CHAPTER ccix.

An Act for authorising the London and South-western Railway Company to construct new railways in the county of Surrey to extend their Lymington Branch Railway to execute further works and to purchase additional lands for the improvement of their existing railways and stations to provide for the apportionment of the consideration for the purchase or lease of the Mid Hants Railway and the dissolution of the Mid Hants Railway Company; and for other purposes. [22nd August 1881.] A.D. 1881.

WHEREAS the construction of the new lines of railway hereinafter described in the county of Surrey would be of local and public advantage and it is expedient that the Company be authorised to construct the same:

And whereas it is expedient that the Company be authorised to construct the railway herein-after described in extension of their Lymington Branch Railway:

And whereas it is expedient that further powers be conferred upon the Company for and in connexion with the widening of the Company's Waterloo Station and the alteration and enlargement of the Company's Vauxhall Station and the widening of and the laying down of additional lines of rails upon the Company's railways herein-after in that behalf mentioned and for the deviation of their Southampton and Dorchester Railway:

And whereas by section 15 of the South-western Railway (Various Powers) Act 1880 (in this Act called "the Act of 1880") the Company were authorised to lay down an additional line or lines of rails upon and across the public road known as Brook Lane which crosses on the level the Company's loop line from Barnes to Hounslow subject nevertheless to provisoes that such additional line or lines of rails should not be laid down except with the consent of the Brentford Local Board in writing under their common seal nor until certain lands shown on the plan referred to in that section and 43 & 44 Vict. c. clxxxiii.

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required for the purpose of providing access from Brook Lane to Windmill Lane and Ealing Lane respectively should have been provided and roads constructed thereon:

And whereas it is expedient that the Company be authorised to purchase lands and construct the road herein-after in that behalf described by means whereof access will be provided from Brook Lane to Windmill Lane and Ealing Lane respectively and thereupon to stop up and appropriate the site of the part of Brook Lane which is herein-after in that behalf specified and that the Company should also be authorised to stop up the existing footpath on the northern side of the Company's line between Windmill Lane and Brook Lane as in this Act provided:

And whereas it is expedient that the Company be authorised to purchase and acquire additional lands and buildings for enlarging and extending their station and siding accommodation and for roads and approaches and for taking and getting ballast and for other purposes of their undertaking:

And whereas the Company work and maintain the Mid Hants Railway under an agreement between them and the Mid Hants Railway Company (in this Act called "the Mid Hants Company") made under the powers of the Mid Hants Act 1861 and by the Mid Hants Act 1864 a lease was authorised of the Mid Hants Railway to the Company and by the Act of 1880 it was (section 29) provided that by any such lease power might be reserved to the Company to require the Mid Hants Company to sell and transfer their undertaking to the Company at such time and for such consideration and upon such terms as might be specified in the lease or agreement for a lease:

24 & 25 Vict. c. cxi.
27 & 28 Vict. c. ccxcviii.

And whereas the directors of the Mid Hants Company in exercise of the powers of the Railway Companies Act 1867 prepared a scheme of arrangement (herein-after referred to as "the scheme") between the Mid Hants Company and their creditors which was confirmed on the 16th day of April 1869 and duly enrolled in Her Majesty's High Court of Chancery on the 31st day of May 1869:

30 & 31 Vict. c. 127.

And whereas the debenture stocks and capital of the Mid Hants Company now stand as follows:—

Preferred debenture stock A entitled to interest in priority to the remainder of the debenture stock A -	£85,000
Debenture stock A entitled to interest next after the preferred debenture stock A - - - -	£15,000
Debenture stock B - - - - -	£123,610
Preference shares - - - - -	£24,250
Ordinary shares - - - - -	£63,581
	£311,441

And whereas it is provided by the scheme that the per-centage of tolls and rates receivable by the Mid Hants Company from the Company shall be applied as follows:—

First. In payment of necessary annual expenses not exceeding in any one year £250;

Secondly. In payment of the annual rentcharges granted to vendors of land to the Company;

Thirdly. In payment to the holders of preferred debenture A stock of the interest on that stock pari passu;

Fourthly. In payment to the holders of the residue of the debenture A stock of the interest on the stock held by them pari passu;

Fifthly. In payment to the holders of debenture stock B of the interest on that stock pari passu;

Sixthly. In payment to the holders of preference shares in the said Company of interest on such shares at the rate of five per centum per annum;

Seventhly. In payment of dividend on the ordinary shares of the said Company.

And whereas by the South-western Railway (Various Powers) Act 1876 (in this Act called "the Act of 1876") a sale and transfer of the undertaking of the Mid Hants Company to the Company was authorised and provision was made (section 31) for the distribution in the event of a sale and transfer of the assets and the payment satisfaction and discharge of the debts liabilities and engagements of the Mid Hants Company and for the distribution of the net moneys to be received from the sale and transfer amongst the shareholders of the Mid Hants Company according to their respective priorities and in proportion to their respective shares of the capital of that Company: 39 & 40 Vict. c. ccxiii.

And whereas an agreement (a copy whereof is set forth in the Second Schedule to this Act and which is herein-after referred to as "the Mid Hants agreement") has been come to between the Mid Hants Company and the Company for a lease of the undertaking of the Mid Hants Company to the Company and eventually for the sale and transfer of that undertaking to the Company:

And whereas at a meeting of the proprietors of the Mid Hants Company held on the 3rd day of August 1880 the Mid Hants agreement was approved subject to the condition that out of the purchase or consideration money payable upon the sale and transfer of the undertaking of the Mid Hants Company to the Company there should be paid to the preference shareholders of the Mid Hants Company a sum equal to 40 per centum and to the ordinary shareholders of that Company a sum equal to 20 per centum upon

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the nominal amounts of their respective holdings of share capital of that Company:

And whereas it is expedient that the Mid Hants agreement (modified so as to give effect to the condition aforesaid and otherwise as by this Act provided) be confirmed:

And whereas it is expedient that the Company be authorised to raise further moneys for the purposes of their undertaking and of this Act:

And whereas by section 49 of the Act of 1880 provision was made for the consolidation and conversion of the Company's guaranteed stocks into a stock to be entitled "the South-western guaranteed consolidated stock" and the Company are proceeding to consolidate and convert their guaranteed stocks accordingly:

And whereas the Company's guaranteed stocks include the following stocks which were referred to in the Act of 1880 as intended to be included in the consolidation and conversion aforesaid namely the Company's 5 per centum Gosport stock (which is of the nominal amount of £14,400 and is herein-after referred to as "Gosport stock") and the Company's 4 per centum (with option) stock 1859 (which is of the nominal amount of £4,400 and is herein-after referred to as "1859 stock") and having regard to the small amount of those stocks (the whole of the guaranteed stocks of the Company amounting to upwards of £623,000) it would be inconvenient and productive of unnecessary complication in the Company's accounts if those stocks were not included in the general scheme of the consolidation and conversion of the Company's guaranteed stocks but the proprietors thereof or some of them are not willing to assent to such consolidation and conversion and it is expedient that subject to the provisions of this Act the consolidation and conversion of those stocks should be made compulsory on the proprietors thereof:

And whereas plans and sections of the railways and works originally proposed to be authorised by this Act (herein-after referred to as "the South-western deposited plans and sections") and plans and sections of the railways and works originally proposed to be authorised by a Bill (herein-after referred to as "the Guildford Bill") introduced into Parliament in the present session under the short title of "the Guildford Kingston and London Railway Bill" (which last-mentioned plans and sections are herein-after referred to as "the Guildford deposited plans and sections") the said respective plans showing also the lands originally proposed to be taken for the purposes of this Act and of the Guildford Bill respectively and plans of the additional lands which by this Act the Company are authorised to purchase and acquire by compulsion and books of

reference to such plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the respective clerks of the peace for the counties of Surrey Southampton and the town and county of the town of Southampton and Middlesex:

And whereas it is expedient that in lieu of constructing the whole of the railways shown on the South-western deposited plans and sections being lines of railway from the main line of the Company near Surbiton to Guildford the Company be authorised to make and maintain the railways by this Act authorised and herein described as "the new lines in Surrey" shown partly on the South-western deposited plans and sections and partly on the Guildford deposited plans and sections:

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

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

Short title.

1. This Act may be cited as the South-western Railway Act 1881.

Incorporation of general Acts. 8 & 9 Vict. c. 16.

2. The provisions following of the Companies Clauses Consolidation Act 1845:—

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 for non-payment of calls;

With respect to the remedies of creditors of the Company against the shareholders;

With respect to the borrowing of money upon mortgage or bond;

With respect to the conversion of the borrowed money into capital;

With respect to the consolidation of the shares into stock; and

With respect to the provision to be made for affording access to the Special Act by all parties interested;

The Lands Clauses Consolidation Acts 1845 1860 and 1869; 8 & 9 Vict. c. 18.

The Railways Clauses Consolidation Act 1845 and 23 & 24 Vict. c. 106.

Part I. (relating to the construction of a railway) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 32 & 33 Vict. c. 18.

are (except where expressly varied by this Act) incorporated with and form part of this Act. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92.

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Interpretation.

3. 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 there be something in the subject or context repugnant to such construction and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act in whole or in part incorporated with this Act shall for the purposes of this Act 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.

Power to make railways and works.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and in accordance with the levels shown on the South-western deposited plans and sections and the Guildford deposited plans and sections respectively the railways and works described in this section with all proper sidings stations approaches works and conveniences connected with those railways and works and all incidental works and conveniences and may enter upon take and use such of the lands shown on the South-western deposited plans and on the Guildford deposited plans respectively and specified in the deposited books of reference to those plans respectively as may be required for the purpose The railways and works referred to in this section and authorised by this Act are :—

I.—New Lines in Surrey.

(A) So much but so much only of the Railway No. 3 shown on the South-western deposited plans and sections as lies between the termination thereof by a junction with the Company's main line as shown on those plans and sections and the point on those plans and sections indicating the distance of four miles from the commencement of the said Railway No. 3 as shown on the same plans and sections;

(B) So much but so much only of the Railway No. 13 shown on the Guildford deposited plans and sections as lies between the point of commencement thereof as shown on those plans and sections and the point on the same plans and sections indicating the distance of six furlongs from the said point of commencement;

(C) The following railways shown on the Guildford deposited plans and sections and thereon described respectively as Railway No. 12 Railway No. 6 Railway No. 4 Railway No. 3 and Railway No. 2; and

Provided that in constructing the railway through the parish of Thames Ditton the Company shall not opposite to the house known

as Loseberry occupied by Mr. Orton Lucas between the distances marked six miles and six miles two furlongs on Railway No. 3 South-western line deviate the centre line westward from the centre line of their railway as shown on the deposited plans.

II.—Lymington Railway Extension.

A railway (in extension of their Lymington Branch Railway) commencing at or near the southern end of the passenger shed at the Lymington Station on the said railway (together with a bridge over the Lymington river) and terminating at or near low-water mark in Horn Reach in that river at a point about 770 yards measured in a straight line in a south-easterly direction from the said southern end of the said passenger shed together with a pier for carrying the said extension railway for a length of about 70 yards from its termination: Provided that nothing in this Act contained shall enable the Company without the consent of the mayor aldermen and burgesses of the borough of Lymington (herein-after referred to as "the corporation") to enter upon take or use for purposes other than dredging and deepening the channel and portion of Lymington river in the parish of Lymington between the points A and B on a plan signed by Edwin Jackman on behalf of the corporation and by Samuel Bircham on behalf of the Company one part of which is deposited with the town clerk of Lymington and another copy with the Company.

III.—Enlargement of Stations.

(*a*) The widening of the Company's Waterloo Station on the western side thereof between the north-east side of York Street and the north-east side of Griffin Street;

(*b*) The alteration and enlargement of the Company's Vauxhall station and of the Company's lines of railway between the south side of Spring Gardens Walk and the northern side of Archer Street;

IV.—Widening and Deviation of Lines &c.

(*a*) The widening of and the laying down an additional line or additional lines of rails upon the Company's main line from a point about 130 yards to the south-west of the Wimbledon Junction signal-box at the north-east end of Wimbledon Station to a point at or near the footbridge carrying a footpath over the Company's main line near the Royal Freemasons Schools near Clapham Junction;

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(*b*) The laying down of an additional line or additional lines of rails over the public carriage road forming the approach on the south-eastern side to the Company's Surbiton Station ;

(*c*) The deviation of the Company's Southampton and Dorchester Railway between the Totton and Eling Station and the Redbridge Station thereon ;

(*d*) The laying down of an additional line or additional lines of rails over the road passing under the Company's railway immediately on the north-western side of the station offices at the Romsey Station and the widening in the same parish for a distance of 20 yards or thereabouts in a north-easterly direction of the bridge carrying the Company's railway over the said road.

V.—Works &c. at Brook Lane.

A public carriage road in the parish of Ealing and county of Middlesex in extension of Brookshot Road from its eastern end to Ealing Lane at a point about $3\frac{1}{4}$ chains north-westward from the north-western side of the bridge by which that lane is carried over the Company's loop line.

Bridge over the River Wey Navigation.

5. The bridge by which the Railway No. 3 shown on the Guildford deposited plans and sections is intended to be carried over the River Wey Navigation shall be constructed of such dimensions and span as may be agreed upon between the engineer for the time being of the Company and the engineer or manager for the time being of the proprietors of the River Wey Navigation or as failing agreement between them may be determined by Sir John Hawkshaw of Great George Street Westminster or him failing Mr. William Henry Barlow of 2 Old Palace Yard Westminster or if both of them refuse to act or to notify on the demand of the proprietors whether they will or will not act then by an engineer to be appointed by the Board of Trade on the application of either party and all the expenses of such reference and determination shall be paid by the Company.

Limiting powers as to commons.

6. And whereas the common or commonable lands herein-after mentioned are partly within the limits of lateral deviation marked upon the South-western deposited plans or the Guildford deposited plans and in some cases are intersected by the centre line of railway as shown upon those plans be it enacted as follows :—

(1) The Company shall not take or use any greater quantity of the common lands next herein-after set forth than the quantities mentioned in connexion therewith respectively (that is to say) :

Parish.	Name of Common Land.	Quantity.
Cobham - -	Oxshott Heath - -	4 acres.
Merrow - -	Merrow Common - -	¾ of an acre.

(2) The Company shall not take or acquire any portion of any common or commonable lands shown on either of the said deposited plans other than those specified in the preceding sub-paragraph (1);

(3) Of the lands which the Company are authorised to purchase for the purposes of their undertaking they shall if they take or acquire any portion of Merrow Common purchase one acre adjoining to that Common;

(4) The lands so purchased shall be added to Merrow Common and shall for ever afterwards be deemed part thereof and subject to the same commonable and other rights as the existing common;

(5) If required by Her Majesty's Principal Secretary of State for the Home Department the railway shall be constructed across Merrow Common on viaduct with such spans and of such description as the said Secretary of State shall prescribe.

Saving rights of the Crown.

7. Except as provided in the articles of agreement made the twelfth day of July one thousand eight hundred and eighty-one between the Queen's most Excellent Majesty of the first part the Honourable Charles Alexander Gore a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and the Company of the third part and contained in the First Schedule to this Act nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any lands or heriditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty her heirs or successors.

Saving rights of the Duchy of Cornwall.

8. Nothing contained in this Act or in any Act or Acts incorporated herewith shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty her heirs or successors in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy

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26 & 27 Vict. c. 49.

or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section thirty-nine to exercise all or any of the rights powers privileges and authorities by the said Act made exercisable or otherwise for the time being exercisable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities 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.

Interpretation of "parish clerks."

9. The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

Notice to be given of taking houses of labouring classes.

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

Power for Company to appropriate lands for the erection of dwelling houses for the labouring classes.

11. The Company may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the railways and works for the purpose of the erection of dwelling houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons unless the Company and such person or persons otherwise agree: Provided always that

if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice.

Power to cross certain roads on the level.

12. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the works by this Act authorised carry the same with a single line only whilst the railway constituting the respective works shall consist of a single line and afterwards with a double line only across and on the level of the road next herein-after mentioned (that is to say):

Work.	On which Plans the work is shown.	No. of Road on those Plans.	Parish.	Description of Road.
Railway No. 13	Guildford deposited plans - -	36	Stoke d'Abernon	Public.
		36	Cobham - -	Public.

Provided that nothing herein contained shall prevent the Company either in the first instance or at any time hereafter from carrying the road 36 in the parish of Stoke d'Abernon over the said railway No. 13 by means of a bridge.

Inclination of roads.

13. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say):

Work.	On which Plans the work is shown.	No. of Road on those Plans.	Parish.	Description of Road.	Intended inclination.
Railway No. 3.	South - western deposited plans.	146	Cobham -	Road across common.	1 in 15.
Railway No. 4.	Guildford deposited plans.	159	Stoke - -	Public -	1 in 15.
		18	West Clandon	Public -	1 in 20.
		4	East Clandon -	Public -	1 in 20.
		25	East Horsley -	Public -	1 in 20.

Provided that in the event of the Company adhering to the parliamentary centre line as shown on the Guildford deposited plans and not raising the road No. 9 in the parish of Stoke d'Abernon to the full extent shown on the Guildford deposited plans and sections

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the gradients of the approaches to the bridge carrying the road No. 9 over the railway shall be diminished by adhering to the ends of the approaches as shown on the cross section on the Guildford deposited plans and sections and in the event of the Company deviating from the said parliamentary centre line the Company shall keep the ends of the approaches a like distance from the centre line as constructed as they are now shown to be from the said parliamentary centre line.

Height and span of bridges.

14. The Company may make the arches of the bridges for carrying the railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say):

Work.	On which Plans the work is shown.	No. of Road on those Plans.	Parish.	Description of Road.	Height. ft. in.	Span. ft.
Railway No. 3 -	Guildford deposited plans.	17	Stoke - -	Public -	15 0	25
		22	Stoke - -	Public -	15 0	25
Railway No. 4 -	Guildford deposited plans.	4	East Clandon -	Public -	15 0	25
		45	West Horsley	Public -	15 0	25
		7	East Horsley -	Public -	15 0	25
Romsey station widening.	South-western deposited plans.	2	Romsey Extra	Public carriageway or bridle-path.	12 3	12
Clapham junction to Wimbledon— Widening of line.	South-western deposited plans.	6	Wandsworth -	Public carriageway.	—	22

Widths of certain roadways.

15. The Company in widening their line from Clapham Junction to Wimbledon may make the roadway over the bridge by which the public carriageway numbered on the South-western deposited plans 4 in the parish of Wimbledon will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the width of seventeen feet.

Diversion &c. of certain roads.

16. The Company may divert the roads referred to in the next following table as shown upon the Guildford deposited plans and upon the South-western deposited plans respectively and when and as in each case the new portion of road is made and open for use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):

		No. of Road on those Plans.	Parish.	Description of Road.
Work shown on Guildford deposited plans.	Railway No. 4-	15	Merrow - -	Public.
		25	East Horsley -	Public.
	Railway No. 12	22	Stoke d'Abernon	Public.
Work shown on South-western deposited plans.	Railway No. 3-	146	Cobham - -	Track on Oxshott Heath.

And when and as each of the said roads is so stopped up all rights of way over the same shall cease and the Company may appropriate and use for the purposes of their undertaking the site of the road stopped up so far as the same is bounded on both sides by lands of the Company.

Company may discontinue part of existing Southampton and Dorchester Railway rendered useless.

17. At any time after the opening for public traffic of the deviation by this Act authorised of the Southampton and Dorchester Railway the Company may abandon and discontinue the user of the whole or any part of the portion of the last-mentioned railway which will be rendered unnecessary by the construction and opening for public traffic of the said deviation and may sell and dispose of the site of so much of the said railway as may be so abandoned or the user whereof may be so discontinued.

Power to stop up part of a road and alter a footpath in parish of Kingston-upon-Thames.

18. In connexion with the laying down of the additional line or additional lines of rails by this Act authorised at the Company's Surbiton Station the Company may stop up and discontinue for public traffic the public carriage road forming the approach on the south-eastern side to that station for a distance of thirteen yards south eastward from the footpath leading from the said station to South Terrace and the Company may alter and extend the existing footbridge over the Company's railway at the said station so as to carry it over the part of the said road so to be stopped up.

Power to stop up Brook Lane, &c.

19. When and so soon as the new road by this Act authorised in the parish of Ealing is completed and opened for public use the Company may stop up and appropriate the site of Brook Lane between a point about eight yards southward from the level crossing gate on the southern side of the Company's loop line and a point about forty yards northward from the level crossing gate on the northern side of the said line and may stop up the existing footpath on the northern side of the said loop line between Windmill Lane and Brook Lane: Provided always that before stopping up

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any part of Brook Lane the Company shall extend the existing footbridge on the western side of Brook Lane over so much of that lane on both sides of the said loop line as is authorised to be stopped up as aforesaid.

New road in Ealing parish to be maintained for two years by the Company and afterwards by the public.

20. The new road by this Act authorised in the parish of Ealing shall be maintained and kept by the Company in good condition and repair for two years after it shall have been opened for public use and at the expiration of that period the said road shall be maintained and repaired at the expense of the public in like manner as other public carriage roads in the said parish of Ealing are maintained and repaired.

Vesting sites of roads footpaths &c. stopped up and extinguishing rights over same.

21. The sites and soil of so much as by this Act the Company are authorised to stop up and discontinue for public traffic of any public road or footpath are by this Act vested (as to so much thereof as is bounded on both sides by land of the Company) in the Company and (as to so much thereof as is bounded on both sides by land of any other person) in such other person and (as to so much thereof as is bounded on opposite sides by lands belonging to different persons) in such owners respectively to the centre of the respective roads or footpaths in proportion to the respective frontages of their lands thereto and all public and private rights of way or passage and all other rights across over or along the same shall be by this Act extinguished.

Compensation to be made in respect of private rights extinguished.

22. The Company shall make full compensation to all parties interested in respect of all private rights of way or other private rights (if any) which by the last preceding section are extinguished or interfered with and such compensation shall be settled in manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase and taking of lands otherwise than by agreement and for that purpose any and every right so extinguished or interfered with shall be deemed to be an interest in land.

Saving rights of the Crown in the foreshore.

23. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in the said Act or Acts contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty her heirs or successors.

Protection of Surrey county bridges.

24. For the protection of Surrey county bridges and approaches and other property be it enacted as follows :—

(A) No works affecting any bridge belonging to or under the control of Her Majesty's justices of the peace for the county of Surrey or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence of the said surveyor and to his reasonable satisfaction and shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid: Provided that if the said surveyor neglect to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such neglect or omission shall be deemed an approval;

(B) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said justices all costs losses damages and expenses which may be occasioned to the justices or to any of their bridges or approaches by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the justices from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission;

(C) The costs charges and expenses of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

Saving rights as to future accretions.

25. Whereas all lands to the seaward of the lands by this Act authorised to be reclaimed now are below the line of ordinary high-water mark therefore if any land to the seaward of the lands by this Act authorised to be embanked or reclaimed shall at any time after the execution of any works under the authority of this Act become raised in height or reclaimed whether gradually or imperceptibly or otherwise so as to be above instead of below such line of ordinary high-water mark the Company shall not by virtue of the ownership of any lands which they are by this Act empowered to reclaim have any estate right or interest in or to the lands so raised in height or reclaimed by reason that such raising or reclamation has been gradual or imperceptible or has been either wholly or partially caused by the works by this Act authorised or otherwise but the right and title to

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the soil and freehold of such land when so raised or reclaimed shall continue vested in the Queen's Majesty or such other corporation or person or persons as is or are at the time of the passing of this Act entitled to the same and as if the same had continued as the same now is subject to the flow and reflow of the ordinary tides.

Works below high-water mark.

26. The Company shall not construct any works on any part of the shore of the Lymington river where and so far up the same as the tide flows and reflows without the previous consent of the Board of Trade to be signified in writing and then only according to such plan and under such restrictions and regulations as the said Board approve of such approval being signified as last aforesaid and where any such work shall have been constructed with such consent as aforesaid the Company shall not at any time alter or extend the same without obtaining previously to making any such alteration or extension the like consents or approvals and if any such work shall be commenced or completed without such consent and approval the said Board of Trade may abate and remove the same and restore the site thereof to its former condition at the costs of the Company and the amount of such costs shall be a debt due to the Crown and recoverable against the Company accordingly.

Survey of works by Board of Trade.

27. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of a work constructed by the Company on in over through or across tidal lands or tidal water or of the intended site of any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Abatement of work abandoned or decayed.

28. If a work constructed by the Company on in over through or across tidal lands or tidal water is abandoned or suffered to fall into decay the Board of Trade may abate and remove the work or any part of it and restore the site thereof to its former condition at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and be recoverable accordingly with costs or the same may be recovered with costs as a penalty is recoverable from the Company.

Lights on works

29. The Company shall on or near the works below high-water mark hereby authorised during the whole time of the constructing altering or extending exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) as the Board of Trade from time to time requires or approves and (notwithstanding the enactments for the time being in force respecting lighthouses)

shall also on or near the work when completed always maintain exhibit and keep burning at their own expense every night from sunset to sunrise such lights (if any) for the guidance of ships as the Board of Trade from time to time requires or approves.

If the Company fail to comply in any respect with the provisions of the present section they shall for each night in which they so fail be liable to a penalty not exceeding twenty pounds.

Company to exhibit lights.

30. The Company shall at the outer extremity of their harbour works exhibit and keep burning from sunset to sunrise such lights (if any) as the Corporation of Trinity House shall from time to time direct.

Protection of the mains and pipes of the Wandsworth and Putney Gaslight and Coke Company.

31. The following provisions for the protection of the Wandsworth and Putney Gaslight and Coke Company (herein-after called the Wandsworth Gas Company) shall be observed and have effect :—

The Company may for any purpose in connexion with the carrying into execution the railways and works by this Act authorised raise sink or otherwise alter the position of any gas pipe or main of the Wandsworth Gas Company and may remove any other obstruction making in cases of alteration proper substituted works in the meantime and causing as little detriment and inconvenience as circumstances admit to the Wandsworth Gas Company and making reasonable compensation to them in respect of any damage caused by any such alteration : Provided always that before the Company alter the position of any gas main or pipe of the Wandsworth Gas Company they shall give to that Company notice of their intention to do so specifying the time at which they will begin to do so such notice to be given twenty-four hours at least before the commencement of the work for effecting such alteration and such work shall be done under the superintendence (at the expense of the Company) of the Wandsworth Gas Company unless that Company refuses or neglects to give such superintendence at the time specified in the notice for the commencement of the work or discontinues the same during the work and the Company shall execute such work to the reasonable satisfaction of the engineer of the Wandsworth Gas Company.

Protection of Southampton Harbour Board.

32. The Company in constructing the deviation of their Southampton and Dorchester Railway by this Act authorised shall observe and be bound by the following provisions for the protection of the Southampton Harbour Board :—

(1) The said deviation shall unless otherwise agreed between the Company and the said board be carried across that part of the Southampton water known as the River Test by a viaduct between

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the points and of the dimensions shown and described on the South-western deposited sections and so as to leave a clear waterway in the river not less in extent than 215 yards inclusive of piers and so that such viaduct shall clear the two branches of the river as shown on those sections and shall have a clear headway of not less than four feet above ordinary spring tides at high-water and the viaduct and all the works thereof shall so far as the same affect the waterway of the said river in all respects be constructed to the reasonable satisfaction of the said board;

(2) Except as by this Act expressly authorised with respect to the said deviation nothing in this Act contained shall extend or be construed to extend to affect prejudice alter abridge or take away any rights estates powers immunities advantages or privileges whatsoever belonging or appertaining to the Southampton Harbour Board.

Construction of works within the metropolis. 18 & 19 Vict. c. 120.

33. With reference to so much of the works by this Act authorised as will be situate within the metropolis as defined by the Metropolis Management Act 1855 the following provisions shall have full force and effect:—

Bridges over streets.

(1) Where under the authority of this Act any works are constructed over any street or road within the metropolis there shall be left a clear headway throughout of not less than eighteen feet and a clear span throughout of not less than forty feet measured on the square: Provided that no span and headway shall be less in extent than the span and headway afforded by any existing bridge of the Company over the street or road: And provided also that in the case of the proposed bridge over the South Lambeth Road the span may be sub-divided by the introduction of iron columns on the kerb at each side of the roadway in the line of the present piers. All bridges constructed or altered under the authority of this Act over any such road or street shall be made of a reasonably ornamental character and design and shall be made and maintained in such a manner as to prevent the percolation of water and to deaden as far as practicable the sound of engines and carriages passing over them;

New bridge over Garratt's Lane.

(2) The bridge for carrying the portion of the railway widened under the authority of this Act over the road known as Garratt's Lane in the parish of Wandsworth shall be constructed and maintained as a girder bridge with not less headway throughout than the maximum headway afforded by the bridge carrying the existing railway over the said Garratt's Lane and a clear span throughout of at least forty feet;

Widening existing bridge over Garratt's Lane.

(3) If within twelve months after the passing of this Act the Metropolitan Board of Works (in this section called the Board) shall give to the Company notice in writing under their common seal requiring them to alter the existing bridge carrying the railway of the Company over the said road known as Garratt's Lane and to reconstruct the same as a girder bridge with a clear headway throughout not less than the maximum headway afforded by the existing bridge above the present surface of the road and with a clear span throughout of not less than forty feet the Company shall alter and reconstruct the said bridge accordingly so as to correspond with the bridge to be made as last aforesaid: Provided that the Company shall not be required to commence such alteration and reconstruction until the widening of the railway over the said road shall be opened for traffic and provided that when the Company shall have altered and reconstructed the said bridge in accordance with the provisions herein-before contained to the reasonable satisfaction of the engineer for the time being of the Board the Board shall contribute a sum not exceeding one thousand five hundred pounds to the Company in aid of the expenses incidental thereto;

Bridges carrying streets over railway.

(4) All bridges constructed by the Company for carrying any public road or street within the metropolis as defined by the Metropolis Management Act 1855 over the railway or any of the works by this Act authorised shall be constructed so as not to lessen the present clear width of such road or street including the footway and in no case shall any such bridge be of less width between the parapets thereof than forty feet measured on the square and every such bridge shall be so covered as to prevent as far practicable the escape of steam smoke or other offensive effluvia into the said roads and streets;

Plans of bridges to be submitted to Metropolitan Board.

(5) The Company shall not commence the erection of any such bridge or works until they shall have given to the Board twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the Board with plans elevations sections and other necessary particulars of the construction of the said bridges and works nor until the Board shall have signified their approval of the same unless the Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid in which event the Company may proceed forthwith with the works according to the said plans elevations and sections;

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Approval of the Metropolitan Board.

(6) The Company shall comply with and conform to all reasonable directions and regulations of the Board in the execution and subsequent maintenance of the said bridges and works connected therewith and the Company shall save harmless the Board against all and every expense to be occasioned thereby and all such works shall subject to the provisions of this Act be done to the reasonable satisfaction of the engineer or other officer of the Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the Board may be put by reason of the works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Board by the Company on demand;

Company not to exhibit placards or advertisements.

(7) The Company shall not exhibit or permit to be exhibited upon any part of the railway or works authorised to be made or altered under the authority of this Act and within view of any public street within the metropolis any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the board;

Company to defray cost of extra lamps.

(8) The Company shall defray the costs of any extra lamps which may in the opinion of the board be necessary for lighting the roads where they are crossed by any work constructed under the authority of this Act and of the lighting thereof thereafter by the Company.

Protection of sewers in the metropolis.

34. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestry or any of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry as the case may be twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after

service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards or vestry respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said boards and vestry respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board or district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board or district board or vestry as the case may be respectively as any sewers or works now or hereafter may be: And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said respective boards or vestry or any or either of them or of their successors but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Saving rights of Metropolitan Board of Works.

35. Nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Metropolitan Board of Works or the Board of Works for the Wandsworth district but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Company to make good parochial rates until works are assessed.

36. If and while the Company are possessed under this Act of any lands assessed or liable to be assessed to any sewers rate main drainage rate or general purposes rate they shall from time to time until the railway or the works thereof are completed and assessed or liable to be assessed to the respective rates be liable to make good the deficiency in the assessment for the respective rate by reason of

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those lands being taken or used for the purposes of the railway or works and the deficiency shall be computed according to the rental at which those lands with any buildings thereon are now rated and on demand the Company shall pay the deficiency to the collector of the respective rate.

Lands for extraordinary purposes.

37. The Company by agreement from time to time may purchase land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 but the quantity of land so purchased by them under this Act for those purposes shall not exceed ten acres.

Period for *completion* of works.

38. The railways in this Act described as the "New Lines in Surrey" and the Lymington Railway Extension and the deviation of the Southampton and Dorchester Railway by this Act authorised shall be respectively completed within five years from the passing of this Act and on the expiration of that period the powers by this Act granted to the Company for making those respective railways and works or otherwise in relation thereto shall cease to be exercised except as to so much thereof respectively as shall then be completed.

Penalty for non-completion of railways &c. within time limited.

39. If the Company fail to complete any railway or work mentioned in the last preceding section within the period limited by this Act in that behalf the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the respective railway or work is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the respective railway or work and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in England in the bank and to the account named in such order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the respective railway or work by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

17 & 18 Vict c. 31.

Application of penalty.

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

Power to take additional lands for general purposes.

41. Subject to the provisions of this Act the Company may for enlarging and extending their station and siding accommodation and for roads and approaches and for taking and getting ballast and for other purposes of their undertaking enter upon take hold and use the whole or any part or parts of the lands and all or any of the buildings in the parishes next herein-after mentioned shown on the South-western deposited plans and described in the deposited books of reference (that is to say):—

(*a*) Land and houses in the parish of Kingston-upon-Thames and county of Surrey adjoining and on the north-west side of the Company's property and numbered respectively 16 18 19 and 21 in the said parish on the plans deposited for and referred to in the South-western Railway (General) Act 1873; 36 & 37 Vict. c. clxi.

(*b*) Lands and houses in the parish of Ealing and county of Middlesex (*a*) adjoining and on the northern side of the

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Company's loop line from Barnes to Hounslow and (*b*) adjoining and on the southern side of the said loop line;

(*c*) Lands and houses in the parish of Saint Mary in the town and county of the town of Southampton adjoining and on the west side of the Company's main line and lying between Marsh Lane and Chapel Road or any interests or rights in over or affecting such lands and houses not already acquired by the Company;

(*d*) Lands in the parish of Twickenham and county of Middlesex lying between the Company's Twickenham and Kingston and Windsor lines and Staten Lane;

(*e*) Land in the parish of Twickenham and county of Middlesex adjoining and to the northward of the southern boundary of the roadway leading from the Company's permanent way workshops to their adjoining lands;

(*f*) Land in the parish of Twickenham and county of Middlesex adjoining and on the southern side of the Company's Windsor line;

(*g*) Land in the parish of Saint Nicholas Guildford and county of Surrey adjoining and on the western side of the Company's Guildford Station-yard and Railway;

(*h*) Land in the parish of Saint Nicholas Guildford and county of Surrey adjoining and on the east side of the Company's railway from Woking to Guildford;

(*i*) Land and houses in the parish of Millbrook and county of Southampton lying between the Company's Andover and Redbridge Railway and main line to Dorchester and the road leading from Redbridge to Southampton;

(*j*) Land in the parish of Millbrook and county of Southampton lying on the north-east side of and adjoining the Company's Southampton and Dorchester Railway and on the west side of and adjoining the old canal adjoining their Redbridge Station;

(*k*) Land in the parish of Millbrook and county of Southampton lying between the Southampton and Dorchester and Andover and Redbridge Railways of the Company and the River Test;

(*l*) Land and houses in the parish of Millbrook and county of Southampton lying (*a*) as to part between the Company's Southampton and Dorchester Railway and the River Test or the shores and mudlands thereof and (*b*) as to the remainder between the old canal and the said river or shores and mudlands.

Extinguishing rights of way over approach

42. Upon the purchase or acquisition by the Company of so much of the land (part of the land described in the sub-paragraph (*i*) of the last preceding section) as abuts on both sides of the

approach road from the road leading from Redbridge to Southampton to the wharf included in the lands described in the sub-paragraph (*l*) all private and other rights of way over or affecting the site of the said approach road are by this Act extinguished.

road included in lands above-mentioned.

43. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may if they think fit subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act grant to the Company any easement (not being an easement of water) right or privilege required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Act with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Easements &c. may be granted by incapacitated persons.

44. The powers of the Company under this Act for the compulsory purchase of lands shall not be exercised after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

45. The Company may from time to time demand and take in respect of the railways in this Act described as the "New Lines in Surrey" 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 them thereon and for all other matters with respect to traffic thereon a like amount of tolls rates and other charges as by the several Acts relating to the Company or any of them the Company are authorised to demand and take for like traffic services and matters on and with respect to the Company's main line of railway and in like manner and with and subject to like powers and provisions in all respects as if the said railways by this Act authorised were part of that main line.

Tolls on new lines in Surrey.

46. The railway and works by this Act authorised in extension of the Company's Lymington Branch Railway shall for the purposes of tolls rates and charges and for all other purposes be deemed part of that branch railway and the railway and works by this Act authorised for the deviation of the Company's Southampton and Dorchester Railway shall for the purposes of tolls rates and charges and for all other purposes be deemed part of the last-mentioned railway and the other works by this Act authorised (other than the road in the parish of Ealing) shall respectively for the purposes of tolls rates and charges and for all other purposes be deemed part of the Company's railway in connexion with which they are respectively to be executed.

Tolls &c. on other railway works authorised.

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Modification of Mid Hants agreement.

47. The Mid Hants agreement is hereby modified as follows:—

(1) The Company may out of the sum of one hundred and thirty thousand pounds in cash to be paid to the Mid Hants Company retain in their own hands for the period of twelve months from and after the sale day or the purchase day as the case may be the sum of thirty thousand pounds by way of security against any rentcharges or other annual payments granted by the Mid Hants Company and charged upon and issuing out of their undertaking and if on the expiration of such period of twelve months any such rent or other payments shall remain unredeemed the Company may deduct from the said sum of thirty thousand pounds a sum or sums equal in the whole to the capitalised value of such rent or other payments calculated at twenty-five years purchase thereof respectively and shall pay the balance of the said sum of thirty thousand pounds to the Mid Hants Company;

(2) The sum of one hundred thousand pounds in cash to be paid to the Mid Hants Company and the sum of thirty thousand pounds to be retained by the Company as aforesaid or the balance thereof as the case may be shall be applied and distributed by the Mid Hants Company to the following purposes and in the following manner and order:

First. To the payment of the costs charges and expenses of the Mid Hants Company of and in relation to the Mid Hants agreement and the modification and confirmation thereof by this Act and the carrying the said Agreement as so modified and confirmed into effect;

Secondly. To the payment of all unpaid purchase money (if any) for land taken by the Mid Hants Company under the powers of their Acts with any interest that may be due thereon and with the costs of the vendors and to the redemption of all rentcharges in discharge of which the persons entitled thereto are willing to receive payment at the rate of twenty-five years purchase thereof;

And the balance shall be applied as follows:—

To the payment to every registered holder of preference shares of the Mid Hants Company of a sum equal to forty per centum on the nominal amount of the preference shares held by him;

To the payment to every registered holder of ordinary shares of the Mid Hants Company of a sum equal to twenty per centum on the nominal amount of the ordinary shares held by him;

To the payment to every holder of debenture stock B of the Mid Hants Company of such a sum not exceeding seventy per

centum of the amount of the said debenture stock held by him as the holders of three fourths in value of the said debenture stock shall signify in writing to the secretary of the Mid Hants Company their willingness to accept in full satisfaction and discharge of all claim upon the said Company or their undertaking save as herein-after provided whether for principal or interest in respect of the said stock;

To the payment to the creditors of the Mid Hants Company of such a sum not exceeding sixty per centum of the amount of their several debts as a majority in value of such creditors shall signify in writing to the secretary of the Mid Hants Company their willingness to accept in full satisfaction and discharge of all claims upon the said Company or their undertaking.

Any balance of the said sums of one hundred thousand pounds and thirty thousand pounds which may remain after providing for the payments aforesaid shall be distributed amongst the holders of debenture stock B of the Mid Hants Company in proportion to their holdings of that stock.

If the directors of the Mid Hants Company are for twelve calendar months unable to ascertain the person to whom any money should under this section be paid or who can give an effectual receipt for the same they may pay such money into the Chancery Division of the High Court of Justice in England under any Act for the time being in force for the relief of trustees.

Notice of winding-up to be published by Mid Hauts Company &c.

48. Within one month after the sale day or the purchase day as the case may be the Mid Hants Company shall publish a notice of their intention to wind up their affairs and distribute their assets and such notice shall state that all persons having any charge lien and incumbrance other than a rentcharge affecting the Mid Hants Railway or undertaking or having any claim against the Company shall send particulars thereof in writing addressed to the secretary of that Company at their office 122 Cannon Street in the city of London or other their office for the time being in order that the same may be satisfied and discharged And such notice shall be advertised once in the London Gazette and twice in successive weeks in a newspaper published in London and in a newspaper published in Hampshire and all claims and demands whatsoever of which the Mid Hants Company shall not have received notice in writing within twelve calendar months from the date of the last insertion of such notice shall be barred both against the Mid Hants Company and the Company and the rights of all persons therein and thereunder shall absolutely cease and determine.

Confirming Mid Hants agreement.

49. The Mid Hants agreement as modified by this Act is hereby confirmed and made binding on the Mid Hants Company and all

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debenture and other stock and shareholders mortgagees and creditors of that Company and on the Company and full effect shall accordingly be given thereto as if the provisions and conditions contained and expressed in the said agreement as so modified had been in terms enacted in this Act. The expression "the Mid Hants agreement" where herein-after used means the Mid Hants agreement as modified by this Act.

Undertaking of Mid Hants Company to be sold and transferred to Company in accordance with Mid Hants agreement.

50. If in accordance with the terms of the Mid Hants agreement a sale and transfer of the undertaking of the Mid Hants Company to the Company is required by notice given by either Company to the other Company the Mid Hants Company shall sell and transfer their undertaking to the Company accordingly upon the terms agreed upon and specified in that agreement and the provisions of the Act of 1876 relating to a sale and transfer under that Act of the said undertaking to the Company and the application of the funds of the Company and the raising of further money by them for the purposes of the sale and transfer and relating to the winding-up of the affairs of and the dissolution of the Mid Hants Company shall mutatis mutandis and so far as the same are applicable apply to and in the case of the sale and transfer by this section provided for.

Vesting of Mid Hants undertaking in Company.

51. Upon the day of sale or of purchase as the case may be mentioned in the Mid Hants agreement the undertaking (as defined in that agreement) of the Mid Hants Company shall be by this Act and by virtue of the deed herein-after mentioned vested (but subject to the provisions of this Act) in the Company subject to the obligations contracts debts and liabilities if any of the Mid Hants Company affecting the same.

Transfer of Mid Hants undertaking to be evidenced by deed duly stamped &c.

52. The transfer to the Company of the undertaking of the Mid Hants Company shall be evidenced by a deed of conveyance in which the consideration shall be fully set forth. Within three months after the date of vesting the Company shall produce to the Commissioners of Inland Revenue such deed duly stamped with the ad valorem stamp duty in respect of the consideration and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of vesting shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Receipts of directors of Mid Hants Company to be a discharge to the Company.

53. A receipt or acknowledgment under the hands of three directors of the Mid Hants Company for any money payable to that Company in cash by the Company shall be a good and sufficient discharge for the same and the Company shall not be bound to see to the application or be answerable or accountable for the non-

application or misapplication of the said purchase-money or any part thereof. A.D. 1881.

Preference stock to be created by Company on sale of Mid Hants undertaking to them.

54. For the purposes of the sale and transfer to them of the undertaking of the Mid Hants Company the Company shall if and when the same is required create under the powers of the Act of 1876 preference stock of the Company (to be deemed fully paid up) to the amount of one hundred thousand pounds bearing a dividend at or after the rate of four pounds per centum per annum.

List of persons entitled to Company's preference stock to be furnished &c.

55. The directors of the Mid Hants Company shall deliver to the Company a list of the persons (with their addresses) and of the corporations who under the Mid Hants agreement may be entitled to preference stock of the Company as part of the consideration for the sale and transfer and the Company shall insert the names and addresses of such persons and the names of such corporations in the register of proprietors of such preference stock and such registration shall be a complete discharge to the Company as regards that part of such consideration.

Company shall issue certificates of preference shares to parties entitled.

56. So soon as the Company shall have made the entries in the register of proprietors of their preference stock required by this Act they shall issue certificates of proprietorship of such stock to the persons and corporations who may be entitled thereto as nearly as may be in the form and under the conditions prescribed by the Companies Clauses Consolidation Act 1845 with respect to certificates of shares but the holder of any existing shares stock or debenture stock of the Mid Hants Company shall not be entitled to any certificates of proprietorship under this section until he shall have delivered up to the Company to be cancelled the certificates of proprietorship of such shares stock or debenture stock issued to him by the Mid Hants Company or shall have proved to the reasonable satisfaction of the Company the loss or destruction thereof.

Preference stock to be held on same trusts &c.

57. Preference stock of the Company to which any holder of shares stock or debenture stock of the Mid Hants Company shall be entitled shall be subject and liable to the same trusts powers provisions declarations agreements charges liens and incumbrances as immediately before the registration thereof affected the shares stock or debenture stock of the Mid Hants Company for which the same is substituted and so as to give effect to and not revoke any testamentary disposition of or affecting the same.

Power to apply funds.

58. The Company may apply for any of the purposes of this Act any moneys which by any previous Act or Acts they are authorised to raise by shares stock debenture stock or borrowing and which are not by the Act or Acts under which they are

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authorised to be raised made applicable to any special purposes or which being so made applicable are not required for such special purposes.

Power to raise further money for purposes of this Act.

59. For any of the purposes of this Act other than the sale or transfer to them of the undertaking of the Mid Hants Company and for the general purposes of the Company the Company from time to time may raise by new shares or new stock (whether ordinary or preferential or both) any sum or sums not exceeding in the whole six hundred thousand pounds.

Shares not to be issued until one-fifth paid.

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

Calls.

61. One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Provisions of Company's Act of 1862 to extend to Company's shares and stock under this Act.

62. The provisions of sections 47 to 70 (both inclusive) of the South-western Railway (Additional Powers) Act 1862 with respect to preferential shares and stock and the cancellation of shares and stock and the issue of new shares or stock instead of cancelled shares or stock and with respect to voting for shares or stock and otherwise respecting shares and stock shall extend to this Act with respect to the Company and the shares and stock which by this Act they are authorised to create and issue.

Further borrowing powers to the Company.

63. The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow in respect of their additional capital of six hundred thousand pounds which they are by this Act authorised to raise for purposes of this Act other than the sale and transfer to them of the undertaking of the Mid Hants Company and for the general purposes of their undertaking any sum or sums not exceeding in the whole two hundred thousand pounds and of the last-mentioned sum they may borrow thirty-three thousand three hundred pounds in respect of every one hundred thousand pounds of the said capital of six hundred thousand pounds.

Restrictions on borrowing.

64. Provided always that no part of any such sum of money shall be borrowed by the Company under the powers of this Act unless and until the additional capital or as the case may be the portion of additional capital by this Act authorised in respect of which it is to be borrowed is issued and accepted and one half

thereof is paid up and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such additional capital or portion of additional capital as the case may be has been issued and accepted and that one half thereof has been paid up and not less than one fifth part of the amount of each separate share in such capital or portion of capital as is to be raised by means of shares has been paid on account of such share before or at the time of the issue or acceptance thereof and that stock for one half of so much of such capital or portion of capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid (before he so certifies) that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if any part of such capital or portion of capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

65. All mortgages granted by the Company in pursuance of any Act passed before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance thereof respectively have priority over any mortgages to be granted by virtue of this Act: Provided that this section does not apply to any mortgage from time to time granted by the Company in accordance with section 21 of the South-western Railway (General) Act 1865 or section 60 of the South-western Railway (General) Act 1867.

28 & 29 Vict. c. ccciv. 30 & 31 Vict. c. clvi.

Provisions of Company's Acts as to appointment of receiver repealed.

66. The provisions of all former Acts relating to the Company by which the mortgagees of the Company are empowered to enforce payment of arrears of principal or interest due on their mortgages by the appointment of a receiver are by this Act repealed but without prejudice to any appointment heretofore made or proceedings now pending under those provisions or any of them.

Appointment of a receiver.

67. The Company's mortgagees may enforce payment to arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount of principal owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than ten thousand pounds.

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Scheme generally approved for consolidation of Company's guaranteed stocks to be binding on proprietors of certain of such stocks.

68. Notwithstanding anything contained in the Act of 1880 if any scheme prepared by the directors of the Company for the consolidation and conversion of all their guaranteed stocks be approved by the proprietors of all the guaranteed stocks of the Company other than the five per centum Gosport preferential stock amounting to fourteen thousand four hundred pounds or the four per centum (with option) stock amounting to four thousand four hundred pounds at meetings convened by the directors in accordance with that Act the scheme so approved shall be carried into effect not only so far as it relates to the several stocks the proprietors whereof shall have so approved the scheme but so far also as it relates to the Gosport stock or the four per centum (with option) stock as the case may be and that notwithstanding that the directors shall not have convened or submitted the scheme to the consideration of a meeting of the proprietors of the Gosport stock or of the four per centum (with option) stock as the case may be or that proprietors holding one fourth in value of either of those stocks may at a meeting of proprietors of the respective stocks have objected to that portion of the scheme which relates to the respective stock.

Provision as to agreement with John Earley Cook.

69. The Company shall take over adopt and carry into effect an agreement dated the twenty-eighth day of April one thousand eight hundred and eighty-one made between the promoters of the Guildford Kingston and London Railway Bill and John Earley Cook and such agreement shall be read and construed as if the name of the Company had been inserted therein in place and stead of the names of such promoters and this Act had been therein referred to in place and stead of the Bill therein referred to and the Company were therein referred to in place and stead of the Company to be incorporated and the railways therein referred to respectively shall be deemed and taken to be the railways by this Act respectively authorised to be constructed in the parishes of Cobham and Stoke d'Abernon and the Oxshott Station therein mentioned shall be deemed and taken to be the Oxshott Station on the railway by this Act authorised.

Interest not to be paid on calls paid up.

70. The Company shall not out of any money by this Act authorised to be raised by calls pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be

71. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing

order of either House of Parliament now or hereafter in force is required to be deposited in respect of an application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking. paid out of capital.

Saving rights of Crown under Crown Lands Act.

72. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 20 21 and 22 of the Crown Lands Act 1866 and belonging to or exercisable on behalf of Her Majesty her heirs or successors.

Provisions as to general railway Acts.

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

Costs of Act.

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

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

ARTICLES OF AGREEMENT made this 12th day of July 1881 between the Queen's most Excellent Majesty of the first part the Honourable Charles Alexander Gore a Commissioner of Her Majesty's Woods Forests and Land Revenues of the second part and the London and South-western Railway Company a Company incorporated by Act of Parliament and herein-after called "the Company" of the third part.

Whereas the Company have applied to Parliament for an Act under the short title of the South-western Railway Act 1881 to enable them (amongst other things) to make and maintain certain railways and works in the county of Surrey with proper stations sidings approaches works and conveniences connected therewith respectively including so much but so much only of the Railway No. 3 shown on certain plans and sections deposited with the clerk of the peace for the said county of Surrey and in the said Act referred to as "the South-western deposited plans and sections" as lies between the termination thereof by a junction with the Company's main line as shown on those plans and sections and the point on those plans and sections indicating the distance of 4 miles from the commencement of the said Railway No. 3 as shown on the same plans and sections. And also so much but so much only of the railway No. 13 shown on certain other plans and sections also deposited with the said clerk of the peace for the said county of Surrey and in the said Act referred to as "the Guildford deposited plans and sections" as lies between the point of commencement thereof as shown on those plans and sections and the point on the same plans and sections indicating the distance of 6 furlongs from the said point of commencement which said railways or portions of railways are herein-after referred to as "the said railways" and to enter upon take and use such of the lands delineated on the South-western deposited plans and on the Guildford deposited plans respectively and specified in the books of reference to those plans respectively (such books having been also deposited with the clerk of the peace for the said county of Surrey) as may be required for the purpose:

And whereas part of the lands which the Company seek power or desire to enter upon take and use for and in connexion with the said railways and works consist of certain farm lands woodlands and premises in the parishes of Stoke d'Abernon Cobham and Thames Ditton or some of them in the said county of Surrey coloured respectively red and green on the plan annexed to these presents (herein-after referred to as "the said plan") to which farm lands woodlands and premises Her Majesty is entitled in right of Her Crown subject to cer-

tain leases or agreements and also of certain commonable or waste lands coloured yellow on the said plan and being part of the wastes of the manor of Milbourne otherwise Waterville Esher in the said county of Surrey to the use and enjoyment of which waste lands Her Majesty is entitled during her life or pleasure and which waste lands subject to such use and enjoyment are vested in Her Majesty in right of Her Crown. And it has been agreed between the said Charles Alexander Gore with the assent of Her Majesty and as such Commissioner as aforesaid and the Company that the following agreement shall be entered into relative to the said lands in which Her Majesty is interested as aforesaid.

Now these present witness that the said Charles Alexander Gore doth hereby on behalf of Her Majesty covenant with the Company and the Company do hereby for themselves their successors and assigns covenant with Her Majesty her heirs and successors in manner following (that is to say):

1. This agreement shall not (except as to the 16th clause hereof) have any force or validity unless the said Act applied for by the Company as aforesaid with such alterations as may be sanctioned by Parliament become an Act of Parliament in the present session and such Act of Parliament shall empower the Company to construct the said railways in which case subject to the 19th clause hereof this agreement is to be binding.

2. In the event of such Act as aforesaid being passed and empowering the Company to construct the said railways the Company shall not enter upon or interfere with any land in which Her Majesty is interested unless or until a consent in writing for that purpose is given by the said Commissioner or Commissioners.

3. The Company before entering upon or taking possession of any land in which Her Majesty may be interested shall pay to the said Commissioner or Commissioners compensation for the interest of Her Majesty therein at the following rates—viz. For the interest of Her Majesty in all such parts of the said lands coloured red and green respectively on the said plan as may be required for the said railways and for any approaches bridges or crossings or for any station roads or other works the sum of two hundred pounds per acre and so in proportion for any less quantity than an acre and for the interest of Her Majesty in all such parts of the lands coloured yellow as may be required for the purposes aforesaid or any of them the sum of one hundred pounds per acre and so in proportion for any less quantity than an acre. And in addition to such compensation the Company shall pay to the said Commissioner or Commissioners such furthur sum as the receiver of Crown rents for the said county of Surrey shall determine to be the value of all the timber tellars underwood and nursery stock upon the lands required as aforesaid.

4. The Company shall not enter upon take or use any land in which Her Majesty is interested for side cuttings or for the deposit of spoil or for any other purpose whatever except for the construction of the said railways and of the station and other works herein-after agreed to be constructed without the consent in writing of the said Commissioner or Commissioners.

5. The Company shall not in any manner damage or obstruct the drains or watercourses in or through the lands belonging to Her Majesty on either side of the said railways and in case any of the works of the Company shall in any manner affect such drains or watercourses or the general drainage of the Crown lands in

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the vicinity the Company shall forthwith construct proper and sufficient culverts drains and other works of such sizes at such depths and generally of such nature as the said Commissioner or Commissioners may deem necessary for the maintenance of the proper drainage of the Crown lands and as he or they may by notice in writing under his or their hand or hands require the Company to construct which notice may be left at any station on their line of railway or at the office of the secretary of the Company and no culvert under the said railways or approach roads for the drainage of the said adjoining lands shall have a waterway of less depth than five feet in the clear from the existing surface of the land and Her Majesty her heirs and successors and the said Commissioner or Commissioners shall have full power at all times hereafter to make any communication with and shall have the free use of and right of drainage into any ditches or drains formed by the Company on the lands taken by them and shall also have power at all times hereafter to construct at her his or their expense under the said railways such sewers drains and culverts as she he or they may from time to time consider necessary such last mentioned sewers drains and culverts to be constructed and the works in connexion therewith executed in the manner required by and to the satisfaction of the engineer for the time being of the Company or if the Company so desire to be constructed and executed by the Company at the expense of Her Majesty her heirs or successors.

6. The Company shall so far as the said railways shall pass through or adjoin any lands and premises belonging to Her Majesty fence in the same and the approaches to the bridges and crossings and all other lands herein-after agreed to be fenced with a substantial flat iron fence of not less than six bars to the satisfaction of the said Commissioner or Commissioners and to the like satisfaction provide and fix new roads or gates with wing railings and culverts where the existing roadways or gateways may be interfered with or in the opinion of the said Commissioner or Commissioners rendered useless by the works of the Company so as to give such convenient access to the several inclosures as now exists.

7. All roads approaches and carriage ways to be made by the Company as herein-after provided shall except where otherwise specified be formed twenty feet in width and be metalled to a depth of ten inches and a width of twelve feet and all roads approaches and other works to be made and executed by the Company shall be drained by them to the satisfaction of the said Commissioner or Commissioners.

8. The Company shall make form and execute the following works viz:—

Four bridges under the said railways with convenient approaches one of such bridges being at or about each of the points marked respectively A B C and H on the said plan each of such bridges shall leave a clear width of carriageway of not less than twenty feet which shall be metalled over the entire width and shall leave a clear heading as regards the bridges at the said points A B and C respectively of not less than thirteen feet high and as regard the bridge at the said point marked H of not less than fifteen feet high throughout the whole width of each carriageway and if the present level of the carriageways or any or either of them is lowered to pass under the said bridges or any or either of them the roads shall be drained and at all times kept free from water.

The approaches to the said bridges respectively shall be made not steeper than one in twenty and be properly fenced and metalled ;

A bridge over the said railways with proper approaches at or about the point marked D on the said plan having a clear carriageway of not less than twenty feet in width to be metalled over the whole width. The present level of the surface of the land shall not be raised and the approaches to the said bridge shall be formed not steeper than one in twenty and be properly fenced and metalled ;

If the existing road marked with the letters E F on the said plan shall be interfered with by the construction of the said railways the Company shall form along the south-east side of and adjoining the said railways a new road so as to give convenient communication between the bridge to be constructed at or about the said point marked B and the road at or about the said point marked F ;

A road on the south-east side of the said railways from the bridge to be made over the said railways at or about the said point marked D to the point marked G on the said plan as approximately shown by the dotted lines thereon such road to be fenced on the east side thereof;

A road commencing on the north-west side of the said railways at or about the point marked K on the said plan passing through the bridge to be constructed under the said railways at or about the said point marked H and terminating on the south-east side of the said railways at or about the point marked M as approximately shown on the said plan by dotted lines so as to afford convenient communication between the points on the road marked respectively K and M by way of the said bridge at or about the point marked H. The Company to fence the said road and to provide and fix a gate with culvert and wing railing at the place where such road crosses the boundary between the said commonable or waste lands and the land belonging to Her Majesty near the said point marked K ;

In the event of the roads through Oxshott Warren Plantation in the said parish of Cobham and numbered 156 on the said plan or the gateway therefrom into Oxshott Common also in the said parish of Cobham being interfered with the Company shall make and form a new road with a new gateway and with convenient communications with the existing road numbered 154 on the said plan with an inclination not steeper than one in twenty. In the event of the railway being constructed on the level across the public road numbered 36 on the said plan the Company shall erect and until a bridge in lieu of such level crossing shall be constructed maintain at such level crossing a lodge to be continuously occupied by a servant of the Company who shall have charge of such crossing.

9. In the event of the said railways or any part thereof being constructed so as to come within fifty yards of the farm buildings and stack yard standing upon the pieces of land in the parish of Stoke d'Abernon aforesaid numbered respectively 37 and 40 on the said plan or the cottage or buildings standing on the piece of land in the parish of Cobham numbered 152 on the said plan or any or either of them or if any other buildings belonging to Her Majesty shall be taken or interfered with the Company shall if required by the said Commissioner or Commissioners repay to Her Majesty her heirs and successors all costs and expenses incurred by her or them or by the said Commissioner or

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Commissioners in rebuilding or reinstating such buildings and stack yard on such site as the said Commissioner or Commissioners may deem proper or requisite for the proper cultivation of the farm and premises occupied therewith and the certificate of the receiver of Crown rents for the county of Surrey shall be accepted by the Company as conclusive evidence of the amount of the costs and expenses so incurred.

10. The Company shall erect and construct between the point marked N and the road numbered 154 on the said plan a good and convenient station and buildings for passengers and goods with proper sidings for timber coal and other goods and with convenient approaches thereto from the said road numbered 154 on the said plan and shall stop all trains at such station except express and special trains.

11. All the works which are to be executed by the Company in pursuance of this agreement shall be so executed and for ever maintained by them in good and substantial repair with good sound and substantial materials according to such plans and drawings as shall have been previously approved of in writing by the said Commissioner or Commissioners and in all things to his or their satisfaction.

12. The Company shall make fair and reasonable compensation to the lessees and tenants of the Crown of the lands and of rights over the lands taken by the Company for all injury loss or damage they may sustain by reason of such lands being taken or by severance or otherwise by reason of the works of the Company but an abatement of rent shall be made by the Crown the amount of which abatement shall be fixed by the Crown receiver for the said county of Surrey.

13. Upon completion of the said railways and of the several works to be executed by the Company pursuant to these presents and upon payment of all moneys payable under these presents by the Company a conveyance shall be made to the Company by the said Commissioner or Commissioners of the land of Her Majesty taken in pursuance of this agreement subject to any existing lease or leases or tenancies thereof but although the lands taken by the Company for the purpose of roads approaches and other accommodation works herein-before agreed to be executed shall be paid for by the Company in pursuance of the provision herein-before contained such last-mentioned land shall not be conveyed to them but shall remain vested in and under the control of Her Majesty her heirs and successors. The conveyance which shall reserve to Her Majesty her heirs and successors all the sporting over the lands and premises conveyed shall be prepared in duplicate in the office of the said Commissioner or Commissioners and shall contain covenants by the Company for the performance of such of the stipulations herein-before contained as may then remain to be performed and such other clauses as are usually inserted in conveyances of a similar nature made by the Crown.

14. If any of the lands to be conveyed to the Company shall with other lands belonging to Her Majesty be charged with an apportioned rentcharge in lieu of tithes the Company shall in respect of the lands so to be conveyed bear and pay a fair and reasonable proportion of such rentcharge and shall forthwith after the conveyance is completed procure at their own expense such rentcharge to be legally apportioned between the lands conveyed to them and the other lands subject thereto then belonging to Her Majesty.

15. The Company shall not require any title to be shown to the land to be conveyed to them as aforesaid.

16. All costs charges and expenses which have been or which may be incurred by Her Majesty her heirs or successors or the said Commissioner or Commissioners including the charges of any engineer or surveyor to be employed by her him or them in relation to any of the matters herein-before mentioned or in any manner relating to the works of the Company or consequent upon the application for and the passing of the said Act and also the official charges for this agreement and the said conveyance shall be paid by the Company.

17. The said Commissioner or Commissioners may continue to exercise their leasing powers over the lands herein referred to until the same shall have been actually taken and paid for by the Company for any term or interest not exceeding from the creation thereof a tenancy from year to year or such greater term or interest as shall be subsisting in the same land at the time of the passing of the said Act.

18. The Company shall have no power to take any of the land in which Her Majesty is interested as aforesaid after the expiration of the period prescribed in the said Act for the completion of the said railways.

19. This agreement shall be subject so far as regards the engagements entered into by the said Charles Alexander Gore to the approval of the Lords Commissioners of Her Majesty's Treasury.

And the said Charles Alexander Gore doth hereby direct that this deed shall be deemed to be fully and sufficiently inrolled by the deposit of a duplicate thereof in the office of Land Revenue Records and Inrolments and the filing or making an entry of such deposit by the keeper of the said records and inrolments.

In witness whereof the said Charles Alexander Gore has hereunto set his hand and seal and the Company have caused their common seal to be hereunto affixed the day and year first above written.

CHARLES A. GORE. L.S.

Signed sealed and delivered by the within-named Charles Alexander Gore in the presence of

J. F. REDGRAVE
Office of Woods &c. London.

The Seal of the London and South-western Railway Company.

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THE SECOND SCHEDULE.

Heads of Agreement made the 3rd day of August 1880 between the Mid Hants Railway Company (incorporated as the Alton Alresford and Winchester Railway Company by the Alton Alresford and Winchester Railway Act 1861 which name was changed by the Mid Hants Railway Act 1864 to the Mid Hants Railway Company) herein-after called the Mid Hants Company of the one part and the London and South-western Railway Company herein-after called the South-western Company of the other part.

1. The subsisting working agreement of the 15th August 1878 shall be considered as cancelled as of and from the 31st day of December 1879 without prejudice nevertheless to the rights and liabilities of the respective companies under that agreement previous to and inclusive of that day.

1A. The Mid Hants Company shall grant to the South-western Company and the South-western Company shall accept a lease of the entire undertaking of the Mid Hants Company (herein-after called the undertaking) and which expression means throughout these articles all the railways buildings works lands (including any surplus lands) and property of the Mid Hants Company for the term of 999 years as from and inclusive of the 1st day of January 1880 at the fixed rental of £9,200 per annum payable half-yearly on the 1st day of January and 1st day of July in every year without any deduction except for income or property tax and also except in respect of any payment which the South-western Company may be legally called upon to make by way of rent charged upon or issuing out of the undertaking.

2. The South-western Company shall pay the said rent and at the expense in all things of the South-western Company maintain and work the undertaking and keep the same together with any new additions thereto which shall be erected built and made in good sufficient substantial repair and condition during the continuance of the term.

3. The South-western Company shall observe all Acts in force in respect of the undertaking (but not including therein the extension railways authorised by the Mid Hants Act 1864 to be constructed by the Mid Hants Company and not constructed by them) and indemnify the Mid Hants Company against penalties for any Act or default of the South-western Company.

4. The South-western Company shall pay all the apportioned tithe rent-charge and all taxes rates and other charges and outgoings except property or income tax and also except any payments which the South-western Company may be legally called on to make by way of rent charged upon or issuing out of the undertaking and all the expenses of working and maintaining the undertaking and the junctions with the South-western Company and give up the undertaking on the determination of the lease in good working order and condition.

5. The South-western Company shall have all the rights and powers of the Mid Hants Company as if the undertaking were part of the South-western

system and the Mid Hants Company will make to the satisfaction of the South-western Company at the expense of that Company all arrangements necessary to enable them to work and use the undertaking and have quiet enjoyment of the same.

6. The Mid Hants Company shall have power of re-entry for non-payment of rent for three months after the date fixed for such payments after notice in writing demanding such payment.

7. The Mid Hants Company when called upon by the South-western Company shall give such further assurances by way of lease or agreement for carrying the foregoing articles into effect the same to be prepared and executed at the expense of the South-western Company as may be reasonably required.

8. The Mid Hants Company may at any time after there shall be statutory provision authorising them to perform on their part the obligations and provisions of these articles by three months notice in writing require the South-western Company to purchase and take an absolute transfer as of the 30th day of June or the 31st day of December next following the expiry of the notice (herein-after called the sale day) of the undertaking on the following terms and should the Mid Hants Company not have given such notice at the expiration of two years from the date of these heads the South-western Company may by three months notice in writing require the Mid Hants Company to sell convey and absolutely transfer as of the 30th day of June or the 31st day of December next following the expiry of the South-western Company's notice (herein-after called the purchase day) the undertaking to the South-western Company on the same terms (that is to say):—

(A) Within one month after the giving or receipt of the said notice (as the case may be) the Mid Hants Company shall at their own expense deliver to the South-western Company a full and accurate plan of the undertaking and produce deeds showing conveyances to the Mid Hants Company in fee simple of all the lands comprised in the undertaking free from land tax and all rents and other incidents to the tenure and incumbrances save as herein-after in this sub-article provided and the South-western Company shall accept such deeds as sufficient evidence of the conveyance of those lands to the Mid Hants Company in fee simple and within the same period the Mid Hants Company shall furnish sufficient evidence to the South-western Company that on the sale day or as the case may be the purchase day there are no debts whatsoever of the Mid Hants Company which after payment and application of the South-western Company's purchase-money and stock will or may attach upon the South-western Company or upon the undertaking after its transfer to them except such rent or annual charges as are next herein-after provided for: Provided that if the Mid Hants Company shall not in fact redeem all the rentcharges or other annual payments granted by them and charged upon and issuing out of the undertaking and shall call upon the South-western Company to do so the South-western Company shall accept a transfer of the undertaking subject to such rentcharges or annual payments and shall retain out of the purchase-moneys herein-after agreed to be paid a sum equal to twenty-five years purchase of the annual rent or other charge so unredeemed.

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(B) The Mid Hants Company shall on the sale day or (as the case may be) on the purchase day absolutely transfer the undertaking to the South-western Company free from all claims by the holders of all shares debenture or other stocks debentures and incumbrances whatsoever in and affecting the undertaking and deliver up all plans title deeds books and documents relating to the Mid Hants undertaking and will at the expense of the South-western Company if the same shall be required by the South-western Company apply at any time hereafter to Parliament for an Act to authorise such absolute transfer and vesting the undertaking (free as aforesaid) to and in the South-western Company and for authorising the application and distribution as herein-after mentioned of the purchase or consideration money and stock to or amongst the parties entitled thereto and so as to relieve the South-western Company from all responsibility in respect thereof and from all liability to see to the application or distribution thereof or in the option of the South-western Company that Company may at any time hereafter make such application to Parliament and the Mid Hants Company shall support the same and do all acts reasonably required of them for that purpose. The application to Parliament whether so made by the Mid Hants Company or the South-western Company shall be at the expense of the South-western Company except in respect of any extra expense incident to the provisions in the Act for authorising the application and distribution of the purchase or consideration money and stock to or amongst the parties entitled thereto all which last-mentioned expense including the procuring any necessary consents by those parties or any of them shall be borne by the Mid Hants Company.

(C) In consideration of the above and on the absolute transfer of the undertaking free except as aforesaid to the South-western Company that Company shall on the sale or (as the case may be) the purchase day pay to the Mid Hants Company in cash the sum of £130,000 less such sum as may be retained by them as the capitalised value of the annual rent or other charges remaining unredeemed by the Mid Hants Company as herein-before provided and the sum of £100,000 in such 4 per cent. preference stock of the South-western Company as that Company having regard to previous preference stocks may be authorised to create and issue and thereupon the intended lease and the payment of rent under it shall as of the sale or (as the case may be) the purchase day cease and determine without prejudice nevertheless to the rights and liabilities of the respective companies.

(D) The Mid Hants Company as soon as conveniently may be after the completion of the transfer to the South-western Company of the undertaking free except as aforesaid shall apply and distribute the said £100,000 preference stock in exchanging the same at par for and cancelling the A debenture stock of the Mid Hants Company or in paying off at par and cancelling the A debenture stock of their Company or in the option of the South-western Company that Company may apply the said £100,000 preference stock in exchanging the same at par for and cancelling the A debenture stock of the Mid Hants Company and the Mid Hants Company shall proceed out of the residue of their assets to pay off and discharge and

cancel the B debenture stock and the preference and ordinary stock or shares of the Mid Hants Company and to discharge their liabilities and wind up their affairs and except so far as the South-western Company may in their option act under the provisions of this article the same shall be carried into effect without liability or expense on the part of the South-western Company.

9. All differences between the parties hereto and all questions as to the carrying into effect the provisions of this agreement shall be referred to an arbitrator to be mutually agreed upon from time to time by the Mid Hants Company and the South-western Company whose decision shall be final or failing such mutual agreement to choose an arbitrator to the railway commissioners.

In witness whereof the Mid Hants Company and the South-western Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The Seal of the London and South-western Railway Company.

The Seal of the Mid Hants Railway Company.

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