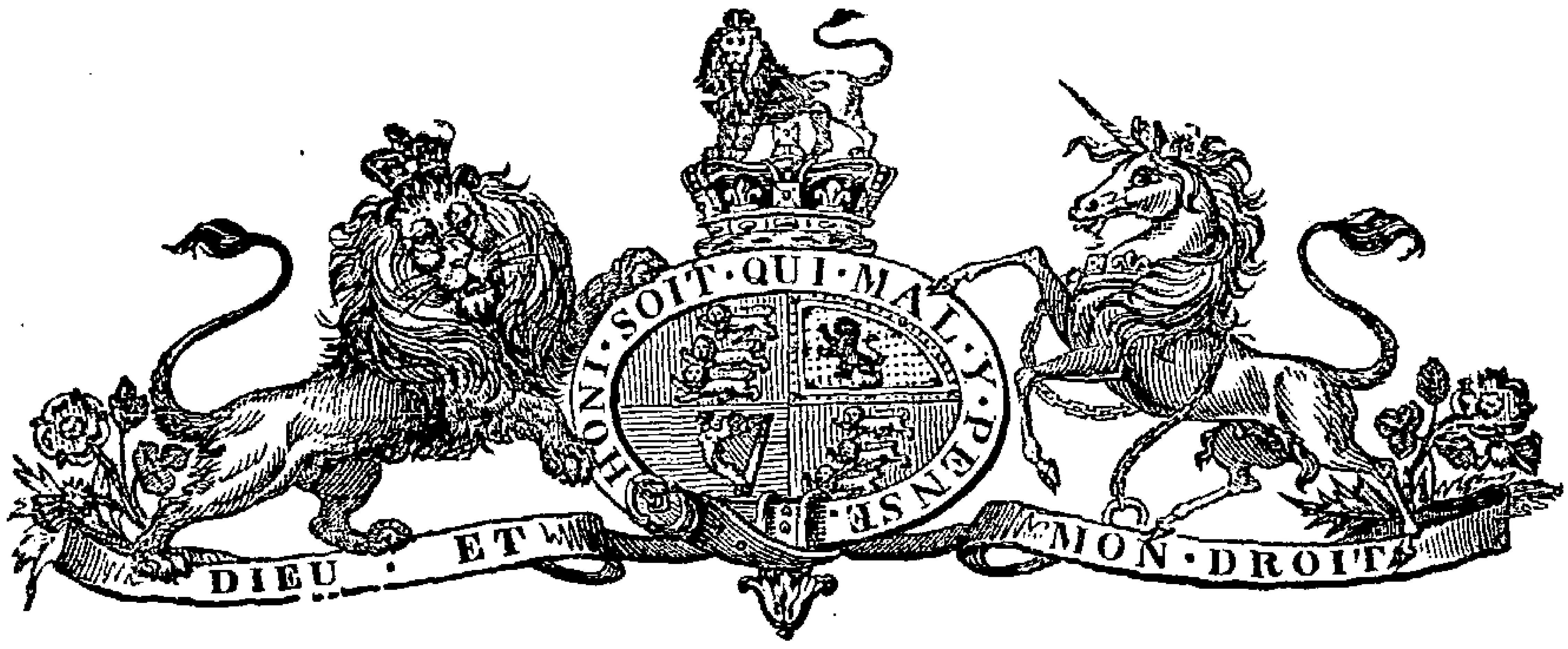


ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. ccxxvii.

An Act for the Amalgamation of divers Railway Companies with the *London and South-western* Railway Company, for authorizing that Company to make and maintain additional Lines of Railway, and to raise further Monies; and for other Purposes. [25th *July* 1864.]

WHEREAS the *London and South-western* Railway Company (in this Act called the Company) were originally incorporated by the Act (Local) of the Session of the Fourth and Fifth Years of *William* the Fourth, Chapter 88, and divers other Acts have since been passed which affect the Company: And whereas the following Local Acts relating to the *North Devon* Railway and Dock Company (in this Act called the *North Devon* Company) have been passed; that is to say, First and Second *Victoria*, Chapter 27; Eighth and Ninth *Victoria*, Chapter 107; Ninth and Tenth *Victoria*, Chapter 355; Tenth and Eleventh *Victoria*, Chapter 273; Fourteenth and Fifteenth *Victoria*, Chapter 83: And whereas the *North Devon* Company have made and completed the *North Devon* Railway:

4 & 5 W. 4. c. lxxxviii.
1 & 2 Vict. c. xxvii.
8 & 9 Vict. c. cvii.
9 & 10 Vict. c. ccclv.
10 & 11 Vict. c. cclxxiii.
14 & 15 Vict. c. lxxxiii.

And whereas by "The *London and South-western* Railway (*Exeter* and *North Devon*) Act, 1860," the *North Devon* Company were authorized to make and the Company were authorized to accept a Lease of the Undertaking and Railway of the *North Devon* Company: And whereas the Company are now managing and working the *North Devon* Railway as Lessees thereof for One thousand Years: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *North Devon* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Heads of Arrangement between those Two Companies which are set forth in the First Schedule to this Act annexed: And whereas it is expedient that those Heads of Arrangement be confirmed, and the Amalgamation be effected accordingly, and the *North Devon* Company be dissolved: And whereas the following (Local) Act relating to the *Bideford Extension* Railway Company (in this Act called the *Bideford* Company) has been passed, that is to say, Sixteenth and Seventeenth *Victoria*, Chapter 140: And whereas the *Bideford* Company have made and completed the *Bideford Extension* Railway, being a Railway in Extension of the *North Devon* Railway: And whereas by "The *London and South-western* Railway (*Exeter* and *North Devon*) Act, 1860," the *Bideford* Company were authorized to make and the Company were authorized to accept a Lease of the Undertaking and Railway of the *Bideford* Company: And whereas the Company are now managing and working the *Bideford Extension* Railway as Lessees thereof for One thousand Years: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Bideford* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Heads of Arrangement between those Two Companies which are set forth in the Second Schedule to this Act annexed: And whereas it is expedient that those Heads of Arrangement be confirmed, and the Amalgamation be effected accordingly, and the *Bideford* Company be dissolved: And whereas by "The *Southampton and Netley* Railway Act, 1861," the *Southampton and Netley* Railway Company (in this Act called the *Netley* Company) were incorporated, and were authorized to make and maintain the *Southampton and Netley* Railway (in this Act called the *Netley* Railway), being a Railway commencing by a Junction with the *London and South-western* Railway (in this Act called the *South-western* Railway): And whereas "The *Southampton and Netley* Railway Act, 1863," has also been passed with respect to the *Netley* Company: And whereas the *Netley* Company are making the *Netley* Railway, and have raised and expended thereon more than One Half of their Capital: And whereas a Bill has been introduced into Parliament in the present Session for authorizing the making and maintaining of

16 & 17 Vict. c. cxl.

23 & 24 Vict. c. ciii.

24 & 25 Vict. c. ccxx.

26 & 27 Vict. c. lxx.

of a Railway by way of Deviation of and Substitution for Part of the authorized Line of the *Netley* Railway, and for other Purposes: And whereas an Arrangement for the Amalgamation of the Undertaking, Railway, Property, and Effects of the *Netley* Company with the Undertaking, Railway, Property, and Effects of the Company has been come to, and the Terms thereof appear by the Memorandum of Arrangement set forth in the Third Schedule to this Act annexed: And whereas it is expedient that that Memorandum of Arrangement be confirmed, and the Amalgamation be effected accordingly, and the *Netley* Company be dissolved: And whereas by "The *Andover and Redbridge* Railway Act, 1858," the *Andover and Redbridge* Railway Company (in this Act called the *Andover* Company) were incorporated, and were authorized to make and maintain a Main Line of Railway from *Andover* to *Redbridge* (in this Act called the *Andover* Railway), with a Branch at *Redbridge*: And whereas the *Andover and Redbridge* Railway Act, 1860, and the *Andover and Redbridge* Railway (Amendment) Act, 1862, have also been passed with respect to the *Andover* Company: And whereas by "The *Andover and Redbridge* and *South-western* Railway Act, 1863," the Company were authorized to make and maintain Junction Lines of Railway in connexion with the *Andover* Railway, and the Undertaking, Railway, Property, and Effects of the *Andover* Company were amalgamated with the Undertaking, Railway, Property, and Effects of the Company, and the *Andover* Company were dissolved: And whereas the Period limited for the Completion of the *Andover* Railway is the First Day of *January* One thousand eight hundred and sixty-three: And whereas when the *Andover* Railway was vested in the Company the Works thereof were in a very incomplete State, and although the Company have proceeded with those Works they find it impossible to complete them within the Period limited for the Completion thereof, and it is expedient that that Period be extended: And whereas by virtue of "The *Epsom and Leatherhead* Railway (*South-western* and *Brighton*) Act, 1860," the Undertaking and Railway and the greatest Part of the Property and Effects of the *Epsom and Leatherhead* Railway Company (in this Act called the *Epsom* Company) became transferred to and vested in the Company: And whereas by the "*South-western* Railway Act, 1863," Provision was made for the vesting of the Undertaking, Railway, Property, and Effects, then late of the *Epsom* Company and then of the Company in the Company and the *London, Brighton, and South Coast* Railway Company (in this Act called the *Brighton* Company) as joint and equal Owners thereof: And whereas by "The *London, Brighton, and South Coast* Railway (*Dorking* to *Leatherhead*) Act, 1863," the *Brighton* Company were authorized to make and maintain a Railway from a Junction with the *Epsom and Leatherhead* Railway at or near to the Termination thereof at *Leatherhead* to *Dorking*: And whereas it is expedient that the

21 & 22 Vict. c. lxxxii.

23 & 24 Vict. c. l.
25 & 26 Vict. c. clxxvii.
26 & 27 Vict. c. cix.

23 & 24 Vict. c. clviii.

26 & 27 Vict. c. xc.

26 & 27 Vict. c. cxxxvii.

the Company be authorized to make and maintain a short Line of Railway at or near to *Leatherhead* in connexion with the *Epsom and Leatherhead* Railway, and with the *Brighton* Company's authorized *Dorking and Leatherhead* Railway respectively: And whereas it is expedient that a Portion at or near to *Leatherhead* of the *Brighton* Company's authorized *Dorking and Leatherhead* Railway be vested in and held by the Company and the *Brighton* Company jointly on the same Terms as the Terms on which they hold jointly the *Epsom and Leatherhead* Railway: And whereas it is expedient that the Company and the *Brighton* Company be authorized to make and carry into effect Arrangements with respect to their Railways, Stations, and Works at and near to *Leatherhead*: And whereas it is expedient that the Company be authorized to make and maintain a connecting Line of Railway, commencing in or near their *Clapham Junction* Station, and terminating by a Junction with the Company's *Richmond* Line of Railway: And whereas it is expedient that the Company be authorized to stop up Part of a public Footpath near to the *Teddington* Station on their *Kingston Bridge* Railway: And whereas it is expedient that the Company be authorized to grant a Lease to the *Southampton Imperial* Hotel Company, Limited, (in this Act called "The *Southampton* Hotel Company,") of a Site for an Hotel at the Company's *Southampton* Terminal Station, and to make Arrangements with them with respect to the Hotel and otherwise: And whereas it is expedient that the Company be authorized to grant a Lease of a Site for an Hotel at the Company's *Exeter* Station, and to make Arrangements with respect to that Hotel and otherwise: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of their Undertaking: And whereas Plans and Sections showing the Lines and Levels of the several Railways by this Act authorized to be made, and the Lands proposed to be taken and used for the Purposes of this Act, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited for the Purposes of this Act with the Clerk of the Peace for the County of *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.

1. This Act may for all Purposes be cited as "*South-western* Railway (Various Powers) Act, 1864."

2. "The

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

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

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

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

With respect to the Transfer or Transmission of Shares:

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

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

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

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

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

With respect to the Consolidation of Shares into Stock:

With respect to affording Access to the Special Act.

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

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall 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; and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

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

5. The Provisions of Sections 49 to 70 (both inclusive) of the "*South-western* Railway (Additional Powers) Act, 1862," with respect to preferential Shares and Stock, and the Cancellation of Shares and Stock, and the Issue of new Shares or Stock instead of cancelled Shares or Stock, and with respect to voting for Shares or Stock, and otherwise respecting Shares and Stock, extend to this

Provisions of Company's Act of 1862 extend to Shares and Stock under this Act.

this Act with respect to the Company, and the Shares and Stock which by this Act they are authorized to create and issue.

Provisions of Company's Acts of 1858 and 1862 and 1863 as to Debenture Stock extend to Mortgages under this Act.

6. The Provisions of Sections 99 to 105 (both inclusive) of the "*South-western* Railway (Works and Capital) Act, 1858," and of Sections 71 to 79 (both inclusive) of the "*South-western* Railway (Additional Powers) Act, 1862," and of Section 115 of the "*South-western* Railway Act, 1863," with respect to Debenture Stock, extend to this Act with respect to the Mortgages by this Act authorized.

Heads of Arrangement between North Devon Company and Company in First Schedule confirmed.

7. The Heads of Arrangement between the *North Devon* Company and the Company for Amalgamation which are set forth in the First Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.

Undertaking, Railway, Property, and Effects of North Devon Company vested in Company.

8. The Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, and Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *North Devon* Company, by virtue of the recited Acts relating to them or otherwise howsoever, now and at the Time of the Amalgamation are seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on the Day in that Behalf expressed in the Heads of Arrangement set forth in the First Schedule to this Act annexed.

North Devon Company dissolved, and Company to represent them.

9. Subject to the Provisions of this Act, the *North Devon* Company shall on the Amalgamation be dissolved and cease to exist, and thenceforth, except as is by this Act otherwise expressly provided, the Company shall to all Intents represent the *North Devon* Company as if those Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

Company's Capital increased by Amount of North Devon Capital.

10. The Capital of the Company is by this Act increased by Three hundred and thirty-four thousand two hundred and thirty-one Pounds, being the Amount of the authorized and issued Capital of the *North Devon* Company, and the Company from Time to Time may raise by new Shares all or any Part of the Amount by which their Capital is so increased.

Increase of Company's borrowing

11. The Amount which the Company are authorized to borrow on Mortgage or Bond is by this Act increased by One hundred and forty-

forty-seven thousand one hundred Pounds, being the Amount which the *North Devon* Company are authorized to borrow, and have borrowed, on Mortgage or Bond.

Power in respect of North Devon Debenture Debt.

12. Provided, That the Debenture Debt of the *North Devon* Company which, in accordance with the Heads of Arrangement set forth in the First Schedule to this Act annexed, is to be Debenture Debt of the Company, shall be deemed to be Debenture Debt of the Company created by the Exercise by them of their increased borrowing Power in that Behalf under this Act.

Debenture Debt of North Devon Company becoming Debt of Company to be deemed created under Act.

13. The Heads of Arrangement between the *Bideford* Company and the Company for Amalgamation which are set forth in the Second Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.

Heads of Arrangement between Bideford Company and Company in Second Schedule confirmed.

14. The Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Bideford* Company, by virtue of the recited Acts relating to them or otherwise howsoever, now and at the Time of the Amalgamation are seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on the Day in that Behalf expressed in the Heads of Arrangement set forth in the Second Schedule to this Act annexed.

Undertaking, Railway, Property, and Effects of Bideford Company vested in Company.

15. Subject to the Provisions of this Act, the *Bideford* Company shall on the Amalgamation be dissolved and cease to exist, and thenceforth, except as is by this Act otherwise expressly provided, the Company shall to all Intents represent the *Bideford* Company as if those Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

Bideford Company dissolved, and Company to represent them.

16. The Capital of the Company is by this Act increased by Fifty-five thousand Pounds, being the Amount of the authorized Capital of the *Bideford* Company, and the Company from Time to Time may raise by new Shares all or any Part of the Amount by which their Capital is so increased.

Company's Capital increased by Amount of Bideford Capital.

17. The Amount which the Company are authorized to borrow on Mortgage or Bond is by this Act increased by Ten thousand Pounds, being

Increase of Company's borrowing Power in

respect of Bideford Debenture Debt.

being the Amount which the *Bideford* Company are authorized to borrow, and have borrowed, on Mortgage or Bond.

Debenture Debt of Bideford Company becoming Debt of Company, to be deemed created under Act.

18. Provided, That the Debenture Debt of the *Bideford* Company which, in accordance with the Heads of Arrangement set forth in the Second Schedule to this Act annexed, is to be Debenture Debt of the Company, shall be deemed to be Debenture Debt of the Company created by the Exercise by them of their increased borrowing Power in that Behalf under this Act.

Memorandum of Arrangement between Netley Company and Company in Third Schedule confirmed.

19. The Memorandum of Arrangement between the *Netley* Company and the Company for Amalgamation set forth in the Third Schedule to this Act annexed is by this Act confirmed and made binding on those Two Companies respectively, and in accordance with the Provisions of this Act may and shall have full Effect according to the true Intent thereof.

Undertaking, Railway Property, and Effects of Netley Company vested in Company.

20. The Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, Estates, Plant, Stock, Property, Effects, Claims, and Demands whatsoever of or to which the *Netley* Company, by virtue of the recited Acts relating to them, and any Act already or hereafter passed in the present Session of Parliament, or otherwise howsoever, now and at the Time of the Amalgamation taking place are seised, possessed, or in anywise entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railway, Property, and Effects, and the Amalgamation shall take place on the Day in that Behalf expressed in the Memorandum of Arrangement set forth in the Third Schedule to this Act annexed.

Netley Company dissolved, and Company to represent them.

21. Subject to the Provisions of this Act, the *Netley* Company shall on the Amalgamation be dissolved and cease to exist, and thenceforth, except as is by this Act otherwise expressly provided, the Company shall to all Intents represent the *Netley* Company as if those Two Companies had originally been and had continued without Intermission to be one and the same Body Corporate.

Capital of Company increased by Amount of Netley Company's Capital.

22. The Capital of the Company is by this Act increased by Forty-eight thousand Pounds, being the Amount of the Capital of the *Netley* Company, and the Company from Time to Time may raise by new Shares all or any Part of the Amount by which their Capital is so increased.

Increase of Company's borrowing Power in re-

23. The Amount which the Company are authorized to borrow on Mortgage or Bond is by this Act increased by Sixteen thousand Pounds,

Pounds, being the Amount which the *Netley* Company are authorized to borrow on Mortgage or Bond.

spect of Netley Debenture Debt.

24. Provided, That the Debenture Debt of the *Netley* Company, which in accordance with the Memorandum of Arrangement set forth in the Third Schedule to this Act annexed is to be Debenture Debt of the Company, shall be deemed to be Debenture Debt of the Company created by the Exercise by them of their increased borrowing Power in that Behalf under this Act.

Debenture Debt of Netley Company becoming Debt of Company, to be deemed created under Act.

25. On and after the passing of this Act the Six Pound *per Centum* redeemable Preference Stock of the *North Devon* Company, not exceeding Thirty-eight thousand five hundred and twelve Pounds, shall become and be preferential Stock of the Company, but shall be redeemable by them on the Terms on which if this Act were not passed it would be redeemable by the *North Devon* Company, and the Stock so made Stock of the Company shall be Part of the Capital which by this Act the Company are in respect of the *North Devon* Company's Capital authorized to raise by the Creation and Issue of new Shares, and subject to the Provisions of this Act the several Holders of that Stock shall be Stockholders of the Company accordingly.

Six Pound per Cent. Preference Stock of North Devon Company to be Stock of Company.

26. The Dividends from Time to Time due and payable on the Six Pound *per Centum* redeemable Preference Stock of the *North Devon* Company, by this Act made preferential Stock of the Company, shall be the First Charge on the Profits from Time to Time available for Payment of Dividend which accrue to the Company in respect of the Undertaking, Railway, and Property of the *North Devon* Company by this Act vested in the Company, and so far, if at all, as those Profits for any Year ending with the Thirty-first Day of *December* are insufficient for the Payment in full of those Dividends, the Deficiency shall be made good out of the net Profits of the Company for that Year applicable for Payment of Dividend on the ordinary Capital of the Company, but not out of any other Profits or Funds of the Company.

Order of Preference of Dividends thereon.

27. Forthwith after the respective Amalgamation the Company shall create and shall issue to the several Holders of the (A.) Stock and the (B.) Stock, and the ordinary Stock respectively of the *North Devon* Company, and as fully paid-up Stock, the several Sums of ordinary Stock of the Company, not exceeding in the whole Two hundred and ninety-five thousand seven hundred and nineteen Pounds, for which, in accordance with the Heads of Arrangement set forth in the

Company to issue ordinary Stock to Holders of (A.) and (B.) and ordinary North Devon Stocks.

the First Schedule to this Act annexed, those Three Stocks of the *North Devon* Company respectively are to be exchanged.

Company's ordinary Stock so issued to represent North Devon Company's Stocks.

28. Every Portion of the Company's ordinary Stock so issued in exchange shall be substituted for and represent the Portion of Stock of the *North Devon* Company in respect of which the Portion of the Company's ordinary Stock is so issued, and shall accordingly be subject to all such Trusts, Powers, and Provisions, and shall pass and be affected by Wills and other Instruments, and otherwise, as if the Portion of the Company's ordinary Stock were the respective Portion of Stock of the *North Devon* Company, and the Holders of the several Portions of the Company's ordinary Stock so issued shall in respect thereof be Stockholders of the Company accordingly.

Company to issue preferential Stock to Holders of Bideford ordinary Stock.

29. Forthwith after the respective Amalgamation the Company shall create and shall issue to the several Holders of the ordinary Stock of the *Bideford* Company, not exceeding in the whole Fifty-five thousand Pounds, a like Amount of Four Pounds *per Centum per Annum* preferential Stock of the Company, for which, in accordance with the Heads of Arrangement set forth in the Second Schedule to this Act annexed, the ordinary Stock is to be exchanged: Provided that the Dividends, until the Thirty-first Day of *December* One thousand eight hundred and sixty-nine inclusive, on that preferential Stock shall be at the Rate of only Three Pounds Ten Shillings *per Centum per Annum*, and it shall be so stated on the Certificates of the preferential Stock so issued: Provided also, that with the Consent of the Holder of any Portion of that Stock the Company may redeem the same.

Company's preferential Stock so issued to represent Bideford Company's ordinary Stock.

30. Every Portion of the Company's Four Pound *per Centum per Annum* preferential Stock so issued in exchange shall be substituted for and represent the Portion of ordinary Stock of the *Bideford* Company in respect of which the Portion of the Company's preferential Stock is so issued, and shall accordingly be subject to all such Trusts, Powers, and Provisions, and shall pass and be affected by Wills and other Instruments, and otherwise, as if the Portion of the Company's preferential Stock were the respective Portion of ordinary Stock of the *Bideford* Company, and the Holders of the several Portions of the Company's preferential Stock so issued shall in respect thereof be Stockholders of the Company accordingly.

Certificates of Stock to be issued by Company to North Devon

31. The Company when thereunto reasonably requested shall issue to the Holders of the Company's ordinary Stock and preferential Stock respectively, issued in exchange to Stockholders of the *North Devon* Company and the *Bideford* Company respectively, Certificates

tificates thereof: Provided that the Company shall not be bound to issue to the Holder of any Portion of Stock of the *North Devon* Company, or, as the Case may be, of the *Bideford* Company, exchanged for a Portion of the Company's Stock, any Certificate of the Portion of the Company's Stock, unless or until he deliver to them to be cancelled by them, or show to their Satisfaction the Loss or Destruction of, the Certificate of the Portion of Stock of the *North Devon* Company, or, as the Case is, the *Bideford* Company, in respect of which the Portion of the Company's Stock is to be so issued in exchange.

and Bideford Stockholders.

32. If and when the Company so think fit, they may require the several Holders of the Portions of Stock of the *North Devon* Company, or, as the Case is, the *Bideford* Company, to be exchanged for Portions of the Company's Stock, to exchange their respective Certificates of those Portions of Stock of the *North Devon* Company, or, as the Case is, the *Bideford* Company, for Certificates of the Portions of the Company's Stock.

Certificates to be exchanged.

33. For the Purposes of the several Works by this Act authorized, and other Purposes 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 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.

Power for Company to take Lands for Works authorized by Act.

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

Powers for compulsory Purchases limited.

35. 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 purchased compulsorily, any Quantity of Land adjoining or near to their Railway not exceeding in the whole Three Acres.

Lands for extraordinary Purposes.

36. Subject to the Provisions of this Act, the Company may make and maintain the several Railways and Works by this Act authorized in the Lands shown on the deposited Plans, and specified in the deposited Books of Reference, and, so far as the same are shown on the deposited Plans and Sections, in the Lines and in accordance with the Levels shown on the deposited Plans and Sections.

Power for Company to make Works.

37. The

Railways and Works authorized by Act.

37. The several Works by this Act authorized comprise the following Railways and Works, with all proper and sufficient Sidings, Stations, Buildings, Yards, Approaches, Works, and Conveniences connected therewith; that is to say,

1. A Railway wholly in the Parish of *Leatherhead* in the County of *Surrey*, commencing by a Junction with the *Epsom and Leatherhead* Railway at or near to the Southern End of the *Leatherhead* Station on that Railway, and terminating in a Pasture Field now or lately belonging to and occupied by *George Fish Richardson*, and numbered 53 in the Parish of *Leatherhead* on the deposited Plan of the *London, Brighton, and South Coast* Railway (*Dorking* to *Leatherhead*), referred to in the *London, Brighton, and South Coast* Railway (*Dorking* to *Leatherhead*) Act, 1863:
2. A Railway wholly in the Parish of *St. Mary, Battersea*, in the County of *Surrey*, commencing at a Point near and to the Eastward of the Company's *Clapham Junction* Station and *Falcon Lane Bridge*, and terminating by a Junction with the Company's *Richmond* Railway immediately to the Eastward of the Point where that Railway crosses *Plough Lane* on the Level.

Company not to take certain Lands in Leatherhead without Consent.

38. Nothing in this Act contained shall authorize the Company, without the Consent in Writing of the Owner thereof, to take, use, or enter upon the Lands in the Parish of *Leatherhead* respectively numbered on the deposited Plans 31, 56, and 57, or any of them.

As to Bridge for carrying Railway over a certain public Road in Leatherhead.

39. The Bridge for carrying the Railway over the public Road in the Parish of *Leatherhead*, numbered 42 on the deposited Plans, shall be of not less Width than Thirty Feet; and the Western Elevation of that Bridge shall not, without the Consent in Writing of the Owner of the Lands in the Parish of *Leatherhead* respectively numbered 56 and 57 on the deposited Plans, be other than the same as the Western Elevation of the Bridge now in course of Construction by the *London, Brighton, and South Coast* Railway Company for carrying the *London, Brighton, and South Coast* (*Dorking* to *Leatherhead*) Railway over that Road.

Act not to prejudice Agreement between London, Brighton, and South Coast Railway Company and Robert Henderson.

40. Nothing in this Act contained shall alter, prejudice, or affect any Agreement or Arrangement between the *London, Brighton, and South Coast* Railway Company on the one Part, and *Robert Henderson* Esquire on the other Part, or any Right of the said *Robert Henderson* thereunder, nor shall the Powers by this Act granted to the Company to enter upon, take, or use, subject to the Provisions of this Act and the Acts incorporated therewith, Lands for the Purposes of

of this Act be by any such Agreement or Arrangement suspended, prejudiced, or affected.

Fence to be maintained between Railway and certain Land of Robert Henderson.

41. The Company shall make and maintain a good and sufficient close Oak Fence, not less than Five Feet high above the Surface of the Ground, as a Boundary between the Land taken by them for their Railway and Works and the Property of the said *Robert Henderson* situate between the Point marked Two Furlongs on the deposited Plans and the River *Mole*.

Not to execute certain Works at Leatherhead without Consent of Brighton Railway Company.

42. Nothing in this Act contained shall authorize the Company, without the Consent in Writing of the *London, Brighton, and South Coast* Railway Company under their Common Seal, to purchase or take any Land or to execute in the Parish of *Leatherhead* any Work North of the Line A. B. on a Plan dated the Fourth of *May* One thousand eight hundred and sixty-four, and signed in duplicate by *William Robert Galbraith*, the Engineer of the Company, and *Robert Jacomb Hood*, the Engineer of the *London, Brighton, and South Coast* Railway Company, nor without the like Consent to purchase or take any Land in that Parish situate to the Eastward of the Line of Demarcation C. D. E. F. on that Plan.

Not to cross Turnpike Road at Leatherhead without Consent.

43. Nothing in this Act contained shall empower the Company to execute any Work upon, across, over, under, or affecting the Turnpike Road numbered 5 in the Parish of *Leatherhead* on the deposited Plans without the Consent in Writing of the Trustees of that Turnpike Road under the Hand of their Clerk first had and obtained.

Construction of Bridge, &c. Falcon Lane. Arch to be lighted.

44. With respect to the constructing, enlarging, or widening the proposed Bridge, Culvert, and Works over and adjoining *Falcon Lane*, it shall be compulsory upon the said Company to adopt and use in all respects the Mode and Principle of Construction and the Dimensions already existing on the same Railway, so that such Works shall be uniform with and form a Continuation of the present existing Bridge and Culvert there, and such Bridge shall be so constructed as to be Water-tight; and if in the Opinion of the Board of Works for the *Wandsworth* District the constructing of such Bridge shall cause a public Inconvenience by obstructing the Light from *Falcon Lane* aforesaid, it shall be lawful for the Board of Works for the *Wandsworth* District to set up and affix thereon and keep lighted with Gas by Day and Night a Lamp or Lamps for affording a proper Light and Security to Passengers, and the Costs, Charges, and Expenses thereof and necessarily consequent thereon shall be borne and paid by the Company, and may be recovered from the Company by the said Board of Works for the *Wandsworth*

worth District before Two Justices in manner prescribed by "The Metropolis Management Act, 1855," and the various Acts amending the same.

Period for Completion of Works authorized by Act.

45. The several Lines of 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 of the Company for making the same respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed.

Extension of Period for making Andover Railway.

46. The Period limited for the making of the *Andover* Railway is by this Act extended to the Thirty-first Day of *July* One thousand eight hundred and sixty-five, and on the Expiration of that Period the Powers of the Company for making the *Andover* Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Penalty for Non-completion of Works within Period limited for Completion thereof.

47. After the Expiration of the respective Period by this Act limited for the Completion of the Lines of Railway by this Act authorized and the *Andover* Railway respectively, if the respective Work be not then completed the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown for every Day after the respective Period so limited until the respective Work is completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening the respective Work by unforeseen Accident or Circumstances beyond their Control, provided that the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Power for Company to stop up Footpath at Teddington.

48. The Company may stop up permanently in the Parish of *Teddington* so much of the public Footpath numbered 52 in that Parish on the deposited Plan of their *Kingston Bridge* Railway referred to in the *South-western* Railway Act, 1859, as traverses from East to West the Company's Railway Station, Land, and Roadway near to the *Teddington* Station on that Railway: Provided that at all Times after the Company stop up that Portion of Footpath they shall permit Foot Passengers to pass and repass along the Company's Station Road there between the Western End of the unstopped Portion of that Footway, situate on the Eastern Side of their Railway, and the public Highway through *Teddington*.

Agreements between Company

49. The Company and the *Brighton* Company, with the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present,

present, in person or by proxy, at an Extraordinary Meeting of the Shareholders of each Company respectively specially convened for the Purpose, 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 and accessory thereto, as those Two Companies from Time to Time think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms and Conditions whatsoever as the Two Companies think fit; and the Agreements so from Time to Time made shall be deemed "Working Agreements" within the Meaning of Part III. of "The Railways Clauses Act, 1863," incorporated with this Act. and Brighton Company.

50. The Purposes for which Agreements or Arrangements between the Company and the *Brighton* Company may be made and carried into effect comprise the following Purposes; (that is to say,) Purposes of those Agreements.

(A.) The granting or making by the *Brighton* Company to the Company and the *Brighton* Company jointly and equally, and the accepting by the Company and the *Brighton* Company jointly and equally, of a Lease for any Term of Years, or in perpetuity, or a Sale and Transfer, and respectively on such Terms and Conditions and for such Considerations as shall have been agreed on between the Company and the *Brighton* Company, of all or any Part Northward of the River *Mole* of the Railway from *Dorking* to *Leatherhead* by "The *London, Brighton, and South Coast* Railway (*Dorking* to *Leatherhead*) Act, 1863," authorized to be made by the *Brighton* Company, and all or any Part of the Lands, Station, Works, and Conveniences, Rights, Powers, and Privileges connected therewith, and so that the same shall be vested in the Company and the *Brighton* Company jointly according to the Terms and Conditions of the Lease or Sale and Transfer:

(B.) The Ownership, Maintenance, Working, and User by the Two Companies or either of them, or otherwise, of all or any Part of the Portion of Railway and Premises to which the respective Agreement or Arrangement relates:

(C.) The Management, Protection, and Transmission by the Two Companies or either of them, or otherwise, of all or any of the Traffic on all or any Part of the Portion of Railway and Premises to which the respective Agreement or Arrangement relates:

(D.) The Fixing, Collection, Appropriation, and Distribution by the Two Companies or either of them, or otherwise, of all or any of the Tolls, Fares, Rates, and Charges, whether through

or

or local, and Income and Profits respectively arising from or in respect of all or any Part of the Portion of Railway and Premises or Traffic to which the respective Agreement or Arrangement relates:

(E.) The Payments, Contributions, or Allowances to be made by either of those Two Companies to the other in respect of all or any of the Subject Matters of the respective Agreement or Arrangement:

(F.) The Appointment by the Two Companies of a Joint Committee of their respective Directors for all or any of those Purposes.

Lease or Sale to entitle Company and Brighton Company to Premises leased or sold to them jointly.

51. In accordance with the Terms and Conditions agreed on under this Act between the Company and the *Brighton* Company for any Lease or Sale to the Company and the *Brighton* Company jointly, those Two Companies, and their respective 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 to take effect, to the Management, Regulation, Maintenance, User, Working, and Enjoyment of the Premises comprised in the respective Agreement and of the Traffic thereon, and to the regulating, taking, and enjoying of the Tolls, Fares, Rates, Charges, and other Payments and Advantages in respect thereof.

Premises agreed to be leased or sold vested in Company and Brighton Company jointly.

52. In accordance with the Terms and Conditions of any such Agreement in that Behalf, all the Premises thereby agreed to be leased or sold to the Company and the *Brighton* Company jointly, and the Rights, Powers, Privileges, and Authorities of the *Brighton* Company, and their Directors, Officers, and Servants respectively, with respect to the same, shall at the Time by the Agreement appointed for the Lease or Sale to take effect, and in accordance with the Term and Extent of the Lease or the Extent of the Sale, be by 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 and the *Brighton* Company jointly.

Powers as to Premises leased or sold to be exercised by Company and Brighton Company.

53. All the Rights, Powers, and Privileges of the *Brighton* Company, and their Directors, Officers, and Servants, which by virtue of any of the Acts relating to the *Brighton* Company and this Act respectively might be exercised and enjoyed by them respectively with respect to the Premises agreed to be leased or sold, and which in accordance with the Terms and Conditions of the Agreement or of this Act are to be exercised and enjoyed by the Company and the *Brighton* Company jointly, and their respective Directors, Officers, and Servants, with respect to the Premises agreed to be leased or sold,

sold, shall or may be exercised and enjoyed accordingly, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities in accordance with those Acts and this Act respectively as by the *Brighton* Company, and their Directors, Officers, and Servants respectively.

Company and Brighton Company to perform Duties as to Premises leased or sold.

54. From and after the Time agreed on for the Lease or Sale to take effect the Company and the *Brighton* Company in accordance with the Terms and Conditions agreed on for the Lease or Sale and the Extent thereof, but subject to the Provisions of this Act, shall jointly and equally be subject to and perform, conform, and be liable to all Contracts, Duties, Obligations, Debts, Charges, Claims, and Demands whatsoever with respect to the Premises agreed to be leased or sold to which the *Brighton* Company, if the Lease or Sale did not take effect, would be subject or liable, and shall indemnify the *Brighton* Company, and their Shareholders, Directors, Officers, and Servants, from the same, and all Costs, Charges, and Expenses with respect to the same, and shall be jointly and equally entitled to all the Benefits and Advantages of and to enforce all those Contracts.

Acts relating to Brighton Company to apply to Company and Brighton Company.

55. From and after the Time agreed on for the Lease or Sale to take effect the several Acts passed with respect to the Portion of Railway and Premises leased or sold, and affecting the *Brighton* Company with respect to the same, shall in like Manner relate to and affect the Company and the *Brighton* Company jointly with respect to the same.

Premises vested in Company and Brighton Company jointly to be Part of the joint Property under Act of 1863.

56. For the better carrying into effect of all or any of the Purposes of this Act with respect to the Portion of Railway and Premises which from Time to Time are under this Act vested in the Company and the *Brighton* Company jointly, the same shall be deemed to be Part of the Railway or Portion of Railway and Premises which from Time to Time are, under the "*South-western* Railway Act, 1863," vested in the Company and the *Brighton* Company jointly, and in that Act (Section 62) are called "the joint Property," and shall accordingly be subject to the Powers, Authorities, Management, and Regulation of the Joint Committee provided for by that Act.

User by the Two Companies of Premises so vested.

57. Subject to the Control and Management of the Joint Committee and the Provisions of the several Acts from Time to Time relating to the Premises by this Act so vested in the Two Companies jointly, each of the Two Companies may at all Times use the same Premises for the Conveyance of Passengers, Animals, and Things upon

upon the same, and for all such other Purposes as are necessary for the Traffic or Business of the respective Company thereon.

Proceedings by and against the Two Companies with respect to Premises so vested.

58. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity, or otherwise howsoever, which might be brought or prosecuted by or against the Two Companies, or either of them, as the joint Owners or Managers of the Premises by this Act so vested, may with respect to any Act or Default of the Joint Committee in relation to the same Premises, or any Part thereof, be brought and prosecuted by or against the Two Companies jointly, and the joint and several Funds of the Two Companies respectively shall be liable for the Payment and Satisfaction of all Liabilities incurred by the Joint Committee in relation to the same Premises; and any Summons, Demand, Writ, Notice, or other Proceeding at Law or in Equity, or otherwise, relating in any Manner to the same Premises, or to any Act or Default of the Joint Committee in relation thereto, shall, if served on the Secretary or any Member of the Joint Committee, be as valid and effectual as if the same had been served on the Two Companies.

Expenses of Premises so vested to be borne by the Two Companies equally and paid to Joint Committee.

59. One equal Half of the Costs and Expenses of and incident to the maintaining, managing, and regulating of the Premises by this Act so vested, or in anywise relating thereto, shall be borne and paid by each of the Two Companies, and the Amount to be so borne and paid shall be paid to the Joint Committee by the Two Companies respectively by equal Instalments, and at the same Periods of Time, and in such Sums and at such Periods, as the Joint Committee from Time to Time appoint.

Payment of Expenses by the Two Companies.

60. If and whenever either of the Two Companies fail to pay any Sum so payable by them as and when the same is required by the Joint Committee, the other Company may provide and advance on account of the defaulting Company the Monies as to which the Default is so made, and the defaulting Company shall thereupon pay to the advancing Company the full Amount, with Interest after the Rate of Five Pounds *per Centum per Annum* thereon from the Time of the Advance thereof, and the advancing Company shall have such general Lien in respect of the Monies and Interest as by this Act is provided.

Tolls to be paid by and to the Two Companies to be fixed by Joint Committee.

61. The Tolls, Fares, Rates, and other Charges to be demanded and received from and by the Two Companies respectively for and in respect of Passengers, Animals, and Things conveyed by the Two Companies respectively upon the Premises by this Act so vested, or any Part thereof, and for the Use of Carriages and Locomotive Engines or other Power supplied by the Two Companies respectively thereon, shall from Time to Time be determined by the Joint Committee.

62. The

The Two Companies may receive Tolls so determined.

62. The Two Companies respectively from Time to Time may demand and receive the Tolls, Fares, Rates, and Charges so from Time to Time determined by the Joint Committee.

Joint Committee may receive Tolls from other Companies.

63. The Joint Committee may demand and receive from all other Railway Companies who from Time to Time use the Premises by this Act so vested, or any Part thereof, such Tolls and Charges for the User thereof as the Joint Committee from Time to Time determine.

Limit of the Tolls.

64. Provided, That the Amount of any such Tolls, Fares, Rates, and Charges shall not exceed the respective Amount of Tolls, Fares, Rates, and Charges by this Act authorized to be taken in respect of the Premises by this Act so vested.

Provisions of Sections 77 to 84 of Act of 1863 extend to Premises so vested.

65. The several Provisions of Sections 77 to 84, both inclusive, of "The *South-western* Railway Act, 1863," with respect to Profits, Expenses, Liabilities, Accounts, Returns, Payments, and other Matters relating to the joint Property, extend, for the Purposes of this Act, to like Matters relating to the Premises by this Act so vested.

General Lien for Payments to be made by the Two Companies.

66. Whenever any Monies are payable by either of the Two Companies to the other of them, or to the Joint Committee, in pursuance of this Act, the respective Company to which the Monies are payable, or, as the Case may be, the Joint Committee, shall have a general Lien for the full Amount of the Monies and Interest at the Rate of Five Pounds *per Centum per Annum* thereon from the Time when the Monies ought to have been paid on all the Share and Interest of the respective Company by which the Monies are payable of and in the joint Property, and the Profits accruing therefrom, until the same Monies and Interest are fully paid and satisfied.

Lien to be enforced by Joint Committee.

67. If and whenever the respective Company by which the Payment ought to have been made makes Three Months Default in Payment or Satisfaction thereof (reckoning from the Time when the Monies ought to have been paid), it shall be obligatory on the Joint Committee to detain the Engines and Trains of the respective defaulting Company as subject to a general Lien, and not suffer any such Engine or Train to proceed along the joint Property until the Payment or Satisfaction be fully made.

Tolls partly on South-western Railway, and partly on any other

68. Where under this Act any Passengers, Animals, or Things are conveyed by the Company partly on any Railway of the Company, and partly on the *North Devon* Railway, or the *Bideford* Railway, or the *Netley* Railway, worked by the Company, for a Distance

Railway worked under Act by Company.

Distance less in the whole than the following Distance, the Company may demand and take Tolls, Fares, Rates, and Charges not exceeding the maximum Tolls, Fares, Rates, and Charges as for the following Distance only; (that is to say,) with respect to the *North Devon* Railway Six Miles, and for each Mile or Fraction of a Mile beyond Six Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Six Miles as for the Number of Quarters of a Mile in that Fraction (for this Purpose a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile) in the Case of Animals and Goods; and with respect to the *Bideford* Railway Five Miles, and for each Mile or Fraction of a Mile beyond Five Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Five Miles as for the Number of Quarters of a Mile in that Fraction (for this Purpose a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile) in the Case of Animals and Goods; and with respect to the *Netley* Railway Three Miles, and for each Mile or Fraction of a Mile beyond Three Miles as for One Mile in the Case of Passengers, and for each Fraction of a Mile beyond Three Miles as for the Number of Quarters of a Mile in that Fraction (for this Purpose a Fraction of a Quarter of a Mile being deemed a Quarter of a Mile) in the Case of Animals and Goods; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods conveyed partly on the Railway of the Company and partly on the *North Devon* Railway, or the *Bideford* Railway, or the *Netley* Railway, than the respective Charge in that Behalf herein authorized.

Power for Company to take Tolls, &c. on Railways vested in them under Act.

69. Subject to the Provisions of the several Acts from Time to Time in force and applicable in that Behalf, the Company from Time to Time, in respect of the several Railways or Portions of Railway from Time to Time vested in the Company by or under this Act, may demand and take for all Passengers, Animals, and Things conveyed by them thereon, and for Carriages, Waggons, and Trucks conveying the same respectively, and provided by them, and for Locomotive Engines or other Power provided by them for the Conveyance thereof, and for all Services performed by them thereon or in respect thereof, a like Amount of Tolls, Fares, Rates, and Charges as by the Acts from Time to Time in force with respect to the Main Line of the *South-western* Railway, or any of them, the Company are from Time to Time authorized to demand and take for like Traffic, Matters, and Services on or with respect to that Main Line, and in like Manner and subject to the like Limitation of maximum Tolls, Fares, Rates, and Charges, and with and subject to like Provisions in all respects, as if the Portions of Railway so vested in them were respectively Part of that Main Line.

70. If

Tolls on Railways worked by Company.

70. If and whenever the Company work over any Portion of Railway in pursuance of any Agreement or Arrangement in that Behalf by this Act authorized, then the Company may demand and take in respect of the same for all Passengers, Animals, and Things conveyed by them thereon, and for Carriages, Waggons, and Trucks respectively provided by them, and conveying the same, and for Locomotive Engines or other Power provided by them, and for all Services performed by them thereon or in connexion therewith, and for all other Matters with respect to Traffic conveyed by them thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the Main Line of the *South-western* Railway, or any of them, the Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to that Main Line, and in like Manner and with and subject to like Powers and Provisions in all respects as if the respective Portion of Railway so worked over by the Company were Part of that Main Line.

Tolls on joint Property of Company and Brighton Company.

71. From and after the vesting in the Company and the *Brighton* Company jointly of any Portion of Railway as by this Act provided, the Company and the *Brighton* Company, jointly or (in accordance with their respective Interests therein) severally, may demand and take, in respect of the Premises so vested, 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 the Two Companies respectively thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the *South-western* Railway Act, 1863, the Companies and each of them respectively are authorized to demand and take for like Traffic, Services, and Matters on and in respect of the other Parts of the joint Property.

Subject to Limit as to maximum Charges.

72. Provided, That the maximum Charges to be made by the Company, or, as the Case may be, the Company and the *Brighton* Company, jointly or severally, with respect to the Tolls, Fares, Rates, and Charges for the User of the respective Railway or Portion of Railway, or any Part thereof respectively, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their respective Traffic on and at the same respectively, shall not, in any Case to which the Limitation of maximum Charges is applicable, exceed the Sums in that Behalf limited by the Acts from Time to Time in accordance with this Act in force with respect to the respective Railway or Portion of Railway, and applicable in that Behalf.

Power for Company to lease site for Hotel at Southampton Terminal Station.

73. The Company, subject to the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting specially convened for the Purpose, may lease for the Purposes of an Hotel for such Term, not exceeding One hundred and fifty Years, as they think fit, to the *Southampton* Hotel Company, or to any other Company or Person, any Parts of the Company's *Southampton* Terminal Station, and the Site thereof, and any Buildings thereon, and Lands of the Company adjoining or near thereto, with such Reservations or Exceptions, for such Considerations, either annual or gross, and upon such Terms and Conditions in all respects, as the Company and the *Southampton* Hotel Company or other Company or Person agree on, and the Hotel Company or other Company or Person may accept a Lease, and build, fit up, and maintain an Hotel there accordingly; provided that the Lease shall contain Covenants or Provisions proper and sufficient for the following Purposes; (that is to say,)

(A.) For the Maintenance and Repair of the Hotel Buildings by the Lessees, or, in case of their Default, by the Company at the Expense of the Lessees:

(B.) For the keeping by the Lessees of the Hotel at all Times open as an Hotel, and for its not being used for any Purpose other than the proper Purposes of an Hotel, and for the proper Conduct of the Business of the Hotel:

(C.) For subjecting the Means of Communication between the Hotel and the Company's Station and Station Yard there to such Rules and Regulations as the Company may from Time to Time think fit to impose:

(D.) For protecting the Company's Station and Station Yard there, and the Traffic and Business thereat, from needless Interference by the Lessees:

(E.) For Re-entry by the Company for Nonpayment of Rent, or Nonperformance of the Lessees Covenants.

Power to enter into Agreements as to that Lease, &c.

74. The Company on the one hand, and the *Southampton* Hotel Company or any other Company or Person on the other hand, from Time to Time may make and carry into effect all such Agreements and Arrangements not inconsistent with any of the Provisions of this Act as they respectively think fit with respect to any such Lease, and the Lands which may be so leased, and the Purposes for which the Lease may be granted, and the Erection, Maintenance, and Management of an Hotel, Refreshment Rooms, and other Buildings and Accommodation thereupon, or with reference to any incidental or accessory Objects or Matters.

75. The

Power for Company to lease Site for Hotel at Exeter Station.

75. The Company, subject to the Sanction or Approval of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting specially convened for the Purpose, may lease for the Purposes of an Hotel for such Term, not exceeding Ninety-nine Years, as they think fit, to any Company or Person any Parts of the Company's *Exeter* Station, and the Site thereof, and any Buildings thereon, and Lands of the Company adjoining or near thereto, with such Reservations or Exceptions, for such Considerations, either annual or gross, and upon such Terms and Conditions in all respects, as the Company and the other Company or Person agree on, and the other Company or Person may accept a Lease, and build, fit up, and maintain an Hotel there accordingly; provided that the Lease shall contain Covenants or Provisions proper and sufficient for the following Purposes; (that is to say,)

(A.) For the Maintenance and Repair of the Hotel Buildings by the Lessees, or, in case of their Default, by the Company at the Expense of the Lessees:

(B.) For the keeping by the Lessees of the Hotel at all Times open as an Hotel, and for its not being used for any Purpose other than the proper Purposes of an Hotel, and for the proper Conduct of the Business of the Hotel:

(C.) For subjecting the Means of Communication between the Hotel and the Company's Station and Station Yard there to such Rules and Regulations as the Company may from Time to Time think fit to impose:

(D.) For protecting the Company's Station and Station Yard there, and the Traffic and Business thereat, from needless Interference by the Lessees:

(E.) For Re-entry by the Company for Nonpayment of Rent, or Nonperformance of the Lessees Covenants.

Power to enter into Agreements as to that Lease, &c.

76. The Company on the one hand, and any Company or Person on the other hand, from Time to Time may make and carry into effect all such Agreements and Arrangements not inconsistent with any of the Provisions of this Act as they respectively think fit with respect to any such Lease, and the Lands which may be so leased, and the Purposes for which the Lease may be granted, and the Erection, Maintenance, and Management of an Hotel, Refreshment Rooms, and other Buildings and Accommodation thereupon, or with reference to any incidental or accessory Objects or Matters.

Capital to be raised by Company on account of Lines vested in them by Act.

77. The Company from Time to Time may raise by the Creation and Issue of new Shares or new Stock Capital of the Company not exceeding the Amounts following; that is to say,

(A.) In

(A.) In respect of the Capital of the *North Devon* Company, Three hundred and thirty-four thousand two hundred and thirty-one Pounds;

(B.) In respect to the Capital of the *Bideford* Company, Fifty-five thousand Pounds;

(C.) In respect to the Capital of the *Netley* Company, Forty-eight thousand Pounds;

making together the Sum of Four hundred and thirty-seven thousand two hundred and thirty-one Pounds.

Power to raise further Capital by Shares or Stock.

78. The Company, in addition to all such other Monies as they are by this Act or otherwise authorized to raise by Shares or by Stock, from Time to Time may raise by the Creation and Issue of new Shares or new Stock any additional Capital not exceeding the following Amounts; that is to say,

(A.) For the Works at *Leatherhead* by this Act authorized, Fifteen thousand Pounds;

(B.) For the Works at *Battersea* by this Act authorized, Twelve thousand Pounds.

Additional Capital may be Shares or Stock, ordinary or preferential.

79. The new Shares or new Stock which from Time to Time may be created and issued by the Company under this Act may at their Option be either new ordinary Shares or new ordinary Stock, or new preferential Shares or new preferential Stock, or of more than One of those Sorts: Provided always, that no new Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon.

Saving for existing preferential Shares or Stock.

80. Provided, That any Preference or Priority in Payment of Dividend which the Company from Time to Time grant in respect of any new Shares or new Stock under this Act shall not prejudice any Preference or Priority in 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.

Power to borrow on Mortgage.

81. The Company from Time to Time may borrow on Mortgage, in addition to the other Monies which they are authorized to borrow, any Sums not exceeding the following; that is to say,

(A.) In respect of the Powers heretofore of the *North Devon* Company, One hundred and forty-seven thousand one hundred Pounds:

(B.) In respect of the Powers heretofore of the *Bideford* Company, Ten thousand Pounds:

(C.) In

(C.) In respect of the Powers heretofore of the *Netley* Company, Sixteen thousand Pounds:

(D.) For the Works at *Leatherhead* by this Act authorized, Five thousand Pounds:

(E.) For the Works at *Battersea* by this Act authorized, Four thousand Pounds:

Provided that the Company shall not borrow any Part of either of those Two last-mentioned Amounts until the whole of the additional Capital of Fifteen thousand Pounds, or, as the Case is, Twelve thousand Pounds, by this Act authorized to be raised by new Shares, is subscribed for or taken, and One Half thereof is paid up, and the Justice who certifies in pursuance of Section 40 of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that Twenty *per Centum* has been *bonâ fide* paid up on account of each separate Share before or at the Time of the Issue or Acceptance thereof, and that such Shares were taken *bonâ fide*, and are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, of which Satisfaction his Certificate under that Section shall be sufficient Evidence.

Priority of existing Mortgages.

82. Provided, That all Mortgages granted by the Company before the passing of this Act shall during the Continuance thereof respectively have Priority over all Mortgages granted by the Company under this Act.

Arrears may be enforced by Appointment of a Receiver.

83. The Mortgagees of the Company under this Act may enforce the Payment of the Arrears of Interest, or 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 One Tenth of the respective Mortgage Debt.

Application of surplus Funds of Company.

84. The Company from Time to Time may apply for the Purposes of this Act any Monies raised by them under any Act, and not required for any special Purpose for which by the respective Act it is made applicable.

Interest not to be paid on Calls paid up.

85. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of Shares held by him: Provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

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

86. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective 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 respective Company to construct any Railway, or execute any other Work or Undertaking.

Saving Rights of Duchy of Cornwall.

87. Nothing in this Act or in the Acts incorporated herewith contained shall take away, lessen, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities for the Time being vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Saving Rights of Companies.

88. 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 *North Devon* Company, or the *Bideford* Company, or the *Netley* Company, or the *Brighton* Company, or the *Dover* Company.

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

89. This Act, or anything therein contained, shall not exempt any Railways to which this Act relates from the Provisions of any General Act now or hereafter in force relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act and the recited Acts respectively authorized, or the Rates for small Parcels thereby authorized.

Expenses of Act.

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

The

The SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

HEADS OF ARRANGEMENT between the North Devon Railway and Dock Company and the London and South-western Railway Company for Amalgamation.

(A.) The Undertaking, Railway, Property, and Effects of the North Devon Company to be amalgamated by Act of Parliament with the Undertaking, Railway, Property, and Effects of the South-western Company.

(B.) The Amalgamation to take effect on and after the First Day of January One thousand eight hundred and sixty-five.

(C.) The Debenture Debt of the North Devon Company, not exceeding One hundred and thirty-five thousand four hundred and forty-six Pounds, or such greater Sum, not exceeding in the whole One hundred and forty-seven thousand one hundred Pounds, as the North Devon Company at the Request of the South-western Company create, to be Debenture Debt of the South-western Company.

(D.) The Six Pounds per Centum redeemable Preference Stock of the North Devon Company, not exceeding Thirty-eight thousand five hundred and twelve Pounds, to become preferential Stock of the South-western Company, but to be redeemable by them on the Terms on which it is redeemable by the North Devon Company.

(E.) The (A.) Stock of the North Devon Company, not exceeding Twenty-five thousand one hundred and fifty-two Pounds, to be exchanged for ordinary Stock of the South-western Company in the Proportion of Nineteen Pounds Twelve Shillings of that ordinary Stock for One hundred Pounds of that (A.) Stock.

(F.) The (B.) Stock of the North Devon Company, not exceeding Twenty-five thousand one hundred and fifty-two Pounds, to be exchanged

exchanged for ordinary Stock of the South-western Company in the Proportion of Ninety-eight Pounds of that ordinary Stock for One hundred Pounds of that (B.) Stock.

(G.) The ordinary Stock of the North Devon Company, not exceeding Two hundred and forty-five thousand four hundred and fifteen Pounds, to be exchanged for ordinary Stock of the South-western Company in the Proportion of Forty-nine Pounds of that ordinary Stock for One hundred Pounds of the ordinary Stock of the North Devon Company.

(H.) All the Liabilities of the North Devon Company to be discharged by them, except the Principal of their Debenture Debt not exceeding One hundred and forty-seven thousand one hundred Pounds.

(I.) Two of the Directors and the Secretary of the North Devon Company to make and deliver to the South-western Company, when they so require, a Statutory Declaration, showing what are the then Liabilities on Capital Account of the North Devon Company.

(K.) Every Difference between the Two Companies arising out of or in any way relating to these Heads of Arrangement, or any of the Subject Matters thereof, to be settled by Arbitration in accordance with the Railway Companies Arbitration Act, 1859.

SECOND

SECOND SCHEDULE.

HEADS OF ARRANGEMENT between the Bideford Extension Railway Company and the London and South-western Railway Company for Amalgamation.

(A.) The Undertaking, Railway, Property, and Effects of the Bideford Company to be amalgamated by Act of Parliament with the Undertaking, Railway, Property, and Effects of the South-western Company.

(B.) The Amalgamation to take effect on and after the First Day of January One thousand eight hundred and sixty-five.

(C.) The Debenture Debt of the Bideford Company, not exceeding Ten thousand Pounds, to be Debenture Debt of the South-western Company.

(D.) The ordinary Stock of the Bideford Company, not exceeding Fifty-five thousand Pounds, to be exchanged for an equal Amount of the Four Pounds per Cent. per Annum preferential Stock of the South-western Company, but so that the Dividends thereon up to the Thirty-first Day of December One thousand eight hundred and sixty-nine inclusive shall be at the Rate of only Three Pounds Ten Shillings per Centum per Annum.

(E.) The Bideford Company to discharge all their Liabilities whatsoever in excess of their Debenture Debt of Ten thousand Pounds.

(F.) Every Difference between the Two Companies arising out of or in any way relating to these Heads of Arrangement, or any of the Subject Matters thereof, to be settled by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859."

THIRD SCHEDULE.

MEMORANDUM OF ARRANGEMENT between the Southampton and Netley Railway Company and the London and South-western Railway Company for Amalgamation.

1st. The Undertaking, Railway, Property, and Effects of the Netley Company to be by Act of Parliament amalgamated with the Undertaking, Railway, Property, and Effects of the South-western Company.

2ndly. The South-western Company to pay off the Netley Company's Shareholders at Par.

3rdly. The South-western Company to take on themselves the Debenture Debt of the Netley Company, and all other their Debts, Liabilities, and Engagements, whether on account of Revenue or on account of Capital.

4thly. The Amalgamation to take effect as on and after the First Day of January One thousand eight hundred and sixty-four.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.