CHAPTER cxliii.

An Act to authorise the London and South-western Railway Company to enlarge and improve their Waterloo Terminus, to widen their main line of railway in Battersea, to execute other works, and to purchase additional lands, and to raise further moneys; and for other purposes. [16th July 1874.] A.D. 1874.

WHEREAS it is expedient that the London and South-western Railway Company (in this Act called "the Company") be authorised to enlarge and improve their terminus at Waterloo, and in connexion with such enlargement and improvement to divert and stop up parts of certain streets herein-after in that behalf mentioned:

And whereas it is expedient that the Company be authorised to widen their main line of railway in the parish of Saint Mary, Battersea, in the county of Surrey:

And whereas it is expedient that the Company be authorised to lay down and maintain rails or additional rails across and on the level of the public carriage roads in the parishes of Havant in the county of Southampton, and Crediton in the county of Devon, in this Act mentioned:

And whereas the use of the footpaths and occupation road herein-after mentioned, and by this Act authorised to be stopped up and diverted, and the exercise of rights or alleged rights of way over portions herein-after mentioned of the railways of the Company, is attended with danger to the public, and it is expedient that the Company be authorised to stop up or divert those paths and road, and that those rights or alleged rights of way be extinguished:

And whereas the Company are desirous and it is expedient that they be authorised to purchase additional lands for the general purposes of their undertaking in the parishes of East Morden, in the county of Dorset, South Stoneham, in the county of Southampton, Offwell and Chittlehampton, in the county of Devon, and Saint Mary, Battersea, in the county of Surrey:

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And whereas by the Barnstaple and Ilfracombe Railway Act, 1870, (in this Act called "the Ilfracombe Act,") the Barnstaple and Ilfracombe Railway Company (in this Act called "the Ilfracombe Company") were incorporated, with a share capital of one hundred and five thousand pounds, and with power to borrow on mortgage, or to raise by debenture stock, any sums not exceeding in the whole thirty-five thousand pounds, and by that Act heads of agreement were confirmed and made binding upon the Barnstaple and Ilfracombe Railway Company and the Company respectively, whereby the Company were empowered, and in certain events required, to undertake the exclusive working and management, including the entire manning and maintaining, of the railways authorised by the Ilfracombe Act, upon the terms of paying to the Ilfracombe Company a certain proportion of the gross receipts earned on those railways, and of allowing to them (subject as therein mentioned) a rebate out of certain of the gross receipts of the Company, sufficient, with the Ilfracombe Company's proper net receipts from all sources, to enable that Company to pay interest at a rate not exceeding five per cent. per annum on their debenture debt, and a dividend not exceeding five per cent. per annum on their share capital, the aggregate of such debenture debt and share capital not exceeding one hundred and twenty thousand pounds:

And whereas by the Ilfracombe Act the Ilfracombe Company and the Company were authorised from time to time to enter into contracts or arrangements with respect to the management, use, working, and maintenance of the Ilfracombe Railway, or any part or parts thereof, the supply of rolling or working stock and of officers and servants for the conduct of the traffic on the Ilfracombe Railway, and the payments to be made and the conditions to be performed with respect to the matters aforesaid:

And whereas by articles of agreement dated the sixteenth day of February one thousand eight hundred and seventy-one, (in this Act called "the agreement of 1871,") and made between the Ilfracombe Company of the one part and the Company of the other part, (which agreement was, pursuant to the provisions of the Ilfracombe Act, duly approved by the Board of Trade,) it was, amongst other things, provided that if the Ilfracombe Company should, on or before the thirty-first day of December one thousand eight hundred and seventy-three, at their own expense, acquire the properties and construct the railways, stations, works, and conveniences, authorised by the Ilfracombe Act, and in the same agreement mentioned and defined, (and which were therein and are herein-after included under the expression "the Ilfracombe Railway,") the Company should, from and after the completion for

opening of the Ilfracombe Railway for public traffic, at their own expense exclusively and in perpetuity work, manage, and maintain the Ilfracombe Railway, and should be entitled to retain for their own use all tolls, rates, charges, and receipts whatsoever in respect of the Ilfracombe Railway, and in consideration thereof should pay to the Ilfracombe Company in perpetuity the yearly sum of six thousand pounds, free from all deductions (except income or property tax), by half-yearly payments as therein mentioned; and the reciting agreement defined the mode in which and the materials with which the Ilfracombe Railway should be constructed by the Ilfracombe Company; and it was further provided that if the Company should apply to Parliament for powers enabling the Ilfracombe Company to make, and the Company to accept, a transfer or lease of the Ilfracombe Railway on the terms therein mentioned or referred to, the Ilfracombe Company would consent to and support such application, and, if the necessary powers should be obtained, would make an absolute transfer of or perpetual lease of the Ilfracombe Railway to the Company on terms (if not otherwise agreed) analogous to the terms of the now stating articles of agreement, and securing to the Ilfracombe Company the perpetual yearly sum above mentioned:

And whereas by articles of agreement made the thirty-first day of October one thousand eight hundred and seventy-two, (in this Act called "the agreement of 1872," and which agreement has also, pursuant to the provisions of the Ilfracombe Act, been duly approved by the Board of Trade,) modifications or alterations were agreed on as to the mode in which and the materials with which the railway should be constructed; and, in consideration of the increase of expense to be thereby cast upon the Ilfracombe Company, the Company agreed to make certain annual payments to the Ilfracombe Company in addition to the yearly sum of six thousand pounds above mentioned, but by a memorandum dated the nineteenth day of March one thousand eight hundred and seventy-four, under the seals of the respective Companies, and indorsed on the agreement of 1872, it was declared that inasmuch as the Ilfracombe Company had not incurred and would not now incur any increase of expenditure as contemplated by the agreement of 1872, no further annual sum in addition to the yearly sum of six thousand pounds had or would become payable by the Company to the Ilfracombe Company:

And whereas by articles of agreement dated the first day of April one thousand eight hundred and seventy-four, made between the Ilfracombe Company of the one part and the Company of the

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other part, (in this Act called "the agreement of 1874,") it was (article 2) declared that the agreements of 1871 and 1872 should be read and have effect, and the relations established between the Companies should be, as if the thirty-first day of December one thousand eight hundred and seventy-four had been inserted in the agreement of 1871 instead of the thirty-first day of December one thousand eight hundred and seventy-three; and the Companies further agreed, subject to the approval of the proprietors of the respective Companies and the sanction of Parliament, that the undertaking of the Ilfracombe Company should be amalgamated with the undertaking of the Company upon and subject to terms and conditions analogous to those in that behalf in this Act contained:

And whereas the Ilfracombe Company have created and issued the whole of their authorised share capital of one hundred and five thousand pounds, and the same is fully paid up, and they have created debenture stock to the amount of thirty thousand pounds, and it is expedient that provision be made for such amalgamation accordingly:

And whereas it is expedient that the Company be authorised to enter into agreements for the benefit of their officers and servants with friendly and other societies as herein-after in that behalf mentioned:

And whereas it is expedient that for the purposes of this Act the Company be authorised to apply their corporate funds and revenue, and to raise further money by the creation and issue of shares and by borrowing:

And whereas plans and sections of the works by this Act authorised, and plans of the additional lands which by this Act the Company are authorised to purchase and acquire, and books of reference to such plans respectively, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of those lands, were duly deposited with the clerks of the peace for the respective counties within which those works will be constructed and those lands are situate, 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 purposes of this Act cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited as "The South-western Railway (General) Act, 1874."

Provisions of certain general Acts incorporated.

2. The provisions following of "The Companies Clauses Consolidation Act, 1845," videlicet,

With respect to the distribution of the capital of the Company into shares;

With respect to the transfer and transmission of shares;

With respect to the payment of subscriptions, and the means of enforcing the payment of calls;

With respect to the forfeiture of shares upon nonpayment of calls;

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

With respect to the borrowing of money upon mortgage;

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

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

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

"The Lands Clauses Consolidation Acts, 1845, 1860, and 1869;"

"The Railways Clauses Consolidation Act, 1845;" and

Part I. (relating to the construction of a railway) and Part V. (relating to amalgamation) of "The Railways Clauses Act, 1863,"

are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings, unless there be something in the subject or context repugnant to the construction. The expression "the Company" means the London and South-western Railway Company; the expression "the Ilfracombe Company" means the Barnstaple and Ilfracombe Railway Company; and the expression "superior courts," or "courts of competent jurisdiction," or any other like expression in this Act or any Act in whole or in part incorporated with this Act, shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to make works according to deposited plans.

4. Subject to the provisions of this Act the Company may make, lay down, and maintain, in the lines and in accordance with the levels shown on the deposited plans and sections, the works described in

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this section, with all proper lines of rails, sidings, turntables, stations, approaches, roads, buildings, yards, bridges, arches, viaducts, and other works and conveniences connected therewith, and may enter upon, take, and use such of the lands shown on the deposited plans and specified in the deposited books of reference as may be required for the purpose. The works referred to in this section and authorised by this Act are,—

(A) A widening, enlargement, and improvement of the Company's Waterloo terminal station on the north-west side thereof;

(B) A diversion of Vine Street, commencing at or near the point at which Little Vine Street joins Vine Street, and terminating at or near the junction of Cross Street and Agnes Street;

(C) A widening and improving of Cross Street between the point at which the diversion by this Act authorised of Vine Street will terminate and York Road;

(D) A stopping up of so much of Vine Street as lies between the commencement of the diversion by this Act authorised of that street and York Road, and of so much and such parts of Anne Street and Agnes Street respectively as lie to the southward or south-westward of Cross Street;

(E) The widening and improvement of the Company's Waterloo terminal station on the eastern or south-eastern side thereof;

The above works, A, B, C, D, and E, will be in the parish of St. Mary, Lambeth, in the county of Surrey;

(F) A widening of the main line of railway of the Company on the north-western side thereof in the parish of Saint Mary, Battersea, and county of Surrey, commencing at the point at which that railway crosses over Stewart's Lane, and continuing for a distance of 56 chains or thereabouts, measured along the railway in the direction of Clapham Junction;

(H) Two lines of rails to be laid across and on the level of that part of the public carriage road in the parish of Havant, in the county of Southampton, leading from the town of Havant to the Havant Gasworks and Cemetery, upon which the land and property of the Company immediately northward of the gasworks abuts; and

(I) One line of rails (in addition to those already existing) to be laid across and on the level of the public carriage road which crosses on the level the North Devon Railway of the Company at or near the western end of the Crediton station, in the parish of Crediton in the county of Devon:

Provided always, that the Company shall not exercise the powers of this section with regard to the said public carriage road in the

parish of Havant unless nor until they shall have conveyed to the local board for the district of Havant, in whom that road is vested, or as they may direct, the piece of land (intended as the site of a new road to be made by the said local board) coloured pink upon a plan in duplicate signed by Samuel Bircham on behalf of the Company, and by Charles J. Longcroft on behalf of the said local board, and have delivered possession of the said piece of land to the said local board or as they may direct, the said piece of land having been previously fenced off with good and sufficient post and rail fences from the adjoining land on either side thereof.

Extending to this Act section 9 of 36 & 37 Vict. c. clxi.

5. Section 9 of "The South-western Railway (General) Act, 1873," for protection of sewers of Metropolitan and other boards, shall be incorporated with this Act, and shall be deemed to form part thereof, and to apply to the works hereby authorised in the parishes of Saint Mary, Lambeth, and of Saint Mary, Battersea.

As to works in Lambeth.

6. The following stipulations shall apply to the works in the parish of Saint Mary, Lambeth, unless otherwise agreed between the Metropolitan Board of Works (who are in this enactment referred to as "the Board") and the Company:

(1.) The powers referred to in this Act as works D shall not come into force unless and until Cross Street shall have been extended to Vine Street, and shall have been opened to the public as a thoroughfare for passenger and carriage traffic:

(2.) The diversion of Aubyn Street shall be made as shown upon the deposited plan so as to join Granby Place; and the said Aubyn Street as diverted shall also be extended up to Granby Place at or near the junction of Little York Street with Granby Place:

(3.) The bridge or widenings of the existing bridges to be made over Aubyn Street as extended as aforesaid, and the bridges and works to be constructed by the Company over Granby Place and York Street, shall be constructed so that there shall be a clear span of not less than forty feet throughout, measured on the square, and a clear headway of not less than eighteen feet, for the entire width of the bridge or works over the said roads:

(4.) The bridges shall be water-tight, and so constructed as to, so far as is practicable, deaden the sound of engines, carriages, and traffic passing over them:

(5.) The Company shall not commence the erection of any such bridge or works until they shall have given to the Board twenty-one days notice in writing of their intention to

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commence the same by leaving such notice at the office of the Board, with plans, elevations, sections, and other necessary particulars of the construction of the said bridges and works, nor until the Board shall have signified their approval of the same, unless the Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid, in which event the Company may proceed forthwith with the works according to the said plans, elevations, and sections:

(6.) The Company shall comply with and conform to all reasonable directions and regulations of the Board in the execution and subsequent maintenance of the bridges, and works connected therewith, and shall defray the cost of any extra lamps which may, in the opinion of the Board, be necessary for lighting the roads where they are crossed by the works of the Company, and the Company shall save harmless the Board and the vestry of Lambeth against all and every expense to be occasioned thereby; and all such works shall, subject to the provisions of this Act, be done to the reasonable satisfaction of the engineer or other officer or officers of the Board, at the costs, charges, and expenses in all respects of the Company; and all costs, charges, and expenses which the Board may be put to by reason of the works of the Company, whether in the execution of works, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the Board by the Company on demand.

For protection of the London Necropolis, &c. Company.

7. In exercise of the powers by this Act conferred upon the Company with respect to the taking and using of lands in the parish of Saint Mary, Lambeth, in the county of Surrey, and in the occupation of the London Necropolis and National Mausoleum Company (herein-after referred to as "the Necropolis Company"), the following provisions shall take effect:

(A) The Company shall not, for the purposes of this Act, without the consent in writing of the Necropolis Company under their common seal, or their assigns, enter upon and take or use any portion of the premises distinguished ~~on the~~ deposited plans by the number 152, in the parish of Saint Mary, Lambeth, beyond an imaginary line drawn sixteen feet from and parallel to the easternmost rail of the Company's down main line pair of rails:

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(B) The Company shall be at liberty to remove the western wall of the station premises occupied by the Necropolis Company, and erect a screen of such materials and in such position as shall be agreed on by the respective engineers or surveyors of the two Companies:

(C) The Company will, at their own expense, secure to the Necropolis Company a communication with their main line of railway as convenient as that at present afforded, and will pay all expenses in connexion with the intended alteration of the wall and erection of the proposed screen, or otherwise in connexion with any interference with the Necropolis Company's property:

(D) The Company shall, at their own expense, erect a new roof over the Necropolis Company's departure siding and platform, such roof to be erected to the reasonable satisfaction of the surveyor of the Necropolis Company:

(E) The Company shall not, for the purposes of this Act, interfere with the roads or approaches to the Necropolis Company's station, or with any of the arches or other property belonging to or held by the Necropolis Company (except the before-mentioned portion of the said property numbered 152), without the consent in writing of the Necropolis Company under their corporate seal:

(F) In the event of any difference between the two Companies, or their respective engineer or surveyor, in connexion with the works and conveniences to be erected and provided under this section, the same shall from time to time be settled by an arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers, the costs, charges, and expenses of every such arbitration to be borne and paid by the Company:

(G) The Company shall pay to the Necropolis Company such compensation for the property taken from the Necropolis Company, and for any damage done to the remainder of their property, as shall (in case of difference) be settled by arbitration in the manner prescribed by "The Lands Clauses Consolidation Act, 1845," with respect to the taking of lands otherwise than by agreement.

Not to interfere with London, Chatham, and Dover Railway without their consent.

8. And for the protection of the London, Chatham, and Dover Railway Company and their railway, be it enacted as follows: The Company shall not, for the purpose of the said intended widening (F), acquire, except with the consent of the London, Chatham, and Dover Railway Company (herein-after called "the Chatham Com-

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pany"), any ownership of or in any land or property of the Chatham Company, or which that Company are now authorised to acquire, but the Company shall acquire only an easement or right for the making, maintaining, and using of the said intended widening; and the Company shall not enter upon or interfere with the London, Chatham, and Dover Railway (herein-after called "the Chatham Railway"), or any of the lands or works of the Chatham Company, or execute any work whatever over, under, or affecting the same, unless and until they have submitted and delivered to the Chatham Company plans, drawings, and specifications to describe the manner of executing the intended works, and the materials to be used for the same, or until those plans, drawings, and specifications have been examined and approved, in writing under his hand, by the principal engineer of the Chatham Company, or, in the event of his failing to approve the same for one calendar month after the plans, drawings, and specifications have been delivered to that Company, until the same have been examined and approved by an engineer to be appointed by the Board of Trade; and the said works shall be executed by the Company at their sole expense, and shall be subsequently maintained by them in all time coming, according to the approved plans, drawings, and specifications, under the superintendence and to the reasonable satisfaction of the principal engineer for the time being of the Chatham Company.

Company to pay to Chatham Company expenses of watchmen during construction of works.

9. The Company shall bear, and on demand pay to the Chatham Company, the expense of the employment by them, during the erection of the said works for the widening (F) of the Company's main line of railway, of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway with reference to and during the execution of the said works, and for preventing as far as possible all interference, obstruction, danger, and accident with and to the persons using the Chatham Railway, and the traffic thereon, by reason of the operations or of the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise.

Penalty in case of interruption of traffic on Chatham Railway.

10. If by reason of any works or proceedings of the Company with reference to the said widening (F) of their main line of railway, there shall be any obstruction of or interference with the Chatham Railway so as to prevent or impede the free and convenient passage of engines and carriages along the same, the Company shall pay to the Chatham Company the sum of twenty pounds by way of ascertained damage for every hour during which such obstruction or interruption continues.

Company to pay all damages sustained by Chatham Company.

11. The Company shall from time to time be responsible for and make good to the Chatham Company all costs, losses, damages, and expenses from time to time occasioned to the Chatham Railway, or any of the works and property thereof, or the traffic thereon, or any person or persons using the same, or otherwise, by reason of the execution or failure of or incidental to the said widening (F), or of any act or omission of the Company, or any of the persons in their employ, or their contractors or others; and the Company shall effectually indemnify the Chatham Company from all claims and demands upon or against them by reason of any such execution or failure of any such act or omission.

Height and span of bridges.

12. The Company may, in widening their main line of railway in the parish of Saint Mary, Battersea aforesaid, under the powers of this Act, make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively; (that is to say,)

No. on deposited Plan.	Parish.	Description of Road.	Height.	Span.
5	Saint Mary, Battersea	Public carriage road -	9 feet	14 feet
11	Saint Mary, Battersea	Private carriage road -	9 feet	12 feet

Vesting in the Company the sites of certain streets to be stopped up.

13. When and so soon as the diversion by this Act authorised of Vine Street shall be completed, the site and soil of the portions by this Act authorised to be stopped up of Vine Street, Anne Street, and Agnes Street are by this Act vested in the Company, freed and discharged from all public and private rights over or affecting the same.

Diversion of Vine Street when constructed to be dedicated to the public.

14. The portion of road to be made by the Company for the diversion of Vine Street shall be maintained by the Company for twelve months after the diversion shall be completed, in good order and condition; and upon the granting of a certificate by two justices (which certificate any two justices are hereby authorised to give) that the new portion of road has been so made and so maintained, the same is by this Act dedicated to the public as a public carriage road, and shall thenceforth be repaired and maintained accordingly.

Company may stop up or divert certain footpaths, &c.

15. The Company may stop up or divert the following footpaths and occupation road, or any part or parts thereof respectively, videlicet,

(A) A footpath now crossing on the level the Thames Valley Railway and the Kingston Extension Railway of the Com-

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pany, at or near Fulwell Junction, in the parish of Twickenham, in the county of Middlesex:

(B) A footpath now crossing on the level the Exeter and Crediton Railway at or near the south-eastern end of the passenger platforms of the Saint Cyres station on that railway, in the parish of Newton Saint Cyres, in the county of Devon:

(C) An occupation road and footpath now crossing on the level the North Devon Railway of the Company at the southern end of the passenger platforms of the Umberleigh station, in the parish of Chittlehampton, in the county of Devon:

Provided always, that the Company shall provide for the use of the public, before stopping up or diverting any public footpath under this Act, and in lieu of the same, such other communication over, under, or by the side of the railway of the Company, or (as the case may be) of the Exeter and Crediton Railway, as, having regard to the circumstances of each case, may be reasonable, or, as to any communication proposed by the Company in lieu of any public footpath, the Board of Trade, in the event of any difference between the Company and the authority having jurisdiction in the case of the respective footpath, may require or approve.

Extinguishment of certain public and private rights of way, &c.

16. All public and private rights of way, and all other rights, easements, and privileges across, over, or affecting—

(A) The site of the passengers and goods stations, yards, and approaches at or connected with Gillingham station on the Salisbury and Yeovil Railway, and

(B) The Exmouth Railway of the Company between Lympstone station and a point about one hundred and twenty chains from that station, measuring along that railway in the direction of Exmouth,—are by this Act extinguished.

Compensation to be made in respect of private rights extinguished.

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

Power to Company to take lands for general pur-

18. Subject to the provisions of this Act the Company may enter upon, take, hold, and use for the general purposes of their undertaking the whole or any part or parts of the lands in the parishes

next herein-after mentioned shown on the deposited plans and described in the deposited books of reference, or interests, rights, or easements in, over, or affecting the same; (that is to say,) poses of their undertaking.

(A) In the parish of Offwell, in the county of Devon, near Honiton Tunnel;

(B) In the parish of East Morden, in the county of Dorset, near Wareham;

(C) In the parish of South Stoneham, in the county of Southampton, near Bishopstoke;

(D) In the parish of Chittlehampton, in the county of Devon, near Umberleigh station;

(E) In the parish of Saint Mary, Battersea, in the county of Surrey, near the widening authorised by this Act of the Company's railway in that parish.

Company not to take certain lands in the parish of EastMorden, Dorset, without consent.

19. Nothing in this Act contained shall authorise the Company, without the consent in writing of the owner thereof, to take, use, or enter upon the lands in the parish of East Morden, in the county of Dorset, and respectively numbered on the deposited plans 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, and 13 in that parish, or any of them.

Interpretation of "parish clerks," &c.

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

Tolls.

21. The Company may from time to time, in respect of the additional rails and other works which by this Act they are authorised to make, lay down, and maintain, demand and take for all passengers, animals, small parcels, and goods conveyed thereon or using the same, and for carriages, waggons, and trucks respectively conveying such passengers, animals, small parcels, and goods, and for locomotive engines or other power, and for all services performed by the Company thereon, and for all other matters with respect to traffic thereon, such and the same amount of tolls, rates, and other charges as by the several Acts relating to the Company, or any of those Acts, the Company are authorised to demand and take for like traffic services and matters on and with respect to the Company's main line of railway, and in like manner and with and

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subject to like powers and provisions in all respects as if the additional rails and other works by this Act authorised were part of that main line.

Period for compulsory purchase of lands.

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

Notice to be given of taking houses of labouring classes.

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

Easements, &c. may be granted by incapacitated persons.

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

Effect of agreements of 1871 and 1872.

25. The agreements of 1871 and 1872 between the Ilfracombe Company of the one part, and the Company of the other part, shall be read and have effect, and the relations established between the Companies shall be, as if the thirty-first day of December one thousand eight hundred and seventy-four had been inserted in the agreement of 1871 instead of the thirty-first day of December one thousand eight hundred and seventy-three.

Ilfracombe Company and the Company may put following provisions of this Act in force.

26. If at any time after the passing of this Act the Company and the Ilfracombe Company shall set their respective common seals to a notice that it is their intention that the provisions contained in this Act for the transfer and amalgamation of the undertaking of the Ilfracombe Company to and with the undertaking of the Company shall have effect, or if at any time after the Ilfracombe Company, in fulfilment of and in accordance with the agreements of 1871 and 1872, and their relations with the Company as altered by article 2 of the agreement of 1874, shall have acquired

the land and properties which they are, by the terms of the agreements of 1871 and 1872, as a condition precedent to the obligations thereunder of the Company, to acquire for the purposes of their railways and works, and shall have made and completed the railways, stations, works, and conveniences to the satisfaction of the Company which they are by the same agreements to make and complete as a condition precedent to the same obligations, either Company shall serve upon the other of them a notice in writing under the common seal of the Company, giving the notice and requiring that the provisions contained in this Act for the transfer and amalgamation of the undertaking of the Ilfracombe Company to and with the undertaking of the Company shall have effect, then, without prejudice as herein-after mentioned to the existing rights, duties, and obligations of the respective Companies, the one in respect of the other, under the agreements of 1871 and 1872 as altered by section 25 of this Act, and upon the publication in the London Gazette of the notice so jointly sealed or so served, those provisions shall, from and after the joint sealing or (as the case may be) the service of such notice and publication, have effect accordingly, and may be enforced by either of the Companies against the other of them.

Ilfracombe Company to deliver plan, &c. to Company, and produce conveyances, &c.

27. The Ilfracombe Company shall, immediately after the joint sealing or (as the case may be) the service and publication of the notice in the last preceding section mentioned, and at their expense, deliver to the Company a plan, certified as correct by the chairman, engineer, and secretary of the Ilfracombe Company, showing all the lands and properties necessary and proper, in conformity with the intentions of the agreements of 1871 and 1872, to be acquired by the Ilfracombe Company; that is to say, all the lands and properties necessary for forming the site of the railway No. 1 and of the railway No. 2 authorised by the Ilfracombe Act to be constructed by the Ilfracombe Company, and of the several stations, approaches, works, and conveniences necessary and proper to be made in connexion therewith, and which are enumerated or referred to in article 2 of the agreement of 1871, and in article 2 of the agreement of 1872, or in either of those articles; and the Ilfracombe Company shall also produce and show to the Company deeds and instruments purporting to be conveyances to the Ilfracombe Company of the same lands and properties in consideration of sums in gross, and in fee simple in possession, and free from all incumbrances, rentcharges, rents, and outgoings, (except a duly apportioned amount of the tithe commutation rentcharge, which apportionment shall be made and carried out by and at the expense of the Ilfracombe Company,

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and except outgoings ordinarily paid by occupiers,) and also certificates of redemption or other evidence that the same lands and properties are freed and exonerated from land tax.

Evidence of title of Ilfracombe Company.

28. The Company shall accept as evidence of the title of the Ilfracombe Company to the lands and properties mentioned in the last preceding section, deeds and instruments purporting to be such conveyances as in the same section mentioned; and all such plans, deeds, and instruments purporting to be such conveyances shall at the period of amalgamation be handed over to the Company.

Ilfracombe Company to deliver accounts, &c.

29. The Ilfracombe Company shall also, immediately after the joint sealing or (as the case may be) the service and publication of the notice of amalgamation, and at their expense, deliver to the Company an account showing all and every the debts, liabilities, and pecuniary obligations of the Ilfracombe Company, and there shall be added to the account a certificate under the hands of the chairman, accountant, and secretary of the Ilfracombe Company that the account is correct, and that the Ilfracombe Company are not indebted in any manner nor to any company or person in respect of any amount not specified in the account; and the Ilfracombe Company shall forthwith either pay, discharge, and satisfy all their debts, liabilities, and obligations, or give to the Company such an indemnity as shall be approved by the Company against such of them as shall not be so paid, discharged, or satisfied, it being the intent and meaning of this Act that, notwithstanding the completion of the transfer and amalgamation, the Company shall not, as between the Companies, be liable to pay, discharge, or satisfy any debt, liability, or pecuniary obligation of the Ilfracombe Company.

Ilfracombe Company to transfer their undertaking, &c. to the Company.

30. When and so soon as the Ilfracombe Company have fulfilled their obligations under the three last preceding sections of this Act, or with such of them as shall not be dispensed with by the Company by writing under their common seal, they shall, upon and in consideration of the performance by the Company of the provision herein-after contained for the creation, issue, and registering by them of debenture stock and Ilfracombe rentcharge stock, do and execute all necessary acts and deeds for transferring to and vesting in the Company in accordance with this Act all the undertaking, works, property, and effects, rights, powers, and privileges (except as herein-after excepted) of the Ilfracombe Company, and comprising especially all lands, hereditaments, railways, sidings, yards, stations, station-houses, warehouses, sheds, cottages, buildings, plant, fixtures, fittings, furniture, stores, water supply, works, approaches, conveniences, and other things whatsoever, whether complete or incomplete, of or to which the Ilfracombe Company

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are or may be seised, possessed, or entitled for any estate or interest whatsoever, or which they are or may be authorised to make or acquire; and such lands and hereditaments shall be vested in the Company in fee simple in possession, free from all incumbrances, except the debenture debt or debenture stock (not exceeding in all thirty thousand pounds) of the Ilfracombe Company, and free from all rentcharges, rents, and outgoings, except a duly apportioned amount of the tithe commutation rentcharge, and except outgoings ordinarily paid by occupiers.

Transfer to be by deed duly stamped.

31. The transfer to the South-western Company mentioned in the last preceding section shall be evidenced by a deed of conveyance duly stamped, and wherein the full consideration for the transfer is fully and truly set forth.

Amalgamation of undertakings of the two Companies.

32. Upon the completion of the transfer and vesting provided for by the last preceding section, the undertaking, works, property, and effects, and the rights, powers, and privileges (except as hereinafter expressed) of the Ilfracombe Company shall be amalgamated with the undertaking, works, property, and effects, and the rights, powers, and privileges of the Company. The time at which such completion and amalgamation shall take place is in this Act called "the period of amalgamation."

Excepting certain property and effects of the Ilfracombe Company.

33. The property and effects of the Ilfracombe Company mentioned in the two last preceding sections of this Act shall not comprise—

(A) The stock constituting the consideration for the intended transfer and amalgamation:

(B) The cash (if any) belonging to the Ilfracombe Company which may be in their hands at the period of amalgamation:

(C) The moneys (if any) which, under the agreements of 1871 and 1872 and this Act, or either of them, may be due or payable at the period of amalgamation from or by the Company to the Ilfracombe Company:

(D) The lands (if any) then belonging to the Ilfracombe Company, and not comprised in the lands necessary and proper to be acquired by the Ilfracombe Company as and for the purposes mentioned in section 27 of this Act:

And the property and effects in this section mentioned shall, notwithstanding the amalgamation, belong to the Ilfracombe Company.

Excepted lands to be offered to Company

34. Twenty-eight days at least before the Ilfracombe Company sell or otherwise dispose of any of the lands which, under the last preceding section of this Act, are, notwithstanding the amalgama-

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before sale thereof by Ilfracombe Company.

tion, to belong to them, they shall (but subject and without prejudice to any existing right of pre-emption by any other party) offer in writing to sell the same to the Company, and if the offer be within those twenty-eight days accepted in writing, the consideration to be paid for the purchase shall (failing agreement) be settled by the decision of a single arbitrator; and the arbitration shall be conducted in the manner, and with the incidents as to costs and otherwise, prescribed and provided by the Lands Clauses Consolidation Acts, 1845, 1860, and 1869; and in the construction of those Acts the Company shall be deemed to be the promoters of the undertaking, and the Ilfracombe Company shall be deemed to be owners of lands required to be taken for the purposes of the undertaking; and if the offer be not within those twenty-eight days accepted, the same shall be considered as rejected.

Ilfracombe Company not to borrow on mortgage more than 30,000*l.*

35. The Ilfracombe Company shall not, without the consent in writing of the Company under their common seal, create or issue debentures or debenture stock to a greater extent than thirty thousand pounds, the amount of debenture stock already created by them; and previously to the period of amalgamation, the Ilfracombe Company shall certify under the hands of their chairman and secretary respectively that the borrowing powers of the Ilfracombe Company have not been exercised otherwise than by the creation and issue of debenture stock to the amount of thirty thousand pounds.

Consideration for amalgamation.

36. Upon and in consideration of the performance by the Ilfracombe Company of the foregoing provisions of this Act, the Company shall, as the consideration for the intended amalgamation, create, issue, and register in their books, in the several amounts and in the several names to be respectively indicated to the Company, by writing under the common seal of the Ilfracombe Company and the hands of the chairman and secretary of the Ilfracombe Company,—

(1.) An aggregate amount of thirty thousand pounds of perpetual debenture stock of the Company, to bear interest at the rate of four and a quarter per cent. per annum from and after the period of amalgamation, and the same stock to be subject to all then existing mortgages and debentures and debenture stock of the Company, and to be so created, issued, and registered in exchange for and on the cancellation, with the consent in writing of the respective holders thereof, of the same aggregate amount of debenture stock of the Ilfracombe Company:

(2.) An aggregate amount of one hundred and five thousand pounds of rentcharge stock of the Company, to be called "Ilfracombe Rentcharge Stock," and to bear dividend as from the period of amalgamation at the rate of four and a half per centum per annum, and the same rentcharge stock to have the same rank and priority of claim against and upon the Company as the annual sum of six thousand pounds made payable to the Ilfracombe Company by the Company under the agreements of 1871 and 1872 has during the continuance of those agreements, and to have priority of all the existing preferential stock of the Company, and to be created, issued, and registered in exchange for and on the cancellation of the same aggregate amount of the existing ordinary shares of the Ilfracombe Company.

Debenture stock, &c. to be upon same trusts, &c.

37. Debenture stock and rentcharge stock created, issued, and registered under the last preceding section of this Act shall vest in the persons entitled to the same, subject and liable to the same trusts, powers, provisions, declarations, agreements, charges, liens, and encumbrances as, immediately before the vesting, affected the debenture stock or, as the case may be, the shares of the Ilfracombe Company for which the same is substituted, and so as to give effect to and not revoke any testamentary disposition of or affecting the same.

Saving agreements of 1871 and 1872.

38. Until the period of amalgamation the provisions of this Act shall be without prejudice to the agreements of 1871 and 1872 as modified by section 25 of this Act; and those agreements as so modified shall continue in force, and all rights, duties, and obligations conferred or imposed thereby upon either Company shall be enjoyed, performed, and observed by each Company up to the same period; and the annual sum payable by the Company to the Ilfracombe Company under the agreements of 1871 and 1872 respectively, or either of them, or a proportionate part thereof, in respect of the period which shall elapse between the commencement of the working of the railways of the Ilfracombe Company by the Company, under those agreements or either of them, and the period of amalgamation, shall be paid by the Company.

Ilfracombe Company to wind up their affairs.

39. After the period of amalgamation and the performance by the Company of their obligations under sections 27, 28, and 29 of this Act, the Ilfracombe Company shall proceed with all reasonable despatch, and as speedily as the circumstances permit, to wind up their affairs, and in order thereto shall sell and convey or otherwise

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dispose of all such parts (if any) of their lands, property, and effects as are not in accordance with or by this Act vested in the Company, and, subject to the payment, satisfaction, or discharge of all their debts, liabilities, and engagements, shall distribute and pay their net moneys to and among the several persons who, immediately previous to the period of amalgamation, were the registered shareholders of the Ilfracombe Company, in proportion to their respective shares of the capital of the last-mentioned Company, or their respective executors, administrators, successors, or assigns.

Payments into court by the Ilfracombe Company.

40. Provided, that where the Ilfracombe Company are, for twelve months after the period for the distribution of their net moneys, unable, after diligent inquiry, to ascertain the person to whom any part thereof ought to be paid, or who can give an effectual receipt for the same, the Ilfracombe Company may pay the same into the Court of Chancery under any Act from time to time in force for the relief of trustees; and every such payment into court shall conclusively discharge the Ilfracombe Company from all further liability with respect to the net moneys 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 Ilfracombe Company.

41. When all the debts, liabilities, and engagements of the Ilfracombe Company are paid, satisfied, or discharged, and their net moneys are distributed in accordance with this Act, they shall be by this Act dissolved, and shall wholly cease to exist.

Power to Company to enter into agreements with friendly and other societies.

42. The Company on the one hand, and on the other hand any incorporated or other company or association formed or registered or intending to be formed or registered under the Acts from time to time relating to friendly, or benefit, or provident, or industrial societies, or savings banks, for the purposes authorised by those Acts or any of them, or any committee or persons nominated or approved by the members of any such company or association to act on their behalf, or any persons proposing to carry into effect similar objects and purposes, may from time to time enter into and carry into effect such agreements, and make such rules and regulations, as they from time to time see fit with respect to the following purposes, or any of them; that is to say,

The payments to be made by the Company to or towards the funds of such company, corporation, society, and association for or on behalf of or for the benefit of persons from time

to time being or having been officers or servants of the Company:

The benefits and advantages to be derived by such persons, and the payments to be from time to time made by such company, corporation, society, or association to such persons, or their representatives:

The making, application, and enforcement of such rules and regulations, and the imposing and levying of penalties and fines:

The settlement of disputes by arbitration or otherwise, and all incidental matters.

Company may raise further moneys for purposes of lease, sale, or amalgamation of undertaking of Ilfracombe Company.

43. For the purposes of any lease, sale, transfer, or conveyance to the Company of the undertaking or any part of the undertaking of the Ilfracombe Company, the Company from time to time may raise by new shares or new stock (whether ordinary or preferential or both) any sum or sums necessary for that purpose, and may apply the money so raised accordingly, and shall not apply for any other purpose any money so raised: 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 any such lease, sale, transfer, or conveyance, shall not exceed the total amount of the authorised capital and borrowing powers of the Ilfracombe Company.

Power to Company to raise further money for other purposes of this Act.

44. For all or any of the purposes of this Act (other than the purposes for which the Company are by any preceding section of this Act authorised to raise further money), and for the general purposes of the Company, the Company from time to time may raise by new shares or new stock (whether ordinary or preferential or both) any sum or sums not exceeding in the whole two hundred and forty thousand pounds.

Shares not to be issued until one fifth paid.

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

Calls.

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

Provisions of Company's Act of 1862 extend to

47. The provisions of sections 47 to 70 (both inclusive) of "The South-western Railway (Additional Powers) Act, 1862," with respect to preferential shares and stock, and the cancellation of

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shares and stock under this Act.

shares and stock, and the issue of new shares or stock instead of cancelled shares or stock, and with respect to voting for shares or stock, and otherwise respecting shares and stock, extend to this Act with respect to the Company, and the shares and stock which by this Act they are authorised to create and issue.

Further borrowing powers.

48. The Company may from time to time, in respect of the additional capital of two hundred and forty thousand pounds which by this Act they are authorised to raise, borrow on mortgage (in addition to any sums which they are for the time being authorised to borrow) any sum not exceeding in the whole eighty thousand pounds, but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half of such capital is paid up, and the Company have proved to the justice who is to certify under section 40 of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that shares for the whole of such portion of capital have been issued and accepted, and that one half of such portion of capital has been paid up, and that not less than one fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and that stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted and paid up bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if any portion of the said capital is raised by shares, that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which shall be sufficient evidence thereof.

Existing mortgages to have priority.

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

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

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

For appointment of receiver.

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

Interest not to be paid on calls paid up.

52. The Company shall not, out of any money by this Act authorised to be raised by calls 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 that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

53. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, is required to be deposited in respect of an application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Railways not exempt from provisions of present and future general Railway Acts.

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

Expenses of Act.

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

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