ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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Cap. ciii.

An Act for authorizing the *London and South-western* Railway Company to make and maintain a Railway from their Main Line of Railway at *Pirbright* by *Aldershot* to *Farnham*; and for other Purposes. [19th *June* 1865.]

WHEREAS the making and maintaining of a Railway from the Main Line of Railway of the *London and South-western* Railway Company (in this Act called "the Company") by *Aldershot* to join the *Farnham and Alton* Railway of the Company at *Farnham* would be of local and public Advantage: And whereas the Company are willing at their own Expense to carry the Undertaking into execution: And whereas it is expedient that the Company be authorized to raise Monies for the Purposes of this Act: And whereas Plans and Sections of the intended Railway showing the Line and Levels thereof, and the Lands in which the Railway is intended to be made, and Books of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Southampton*, and those Plans, Sections,

and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*South-western* (*Aldershot*) Railway Act, 1865."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway) of "The Railways Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Part respectively are by this Act expressly excepted or varied,) are respectively incorporated with this Act.

Part of 8 & 9 Vict. c. 16. incorporated.

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

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

With respect to the Transfer or Transmission of Shares:

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

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

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

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

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

With respect to the Consolidation of Shares into Stock:

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

Interpretation of Terms.

4. In construing in connexion with this Act the Acts and Parts of Acts incorporated herewith the Term "Superior Courts" includes any Court of competent Jurisdiction as in this Act defined; and in this Act the Expression "Court of competent Jurisdiction," or any other like Expression, shall be read and have effect as if the Debt

or

or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

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

5. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

Power to raise additional Capital by new Shares or new Stock.

6. The Company from Time to Time, with the Sanction of at least Three Fifths of the Votes of the Shareholders present in person or by proxy at an Extraordinary General Meeting of the Company specially convened for the Purpose, may raise for the Purposes of this Act by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential or both, any Sums not exceeding in the whole One hundred and sixty thousand Pounds, and in addition to and as Part of the Capital of the Company which they are now authorized to raise by Shares or Stock.

Shares not to issue until One Fifth paid up.

7. It shall not be lawful for the Company to issue any Shares created under this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth Part of the Amount of such Share is paid up in respect thereof.

Saving for existing preferential Shares or Stock.

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

Provisions of 25 & 26 Vict. c. xlii. as to Shares and Stock apply to Shares and Stock under this Act.

9. The Provisions of Sections 49 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 Portions of Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the Company, and the Shares and Stock which by this Act they are authorized to create and issue.

Provisions of 21 & 22 Vict. c. lxxxix., 25 & 26 Vict. c. xlii., and

10. The Provisions of Sections 99 to 105 (both inclusive) of "The *South-western* Railway (Works and Capital) Act, 1858," and of Sections 71 to 79 (both inclusive) of "The *South-western* Railway

26 & 27 Vict. c. xc., as to Debenture Stock, apply to Mortgages under this Act.

way (Additional Powers) Act, 1862," and of Section 115 of "The *South-western* Railway Act, 1863," with respect to Debenture Stock, extend to this Act with respect to the Mortgages by this Act authorized.

Power to borrow on Mortgage.

11. The Company from Time to Time may borrow on Mortgage for the Purposes of this Act any Sums not exceeding in the whole, in addition to the Sums which they are already authorized to borrow, Fifty-three thousand three hundred and thirty Pounds; provided that the Company shall not borrow any Part thereof until the whole of the additional Capital of One hundred and sixty thousand Pounds by this Act authorized is subscribed for or taken, and One Half thereof is actually paid up, and the Company shall 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 the Capital by this Act authorized have been issued and accepted, and One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each Share has been paid on or before the Issue of the same, and that such Shares are *bonâ fide* held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Priority of now existing Mortgages.

12. Provided, That the Mortgages of the Company granted before the passing of this Act and now in force shall while in force have Priority over all Mortgages granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

13. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Four thousand Pounds.

Application of Monies.

14. All Monies raised under the Powers of this Act, either by Shares or by borrowing, shall be applied for the Purposes of this Act, and for no other Purpose.

Power to take and use Lands for Works authorized by Act.

15. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use for the Purposes of the Railway and Works by this Act authorized such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think requisite.

Notice to be given of

16. Not less than Eight Weeks before the Company take in any Parish or Place Houses amounting to Fifteen in Number or more occupied

occupied wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, they shall 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 the Company have made known their Intention to take the same in manner herein-before required. taking Houses of Labouring Classes.

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

18. In addition to the Lands which the Company are by this Act authorized to purchase compulsorily, the Company from Time to Time by Agreement may purchase or acquire for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act, any Quantity of Land not exceeding Five Acres. Lands for extraordinary Purposes.

19. Subject to the Provisions of this Act, the Company from Time to Time may make and maintain in the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, the Railway and Works by this Act authorized, and so far as they are shown on the deposited Plans and Sections may make and maintain them in the Lines and in accordance with the Levels shown thereon. Power to make Works authorized by Act.

20. The Railway and Works by this Act authorized comprise the following Railway, Branch Railways, and Works, with all proper and sufficient Sidings, Stations, Buildings, Yards, Bridges, Viaducts, Roads, Approaches, Works, and Conveniences connected therewith; that is to say, Railway and Works authorized by Act.

(A.) A Railway (No. 1.) commencing from and out of the Main Line of Railway of the Company in the Parish of *Pirbright* in the County of *Surrey*, and terminating by a Junction with the *Farnham and Alton* Railway of the Company in the Parish of *Farnham* in the same County:

(B.) A Railway (No. 2.) wholly in the Parish of *Pirbright* commencing from and out of the Railway No. 1, and terminating by a Junction with the same Main Line of Railway:

(C.) A Railway (No. 3.) commencing from and out of the Railway No. 1. in the Parish of *Aldershot* in the County of *Southampton*, and terminating by a Junction with the *Reading, Guildford, and Reigate* Railway of the *South-eastern* Railway Company in the Parish of *Ash* in the County of *Surrey*.

As to Arch for carrying Railway No. 1. over Road 31 in Aldershot.

21. The Width of the Arch for carrying the Railway (No. 1.) over the public Road numbered on the deposited Plans 31 in the Parish of *Aldershot* shall be such as to leave thereunder a clear Space of not less than Thirty-six Feet.

For Protection of the Basingstoke Canal.

22. And whereas it is intended that the Railway (No. 1.) by this Act authorized shall be carried over the *Basingstoke* Canal at Two Places, one in the Parish of *Aldershot* in the County of *Southampton*, and the other in the Parish of *Ash* in the County of *Surrey*, and the said Canal or some of the Works, Land, and Property of the Company of Proprietors of the *Basingstoke* Canal Navigation (herein-after called the Canal Company) in the Parish of *Pirbright* may also be taken or interfered with for the Purposes of the proposed Railways or One of them, and it is expedient that Provisions should be made for the Protection of the Canal, Towing-paths, Lands, Works, and Property of the Canal Company: Therefore the following Regulations and Stipulations shall be obligatory on and be observed by the Company in executing the Powers of this Act:

(A.) Railway (No. 1.) shall be carried over the Canal in the Parishes of *Aldershot* and *Ash* respectively, and the Towing-paths and Banks belonging thereto, by means of Bridges, each of which shall be so constructed as to give a clear Headway throughout the Span or Opening of Nine Feet at the least above the Top-water Level of the Canal, and the Bridge to be carried over the Canal in the Parish of *Ash* shall be so constructed as to leave a clear Width of Opening of Twenty-seven Feet, which Opening shall include a Towing-path and Bank or Footpath of Six and a Half Feet and Three and a Half Feet respectively, and a Waterway for Barges of Seventeen Feet, the Centre of which Waterway shall be in the Centre of the Line of the present Canal, and such Bridges respectively shall at all Times be maintained and kept in repair by the Company:

(B.) In respect of the Bridge to be constructed for carrying the Railway (No. 1.) over the Canal in the Parish of *Aldershot*, if the Company shall at any Time hereafter be desirous of constructing the Abutments or any Portion of the Bridge Works within the outer Edges of the Top of the Canal Embankment, the Bridge shall be so constructed as to leave a clear Width of Opening of not less than Twenty-seven Feet for Purposes similar to those herein-before defined in respect of the Bridge to be constructed over the Canal in the Parish of *Ash*, and no Part of the Bridge Works shall be executed below the Surface of the Ground except in the Months of *June*, *July*, and *August*, or some or one of them; and in order to facilitate the making or leaving of a sound

and

and Water-tight Canal Channel the Company may, after giving One Month's Notice in Writing to the Canal Company of such their Intention, lay dry for any Period (within the Months aforesaid) not exceeding Fourteen clear Days such Portions and Length of the Bed of the Canal as may be actually necessary for the proper Execution of their Works; and for the Exercise of such Right to lay the Canal dry, and in satisfaction of all Loss and Inconvenience occasioned thereby to the Canal Company, or the Traffic on the Canal, the Company shall pay to the Canal Company at the Rate of Twenty-four Pounds for each Day during which the Traffic on the Canal shall be thereby interrupted by way of ascertained Damages:

(C.) All Works which may be constructed by the Company within the outer Edges of the Top of the Canal Embankment shall be executed under the Superintendence and to the reasonable Satisfaction of the Engineer for the Time being to the Canal Company, and the Position of the Dams which may be necessary to be constructed for the Purpose of letting off the Water shall be placed at such Intervals as shall be approved by such Engineer; and the Company shall, One Calendar Month at least previously to commencing such respective Works, deposit at the Office of the Canal Company Working Drawings of such Works, and shall not execute or commence the Construction of any such Works until such Working Drawings are approved of by the Engineer for the Time being to the Canal Company, and such Works shall be executed only in accordance with the Working Drawings so approved by the Engineer: Provided always, that in case the Engineer to the Company and the Engineer to the Canal Company fail to agree upon or sign such Working Drawings within Twenty-one Days after the Deposit thereof, then such Works shall be executed only in accordance with a Working Drawing to be approved and signed within Twenty-one Days after the Appointment by an Engineer to be jointly appointed by them in Writing under their Hands within Seven Days after the Expiration of the first-mentioned Period of Twenty-one Days, or in case of Failure so to appoint or so to approve and sign, then by an Engineer to be appointed on the Application of either of the Companies by the Board of Trade:

(D.) All reasonable Costs, Charges, and Expenses to which the Canal Company shall be put with reference to any Works to be constructed within the outer Edges of the Top of the Canal Embankment shall be repaid to them by the Company:

(E.) The Company shall not by the Construction of either of such Bridges, or of any other Works affecting the Canal under this Act, or by the Exercise of any of the Powers hereby vested in them, diminish the Depth of the Canal to less than Four Feet Six Inches below the Top Level thereof, or do any Damage to such Canal, Towing-path, or Banks to render such Canal in any Place leaky:

(F.) In constructing the Railways (No. 1.) and (No. 2.) in the Parish of *Pirbright* the Company shall avoid all Interference with the Canal or any of the Locks or Works or the Towing-path thereof, and shall construct and maintain either a Sod Bank or Wall between the Railway (No. 2.) and the Canal for the Protection of the Canal and the Works thereof from Danger arising from the Railway:

(G.) If the Canal shall during the Execution of the Railway or the Works connected therewith, or at any Time thereafter, (except as regards the Period of Fourteen Days during which the Company are to be at liberty to lay a Portion of the Canal dry pursuant to the special Provisions herein-before contained,) be thereby obstructed or impeded by any Act, Deed, Work, or Neglect of the Company, so that the Barges, Boats, and Horses navigating the same shall not be able to pass along the same, then and in any or either of the said Cases the Company shall pay to the Canal Company the Sum of Twenty-four Pounds for every Twenty-four Hours during which such Obstruction shall continue on the Canal as or by way of ascertained Damages, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum on Demand made of the Secretary of the Company the Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company by Action of Debt or on the Case in any Court of competent Jurisdiction; and in case the Railway and Works over or adjoining to the Canal shall not at any Time after the Execution thereof be kept in good and substantial Repair, so as to prevent all Damage to the Canal or its Works, the Canal Company may after Five Days Notice to the Company do the needful Repairs to the same, and recover the Amount of all Expenses thereof from the Company in manner lastly herein mentioned:

(H.) If any Damage or Injury shall result to the Canal, Towing-paths, Banks, or Works of the Canal Company from any of the Works by this Act authorized, either during the Construction thereof or at any Time thereafter, then and in every such Case the Company shall pay to the Canal Company

Company Compensation for such Damages as they shall have incurred in that Behalf; and in case the Amount of such Compensation shall be disputed, such Question of disputed Compensation shall be determined in manner provided for the Ascertainment of the Amount of disputed Compensation by the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," and the Amount of such Compensation shall be recoverable by the Canal Company from the Company by Action of Debt or on the Case in any Court of competent Jurisdiction.

Company to make and maintain Junctions and Sidings in Aldershot and Ash if required by the Secretary of State for War.

23. The Company shall, on the Requirement from Time to Time of Her Majesty's Secretary of State for War by Writing under his Hand, make and thereafter maintain so long as may be required such convenient Junction or Junctions as shall be so required between that Part of the Railway (No. 1.) by this Act authorized which shall be formed on Lands in the Parishes of *Aldershot* and *Ash* vested in the said Principal Secretary in trust for Her Majesty for public Purposes, and any Siding or Branch Railway which shall from Time to Time be constructed for the Public Service by Her Majesty's Secretary of State for War.

Secretary of State for War may require Bridges and Arches.

24. The Company shall, on the Requirement from Time to Time of Her Majesty's Secretary of State for War by Writing under his Hand, make and thereafter maintain such Bridge or Bridges over and such Arch or Arches under the Railway (No. 1.) by this Act authorized, where it is constructed through Lands so vested in the said Principal Secretary in trust as aforesaid, as in the Judgment of the said Principal Secretary are from Time to Time necessary and proper to be made and maintained as Communications between the Lands so vested in him situate on the opposite Sides of the Railway and severed thereby.

As to Bridge over Basingstoke Canal.

25. The Bridge for carrying the Railway (No. 1.) over the *Basingstoke* Canal in the Parish of *Ash* shall be so made and maintained as that there shall be a Part thereof, not less than Six Feet in Width, not used for the laying down of the Railway or the Passage of Trains over it, available for the passing over the same of Her Majesty's Troops and for all other Purposes of the War Department, and that Part of the Bridge may be from Time to Time used accordingly for the Purposes aforesaid.

Mode of crossing Reading Branch of the South-eastern Railway.

26. The Company shall carry the Railway No. 1. over and across the *Reading, Guildford, and Reigate* Railway of the *South-eastern* Railway Company (herein referred to as the *Reading* Branch) by means of a Bridge of One Span of Twenty-eight Feet at least in every Part

Part thereof, measured at Right Angles with the Rails of the *Reading* Branch, and having in every Part thereof a clear Space of at least Fourteen Feet in Height above the Surface of those Rails.

Plans, &c. of Bridge over Reading Branch to be approved of by South-eastern Railway Company.

27. The Bridge by which the Railway No. 1. shall be carried over and across the *Reading* Branch shall be constructed in such a Manner only as not to interfere with the Use of that Railway and the Passage of the Traffic thereon, and all the Works necessary for such Purpose shall be executed under the Direction and to the reasonable Satisfaction of the Engineer of the *South-eastern* Railway Company, and according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *South-eastern* Railway Company, and to be approved of by him in Writing under his Hand before any of the Works are begun, or, in case of Difference, by an Engineer to be appointed by the Board of Trade.

As to Repair of Bridge over Reading Branch.

28. The Company shall at all Times maintain the Bridge by which the Railway No. 1. shall be carried over the *Reading* Branch in complete and substantial Repair, Order, and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *South-eastern* Railway Company; and if and whenever the Company fail so to do, the *South-eastern* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, such Works and Things as the *South-eastern* Railway Company may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *South-eastern* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *South-eastern* Railway Company with reference to any Matter comprised in or referred to in this Section, the Matter in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade upon the Application of either Company.

Company to pay the South-eastern Expenses of Watchmen.

29. During the Construction of the Railway No. 1. by this Act authorized over and adjacent to the *Reading* Branch, the Company shall bear and, on Demand, pay to the *South-eastern* Railway Company the reasonable Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, so far as may be, all Interference, Obstruction, Danger, and Accidents to arise from any of the Operations of the Company, or from the Acts or Defaults of their Contractors,

Contractors, or of any Person or Persons in the Employ of the Company or their Contractors.

Traffic on the South-eastern Railway not to be interfered with.

30. The Company shall not, in the Exercise of any of the Powers of this Act, alter the Levels of the *Reading* Branch, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use thereof; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of the *Reading* Branch shall be obstructed, hindered, or interfered with in consequence of any Act or Omission of the Company, the Company shall pay Compensation in respect thereof to the *South-eastern* Railway Company, and the same shall be recoverable by that Company in any Court of competent Jurisdiction.

Company to acquire only Easements in Lands of South-eastern Railway Company.

31. With respect to any Land of the *South-eastern* Railway Company which the Company are by this Act from Time to Time authorized to take, use, enter upon, or interfere with for the Purpose of constructing the Railway No. 1, the Company shall not purchase and take the same, but the Company may purchase and take, and the *South-eastern* Railway 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; and it shall not be lawful for the Company for the Purpose of constructing the Railway No. 1. to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to the *South-eastern* Railway Company, or which that Company are authorized to acquire, or to alter, vary, or interfere with the *Reading* Branch or the Works connected therewith, further or otherwise than is necessary for constructing the Railways by this Act authorized, unless with the Consent in every Instance for that Purpose first had and obtained of the *South-eastern* Railway Company under their Common Seal.

Period for Completion of Works.

32. The Railways by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act given to the Company with respect to the making of the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Penalty for Non-completion of Works within Period limited.

33. After the Expiration of the Period by this Act limited for the Completion of the Railway, if it be not then completed, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railway is completed and opened for public Traffic, but no Penalty shall accrue in respect of any Time during which it appears by

by a Certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the Railway 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.

Tolls on Railway.

34. The Company from Time to Time may demand and take in respect of the Railway by this Act authorized, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the Company, or any of them, the Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Company's Main Line of Railway, and in like Manner and with and subject to like Powers and Provisions in all respects as if the Railway by this Act authorized were Part of that Main Line.

Maximum Charges.

35. Provided, That the maximum Charges to be made by the Company with respect to the Tolls, Fares, Rates, and Charges for the User of the Railway or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same respectively, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in force with respect to the Company's Main Line of Railway.

South-eastern Company may use Railway No. 3. and Part of Railway No. 1.

36. The *South-eastern* Railway Company may work over and use with their Engines and Carriages, and their Officers and Servants, the Railway No. 3. by this Act authorized, and that Part of the Railway No. 1. by this Act authorized which is situate between the *Aldershot* Station thereon and the Junction between those respective Railways No. 1. and No. 3., inclusive of that Station and Junction, together with all Stations, Junctions, Sidings, Watering Places, Roads, Yards, Works, and Conveniences from Time to Time belonging to that Railway and Portion of Railway respectively, and may appoint and employ at each or any of those Stations One Booking Clerk for Passengers and One Booking Clerk for Goods as they from Time to Time think fit, and the Company shall afford all requisite Facilities and Accommodation for the Purpose; and the Terms and Conditions on which the *South-eastern* Railway Company shall be entitled to work over and use that Railway and Portion of Railway respectively, and the Stations, Works, and Conveniences connected therewith, shall be such Terms and

and Conditions, pecuniary or otherwise, as those Companies from Time to Time agree on, or as, failing Agreement between them, are from Time to Time determined by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859:" Provided always, that if at any Time the Company have more than One Station in the Parish of *Aldershot*, the Powers by this Section granted to the *South-eastern* Railway Company shall extend to the Southernmost of those Stations, and no further.

Terms and Conditions of User.

37. When that Railway No. 3. and Portion of Railway No. 1. are completed and open for public Traffic, then if the *South-eastern* Railway Company on any Occasion exercise the Powers granted to them by the last preceding Section, the Company for ever thereafter may work over and use with their Engines and Carriages, and with their Officers and Servants, that Part of the *Reading, Guildford, and Reigate* Railway of the *South-eastern* Railway Company which lies between the Point where that Railway joins the *Farnham and Alton* Railway of the Company called *Ash* Junction and the *North Camp* (*Aldershot*) Station of the *South-eastern* Railway Company (inclusive of that Station and Junction), together with all Stations, Junctions, Sidings, Watering Places, Roads, Yards, Works, and Conveniences from Time to Time belonging to that Portion of Railway respectively, and may appoint and employ at each or any of those Stations One Booking Clerk for Passengers and One Booking Clerk for Goods as they from Time to Time think fit, and the *South-eastern* Railway Company shall afford all requisite Facilities and Accommodation for the Purpose; and the Terms and Conditions on which the Company shall be entitled to work over and use the last-mentioned Portion of Railway, Stations, Works, and Conveniences shall be such Terms and Conditions, pecuniary or otherwise, as those Companies from Time to Time agree on, or as, failing Agreement between them, are from Time to Time determined by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859."

Saving Rights of the South-eastern Railway Company.

38. Provided always, That, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *South-eastern* Railway Company.

Interest not to be paid out of Capital.

39. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend on the Amount of Calls made in respect of Shares; provided that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as is in conformity with

the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

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

40. The Company shall not, out of any Monies by this Act or any other Act relating to the Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by the Standing Orders of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for an Act authorizing the Company to make any other Railway, or execute any other Work or Undertaking.

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

41. Nothing in this Act contained shall exempt the Railway or any other Railway of the Company from the Provisions of any present or future General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act or any other Act relating to the respective Railway authorized, or of the Rates for small Parcels thereby authorized.

Saving Rights of Company.

42. Except as is by this Act expressly provided, this Act shall not take away, lessen, prejudice, or alter any of the Estates, Interests, Rights, Powers, Privileges, and Authorities of the Company.

Expenses of Act.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.