ANNO VICESIMO TERTIO & VICESIMO QUARTO

# VICTORIÆ REGINÆ.

************************************************

## *Cap.* clxxxv.

**An Act for authorizing the *London and South-western* Railway Company to alter their *Kingston Bridge* Line; and for authorizing divers Arrangements between them and other Companies; and for other Purposes. [6th *August* 1860.]**

WHEREAS by the "*South-western* Railway Act, 1859," the *London and South-western* Railway Company (in this Act called "the Company") were authorized to make a Railway therein called "the *Kingston Bridge* Line," being a Railway commencing in the Parish of *Twickenham* in the County of *Middlesex* by a Junction with the Main Line of the *Windsor* Railway near to the *Twickenham* Station, and terminating in the Parish of *Hampton* in the County of *Middlesex* near to the *Middlesex* Foot of *Kingston Bridge:* And whereas it is expedient that the Company be authorized to abandon the making of a Portion of the *Kingston Bridge* Line, and to make instead thereof a Portion of Railway in continuation of that Portion of the *Kingston Bridge* Line which is not by this Act authorized to be abandoned, and thence over and across the River *Thames* to *Kingston-upon-Thames* in the County of *Surrey:* And whereas by "The *Portsmouth* Railway (Amend-

22 & 23 Vict. c. xliv.

21 & 22 Vict. c. ci.

(Amendment) Act, 1858," the *Portsmouth* Railway Company (in this Act called "the *Portsmouth* Company") were authorized (Section Three) to make and maintain a Railway in the Parish of *Havant*, commencing by a Junction with the *Portsmouth* Railway, and terminating by a Junction with the Railway belonging jointly to the Company and the *London, Brighton, and South Coast* Railway Company (in this Act called "the *Brighton* Company"), and a Branch Railway therefrom to a Junction with that Joint Railway, and (Section Thirty-five) Provision was made with respect to the User by the *Portsmouth* Company of Portions near to *Portsmouth* of the Railways of the *Brighton* Company and the Company respectively, and their Joint Railway and the Stations connected therewith, but with a Restriction as to the User by the *Portsmouth* Company of the Joint Station of the *Brighton* Company and the Company at *Landport* in the Parish of *Portsea*, and (Section Thirty-six), failing Agreement between the *Portsmouth* Company and the Owners of that Joint Station at *Landport*, for the Purchase by the *Portsmouth* Company of Lands at *Portsea* for an independent Station, and the Erection by them of Buildings thereon: And whereas by "The *London and South-western* (*Portsmouth* Railway Amalgamation) Act, 1859," Provision was made for the Amalgamation of the Undertaking, Railway, and Property of the *Portsmouth* Company with the Undertaking, Railway, and Property of the Company, and the Amalgamation is about to be effected: And whereas the *Brighton* Company have relaid Rails on a Portion of their Railway near to *Havant*, and the Company have the User of those Rails and of a Portion of Railway belonging to the *Brighton* Company near thereto, and the making of the Railways near to *Havant* is therefore needless, and by reason of the intended Amalgamation the making of the independent Station at *Portsea*, which by "The *Portsmouth* Railway (Amendment) Act, 1858," the *Portsmouth* Company were authorized to make, is needless, and it is expedient that the Powers and Provisions of that Act with respect to the making of the same be repealed: And whereas the Acts (Local) of Eighteen and Nineteen *Victoria*, Chapter One hundred and ninety-two, and Nineteen and Twenty *Victoria*, Chapter One hundred and twelve, and Twenty-one and Twenty-two *Victoria*, Chapter Fifty, have been passed with respect to the *Stokes Bay* Railway and Pier Company (in this Act called "the *Stokes Bay* Company"): And whereas it is expedient that Provision be made for the Maintenance, Management, and working, and also for the Acquisition by the Company of the Undertaking, Railway, and Property of the *Stokes Bay* Railway: And whereas the Act (Local) of Twenty and Twenty-one *Victoria*, Chapter Seventy-two, has been passed with respect to the *Wimbledon and Dorking* Railway Company (in this Act called "the *Wimbledon* Company"): And whereas the Act (Local) of Nineteen and Twenty *Victoria*, Chapter Ninety-two, has been passed with respect to the *Epsom and Leatherhead* Railway Company (in this Act called "the *Epsom and Leatherhead* Company"): And whereas the Act (Local) of Twenty-two and Twenty-three *Victoria*, Chapter

22 & 23 Vict. c. xxxi.

*South-western Railway (General) Act*, 1860.

Chapter Three, has been passed with respect to the *Wimbledon* Company and the *Epsom and Leatherhead* Company: And whereas by the Act (Local) of Twenty and Twenty-one *Victoria*, Chapter Seventy-two, the Company are authorized to enter into and carry into effect Traffic Arrangements with the *Wimbledon* Company: And whereas by the "*South-western* Railway (Works and Capital) Act, 1858," the Company are authorized to enter into and carry into effect Arrangements for the Maintenance and working by the Company of the Railway of the *Wimbledon* Company (in that Act called "the *Epsom* Company"), and to take and hold Shares of the Capital of the *Wimbledon* Company, and to lend Money to the *Wimbledon* Company, and to appoint Two Directors of the *Wimbledon* Company: And whereas the Company are working the Railway of the *Wimbledon* Company, which commences by a Junction with the *London and South-western* Railway (in this Act called "the *South-western* Railway"), and terminates at *Epsom*: And whereas an Agreement, dated the Sixteenth Day of *March* One thousand eight hundred and fifty-nine, of which a Copy is given in the First Schedule to this Act annexed, has been entered into between the *Wimbledon* Company and the Company; and it is expedient that that Agreement be confirmed: And whereas the Company are working over the Railway of the *Epsom and Leatherhead* Company, which commences at *Epsom* and terminates at *Leatherhead*: And whereas the Acts (Local) Nineteen and Twenty *Victoria*, Chapter Seventy-one, and Twenty-two and Twenty-three *Victoria*, Chapter Fifteen, have been passed with respect to the *Lymington* Railway Company (in this Act called "the *Lymington* Company"): And whereas by the Act (Local) Nineteen and Twenty *Victoria*, Chapter Seventy-one, Provision was made for the User by the Company of the *Lymington* Railway (which commences by a Junction with the *South-western* Railway), and of other Works of the *Lymington* Company, and the Company accordingly are working over the *Lymington* Railway: And whereas it is expedient that Provision be made for a Lease or Transfer of the Undertaking, Railway, Works, and Property of the *Lymington* Company to the Company: And whereas the Acts (Local) of Eighteen and Nineteen *Victoria*, Chapter One hundred and twenty-two, Twenty and Twenty-one *Victoria*, Chapter Twenty-four, and Twenty-one and Twenty-two *Victoria*, Chapter Fifty-six, have been passed with respect to the *Exeter and Exmouth* Railway Company (in this Act called "the *Exmouth* Company"): And whereas, by the Act of Twenty-one and Twenty-two *Victoria*, Chapter Fifty-six, Provision was made for the working and User by the Company of the *Exeter and Exmouth* Railway (which commences by a Junction with the *Exeter* Extension of the *South-western* Railway), and it has accordingly been agreed that the Company shall work and use the *Exeter and Exmouth* Railway: And whereas it is expedient that Provision be made for a Lease or Transfer of the Undertaking, Railway, Works, and Property of the *Exmouth* Company to the Company: And whereas by "The *London and South-western* Railway Companies (Amend-

21 & 22 Vict. c. lxxxix.

11 & 12 Vict. c. cxxv.

(Amendment) Act, 1848," Provision was made for the providing and working by the Company of Steam Vessels for navigating between *English* and *French* Ports and the *Channel Islands*, and for the making by the Company of Charges for the Conveyance of Passengers therein, for the Period of Fourteen Years after the passing of the reciting Act, and which Period will expire on the Fourteenth Day of *August* One thousand eight hundred and sixty-two; and it is expedient that those Provisions be made perpetual, subject to the Provisions herein-after

19 & 20 Vict. c. cxx. contained: And whereas, by the "*London and South-western Exeter Extension* Act, 1856," the Company were authorized to subscribe not exceeding One hundred thousand Pounds towards the Capital of the *Salisbury and Yeovil* Railway Company, but the Company were not

21 & 22 Vict. c. lxxxix. authorized to raise additional Capital for that Purpose: And whereas by the "*South-western* Railway Company (Works and Capital) Act, 1858," the Capital of the Company, as it existed on the Thirtieth Day of *November* One thousand eight hundred and fifty-seven, and, exclusive of their Debenture Stock, was (Section Sixty-seven) declared to be the Amount expressed in that Section, and (Section Sixty-eight) their Capital under the reciting Act, exclusive of their Debenture Stock and Loan converted into Capital, was declared to be the Amount expressed in that Section, and (Section One hundred and six) the total Amount which they were authorized to raise by Stock and Shares and by borrowing was declared to be as follows; namely,

| | £ | *s.* | *d.* |
|---|---|---|---|
| Debenture Stock disposed of before the 30th Day of *November* 1857 - - - | 3,000 | 0 | 0 |
| Preferential Stock at 5*l. per Cent.* - - - | 14,400 | 0 | 0 |
| Preferential Stock 7*l. per Cent.* - - - | 171,276 | 13 | 4 |
| Ordinary Stock, as existing on that Day - - | 7,197,841 | 7 | 11 |
| The Sum which the Company were on that Day authorized to raise by Shares - - - | 215,808 | 12 | 1 |
| The additional Sums by this Act authorized to be raised by new Shares - - - | 300,000 | 0 | 0 |
| The Sum which the Company were on that Day authorized to borrow generally - - - | 2,400,416 | 0 | 0 |
| The Sum which the Company were on that Day authorized to raise for the *Exeter Extension* Railway - - - - | 1,000,000 | 0 | 0 |
| The additional Sum by this Act authorized to be borrowed - - - - - - | 99,584 | 0 | 0 |

making a total Sum of Eleven millions four hundred and two thousand three hundred and twenty-six Pounds Thirteen Shillings and Fourpence: And whereas by the same Act (Section Sixty) the Company were authorized to create Annuities or Stock for the Purpose of acquiring Shares in the *Salisbury and Yeovil* Railway Company: And whereas by "The *London and South-western* Railway (*Portsmouth* Railway Amalgamation) Act, 1859," the Company were authorized to create Annuities or Stock

Stock for the Purposes of the Amalgamation of the Undertaking, Railway, and Property of the *Portsmouth* Company with the Undertaking, Railway, and Property of the Company, and they have accordingly created for the Purpose One hundred and forty-four thousand *South-western* Railway *Portsmouth* Annuities of Two Shillings and Sixpence each: And whereas, by the "*South-western* Railway Act, 1859," the Company were authorized, for the general Purposes of their Undertaking, (Section Thirty-four,) to raise the additional Capital of One hundred thousand Pounds, and (Section Forty) to borrow the additional Sum of Thirty-three thousand Pounds: And whereas since the passing of the "*South-western* Railway (Works and Capital) Act, 1858," Debenture Stock of the Company has been substituted for Debenture Debt, and the total Amount of their Debenture Stock had thereby on the Thirty-first Day of *December* One thousand eight hundred and fifty-nine been increased from Three thousand Pounds to Two hundred and fifty-nine thousand seven hundred and thirty Pounds, or thereabouts, and the total Amount of their Debenture Debt and borrowing Powers have thereby been proportionately reduced, and, under the Authority of that Act, Stock of the Company bearing Four Pounds *per Centum per Annum* Preferential Dividend to the Amount of Forty-seven thousand five hundred and fifty Pounds, or thereabouts, had previously to the Thirty-first Day of *December* One thousand eight hundred and fifty-nine been created, and the Holders of that Stock have an Option of exchanging it for ordinary Consolidated Stock of the Company: And whereas, except as appears by the preceding Recitals, the Capital of the Company on the Thirty-first Day of *December* One thousand eight hundred and fifty-nine was the same as their Capital was declared to be by the recited Provisions of the "*South-western* Railway Company (Works and Capital) Act, 1858:" And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of this Act, and for the Purpose of furnishing the Means of paying their Subscription towards the Capital of the *Salisbury and Yeovil* Railway Company, as authorized by "The *London and South-western Exeter Extension* Act, 1856," and of increasing their Rolling Stock, and enlarging and improving the Metropolitan and other Stations on their System of Railways, and for other general Purposes of their Undertaking: And whereas it is expedient that Provision be made for the voluntary Consolidation of the *South-western* Railway *Portsmouth* Annuities of Two Shillings and Sixpence each into like Annuities of One Pound each: And whereas it is expedient that Provision be made for the voluntary Substitution of Stock of the Company for Annuities of the Company: And whereas it is expedient that Provision be made for the voluntary Consolidation of the several Classes of preferential Stock of the Company into One Class of preferential Stock of the Company, or into ordinary Stock of the Company: And whereas Plans and Sections

of the proposed Railway and Works connected therewith, showing the Lines and Levels thereof respectively, with a Book of Reference to the Plans 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 *Middlesex* and *Surrey*, 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.

I. This Act may for all Purposes be cited as "*South-western* Railway (General) Act, 1860."

8 & 9 Vict. cc. 18. & 20. incorporated.

II. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," (save so far as the Sections and Provisions thereof respectively are expressly varied or excepted by this Act,) are incorporated with this Act.

Same Meanings to Words, &c. in incorporated Acts as in this Act.

III. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided always, that the Expression "Superior Courts" in those Acts includes, for the Purposes of this Act all Courts of competent Jurisdiction, and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

Power to take and use Lands shown on deposited Plans.

IV. For the Purposes of the Railway and Works by this Act authorized, and shown on the deposited Plans, and also for the general Purpose of carrying any of the Provisions of this Act into effect, as the Company from Time to Time require and think fit, but subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference thereto respectively as they think expedient, or may purchase, take, or use any Right, Easement, or Privilege in or affecting those Lands or any of them, without taking any greater Estate or Interest therein.

Powers for compulsory Purchases limited.

V. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of the Railway and Works by this Act authorized, and shown on the deposited Plans, shall not be exercised after the Expiration of Two Years after the passing of this Act.

VI. For

Lands for extraordinary Purposes.

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

Power to use Lands for Purposes of Act.

VII. The Company may use for any of the Purposes of this Act such of the Lands from Time to Time vested in them as they think fit.

Power to make Railway, &c. according to deposited Plans, &c.

VIII. Subject to the Provisions of this Act, the Company from Time to Time may make in the Lines and according to the Levels respectively shown on the deposited Plans and Sections, and in and upon the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, the Railway and Works by this Act authorized.

Railway and Works authorized.

IX. The Railway and Works by this Act authorized comprise the following Railway and Works, with all proper Works, Bridges, and Conveniences connected therewith; (that is to say,) a Railway commencing in the Parish of *Teddington* in the County of *Middlesex* by a Junction with the *Kingston Bridge* Line in a Field numbered Ninety-three in the Parish of *Teddington* on the Plans referred to in the "*South-western* Railway Act, 1859," and deposited with the Clerk of the Peace for the County of *Middlesex* in the Month of *November* One thousand eight hundred and fifty-eight, and crossing over the River *Thames* and terminating in the Parish of *Kingston* otherwise *Kingston-upon Thames* in the County of *Surrey* in a Piece of Garden Ground abutting on the *Richmond Road* leading from *Kingston* to *Richmond*, the Northern Boundary Wall whereof where it abuts upon the Road is Twenty-eight Yards or thereabouts Southward of *Canbury Passage*, leading from the *Richmond Road* to the *Lower Ham Road*.

Limits of Deviation for Works.

X. The Company in the Execution of the Railway and Works by this Act authorized may deviate laterally from the Lines shown on the deposited Plans to any Extent within the Limits of lateral Deviation shown on those Plans.

Station to be made at Hampton Wick.

XI. Before the Company shall open the Railway hereby authorized for public Traffic, they shall make and fit up and shall thenceforth maintain and keep open a Passenger Station at *Hampton Wick* in the County of *Middlesex*, with all Conveniences proper and sufficient for the Accommodation of the Traffic thereat.

As to Construction of Works in Hampton Wick.

XII. In the Construction of the Works hereby authorized in the Parish of *Hampton Wick* in the County of *Middlesex*, the Company shall not lower the Roads in that Parish numbered respectively 18 and 56 below

below the Level shown on the deposited Section, and shall provide for the sufficient Drainage of those Roads where so lowered.

Bridge and Works in the River Thames to be executed under the Direction of the Conservators of the River.

XIII. The Bridge for the Purpose of carrying the Railway across the River *Thames* shall be executed according to a Plan and Elevation and upon a Site to be approved by the Conservators of the River *Thames*, and deposited at their Office, and the Works in the River *Thames* and adjoining thereto shall be executed and performed to the Satisfaction of the Engineer for the Time being of the Conservators, and the clear Height of the Headway under the Centre of each Arch of the said Bridge shall not be less than Twenty-three Feet Ten Inches above the Level of *Trinity* High-water Mark, and the Foundations of the Piers and Abutments of the said Bridge shall be sufficient to allow of any future deepening of the said River to the Extent of at least Five Feet below the present Bed of the River, and the Traffic of the said River *Thames* shall not be interfered with more than may be absolutely necessary in the Construction of the said Bridge and Performance of the said Works, and the Plan of the Coffer Dams for the Piers and Abutments of the said Bridge shall be approved by the Conservators before the same shall be carried into execution.

Land Arches to be provided.

XIV. In crossing that Part of the Land on the *Surrey* Side of the River *Thames* which is overflowed by Land Floods, Two Land Arches, each of which shall be not less than Fifteen Feet Span, shall (if required by the Conservators of the River *Thames*) be constructed to prevent Obstruction to the Escape of such Floods, the Level of the Ground under such Arches not to be raised above the present Level of the Land, and the Height of the Springing of such Arches to be not less than Five Feet above the said Level of the Land, and the Position of the said Arches to be approved by the Conservators in Writing under the Hand of their Secretary.

Sum to be invested before the Bridge is commenced.

XV. Before the said Bridge shall be begun to be erected, the said Company shall and they are hereby required to invest in the Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of *Jonathan Thorp* of *King Street* in the City of *London*, Esquire, *Joseph Turnley* of *Russell Square* in the County of *Middlesex*, Esquire, Admiral *Robert Gordon*, Deputy Master of the *Trinity House*, *Charles Edward Mangles* of *Poyle Park* in the County of *Surrey*, Esquire, and *Matthew Uzielli* of *Hanover Lodge*, *Regent's Park*, in the County of *Middlesex*, Esquire, or the Survivors of them, the Sum of Five thousand Pounds, which Sum, when so invested, together with all Interest and Dividends to accrue therefrom, (and which are hereby directed to be invested from Time to Time as they shall become payable in the said Fund in Accumulation with the said Sum of Five thousand Pounds,) shall be and continue in trust for the Purposes herein-after directed concerning the same;

same; and when and as soon as it shall appear to the Satisfaction of the said Trustees for the Time being, or the Majority of them, that the said Bridge and the Works connected therewith shall be so far erected, built, and made that the said Sum of Money so invested in the Three Pounds *per Centum* Consolidated Bank Annuities, as herein-before directed, together with the Accumulations as aforesaid, will be sufficient to finish and complete the said Bridge and Works, then the said Trustees for the Time being shall and they are hereby authorized and required to transfer the same to the said Company, or as they shall direct to be applied for that Purpose; and in case the said Company shall not, within Five Years from and after the passing of this Act, complete the said Bridge and Works, then the said Sum of Five thousand Pounds, together with the Accumulations herein-before mentioned, shall be applied in removing such Parts of the said Bridge and Works as shall or may be then erected and left unfinished, in such Manner as they the said Trustees for the Time being, or the Majority of them, shall order and direct, or in case the said Company shall, at any Time after the passing of this Act, neglect or omit, for the Space of Six Months in succession after the Commencement of the said Bridge and Works, to proceed with or make reasonable Progress in erecting, building, and making the said Bridge and Works, it shall and may be lawful for the said Trustees for the Time being, or the Majority of them, if they shall in their Discretion think proper, forthwith to apply the said Trust Funds and Accumulations in removing such Part or Parts of the said Bridge or Works as shall have been erected, built, and made, and which shall have been so left unfinished, in the same Manner as if the aforesaid Term of Five Years had actually expired.

Company not to interfere with the Bed of the River.

XVI. Nothing in this Act contained shall authorize or empower the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Shore thereof, except according to the Plan last herein-before mentioned.

Company not to take Gravel, &c. from River without Consent of the Conservators.

XVII. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River, without the previous Consent of the Conservators of the River *Thames*, signified in Writing under the Hand of their Secretary.

Lights to be exhibited during Construction of Bridge.

XVIII. During the Construction of the Bridge over the River *Thames* and Works connected therewith, the Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise Lights to be kept burning by and at the Expense of the Company, for the Navigation and Safe Guidance of Vessels.

Railway Bridge across Thames not

XIX. And whereas, under the Powers of a Local Act, Sixth *George* the Fourth, Chapter One hundred and twenty-five, for the rebuilding of *Kingston*

to be used by Foot Passengers, &c.

*Kingston Bridge*, the Commissioners for issuing Exchequer Bills, in pursuance of the Public Act of Parliament passed in the Third Year of the Reign of King *George* the Fourth, Chapter Eighty-six, and the several Acts passed for amending the same, did advance to the Bailiffs and Freemen of the Town of *Kingston-upon-Thames* in the County of *Surrey*, acting in pursuance of the said Act of the Sixth Year of the Reign of His said late Majesty, the Sum of Forty thousand Pounds in Exchequer Bills, and by an Indenture dated the Twenty-eighth Day of *January* One thousand eight hundred and twenty-six the said Bailiffs and Freemen did grant, convey, and assign to *William Holden*, the Secretary to the said Commissioners, and his Successors, *Kingston Bridge*, and the Toll House and Toll Houses thereto belonging, and the Tolls and Receipts accruing by virtue of the said Act of the Sixth Year of His said late Majesty King *George* the Fourth, to hold the same subject to the Repayment of the said Sum of Forty thousand Pounds, with Interest thereon: And whereas the Tolls so mortgaged by the said recited Indenture not being considered sufficient Security for the Repayment of the said Loan within the Period prescribed by the Acts under which the same was advanced, the Commissioners of His said Majesty's Woods, Forests, and Land Revenues, in pursuance of the Power and Authority given them by the said Act of the Sixth Year aforesaid, and with the Consent of the Lords Commissioners of His said Majesty's Treasury, did enter into a certain Indenture, bearing even Date with the said recited Mortgage, whereby, for the Considerations therein mentioned, the said Commissioners of His said Majesty's Woods, Forests, and Land Revenues did covenant and agree with the said Commissioners for the Issue of Exchequer Bills, that in case at any Time previous to the Repayment of the said Loan of Forty thousand Pounds, and all Interest for the same, the said Tolls, under or by virtue of the said Act of the Sixth Year aforesaid, should be insufficient to discharge the then accrued Payment or Instalment of the said Loan or the Interest thereof, then that they the said Commissioners of His said Majesty's Woods, Forests, and Land Revenues, or their Successors, would from Time to Time, by and out of the Produce of His said Majesty's Land Revenues, pay and discharge so much and such Part of the said Loan and the Interest for the same as at the respective Times appointed for the Payment thereof by the said recited Indenture of Mortgage of even Date therewith the said Tolls should be insufficient to pay: And whereas some Part of the said Sum of Forty thousand Pounds and Interest thereon is now due and owing: Be it therefore enacted, That so long as any Principal Money or Interest shall remain due to the said Commissioners for issuing Exchequer Bills, their Successors or Assigns, or to Her Majesty, Her Heirs and Successors, or to the Commissioners of Her Majesty's Woods, Forests, and Land Revenues for the Time being, in respect of the said Sum of Forty thousand Pounds, and so long also as the last-mentioned Commissioners shall be under Liability by reason of any of the Covenants and Agreements

ments contained in the secondly-recited Indenture of the Twenty-eighth Day of *January* One thousand eight hundred and twenty-six, the Bridge by this Act authorized to be made across the River *Thames* shall not, nor shall any Addition thereto or Alteration thereof, be used for the Passage thereon of any Person or Animal, or of any Carriage, Waggon, Cart, or other Vehicle, save Passengers, Animals, and Carriages conveyed in or upon Carriages or Trucks using the Railway, and save also Carriages and Trucks using the Railway, and save also the Directors, Officers, Contractors, Servants, and Workmen of the Company, and the Servants and Workmen of such Contractors, from Time to Time passing over the said Bridge in the actual Service of or engaged in the Business of the Company, it being the Intention of this Act that the said Bridge shall be used exclusively for the Purposes of the Railway; and if and whenever the Company contravene this Enactment, or knowingly and wilfully permit it to be contravened, the Company shall for every such Offence forfeit and pay the Sum of Twenty Pounds; and if and whenever any Person knowingly and wilfully contravenes this Enactment, so as thereby to avoid Payment of any Toll for passing over the *Kingston-upon-Thames Bridge*, every Person so offending shall for every such Offence forfeit and pay the Sum of Forty Shillings; such Forfeitures and Payments to accrue and be made to Her Majesty, Her Heirs and Successors, and to be recoverable accordingly, with Costs, as a Debt due to the Crown, or as any other Penalty under this Act is recoverable; and the net Amount of the Forfeitures so recovered shall from Time to Time be paid to the Trustees of the *Kingston-upon-Thames Bridge* Estate, and shall be held and applied by them upon the same Trusts and in the same Manner as if the same were Tolls arising from the *Kingston-upon-Thames Bridge*, and shall for the Purposes of the recited Indentures respectively be deemed to be Part of the same Tolls.

Period for Completion of Works.

XX. The Railway 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 granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railway as is then completed.

Suspension of Dividends if Railway not opened within Period limited.

XXI. If the Railway by this Act authorized is not completed and opened for public Traffic within the Period limited for the Completion thereof, no Dividend shall be paid on the ordinary Stock or ordinary Shares of the Capital of the Company after the Expiration of that Period until the Line of the Railway is completed and opened for public Traffic.

Railway authorized and Part of Kingston

XXII. Provided always, That the Railway by this Act authorized and so much of the *Kingston Bridge* Line as is not by this Act authorized to be abandoned, shall together be the *Kingston Bridge* Line; and for all Purposes

Bridge Line to be together Kingston Bridge Line.

Purposes with respect to Tolls, Fares, Rates, and Charges the *Kingston Bridge* Line shall be deemed to be One continuous Line of Railway, and in continuation of the Company's other Lines of Railway.

Tolls on Railways.

XXIII. Subject to the Provisions of the Company's Act applicable in that Behalf, the Company 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 Company's Acts or any of them the Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Main Line of the *London and South-western* Railway, and with and subject to the like Powers and Provisions as if the Railway by this Act authorized were Part of that Main Line.

Maximum Tolls to be so taken.

XXIV. Provided always, 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 by this Act authorized, or any Part thereof, and for Locomotive Engines or other Power, and for Carriages, Waggons, and Trucks, and every Expense incidental to the Conveyance of their Traffic thereon, shall not exceed the Sums in that Behalf limited by "The *London and South-western* Railway Company's (Amendment) Act, 1846."

Undertaking of Company declared.

XXV. The Undertaking of the Company shall comprise the Lands and Works from Time to Time vested in the Company under the Authority of this Act and the several other Acts from Time to Time relating to the Company, or any of them respectively, and the several Railways, Buildings, Works, and Conveniences which, by or under those Acts and this Act respectively, are from Time to Time vested in the Company, and all other the Property from Time to Time of the Company.

Company to abandon making of Part of Kingston Bridge Line.

XXVI. The Company may and shall abandon the making of so much of the authorized *Kingston Bridge* Line as lies between the Point at which the Railway by this Act authorized is to commence and the authorized Termination of the *Kingston Bridge* Line in the Parish of *Hampton* in the County of *Middlesex*, and all the Powers and Provisions of the "*South-western* Railway Act, 1859," with respect to the making and maintaining of the Portion of Railway to be so abandoned, and so much of Section Twenty-three of that Act as relates to the Portion of the *Kingston Bridge* Line so to be abandoned, are by this Act repealed.

Making of Railways at Havant and

XXVII. The making of the Railways by "The *Portsmouth* Railway Amendment Act, 1858," authorized to be made, from and out of the authorized

authorized Line of the *Portsmouth* Railway in the Parish of *Havant*, to join the Railway from *Cosham* to *Portsmouth* belonging to the *Brighton* Company and the Company, or One of them, and the Branch thereout in the Parish of *Farlington*, to join that Railway from *Cosham* to *Portsmouth* in the Parishes of *Wymering* and *Widley*, or One of them, and also to join the *London, Brighton, and South Coast* Railway in the Parish of *Farlington*, shall be abandoned, and all the Powers and Provisions of "The *Portsmouth* Railway (Amendment) Act, 1858," with respect to the making and maintaining of the same, and with respect to the making and maintaining of an independent Station at *Portsea*, and with respect to the taking of Lands for any of those Purposes, including Section Twenty-four of that Act, are by this Act repealed.

independent Station at Portsea to be abandoned.

XXVIII. The Company shall (subject to the Provisions of this Act) be released from all Liability to make, maintain, or work the respective Portions of Railway and Station by this Act respectively authorized to be abandoned, or to purchase any of the Lands required for the making thereof, and to complete the Purchase of any such Lands for the Purchase of which Notice may have been given, or any Contract entered into on behalf of the Company or the *Portsmouth* Company, or to complete any Contract for or concerning the making, maintaining, or working of the respective Portions of Railway and Station so to be abandoned, or any other Contract relating thereto respectively which by reason of such Abandonment cannot be performed: Provided always, that nothing in this Act contained shall extend to release the Company or the *Portsmouth* Company from any Liability to complete the Purchase of any Land for the Purchase of which any Contract may have been entered into by or on behalf of the Company or of the *Portsmouth* Company, and which Contract may have been in part performed, or by virtue or in pursuance of which a specified Sum or Price, as the Consideration for the Purchase of the Lands thereby agreed to be sold to or taken by the Company, shall have been fixed or ascertained previously to the passing of this Act, notwithstanding the Time for the Completion of the Purchase named in such Contract shall have been subsequently extended by Agreement or Arrangement with the Company or the *Portsmouth* Company.

Company released from Notices and Contracts (except Contracts Part performed) relating to Works to be abandoned.

XXIX. Provided always, That in every Case in which before the passing of this Act any Notice has been given or Contract entered into by or on behalf of the Company or the *Portsmouth* Company, for purchasing any Lands which the Company or the *Portsmouth* Company was empowered to purchase for the Purpose of constructing the several Portions of Railway and Station by this Act respectively authorized to be abandoned, and from which Contract the Company and the *Portsmouth* Company are by the Provisions of this Act relieved; and in every Case on which any Contract has been entered into by the Company or the *Portsmouth* Company for or concerning the constructing, main-

Compensation to be made in respect of Works, &c. abandoned.

taining, or working of the several Portions of Railway and Station by this Act respectively authorized to be abandoned, or any of them, or any other Contract relating thereto, which by reason of such Abandonment cannot be performed, the Company shall make to the Owners or Occupiers of and other Parties interested in such Lands, or being Parties to such Contracts, Compensation for all Injury or Damage, if any, sustained by such Owners or Occupiers or other Parties respectively by reason of such Purchase not being completed, pursuant to such Notice, or by reason of such Contract not being performed; and the Amount and Application of such Compensation shall be determined in manner by "The Lands Clauses Consolidation Act, 1845," incorporated with this Act, provided for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation for Damage to Lands by Entry, &c.

XXX. The Authority by this Act given for the Abandonment of Part of the *Kingston Bridge* Line and of the Railways at *Havant* and the independent Station at *Portsea* respectively shall not prejudice or affect the Right of the Owner or Occupier of any Lands authorized to be purchased for the Purpose of making those Works respectively to receive from the Company, or, as the Case may be, from the *Portsmouth* Company, Compensation, according to the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," incorporated with this Act, for any Damage occasioned by the Entry of the respective Company upon the respective Lands 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 those Works respectively.

Compensation so paid by Portsmouth Company to be repaid to them by Company.

XXXI. Provided always, That if the Undertaking, Railway, and Property of the *Portsmouth* Company be leased to the Company, or be amalgamated with the Undertaking, Railways, and Property of the Company, then, except so far as is otherwise provided by the Agreement for or by the Terms and Conditions of the Lease or Amalgamation, all Compensation to be in pursuance of this Act made with respect to the Abandonment by this Act authorized of the Railways at *Havant* and the independent Station at *Portsea* respectively, and all Costs and Expenses relating thereto, shall be paid by the Company, or if in the first instance paid by the *Portsmouth* Company shall be repaid to them by the Company.

Agreements between Company and Stokes Bay Company for Lease, Sale, Transfer, working, &c.

XXXII. The Company and the *Stokes Bay* Company from Time to Time may make and carry into effect all such Agreements and Arrangements with respect to the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as they think fit; and the Purposes for which the Agreements and Arrangements may be made comprise the following Purposes; (that is to say,)

First, the granting by the *Stokes Bay* Company and the accepting by the Company of a Lease of all or any Part of the Undertaking,

taking, Works, Property, and Effects of the *Stokes Bay* Company, on such Terms and Conditions as the contracting Companies think fit:

Secondly, the making by the *Stokes Bay* Company and the accepting by the Company of a Sale or Transfer of all or any Part of the Undertaking, Works, Property, and Effects of the *Stokes Bay* Company, on such Terms and Conditions as the contracting Companies think fit:

Thirdly, the maintaining by the contracting Companies or either of them of all or any Part of the Railway, Piers, Stations, Landing Places, Works, and Conveniences of the *Stokes Bay* Company:

Fourthly, the running over, working, and using by the Company, by their Officers and Servants, with or without Engines and Carriages, of all or any Part of those Railway, Piers, Stations, Landing Places, Works, and Conveniences:

Fifthly, the Transmission, Regulation, and Management, by the contracting Companies or either of them of the Traffic of the *Stokes Bay* Company:

Sixthly, the Collection by the contracting Companies or either of them of the Tolls, Fares, Rates, and Charges in respect of all or any Part of those Railway, Piers, Stations, Landing Places, Works, and Conveniences:

Seventhly, the Apportionment between the contracting Companies, or the Appropriation to either of them, of the Receipts in respect of the Tolls, Fares, Rates, and Charges:

Eighthly, the Modification of any of the Rights or Liabilities under this Act of the contracting Companies respectively as between themselves.

Agreements between Company and Epsom Company for Maintenance, working, Sale, or Transfer.

XXXIII. The Company and the *Epsom and Leatherhead* Company from Time to Time may make and carry into effect all such Agreements and Arrangements for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as they think fit, and the Purposes for which Agreements and Arrangements may be so made comprise the following Purposes; (that is to say,)

First, the Maintenance by the Company of the Railway, Sidings, Stations, Works, and Conveniences of the *Epsom and Leatherhead* Company, or held by them jointly with any other Company, or any Part thereof:

Secondly, the running over, working, and using by the Company, with their Engines and Carriages, of the same Railway, Sidings, Stations, Works, and Conveniences, or any Part thereof:

Thirdly, the Transmission, Regulation, and Management by the Company of the Traffic of the *Epsom and Leatherhead* Company, or any Part thereof:

Fourthly, the Collection by the Company of the Tolls, Fares, Rates, and Charges in respect of the same Railway, Sidings, Stations, Works, and Conveniences, or any Part thereof:

Fifthly, the Apportionment between the Company and the *Epsom and Leatherhead* Company, or the Appropriation to either of them, of the Receipts in respect of those Tolls, Fares, Rates, and Charges, or any Part thereof.

Agreements between Company, Lymington Company, and Exmouth Company, for Lease, Sale, or Transfer.

XXXIV. The Company and the *Lymington* Company, and also the Company and the *Exmouth* Company respectively, from Time to Time may make and carry into effect all such Agreements and Arrangements in respect to the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as they think fit; and the Purposes for which the Agreements and Arrangements respectively may be made comprise the following Purposes; (that is to say,)

First, the granting by the *Lymington* Company or the *Exmouth* Company, and the accepting by the Company, of a Lease of all or any Part of the Railway, Sidings, Stations, Works, Property, and Effects now belonging to, as the Case may be, the *Lymington* Company or the *Exmouth* Company, or which may become vested in them respectively, under any Act or Acts passed in the present Session, and all or any of their respective Rights, Powers, Privileges, or Authorities with respect to the same, on such Terms and Conditions as the contracting Companies think fit:

Secondly, the making by the *Lymington* Company or the *Exmouth* Company, and the accepting by the Company, of a Sale or of a Transfer of all or any Part of the Railway, Sidings, Stations, Works, Property, or Effects now belonging to, as the Case may be, the *Lymington* Company or the *Exmouth* Company, or which may become vested in them respectively, under any Act or Acts passed in the present Session, and all or any of their respective Rights, Powers, Privileges, or Authorities with respect to the same, on such Terms and Conditions as the contracting Companies think fit:

Thirdly, the Exercise and Enjoyment by the contracting Companies or either of them of all or any of the Rights, Powers, Privileges, and Authorities of the leasing or selling or transferring Company, with respect to the making and completing of Works, and the levying of Tolls, Fares, Rates, and Charges in respect of their respective Railways, Sidings, Stations, and Works so leased or sold or transferred:

Fourthly, the Modification of any of the Rights or Liabilities under this Act of the contracting Companies as between themselves.

Agreements under Act not to affect

XXXV. No Agreement made under the Authority of this Act between any Two or more of the Companies by this Act authorized to make Agree-

Agreements with each other shall in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, or Charges which the Companies Parties thereto are respectively from Time to Time authorized to demand and take from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User and Benefit of the Railways to which the Agreement relates, on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, and Charges, as if the Agreement were not made. Persons not Parties thereto.

XXXVI. No Agreement made under the Authority of this Act, nor any Modification thereof, shall take effect without the Sanction of at least Three Fifths of the Votes of the respective Shareholders of every Company Party thereto present, personally or by Proxy, at a General Meeting of the respective Company, specially convened for the Purpose. Sanction of Shareholders for Agreements under Act.

XXXVII. No Agreement made under the Authority of this Act, for the working or User by the Company of all or any Part of the *Stokes Bay* Railway or the *Epsom* Railway, shall have any Operation until it is approved by the Board of Trade, and the Board of Trade shall not approve any such Agreement without being satisfied of its having received the Sanction of Shareholders by this Act required. Approval of Agreements by Board of Trade.

XXXVIII. Provided always, That if at the Expiration of Ten Years after the Approval by the Board of Trade of any such Agreement, and so from Ten Years to Ten Years, the Board of Trade may require the Companies Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade think necessary, and in that event the Board of Trade may give to the Companies Notice declaring that if the Agreement be not modified by them accordingly within Twelve Months the required Modification shall, at the respective Expiration of that Period, become Part of the Agreement, and, subject to the Provisions of this Act, the same shall thenceforth be read and take effect accordingly. Modification of Agreements when required by Board of Trade.

XXXIX. The *South-western* Company, before the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade prescribe that the Board have the Power and are about to enter on the Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from the Agreement. Notice of Revision.

XL. The Agreement of the Sixteenth Day of *March* One thousand eight hundred and fifty-nine, between the *Wimbledon* Company and the Company, of which a Copy is given in the Schedule to this Act annexed, is by this Act confirmed, and may and shall be carried into effect. Agreement in Schedule between Wimbledon Company and Company confirmed.

Time and Terms of Contracts for Lease, Sale, or Transfer to Company.

XLI. The Agreements under this Act which the Company and the *Stokes Bay* Company, or which the Company, on the one hand, and the *Lymington* Company or the *Exmouth* Company on the other hand, from Time to Time may enter into and carry into effect with respect to any Lease or Sale or Transfer to the Company may be entered into and carried into effect either before or after the Completion of any of the Works of the Company or Companies so leasing or selling or transferring, and the Company or Companies so leasing or selling or transferring may accept as the Consideration or Part of the Consideration for any such Lease or Sale, and the Company may make in consideration of any such Transfer, and the Benefits accruing to them from the Transfer, any such Compensation as the contracting Companies agree on.

Consideration for the Lease, Sale, or Transfer.

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

Saving for existing Preference Stock and Shares of Company.

XLIII. Provided always, That any Consideration or Compensation so made or secured by the Company to any such leasing, or selling or transferring Company or Companies, or the Shareholders thereof, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Stock or Shares from Time to Time granted by the Company by or in pursuance of or confirmed by any Act of Parliament passed before the making of the respective Lease or Sale or Transfer, or which is otherwise from Time to Time lawfully subsisting.

Lease, Sale, or Transfer to entitle the Company to Premises leased, sold, or transferred.

XLIV. According to the Terms agreed on under this Act between the Company and the leasing or selling or transferring Company or Companies, for any such Lease or Sale or Transfer the Company, and their Directors, Officers, and Servants respectively, shall be entitled under the Agreement in that Behalf, and from the Time thereby appointed for the Lease or Sale or Transfer to take effect, to the Management, Regulation, Maintenance, User, working, and Enjoyment of the Premises comprised in the respective Contract, and of the Traffic thereon, and to the

the regulating, taking, and enjoying of the Tolls, Fares, Rates, Charges, and other Payments and Advantages in respect thereof.

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

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

Transfer to Company of Premises agreed to be transferred.

XLVI. According to the Terms and Conditions of any Agreement in that Behalf entered into between the transferring Company or Companies and the Company under this Act all the Premises thereby agreed to be transferred to the Company, and the Rights, Powers, Privileges, and Authorities to be according to this Act exercised and enjoyed by the Company with respect to the same, shall at the Time by the Agreement appointed for the Transfer taking effect be by virtue of this Act, and subject to the Provisions thereof, and subject also to the other Provisions, if any, of any Deed of Agreement or Conveyance executed in accordance with this Act, transferred to and vested in the Company absolutely and for ever, and be amalgamated with and deemed Part of their original Undertaking.

Deed of Conveyance.

XLVII. Any such Sale to the Company shall be evidenced by a Deed of Conveyance duly stamped, and wherein the full Consideration for the Sale is fully and truly set forth.

Company to perform Duties of leasing, &c. Company, as to Property leased, &c.

XLVIII. From and after the Time agreed on for the Lease or Sale or Transfer to take effect, the Company, according to the Term and Extent of the Lease, or the Extent of the Sale or of the Transfer, and respectively whether including the whole or only a Part of the Undertaking, Property, and Effects of the leasing or selling or transferring Company or Companies, but subject to the Provisions of this Act, shall be subject to, and perform, conform, and be liable to all Contracts, Agreements, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever, with respect to the Premises agreed to be leased or sold or transferred,

transferred, to which the leasing or selling or transferring Company or Companies, if the Lease or Sale or Transfer did not take effect, would be subject or liable, and shall indemnify the leasing or selling or transferring Company or Companies, and their Shareholders, Directors, Officers, and Servants, from the same, and all Costs, Charges, and Expenses with respect to the same.

If Sale or Transfer be of the whole Property of selling, &c. Company, their Acts to apply to Company.

XLIX. If the Sale or the Transfer by this Act to the Company be of the whole of the Undertaking, Property, and Effects of the selling or transferring Company or Companies, then, from and after the Time agreed on for the respective Sale or Transfer to take effect, the recited Acts passed with respect to the selling or transferring Company or Companies (but subject to the Provisions of this Act with respect to the Dissolution and the winding up of the Affairs of the selling or transferring Company or Companies) shall be read and have Effect as if the same had been passed with respect to the Company, instead of with respect to the selling or transferring Company or Companies.

As to Tolls partly on South-western and partly on any other Railway worked under Act by Company.

L. Where under this Act any Passengers, Animals, or Things are conveyed by the Company partly on any Railway of the Company and partly on any other Line of Railway worked by the Company for a Distance less than Six Miles, the Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for Six Miles only.

Selling or transferring Company to wind up their Affairs.

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

Payments into Court by same Company.

LII. Provided always, That where the same Company are for Twelve Months after the Period for the Distribution of their net Monies unable, after diligent Inquiry, to ascertain the Person to whom any Part thereof ought to be paid, the same Company may pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees,

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

Dissolution of same Company.

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

Provisions of 11 & 12 Vict. c. cxxv. as to Steam Vessels made perpetual.

LIV. The Powers and Provisions of Sections Forty-seven and Forty-eight and Forty-nine of "The *London and South-western* Railway Company's (Amendment) Act, 1848," with respect to Steam Vessels, are by this Act made perpetual: Provided always, that in the Month of *August* or *September* One thousand eight hundred and seventy-four and in the Month of *August* or of *September* in the Years One thousand eight hundred and eighty-one and One thousand eight hundred and eighty-eight, and of each Seventh Year thereafter, or in any of those Months, the Board of Trade may, if they shall be of opinion that the public Interests are injuriously affected by the Exercise of those Powers and Provisions, make a Report in Writing under the Hand of the President or One of the Secretaries of that Board, expressing such Opinion, and the Reasons whereon that Opinion is founded, and they shall at the same Time give to the Company Notice in Writing of the making and Contents of such Report, and that Report shall be submitted to Parliament at the Beginning of the Session of Parliament then next following; and at the Expiration of Twelve Calendar Months after the Presentation to Parliament of any such Report, if Parliament shall not in the meantime otherwise provide, those Powers and Provisions shall cease to be exercised.

Power for Company to accept Surrender of Portsmouth Annuities of 2*s.* 6*d.* each, and Issue others of 1*l.* each.

LV. The Company from Time to Time may accept from the Holder of any of the "*South-western* Railway *Portsmouth* Annuities" of Two Shillings and Sixpence each (in this Act called Half-crown Annuities) the Surrender of any of those Annuities, and may create and issue to him instead thereof, and by way of Substitution for the same, "*South-western* Railway *Portsmouth* Annuities" of One Pound each (in this Act called the One Pound Annuities), but only after the Rate of One of the One Pound Annuities for Eight of the Half-crown Annuities.

One Pound Annuities to have same Priority as Half-crown Annuities.

LVI. The One Pound Annuities shall be a like Charge on the several Undertakings of the *Portsmouth* Railway Company and the Company respectively, and in like Order and with like Preference as by the "*London*

"*London and South-western Portsmouth* Railway Amalgamation Act, 1859," was provided with respect to the Half-crown Annuities.

Surrendered Annuities extinguished.

LVII. On the Surrender of any of the Half-crown Annuities, the same, and all Rights and Liabilities in respect thereof, shall be extinguished, and the Company shall forthwith make an Entry in the Register thereof of the Surrender and the Date thereof.

One Pound Annuities to be held on same Trusts as Half-crown Annuities.

LVIII. Every Person to whom any One Pound Annuity is so issued shall be possessed of and entitled to the same upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as those upon and to which the Eight Half-crown Annuities so surrendered, and in respect of which the One Pound Annuity is so issued, were immediately before the Surrender thereof subject, and the One Pound Annuity so issued shall accordingly pass or be affected by any Will or other Testamentary Instrument disposing of or affecting the Eight Half-crown Annuities so surrendered.

Certificates of One Pound Annuities.

LIX. The Company shall, when thereunto requested, issue to the respective Holders of the One Pound Annuities Certificates thereof: Provided always, that the Company shall not issue to the Holder of any One Pound Annuity any Certificate thereof unless or until he deliver to the Directors, to be cancelled by them, or show to their Satisfaction the Loss or Destruction of the Certificates of the surrendered Eight Half-crown Annuities in respect of which the One Pound Annuity is issued to him.

Power to Company to create new preferential or ordinary Stock to be issued for Annuities, Stock, or Shares to be surrendered.

LX. For the Purpose of any Substitution by this Act authorized of Stock for Annuities or for Stock or Shares, 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 create any Stock, whether preferential or ordinary, and whether redeemable or irredeemable, and on such Terms and Conditions, and with such Privileges and Restrictions, and if preferential to bear such Rate of Dividend not exceeding the Rate of Five Pounds *per Centum per Annum*, and to be fixed, fluctuating, terminable, or perpetual, as the Company think fit.

Saving for existing Preference Stock.

LXI. Provided always, That no such preferential Dividend shall be granted so as to prejudice any Preference or Priority of Interest or Dividend which shall have been granted by the Company in pursuance of or which shall have been confirmed by any Act of Parliament theretofore passed, or which shall otherwise be lawfully subsisting.

LXII. Pro-

Incidents of new preferential Stock.

LXII. Provided always, That all the preferential Stock so created shall be of One Class only, and be denominated "*South-western* Consolidated Preferential Stock," and shall bear the same Rate of Dividend, and have the same Privileges, Restrictions, and Incidents, and no Portion thereof shall be entitled to any Preference or Priority to or over any other Portion thereof by reason of any Priority in the Creation or Issue thereof or otherwise.

Incidents of new Ordinary Stock.

LXIII. Except as is by this Act otherwise expressly provided, the ordinary Stock so created and issued, and the Holders thereof respectively, shall be entitled and subject to the like Privileges, Restrictions, and Incidents as if that ordinary Stock were Part of the Company's present ordinary Stock.

Power for Company to accept Surrender of Annuities, and to issue new Stock for the same.

LXIV. The Company may from Time to Time accept from the Holder of any of the Annuities of the Company the Surrender of the same, and may issue to him instead thereof, and by way of Substitution for the same, and as fully paid-up Stock, any preferential or ordinary Stock of the Company created under the Authority of this Act by them for the Purpose.

Power for Company to accept Surrender of Preferential Stock or Shares, and issue new Stock for the same.

LXV. The Company may from Time to Time accept from the Holder any guaranteed or preferential Stock, or any fully paid up guaranteed or preferential Shares of the Company, the Surrender of any such Stock or Shares, and may issue to him instead thereof, and by way of Substitution for the same, and as fully paid-up Stock, any preferential or ordinary Stock of the Company created under the Authority of this Act by them for the Purpose.

Surrendered Annuities, Stock, and Shares extinguished.

LXVI. On every such Surrender of Annuities or Stock or Shares, the same, and all Rights and Liabilities in respect thereof, shall be extinguished, and the Company shall forthwith make an Entry in the Register thereof of the Surrender and the Date thereof.

New Stock to be held on the same Trusts as surrendered Annuities, &c.

LXVII. Every Person to whom any such preferential or ordinary Stock is so issued shall be possessed of and entitled to the same upon the same Trusts, and subject to the same Powers, Provisions, Charges, and Liabilities, as those upon and to which the Annuities or Stock or Shares so surrendered, and in respect of which the preferential or ordinary Stock is so issued, were immediately before the Surrender thereof subject, and the preferential or ordinary Stock so issued shall accordingly pass or be affected by any Will or other testamentary Instrument disposing of or affecting the Annuities or Stock or Shares so surrendered.

LXVIII. The

Certificates of new Stock.

LXVIII. The Company shall, when thereunto requested, issue to the respective Holders of the preferential or ordinary Stock so issued Certificates thereof: Provided always, that the Company shall not issue to the Holder of any preferential or ordinary Stock so issued any Certificate thereof unless or until he deliver to the Directors, to be cancelled by them, or show to their Satisfaction the Loss or Destruction of the Certificates of the surrendered Annuities or Stock or Shares in respect of which the preferential or ordinary Stock of the Company is issued to him.

Certificate of surrendered Annuities, &c. to be cancelled.

LXIX. When, in pursuance of any of the Provisions of this Act, the Certificate of any Annuity or Stock or Share is delivered to the Company to be cancelled, they shall forthwith cancel the Certificate, and no Certificate so delivered shall be reissued, and the Company shall make an Entry in the Register of the Annuity or Stock or Share of the Cancellation and the Date thereof.

Power for Company to raise by new Shares further Capital for new Works and general Purposes.

LXX. For the Purposes of the Railway and Works by this Act authorized, and for the general Purposes of their Undertaking, the Company from Time to Time may raise, by the Creation and Issue of new Shares, and, in addition to the several Sums which by this Act or otherwise, the Company are authorized to raise, and in addition also to any Sums which by any Act or Acts hereafter passed during the present Session they may be authorized to raise, any Sums not exceeding the following; (that is to say,)

For the Purposes of the Railway and Works by this Act authorized, Fifty thousand Pounds:

For the general Purposes of the Company, Four hundred thousand Pounds.

Power for Company to raise by new Shares further Capital for Leases, Sales, and Transfers under Act.

LXXI. For the Purposes of any Lease or Sale or Transfer to the Company under this Act, the Company from Time to Time may raise, by the Creation and Issue of new Shares, and in addition to all other Sums which from Time to Time they are otherwise authorized to raise, all such Sums as are, subject and according to the Provisions of this Act, necessary for those Purposes, and may apply the Money so raised accordingly, and shall not apply for any other Purpose any Money so raised.

Power to create new Shares of different Classes.

LXXII. The new Shares which the Company may issue under this Act may be issued by the Company, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the Company specially convened for the Purpose, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges,

Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, or terminable Dividend not exceeding the Rate of Five Pounds *per Centum per Annum*, and the Company may, as they from Time to Time think fit, fix the Amounts and Times of Payment of Calls on the new Shares.

Limit of Profits applicable to preferential Dividend.

LXXIII. All new Shares which the Company may issue under the Powers of this Act shall be entitled to the preferential Dividend (if any) which may have been attached to them by the Company out of the Profits of the Company in each Year, in priority to the ordinary Shares and Stock of the Company; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

Saving for existing preferential Shares and Stock.

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

Provisions of 21 & 22 Vict. c. lxxxix. as to Offer and Cancellation of Shares apply to Shares under this Act.

LXXV. Subject to the Provisions of this Act, Sections Eighty to Eighty-five, both inclusive, of the "*South-western* Railway (Works and Capital) Act, 1858," with respect to offering new Shares to existing Holders of ordinary Stock and ordinary Shares, and Sections Eighty-seven to Ninety-two, both inclusive, of that Act, with respect to the Cancellation of Shares, respectively extend and apply to new Shares from Time to Time created by or under this Act.

Company may issue new Shares instead of cancelled Shares.

LXXVI. Whenever the Company, under any of the Provisions of this Act, cancel any Shares, they may from Time to Time thereafter create and issue, instead of the Shares so cancelled, new Shares of an aggregate Amount not exceeding the aggregate Amount of what remained unpaid on the Shares so cancelled.

Dividends on new Shares.

LXXVII. Every Person who becomes entitled to any new Share created under this Act shall in respect of the same be a Shareholder of the Company, and, unless the Rate of Dividend thereon be before the Time of the Issue thereof otherwise determined by the Company, be entitled to a Dividend with the Holders of the other ordinary Shares and

ordinary Stock of the Company proportioned to the whole Amount from Time to Time actually paid on the new Share.

Power for Company to borrow for new Works and general Purposes.

LXXVIII. For the Purposes of the Railway and Works by this Act authorized, and for the general Purposes of their Undertaking, the Company from Time to Time may borrow on Mortgage, and in addition to the other Sums which they from Time to Time are authorized to borrow, any Sums not exceeding in the whole the following Sums; (that is to say,)

For the Purposes of the Railway and Works by this Act authorized, Sixteen thousand six hundred and sixty-six Pounds:

For the general Purposes of the Company, One hundred and thirty-four thousand Pounds.

Power for Company to borrow for Leases, Sales, and Transfers under Act.

LXXIX. For the Purposes of any Lease or Sale or Transfer to the Company under this Act, the Company from Time to Time may borrow on Mortgage, and in addition to the other Sums which they from Time to Time are authorized to borrow, any Sums not exceeding in the whole, with respect to every such Lease or Sale or Transfer, One Third of the Amount which they are by this Act authorized to raise by new Shares for the Purposes of the same Lease or Sale or Transfer: Provided always, that any Money so borrowed shall be applied solely in Redemption of Monies theretofore borrowed on Mortgage of the respective Undertaking comprised in the respective Lease or Sale or Transfer.

Restriction on Borrowing.

LXXX. Provided always, That the Company shall not borrow any Sum under this Act until the whole of the Capital of Fifty thousand Pounds and Four hundred thousand Pounds by this Act authorized to be raised by new Shares is *bonâ fide* subscribed for or taken respectively, and registered in the Books of the Company in the Names of Persons legally entitled to those new Shares, and legally liable to pay the Amounts from Time to Time unpaid in respect thereof, nor until One Half of that whole Amount, including One Fourth of each such new Share, is paid up.

Arrears may be enforced by Appointment of a Receiver.

LXXXI. 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 Five thousand Pounds.

Priority of existing Mortgages.

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

LXXXIII. Pro-

Priority of Mortgages under 22 & 23 Vict. c. xliv.

LXXXIII. Provided always, That nothing in this Act contained shall prejudice or affect any Priority of any of the Mortgages specified in Section Forty-two of the "*South-western* Railway Act, 1859."

Provisions of 21 & 22 Vict. c. lxxxix., as to Debenture Stock, apply to Debenture Stock for this Act.

LXXXIV. Subject to the Provisions of this Act, Sections Ninety-nine to One hundred and five, both inclusive, of the "*South-western* Railway (Works and Capital) Act, 1858," with respect to Debenture Stock, shall extend and apply to Debenture Stock to be created by the Company for the Purpose of paying off or satisfying the Mortgage Debt of the Company created under this Act.

Provisions of 21 & 22 Vict. c. lxxxix., as to offering new Shares to ordinary Shareholders, apply to Debenture Stock under Act.

LXXXV. Subject to the Provisions of this Act, Sections Eighty to Eighty-five, both inclusive, of the "*South-western* Railway (Works and Capital) Act, 1858," with respect to offering new Shares to existing Holders of ordinary Stock and ordinary Shares, shall apply, *mutatis mutandis*, to the Debenture Stock from Time to Time created by the Company under this Act, and the Disposal of which is not by this Act otherwise provided for.

General Power to dispose of unappropriated new Shares and Debenture Stock.

LXXXVI. Except as is by this Act provided with respect to the Offer of new Shares and Debenture Stock to existing Holders of ordinary Stock and ordinary Shares, the Company from Time to Time may dispose of to such Persons as the Company think fit the new Shares and Debenture Stock the Appropriation of which is not by or under this Act otherwise provided for.

New Shares and Debenture Stock under Act to be Part of general Capital of Company.

LXXXVII. The new Capital from Time to Time raised by the Company under this Act by new Shares and Debenture Stock respectively shall be Part of the general Capital of the Company; and, except as is by this Act otherwise provided, all such Rights, Privileges, Liabilities, and Incidents shall attach to and be conferred by the Capital so raised, and to and by Shares and Portions of Stock thereof, as to and by the Company's present Capital and Shares and Portions of Stock respectively of like Amount.

Limit of Amount to be raised by Company for Sales and Transfers under Act.

LXXXVIII. Provided always, That the total Amount which the Company from Time to Time may raise by new Shares and borrowing, and by Debenture Stock respectively, for the Purpose of the Sale or the Transfer to them of the Undertaking, Works, Property, and Effects of the *Stokes Bay* Company, or of the *Lymington* Company, or of the *Exmouth* Company, shall not exceed the total Amount of the Capital and Debt of the respective Company.

Company to keep separate Accounts of

LXXXIX. In order that the due Application according to this Act of the new Shares and Debenture Stock respectively created and the

Shares, &c. created, &c. for Leases, and Sales, and Transfers under Act, and Application thereof.

the Monies borrowed under the Authority of this Act by the Company for the Purposes of this Act, with respect to the Lease or Sale or Transfer to the Company of all or any Part of the Undertakings, Railways, Works, Property, and Effects of the *Stokes Bay* Company and the *Lymington* Company and the *Exmouth* Company respectively, and of the Monies raised by the Disposal of the Shares and Debenture Stock respectively so created, may appear, the Company shall keep separate and accurate Accounts of the same respectively, and the Application thereof respectively.

Interest not to be paid on Calls paid up.

XC. 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 to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

Deposits on future Bills not to be paid out of Company's Capital.

XCI. 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 or deposit any Sum of Money which by any Standing Order of either House of Parliament from Time to Time in force is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to make any Railway, or execute any other Work or Undertaking.

Application of Monies.

XCII. Subject to the Provisions of this Act, all the Monies from Time to Time already or hereafter raised by the Company, under the Powers of this Act, by Shares and by Stock and by Debenture Stock and by borrowing respectively, shall be applicable for the general Purposes of the Undertaking of the Company.

Advances obtained to meet Mortgages falling due not to be deemed Money borrowed in excess of Company's Power.

XCIII. Provided always, That where the Company, shortly before the falling due of any Principal Money secured by any of their Mortgages or Bonds, obtain from their Bankers or otherwise an Advance of any Money exclusively for the Purpose of paying off the Principal Money so falling due, and on the falling due of the same apply the Money so advanced exclusively for that Purpose, the Amount so from Time to Time advanced and applied shall not be deemed Money borrowed in excess of the Amount which the Company are from Time to Time by this Act or any of the other Acts from Time to Time relating to the Company authorized to borrow.

XCIV. Not-

General Saving of Rights under recited Acts.

XCIV. Notwithstanding any Lease or Sale under or Transfer by this Act to the Company, or any Dissolution by this Act of any Company, and except only as is by this Act otherwise expressly provided, everything before the Lease or Sale or Transfer or Dissolution done, suffered, and confirmed respectively under or by the recited Acts or any of them, and every Right by the recited Acts or any of them saved, shall be as valid as if the Lease or Sale or Transfer or Dissolution had not happened, and the Lease or Sale or Transfer or Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and all Rights so saved, and to all Rights, Liabilities, Claims and Demands, both present and future, which if the Lease or Sale or Transfer or Dissolution had not happened would be incident to or consequent on any and everything so done, suffered, and confirmed respectively, and with respect to all such Things so done, suffered, and confirmed respectively, by and with respect to any and every Company so dissolved, and all such Rights, Liabilities, Claims, and Demands affecting the respective dissolved Company, the Company shall to all Intents represent the respective dissolved Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Sections and Provisions of this Act.

Saving Rights of the Crown.

XCV. Nothing in this Act or any of the recited Acts contained shall authorize the Company to purchase, take, use, or otherwise interfere with any Foreshore or other Lands, or any Right in respect thereof, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Woods, Forests, and Land Revenues, or One of them, (and which they or he may give,) or take away, divest, lessen, prejudice, or alter any of the Estates, Rights, Privileges, Powers, or Authorities which are now or hereafter vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Saving Rights of Conservators of River Thames.

XCVI. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Liberties, or Privileges of the Conservators of the River *Thames*, or prohibit, defeat, lessen, or alter any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the Conservators do or may lawfully claim, use, or exercise.

Saving Rights of Companies herein named.

XCVII. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company, or the *Brighton* Company, or the *Stokes Bay* Company, or the *Wimbledon* Company, or the *Epsom and Leatherhead* Company, or the *Lymington* Company, or the *Exmouth* Company.

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

XCVIII. This Act or anything therein shall not exempt any of the Railways to which this Act relates from the Provisions of any 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 the recited Acts or any of them or this Act authorized, or of the Rates for small Parcels thereby respectively authorized.

Expenses of Act.

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

SCHE-

# SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made the Sixteenth Day of March in the Year of our Lord One thousand eight hundred and fifty-nine, between the Wimbledon and Dorking Railway Company (herein-after called the Wimbledon Company) of the one Part, and the London and South-western Railway Company (herein-after called the South-western Company) of the other Part: Whereas, when the Bill for the Wimbledon and Dorking Railway Act, 1857, (herein-after called the Act of 1857,) was pending in Parliament, it was opposed by the South-western Company, and the Opposition was withdrawn on an Engagement entered into on behalf of the Two Companies respectively for carrying out an Arrangement between them for their mutual Benefit: And whereas some of the Terms of that Arrangement were carried out by Amendments of the Bill made while it was pending in Parliament: And whereas by the South-western Railway (Works and Capital) Act, 1858, (herein-after called the Act of 1858,) the Two Companies are authorized to enter into Contracts and Arrangements for the Purposes thereof: And whereas with a view to the further carrying out of that Arrangement the Two Companies have agreed to enter into the Agreement herein-after appearing. Now therefore, in exercise of the Powers conferred on them in that Behalf by the Act of 1858, it is hereby mutually agreed by and between the Parties hereto, each of them agreeing in respect of their own Acts, as follows; (to wit,)

ARTICLE 1. The Wimbledon Company will, in due Exercise of their Powers under the Act of 1857, at their own sole Expense make, and within the Period by the Act of 1857 limited for the Completion thereof complete, so as to insure its being duly authorized to be opened for public Traffic, the Railway authorized by the Act of 1857, commencing by a Junction at or near to Combe Lane with the London and South-western Railway, and terminating by a Junction near to the High Street of Epsom, with the Epsom and Leatherhead Railway.

ARTICLE 2. The Railway shall be made and completed according to Article 1 with a Double Line of Railway throughout, and with proper and sufficient Stations at Malden or Worcester Park, at Ewell, and at Epsom respectively, and with proper and sufficient Siding Accommodation at the Junctions with the London and South-western Railway and the Epsom and Leatherhead Railway respectively.

ARTICLE 3. But the Junction of the Railway with the London and South-western Railway shall be made, as provided by the Act of 1857, in the Line and at the Point shown on the Plan thereof hereunto annexed, and accordingly the South-western Company will, at the sole Expense of the Wimbledon Company, make and complete that Junction in due Time for enabling the Wimbledon Company

Company to open the Railway from and inclusive of that Junction so soon as the Wimbledon Company are able to open the Railway irrespective of that Junction, and the Junction of the Railway with the Epsom and Leatherhead Railway shall also be made as provided by the Act of 1857.

ARTICLE 4. The Railway and the Junctions, Siding Accommodation, and Stations thereof shall be made and completed, with all such Approaches, Yards, Platforms, Turntables, Water Supply, Buildings, Sheds, and other Works and Conveniences whatsoever, exclusive of Rolling Stock and Station Furniture, as in case the Wimbledon Company were themselves about to work the Railway would be proper and sufficient for the Purpose, and would be provided out of Capital and chargeable against their Capital Account, and all the Works shall be as substantial as like Works, and all the Materials shall be at least as good and durable as the Materials used for like Purposes on the Main Line of the London and South-western Railway, the Rails to be of not less than Seventy-five Pounds Weight to the Yard. And if within Three Calendar Months after the Date of these Presents the South-western Company shall in Writing demand the making and Completion by the Wimbledon Company of any further Siding Accommodation, Stations, Platforms, Turntables, Water Supply, Buildings, Sheds, Works, or Conveniences, the same, or in case of Difference between the Two Companies so many and such Part or Parts thereof as shall be determined by Arbitration to be proper, to be provided by the Wimbledon Company under this Article, shall be forthwith made and completed by that Company, and after such making and Completion, or after the Expiration of Three Calendar Months from the Date of these Presents, if the South-western Company shall not within that Period have made any such Demand, the Wimbledon Company shall be held to have made and completed all such Siding Accommodation, Stations, Platforms, Turntables, Water Supply, Buildings, Sheds, Works, and Conveniences as they are liable to make and complete or supply.

ARTICLE 5. Articles 1. and 2. and 4. shall be respectively performed by the Wimbledon Company to the entire reasonable Satisfaction of the South-western Company's principal Engineer.

ARTICLE 6. In accordance with the Act of 1857, the South-western Company will provide and from Time to Time repair and renew proper and sufficient Signals and Conveniences incident to the Junction between the Railway and the London and South-western Railway, with proper and sufficient Watchmen, Switchmen, and other Persons, and duly work, manage, and regulate these Signals and Conveniences, and the Wimbledon Company will half-yearly repay or allow to the South-western Company their proper and reasonable Expenses, according to the Act of 1857, in that Behalf.

ARTICLE 7. The Railway shall be maintained in good Condition and working Order by and at the Expense of the South-western Company exclusively, to the reasonable Satisfaction of the Wimbledon Company.

ARTICLE 8. The South-western Company shall have, save as herein-after mentioned, the exclusive Regulation and Management of the Traffic over the Railway, and will accordingly provide and use all Engines, Carriages, moveable Plant, Stores, Superintendence, Labour, and other Requisites proper and sufficient

sufficient for the Reception, Accommodation, Conveyance, and Delivery of all Traffic whatsoever thereon.

ARTICLE 9. The gross Earnings of the Railway shall be apportioned between the Two Companies so that the South-western Company shall retain for such Maintenance, manning, and working Forty-five per Cent. of the gross Earnings, and shall half-yearly pay Fifty-five per Cent. thereof to the Wimbledon Company.

ARTICLE 10. The gross Earnings to be so apportioned shall, as regards everything carried by Passenger Trains, except small Parcels, be the gross Earnings without Deduction, and shall, as regards small Parcels carried by Passenger Trains, and everything carried by Goods Trains, be the gross Earnings, with the Deduction only of the South-western Company's Charges for Collection or Delivery, or both, where they perform those Services respectively, and their Charges for Wharfage and other Services of like Nature where performed by them: And the gross Earnings to be apportioned shall be the entire Rates and Fares whatsoever (subject to the several Deductions herein mentioned, or such of them as shall be applicable,) received in respect of Persons and Things conveyed wholly upon the Railway or any Part thereof; and an equal Mileage or Length Proportion of all such Rates and Fares (subject as aforesaid) received in respect of Persons and Things conveyed partly on the Railway and partly upon the South-western Railway, or partly upon any other Railway, whereon the fixing the Amount of the Rates and Fares is for the Time being under the Control of the South-western Company.

ARTICLE 11. This Agreement, unless and except only so far as it is superseded by a Lease under Parliamentary Authority, according to Articles 13. and 14., shall be an Agreement in perpetuity, subject if and when requisite to the Approval of the Board of Trade.

ARTICLE 12. The Two Companies respectively will use their utmost reasonable Endeavours to obtain the requisite Assent of their respective Shareholders, and, if and when requisite, the Approval of the Board of Trade to this Agreement.

ARTICLE 13. The Two Companies respectively will use their respective tmost reasonable Endeavours to obtain, at the earliest practicable Period, an Act of Parliament for authorizing the Wimbledon Company to grant and the South-western Company to accept a Lease for One thousand Years, or the longest Term which Parliament will sanction, of the Undertaking, Railway, Lands, Buildings, Works, Conveniences, and Property of the Wimbledon Company, at a yearly Rent, payable half-yearly, and which Rent, unless the Two Companies otherwise mutually agree, shall be equivalent to the Fifty-five per Cent. of the gross Earnings which, according to Articles 9. and 10., are to be paid to the Wimbledon Company; but with Liberty for the South-western Company to retain thereout the Expenses to be paid or allowed to them according to Article 6.

ARTICLE 14. If such Parliamentary Authority for a Lease be obtained, then, within Six Calendar Months thereafter, the Wimbledon Company will grant, and

the London and South-western Company will accept, a Lease accordingly for the longest Term sanctioned by Parliament, and thereupon this Agreement shall during the Continuance of the Lease be superseded by the Lease; but if the Term of the Lease be less than One thousand Years, then Articles 6. to 12. both inclusive, shall still remain in full Force, except only while and so far as the Terms and Conditions of those Articles respectively are satisfied by the Terms and Conditions of the Lease.

ARTICLE 15. All the Details with respect to Maintenance, working, Rates and Accounts, and all other Matters whatsoever which it may from Time to Time be requisite to arrange between the Two Companies for the carrying into effect of this Agreement, shall from Time to Time hereafter be determined by a Joint Committee of Directors of the Two Companies, if any, or if none shall be agreed on, then by the respective Boards of Directors of the Two Companies, or failing Determination by such Joint Committee or Boards, and, failing Agreement, shall be determined by Arbitration.

ARTICLE 16. All such Details, and the Covenants, Conditions, and Provisions to be respectively provided for and contained in and by the Lease, shall, before the granting of the Lease, be arranged by the Joint Committee, if any, or if none between the respective Boards of Directors of the Two Companies, or, failing such Arrangement, be determined by Arbitration, and shall accordingly be provided for and contained in and by the Lease, so that the Lease may, so far as practicable, be a final Arrangement between the Two Companies.

ARTICLE 17. The Lease shall contain Provisions corresponding as nearly as may be with Articles 19. to 24., both inclusive, relating to Accounts, and Article 22. for referring Differences to Arbitration.

ARTICLE 18. The South-western Company will at all Times keep all such Accounts, with all such Vouchers as shall be proper and sufficient for the Purposes of this Agreement, and shall keep the same as if the Wimbledon Railway were Part of the South-western Railway, and the Accounts and Vouchers to be so kept were to be kept for the Purposes of the South-western Company.

ARTICLE 19. The Accounts shall be made up by the South-western Company half-yearly to the Thirtieth Day of June and the Thirty-first Day of December in every Year.

ARTICLE 20. Within Twenty-one Days after every such half-yearly Day the South-western Company will deliver to the Secretary of the Wimbledon Company, or leave for him at the Office of the Wimbledon Company, or, if and when there shall not be any such Secretary or Office, will deliver to the Chairman of the Directors, or to Two of the Directors of the Wimbledon Company, neither of them being a Director nominated by the South-western Company, a written Balance Sheet of the Accounts for the then last Half Year, and the Directors of the Wimbledon Company and their Agents shall, immediately after every such Delivery, have full and free Access to the Accounts to which the respective Balance Sheet relates, and the Vouchers for the same, with all proper and sufficient Facilities for examining and transcribing the same, and testing the Accuracy of the Balance Sheet.

ARTICLE 21. If and whenever the Wimbledon Company do not, within One Calendar Month after the Delivery of any such Balance Sheet, by Notice in Writing to the South-western Company, delivered to their Secretary or Treasurer, or left for him respectively at the principal Office in London of the South-western Company, object to the Balance Sheet as being inaccurate, then the Balance Sheet shall, on the Expiration of the One Calendar Month, become conclusive on the Two Companies respectively.

ARTICLE 22. If and whenever the Wimbledon Company do within such One Calendar Month so object, then the respective Agents of the Two Companies shall forthwith examine the Accounts and Vouchers for the then last Half Year, and shall rectify the Errors, if any, in the Balance Sheet, and the Balance Sheet when so rectified shall be conclusive on the Two Companies respectively.

ARTICLE 23. Every half-yearly Payment which by the Balance Sheet to be so delivered as aforesaid shall be acknowledged to be due by the South-western Company to the Wimbledon Company shall be made to the Wimbledon Company within Seven Days after the Delivery of such Balance Sheet; and any further half-yearly Payment which after such Examination and Rectification as aforesaid may be found to be due to the Wimbledon Company shall be made to that Company by the South-western Company within Seven Days after the Day on which the Balance Sheet relating thereto becomes conclusive on the Two Companies respectively.

ARTICLE 24. If for Want of official Approval or otherwise this Agreement or any Part thereof cannot be in all respects specifically performed, yet it shall in all other respects be specifically performed, with such requisite Modifications, if any, as from Time to Time are agreed on between the Two Companies, or, failing such Agreement, are determined by Arbitration.

ARTICLE 25. Neither of the Two Companies will at any Time enter into or sanction any Contract or Arrangement which shall prevent in any respect the specific Performance of this Agreement, or shall be contrary to the true Intent and Spirit thereof.

ARTICLE 26. Every Difference between the Two Companies which is according to this Agreement to be determined by Arbitration, and every other Difference, if any, between them, or in the Joint Committee herein mentioned, which may at any Time arise touching the true Intent, Construction, Effects, Incidents, or Consequences of this Agreement, or the carrying of it into effect, or any Nonperformance or Nonobservance thereof, or any alleged Nonperformance or Nonobservance thereof, or any Loss, Damage, or Expense occasioned or alleged to be occasioned by any such Nonperformance or Nonobservance, or any Claims relating thereto, or any other Difference relating to the Premises, shall from Time to Time be referred to and determined by some Person to be from Time to Time appointed by the Board of Trade, upon the Request of either Party hereto, after Seven clear Days Notice to the other Party of the Intention to make such Request. In witness whereof the said Wimbledon and Dorking Railway Company and the said London and South-

western

western Railway Company have hereunto respectively affixed their Common Seals, the Day and Year first above written.

The Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations hereby certify that they, the Lords of the said Committee, are satisfied that the foregoing Agreement has been duly assented to by the Shareholders of the Companies Parties thereto in Special General Meeting assembled for that Purpose, in manner required by "The South-western Railway Works and Capital Act, 1858," and the Lords of the said Committee, pursuant to the same Act, hereby signify their Approval of the said Agreement.

*The Common Seal of the Wimbledon and Dorking Railway Company.*

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

Signed by order of the Lords of the said Committee, the Seventeenth Day of November One thousand eight hundred and fifty-nine.

DOUGLAS GALTON,
One of the Assistant Secretaries of the said Committee.

MEMORANDUM. That it is the true Intent and Meaning of the within-written Articles of Agreement that the Fifty-five per Centum of the gross Earnings of the Railway, payable half-yearly by the South-western Company to the Wimbledon Company, as mentioned in Article 9. thereof, shall be so paid free from any Deduction on account of Government Duty, Tithe Rentcharge, or Rates, or Taxes of any kind, except Property or Income Tax and Land Tax, all other Charges, Rates, and Taxes being to be borne and paid by the South-western Company out of the remaining Forty-five per Cent. of such gross Earnings.

As witness the Common Seals of the respective Companies, this Twenty-second Day of August One thousand eight hundred and fifty-nine.

*Common Seal of the London and South-western Railway Company.*

*Common Seal of the Wimbledon and Dorking Railway Company.*

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