway, or the *Ringwood* Railway or the *Bishop's Waltham* Railway, worked by the Company, for a Distance less in the whole than the following Distance, the Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for the following Distance only; (that is to say,) with respect to each of the *Chard* Railway and the *Petersfield* Railway and the *Ringwood* Railway Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Three Miles as for the Number of Quarters of a Mile in that Fraction (for this Purpose a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile) in the Case of Animals and Goods; and with respect to the *Bishop's Waltham* Railway Four Miles, and for each Mile or Fraction of a Mile beyond Four Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Four Miles as for the Numbers of Quarters of a Mile in that Fraction (for this Purpose a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile) in the Case of Animals and Goods; and no other Short Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed partly on the Railway of the Company and partly on the *Chard* Railway, or the *Petersfield* Railway, or the *Ringwood* Railway, or the *Bishop's Waltham* Railway, than the respective Charge in that Behalf herein authorized.

Limiting Amount of Capital to be raised by Company on account of Lines purchased by them.

99. In every Case in which the Capital of any other Railway Company is by this Act added to the other Capital of the Company by way of Increase thereof the Company from Time to Time may raise by the Creation and Issue of new Shares so much of the Capital of the other Railway Company so added as does not exceed the Amount of that respective Railway Company's Capital which, if this Act were not passed, the respective Railway Company might raise; and all Monies so raised shall be applied only for the Purposes for which, if this Act were not passed, the same might be raised by the respective Railway Company.

Power to issue new Shares of different Classes.

100. The new Shares which the Company may issue under this Act may be issued by them with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of the Company specially convened for the Purpose, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, or terminable Dividend not exceeding the Rate of Five Pounds *per Centum per Annum*, and the Company may,

may, as they from Time to Time think fit, fix the Amounts and Times of Payment of Calls on the new Shares.

Limit of Profits applicable to Preferential Dividend.

101. All new Shares which the Company issue under this Act with any Preferential Dividend attached thereto shall be entitled to the Preferential Dividend out of the Profits of the Company in every Year in Priority to the Ordinary Shares and Ordinary Stock of the Company; but if in any Year ending with the Thirty-first Day of *December* there are not Profits available for the Payment of the full Amount of the Preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Saving for existing Preferential Shares or Stock.

102. Provided, That any Preference or Priority in the Payment of Dividend which the Company from Time to Time grant in respect of any new Shares under this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock theretofore granted by the Company in pursuance of or confirmed by this Act, or any Act of Parliament passed before the passing of this Act, or which is then otherwise lawfully subsisting.

Company may cancel unissued new Shares and issue new Shares instead, &c.

103. If after having created any Class of new Shares the Company determine not to issue the whole of the Shares of that Class they may cancel the unissued Shares, and may from Time to Time thereafter create and issue instead thereof other new Shares of an aggregate Amount not exceeding the aggregate Amount of the new Shares so cancelled; and if they redeem any Portion of the Stock issued under this Act to the Holders of the *Bideford* Company's Ordinary Stock they may from Time to Time thereafter create and issue instead thereof new Shares of an aggregate Amount not exceeding the aggregate Amount of the Portions of Stock so redeemed.

If Ordinary Shares or Stock at a Premium new Shares to be offered to existing Shareholders.

104. If at the Time of issuing any new Shares under this Act the then Ordinary Stock or Ordinary Shares of the Company be at a Premium the new Shares to be then issued by them shall, except so far as a General Meeting of the Company specially convened for the Purpose by at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, thereat otherwise determine, be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the Ordinary Shares and Ordinary Stock of the Company in proportion to the Ordinary Shares and to the Amount of the Ordinary Stock held by them respectively, and shall be offered to them at Par in that Proportion.

Offer to be made by Letter.

105. Every such Offer shall be made by Letter under the Hand of the Treasurer or Secretary of the Company given to every such Holder or sent by Post addressed to him in accordance with his Address in the Company's Register, or left for him at his usual or last known Place of Abode in *England*, and every such Offer made by Letter sent by Post shall be considered as made on the Day on which the Letter in due Course of Post ought to be delivered at the Place to which it is addressed.

New Shares to vest in accepting Shareholders.

106. The new Shares so offered shall vest in and belong to the Holders who accept them or their Nominees.

Disposal of unaccepted new Shares to others.

107. If any such Holder fail for One Month after the Offer of new Shares to accept them the Company may dispose of the unaccepted new Shares to any other Persons.

General Disposal by Company of new Shares.

108. Except as is by this Act provided with respect to offering new Shares to existing Holders of Ordinary Shares and Ordinary Stock, the Company from Time to Time may dispose of the new Shares created by them under this Act to such Persons and on such Terms and Conditions as they think fit.

Certain Provisions of 21 & 22 Vict. c. lxxxix. to extend to this Act.

109. The Provisions of Sections Eighty-eight to Ninety-three, both inclusive, of "The *South-western* Railway (Works and Capital) Act, 1858," with respect to the Cancellation of Shares and the Issue of new Shares instead of cancelled Shares, extend to this Act with respect to the Company and the Shares which by this Act they are authorized to create.

Dividends on new Shares.

110. Every Person who becomes entitled to any new Share issued under this Act of any Class shall in respect of the same be a Shareholder of the Company, and, unless before the Time of the Issue thereof it be in accordance with the Provisions of this Act otherwise determined, shall be entitled to the same Dividend, and the same Rights of voting and Qualification and Privileges, as the Holders of the other Ordinary Shares and of the Ordinary Stock of the Company, proportioned to the whole Amount from Time to Time actually paid on the respective new Share.

Limiting Amount to be borrowed on account of Lines purchased.

111. In every Case in which the Borrowing Power of any other Railway Company is by this Act added to the other Borrowing Power of the Company by way of Increase thereof, the Company from Time to Time may raise by borrowing so much of the Monies authorized to be borrowed by the other Railway Company as does not exceed the Amount of the Borrowing Power of that respective Railway Company which if this Act were

were not passed the respective Railway Company might exercise; and all Monies so borrowed shall be applied only for the Purposes for which if this Act were not passed the same might be borrowed by the respective Railway Company.

Power to raise Money by Shares instead of by borrowing.

112. If and when the Company from Time to Time so think fit they, instead of borrowing or re-borrowing on Mortgage all or any Part of the Monies which by this Act they are authorized to borrow, may raise the same by the Creation and Issue of new Shares under the Provisions in that Behalf of this Act.

Priority of existing Mortgages.

113. The several Mortgages from Time to Time before the passing of this Act granted by the Company, and on the passing of this Act in force, shall during the Continuance thereof have Priority over the Mortgages from Time to Time granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

114. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Five thousand Pounds.

Provision as to Debenture Stock.

115. The Provisions of Sections Ninety-nine to One hundred and five, both inclusive, of "The *South-western* Railway (Works and Capital) Act, 1858," and of Sections Seventy-one to Seventy-nine, both inclusive, of the "*South-western* Railway (additional Powers) Act, 1862," with respect to Debenture Stock, extend to this Act with respect to the Mortgages by this Act authorized; and all the present and future Debenture Stock of the Company may be transferred in the Form provided by "The Companies Clauses Consolidation Act, 1845," for the Transfer of a Mortgage, and in like Manner and with like Incidents in all respects as if the Right and Interest in the Debenture Stock were within the Meaning of Section Forty-six of that Act the Right and Interest in a Mortgage duly granted by the Company.

Application of Monies.

116. The Company may apply for the Purposes of this Act any Money raised by them and not required for any special Purpose for which by any Act authorizing the raising thereof it is made applicable.

Provisions of Act of 2 & 3 Vict. c. xxviii. as to Penalties extend to all Railways of Company.

117. The Provisions of Sections Sixty-six and Sixty-seven of the Act (Local) of the Session of the Second and Third Years of Her present Majesty, Chapter Twenty-eight, relating to the Company, which impose Penalties in respect of the Offences therein respectively specified when committed with respect to what were then the Railway and Works of the Company, extend and apply to like Offences from Time to Time committed

mitted with respect to what are now and from Time to Time hereafter the Railways and Works of or belonging or leased to or worked by the Company, and shall be in force and have effect accordingly as if those Sections respectively were re-enacted and made expressly applicable in that Behalf.

Interest not to be paid on Calls paid up.

118. The Company, or any other Railway Company to which this Act relates, shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of Shares held by him: Provided, that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposit for future Bills not to be made out of Capital.

119. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to construct any Railway, or execute any other Work or Undertaking.

Saving Rights of Companies.

120. Except as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company, or the *Brighton* Company, or the *Petersfield* Company, or the *Chard* Company, or the *Ringwood* Company, or the *Bishop's Waltham* Company, or the *Epsom* Company, or the *Wimbledon* Company, or the *West London* Extension Company.

Railway not exempt from Provisions of present and future General Acts.

121. This Act or anything therein contained shall not exempt any Railway to which this Act relates from the Provisions of any General Act now or hereafter in force relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any further Revision and Alteration under the Authority of Parliament of the maximum Rates of Fares and Charges by this Act and the recited Acts respectively authorized, or the Rates for small Parcels thereby authorized.

Saving Rights of the Duchy of Cornwall.

122. Nothing contained in this Act or in the Acts incorporated herewith shall extend to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities for the Time

Time being vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Expenses of Act.

123. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act shall be borne and paid by the Company.

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

TERMS of ARRANGEMENT between THE PETERSFIELD RAILWAY COMPANY
and
THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY for AMALGAMATION

1st. The Undertaking, Railway, Property, and Effects of the Petersfield Company to be by Act of Parliament amalgamated with the Undertaking, Railway, Property, and Effects of the South-western Company.

2ndly. The South-western Company to pay off the Petersfield Company's Shareholders at Par.

3rdly. The South-western Company to take on themselves the Debenture Debt of the Petersfield Company, and all other their Debts, Liabilities, and Engagements, whether on account of Revenue or on account of Capital.

4thly. The Amalgamation to take effect as on and after the First Day of January 1863.

SECOND SCHEDULE.

TERMS of ARRANGEMENT between THE CHARD RAILWAY COMPANY
and
THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY for AMALGAMATION.

(A.) An Amalgamation of the Undertaking, Railway, Property, and Effects of the Chard Company with the Undertaking, Railway, Property, and Effects of the South-western Company to be effected by Act of Parliament.

(B.) The South-western Company to take the Undertaking, Railway, Property, and Effects of the Chard Company, subject to all Charges thereon, and all Debts, Liabilities, and Engagements of the Chard Company in respect thereof.

(C.) The Shareholders of the Chard Company to be paid off at Par.

(D.) The Debenture Debt of the Chard Company to be Debenture Debt of the South-western Company.

(E.) The Amalgamation to be completely effected on and after the First Day of January 1863.

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