CHAPTER ccxi.

An Act for authorising the London and South-western Railway Company to make new railways and other works and to purchase additional lands, and for conferring other powers upon them in relation to their own and other undertakings; for the widening of the Somerset and Dorset Railway; for empowering the Company and the London Brighton and South Coast Railway Company to acquire additional lands; for the sale or lease of part of the Plymouth and Dartmoor Railway to the Company; for authorising agreements between the Company and other corporations bodies and companies; and for other purposes. [10th August 1882.] A.D. 1882.

WHEREAS by the South-western Railway Act 1881 (in this Act called "the Act of 1881") the London and South-western Railway Company (in this Act called "the Company") were authorised to construct amongst other works certain railways therein described as the "new lines in Surrey" and comprising part of the Railways No. 3 shown on the plans called in the said Act "the South-western deposited plans" and part of the Railway No. 13 shown on certain other plans called in the said Act and referred to in this Act as "the Guildford deposited plans" and the Railways No. 2 No. 3 No. 4 No. 6 and No. 12 also shown on the last-mentioned plans (which authorised railways are in this Act referred to collectively as "the Surbiton and Guildford Railways"): 44 & 45 Vict. c. ccix.

And whereas the construction of the new railways and deviation railway in this Act described in connexion with the Surbiton and Guildford Railways would be of local and public advantage and it is expedient that the Company be authorised to construct the same and to relinquish the construction of the Railways No. 2 and No. 3 authorised by the Act of 1881 and shown on the Guildford deposited plans and of so much of the Railway No. 4 authorised by that Act

A.D. 1882.

and shown on those plans as will be rendered unnecessary by the construction of the said deviation railway:

44 & 45 Vict. c. ccxii.

And whereas by the Kingston and London Railway Act 1881 (in this Act called "the Kingston and London Act") the Kingston and London Railway Company (in this Act called "the Kingston Company") were incorporated and were authorised to make a railway (in this Act called "the Kingston and London Railway") from the Company's main line of railway near Surbiton Station to the Fulham Extension of the Metropolitan District Railway:

And whereas by the Kingston and London Act the Company were empowered to run over and use upon terms to be agreed or determined by arbitration the Kingston and London Railway and by an agreement scheduled to and confirmed by the said Act the Company were empowered from and after the opening of the Kingston and London Railway and the Surbiton and Guildford Railways to run over and use the Metropolitan District Railway Company's lines between Fulham and certain of that company's stations including their station at South Kensington upon terms to be agreed upon between the Company and the Metropolitan District Railway Company:

And whereas the construction by the Company of a station between the said South Kensington Station and the Fulham Road with the necessary railway works and approaches would be of local and public advantage and it is expedient that for that purpose the Company be authorised to make and execute the railway street and other works and acquire the lands herein-after in that behalf described:

And whereas it is expedient that the Company be authorised to construct the railways herein-after in that behalf described for connecting or improving the communication of their main and other lines of railway with the Kingston and London Railway:

And whereas it is expedient that the Company be authorised to make and execute the following works herein-after respectively described (that is to say):—

(A) The widening of their London and Southampton Railway (in this Act referred to as their "main line") and the laying down of additional rails thereon in the parish of Saint Mary Battersea Surrey;

(B) The widening of their Richmond line and the laying down of additional rails thereon between a point on the western side of Barnes Station and the Clapham Junction west signal box; and

(C) A deviation of their Wimbledon and Epsom Railway at or near Raynes Park Station:

And whereas the construction of the railway in this Act described from the Company's Andover and Redbridge Railway to their Basingstoke and Salisbury Railway would be of local and public advantage and it is expedient that the Company be authorised to construct the same accordingly and to deviate the parts in this Act described in that behalf of their Andover and Redbridge Railway and of their Southampton and Dorchester Railway:

And whereas it is expedient that the Company be authorised to make the new road herein-after described in the parish of Ringwood and county of Southampton:

And whereas it is expedient that the Company be authorised as herein-after provided to stop up and discontinue for public traffic parts of public roads at Ringwood and Brockenhurst and of a footpath in the parish of Andover and to construct a new footpath in lieu of the portion of the footpath to be so stopped up and to divert other footpaths as herein-after provided:

And whereas it is expedient that for the purpose of widening enlarging and extending their railways and for stations and siding accommodation and other the purposes of their undertaking the Company be authorised to acquire additional lands in the several parishes herein-after in that behalf mentioned:

And whereas it is expedient that the Company and the Midland Railway Company be empowered to widen and lay additional rails upon part of the Somerset and Dorset Railway vested in them jointly by way of lease and to purchase additional lands in the parishes of Templecombe and Horsington:

And whereas it is expedient that the company and any Company or persons for the time being using their railways or any part thereof be empowered to run over and use the lines of railway at Southampton herein-after more particularly defined:

And whereas it is expedient that the Company and the London Brighton and South Coast Railway Company (in this Act called "the Brighton Company") be empowered to acquire additional lands for improving their Epsom and Leatherhead Railway:

And whereas the Plymouth and Dartmoor Railway Company (in this Act called "the Plymouth Company") were originally incorporated by an Act of the fifty-ninth year of the reign of King George III. chapter 115 and divers Acts were subsequently passed relating to the Company and by the Plymouth and Dartmoor Railway Act 1865 all the said Acts were repealed and the Plymouth Company were incorporated with a capital of 75,000*l.* in ordinary shares and 75,000*l.* in preferential shares and power to borrow 25,000*l.*: 28 & 29 Vict. c. cxxxi.

And whereas by the Plymouth and Dartmoor Railway (Plymouth 38 & 39 Vict. c. cliv.

A.D. 1882.

Extensions) Act 1875 (in this Act referred to as "the Plymouth Act 1875") the Plymouth Company were authorised to make new railways and to raise the further sum of 25,000*l.* by "Plymouth Extension shares" and to borrow on the security of the Plymouth Extensions 8,300*l.* and by the same Act (section 40) working and other agreements between the Plymouth Company and the Company were authorised and (section 41) the Company were authorised to run over and use certain of the railways and parts of the railways of the Plymouth Company on arbitration terms and under certain articles of agreement dated the 11th day of February 1879 a copy whereof is set forth in the schedule to this Act the Company are working certain of the railways of the Plymouth Company authorised by the Plymouth Act 1875 and part of the original line of the Plymouth Company as diverted and altered (which railways and portion of railway are described in Schedule A. to the said articles of agreement and are herein-after referred to as and included in the expression "the Plymouth Extensions") and by the same articles an option is reserved to the Company to lease or purchase the Plymouth Extensions therein called the scheduled railways upon and subject to certain terms and conditions therein expressed:

And whereas it is expedient that the said articles of agreement (herein-after referred to as "the scheduled agreement") be confirmed and that in accordance therewith the Plymouth Company be authorised to lease or sell the Plymouth Extensions to the Company and that the Company be authorised to accept a lease or transfer thereof accordingly:

And whereas it is expedient that the Company on the one hand and the Metropolitan District Railway Company (herein-after referred to as "the District Company") on the other hand be empowered to enter into and carry into effect agreements with respect to the use and occupation and enjoyment of certain parts of their respective railways stations and works and other the purposes herein-after in that behalf mentioned and to apply their respective corporate funds and revenues for those purposes:

And whereas it is expedient that the Company and the Midland Company and the Brighton Company be respectively authorised to apply their corporate funds and revenues and that the Company and the Midland Company be authorised to raise further money for the purposes of this Act relating to them respectively:

39 & 40 Vict. c. ccxiii.

And whereas by section 38 of the South-western Railway (Various Powers) Act 1876 it is provided that the qualification of a director of the Company shall be or include (amongst other things) his having held the qualifying amount of stock mentioned in the said section for at least twelve months next before the time of his election and it is expedient that that provision be repealed:

A.D. 1882.

And whereas plans and sections of the railways and works authorised by this Act the plans showing also the lands required for the purposes of the said railways and works and plans of the other or additional lands which may be compulsorily taken under the powers of this Act 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 respectively were duly deposited with the respective clerks of the peace for the counties of Surrey Southampton Dorset Somerset and Middlesex and for the town and county of the town of Southampton and are herein-after referred to as the deposited plans sections and books of reference:

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 (that is to say):—

Short title.

1. This Act may be cited as the South-western Railway Act 1882.

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 the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) Part III. (relating to working agreements) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873 are (except where expressly varied by this Act) incorporated with and form part of this Act.

8 & 9 Vict. c. 18. 23 & 24 Vict. c. 106. 32 & 33 Vict. c. 18. 8 & 9 Vict. c. 20. 26 & 27 Vict. c. 92. 36 & 37 Vict. c. 48.

A.D. 1882.

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 the expression "the metropolis" means the metropolis as defined by the Metropolis Management Act 1855 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.

18 & 19 Vict. c. 120.

Interpretation of "parish clerks."

4. The expressions "parish clerk" 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 acting under the Metropolis Management Act 1855 respectively.

Power to make railways and works.

5. Subject to the provisions of this Act the Company may make and maintain the railways and works described in Paragraphs I. to VI. of this section in the lines and in accordance with the levels shown on the deposited plans and sections relating thereto 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 said plans and described in the deposited books of reference as may be required for the purpose. The railways and works herein-before referred to and authorised by this Act are:—

(I.)—Railways and Works in connexion with the authorised Surbiton and Guildford Railways.

(A) A Railway (No. 1) 4 miles and 1·80 chains or thereabouts in length commencing in the parish of East Horsley in the county of Surrey by a junction with the railway authorised by the Act of 1881 being the Railway No. 4 shown on the Guildford deposited plans and terminating in the parish of Leatherhead by a junction with the Company's railway at Leatherhead;

(B) A Railway or junction curve (No. 2) 2 furlongs and 1·75 chains or thereabouts in length wholly in the parishes of East Horsley and Effingham and county of Surrey commencing by a junction with the said Railway No. 4 authorised by the Act of 1881 and terminating by a junction with the Railway No. 1 herein-before described and by this Act authorised;

(C) A deviation railway 1 mile 2 furlongs and 7·40 chains or thereabouts in length wholly in the parishes of Saint Nicholas Guildford and Stoke otherwise Stoke-next-Guildford in the county of Surrey commencing by a junction with the Company's Woking and Guildford Branch Railway and terminating in the parish of Stoke otherwise Stoke-next-Guildford by a junction with the said Railway No. 4 authorised by the Act of 1881;

(II.)—Works and Station at South Kensington.

(A) A Railway (No. 3) 1 furlong and 1·03 chains or thereabouts in length commencing in the parish of Saint Mary Abbott Kensington in the county of Middlesex by a junction with the lines of the District Company near South Kensington Station and terminating in the parish of Saint Luke Chelsea in the same county on or near the south-east side of Fulham Road at or near the junction therewith of College Street;

(B) A new street wholly in the parish of Saint Mary Abbott Kensington aforesaid in extension of Pelham Place in a direct line south-eastward to the north-west side of and there forming a junction with Fulham Road and a widening of Pelham Place and which new street and Pelham Place when so widened shall be respectively of the width of 50 feet throughout;

(III.)—Junctions with Kingston and London Railway.

(A) A railway ("the Putney Junction") 6 furlongs and 7·20 chains or thereabouts in length wholly in the parish of Wandsworth and county of Surrey commencing by a junction with the Kingston and London Railway and terminating by a junction with the Richmond Railway of the Company;

(B) A railway ("the Norbiton Junction No. 1") 3 furlongs and 7·70 chains or thereabouts in length commencing by a junction with the Kingston Further Extension Railway of the Company authorised by the South-western Railway (Kingston Further 28 & 29 Vict. c. cii.

A.D. 1882.

Extension) Act 1865 and terminating by a junction with the Kingston and London Railway;

(c) A railway ("the Norbiton Junction No. 2") 3 furlongs or thereabouts in length commencing by a junction with the said Kingston Further Extension Railway and terminating by a junction with the Kingston and London Railway;

(d) A railway ("the Surbiton Northern Junction") 4 furlongs or thereabouts in length commencing by a junction with the Company's main line and terminating by a junction with the Kingston and London Railway;

(e) A railway ("the Surbiton Southern Junction") 3 furlongs and 5·1 chains or thereabouts in length commencing by a junction with the Company's main line and terminating by a junction with the Kingston and London Railway;

The Norbiton Junction No. 1 the Norbiton Junction No. 2 the Surbiton Northern Junction and the Surbiton Southern Junction herein-before respectively described under the paragraphs distinguished as (b) (c) (d) and (e) will be respectively wholly made in the parish of Kingston-on-Thames in the county of Surrey.

(IV.)—Widenings and Deviations of the Company's existing Lines.

(a) The widening of the Company's main line and the laying down of an additional line or additional lines of rails thereon between a point 7 furlongs 6 chains from the authorised commencement of the western line of the widening in the parish of Saint Mary Battersea authorised by the Act of 1881 and the Company's sidings opposite and on the north-west side of the booking-office on their up-main line platform at Clapham Junction Station;

(b) The widening of the Company's Richmond line and the laying down of an additional line or additional lines of rails thereon: Provided that the Company shall not lay any additional rails across Dyer's Lane on the level except with the previous consent in writing of the Metropolitan Board of Works and of the Wandsworth District Board of Works or until the Company have constructed to the reasonable satisfaction of such boards a bridge for the purpose of carrying the said Dyer's Lane under or over the railway;

(c) A deviation 5 furlongs and 6 chains or thereabouts in length of the up-line of the Company's Wimbledon and Epsom Railway at or near Raynes Park Station;

(V.)—New Railways Deviations &c. in Hants. A.D. 1882.

(A) New railway from the Andover and Redbridge Railway to the Basingstoke and Salisbury Railway;

A railway "The Northern and Southern Junction Railway" 7 miles 1 furlong and 6·15 chains or thereabouts in length commencing in the parish of Wherwell in the county of Southampton by a junction with the Company's Andover and Redbridge Railway and terminating in the parish of Saint Mary Bourne in the same county by a junction with the Basingstoke and Salisbury Railway of the Company;

(B) Deviations of the Andover and Redbridge Railway;

A deviation (No. 1) 1 furlong and $7\frac{1}{2}$ chains or thereabouts in length in the parish of Goodworth Clatford in the county of Southampton;

(B 2) A deviation (No. 2) 2 furlongs and 7·60 chains or thereabouts in length in the said parish of Goodworth Clatford;

(B 3) A deviation (No. 3) 3 furlongs and 6·65 chains or thereabouts in length in the parish of Wherwell and county of Southampton;

(B 4) A deviation (No. 4) 2 furlongs and 9·4 chains or thereabouts in length in the said parish of Wherwell;

(B 5) A deviation (No. 5) 2 furlongs and $2\frac{1}{2}$ chains or thereabouts in length in the parishes of Wherwell Chilbolton and Leckford in the county of Southampton or one of them;

(C) A deviation 7 furlongs and 1·4 chains or thereabouts in length of the Company's Southampton and Dorchester Railway in the parishes of Saint Martin Wareham and Hamworthy and the bed and shores of Rock Lea River and Lytchett Bay in the county of Dorset;

(VI.)—New Road at Ringwood.

A public carriage road in the parish of Ringwood and county of Southampton commencing by a junction with Christchurch Street at a point about 17 yards measured in a southerly direction from the south side of the level crossing by which that road is carried over the Southampton and Dorchester Railway and terminating by a junction with the public road leading from the southern side of Ringwood Station to the town of Ringwood.

And the Company may also divert the public footpaths and make the new footpath herein-after mentioned and may enter upon and use such of the lands shown on the deposited plans relating thereto

A.D. 1882.

and described in the deposited books of reference as may be required for the purpose.

(VII.)—Diversion &c. of Roads and Footpaths.

(A) The diversion in the parish of Staines and county of Middlesex of the public footpath now passing under the Company's railway between Staines Station and High Street Staines between the point at which the said footpath crosses the south-west boundary of the said line and the point where the said footpath joins the public road leading from Staines to Laleham known as Thames Street;

(B) The diversion in the parish of Twickenham and county of Middlesex of so much of the footpath as now crosses the Company's railway on the level between Lion Road and Marsh Farm Road about 13 chains west of the Twickenham Junction signal box and the making within the same parish of a new footpath about 50 yards further south measured along the Company's railway;

(C) A new footpath running parallel to and at a distance of 20 yards or thereabouts from the centre of the Andover and Redbridge Railway between a point about $3\frac{1}{2}$ chains measured in an easterly direction along the said line from the post indicating 1 mile from Andover Junction and a point about 25 chains measured in a westerly direction along the said line from the same post.

Norbiton Junction No. 2 to be made according to a signed plan.

6. Notwithstanding anything in this Act or shown on the deposited plans the Company shall not construct the Norbiton Junction No. 2 in accordance with the said deposited plans but in accordance with the plan signed by the Honorable Edward Frederic Leveson Gower the Chairman of the Committee of the House of Commons to whom the Bill for this Act was in its passage through that House referred and copies of which plan have been deposited in the Private Bill Office of the House of Commons and in the Office of the Clerk of the Parliaments.

Provision as to certain lands referenced by the Company and the Didcot Newbury and Southampton Junction Railway Company. 45 & 46 Vict. c. cxcvii.

7. If the Company acquire any part of the lands in the parish of Whitchurch which the Didcot Newbury and Southampton Junction Railway Company are also authorised to acquire for the purposes of the Railways No. 1 and No. 4 authorised by the Didcot Newbury and Southampton Junction Railway Act 1882 the works of the said Railways No. 1 and No. 4 where they pass through or over the said lands shall be constructed according to plans drawings and specifications to be agreed upon between the principal engineers of the said companies respectively or in the event of difference by an

engineer to be appointed on the application of either company by the President of the Institution of Civil Engineers for the time being and the powers for the purchase of land by the Company shall be exercised subject to the provisions in this section contained.

Power to stop up streets.

8. The Company may stop up and discontinue for public traffic the following roads and footpaths or portions of roads and footpaths (that is to say):—

In connexion with the new railways and works at South Kensington—

(A) So much of the Pelham Crescent as lies to the northward of Pelham Place and so much of Pelham Street as lies between Fulham Road and the junction of Pelham Street with Pelham Place;

For other purposes of the Company—

(D) So much of the site of the public carriage road leading from the southern side of Ringwood Station to the town of Ringwood as now crosses the railway of the Company on the level;

(E) So much of the public carriage road as crosses over the Company's Southampton and Dorchester Railway at the second level crossing to the eastward of their Brockenhurst Station;

(F) So much of the footpath in the parish of Andover in the county of Southampton as lies on the south side of the Andover and Redbridge Railway as will be rendered unnecessary by the construction of the intended new footpath (C) herein-before described.

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

9. The sites and soil of so much as under the powers of this Act the Company shall 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.

10. 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

A.D. 1882.

and for that purpose any and every right so extinguished or interfered with shall be deemed to be an interest in land.

Power to divert and stop up certain roads.

11. The Company may divert all roads shown upon the deposited plans (so far as those plans relate to works by this Act authorised) as intended to be diverted and when and as in each case the diversion is made and open for use the Company may stop up so much of the existing road as will be rendered unnecessary by such diversion and all rights over such portion of the existing road shall be extinguished.

New street to be vested in road authority.

12. When any new street or street diversion or footpath is completed it shall be deemed to be a public highway and shall be vested in and shall be under the control and management of the authority in whom the control or management of streets or highways within the district in which such street diversion of street or footpath is situate is or may be from time to time vested.

Widening of Somerset and Dorset Railway.

13. The Company and the Midland Company or either of them may in the lines and according to the levels shown on the deposited plans and sections so far as the same are shown thereon widen and lay down an additional line or lines of rails upon the Somerset and Dorset Railway commencing at a point on that railway about nineteen chains nine yards measured in a southerly direction along that railway from the centre of the public road which crosses over the Somerset and Dorset joint line near Horsington in the parish of Horsington in the county of Somerset and which road leads from Horsington to Wincanton and terminating at Wyke Champflower in the parish of Bruton in the county of Somerset at a point about five chains seventeen yards measured in a northerly direction along that railway from the centre of a public road which crosses that railway on the level at Wyke Champflower aforesaid and which road leads from Castle Cary to Bruton and may for that purpose and for other purposes connected with the Somerset and Dorset Railway enter upon take and use all or any of the lands in the parishes of Templecombe and Horsington in the county of Somerset abutting on the east side of the Somerset and Dorset Railway shown on the deposited plans and described in the deposited books of reference.

For protection of the Great Western Railway Company.

14. For the protection of the Great Western Railway Company (herein-after called "the Great Western Company") the following provisions shall have effect:—

(1) The Company and the Midland Company or either of them shall not enter upon or interfere with the railway of the Great Western Company or any of the lands or works of that company or execute any works under over or affecting the same

until the Company and the Midland Company or either of them shall have delivered to the Great Western Company plans drawings and specifications of such intended works and those plans drawings and specifications shall have been reasonably approved in writing by the engineer for the time being of the said company or in the event of his failure for one calendar month after the delivery of the plans drawings and specifications to approve the same until the same shall have been approved by an engineer to be appointed on the application of the Company and the Midland Company or either of them by the Board of Trade and all the intended works shall be executed by the Company and the Midland Company or either of them at their sole expense in all things according to such approved plans drawings and specifications and to the reasonable satisfaction of the engineer for the time being of the Great Western Company;

(2) In constructing the said additional line or lines by this Act authorised where the same crosses over the railway of Great Western Company the Company and the Midland Company or either of them shall not deviate from the centre line shown on the deposited plans without the previous consent in writing of the Great Western Company under their common seal;

(3) The bridge for carrying the said additional line or lines of rails over the railway of the Great Western Company shall be carried over the same with an opening or openings not less than the openings of the existing bridge over the said railway of the Great Western Company at that place;

(4) The Company and the Midland Company or either of them shall bear and on demand pay to the Great Western Company the expense of the employment by them during the construction of the works for the said additional line or lines of rails and the laying of the same over and adjacent to the railway of the Great Western Company of such inspectors or watchmen as may be necessary to be appointed by them for watching their railway and works with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of any person or persons in the employ of the Company and the Midland Company or either of them with reference thereto or otherwise;

(5) In constructing the said works for the said additional line or lines of rails by this Act authorised the Company and the Midland Company or either of them as the case may be shall not

A.D. 1882.

in any way obstruct or interfere with the traffic passing along the railway of the Great Western Company and if by reason of any works or proceedings of the Company and the Midland Company or either of them as the case may be there shall be any obstruction or interference with the said railways so as to impede or prevent the convenient passage of engines and carriages along the same the Company and the Midland Company or either of them as the case may be shall pay to the Great Western Company the sum of ten pounds per hour by way of ascertained damages for every hour during which that obstruction or interference shall continue;

(6) Notwithstanding anything in this Act contained the Company and the Midland Company or either of them as the case may be shall from time to time be responsible for and make good to the Great Western Company all losses costs damages and expenses which may be occasioned to them or to any of their works or property or to the traffic on their railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the intended works or any act or omission of the Company and the Midland Company or either of them as the case may be or of any person or persons in their employ or of their contractors or otherwise and the Company and the Midland Company or either of them as the case may be shall effectually indemnify and hold harmless the Great Western Company from all claims and demands upon or against them by reason of such execution or failure and of any such act or omission;

(7) The Company and the Midland Company or either of them shall at their sole expense at all times maintain the bridge and other works by which the said additional line or lines of rails shall be carried over the railway of the Great Western Company in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer for the time being of the Great Western Company and if and whenever the Company and the Midland Company or either of them fail so to do the Great Western Company may make and do in and upon as well the lands of the Company and the Midland Company or either of them as their own lands all such works and things as the Great Western Company shall think requisite in that behalf and the sum from time to time certified by the engineer of the Great Western Company to be the amount of the expenditure in that behalf shall be repaid to them by the Company and the Midland Company or either of them and in default of full repayment the amount due may be recovered with

full costs by the Great Western Company from the Company in any court of competent jurisdiction;

(8) Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company or the Midland Company or either of them to take or enter upon or use either temporarily or permanently any of the lands belonging to the Great Western Company or to alter vary or interfere with the railway of that company or any of the works of that railway further or otherwise than is necessary for the construction of the said additional line or lines of rails without the consent in writing in every instance for that purpose first had and obtained of the Great Western Company under their common seal and with respect to any lands of the Great Western Company which the Company and the Midland Company or either of them are by this Act from time to time authorised to use enter upon or interfere with the Company and the Midland Company or either of them may purchase and take and the Great Western Company shall sell and grant accordingly an easement or right of using the same in perpetuity for the purpose for which but for this enactment the Company and the Midland Company or either of them might purchase and take the same and the Company and the Midland Company or either of them shall pay to the Great Western Company by way of purchase and compensation for the rights and easement to be acquired under the provisions of this Act such an amount as may be agreed upon or in the event of difference as may be determined by arbitration under the provisions of the Lands Clauses Consolidation Act 1845 relating to the purchase of lands otherwise than by agreement.

Notice to be given of taking houses of labouring classes.

15. 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

16. 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

A.D. 1882.

labouring classes.

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: Provided also that no such dwelling-houses or buildings shall be erected on any land belonging to or acquired from the trustees of the will of Henry Smith deceased in the parish of Saint Mary Abbott Kensington.

Easements &c. may be granted by incapacitated persons.

17. 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 or as the case may be to the Company and the Midland Company or the Company and the Brighton 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.

Power to cross certain roads on the level.

18. 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 or as the case may be the Company and the Midland 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 work shall consist of a single line and afterwards with a double line only across and on the level of the roads next herein-after mentioned (that is to say):—

Work.	No. of Road on Plans.	Parish.	Description of Road.
Widening of Somerset and Dorset Railway.	2 and 5	Horsington -	Public.
Widening of Somerset and Dorset Railway.	14	Horsington -	Public.

Inclination of roads.

19. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any inclina-

tions not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :—

Work.	No. of Road on Plans.	Parish.	Description of Road.	Intended Inclination.
New railways and works in connexion with the authorised Surbiton and Guildford Railway (Railway No. 1).	8	Fetcham -	Public - -	1 in 18
Northern and Southern Junction Railway.	110	Wherwell -	Public - -	1 in 12
Northern and Southern Junction Railway.	5	Longparish -	Public - -	1 in 23
Northern and Southern Junction Railway.	7	Longparish -	Public - -	1 in 25

Height and span of bridges.

20. The Company or as the case may be the Company and the Midland 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.	No. of Road on Plans.	Parish.	Description of Road.	Height.	Span.
				ft. in.	ft. in.
New railways and works in connexion with the authorised Surbiton and Guildford Railway (Railway No. 1).	1	Effingham -	Public -	15 0	20 0
New railways and works in connexion with the authorised Surbiton and Guildford Railway (Railway No. 2).	1	Effingham -	Public -	15 0	20 0
New railways and works in connexion with the authorised Surbiton and Guildford Railway (Railway No. 1).	34	Fetcham -	Public -	15 0	25 0
New railways and works in connexion with the authorised Surbiton and Guildford Railway (Deviation Railway at Guildford).	11	Stoke -	Public -	15 0	45 0
Deviation Railway at Guildford -	14	Stoke -	Public -	15 0	27 0
Northern and Southern Junction Railway.	110	Wherwell -	Public -	12 0	15 0
Deviation at Raynes Park - -	10	Merton -	Public -	12 0	12 0
Deviation at Raynes Park - -	5	Merton -	Public -	13 8	18 0
Widening of Somerset and Dorset Railway.	8	Wincanton -	Public -	14 10	29 6
Widening of Somerset and Dorset Railway.	10	Wincanton -	Public -	13 0	12 0
Widening of Somerset and Dorset Railway.	15	Wincanton -	Public -	14 3	30 0

Work.	No. of Road on Plans.	Parish.	Description of Road.	Height.	Span.
				ft. in.	ft. in.
Widening of Somerset and Dorset Railway.	16	Wincanton -	Public -	13 9	25 0
Widening of Somerset and Dorset Railway.	2	Pitcombe -	Public -	15 4	30 0
Widening of Somerset and Dorset Railway.	15	Pitcombe -	Public -	14 0	30 0
Widening of Somerset and Dorset Railway.	24	Pitcombe -	Public -	12 5	15 0
Widening of Somerset and Dorset Railway.	11	Bruton -	Public -	15 0	20 0

Widths of certain roadways.

21. The Company or as the case may be the Company and the Midland Company may make the roadways over the bridges by which the following roads will be carried over the railway of such widths between the fences thereof as they think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say) :—

Work.	No. of Road on Plans.	Parish.	Description of Roadway.	Width between Parapets.
				ft. in.
Northern and Southern Junction Railway.	24	Longparish -	Public -	20 0
Northern and Southern Junction Railway.	36	Longparish -	Public -	20 0
Clapham Junction to Barnes widening of line.	4	Barnes - -	Public -	32 0
Clapham Junction to Barnes widening of line.	7	Barnes - -	Public -	25 0
Andover and Redbridge Deviation No. 5.	3	Leckford - -	Public -	20 0
Widening of Somerset and Dorset Railway.	10	Horsington -		19 8
Widening of Somerset and Dorset Railway.	6	North Cheriton -		19 7
Widening of Somerset and Dorset Railway.	4	Charlton Musgrave		19 10
Widening of Somerset and Dorset Railway.	9	Shepton Montague		20 0
Widening of Somerset and Dorset Railway.	14	Pitcombe - -		20 0

As to bridge over the River Wey navigation.

22. The bridge by which the deviation railway in the parish of Saint Nicholas Guildford and Stoke otherwise Stoke-next-Guildford 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 and the surveyor of the borough of Guildford 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 expense of such reference and determination shall be paid by the Company.

For protection of sewers in the metropolis.

23. Where any of the intended works to be done under or by virtue of this Act by the Company 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 and 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

A.D. 1882.

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 and Wandsworth District Boards of Works.

24. 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.

25. 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 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.

For protection of Wimbledon Local Board.

26. (1.) In the event of the Company executing any work (herein-after called a railway work) on any land to be acquired under the powers of this Act and in upon or under which land there shall be any main pipe sewer drain or culvert belonging to the Wimbledon Local Board (in this section called the board) the Company shall at their own costs and expense in all things do all such acts works and things as may be necessary (herein-after called protective works) for the due protection of the works of the board or

which may be laid in upon or under any land of the Company and under the supervision and to the reasonable satisfaction of the board.

(2.) Before executing any protective works or railway works on the land to be acquired as aforesaid the Company shall give to the board fourteen days notice of their intention to commence the same and shall deposit at the office of the board a plan of the protective works and railway work proposed to be constructed and if at the expiration of fourteen days from the deposit of such plan the board have not made any objection in writing to the Company the board shall be deemed to have approved the plan and the Company shall be at liberty to commence the protective works and the railway work and the Company shall be bound to maintain the protective works and shall save and hold harmless the board against all damage and injury caused to such protective works by any railway work which the Company may at any time execute.

(3.) The protective works shall be and remain the property of the board but the Company shall have power from time to time to alter or strengthen those works if in the execution of any railway work from time to time necessary it should be found requisite to do so.

(4.) In case of any difference arising between the board and the Company as to any of the matters herein-before referred to the same shall be referred on the application of either party to an engineer to be appointed by the President of the Institution of Civil Engineers for the time being whose decision shall be final and the fees and expenses of such engineer shall be paid by the Company.

For protection of the Gaslight and Coke Company.

27. For the protection of the Gaslight and Coke Company (herein-after referred to as "the gas company") the following provisions shall have effect (that is to say):—

(A) Whereas in execution of the works by this Act authorised the mains pipes syphons and other works belonging to the gas company may be intersected or otherwise interfered with and it is expedient that the gas company should have full control over the execution of all works in any way affecting the supply by them respectively of gas so as effectually to provide against the supply thereof being impeded therefore all works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such reasonably proper manner as shall be required by the engineer for the time being of the gas company and such works

A.D. 1882.

matters or other things shall not be commenced until after fourteen days previous notice thereof in writing shall have been given to the gas company: Provided always that if the gas company or the Company shall elect that the gas company shall execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company the Company or the gas company as the case may be shall give seven days notice in writing to the other company of their intention so to do by leaving the same at the head office of the other company and the expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction;

(b) And whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to the streets highways roads footpaths lanes courts passages and other places as aforesaid and such streets or other places or some of them will or may be done away with under the powers of this Act therefore when the Company for any purposes of this Act take any of those mains pipes syphons or other apparatus they shall pay to the gas company the value thereof and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered;

(c) If any interruption whatsoever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned to or sustained by any act or omission of the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue and in addition shall pay to the gas company the value of the gas so lost such sum or sums of money to be recovered by the gas company in any court of competent jurisdiction. If the Company shall find it necessary

to undermine but not otherwise alter the position of any main pipe syphon or other works belonging to the gas company they shall temporarily support the same in its position during the execution of their works and on their completion shall provide a good and suitable foundation for every main pipe syphon or other work so undermined;

(D) It shall be lawful for the gas company and their engineer workmen and others in their employment at all times when it may be necessary to enter upon the railway lands and premises of the Company for the purpose of repairing maintaining or removing or replacing such mains or pipes which may have been laid over the same railway lands and premises: Provided that the gas company shall not lay any mains or pipes in or under the lines of rails platform or other works of the Company: Provided always that in so doing the gas company shall not interrupt the traffic passing on the said railway in any manner: Provided also that the expense of all repairs or renewals of the said pipes or mains or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them shall be borne and paid by the Company and may be recovered against them by the gas company in any court of competent jurisdiction;

(E) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences or in the supply of gas by the gas company or otherwise by reason of the execution or failure of any of the intended works or of any act or omission of the Company 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;

(F) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment shall be settled at the request of either party by an engineer to be appointed by the President for the time being of the Institute of Civil Engineers.

For protection of the Southwark and Vauxhall Water Company.

28. Whereas certain mains pipes services and other works belonging to and now in use by the Southwark and Vauxhall Water Company (in this section called "the water company") for the purpose of their water supply will or may in the execution of the

A.D. 1882.

works by this Act authorised be intersected or otherwise interfered with therefore the following provisions shall have effect :—

(A) All works matters or things which the Company may be empowered or required to do or execute with reference to the mains pipes services or other works of the water company shall be done and executed by and at the expense of the Company but to the entire satisfaction of and in such manner as shall be required by the engineer for the time being of the water company. Such works matters or things shall not be commenced till after fourteen days notice thereof in writing shall have been given by the Company to the water company and if the water company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such work matter or thing require that the water company shall by their own engineer or workmen do or execute such work matter or thing the water company may on the expiration of the first-mentioned notice do or execute the same and the Company shall on the completion thereof pay to the water company the expenses incurred by them in the execution thereof ;

(B) The Company shall bear the expenses of and incident to the superintendence and watching by the water company or their engineer or officers of all or any of the works by this Act authorised during the progress and until the completion of the same and by which any main pipe service or work of the water company shall be interfered with ;

(C) If any interruption whatsoever in the supply of water by the water company shall be in any way occasioned by the Company or by the acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the water company for the use and benefit of the water company the sum of fifty pounds by way of liquidated damages for every twenty-four hours or in proportion for any less period during which such interruption shall continue such sum to be recovered by the water company in any court of competent jurisdiction ;

(D) The expense of all repairs and renewals of any main pipe or service of the water company or any works in connection therewith which may at any time hereafter be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them shall be borne and paid by the Company and may be recovered against them by the water company in any court of competent jurisdiction ;

(E) The water company and their engineer and workmen may at all times when necessary enter upon the railway and the incidental works connected therewith for the purpose of laying and maintaining and may lay and maintain any mains pipes services or other works needful or proper for carrying on their supply of water under or over the said railway and works where such mains pipes services or other works now exist and in every case in which the works of the Company shall interfere with the mains and pipes of the water company the Company shall give every facility for provision being made so as to allow such mains and pipes to be replaced by mains and pipes of a larger size: Provided always that the water company shall in the exercise of these powers do as little damage as possible and shall not interrupt or prejudicially interfere with the traffic passing on the railway or other property of the Company and that all such works shall be executed under the superintendence and to the reasonable satisfaction of the engineer of the Company;

(F) If any difference shall arise between the Company or their engineer and the water company or their engineer touching the amount of any costs expenses or charges under the provisions of this Act or any Act incorporated therewith to be paid by the Company to the water company or touching any work matter or thing with reference to the mains pipes services or other works of the water company under such provisions to be done or executed by the Company or the water company or the mode of doing or executing the same such difference shall be settled by an engineer to be agreed upon by the engineers of the Company and the water company respectively or failing agreement by such engineer as shall on the application of either the engineer of the Company or the water company be named by the President for the time being of the Institute of Civil Engineers and whose decision shall be final and binding and the expense of the reference shall be in the discretion of the referee;

(G) Except as in this Act specially provided nothing in this Act shall prejudice diminish alter or take away any of the rights privileges powers or authorities of the water company.

Protection of Chelsea Waterworks Company.

29. For the protection of the Governor and Company of Chelsea Waterworks (herein-after referred to as "the Chelsea Waterworks Company") be it enacted as follows (that is to say):—

(1) Before the Company shall enter upon interfere with or alter any of the mains pipes or works of the Chelsea Waterworks Company the Company shall submit to the Chelsea Waterworks

A.D. 1882.

Company detailed plans sections working drawings and specifications of the mode in which they propose to interfere with or alter the same and such proposed works shall not be commenced until such plans sections drawings and specifications have been approved in writing by the engineer of the Chelsea Waterworks Company: Provided always that if such approval is not given within one calendar month after such plans sections drawings and specifications have been submitted as aforesaid either party may require that such plans sections drawings and specifications shall be referred to an engineer (herein-after referred to as the "referee") to be agreed upon between the parties or in case of difference to be appointed at the expense of the Company by the President for the time being of the Institution of Civil Engineers and such engineer may either approve or disapprove of such plans sections drawings and specifications or may require any modification thereof or may determine upon other plans sections drawings and specifications in lieu thereof and the said proposed works shall be constructed in all respects in accordance with the plans sections drawings and specifications approved as aforesaid by the engineer of the Chelsea Waterworks Company or as the case may be approved or determined upon by the referee: Provided always that if the Company shall so desire the Chelsea Waterworks Company shall carry out the works or any portion thereof at the expense of the Company. The costs charges and expenses of the referee and of the Chelsea Waterworks Company in relation to the reference shall be borne and paid by the Company;

(2) The Company shall on demand reimburse and repay to the Chelsea Waterworks Company all moneys costs damages and expenses which the Chelsea Waterworks Company may from time to time pay sustain or be put to in or about repairing amending supporting or preserving the several mains pipes works and other conveniences laid down by the Company for the Chelsea Waterworks Company and the several aqueducts lands roads and ways in which they may be placed until the expiration of twelve calendar months next after the completion of such mains pipes and works;

(3) When and so soon as the alteration of the railway of the Company at Putney authorised by this Act shall have been completed the Company shall convey to the Chelsea Waterworks Company all abutments piers and other works constructed by the Company and used for the support of the mains of the Chelsea Waterworks Company over the railway of the Company at Putney and the soil and freehold of such abutments piers

and other works respectively and shall grant to the Chelsea Waterworks Company full and free right of access at all times to their mains over the railway of the Company at Putney and on the slopes thereof and to all such abutments piers and other works to enable the Chelsea Waterworks Company to do all things they may deem necessary for laying repairing altering and renewing their mains and for repairing and maintaining such abutments piers and other works and all the costs and expenses of such conveyance and grant and of all other necessary deeds shall be borne and paid by the Company;

(4) The Company shall compensate the Chelsea Waterworks Company in respect of all damage and loss which may be sustained by them during the construction of the works and during their subsequent maintenance for a period of twelve calendar months after completion by reason or in consequence of any interruption occasioned to the water supply of the Chelsea Waterworks Company arising through failure in the works to be executed by the Company as authorised by this Act. And if the Company shall fail to pay to the Chelsea Waterworks Company that compensation on demand the same may be recovered with full costs of action by the Chelsea Waterworks Company by proceeding in any court of competent jurisdiction;

(5) All mains or pipes belonging to the Chelsea Waterworks Company which may have to be removed by reason of any of the operations of the Company under this Act shall belong to the Chelsea Waterworks Company;

(6) Nothing in this section shall limit prejudice or affect the right of the Chelsea Waterworks Company to compensation in respect of any matter not otherwise expressly provided for by this section or in respect of any lands or premises belonging to the said Company which may be taken or acquired by the Company or may be injuriously affected by the execution of the works by this Act authorised;

(7) Save as in this Act otherwise expressly provided nothing in this Act shall diminish limit prejudice or affect any of the rights or privileges of the Chelsea Waterworks Company;

Provided also that the works to be constructed by or for the Chelsea Waterworks Company shall not prevent or in anywise interfere with the execution by the Company of the works authorised by this Act.

For protection of the Lambeth Waterworks Company.

30. For the protection of the property works rights and interests of the Company of Proprietors of Lambeth Waterworks (in this Act called the Lambeth Company) the following provisions shall notwithstanding anything in this Act have effect that is to say:—

A.D. 1882.

(1) So much of the deviation of the Company's Wimbledon and Epsom Railway at or near Raynes Park Station by this Act authorised as will be constructed in upon or over land belonging to the Lambeth Company described in the deposited plans and sections in the parish of Merton in the county of Surrey shall not be commenced by the Company until after the Company shall have purchased and conveyed to the Lambeth Company the land coloured red on a plan prepared in duplicate signed by John Taylor on behalf of the Lambeth Company and Samuel Bircham on behalf of the Company nor until the Lambeth Company shall have carried out such substitution of new mains for the two thirty-inch mains or pipes now existing such new line of mains or pipes to be carried out between the letters A and B on the last-mentioned plan partly along the public road and partly in upon under or through the said land so to be purchased and conveyed as aforesaid as the Lambeth Company shall think fit such substitution to be carried out by the Lambeth Company at the expense of the Company and the Company shall on demand pay to the Lambeth Company all the costs charges and expenses which may be incurred by the Lambeth Company in the providing and laying such substituted mains or pipes and all incidental expenses connected therewith until the new mains or pipes are satisfactorily connected with the existing mains or pipes and charged with water and in case any difference or dispute shall arise between the Lambeth Company and the Company as to the reasonableness of such costs charges and expenses the same shall be settled by arbitration under the provisions of the Railways Clauses Consolidation Act 1845 relating to arbitration and so soon as the Lambeth Company shall have completed the said substituted mains pipes and works and their supply of water to the public shall be duly passing through along and by means of the mains or pipes so to be substituted for the existing mains or pipes the Lambeth Company shall convey to the Company such of the land coloured blue upon the plan in this section mentioned as belongs to the Lambeth Company and the said land coloured red shall from the time of the conveyance thereof to the Lambeth Company for ever thereafter belong to the Lambeth Company for all purposes of their undertaking;

(2) When the said land shall have been so purchased by the Company and conveyed to the Lambeth Company as aforesaid the Lambeth Company shall on receiving fourteen days notice from the Company commence to carry out such substitution of the said mains or pipes and shall proceed to complete the same

without any unnecessary delay such completion to be not longer than three months from the receipt of such notice unless prevented by unavoidable cause;

(3) If any interruption whatsoever in the supply of water by the Lambeth Company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall fully compensate the Lambeth Company for any damage or loss which may be sustained by them in consequence of such interruption and if the Company fail to pay to the Lambeth Company that compensation on demand the same may be recovered with full costs of suit by the Lambeth Company by proceeding in any court of competent jurisdiction;

(4) All the provisions of the Railways Clauses Consolidation Act 1845 with respect to the construction of the railway and the works connected therewith which relate to water mains and pipes shall apply to and for the benefit of the Lambeth Company except so far as the same are varied by the provisions of this section.

For protection of John Henderson.

31. For the protection of John Henderson of Randall's Park in the parish of Leatherhead and the owner or owners for the time being of the house known as Randall's Park who are herein-after referred to as "the owner" the following provisions shall have effect:—

(1) The Company shall plant in an ornamental manner the northern side of the embankment on which Railway No. 1 will be constructed from the road No. 5 on the deposited plans in the parish of Leatherhead to the western boundary of the field No. 44 in the parish of Fetcham and also (on land other than that of Mr. Henderson) a strip of land not less than twelve feet wide on the northern side of such embankment and will keep the same planted to the reasonable satisfaction of the owner;

(2) The said embankment on the northern side of the railway between the points aforesaid shall not be constructed with any steeper slope than two to one;

(3) In constructing the railway between the said points the Company shall not deviate in level upwards from the level thereof as shown on the deposited section except to the west of the centre of No. 48 in the parish of Fetcham so as to avoid lowering the road 34 in the parish of Fetcham more than two feet;

A.D. 1882.

(4) The Company shall not erect any buildings on the northern side of the said railway on any land acquired under the powers of this Act by them for the purposes of the said railway between the road No. 5 in the parish of Leatherhead and the western boundary of No. 44 in the parish of Fetcham.

For the protection of Bookham Common.

32. With reference to Bookham Common (herein-after referred to as the common) the following provisions shall have effect:—

(A) In constructing the railway and works by this Act authorised the Company shall not construct the centre line of the railway further northward than the centre line shown on a plan signed in duplicate by the Honorable Edward Frederic Leveson Gower the Chairman of the Committee to whom the Bill for this Act was referred and shall not be at liberty to take permanently any more land from the common than is shown on the said plan and thereon coloured red containing two acres two roods and twenty-four perches or thereabouts or as near thereto as may be actually required for the purposes of the said railway and works;

(B) The Company shall construct the portions of the railway between the points A and B on the said plan in tunnel or covered way and in the event of the railway being constructed in covered way the Company shall make good the surface of the common by either returfing the same or sowing the same with grass seed;

(C) The Company shall construct such accommodation works as may be necessary for the convenience of access between portions of the common lying on the north and south of the railway when completed and at such point or points as the Home Secretary may reasonably decide;

(D) The Company will use their best efforts to purchase the piece of land coloured blue on the said plan and throw it into the common the quantity of such blue land to be set off against the quantity of red land taken by the Company;

(E) The Company shall pay for the interest of the commoners in the two acres two roods and twenty-four perches (less the quantity contained in the triangular piece of land coloured blue on the plan) such sum as Mr. John Clutton shall determine he in assessing the amount to value the land as of the same value as adjoining agricultural land;

45 & 46 Vict. c. 15.

(F) The provisions of the Commonable Rights Compensation Act 1882 shall apply to any money to be paid by the Company under the provisions of this Act or of any other Act of Parliament to the commoners as compensation for the extinguishment of the commonable or other rights in over or upon the

said piece of land containing two acres two roods and twenty-four perches.

Works on tidal creek of the River Thames.

33. In the event of the Company widening their railway from Barnes to Clapham Junction and crossing the tidal creek of the River Thames at Wandsworth in the county of Surrey as by this Act authorised the bridge to be constructed over that creek shall be so executed as to give a span and headway not less than that afforded by the existing bridge carrying the railway over the tidal creek and of which existing bridge the proposed bridge is merely an extension or widening and the traffic of the said River Thames and of the tidal creek aforesaid shall not be interfered with more than may be absolutely necessary in the construction of the above-mentioned bridge and the works connected therewith and the Company shall within fourteen days from the completion of their works and after notice from the Conservators so to do remove any materials for temporary works which may have been placed in the river or the tidal creek aforesaid by the Company and on their failing to do so the Conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the Conservators all expenses so incurred.

Saving existing rights under Lands Clauses Act.

34. Nothing in this Act shall deprive the owners of the premises known respectively as Cressy House and Brackendene and numbered 27 and 26 on the deposited plans in the parish of Barnes of any rights or benefits to which they would otherwise be entitled under section 92 of the Lands Clauses Consolidation Act 1845.

Lands for extraordinary purposes.

35. 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.

36. The railways and works 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.

37. If the Company or as the case may be the Company and the Midland Company fail to complete any railway or work by this Act authorised to be made by them respectively within the period limited by this Act in that behalf the Company or as the case may be the Company and the Midland Company respectively shall be liable to a penalty of fifty pounds a day for every day after the

A.D. 1882.

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 or as the case may be the Company and the Midland Company were 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.

38. 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 or as the case may be upon the Company and the Midland 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 or as the case may be the Midland 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 the receiver or to the liquidator or liquidators of the Company or of the Midland Company as the case may be or be otherwise applied as part of the assets of the Company or of the Midland Company as the case may be for the benefit of the creditors of the respective company.

Power to take additional lands for general purposes.

39. Subject to the provisions of this Act the Company may for widening 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 sidings and works in the parishes next hereinafter mentioned shown on the deposited plans and described in the deposited books of reference (that is to say) :—

In the parishes of Andover Upper Clatford Goodworth-Clatford Wherwell Stockbridge King's Somborn Houghton Bossington Michelmersh Nursling Whitchurch Mitcheldever Hurstbourne-Priors Millbrook Ringwood South Stoneham North Stoneham and Fareham all in the county of Southampton;

In the New Forest (extra-parochial) and the parish or township of Burley or one of them and county of Southampton;

In the parish of East Morden in the county of Dorset;

In the parishes of Wimbledon Kingston-on-Thames Long Ditton Saint Nicholas Guildford Cuddington Farnham Walton-upon-Thames Chertsey and Saint Mary Battersea all in the county of Surrey;

In the parishes of Twickenham Staines Saint Mary Abbott Kensington and Feltham all in the county of Middlesex;

Provided always that notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not without the previous consent in writing of Thomas Davison or the owner or owners for the time being of the Stoneham Park estate enter upon take or use the lands shown on the said deposited plans and thereon numbered 2 in the said parish of South Stoneham.

For the protection of the trustees of Smith's Charity estate.

40. For the protection of the trustees of the will of Henry Smith deceased in this section called "the trustees" the following provisions shall have effect that is to say :—

(1) Nothing in this Act contained shall authorise the Company without the consent in writing of the trustees to enter upon

A.D. 1882.

take or use any lands or houses in the parish of Saint Mary Abbott Kensington in the county of Middlesex belonging to the trustees except for the railway and new street and the widening and improvement of the existing street at South Kensington described in paragraph (II.) of the section of this Act the marginal note of which is (Power to make railways and works) and all such sidings stations approaches works and conveniences connected with such railway and new street as may be actually required. And the Company shall before selling or disposing of any lands or houses in the parish of Saint Mary Abbott Kensington purchased by them under the powers of this Act and previously belonging to the trustees offer to sell the same to the trustees and the provisions of sections 129 130 and 131 of the Lands Clauses Consolidation Act 1845 shall be applicable to such offer of sale and in those sections the term "the promoters of the undertaking" shall for the purposes of this section mean the Company;

(2) The Company shall not stop up any portion of Pelham Crescent or of Pelham Street until they shall have completed in all respects to the satisfaction of the vestry of Saint Mary Abbott Kensington and dedicated to public use the new street in extension of Pelham Place described in paragraph (II.) of the aforesaid section of this Act;

(3) The Company before opening such new street shall fence the same off by iron railings (on stone work) of the same design as those now surrounding the ornamental garden in front of Pelham Crescent and erect at each corner piers of the same design as those now standing at the corners of the said ornamental garden and properly paint the iron railings and piers when the same are erected;

(4) The Company shall purchase from the trustees the sites of all roads and parts of roads the soil of which is vested in the trustees and which abut on any portion of the property to be purchased from the trustees under the powers of this Act.

As to works in parish of Kensington.

41. And for the protection of the streets sewers and other works under the control of the vestry of the parish of Saint Mary Abbotts Kensington be it enacted as follows:—

Proper outlet to be secured to private sewers and drains.

(A) In all cases where by reason of the works of the Company any main sewer or drain within the parish of Saint Mary Abbotts Kensington shall be altered or removed and the communication of private sewers or drains therewith shall be thereby interrupted or interfered with the Company shall construct all such works as the vestry of Saint Mary Abbotts Kensington may deem necessary for maintaining a proper

outlet or outfall for such private sewers and drains as aforesaid both during the construction of the works for such alteration and removal and afterwards either by connecting such private sewers and drains with any new altered or substituted main sewer or drain or in some other sufficient manner to the reasonable satisfaction of the vestry of the said parish;

Fourteen days notice given to surveyors of the parish of Kensington.

(B) Before the Company shall break up any road street carriage or footway or commence the construction of any part of the said railway or works within the parish of Saint Mary Abbotts Kensington or under the control of the vestry of the said parish they shall give to the said vestry or their clerk notice in writing of their intention to break up or open such road street carriage or footway or to commence the construction of such part of such railway or works and such notice shall be given not less than fourteen days before commencing the works anything in the Railways Clauses Consolidation Act 1845 contained to the contrary notwithstanding;

Mode of giving notice.

(C) Such notice shall be given by delivery of the same personally to the clerk of the said vestry of the said parish of Saint Mary Abbotts Kensington or by leaving the same at his office and shall specify the part of the said road street carriage or footway intended to be broken up or opened;

Works to be executed under the direction of surveyor.

(D) No such road street carriageway or footway within the parish of Saint Mary Abbotts Kensington or maintained by or under the control of the said vestry excepting such as are to be permanently closed and appropriated under the powers of this Act shall be broken up or opened except under the direction of their surveyor: Provided always that if the said surveyor fail to attend at the time fixed for the breaking up of any such road street carriage or footway after having had such notice of the intention of the Company as aforesaid or shall refuse or neglect to direct the operations the Company may perform the works specified in such notice without the direction of the surveyor;

Works involving diversion of traffic in Kensington.

(E) Before the Company shall commence any works in the parish of Saint Mary Abbotts Kensington which shall cause any diversion of the foot or carriageway or which shall cause any obstruction or inconvenience to the traffic or passing of foot passengers carriages horses cattle or vehicles in such parish or in any road under the control of and maintained by the vestry of the said parish such obstruction diversion or inconvenience shall be approved of by the said vestry or their surveyor and the Company shall before commencing any such works at their own expense make whensoever necessary and practicable

Diversion to be approved by surveyor.

A.D. 1882.

temporary bridges for the passage of such foot passengers carriages horses cattle or vehicles at all such places as the said vestry or their surveyor shall in writing require: Provided in case of any difference respecting such diversion obstruction or inconvenience or the dimensions or sufficiency of the said bridges the same shall be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845;

Restoration of roads and streets.

(F) The Company shall within six months after any part of any road or street within the said parish of Saint Mary Abbotts Kensington or maintained by or under the control of the vestry thereof excepting such as are to be permanently closed under the powers of this Act and also excepting such as require to be closed for a long period shall have been first broken up replace the subsoil excavated and fill up with proper materials and restore in a well rammed and workmanlike manner and to the reasonable satisfaction of the said vestry the roadway of such portion of the said roads or streets as shall be broken up and the footways thereof to their former or an equally good state and condition and the Company shall also at their own expense keep and maintain the said roads streets and footways in good and substantial repair in every respect to the reasonable satisfaction of the said vestry for twelve months next after the same shall have been so restored as aforesaid;

Works to be lighted.

(G) The Company shall at their own expense at all times whilst any such road street carriage or foootway or any sewer or drain opened or broken up by them within the said parish of Saint Mary Abbotts Kensington or maintained by or under the control of the vestry of the said parish or of the Metropolitan Board of Works as the case may be be so broken up or opened cause the same to be fenced and guarded and shall cause sufficient light and watch for the warning of passengers to be set up and kept there every night during which such road street carriage or footway sewer or drain shall be continued so broken up or opened and shall after replacing and making good the said road street carriage or footway drain or sewer which shall have been so broken up or opened keep the same in good and substantial repair to the reasonable satisfaction of the said vestry for twelve months next thereafter;

To construct temporary works for traffic and for gas and water service.

(H) The Company shall make and during the construction of their works maintain all such temporary footways works and conveniences as shall be necessary for maintaining the safe and commodious ingress and egress to and from the houses on the line of the works of the Company in the said parish of Saint Mary Abbotts Kensington and for the uninterrupted supply of

gas and water to the said houses and to the roads and streets and shall make good all damage and injury done by them to railings vaults boundary stones posts pillars and walls;

Alteration of roadway and supply of water.

(I) In case the Company in the construction of their works shall interrupt or interfere with the supply of water for watering the streets in the said parish it shall be lawful for the said surveyor of the said parish to obtain from any waterworks company incorporated for the supply of water to the inhabitants of the said parish a supply of water equal to any deficiency in the present supply occasioned by such interruption or interference and the Company shall make compensation to the said vestry for the expense which they may incur in obtaining such supply of water as last aforesaid such damage and expense to be ascertained and certified by such surveyor to the said vestry;

In case of delay or omission vestry may reinstate.

(K) If any undue delay or omission shall take place in completing or in restoring or repaving any road street carriage or footway drain or sewer within the said parish of Saint Mary Abbotts Kensington or under the control of and maintained by the vestry thereof as required by this Act the said vestry may after fourteen days notice to the Company cause the works so delayed or omitted to be done to be executed and the expense of executing the same shall be repaid to the said vestry and such expense may be recovered from the Company under and by virtue of the powers and provisions herein contained;

Deposit of subsoil in the parish of Kensington.

(L) The Company shall at their own expense deposit the subsoil excavated and materials of such road street carriage or footway drain or sewer broken up or opened within the said parish of Saint Mary Abbotts Kensington and not used by the Company in the construction of their works at such place or places and in such manner as will occasion as little inconvenience as may be to the inhabitants of the said parish;

(M) In case of any difference arising respecting the works or conveniences whether temporary or otherwise required to be executed by the Company under the provisions of this section or as to the nature or extent of any interference damage or injury occasioned or alleged to be occasioned by the works of the Company the same shall be determined by an arbitrator to be appointed in case of difference by the President for the time being of the Institution of Civil Engineers on the application of either of the parties;

(N) Nothing in this section contained shall prevent the Company from carrying out their railways and works by this Act authorised according to the deposited plans and sections and in accordance with and subject to the powers and provisions of this Act.

Company not to take for Railway No. 3 and the new street in the parish of Kensington certain properties westward of Pelham Place.

42. Notwithstanding anything in this Act contained the Company shall not enter upon take or use any of the lands or properties shown on the deposited plans of the Railway No. 3 and the new street in the parish of Saint Mary Abbotts Kensington by this Act authorised as lying and situate to the westward of Pelham Place and of the said new street excepting only the properties abutting on Pelham Place numbered respectively 5 6 7 8 and 9 on the said deposited plans.

As to accommodation bridge at Surbiton.

43. Notwithstanding the words "occupation bridge to be removed" upon sheet 42 of the deposited plans nothing shown on those plans or contained in this Act shall authorise the removal of the existing occupation bridge shown on the said 42nd sheet of those plans nor prejudice or affect any estate rights interests and privileges of the trustees of the municipal charities of Kingston-upon-Thames in the county of Surrey (herein-after in this enactment called "the trustees") their successors or assigns or their tenants for the time being to the use and enjoyment of the said bridge or of the approaches thereto nor shall the Company under the provisions of this Act acquire (except with the consent in writing of the trustees) any portions of the lands numbered on the deposited plans 4 and 5 in the parish of Kingston-on-Thames lying to the south-west of the red line drawn upon a plan signed in duplicate by John George Dawson on behalf of the trustees and Samuel Bircham on behalf of the Company.

New road to be made at Pelham Crescent.

44. The Company shall not stop up the streets known as Pelham Crescent or Pelham Street until they have provided and properly paved with all necessary kerbs channels sewers and other incidental works to the reasonable satisfaction of the Metropolitan Board of Works and of the vestry of the parish of Saint Mary Abbotts Kensington a new street not less than fifty feet clear in width inclusive of footways from the Fulham Road to the north-western end of Pelham Place at its junction with Pelham Street in the line shown on a plan signed by the chief engineer of the said Board and of the Company respectively.

As to works affecting roads or streets in the metropolis.

45. All bridges to be constructed by the Company for carrying any public road or street over any railway widening of railway or work by this Act authorised within the metropolis shall be constructed so as not to lessen the present clear width of such road or street including the footway or footways 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 protected or fenced as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into any such road or street.

A.D. 1882.

Headway and span of certain bridges.

46. The bridges and works constructed under the powers of this Act over the roads and streets herein-after mentioned shall be so constructed as to leave thereunder a clear headway throughout not less than herein-after specified in connexion therewith respectively and a clear span throughout not less than herein-after specified measured on the square namely:—

Work.	No. of Road on Plans.	Parish.	Description of Road.	Height.	Span.
				ft. in.	ft. in.
Putney Junction - -	34	Wandsworth -	Public -	13 0	40 0
Putney Junction - -	44	Wandsworth -	Public -	15 0	40 0
Putney Junction - -	23A	Wandsworth -	—	14 6	40 0
Putney Junction - -	23	Wandsworth -	Public -	16 0	44 0
Clapham Junction to Barnes widening of line.	8	Wandsworth -	Public -	13 0	40 0
Clapham Junction to Barnes widening of line.	12	Wandsworth -	Public -	15 0	40 0
Clapham Junction to Barnes widening of line.	29N	Wandsworth -	Public -	15 0	40 0
Clapham Junction to Barnes widening of line.	61A	Wandsworth -	Public -	16 0	40 0
Clapham Junction to Barnes widening of line.	113	Wandsworth -	Public -	15 0	40 0
Clapham Junction to Barnes widening of line.	7	Saint Mary Battersea.	Public -	13 6	40 0

and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent so far as is practicable the dripping of water therefrom on any part of such road street or footway or forecourt and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them.

Limiting inclination of roads.

47. It shall not be lawful for the Company to alter any public road or street within the metropolis so as to make the inclination thereof in any part steeper than 1 in 40.

Alteration of certain bridges as to headway and span.

48. If within twelve months after the passing of this Act the Metropolitan Board of Works shall give to the Company notice in writing under their common seal requiring them to alter the existing bridges or any of them carrying the railway of the Company over the roads next herein-after mentioned and to reconstruct the same as girder bridges or a girder bridge with a clear headway throughout of not less than that herein-after mentioned above the present surface of the road and with a clear span throughout of not less than that herein-after mentioned the Company shall alter and reconstruct the said bridges or bridge accordingly so as to correspond with the bridges or bridge to be made by them for carrying the

A.D. 1882.

works authorised by this Act over the roads or road crossed by such bridges or bridge (that is to say):—

No. of Road on Plans.	Parish.	Description of Road.	Height.	Span.
			ft. in.	ft. in.
34	Wandsworth - -	Wandsworth Lane -	13 0	40 0
44	Wandsworth - -	Point Pleasant - -	15 0	40 0
29N	Wandsworth - -	Lower North Street -	15 0	40 0
61A	Wandsworth - -	York Road - -	16 0	40 0
113	Wandsworth - -	Birdhurst Road - -	15 0	40 0
7	Saint Mary Battersea -	Usk Road - -	13 6	40 0

Provided that the Company shall not be required to commence such alteration and reconstruction until the widening of the railway over the said roads shall be open for traffic and provided that when the Company shall have altered and reconstructed the said bridges or bridge pursuant to any such notice and in accordance with the provisions herein-before contained to the reasonable satisfaction of the engineer for the time being of the said Board the said Board shall repay to the Company the necessary and proper cost of such alteration the amount of which unless otherwise agreed shall be settled by arbitration.

Alteration of certain bridges as to width between parapets.

49. If within twelve months after the passing of this Act the Metropolitan Board of Works shall give to the Company notice in writing under their common seal requiring them to alter the existing bridges or any of them by which the roads next herein-after mentioned are carried over the railway of the Company by increasing the clear width between the parapets of the same throughout their entire length to not less than that herein-after mentioned the Company shall alter and widen the said bridges or bridge accordingly so as to correspond with the bridges or bridge to be made by them for carrying the said roads over the works authorised by this Act (that is to say):—

No. of Road on Plans.	Parish.	Description of Road.	Width between Parapets.
			ft. in.
39	Putney - -	Charlewood Road -	40 0
62	Putney - -	High Street - -	60 0
75	Putney - -	Oxford Road - -	40 6

Provided that the Company shall not be required to commence such alteration and reconstruction until the widening of the railway

under the said roads and bridges shall be open for traffic and provided that when the Company shall have altered and reconstructed the said bridges or bridge pursuant to any such notice and in accordance with the provisions herein-before contained to the reasonable satisfaction of the engineer for the time being of the said Board the said Board shall repay to the Company the necessary and proper cost of such alteration the amount of which unless otherwise agreed shall be settled by arbitration.

Notice to and approval of works &c. by Metropolitan Board.

50. The Company shall not execute or commence the erection of any such bridge or works as aforesaid within the metropolis until they shall have given to the Metropolitan Board of Works twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said Board with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until that Board shall have signified their approval of the same unless that 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 and the Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the said Board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer of the said Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said Board by the Company on demand.

Prohibiting placards and advertisements.

51. The Company shall not exhibit or permit to be exhibited upon any part of the works authorised by this Act 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 Metropolitan Board of Works but this provision shall not prevent the exhibition of placards at or adjoining the entrance to any station giving information to the public of the train service.

For the protection of the Metropolitan and the

52. For the protection of the Metropolitan District Railway Company (in this section called the District Company) the following provisions (unless otherwise agreed on between the District Company

A.D. 1882.

Metropolitan District Railway Companies.

and the Company under their respective common seals) shall have effect (that is to say):—

(1) The Company shall use so much only (unless with the consent of the District Company under their common seal) of the South Kensington Station of the District Company as may be necessary for running on to Railway No. 3 at South Kensington by means of the connexion and junction herein-after provided;

(2) The District Company at the expense of the Company or the Company at their own expense as the District Company may elect shall lay down two additional lines on the District Railway for connecting Railway No. 3 with the District Railway at the western end of the South Kensington Station of the District Company not further to the westward than 60 feet west of or further east than the easternmost face of the tunnel under Cromwell Place and subject thereto at such exact point as shall be settled by agreement in writing between the companies and according to such plans as shall be previously so agreed;

(3) The Company shall on requirement by either the Metropolitan Railway Company or the District Company construct a new junction between the northern and southern pairs of rails of the District Company at a point not more than 25 feet west of the westernmost face of the tunnel under the Fulham Road and shall re-arrange the signals and locking apparatus in connexion therewith and shall on completion of such new junction and of the works in connexion therewith remove the existing junction between the said pairs of rails and the whole of the works incident to the alteration of junction signals and otherwise shall be executed to the satisfaction of the engineer of the District Company;

(4) The Company shall remove alter and re-erect with all necessary appliances the signal box at the eastern end of the South Kensington Station in such manner and position as shall be agreed by the respective engineers of the Metropolitan Railway Company the District Company and the Company or failing agreement as shall be determined by an engineer to be appointed on the application of any of the three companies by the President for the time being of the Institution of Civil Engineers;

(5) The Company shall at their own cost make such alterations in the South Kensington Station and the sidings of the District Company as may be necessary and proper (and in such manner as may be agreed by the Companies in writing) for effecting such junctions and for rendering the station as well during the making of such junctions as after the same shall have been made as far as practicable as good and efficient in all respects

as it now is and the said junctions and all such works shall be made and executed under the superintendence and to the reasonable satisfaction of the engineer of the District Company and in accordance with plans sections and specifications to be previously submitted to and approved by the District Company;

(6) The Company shall pay to the District Company all costs charges and expenses reasonably incurred by the District Company of and in relation to the examination and approval of all plans sections and specifications by this section required to be submitted to them and the superintendence by them of the execution of the works therein referred to as effecting the District Company's property and works;

(7) The District Company at the cost of the Company may as well during the construction as after the completion of the said works provide and maintain such signals signal cabins signalmen and watchmen as may be reasonably necessary in consequence of the works of the Company at the said station and junction to secure the non-interference by the Company or their works or traffic with the safe and convenient working of the traffic of the railway of the District Company so far as such traffic may be affected by the proposed works of the Company;

(8) The Company shall from time to time be responsible for and make good to the District Company all costs losses damages and expenses from time to time occasioned to that company or any of their works or property or the traffic on their railway or to any company or companies person or persons using the same railway or works or otherwise by reason of the execution or failure of any of the works by this Act authorised as affecting the District Company or any act or omission with reference thereto of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the District Company from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission;

(9) All moneys payable by the Company to the District Company under this section shall be so paid on demand and in default thereof may be recovered by the District Company from the Company with full costs of suit in any court of competent jurisdiction;

(10) With respect to any lands belonging to the District Company which the Company are by this Act authorised to use enter upon or interfere with for the purposes of the junction

A.D. 1882.

the Company shall not purchase and take the same but the Company may take and the District Company may and shall sell and grant accordingly an easement or right of using the same for the purposes for which but for this enactment the Company might purchase and take the same;

(11) Nothing in this Act contained shall extend to prejudice alter or take away any of the rights privileges or powers of the District Company otherwise than is herein expressly provided;

(12) Except as aforesaid and subject to the construction of the various works and lines in this section referred to nothing in this Act contained shall in any way vary diminish alter or prejudice the rights of the Metropolitan Railway Company as between them and the Metropolitan District Railway Company under and by virtue of the provisions of the Metropolitan Railway Acts 1872 and 1873 and the award and agreement respectively scheduled thereto so far as the same affect the works and station at South Kensington.

35 & 36 Vict. c. lviii. 36 & 37 Vict. c. clxxxi.

For the protection of the Surbiton Improvement Commissioners.

53. In the execution of the works and exercise of the powers by this Act authorised in the district of Saint Mark Surbiton (in this section called "the district") the following provisions for the protection and benefit of the Surbiton Improvement Commissioners (in this section called "the commissioners") shall have effect that is to say:—

(1) The word "street" or "road" when used in this section shall include any street road highway lane passage or place and the footways thereof respectively;

(2) The Company shall not without the consent of the commissioners signified in writing under the hand of their clerk interfere with the metalling of the surface of the road on the Ewell Road Bridge or the approaches thereto nor take use or enter upon Villier's Path Lambert's Road and Clay Lane (or Hill) or construct any works or perform any operations which may in any way interfere with or obstruct the traffic along these streets;

(3) The bridge carrying the Surbiton Southern Junction Railway and sidings over the Brighton Road shall not (together with the existing bridge there) extend over any greater length of the said road than 110 feet and the Company shall leave throughout for the extent of the bridge to be constructed under this Act a clear span of not less than 40 feet and a clear headway of not less height than that of the said existing bridge and the new bridge shall be constructed so as to leave an open space between it and the existing bridge of not less than 6 feet in the clear between the parapets;

(4) The Company shall erect under the bridge over the Brighton Road as altered such number of gas lamps and in such positions as having reference to the public convenience in regard to light may be agreed upon between them and the commissioners and the Company shall thereafter cause all such lamps to be kept in good order and repair and also lighted during the same hours and in the same manner as the public lamps in the district;

(5) The bridge to be constructed by the Company over the Brighton Road shall be watertight or as nearly so as practicable and be so constructed as to deaden as far as is practicable the sound of engines carriages and traffic passing over it;

(6) Before stopping up any part of the Glenbuck Road including the approaches to Surbiton Station the Company shall do the following things:—

(A) Complete the proposed diversion of Glenbuck Road from the point marked F on sheet No. 12 of the deposited plans to the Brighton Road in such a manner as to provide a through communication by means of the proposed diversion between the remaining portion of Glenbuck Road there and the Brighton Road;

(B) Provide sufficient land for the widening of the Glenbuck Road throughout the whole length thereof between Brighton Road and South Bank to give a total uniform width of not less than 30 feet;

(C) Construct and maintain a public footway or bridge or widen the present bridge over the Company's lines of railway at the Surbiton Railway Station to a total width of 18 feet throughout so as to give free access for foot passengers from the north to the south side of the railway. The said footbridge to have a properly constructed roof with ventilation and side lighting and to be sufficiently lighted throughout the night by the Company and to have as convenient and easy steps and approaches on both sides as exist at present to the satisfaction of the commissioners so far as the Company have land available for the purpose;

(D) Widen the existing bridge carrying the King Charles Road over the Company's railways for the whole extent of the parapets to a width of 25 feet throughout measured on the square between the parapets and properly form the roadway over the same such roadway to be thereafter maintained by the commissioners: Provided that if the commissioners so require the said widening shall be to the extent of thirty-two feet and in that case the com-

A.D. 1882.

missioners shall pay to the Company any increased cost occasioned by such increased widening the amount thereof to be settled in case of dispute by arbitration;

(7) Where any street is diverted or widened or where the surface of any street has been interfered with or disturbed by the Company in constructing the works or performing the operations by this Act authorised the Company shall well and sufficiently and to the reasonable satisfaction of the commissioners as regards the diversions and widening make the same with proper materials and as regards any street the surface of which is interfered with or disturbed restore the surface so interfered with or disturbed and shall keep the same and the said diversions and widenings in efficient repair to the satisfaction of the commissioners for one year from such restoration diversion or widening and thereafter the commissioners shall take over and repair the same;

(8) Except where otherwise provided any works to be done by the Company under the powers of this Act in the district shall so far as they affect the surface of any streets or any sewers drains watercourses or other works for the time being under the jurisdiction or control of the commissioners be done subject to plans sections designs and drawings submitted to and to the satisfaction of the commissioners;

(9) The commissioners and the Company may enter into and carry into effect agreements for any variation in the works to be done or in the mode of executing the same;

(10) Any difference which may arise between the commissioners and the Company as to the true intent and meaning of any of the provisions of this Act relating to works to be executed and powers to be exercised in the district or as to the mode of giving effect thereto shall be determined by an engineer as arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

Company in certain events to make compensation to James Andrew.

54. In the event of the Company at any time acquiring under the powers of this Act any part of the lands lying on the north side of the main line in the parish of Wimbledon in the county of Surrey and which lately formed part of an estate called or known as Woodside Park Estate the Company shall make compensation to James Andrew the late owner or reputed owner thereof for any loss or injury which may be caused to him by or under the powers of this Act by any contravention breach or non-observance of the restriction or stipulations contained in an indenture of conveyance of the ninth of September one thousand eight hundred and eighty and

made between the said James Andrew of the one part and Ebenezer Walter Booth of the other part and such compensation in default of agreement shall be determined by an arbitrator to be agreed upon or failing agreement to be nominated by the President of the Institution of Surveyors on the requirement of either party and such arbitrator shall have and may exercise all necessary powers in that behalf of an arbitrator under the Lands Clauses Consolidation Act 1845.

Saving rights of the Crown in the foreshore.

55. 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 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 exerciseable by the Queen's Majesty her heirs or successors.

Saving of rights as to future accretions.

56. If any land to the seaward of any lands by this Act authorised to be purchased or taken or reclaimed by the Company 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 the 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 purchase take or 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 any works by this Act authorised or otherwise but the right and title to 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.

Survey of works by Board of Trade.

57. 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

A.D. 1882.

may be recovered with costs as a penalty is recoverable from the Company.

Abatement of work abandoned or decayed.

58. If a work constructed by the Company on in over through or across tidal lands or a 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.

59. 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.

Additional lands for Epsom and Leatherhead Railway.

60. The Company and the Brighton Company or either of them may for the purposes of improving their Epsom and Leatherhead Railway enter upon take and use the whole or any part of the lands shown on the deposited plans and described in the deposited books of reference in the parish of Ashtead in the county of Surrey: Provided always that nothing in this section shall authorise or empower the Company and the Brighton Company or either of them to enter upon take or use any greater quantity of Ashtead Common than two acres and the eighth of an acre.

Period for compulsory purchase of lands.

61. The powers of the Company or as the case may be of the Company and the Midland Company or of the Company and the Brighton 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.

Tolls &c.

62. For the purposes of tolls rates and charges and for all other purposes the railways and works by this Act authorised shall respectively be deemed part of the railways herein-after mentioned in connexion with the same respectively (that is to say):—

The railways and works in connection with the authorised Surbiton and Guildford Railways the Railway No. 3 at South

Kensington the Putney Junction the Norbiton Junctions No. 1 and No. 2 the Surbiton Northern and Southern Junctions the widening of and additional lines on the Company's main line and the new railway from the Andover and Redbridge Railway to the Basingstoke and Salisbury Railway shall respectively be deemed part of the Company's main line;

The deviations of the Andover and Redbridge Railway shall be deemed part of the Andover and Redbridge Railway;

The widening of and additional rails upon the Somerset and Dorset Railway shall be deemed part of that railway; and

The other railway works by this Act authorised shall respectively be deemed part of the Company's railway in connexion with which they are respectively to be executed.

Classification table to be open to inspection and copies to be sold.

63. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways of the Company shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling. The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified. If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

Terminal charges (if any) to be specified on application.

Penalty.

Abandonment of railways.

64. The Company shall abandon and relinquish the construction of the following railways and portions of railway that is to say:—

The railways authorised by the Act of 1881 and being the Railways Nos. 2 and 3 shown on the Guildford deposited plans and so much of the said Railway No. 4 shown on those plans as will be rendered unnecessary by the construction of the Railway No. 1 by this Act authorised in connexion with the authorised Surbiton and Guildford Railways.

A.D. 1882.

And so much and such parts of the Company's Andover and Redbridge Railway as will be rendered unnecessary by the deviations by this Act authorised of that railway being the works (B 1, B 2, B 3, B 4, and B 5) herein-before described and so much of the Southampton and Dorchester Railway of the Company as will be rendered unnecessary by the deviation of that railway authorised by this Act.

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

65. The abandonment by the Company under the authority of this Act of the railways or portions of railways to be abandoned as aforesaid shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Acts by which the said railways or portions of railways were respectively authorised.

Compensation to be made in respect of railways abandoned.

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

Power to use certain tramways &c. at Southampton.

67. The Company and any company for the time being using the railways of the Company or any part thereof may from time to time run over and use with their engines carriages and waggons of every description and with their officers and servants and for the purposes of their traffic of all kinds the following railways or tramways but as regards the tramways in subsection B mentioned in

common with the Southampton Harbour Board (herein-after in this section called the board) and all companies and persons authorised by them:—

(A) All existing railways laid across or upon the Canute Road in the parish of Saint Mary in the town and county of the town of Southampton communicating between the Company's terminal station and the Southampton Docks;

(B) The existing tramways of the board including the existing railways laid across or upon the said Canute Road and the tramways or works Nos. 2 and 4 which the board are seeking power in the present session of Parliament to construct by the Southampton Harbour Act 1882;

upon and subject to such terms conditions and regulations not being more onerous than the terms conditions and regulations imposed on any other company in respect of similar traffic as shall from time to time be agreed upon between the Company and the board or as failing agreement shall be from time to time determined by an arbitrator to be appointed on the application of any of the companies corporations bodies or persons interested by the Board of Trade and the decision of any arbitrator so appointed shall be final and conclusive and the costs of the arbitration and award shall be in his discretion: Provided always that in respect of such user the Company shall comply with all the requirements and provisions regulating or affecting the use of the said tramways imposed by or by virtue of any Act of Parliament relating thereto and shall indemnify the board from all liability claims and demands in respect thereof.

Power to enter into traffic arrangements.

68. The Company on the one hand and the Southampton Harbour Board the Southampton Dock Company and the Swindon Marlborough and Andover Railway Company or any or either of them on the other hand may subject so far as the same may be applicable to the provisions of Part III. of the Railways Clauses Act 1863 as amended or varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect contracts agreements and arrangements for and in relation to the matters following or any of them (that is to say):—

The user of and working over and the management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for their respective railways tramways docks quays piers works lands and undertakings;

The collection division and apportionment between the contracting parties of the tolls dues rates charges income and profits of their respective undertakings;

A D. 1882.

The employment of officers and servants the appointment of joint committees for the purpose of carrying out the provisions of any such agreement and all incidental matters connected therewith.

Power to enter into agreements as to construction &c.

69. The Company on the one hand and the District Company on the other hand may from time to time enter into and carry into effect vary and rescind agreements and arrangements as to the matters or any of the matters following (that is to say):—

(A) The use occupation and enjoyment of any railways stations and works constructed or authorised or to be constructed or authorised by the contracting companies or either of them and being to the westward of South Kensington and High Street Kensington Stations respectively including so much of those stations as are vested in or appropriated to the District Company;

(B) The construction ownership use occupation and enjoyment of the railways stations and works authorised by the Kingston and London Railway Act 1881 as amended by the London and South-western and Metropolitan District Railway Companies (Kingston and London Railway) Act 1882 and by this Act;

45 & 46 Vict. c. ccxlviii.

(C) The payments in gross or otherwise to be made by either Company to the other of them with reference to any such matters;

and the Company and the District Company may respectively from time to time apply their funds and revenues or any money they have power to raise (including as regards the Company any money which by this Act they are authorised to raise) for the purposes of any such agreements or arrangements as aforesaid.

Confirming scheduled agreement.

70. The scheduled agreement is hereby confirmed and made binding on the Plymouth Company and the Company respectively.

Plymouth Company may lease or transfer Plymouth Extensions to the Company.

71. In accordance with and upon and subject to the terms and conditions specified in the scheduled agreement the Plymouth Company may grant or make to the Company and the Company may accept a lease or a sale or transfer of the Plymouth Extensions and all or any of the respective rights powers privileges or authorities connected therewith and by any such lease or agreement for a lease the companies may agree for the eventual sale to and purchase by the Company either absolutely or conditionally of the Plymouth Extensions upon the terms and conditions in that behalf mentioned in the scheduled agreement and power may be reserved to the Company to require a transfer accordingly of the Plymouth Extensions.

Lease &c. not to affect persons not parties thereto.

72. No lease transfer or conveyance made under the authority of this Act between the Plymouth Company and the Company shall in any manner alter increase or diminish any of the tolls fares rates or charges which the companies parties thereto are respectively from time to time authorised to demand and take from any other company or person but all other persons and companies shall notwithstanding any such agreement be entitled to the user and benefit of the Plymouth Extensions on the same terms and conditions and on payment of the same tolls fares rates and charges as if the agreement were not made.

Sanction of shareholders for agreements under Act.

73. No such lease transfer or conveyance shall take effect without the sanction of at least three fifths of the votes of the respective shareholders of each company party thereto present in person or by proxy at a general meeting of the respective company specially convened for the purpose.

Approval by Board of Trade of agreements.

74. No such lease transfer or conveyance shall have any operation until it is approved by the Board of Trade and the Board of Trade shall not approve any such agreement without being satisfied of its having received the sanction of shareholders by this Act required.

Lease or sale to entitle Company to premises leased or sold.

75. In accordance with the terms of the scheduled agreement in respect to the lease or sale the Company and their directors officers and servants respectively shall be entitled from the time at which the lease or sale shall take effect to the management regulation maintenance user working and enjoyment of the Plymouth Extensions and of the traffic thereon and to the regulating taking and enjoying of the tolls fares rates charges and other payments and advantages in respect thereof.

Powers of Plymouth Company as to premises leased or sold to be exercised by Company.

76. All the rights powers and privileges of the Plymouth Company and their directors officers and servants respectively which by virtue of any of the Acts relating to the Plymouth Company and this Act respectively might be exercised and enjoyed by them respectively with respect to the Plymouth Extensions and which in accordance with the terms and conditions of the scheduled agreement or this Act are to be exercised and enjoyed by the Company and their directors officers and servants respectively shall be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with those Acts and this Act respectively as by the Plymouth Company and their directors officers and servants respectively.

Transfer of premises sold.

77. In accordance with the terms and conditions of the scheduled agreement the Plymouth Extensions and the rights powers privileges

A.D. 1882.

and authorities to be in accordance with this Act exercised and enjoyed by the Company with respect to the same shall in the event of the sale and transfer having effect and from the time at which the sale shall take effect be by this Act and subject to the provisions of the scheduled agreement and subject also to the other provisions (if any) of any conveyance executed in accordance with this Act transferred to and vested in the Company absolutely as part of their railway property and effects.

Deed of conveyance.

78. Any such lease or sale as aforesaid shall be evidenced by a deed duly stamped and wherein the full consideration for the deed is fully and truly set forth. Within three months from the date of any such lease or sale the Company shall produce to the Commissioners of Inland Revenue such deed duly stamped as aforesaid and in default of such production the stamp duty with interest thereon at the rate of five pounds per centum per annum from the time at which the lease or sale shall take effect to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Company to perform duties of Plymouth Company as to property leased or sold.

79. From and after the time at which the lease or sale shall take effect the Company subject to the provisions of this Act shall be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges claims and demands whatsoever with respect to the Plymouth Extensions to which the Plymouth Company if the lease or sale did not take effect would be subject or liable and shall indemnify the Plymouth Company and their shareholders directors officers and servants from the same and all costs charges and expenses with respect to the same.

Plymouth Company's Act of 1875 to apply to railway sold to Company.

80. In the event of a sale or transfer to the Company of the Plymouth Extensions then from and after the time at which the sale shall take effect the Plymouth Act 1875 shall so far as relates to the railways so sold or transferred but not otherwise be read and have effect as if the same had been passed with respect to the Company instead of with respect to the Plymouth Company.

General saving of rights under Plymouth Act 1875.

81. If the sale or transfer of the Plymouth Extensions to the Company take effect then notwithstanding the vesting in the Company of the Plymouth Extensions and except only as is by this Act otherwise expressly provided everything before the vesting done suffered and confirmed respectively under or by virtue of the Plymouth Act 1875 shall be as valid as if the vesting had not happened and the vesting and this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and demands both present and future which if the vesting had not

happened would be incident to and consequent on any and every thing so done suffered and confirmed respectively provided that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act.

Power to apply funds.

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

83. The Company from time to time may for all or any purposes of this Act raise by new shares or new stock (whether ordinary or preferential or both) any sum or sums not exceeding one million pounds.

Shares not to be issued until one fifth paid.

84. 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.

85. 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. 25 & 26 Vict. c. xlii.

86. 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.

87. 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 one million pounds which they are by this Act authorised to raise for purposes of this Act any sum or sums not exceeding in the whole three hundred and thirty-three 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 one million pounds.

A.D. 1882.

Restrictions on borrowing.

88. 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 shares 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.

89. 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 Act as to appointment of receiver repealed.

90. Section 67 of the Act of 1881 for appointment of a receiver is by this Act repealed but without prejudice to any appointment heretofore made or proceedings now pending under the provisions of that section or any of them.

For appointment of receiver.

91. The Company's mortgagees may enforce payment of 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.

Power to Midland Railway Company to raise additional capital.

92. The Midland Company for the purposes of this Act relating to them may from time to time raise in addition to the sums which they are already authorised to raise any additional sums not exceeding in the whole thirty thousand pounds by the creation and issue of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those methods respectively.

As to additional capital of the Midland Company—Incorporation of general Acts.

93. With respect to the additional capital by this Act authorised to be raised by the Midland Company the provisions following of the Companies Clauses Consolidation Act 1845 namely:—

With respect to the transfer and 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 by the Company on mortgage or bond;

With respect to the conversion of borrowed money into capital;

With respect to the consolidation of shares into stock; and

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

Part I. (relating to cancellation and surrender of shares) Part II. (relating to additional capital) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Shares not to be issued until one-fifth part thereof shall have been paid up.

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

As to amount and issue of new shares.

95. If at the time of the creation of new shares under this Act the then existing ordinary consolidated stock in the Midland Company be at a premium or of greater actual value (according to the market price thereof in the City of London) than the nominal value thereof such new shares may be of such amounts (not other than an integral number of pounds sterling per share) as will allow the same to be conveniently apportioned among the then holders of

A.D. 1882.

all shares or stock in the Midland Company (other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount without further participation in the profits of the Midland Company shall have been assigned) in proportion to the number of shares or amount of stock held by them respectively and such new shares may be either of one class or of different classes and the directors of the Midland Company may from time to time (but subject to the provisions of this Act) fix the amounts and times of payment of the calls on the new shares created under the powers of this Act and unless the Midland Company at the time of the creation of the shares otherwise determine every holder of shares or stock in the Midland Company at the time of such creation as aforesaid (other than and except as aforesaid) shall in such proportion as aforesaid be entitled to an allotment of the new shares according to the provisions of this Act and upon such terms and conditions as the Midland Company shall determine at the time of the creation of the new shares and no holder of any shares or stock entitled to a fixed amount of dividend without further participation in the profits of the Midland Company shall be entitled to any apportionment of any such new shares.

Votes in respect of new shares.

96. The Midland Company may from time to time if they think fit attach to all or any new shares or any class of new shares created under the powers of this Act any total or partial permanent or temporary restrictions of the rights of voting and other qualifications of the holders thereof.

Shares of same class have like privileges.

97. All new shares of the same class created by the Midland Company under this Act shall confer like privileges and shall bear like dividends or interest and be subject to like restrictions if any.

Vesting of new shares.

98. Subject to the provisions of this Act all new shares created by the Midland Company under this Act shall vest in and belong to such of the then shareholders of that Company as shall accept the same and pay the first instalment thereon to the amount and at the time which shall be fixed by the directors and specified in the letter offering the new shares.

Shares not accepted may be disposed of by Midland Company.

99. If any shareholder of the Midland Company for one month after such offer of new shares fail to accept the same and pay the first instalment called for in respect thereof the Midland Company may authorise the directors to dispose of the same in such manner as they may deem most for the advantage of that Company.

Qualifications of new shares.

100. Except as by or under the powers of this Act otherwise provided all new shares issued by the Midland Company under the powers of this Act shall in proportion to the aggregate amount from time to time paid up on the new shares held by the same person at

the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like rights of voting as the like amount paid on existing shares or stock of that company (other than and except shares or stock to which any guaranteed or preferential dividend of a fixed amount without further participation in the profits of that company shall have been assigned): Provided always that unless otherwise determined by the meeting sanctioning the new shares no person shall be entitled to vote in respect of any of the new shares to which a fixed or preferential dividend or other special advantage shall be assigned.

Saving rights of existing preference shareholders.

101. This Act or anything therein contained shall not prejudice or affect any preference or priority in the payment of interest or dividend on any other shares or stock which shall have been granted by the Midland Company in pursuance of or which may have been confirmed by any previous Act of Parliament or which may otherwise be lawfully subsisting or any dividend on any Midland Railway debenture stock.

Midland Company may create and issue stock in lieu of shares.

102. The Midland Company may raise by the creation of stock the money which they are by this Act authorised to raise by the creation of shares or any part thereof and may create and issue such stock either wholly or partially as ordinary or wholly or partially as preferential stock as they may think fit and all the provisions of this Act with respect to the shares by this Act authorised to be created by the Midland Company and the holders thereof shall so far as applicable apply to the stock created under the authority of this present section and the respective holders thereof as fully and effectually as if those provisions were re-enacted in respect of that stock and the respective holders thereof.

New shares or stock raised under this Act or any other Act of past or present session may be of same class.

103. Subject to the provisions of any Act already passed by which the Midland Company are authorised to raise capital by new shares or stock and to the provisions of this Act and any other Act passed in the present session whether before or after the passing of this Act by which the Midland Company may be authorised to raise capital by new shares or stock that company may if they think fit raise by the creation and issue of new shares or stock of one and the same class all or any part of the aggregate capital which they are by such other Acts and this Act respectively authorised to raise by means of new shares or stock. But nothing in this Act contained shall empower the Midland Company to issue stock to be paid up by instalments.

Receipts in case of

104. If any money be payable to a holder of shares or stock in the Company or as the case may be the Midland Company being

A.D. 1882.

persons not sui juris.

a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the respective Company.

Borrowing powers to the Midland Company.

105. The Midland Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow on mortgage in respect of their additional capital of thirty thousand pounds under this Act any sums not exceeding in the whole ten thousand pounds but no part of any such sum shall be borrowed by the Midland Company until shares for so much of the capital for or in respect of which the same is to be borrowed as is to be raised by shares are issued and accepted and one half of such capital is paid up and the Midland Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such capital have been issued and accepted and that one half of such capital has been paid up and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of the said capital as is to be raised by means of stock is fully paid up and the Midland Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if the said capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Midland Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which shall be sufficient evidence thereof.

Existing mortgages to have priority.

106. All mortgages and bonds granted by the Midland 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 and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by the Midland Company by virtue of this Act.

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

107. The provisions of all former Acts relating to the Midland Company by which the mortgagees of that company are empowered to enforce payment of arrears of interest or principal or principal and 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.

For appointment of receiver.

108. The mortgagees of the Midland Company may enforce payment of 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.

Debenture stock.

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

Application of moneys.

110. All moneys raised by the Company or the Midland Company under this Act whether by shares stock debenture stock or borrowing shall be applied for purposes of this Act only.

Alteration of qualification of directors of the Company.

111. From and after the passing of this Act section 38 of the South-western Railway (Various Powers) Act 1876 shall be read and have effect as if the words "and his having held and holding "that qualifying amount at and for at least twelve months next "before the time of his election" had been omitted therefrom.

Saving rights of Crown under 29 & 30 Vict. c. 62.

112. 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 21 and 22 of the Crown Lands Act 1866 and belonging to or exerciseable on behalf of Her Majesty Her heirs or successors.

Power for Commissioners of Woods &c. to grant lease for 999 years to the Company.

113. The powers of leasing given by an Act of the session holden in the tenth year of His Majesty King George the Fourth chapter fifty shall extend to enable the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them with the consent of the Commissioners of Her Majesty's Treasury to grant and to enter into any agreement for granting to the Company a lease of the estate and interest of Her Majesty Her heirs and successors in such part or parts of the New Forest in the county of Southampton as may be required for the purposes of this Act for any term not

A.D. 1882.

exceeding nine hundred and ninety-nine years from the time of making the lease or agreement for a lease.

New Forest to be deemed to be common lands.

40 & 41 Vict. c. cxxi.

114. As regards the interests or rights of the commoners of the New Forest in or over any lands required for the purposes of this Act the open lands of the New Forest over which rights of common exist shall be deemed to be common or waste lands within the meaning of the Lands Clauses Consolidation Act 1845 and the verderers of the New Forest as constituted by the New Forest Act 1877 shall be deemed to represent the commoners for the purposes of this Act and to constitute a committee of such commoners within the meaning of the 104th and following sections of the Lands Clauses Consolidation Act 1845 save only and except such part of section 104 as provides for the distribution of compensation received by a committee and any money to be received by way of compensation by the verderers acting as such committee as aforesaid shall be applicable by them to and for the purposes and in the manner to for and in which the same would be applicable by them in case the same were money coming to their hands under or by virtue of the New Forest Act 1877.

Saving rights of the Crown.

115. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments 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 without the consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give) 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 exerciseable by the Queen's Majesty Her heirs or successors.

Interest not to be paid on calls paid up.

116. Neither the Company nor the Midland Company shall 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 either of the said companies 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.

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

117. Neither the Company nor the Midland Company shall out of any money by this Act authorised to be raised pay or deposit any sum which by any standing orders 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 respective company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

118. Nothing in this Act contained shall exempt the railways of any railway 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 any railway company.

Costs of Act.

119. 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.

A.D. 1882.

The SCHEDULE referred to in the foregoing Act.

Articles of Agreement made the 11th day of February 1879 between the Plymouth and Dartmoor Railway Company (herein-after called the Plymouth Company) of the one part and the London and South-western Railway Company (herein-after called the South-western Company) of the other part.

Article 1. These articles are made in exercise of the powers conferred on the respective companies by the several Acts of Parliament authorising them respectively in that behalf.

Article 2. The Plymouth Company shall at their own expense acquire the necessary lands as shown upon the signed plans herein-after referred to and to the reasonable satisfaction of the South-western Company's engineer complete in accordance with the plans sections specification and bills of quantities signed by Richard Frederick Church and William Jacomb the engineers of the respective companies the various railways mentioned in the Schedule A. hereunder written (and which with the sidings approaches works signals and conveniences connected therewith as shown and described in the above-named plans sections specification and bill of quantities are herein-after referred to as the scheduled railways) so that they shall be completed within the time limited by the Plymouth and Dartmoor Railway (Plymouth Extensions) Act 1875 in a thoroughly safe efficient and proper condition for all purposes of goods and mineral traffic.

Article 3. The scheduled railways shall be opened by the South-western Company for traffic so soon as they are completed to the reasonable satisfaction of the engineer of the South-western Company.

Article 4. The scheduled railways shall from the time of their being opened for traffic until the Plymouth Company and the South-western Company otherwise agree be exclusively and efficiently manned worked stocked controlled managed maintained and except as herein provided used by and at the expense and risk of the South-western Company as part of their own system and the South-western Company shall pay all tenants taxes or rates and outgoings in respect of the scheduled railways including Government duty if any and also including yearly rentcharges of 100*l.* and 1*l.* respectively payable to Lord Graves and Sparrow.

Article 5. The South-western Company shall permit the South Devon Railway Company to lay down the broad gauge in the manner and on the terms mentioned in section 31 of the Plymouth and Dartmoor (Plymouth Extension) Act 1875 and to run over and use such portions of the scheduled railways described in section 41 of that Act as are shown on the plans and sections hereunto annexed.

Article 6. The South-western Company shall alone have the power of fixing levying and receiving the rates and tolls chargeable in respect of the scheduled

railways The rights of the Plymouth Company as herein-after provided by clause 8 only excepted.

Article 7. There shall be paid to the credit of a fund in these articles called the Plymouth and Dartmoor Fund to be constituted immediately after the completion of the scheduled railways the following sums:—

(A) The actual receipts in respect of the use of the scheduled railways by the South Devon Railway Company;

(B) The actual receipts in respect of the scheduled railways by the South-western Company;

(C) The actual receipts (if any) in respect of the scheduled railways by the Plymouth Company; and

(D) Such an amount of rebate or allowance out of the actual receipts by the South-western Company in respect of the traffic passing to or from the scheduled railways and from traffic passing to or from those railways from or to any station on the system of the South-western Company as will together with the receipts mentioned in sub-sections (A) (B) and (C) make up sufficient to meet and make the payments in the sub-section (E) of this article mentioned.

And there shall be half-yearly on the 30th day of June and the 31st day of December in each year or within fourteen days after either of those days paid out of the Plymouth and Dartmoor Fund—

(E) Such a sum as will be equal to 4½ per centum per annum on the cost price not exceeding in the whole 30,000*l.* exclusive of the said rentcharges of the scheduled railways and such cost price may include within that maximum sum the charges and expenses of and incident to the obtaining of the powers to construct the scheduled railways as well as the cost of engineer surveyor law officer and general expenses including the costs of placing the shares or stock all which are estimated as per Schedule B. annexed hereto to the Plymouth Company;

(F) The balance of the Plymouth and Dartmoor Fund after making the payment in the sub-section (E) mentioned to the South-western Company.

Article 8. The Plymouth Company shall have the exclusive use of the quays coloured red on the plan marked Drawing No. 2 which has been signed in duplicate by and whereof one copy is retained by David Saurey Derry on behalf of the Plymouth Company and by Frederick Clarke on behalf of the South-western Company and are to have full power to run over and use either with engine or horse-power but only for traffic to or from the Plymouth and Dartmoor Railway and its connexions exclusive of traffic arising on Great Western Railway so much of the scheduled railways as is necessary to give access to the said quays free of all toll or payment for such use but subject to the rules regulations and supervision of the South-western Company.

Article 9. The South-western Company to have the option within three years from the completion and opening for public traffic of the scheduled railways—

(A) Of claiming a lease for any term not exceeding 999 years of the scheduled railways at an annual rent equal to the annual amount payable under sub-section (E) of Article 7 hereof and on terms in other respects analogous to the terms of the working arrangement to be effected under these heads; or

A.D. 1882.

(B) Of purchasing the scheduled railways in consideration of so much preferential stock of the South-western Company as would yield to the Plymouth Company the same annual income as the annual amount payable under sub-section (E) of Article 7 above mentioned.

Article 10. In the event of the South-western Company exercising the option either of lease or purchase in the foregoing article mentioned and of any application to Parliament for sanctioning the same the Plymouth Company shall at their own expense in all things consent to and do all that may be necessary to actively support the same.

Article 11. All differences of opinion between the Plymouth Company and the South-western Company as to the meaning or fulfilment of these articles or any part thereof shall in case of difference between them be settled by an umpire to be named by them within thirty days after notice in writing given by one company to the other of a desire to have such umpire named and if at the expiration of such period of thirty days no umpire be agreed upon then such differences shall be settled by arbitration in conformity with the provisions of the Railway Companies Arbitration Act 1859 As witness the respective seals of the Plymouth Company and the South-western Company the day and year first above written.

THE SCHEDULE A REFERRED TO:—

1. A Railway (No. 1) three furlongs seven chains and thirteen yards in length commencing in the parish of Charles otherwise Charles the Martyr Plymouth by a junction with the main narrow gauge line of rails of the railway of the Company at a point distant two and a quarter chains or thereabouts measured in a southerly direction from the southern face of the tunnel or archway carrying the road known as the Embankment Road from Plymouth to the Laira Bridge over that railway and terminating in the parish of Laira Green in land in the occupation of the Devon and Cornwall Railway Company numbered 15 in the said parish of Laira Green upon the deposited plans of the Railway No. 1 (Friary Station Branch) authorised by the Devon and Cornwall Railway (Extensions to Plymouth and Devonport) Act 1873.

2. A Railway (No. 2) three furlongs and nine chains in length commencing in the said parish of Charles otherwise Charles the Martyr Plymouth by a junction with the railway of the Company at the termination thereof on the quay situate in front of the dwelling-houses known by the name of Prince Rock Row and terminating in the same parish at a point one and a half chains or thereabouts to the westward of Catdown Lane.

3. A Railway (No. 3) one furlong one chain and three yards in length commencing in the said parish of Charles otherwise Charles the Martyr Plymouth by a junction with Railway No. 2 at the termination thereof and terminating in the same parish on the quay situate to the southward of the chemical works of Messieurs James Gibbs and Company at Catdown and at a point two chains or thereabouts measured in a south-westerly direction therefrom.

4. That portion of the Plymouth and Dartmoor Railway now existing (but as diverted and altered) situated between the commencement of the Railway No. 1 and the commencement of the Railway No. 2 both above described.

SCHEDULE B referred to.

Plymouth and Dartmoor—Plymouth Extensions.

Details of Expenditure (paid or estimated):—

		£	s.	d.
Parliamentary expenses	paid	1,150	0	0
Estimated to pay	say	150	0	0
Land	paid	1,617	7	6
To pay estimate	say	500	0	0
Lord Graves' rentcharge 100*l.* a year.				
Sparrow's executors (ditto) 1*l.*				
Works and materials	paid	4,150	2	0
Ditto ditto	say	14,523	0	0
Permanent rails chains &c. narrow gauge only	say	1,150	0	0
Quay wall	say	1,500	0	0
Law vendor and purchaser	say	350	0	0
Surveyor	say	150	0	0
Engineer	say	1,050	0	0
Office and incidentals	say	250	0	0
		26,540	0	0
Contingencies 10 per cent. inclusive of expenditure in placing the shares or stock	say	2,650	0	0
		£29,190	0	0

DAVID S. DERRY
Secretary to the Plymouth and
Dartmoor Railway Company.

Common Seal of the Plymouth and Dartmoor Company.

Common Seal of the South-western Railway Company.

LONDON: Printed by George E. B. Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1882.