CHAPTER clxxxix.

An Act for authorising the London and South Western Railway Company to make new Railways and deviations and widenings of Railways and other works and to purchase additional lands and for conferring other powers upon them in relation to their own and other undertakings; for empowering the Company and the London Brighton and South Coast Railway Company to construct a Railway and to acquire lands and to exercise other powers; for the sale or amalgamation to or with the undertaking of the Company of the Salisbury and Dorset Junction Railway; to empower the Company to construct certain Railways of the North Cornwall Railway Company and to appoint a director of and take and hold part of the capital of that Company; for the sale or lease to the Company and the London Brighton and South Coast Railway Company of the Southsea Railway; for authorising and varying or annulling agreements between the Company and other corporations bodies companies and persons; and for other purposes. [20th August 1883.] A.D. 1883.

WHEREAS it is expedient that the London and South Western Railway Company (in this Act called "the Company") should be authorised—

To construct the new Railways and deviations of Railways hereinafter described in the counties of Southampton Middlesex and Surrey;

To widen and improve the Railways of the Company hereinafter in that behalf mentioned in the county of Surrey; and

To remove the viaduct by which the Railway of the Company is carried over Fremington Pill in the county of Devon and to construct a viaduct and an embankment in lieu thereof; and

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To construct the works in this Act described and exercise the powers in this Act conferred with respect to roads footpaths and footbridges:

And whereas it is expedient that the Company should be authorised to purchase and acquire additional lands and buildings for the general purposes of their undertaking:

And whereas by the Salisbury and Dorset Junction Railway Act 1861 the Salisbury and Dorset Junction Railway Company (in this Act called "the Salisbury Company") were incorporated and authorised to make and maintain a railway from the Company's Salisbury and Bishopstoke Railway to their Southampton and Dorchester Railway:

And whereas under the powers of the South Western Railway (General) Act 1867 (in this Act called "the Act of 1867") and the agreement scheduled to that Act the Company are the lessees in perpetuity of and are now working the Salisbury and Dorset Junction Railway:

And whereas provision is made in the Act of 1867 for the amalgamation if the Company should by notice so require of the undertakings of the Company and the Salisbury Company and the Company and the Salisbury Company have entered into the agreement a copy whereof is set forth in the Second Schedule to this Act (which agreement is in this Act referred to as "the Salisbury agreement") for an amalgamation of their undertakings; and it is expedient that such agreement be confirmed and the undertakings of the two Companies amalgamated accordingly:

And whereas by the North Cornwall Railway Act 1882 the North Cornwall Railway Company (in this Act called "the North Cornwall Company") were incorporated and were authorised (amongst other things) to make certain deviations of the Railways of the Bodmin Company and it is expedient that the Company should be empowered if they think fit to make those deviations and to take and hold debenture stock in the capital of the North Cornwall Company and to appoint a director of that Company:

And whereas by the Swanage Railway Act 1881 (in this Act called "the Swanage Act") the Swanage Railway Company (hereinafter called "the Swanage Company") were incorporated for the purpose of constructing the Railway therein mentioned:

And whereas by an agreement between certain of the promoters of the Bill for the Swanage Act on the one part and the Company of the other part scheduled to and confirmed by the Swanage Act (in this Act referred to as "the Swanage Agreement") for the working of the Swanage Railway by the Company it was provided that the amount to be borrowed by the Swanage Company on

debentures or debenture stock should not in any case or time exceed £30,000 if both the Railway No. 1 and the Railway No. 2 authorised by the Swanage Act should be constructed nor in any case or time exceed £25,000 if the said Railway No. 1 should be alone constructed and it is expedient that such limitation of the borrowing powers of the Swanage Company should be modified as hereinafter provided:

And whereas by the Southsea Railway Act 1880 (hereinafter called "the Southsea Act") the Southsea Railway Company (hereinafter called "the Southsea Company") were incorporated and were authorised to construct a Railway (No. 1) at Portsea in the county of Southampton and a Railway (No. 2) for connecting Railway No. 1 with the joint line of the Company and the London Brighton and South Coast Railway Company (in this Act called the "Brighton Company") at Portsmouth and various powers were by that Act conferred upon the Company and the Brighton Company with respect to the Southsea Company and their undertaking:

And whereas an agreement (hereinafter referred to as "the Southsea agreement") a copy of which is set forth in the Third Schedule to this Act has been entered into between the Company and the Southsea Company for the deviation of part and the abandonment of other part of the authorised Railways of the Southsea Company and for the working by the Company of the Railway of the Southsea Company as so proposed to be altered with an option to the Company to purchase the same upon terms specified in the said agreement and provision is in the said agreement made for the Brighton Company becoming parties to the said agreement jointly with the Company and it is expedient that the said agreement should be confirmed and effect given to the provisions thereof:

And whereas it is expedient that the Company and the Brighton Company should be authorised to construct a Railway ("the Fratton Curve") in this Act described for affording a better connection between the Railway No. 1 authorised by the Southsea Act and the joint line of the Company and the Brighton Company and that so much of the said Railway No. 1 as will be rendered unnecessary by the construction of the Fratton Curve and the whole of the Railway No. 2 authorised by the Southsea Act should be abandoned:

And whereas it is expedient that the Company and the Brighton Company should be empowered to stop up the part hereinafter in that behalf mentioned of the Blackfriars Road Portsea:

And whereas it is expedient that the time limited for the compulsory purchase of lands for and for the completion of so much of

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Railway No. 1 authorised by the Southsea Act as is not under this Act to be abandoned should be extended:

And whereas by the London and South Western and Metropolitan District Railway Companies (Kingston and London Railway) Act 1882 (hereinafter referred to as "the Kingston Act 1882") the undertaking of the Kingston and London Railway Company was subject to the provisions of that Act and the agreement scheduled thereto (hereinafter referred to as "the agreement of 1882") vested in the Company and the Metropolitan District Railway Company (in this Act called "the District Company") jointly and provision was made for raising the capital required for the purposes of the said Act in several alternative modes and amongst them for the providing of such capital in equal proportions by the Company and the District Company and the Company were empowered if so agreed between them and the District Company to contribute more than half of such joint capital:

And whereas it is expedient that the constitution and functions of the Joint Committee mentioned in the said Act and agreement for the completion maintenance and management of the Kingston and London Railway should be varied as by this Act provided and that such further provision should be made as is in this Act contained with reference to the Joint Committee:

And whereas it is expedient that the Company and the Brighton Company should be empowered for the purposes of this Act relating to them respectively to apply their existing funds and raise further money:

And whereas Plans and Sections of the Railways and works authorised by this Act the Plans showing also the lands required for the purposes of the said Railways and works and Plans of the other or additional lands which may be compulsorily taken under the powers of this Act and Books of Reference to such Plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands respectively were duly deposited with the respective clerks of the peace for the counties of Southampton Middlesex Surrey Devon and Berks and for the town and county of the town of Southampton and are hereinafter referred to as the deposited Plans Sections and Books of Reference:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be Enacted and be it Enacted by the Queen's Most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal

and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say):—

Short title.

1. This Act may be cited as the South Western Railway (Various Powers) Act 1883.

Incorporation of general Acts.

2. The provisions following of the Companies Clauses Consolidation Act 1845:—

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

With respect to the transfer or transmission of shares;

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

With respect to the forfeiture of shares for non-payment of calls;

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

With respect to the borrowing of money upon mortgage or bond;

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

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

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

the Lands Clauses Consolidation Acts 1845 1860 and 1869 the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) Part III. (relating to working agreements) and Part V. (relating to amalgamation) of the Railways Clauses Act 1863 as amended by the Regulation of Railways Act 1873 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings unless there be something in the subject or context repugnant to such construction the expression "the Metropolis" means the Metropolis as defined by the Metropolis Management Act 1855 and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act in whole or in part incorporated with this Act shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute.

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Interpretation of "parish clerks."

4. The expressions "parish clerk" and "clerks of the several parishes" in sections 7 8 and 9 of The Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or extra-parochial places in which by the Standing Orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board in which the parish or extra-parochial place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards acting under the Metropolis Management Act 1855 respectively.

Power to make Railways and works.

5. Subject to the provisions of this Act the Company may make and maintain the Railways deviations improvements and widenings of Railways and other works described or mentioned in the four next following sections of this Act in the lines and in accordance with the levels shown on the deposited Plans and Sections relating thereto with all proper bridges viaducts rails junctions sidings stations approaches banks sluices drains dams groynes walls roads and all other incidental works and conveniences connected with those Railways and works and all incidental works and conveniences and may enter upon take and use such of the lands shown on the deposited Plans and described in the deposited Books of Reference as may be required for those purposes.

New Railways.

6. The Railways which the Company are by this Act authorised to construct are the following:—

(1) A Railway (the Netley and Fareham Railway) 7 miles 6 furlongs and 2·55 chains or thereabouts in length commencing in the parish of Hound in the county of Southampton by a junction with the Company's Netley branch Railway and terminating in the parish of Fareham in the same county by a junction with the Company's Bishopstoke Fareham and Gosport Railway;

(2) A junction Railway (the South Kensington New Junction) 1 furlong and 9·93 chains or thereabouts in length in the parish of Saint Mary Abbotts Kensington and county of Middlesex commencing by a junction with the Metropolitan District Railway and terminating by a junction with the Railway No. 3 authorised by the South Western Railway Act 1882 (in this Act called "the Act of 1882");

(3) A Railway (the Feltham Curve) 2 furlongs and 9·05 chains or thereabouts in length in the parish of Twickenham and county of Middlesex commencing by a junction with the Company's loop line between Hounslow and Feltham Junction and termi-

nating by a junction with the Company's Richmond and Windsor line;

(4) A Railway (the Staines Curve) 1 furlong and 8·25 chains or thereabouts in length in the parish of Staines and county of Middlesex commencing by a junction with the Company's Richmond and Windsor Railway and terminating by a junction with the Company's Staines and Wokingham Railway;

(5) A Railway (the Weybridge Curve) 6 furlongs and 8 chains or thereabouts in length commencing in the parish of Chertsey and county of Surrey by a junction with the Company's main line of Railway and terminating in the parish of Weybridge in the same county by a junction with the Company's Weybridge and Chertsey line;

Provided that nothing in this Act contained shall diminish alter or in any way prejudice the rights of the Metropolitan Railway Company under or by virtue of the Metropolitan Railway Acts 1872 and 1873 or other Acts defining or regulating the rights of the Metropolitan Railway Company and the Metropolitan District Railway Company in respect of their several undertakings.

Deviation Railways

7. The deviations of Railways which the Company are by this Act authorised to construct are as follows:—

(1) A deviation 1 mile 5 furlongs and 2 chains or thereabouts in length in the parishes of Wherwell and Longparish in the county of Southampton of the Railway authorised by the Act of 1882 and therein called "the Northern and Southern Junction Railway";

(2) A deviation 5 furlongs and 3·50 chains or thereabouts in length in the parish of Stoke d'Abernon in the county of Surrey of the Railway No. 6 authorised by the South Western Railway Act 1881 (in this Act called "the Act of 1881").

Widenings and improvements of Railways.

8. The improvements and widenings of Railways which the Company are by this Act authorised to make and maintain comprise the following Railways and widenings of Railways and the laying down of additional rails on such widened Railways (that is to say)—

(A) The Hampton Court Junction Improvements—

(1) A Railway (Hampton Court Junction No. 1) 5 furlongs and 4·50 chains or thereabouts in length commencing in the parish of Thames Ditton in the county of Surrey by a junction with the down rails of the Company's Hampton Court Branch Railway and terminating in the parish of Long Ditton in the same county by a junction with the Company's main line of Railway;

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(2) A Railway (Hampton Court Junction No. 2) 5 furlongs and 4·30 chains or thereabouts in length commencing in the said parish of Thames Ditton by a junction with the up rails of the Company's Hampton Court Branch Railway and terminating in the parish of Long Ditton by a junction with the Company's main line of Railway.

(B) Widenings between Waterloo Station and Paradise Street—

A widening (No. 1) in the parish of Saint Mary Lambeth in the county of Surrey of the Company's Railway on its western side between Paradise Street and the north-eastern side of Westminster Bridge Road;

A widening (No. 2) wholly in the parish of Saint Mary Lambeth of the Company's Railway on its eastern side between Park Place and the south-western side of Westminster Bridge Road.

Other works.

9. The other works hereinbefore referred to which the Company are by this Act authorised to construct comprise the following (that is to say):—

(A) Fremington Pill—

The removal of the viaduct by which the Railway of the Company is carried over Fremington Pill in the parish of Fremington in the county of Devon immediately to the westward of Fremington Station and the construction of a viaduct and an embankment in lieu of the present viaduct;

(B) Haslar Creek footpath and bridge—

A footbridge in the parish of Alverstoke in the county of Southampton adjoining and on the eastern side and for the whole length of the viaduct carrying the Company's Stokes Bay Railway over the water known as Stoke Lake or Haslar Lake together with footpath approaches to that footbridge at each end thereof from Clayhall Lane and Little Anglesey Road respectively;

(C) A public carriage road wholly in the said parish of Stoke d'Abernon commencing at or near the junction of Plough Lane and Stoke Road and terminating at or near the northernmost corner of the field numbered 175 in that parish on the published 25-inch Ordnance map;

(D) An alteration in the parish of Saint Nicholas Guildford and county of Surrey of the lines and levels of the public carriage road known as Farnham Road (which now crosses the Guildford and Godalming Railway of the Company between the Guildford passenger station and the Fairfield tunnel) between a point in

that road at or near the junction therewith of Guildford Park Road and the junction of Farnham Road with the road leading from the said passenger station to the High Street Guildford ;

(E) The stopping up and closing (when and so soon as the three roads and footbridge hereinafter mentioned are completed and open for traffic but not sooner or otherwise) of—

(1) So much of the road known as Dyer's Lane in the parish of Putney in the county of Surrey as is now carried over the Company's Richmond line on the level ; and

(2) So much of the same road as lies within the limits of deviation for the widening of the Company's Richmond line authorised by the Act of 1882 ;

And in connection with such stopping up and closing the construction of the following public carriage roads in the parish of Putney (that is to say) :—

(1) A road (No. 1) commencing on the eastern side of Dyer's Lane opposite Saint Mary's Grove and terminating in the Upper Richmond Road at a point about 17 chains south-eastward from its junction with Dyer's Lane ;

(2) A road (No. 2) commencing by a junction with road (No. 1) at a point about $15\frac{1}{2}$ chains south-eastward from its commencement as above described and terminating at the southern boundary of Putney Lower Common immediately to the west of All Saints' Churchyard ;

(3) A road (No. 3) commencing at or near the point of commencement of road (No. 2) and terminating in the Lower Richmond Road near its junction with the easternmost boundary of Putney Lower Common with the northern side of that road ;

Provided always that the Company shall construct and for ever thereafter maintain a footbridge over their Richmond line at and near the existing level crossing of Dyer's Lane over that Railway and shall allow the same to be at all times used by the public free of charge.

For protection of sewers in the Metropolis.

10. Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said boards or vestries or any of

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them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board or vestry as the case may be twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board or vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board or vestry respectively shall have signified their approval of the same unless such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the respective district board or vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards or vestries respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and shall save harmless the said boards and vestries respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said Metropolitan Board district board or vestry as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said Metropolitan Board or any district board or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such board or vestry by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said Metropolitan Board district board or vestry as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the said respective boards or vestries or any or either of them or of their successors but all such rights

powers and authorities shall be as valid and effectual as if this Act had not been passed.

Bridges under roads in the Metropolis.

11. (1) If and whenever any works shall be executed by the Company beneath or so as to interfere with the surface of any road or street within the Metropolis all such works shall be so executed as not to lessen the present clear width of such road or street including the footway or footways and so that the width of such road or street after the execution of such works shall not be less than forty feet clear measured on the square and every such road or street shall be so fenced as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into any such road or street;

Bridges over roads in the Metropolis.

(2) Where any bridge or works are constructed under the powers of this Act over any street or road within the Metropolis there shall be left a clear headway throughout of not less than eighteen feet above the existing surface of the street or road and a clear span throughout of not less than forty feet measured on the square except in the case of the Lambeth Road Bridge where the Company may have the option of constructing two spans of thirty-three feet each measured on the square to conform to the span of the existing bridge: Provided that in the cases of the bridges over Homer Street Carlisle Street and Allen Street arches may be constructed with a headway of not less than eighteen feet in the centre and with a height at the springing of the arch of not less than 10 feet: Provided that such span shall not in any case be less than the clear width of such street or road including the footways and areas and forecourts where any areas or forecourts exist and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made and maintained so as to prevent the dripping of water therefrom on any part of such street or road footway area or forecourt and so as to deaden so far as is practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height sufficient effectually to hide from view of the street or road trains passing over such bridges or works: Provided that in the case of the Westminster Bridge Road the bridge and works may be of the same span and headway as the existing structure;

Plan &c. of bridges to be submitted to the Metropolitan Board.

(3) The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the Metropolitan Board of Works twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the said Board with plans elevations sections and other

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necessary particulars of the construction of the said bridge and works and until that Board shall have signified their approval of the same unless that Board fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said Board in the execution and subsequent maintenance of every such bridge and works and the works connected therewith and shall save harmless the said Board against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Board at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Board may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the said Board by the Company on demand.

Inclination of streets.

12. No street or road within the Metropolis shall be so altered under the powers of this Act that the inclination thereof when altered shall be steeper in any part than one in forty except in the case of the new roads numbers 1 2 and 3 in the parish of Putney by this Act authorised which notwithstanding the inclinations so respectively shown on the deposited Sections shall not be of any inclination steeper than 1 in 30.

Exhibition of placards.

13. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act within view of any public street within the Metropolis any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the Metropolitan Board of Works but this provision shall not prevent the exhibition of placards at or adjoining the entrance to any station giving information to the public of the train service.

Company to make good parochial rates until works are assessed.

14. If and while the Company are possessed under this Act of any lands assessed or liable to be assessed to any sewers rate main drainage rate or general purposes rate they shall from time to time until the Railway or the works thereof are completed and assessed or liable to be assessed to the respective rates be liable to make good the deficiency in the assessment for the respective rate by reason of those lands being taken or used for the purposes of the Railway or works and the deficiency shall be computed according to the rental at which those lands with any buildings thereon are

now rated and on demand the Company shall pay the deficiency to the collector of the respective rate.

Further powers as to footbridges footpaths &c.

15. The Company may also execute the works and exercise the powers following and may enter upon take and use such of the lands shown on the deposited Plans and described in the deposited Books of Reference as may be required for those purposes (that is to say):—

(A) They may stop up and discontinue for public traffic so much of the footpath in the parish of Mortlake and county of Surrey known as Forty Crossing as crosses on the level the Company's Richmond Railway and lies between the approach steps on either side to the footbridge over that Railway constructed by the Company in substitution for the said footpath;

(B) They may construct and maintain a footbridge over their loop line in the parish of Chiswick and county of Middlesex at or near the level crossing of Grove Terrace over that line and upon the completion of the said footbridge all public and other rights of way on foot over the said loop line at the said level crossing shall be by this Act extinguished;

(C) They may construct and maintain a footbridge over their loop line in the parish of Chiswick and county of Middlesex at or near the level crossing of the footpath over the said loop line (known as Dean's Crossing) and may stop up and discontinue for public traffic so much of the said footpath as will be rendered unnecessary by the construction of the said footbridge;

(D) They may divert so much of the footpath as is carried by a footbridge over their main line of Railway at or near the point at which the boundary between the parishes of North Stoneham and South Stoneham in the county of Southampton crosses the main line and may construct a new footbridge with approaches thereto in connection with such diversion and may as soon as the diversion and new footbridge shall be completed abandon the present footbridge and so much of the approaches thereto as will be rendered unnecessary by the diversion;

(E.) They may divert so much as lies between the existing fences of their Railway and land of the footpath in the parish of Brockenhurst in the county of Southampton leading from the National Schools at Brookley to the public road from Brockenhurst to Lymington and now crossing on the level the Company's Southampton and Dorchester Railway and sidings on the south-western side of Brockenhurst Station and may construct a footbridge over the Railway with approaches thereto

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for carrying the diverted footpath over the Company's Railway and lands and may stop up and close so much of the existing footpath as will be rendered unnecessary by the diversion;

(F) They may divert in the parish of Chertsey in the county of Surrey so much of the footpath on the south-western side of their Chertsey Branch as lies between the Station Road leading to Addlestone Station and a point about 19 chains north-westward from that road;

(G) They may stop up and discontinue for public traffic so much of the footpath which leads from the north-eastern end of Mary's Terrace to the Isleworth Road as crosses on the level the Company's Richmond and Windsor Railway and lands in the parish of Twickenham in the county of Middlesex.

Confirming Scheduled Agreement with the Wandsworth District Board of Works.

16. The agreement between the Board of Works for the Wandsworth District in the county of Surrey of the one part and the Company of the other part a copy whereof is set forth in the Fourth Schedule to this Act is hereby confirmed and made binding on the parties thereto and full effect shall be given thereto accordingly.

Company and Brighton Company may construct Railway.

17. Subject to the provisions of this Act the Company and the Brighton Company or one of them may construct and maintain the Railway and works described in this section in the lines and according to the levels shown on the deposited Plans and Sections relating thereto with all proper and sufficient bridges viaducts rails sidings junctions turntables stations approaches buildings works and conveniences connected therewith and may enter upon take and use such of the lands shown upon the deposited Plans and described in the deposited Books of Reference as may be required for that purpose (that is to say):—

A Railway (the Fratton Curve) 2 furlongs and 7 chains or thereabouts in length wholly in the parish of Portsea in the county of Southampton commencing by a junction with the sidings at Fratton of the joint Portsmouth line of the Company and the Brighton Company and terminating by a junction with the Railway No. 1 authorised by the Southsea Act.

As to construction of Fratton Curve.

18. In constructing the Fratton Curve by this Act authorised the following provisions shall be observed and have effect:—

(1) The Company and the Brighton Company or one of them shall carry the road by the north side of the canal over the intended Railway by a carriage road bridge of not less than thirty-six feet in width between the fences with approaches thereto of inclinations not steeper than one in thirty and the

provisions contained in sub-section 6 of section 10 of the Southsea Railway Act 1880 shall extend and apply thereto;

(2) The road numbered on the deposited Plans 2 in the parish of Portsea shall not be taken or altered in any way without the previous consent in writing of the mayor aldermen and burgesses of the borough of Portsmouth in this section referred to as the Corporation;

(3) If the Company and the Brighton Company or either of them take or interfere with the road numbered on the deposited Plans 5 in the parish of Portsea they shall before doing so provide and maintain a new road in substitution therefor of at least thirty-six feet in width between Fratton Road and the present entrance to the property numbered on the deposited Plans 18 in the parish of Portsea;

(4) The Company and the Brighton Company or either of them shall if required to do so by the Corporation purchase the whole of the property numbered on the deposited Plans 18 in the parish of Portsea in the event of their taking any portion thereof.

Power to Company and Brighton Company to stop up road.

19. The Company and the Brighton Company or one of them may stop up and discontinue for traffic so much of the Blackfriars Road in the parish of Portsea and county of Southampton as lies between the level crossing gates which cross that road on the southern side of the joint Portsmouth Railway and a line drawn eastward across the said Blackfriars Road from the foot of the northern approach steps to the footbridge over the said joint Portsmouth Railway on the west side of the said road.

For protection of the Corporation of Portsmouth.

20. In exercising the powers conferred by the last preceding section the following provisions for the protection of the mayor aldermen and burgesses of the borough of Portsmouth (in this section called the Corporation) shall be observed and have effect (that is to say):—

(1) The Corporation shall so far as they lawfully may with all reasonable despatch make and complete and shall afterwards maintain a new road from Greatham Street to Kensington Terrace and the Company and the Brighton Company (in this section referred to as the Companies) shall not be answerable or responsible for the maintenance of such new road after it shall have been completed and shall be under no liability or obligation in respect thereof except as ratepayers within the borough of Portsmouth but nothing in this sub-section shall be deemed to confer upon the Corporation power to construct such new road;

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(2) The Companies shall pay to the Corporation the sum of five thousand three hundred and sixty pounds for or towards the cost of purchasing land for and constructing the said new road by such instalments or in such manner as may be required by the Corporation and such sum or instalments as the case may be shall be payable on requisition and certificate signed by the town clerk;

(3) The Companies shall grant and convey to the Corporation free of charge all land belonging to them which shall be necessary for constructing so much of the said new road as lies between Greatham Street and Blackfriars Road as coloured on a plan signed by Thomas Hoskins on behalf of the Corporation and Samuel Bircham on behalf of the Companies hereinafter referred to as the signed plan and the Corporation shall convey to the Companies free of charge all surplus land left after making the new road on the northern side thereof;

(4) The Companies shall give up to the Corporation and throw into Canal Walk so much land north of a line distant four feet on the northern side of the existing engine siding shown on the signed plan as will widen that road from opposite the steps in Blackfriars Road to the west side of Upper Arundel Street to a width of not less than thirty feet and at and from the eastern side of Upper Arundel Street eastwards to Somers Road to a a width of thirty-six feet if that width shall be practicable and if not to a width of not less than thirty-three feet the line from the western side of Upper Arundel Street to the junction with Canal Walk by the side of the engine siding being formed by a broad curve;

(5) The Companies shall build retaining and boundary walls on both sides of the Railway;

(6) The Companies shall extend the existing footbridge over their railway at Blackfriars Road so as to include the extended width of the Railway at that point;

(7) The Companies shall not close or stop up the level crossing at Blackfriars Road for a period of three years from the passing of this Act unless the intended new street from Blackfriars Road to Kensington Terrace shall be sooner opened for public traffic.

Roads not to be stopped up until substitution completed.

21. The Company or Companies respectively constructing the Railways and works by this Act authorised or exercising the powers hereinbefore contained (in this Act referred to as "the constructing Company or Companies") shall not stop up and discontinue for public traffic the roads and footpaths or portions of roads and foot-

paths which they are by this Act respectively authorised to stop up and discontinue until the work (if any) by this Act authorised to be made in substitution therefor has been completed.

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

22. The sites and soil of so much as under the powers of this Act the constructing Company or Companies shall stop up and discontinue for public traffic of any public road or footpath are by this Act vested (as to so much thereof as is bounded on both sides by land of the constructing Company or Companies) in the constructing Company or Companies and (as to so much thereof as is bounded on both sides by land of any other person) in such other person and (as to so much thereof as is bounded on opposite sides by lands belonging to different persons) in such owners respectively to the centre of the respective roads or footpaths in proportion to the respective frontages of their lands thereto and all public and private rights of way or passage and all other rights across over or along the same shall be by this Act extinguished. The provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the Railway shall apply to the lands so vested as if such lands had been purchased by the Company but the mines had not been expressly purchased.

Compensation to be made in respect of private rights extinguished.

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

Power to divert and stop up certain roads.

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

New street to be vested in Road Authority.

25. When any new road or road diversion or footpath authorised by this Act is completed it shall be deemed to be a public highway.

Limiting powers of lateral devia-

26. No deviation of any works authorised by this Act within the limits of deviation of which any public navigable tidal river or

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tion in case of navigable rivers and channels.

channel is included shall be made from the lines thereof as shown on the deposited Plans even within the limits of deviation shown on such Plans in such manner as to diminish the navigable space of such river or channel without the previous consent of the Board of Trade or otherwise than in such manner as is expressly authorised by the Board of Trade.

For protection of owners &c. of land and wharves at Fremington Pill.

27. For the protection of the owners and occupiers of land and wharves adjacent to and upon the banks of Fremington Pill in the county of Devon and the traders navigating that Pill the following provisions shall be observed and have effect (that is to say) :—

(1) In constructing the viaduct and embankment authorised by this Act across Fremington Pill the Company shall so form the viaduct as to leave openings thereunder having each a clear span of not less than 25 feet and so that there shall be a total clear waterway under the said viaduct of not less than 200 feet measured in an easterly direction from the western abutment of the now existing viaduct and shall during the construction of the works aforesaid interfere as little as possible with the navigation of the Pill ;

(2) The level of the line of rails across the embankment and viaduct as shown on the deposited Section shall not be lowered ;

(3) It shall not be lawful for the Company to take or use otherwise than by agreement any of the lands numbered on the deposited Plans 5 6 and 8 as to the parish of Fremington and the existing level crossing and roadway numbered on the deposited Plan 7 as to the same parish shall at all times hereafter be preserved and maintained by the Company unless otherwise agreed with the landowners.

For the protection of the Trustees of Smith's Charity Estate.

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

(1) Nothing in this Act contained shall authorise the Company without the consent in writing of the Trustees to enter upon take or use any lands or houses in the parish of Saint Mary Abbott Kensington in the county of Middlesex now belonging to the Trustees except for the junction Railway (the South Kensington New Junction) described in sub-section 2 of section 6 of this Act with all such proper bridges viaducts rails junctions sidings stations approaches banks drains walls and roads and conveniences connected therewith as may be actually required. And the Company shall before selling or disposing of any lands or houses in the parish of Saint Mary Abbott

Kensington purchased by them under the powers of this Act and previously belonging to the Trustees offer to sell the same to the Trustees and the provisions of sections 129 130 and 131 of the Lands Clauses Consolidation Act 1845 shall be applicable to such offer of sale and in those sections the term "the promoters of the undertaking" shall for the purposes of this section mean the Company;

(2) The Company shall purchase from the Trustees the sites of all roads and parts of roads the soil of which is vested in the Trustees and which the Company will in any way utilise under the provisions of this Act.

Provisions for the protection of the Trustees of Francis Francis.

29. The following provisions for the protection of the Trustees of Francis Francis shall be observed and have effect namely:—

(1) The Company and the Brighton Company or one of them shall for the purposes of the construction of the Fratton Curve purchase of the Trustees of Francis Francis so much of the field numbered 25 and 25A on the deposited Plans relating to such curve as lies to the eastward of such curve and also the whole of the field of which the land numbered 22 on the said Plans forms part;

(2) The Company and the Brighton Company or one of them shall at or near the point marked on the said deposited Plans as "Commencement of Railway and Junction with the sidings "of the Joint Portsmouth Line" construct a station with proper platforms and other works and before the Railway shall be opened for traffic the road into such station as mentioned in sub-section 3 of this section shall be provided for the use of the said Trustees and all persons using the same by their authority;

(3) The Company or the Brighton Company shall not under their compulsory powers acquire or in any way interfere with the public road in front of Selborne Terrace numbered 2 on the said deposited Plans and shall make and properly metal on so much of the western boundary of the field numbered 3 on the said deposited Plans as lies within the limits of deviation a road of not less than sixty feet in width and also a road leading into it from Selborne Terrace of as great a width as practicable not exceeding forty feet and maintain the same roads in good order and condition until the same shall be taken by the local authority and shall leave the northern end of the said first-mentioned new road open and with an entrance of not less than twenty feet in width into the yard of the said station and such roads and entrance into the said station shall be at all times open to

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the said trustees and any person or persons by their authority desiring to use the same and shall provide for the use of the trustees and others by their authority sufficient land for a roadway of not less than thirty-six feet in width from the road or pathway leading from the Fratton Bridge to Milton and running parallel with the site of the Portsmouth and Arundel Canal into that part of the field numbered 25 on the said deposited Plans which will not be taken by the Company for the purposes of their undertaking.

Culvert to be constructed for carrying water-pipe belonging to the War Office under railway.

30. In carrying the Netley and Fareham Railway by this Act authorised across the water pipe belonging to or vested in Her Majesty's Principal Secretary of State for the War Department laid for the purpose of conveying water to the Royal Victoria Hospital Netley the Company shall place such pipe in a properly constructed culvert or shoot under the embankment of the said Railway such works being executed to the satisfaction of the said Principal Secretary of State and they shall permanently maintain such culvert or shoot with a headway of three feet and a width of not less than two feet and shall permit the said Principal Secretary of State and any person or persons appointed by him in that behalf from time to time and at all times to have access to the said culvert or shoot for examining repairing and renewing the said pipe.

For protection of Necropolis Company.

31. 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 (hereinafter referred to as "the Necropolis Company") the following provisions shall have effect viz. :—

(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 take or use any portion of the premises belonging to the Necropolis Company on the eastern side of the Railway;

(B) In the event of the Company altering the mode of access to the premises of the Necropolis Company such alteration shall be made in such manner as shall be agreed upon between the Company and the Necropolis Company and in default of agreement the mode of access shall be settled by an engineer to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers who shall be at liberty to award costs to either party or to withhold costs as he shall think fit.

For protection of Bursledon Bridge &c. Company.

32. For the protection of the Company of Proprietors of Bursledon Bridge and Roads (hereinafter referred to as the Bridge Company) be it enacted as follows viz. :—

(A) Except only as far as is requisite for the making maintaining managing working and using of the Company's Railway and the works connected therewith nothing in this Act contained shall take away lessen prejudice or alter any of the estates rights powers or privileges of the Bridge Company and the railway and viaduct or other works connected therewith across the River Hamble shall be used for railway purposes only and not for the accommodation of foot passengers or any other description of traffic;

Provided nevertheless that the Bridge Company shall not be entitled to recover from the Company any penalties for conveying by the Railway passengers animals or goods across or over the said river or roads by virtue of the provisions contained in the Act of Parliament (chapter 131) passed in the thirty-seventh year of the reign of King George the Third authorising the construction of a bridge over the said river or by virtue of anything in this Act contained or to recover from the Company compensation in respect of any bridge road or ferry rights or for possible loss of tolls in connection therewith.

(B.) In the event of any structural damage being occasioned to the bridge over the River Hamble belonging to the Bridge Company by reason of the execution of any works of the Company authorised by this Act or in the event of any outlay being necessarily incurred by the Bridge Company with a view of averting any such structural damage the Company shall pay to the Bridge Company such compensation as shall be agreed upon or as failing agreement shall be decided by an engineer to be appointed on the application of either party by the President for the time being of the Institute of Civil Engineers who shall have power to award costs to either party or to withhold costs as he shall think fit.

For protection of the Southampton Harbour Board.

33. The Company in constructing the Netley and Fareham Railway by this Act authorised shall observe and be bound by the following provisions for the protection of the Southampton Harbour Board:—

(1) The viaduct for carrying the said Railway across the River Hamble shall (unless otherwise agreed between the Company and the said Board) be constructed between the points and

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shall be of not less dimensions than those shown and described on the deposited Plans and Sections and shall have a clear headway of not less than ten feet above ordinary spring tides at high water And the viaduct and all the works thereof so far as the same affect the waterway of the said river shall in all respects and subject in all things to the reasonable approval of the Harbour Department of the Board of Trade be constructed to the reasonable satisfaction of the said Board;

(2) Except as by this Act expressly authorised with respect to the said Railway nothing in this Act contained shall extend or be construed to extend to affect prejudice alter abridge or take away any rights estates powers immunities advantages or privileges whatsoever belonging or appertaining to the Southampton Harbour Board.

Amending Section 13 of Act of 1882.

34. Section 13 of the Act of 1882 shall be read and have effect as if after the words "and which road leads from Castle Cary to Bruton and may" in that section the words "enter upon take and use such of the lands shown on the deposited Plans and described in the deposited Books of Reference as are required for that purpose and may also" had been originally inserted therein.

Owners may be required to sell part only of certain lands and buildings.

35. And whereas in the construction of the Railways and works which by this Act the Company are authorised to construct portions only of certain of the lands and buildings shown on the deposited Plans may be sufficient for the purposes of the same and it may happen that such portions may be severed from the remainder of the property without any material detriment to the use and enjoyment of such property Therefore notwithstanding section ninety-two of the Lands Clauses Consolidation Act 1845 the owners of and persons interested in the lands and buildings mentioned in the First Schedule to this Act annexed whereof parts only are required for the purposes of this Act may (if such portion can in the judgment of the jury or arbitrator or other authority assessing or determining the compensation therefor be severed from the remainder of the said property without material detriment thereto) be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compelled to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof or other parties interested therein by severance or otherwise.

Notice to be given of taking houses of labouring classes.

36. The constructing Company or Companies shall not less than eight weeks before they take in any one city town or parish fifteen houses or more occupied either wholly or partly by persons belonging to the labouring classes as tenants or lodgers make known their intention to take the same by placards handbills or other general notice placed in public view upon or within a reasonable distance from such houses and the said Company or Companies shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

Power for Company to appropriate lands for the erection of dwelling-houses for labouring classes.

37. The constructing Company or Companies may from time to time if and when they think fit appropriate any lands acquired by them under the powers of this Act and which may not be required for the Railways and works for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the said Company or Companies are by this Act authorised to acquire the said Company or Companies shall procure sufficient accommodation elsewhere for such person or persons unless the said Company or Companies and such person or persons otherwise agree: Provided that no such dwelling-houses or buildings shall be erected on any land belonging to or acquired from the Trustees of the will of Henry Smith deceased in the parish of Saint Mary Abbott Kensington.

Easements &c. may be granted by incapacitated persons.

38. 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 constructing Company or Companies 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 rent-charges 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.

Height and span of bridges.

39. The constructing Company or Companies may make the arches of the bridges for carrying the Railways over the roads next hereinafter mentioned of any heights and spans not less than the

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heights and spans hereinafter mentioned in connection therewith respectively (that is to say):—

Work.	No. of Road on Plans.	Parish.	Description of Road.	Span. ft. in.	Height. ft. in.
Hampton Court Junction Railway No. 1	14	Thames Ditton	Public	25 0	15 0
Hampton Court Junction Railway No. 1	10	Long Ditton	Public	25 0	14 0
Hampton Court Junction Railway No. 2	14	Thames Ditton	Public	25 0	15 0
Hampton Court Junction Railway No. 2	10	Long Ditton	Public	25 0	14 0
Netley and Fareham Railway	4	Fareham	Roadway	15 0	14 0

Widths of certain roadways.

40. The constructing Company or Companies may make the roadway over the bridge by which the road numbered on the deposited Plans of the Netley and Fareham Railway 10 in the parish of Hound will be carried over the Railway of such width between the fences thereof as they think fit not being less than the width of twenty feet.

For protection of the Twickenham Local Board.

41. For the protection of the Local Board for the district of Twickenham in the county of Middlesex (hereinafter in this section referred to as "the Local Board") the following provisions shall have effect (that is to say):—

As to interference with the public roads over Railway near Feltham Curve—

(A) Notwithstanding anything in this Act contained the powers of the Company of interfering with the public carriage roads over and near the Railway at Feltham Curve vested in the Local Board shall be limited to the construction and maintenance of an additional opening on each side of each of the two existing bridges near the Feltham Curve for the purpose of admitting of the laying down by the Company of an additional line of rails through each opening in accordance with the plans marked respectively "C" and "D" and signed respectively by William Jacomb on behalf of the Company and by Henry Malcolm Ramsay on behalf of the Local Board and deposited at the office of the Local Board;

(B) The public carriage and foot traffic over each of the said two bridges shall not be in any manner or at any time

stopped interrupted or restricted save in such manner and at such times as shall be agreed with the surveyor for the time being of the Local Board by the Company;

(c) The Company shall during the progress of the works and for ever afterwards maintain to the reasonable satisfaction in all things of the surveyor for the time being of the Local Board a safe sufficient and convenient thoroughfare for carriage and foot traffic over each of the said two bridges and shall at all times permit the public to use the same for traffic as heretofore;

(d) The Company shall forthwith enclose and keep enclosed all and every or any openings made by them in either of the said roads or bridges with proper and sufficient boardings and shall light protect and watch the same throughout the execution of the works and shall accept the risk of all accidents and damages arising directly or indirectly from the execution of such works;

(e) The Company shall immediately after the completion of the works at their own costs and charges and to the reasonable satisfaction in all things of the surveyor for the time being of the Local Board make up metal and reinstate with proper materials the whole of the carriage roads and footways where the same shall have been opened disturbed or damaged and shall for ever after uphold maintain and keep in order the said carriage roads and footways and the parish roads leading thereto so far as the latter may have been in the construction of any work authorised by this Act damaged in good condition suitable for public traffic for the space of one year after the works shall have been completed and the roads over the said two bridges shall have been entirely thrown open to the public traffic;

(f) In the event of the existing surface levels of the said roads being raised or otherwise altered by the construction of the said side openings the Company shall make up the several road approaches and parish roads leading thereto to such raised or altered levels and gradients as shall be reasonably required by the surveyor for the time being of the Local Board: Provided that the Company shall not be called upon to make the gradient flatter than the existing gradient;

As to the public footpath crossing from Mary Terrace to the London or Isleworth Road—

(g) Notwithstanding anything in this Act contained the Company shall not stop up or discontinue for public

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traffic the footpath crossing on the level the Company's Richmond and Windsor Railway until they shall have constructed a good and sufficient footbridge with proper approaches thereto to the reasonable satisfaction in all things of the surveyor for the time being of the Local Board and in accordance with the plan marked "E" signed by William Jacomb on behalf of the Company and by Henry Malcolm Ramsay on behalf of the Local Board and deposited at the office of the Local Board;

(H) The said footbridge and approaches and all incidental works shall be completed and the footbridge thrown open for the free use of the public within twelve calendar months from the passing of this Act and shall for ever thereafter be kept open by the Company for the use of the public;

(I) The Company shall for ever uphold and maintain such footbridge as a public thoroughfare through and over the Railway in a clean safe and proper condition and fit for public traffic;

(J) The surface of the existing public footway crossing from Saint Mary Terrace to London or Isleworth Road shall not be broken up or disturbed nor shall the public use thereof be obstructed or restricted until after the footbridge shall have been constructed to the reasonable satisfaction in all things of the surveyor for the time being of the Local Board and thrown open to the public.

Lands for extra-ordinary purposes.

42. The constructing Company or Companies by agreement from time to time may purchase land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 but the quantity of land so purchased by them under this Act for those purposes shall not exceed in the case of the Company alone five acres and in the case of the Company and the Brighton Company or of the Brighton Company alone two acres.

Period for completion of works.

43. The Railways and works connected therewith by this Act authorised shall be respectively completed within five years from the passing of this Act and on the expiration of that period the powers by this Act granted to the constructing Company or Companies for making those respective Railways and works or otherwise in relation thereto shall cease to be exercised except as to so much thereof respectively as shall then be completed.

Penalty for non-completion of Railways &c.

44. If the constructing Company or Companies fail to complete any Railway by this Act authorised to be made by them within the period limited by this Act in that behalf the said Company or

Companies respectively shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the respective Railway is completed and opened for public traffic or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the respective Railway and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor of Her Majesty's Treasury and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such Court or Judge as is specified in that section to an account opened or to be opened in the name and with the privity of Her Majesty's Paymaster-General on behalf of the Chancery Division of the High Court of Justice in England in the bank and to the account named in such order and shall not be paid thereout except as hereinafter provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the constructing Company or Companies was or were prevented from completing or opening the respective Railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

within time limited.

45. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the respective Railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the constructing Company or Companies by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall

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either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the said Division if the constructing Company or Companies is or are insolvent and has or have been ordered to be wound up or a receiver or receivers has or have been appointed shall wholly or in part be paid or transferred to the receiver or to the liquidator or liquidators of the constructing Company or Companies or be otherwise applied as part of the assets of the said Company or Companies for the benefit of the creditors thereof.

Power to take additional lands for general purposes.

46. Subject to the provisions of this Act the Company may for all or any of the purposes of their undertaking enter upon take hold and use the whole or any part or parts of the lands and all or any of the buildings and works in the parishes next hereinafter mentioned shown on the deposited Plans and described in the deposited Books of Reference (that is to say) :—

(A) In the parishes of Saint Mary Battersea Saint Mary Lambeth Thames Ditton and Chertsey in the county of Surrey ;

(B) In the parish of Easthampstead in the county of Berks ;

(C) In the parishes of Basingstoke Basing Leckford Kings Somborne Stockbridge Michelmersh Mottisfont Millbrook and Eling in the county of Southampton ;

(D) In the parish of Saint Mary in the town and county of the town of Southampton ;

(E) In the parish of Twickenham in the county of Middlesex.

Period for compulsory purchase of lands.

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

Tolls &c.

48. For the purposes of tolls rates and charges and for all other purposes the Railways and works by this Act authorised shall respectively be deemed part of the Railways hereinafter mentioned in connection with the same respectively (that is to say) :—

The deviation of any Railway shall be deemed part of the Railway deviated ;

The Fratton Curve shall be deemed to be part of the Railway No. 1 authorised by the Southsea Act ; and

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

Abandonment of Railways.

49. The Company shall abandon and relinquish the construction of the following Railways and portions of Railways (that is to say):—

(A) So much of the Northern and Southern Junction Railway authorised by the Act of 1882 as will be rendered unnecessary by the construction of the deviation thereof by this Act authorised;

(B) So much of the Railway No. 6 authorised by the Act of 1881 as will be rendered unnecessary by the construction of the deviation of that Railway by this Act authorised.

The Company and the Brighton Company may abandon portions of Railways.

50. In connection with the Fratton Curve the Southsea Company or the Company and the Brighton Company or the Company (as the case may be) shall abandon and relinquish the construction of:—

(A) So much of the Railway No. 1 authorised by the Southsea Act as lies between its termination and the point of junction therewith of the intended Fratton Curve;

(B) The whole of Railway No. 2 authorised by the Southsea Act.

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

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

Compensation to be made in respect of Railways abandoned.

52. Where before the passing of this Act any contract has been entered into or notice given by the Company or the Southsea Company or the Company and the Brighton Company as the case may be for the purchasing of any land for the purposes of or in relation to any portion of the Railways or portions of Railways to be abandoned as aforesaid the respective Company or Companies shall be released from all liability to purchase or to complete the purchase

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of any such lands but notwithstanding full compensation shall be made by the respective Company or Companies to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845 as amended by any subsequent Act for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Extending period limited for purchase of lands by Southsea Act of 1880.

53. The powers granted by the Southsea Act for the compulsory purchase and taking of lands for purposes of the Railways and works by that Act authorised may be exercised at any time within but shall not be exercised after the expiration of two years from the passing of this Act.

Extending period limited by Southsea Act for completion of works.

54. The period limited by the Southsea Act for the completion of the Railways and works by that Act authorised and not by this Act authorised to be abandoned is hereby extended for a period of three years from the twenty-sixth day of August one thousand eight hundred and eighty-three.

Scheduled agreements confirmed.

55. The respective agreements set forth in the Second and Third Schedules to this Act are hereby confirmed and made binding respectively upon the several and respective Companies parties thereto.

Amalgamation of undertaking of Salisbury Company.

56. The undertaking of the Salisbury Company as from the first day of January one thousand eight hundred and eighty-three is hereby in accordance with the terms of the Salisbury agreement amalgamated with the undertaking of the Company and from and after that day or from the passing of this Act (whichever shall last happen) the Salisbury Company shall continue to exist only for the purpose of winding up their affairs and when and so soon as their affairs are wound up and all their debts liabilities and engagements are paid satisfied and discharged that Company shall be by this Act dissolved.

Amalgamation to be by deed duly stamped.

57. Any amalgamation under the powers of this Act of the undertaking of the Salisbury Company shall be evidenced by a deed of conveyance duly stamped in which there shall be set forth all the facts and circumstances affecting the amount of the ad valorem stamp duty chargeable upon the deed and within three months after such amalgamation the Company shall produce to the Commissioners of Inland Revenue such deed In default of the deed being produced duly stamped as herein required the ad valorem duty with

interest thereon at the rate of five pounds per centum per annum from the date of such amalgamation to the date of payment shall be recoverable from the Company with full costs of suit and all costs and charges attending the same.

Applying certain provisions of South Western General Act 1867 to amalgamation with Salisbury and Dorset Junction Railway Company.

58. The amalgamation of the undertakings of the Company and the Salisbury Company under this Act shall be deemed to be the amalgamation referred to in sections 34 36 37 and 39 of the Act of 1867 and those sections shall apply accordingly: Provided always that those sections shall be read and have effect as if the words "the time agreed for the amalgamation to take effect" had been inserted therein in place of the words "three months after the day of the delivery of the notice" or "three months after the delivery of the notice."

Repealing Section 35 of Act of 1867.

59. Section 35 of the Act of 1867 is hereby repealed.

Power to Company to construct Railways authorised by the North Cornwall Act of 1882.

60. If at any time before the North Cornwall Company commence the construction of the deviation Railways Nos. 1 2 3 4 5 6 and 7 authorised by the North Cornwall Railway Act 1882 the Company give notice in writing under their common seal to the North Cornwall Company of their intention to construct and maintain those deviation Railways the Company may and shall construct those deviation Railways accordingly and shall thereafter maintain the same and all the powers rights privileges duties and obligations conferred or imposed upon the North Cornwall Company in respect of those Railways by the said Act of 1882 shall in that event be by this Act transferred to and vested in and shall be exercisable by or enforceable against the Company in as full and complete a manner as if the Company had been referred to in that Act with respect to the said deviation Railways instead of the North Cornwall Company.

Power to the Company to take debenture stock of North Cornwall Company and to apply funds &c. for that purpose.

61. The Company may with the authority of three-fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose from time to time take and hold debenture stock to such amount not exceeding two hundred and twenty thousand pounds as they think fit of the North Cornwall Company and the Company may with the like authority contribute and apply in or towards payment for such debenture stock any moneys which they are already authorised to raise and which may not be required by them for the purposes of their undertaking and also any moneys which they are by this Act authorised to raise and the Company shall in respect of debenture stock of the North Cornwall Company so to be held by the Company have all the same powers rights and privileges as other debenture stock holders of the North Cornwall Company.

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The Company may nominate Director of North Cornwall Company.

62. The Company may if they think fit nominate one person (whether a shareholder of the Company or of the North Cornwall Company or not) to be a director of the North Cornwall Company in addition to the other directors of that Company for the time being under the North Cornwall Railway Act 1882 and the Company may from time to time remove any such director and appoint another person to be a director of the North Cornwall Company in his stead and every such appointment and removal shall be by writing under the seal of the Company: Provided always that the person so first nominated or appointed by the Company shall not be entitled to act as a director of the North Cornwall Company until that Company have approved his nomination or appointment under their common seal. Any director so nominated or appointed shall have the same powers and privileges duties and liabilities as the other directors of the North Cornwall Company.

Provisions relating to sale and transfer of Southsea Company's Undertaking.

63. For the purpose of giving more complete effect to the Southsea agreement so far as it relates to the sale and transfer of the undertaking of the Southsea Company to the Company or as the case may be to the Company and the Brighton Company (in this section referred to as "the purchasing Company or Companies") the following provision shall have effect (that is to say):—

(A) The purchasing Company or Companies and their directors officers and servants respectively shall be entitled from the time at which the sale shall take effect to the management regulation maintenance user working and enjoyment of the undertaking of the Southsea Company and of the traffic thereon and to the regulating (subject to the maximum tolls fares rates and charges now authorised to be taken by the Southsea Company) taking and enjoying of the tolls fares rates charges and other payments and advantages in respect thereof;

(B) All the rights powers and privileges of the Southsea Company and their directors officers and servants respectively which by virtue of any of the Acts relating to the Southsea Company and this Act respectively might be exercised and enjoyed by them respectively with respect to the undertaking of the Southsea Company and which in accordance with this Act are to be exercised and enjoyed by the purchasing Company or Companies and their directors officers and servants respectively with respect to such premises shall be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with those Acts and this Act respectively as by the Southsea Company and their directors officers and servants respectively;

(c) The undertaking of the Southsea Company and the rights powers privileges and authorities to be in accordance with this Act exercised and enjoyed by the purchasing Company or Companies with respect to the same shall at the time at which the sale shall take effect be by this Act and subject to the provisions thereof and subject also to the provisions of any agreement (if any) between the purchasing Companies executed in accordance with this Act transferred to and vested in the purchasing Company or Companies;

(d) The sale shall be evidenced by a deed of conveyance duly stamped and wherein the full consideration for the deed is fully and truly set forth and such deed shall be duly stamped with a proper ad valorem stamp duty and the purchasing Company or Companies shall produce such deed duly stamped as aforesaid to the Commissioners of Inland Revenue within three months of the date of sale and in default of such production the ad valorem stamp duty with interest thereon at the rate of five pounds per centum per annum from the date of sale to the day of payment shall be recoverable from the purchasing Company or Companies with full costs of suit and all costs and charges attending the same;

(e) From and after the time at which the sale shall take effect the purchasing Company or Companies shall subject to the provisions of this Act be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges claims and demands whatsoever with respect to the undertaking of the Southsea Company to which the Southsea Company if the sale did not take effect would be subject or liable and shall indemnify the Southsea Company and their shareholders directors officers and servants from the same and all costs charges and expenses with respect to the same;

(f) From and after the time at which the sale shall take effect the Acts passed with respect to the Southsea Company (but subject to the provisions of this Act with respect to the dissolution and the winding up of the affairs of the Southsea Company) and the provisions of this Act which confer any powers upon or otherwise relate to the Southsea Company shall be read and have effect as if the same had been passed with respect to the purchasing Company or Companies instead of with respect to the Southsea Company;

(g) Forthwith after the sale the Southsea Company shall proceed to wind up their affairs and in order thereto may sell and

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convey or otherwise dispose of all such parts (if any) of their property and effects as are not by or in accordance with this Act vested in the purchasing Company or Companies and subject to the payment satisfaction or discharge of all the debts liabilities and engagements (if any) of the Southsea Company not paid satisfied or discharged by the purchasing Company or Companies the Southsea Company shall distribute and pay their net moneys to and among the several persons who at the time agreed on for the sale to take effect are the registered shareholders of the Southsea Company or their respective executors administrators successors or assigns according to their respective legal rights and priorities if any ;

(h) Provided that where the Southsea 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 Southsea Company may pay the same into the Chancery Division of the High Court of Justice under any Act from time to time in force for the relief of trustees and every such payment into Court shall conclusively discharge the Southsea 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 ;

(i) When all the debts liabilities and engagements of the Southsea Company are paid satisfied or discharged and their net moneys are distributed in accordance with this Act and their affairs are wound up the Southsea Company shall be dissolved and wholly cease to exist ;

(j) From and after the dissolution and except as is by this Act otherwise expressly provided the purchasing Company or Companies shall to all intents represent the Southsea Company as if the purchasing Company or Companies and the Southsea Company had originally been and had continued without intermission to be one and the same body corporate ;

(k) Notwithstanding the vesting in the purchasing Company or Companies of the undertaking Railway property and effects of the Southsea Company and the dissolution of the Southsea Company and except only as is by this Act otherwise expressly provided everything before the dissolution done suffered and

confirmed respectively under or by virtue of any of the Acts relating to the Southsea Company shall be as valid as if the vesting and dissolution had not happened and the vesting and dissolution and this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and demands both present and future which if the vesting and dissolution had not happened would be incident to and consequent on any and everything so done suffered and confirmed respectively: Provided that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act;

(L) The Company and the Brighton Company may in the event of the sale to them jointly of the undertaking of the Southsea Company from time to time enter into carry into effect vary rescind or annul agreements with respect to the proportions in which the said undertaking shall be vested in them and the purchase money provided by them and the exercise by them jointly or by either of them separately of all or any of the powers by this section vested in them and all incidental matters;

Provided always that no such sale or transfer shall be made by the Southsea Company unless and until it shall have been proved to the satisfaction of the Board of Trade and that Board have certified that the Southsea Company have paid up one-half of the capital which by any Act or Acts of Parliament they are now or may be authorised to raise by means of shares and have expended for the purposes of such Act or Acts a sum equal thereto.

As to the borrowing of money by the Swanage Railway Company.

64. Notwithstanding anything in the Swanage Act the Swanage Company may with the consent of the Company in writing under their common seal borrow from time to time on debentures or debenture stock any sum or sums not exceeding in the whole (inclusive of any sums which the Swanage Company may have heretofore so borrowed) thirty thousand pounds notwithstanding that Railway No. 1 authorised by the Swanage Act be alone constructed.

Further provisions as to joint Kingston and London Committee.

65. With respect to the constitution and functions of the joint committee for which provision is made by the Kingston Act 1882 and by the agreement of 1882 sub-sections E F and G of section 7 of the Kingston Act 1882 are hereby repealed and instead thereof the following provisions shall have effect namely:—

(A) The joint committee may and shall for the purposes of the completion maintenance and management of the joint under-

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taking mentioned in that Act exercise and perform all and every or any of the powers and duties of the two Companies under the Kingston and London Railway Act 1881 and the Kingston Act 1882 and this Act either in the names of the joint committee or in the names of the two Companies;

(b) Three members of the joint committee shall form a quorum: Provided that such three members shall not be those appointed by the directors of one only of the Companies except in cases where through default of the directors of the other Company there is not then in office any member of the joint committee appointed by the defaulting directors and except also in cases where all the members or the member if only one appointed by the directors of one of the Companies makes default at two successive meetings of the joint committee there having been left with the secretary of the respective board of directors six days' notice in writing from the secretary of the other board of directors requiring the attendance of the defaulting member or members at one at least of the two meetings in which excepted cases respectively the three members appointed by the directors of one of the Companies shall form a quorum;

(c) Any question arising in the joint committee concerning which the member or members representing the one Company shall differ from the member or members representing the other Company shall if so desired by the member or members representing either Company be refered to and be determined by the standing arbitrator from time to time appointed and in office under the provisions of the agreement of 1882;

(d) If any recommendation be made by the joint committee to the board of either of the two Companies under Article 12 of the agreement of 1882 and that board do not within one month after such recommendation shall have been so made approve thereof then unless the two Companies otherwise agree such recommendation and the subject matter thereof shall be referred to and be determined by the standing arbitrator under the said agreement and if the standing arbitrator shall decide that the recommendation was one which should have been adopted by the board the recommendation shall be deemed to have been approved by the board accordingly.

Capital for the amalgamation of the Salisbury Company.

66. For the purposes of the amalgamation of the undertaking of the Salisbury Company with the undertaking of the Company the Company may create and issue such an amount of ordinary stock and of four pounds per centum preference stock and four pounds per

centum debenture stock of the Company as may be necessary for giving effect to the Salisbury agreement.

Power to apply funds.

67. The Company and the Brighton Company respectively may apply for any of the purposes of this Act relating to them respectively to which capital is properly applicable any moneys which by any previous Act or Acts they are respectively authorised to raise by shares stock debenture stock or borrowing and which are not by the Act or Acts under which they are authorised to be raised made applicable to any special purposes or which being so made applicable are not required for such special purposes.

Power to raise further money for purposes of this Act.

68. The Company from time to time may for all or any purposes of this Act and for the general purposes of the Company (being purposes to which capital is properly applicable) raise by new shares or new stock (whether ordinary or preferential or both) any sum or sums not exceeding one million pounds.

Shares not to be issued until one-fifth paid.

69. 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.

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

Provisions of Company's Act of 1862 to extend to Company's shares and stock under this Act.

71. The provisions of sections 47 to 70 (both inclusive) of the South Western Railway (Additional Powers) Act 1862 with respect to preferential shares and stock and the cancellation of shares and stock and the issue of new shares or stock instead of cancelled shares or stock and with respect to voting for shares or stock and otherwise respecting shares and stock shall extend to this Act with respect to the Company and the shares and stock which by this Act they are authorised to create and issue.

Further borrowing powers to the Company.

72. The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow on mortgage of their undertaking in respect of their additional capital of one million pounds which they are by this Act authorised to raise for purposes of this Act any sum or sums not exceeding in the whole three hundred and thirty-three thousand pounds and of the last-mentioned sum they may borrow thirty-three thousand three hundred pounds in respect of every one hundred thousand pounds of the said capital of one million pounds.

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Restrictions on borrowing.

73. Provided always that no part of any such sum of money shall be borrowed by the Company under the powers of this Act unless and until the additional capital or as the case may be the portion of additional capital by this Act authorised in respect of which it is to be borrowed is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such additional capital or portion of additional capital as the case may be has been issued and accepted and that one-half thereof has been paid up and not less than one-fifth part of the amount of each separate share in such capital or portion of capital as is to be raised by means of shares has been paid on account of such shares before or at the time of the issue or acceptance thereof and that stock for one-half of so much of such capital or portion of capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid (before he so certifies) that such shares or stock as the case may be were issued and accepted and paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if any part of such capital or portion of capital is raised by shares that such persons or corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

74. 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 Act as to appointment of receiver repealed.

75. Section 91 of the Act of 1882 for appointment of a receiver is by this Act repealed but without prejudice to any appointment heretofore made or proceedings now pending under the provisions of that section or any of them.

For appointment of a receiver.

76. The Company's mortgagees may enforce payment of arrears of interest or principal or principal and interest due on their

mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount of principal owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than ten thousand pounds.

Power to Brighton Railway Company to raise additional capital.

77. The Brighton Company for the purposes of this Act relating to them may from time to time subject to the provisions of Part II. of the Companies Clauses Act 1863 raise in addition to the sums which they are already authorised to raise any additional sums not exceeding in the whole twenty thousand pounds and such further amount as may be required for the purposes of or in connection with the sale and transfer to them jointly with the Company of the undertaking of the Southsea Company by the creation and issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those methods respectively which shares or stock shall form part of the general capital of the Company.

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

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

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 for non-payment of calls;

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

With respect to the borrowing of money by the Company on mortgage or bond;

With respect to the conversion of borrowed money into capital;

With respect to the consolidation of shares into stock;

With respect to the general meetings of the Brighton Company and the exercise of the right of voting by the shareholders;

With respect to the making of dividends;

With respect to the giving of notices;

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

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

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

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

Qualification of new shares.

80. Except as by or under the powers of this Act otherwise provided all new shares or stock issued by the Brighton Company under the powers of this Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like rights of voting as the like amount paid on existing ordinary or preferential (as the case may be) shares or stock of that Company.

Receipts in case of persons not sui juris.

81. If any money be payable to a holder of shares or stock in the Company or as the case may be the Brighton Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the respective Company.

Borrowing powers to the Brighton Company.

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

corporations their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Brighton 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.

83. All mortgages and bonds granted by the Brighton Company in pursuance of any Act passed before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance thereof respectively and subject to the provisions of the Acts under which such mortgages and bonds were respectively granted have priority over any mortgages to be granted by the Brighton Company by virtue of this Act and nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Debenture stock.

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

Application of moneys.

85. All moneys raised by the Company or the Brighton Company under this Act whether by shares stock debenture stock or borrowing shall be applied only for purposes of this Act to which capital is properly applicable.

Interest not to be paid on calls paid up.

86. Neither the Company nor the Brighton Company shall out of any money by this Act authorised to be raised by calls pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him: Provided that this Act shall not prevent either of the said Companies from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

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

87. Neither the Company nor the Brighton Company shall out of any money by this Act authorised to be raised pay or deposit any sum which by any Standing Orders of either House of Parliament now or hereafter in force is required to be deposited in respect of an application to Parliament for the purpose of obtaining an Act authorising the respective Company to construct any other railway or to execute any other work or undertaking.

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Saving rights of Postmaster General.

88. Nothing in this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the Railways and works comprised in any undertaking to which this Act relates and from time to time to alter such telegraphic lines and to enter upon the land or works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that any such undertaking is owned leased or worked by the Company and the Brighton Company or either of them or amalgamated with the undertaking of the Company or of the Brighton Company and as firmly and fully in all respects as he was entitled to do before the passing of this Act.

Saving the rights of the Duchy of Cornwall.

89. Nothing contained in this Act or in any Act or Acts incorporated herewith shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty Her heirs or successors in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exercisable or otherwise for the time being exercisable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities 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 the Crown in the foreshore.

90. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any right in respect thereof belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Board of Trade without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Saving rights of the Crown.

91. Nothing contained in this Act shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's Most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Her Majesty's Woods Forests and Land Revenues or either of them without the consent in writing of the same Commissioners or one of them on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby respectively authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exercisable by the Queen's Majesty Her heirs or successors.

Saving rights of Crown under Crown Lands Act.

92. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects or any rights powers or authorities mentioned in or reserved by sections 21 and 22 of the Crown Lands Act 1866 and belonging to or exercisable on behalf of Her Majesty Her heirs or successors.

Saving rights of Her Majesty's Principal Secretary of State for the War Department.

93. And whereas it is necessary that the lands hereditaments works belonging to Her Majesty or vested in Her Majesty's Principal Secretary of State for the War Department for the public service should be preserved intact and free from all intrusion or obstruction: Be it therefore enacted that nothing in this Act contained shall authorise the Company to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised by the said Principal Secretary for the time being or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Principal Secretary for the time being without his previous consent signified in writing under his hand and which consent the said Principal Secretary for the time being is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the said Company.

Provision as to general Railway Acts.

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

Costs of Act.

95. 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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The SCHEDULES referred to in the foregoing Act:—

THE FIRST SCHEDULE.

Describing Lands Buildings and Manufactories of which portions only are required by the Company.

Parish.	Number on deposited Plans.
THE SOUTH KENSINGTON NEW JUNCTION.	
Saint Mary Abbotts Kensington	3E 3F 3G 3H
WIDENINGS BETWEEN WATERLOO STATION AND PARADISE STREET	
Widening No. 2.	
Saint Mary Lambeth	14 15 16

THE SECOND SCHEDULE.

ARTICLES OF AGREEMENT Between THE SALISBURY AND DORSET JUNCTION RAILWAY COMPANY (hereinafter called the Selling Company) and THE LONDON AND SOUTH WESTERN RAILWAY COMPANY (hereinafter called the Purchasing Company.)

Whereby the Companies parties hereto agree as follows:—

1. There shall be an amalgamation of the undertaking of the selling Company with the undertaking of the purchasing Company on and from the 1st day of January 1883 on the terms and conditions in these Articles expressed and with a view thereto the provisions contained in these articles shall be forthwith acted upon and carried into effect by each Company on its side but at the expense of the purchasing Company.

2. The selling Company's lands and undertakings are sold subject to the following rent-charges in respect of some of such lands and on the understanding that no more or other rent or other charges are payable viz. :—

To Earl Nelson - - - -	per annum	£50	2 0
To Earl Radnor - - - -	„	64	4 2
To Sir Edward Hulse - - -	£200 0 0		
Less on account of Church lands -	5 16 2		
		194	3 10
To Mr. John Coventry - - -	per annum	60	0 0
To the Breamore Churchwardens - -	„	12	0 0
To the Marquis of Salisbury - -	„	30	0 0
To Sir Edward Hulse Baronet in respect of cottage held on a yearly tenancy - - - - - -		5	0 0
Making a total yearly payment of - -		£415	10 0

The selling Company shall produce receipts for the last payment of such rent and other charges up to the 31st of December 1882 or adequate provision shall be made by them for such payments so as that the purchasing Company shall be wholly indemnified therefrom. The purchasing Company hereby accept the title of the selling Company to the lands belonging to them.

3. The selling Company is forthwith to show by their registers that their

Debenture debt or Stock A is now -	- £56,140	at 4 per centum interest
And B is - -	- 21,100	at 5 per centum interest
And C is - - -	- 5,937	
or a total amount of -	- £83,177	

and no more or less than those respective amounts and that all interest thereon has been paid or is adequately provided for up to and including the 31st December 1882 so as that the purchasing Company shall be wholly indemnified from all such interest. The selling Company are not to issue any further debenture stock.

4. The selling Company is forthwith to show that their preference stock is now - - - - - - £10,730 at 5 per centum
and their ordinary stock or shares is - - £141,010

or a total amount of - -	£151,740

and no more or less than these respective amounts except in respect of a sum of £140 representing calls in arrear on ordinary stock or shares in the event of the same being paid up and that all dividends are paid up to 31st December 1882 or adequately provided for so as that the purchasing Company shall be wholly indemnified from all such dividends. The selling Company are not to issue any further preference or ordinary stock. As regards the excepted £140 the same or any part of it which may be received by the selling Company

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shall be applied by them in reducing their debt on capital account mentioned in Article 5.

5. The amalgamation is made on the basis that there are no other debts of the selling Company which could on the amalgamation of the undertakings attach to the purchasing Company except the balance at the debit of the capital account of the selling Company the amount of which is £1,110 7*s.* 11*d.* of this amount the sum of £833 3*s.* 2*d.* is owing to the purchasing Company and the purchasing Company shall on the completion of the amalgamation pay to the selling Company £277 4*s.* 9*d.* being the difference between those amounts or such part of such £277 4*s.* 9*d.* as may not be discharged through the receipt by the selling Company of the sum of £140 mentioned in Article 4 or such part of it as the selling Company may receive. The selling Company shall produce a statutory declaration by their proper officer or officers if required by the purchasing Company verifying these facts.

6. The amalgamation of the two undertakings to proceed according to the terms and conditions of these articles and under the provisions of "The South Western Railway (General) Act 1867" as varied by these articles upon being sanctioned by proper majorities of the proprietors of each Company as required by the said Act.

The following terms are to be obligatory and in force upon and against the respective Companies (that is to say):—

(A) The date of amalgamation to be as from the 31st of December 1882. The rent and covenants of the existing lease to be paid and performed up to and inclusive of that day and then to cease;

(B) The debenture stock A of the selling Company to be cancelled as of that date on the holders receiving the same nominal amount of the purchasing Company's 4 per centum debenture stock;

(C) The debenture stocks B and C of the selling Company to be cancelled as of the same date on the holders receiving 4 per centum preference stock of the purchasing Company at the rate of £117 nominal amount thereof for every £100 of the debenture stocks B and C of the selling Company or (at the option of each such holder to be declared in writing on or before the 16th day of December 1882 and to affect his own holding only) ordinary stock of the purchasing Company at the rate of £92 nominal amount thereof for every £100 of such debenture stocks;

(D) The preference stock of the selling Company to be cancelled as of the 31st day of December 1882 on the holders receiving 4 per centum preference stock of the purchasing Company at the rate of £111 nominal amount thereof for every £100 of the selling Company's preference stock or (at the option of each such holder to be declared in writing on or before the 16th day of December 1882 and to affect his own holding only) ordinary stock of the purchasing Company at the rate of £88 nominal amount thereof for every £100 of such preference stock of the selling Company;

(E) The ordinary shares or stock of the Selling Company to be cancelled as of the same date on the holders receiving 4 per centum preference stock of the purchasing Company at the rate of £65 nominal amount for every £100 ordinary stock of the selling Company or (at the option of each such holder to be declared in writing on or before the 16th day of December

1882 and to affect his own holding only) ordinary stock of the purchasing Company at the rate £52 10*s.* nominal amount thereof for every £100 of the selling Company's ordinary shares or (in the like option to be so exerciseable) £70 in cash instead in either case of the before mentioned proportionate amount of the purchasing Company's 4 per centum preference stock or ordinary stock;

(F) All such dealings to be carried into effect as of the 1st day of January 1883 on which day the registers of the selling Company shall be finally closed and all such options to be declared with and by the registered holders of the debenture and preference stocks and of the ordinary shares or stock respectively in the selling Company registered as such on the said 16th day of December 1882 and at the expense of the purchasing Company;

The stock certificates of the purchasing Company shall be delivered to the persons respectively entitled thereto on or before the 7th day of January 1883 the cash payments to be made under this agreement being made on the 1st day of January 1883;

(G) All such debenture preference and ordinary stocks of the purchasing Company to bear interest or dividends as from the 31st December 1882 exclusive.

7. The parties hereto will forthwith execute and exchange a more formal and detailed agreement if either Company so desire such agreement to be settled by a leading conveyancing Counsel if necessary as between the two Companies. This agreement or the more formal agreement as the case may be shall be submitted to meetings of the Companies to be held on or before the 16th day of December 1882.

8. Immediately after the execution and exchange of these articles and the approval thereof or of the detailed agreement as the case may be by the requisite majorities of the proprietors of each of the two Companies and also with the consent in writing of three-fourths in value of the respective holders of each of the debenture stocks of the selling Company which that Company must obtain and previously show to the purchasing Company the purchasing Company shall serve notice of amalgamation upon the terms of these articles or of such extended agreement and consents and so framed as shall be deemed best for carrying the objects of the Companies into effect.

9. In the event of any debenture stockholder neglecting or refusing to receive the stock as in Sub-article (B) or as the case may be as in Sub-article (C) of Article 6 mentioned the purchasing Company may retain the portions of stock appertaining to such respective holders until assent in such case has been obtained so nevertheless that if such consent be not obtained on or before the 16th day of December 1882 to the extent of three-fourths in value of each such debenture stock the purchasing Company shall be at liberty by notice in writing on or before the 31st day of December 1882 to the selling Company to declare these articles as no further obligatory.

10. As respects the rent and covenants under the existing lease up to the day of amalgamation the settlement to be made upon the same principles and in the like manner as the accounts have hitherto been made up and payment made and all claims under the lease on the part of the selling Company (other

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than errors in accounts rendered) or of the purchasing Company to be withdrawn and cancelled except as provided in Article 6 of these heads.

11. The purchasing Company if they shall see fit may apply to Parliament for confirmation of the amalgamation or of any of the measures agreed on for effecting the same and the selling Company shall at the request and cost of the purchasing Company concur in such application.

12. The purchasing Company shall pay to the selling Company such a sum not exceeding four hundred pounds as shall be sufficient to cover or provide for the costs charges and expenses of the selling Company of and incident to the amalgamation and the completion of the same including the costs of the negotiation for and settlement of this agreement and all payments required to be made by the selling Company for rent of offices salaries or other expenses of administration after the 1st January 1883.

In witness whereof the said Companies parties hereto have hereunto set their respective Common Seals this 6th day of December 1882.

The Seal of the Salisbury and Dorset Junction Railway Company affixed in presence of

Wm. Thos. Beare Secy.

John W. Batten

Chairman of Meeting.

Seal of the Salisbury and Dorset Junction Railway Company.

Seal of the London and South Western Railway Company.

THE THIRD SCHEDULE.

HEADS OF AGREEMENT made the 18th day of November 1882 between The Southsea Railway Company (hereinafter called the Southsea Company) of the one part and The London and South Western Railway Company (hereinafter called the South Western Company) of the other part.

1. The Southsea Company shall at their own expense acquire in fee simple in consideration of sums paid in gross and free from all incumbrances land tax rents and outgoings (except a duly apportioned amount of tithe commutation rent charge) all the necessary lands and properties for forming the site or for the purposes of forming the Railways and Works authorised by The Southsea Railway Act 1880 (hereinafter referred to as the authorised Railway and as the special Act respectively) and shall at their own expense forthwith proceed with and construct and finish the authorised Railway but with such alterations within their powers as may be required by the South Western Company or in the option of the South Western Company so much only thereof as is described in the first Schedule hereunder written together with the Deviation Railway mentioned in Article 2 hereof.

2. The Southsea Company shall on the requirement in writing of the South Western Company or the South Western Company may apply to Parliament in the Session of 1883 for an extension of time and for a deviation of the Railway No. 2 authorised by the Special Act and which deviation (hereinafter referred to as the Deviation Line) is described in the second schedule hereunder written and for leave to abandon Railway No. 2 and so much of Railway No. 1 authorised by the Special Act as is not included in the Railway described in the first schedule hereunder written and shall so soon as the deviation line is authorised proceed to construct and finish the same or in the option of the South Western Company shall construct and finish both the authorised Railway and the deviation line.

3. The authorised Railway and the deviation line (hereinafter referred to as the Railways)—

(A) Shall be constructed on the gauge of 4 feet 8½ inches exclusively.

(B) Shall be at least proper and sufficient for receiving accommodating carrying and conveying the working plant of the South Western Company of all descriptions and all traffic upon or over the Railways all bridges or other structures being constructed of brick stone or iron.

(C) Shall be constructed finished and completed as a double line of Railway throughout together with all proper signals signal boxes appliances and apparatus connected therewith required by the Board of Trade or by the South Western Company and also with all proper telegraphic communication electric block apparatus and all incidental works and conveniences.

(D) Shall include all proper and sufficient stations (no station being placed on a gradient steeper than 1 in 300) station and gate houses waiting rooms and shed station yards and approaches buildings and all usual necessary and proper accommodation goods sheds sidings turntables cranes water supply tanks and cranes loading banks and other works and conveniences such as in all respects the Southsea Company would have had to construct if they had been about to work the Railways themselves in connection with the South Western Railway;

(E) Shall be constructed with steel rails made to a specified quality and pattern approved by the South Western Company's engineer and of not less weight than 82 lbs. per yard double headed section and to be properly fished and laid in chairs weighing not less than 40 lbs. each which shall be fastened by spikes and trenails to sleepers not less than three spikes and trenails to each sleeper for each chair the sleepers at no point to be laid more than 2 feet 9 inches apart nor more at any joint than 2 feet 2 inches apart measuring in each case from centre to centre and being not less than 9 feet in length and at no point of their length less than 10 by 5 inches rectangular and the whole shall be of larch or foreign red wood timber of the best quality thoroughly creosoted: The rails fish plates chairs fastenings and sleepers shall subject as aforesaid be in every respect equal and similar to those now approved by the South Western Company for use on their Railways;

(F) Shall be properly ballasted with good clean ballast for a thickness of not less than 21 inches and for a width of not less than 23 feet;

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(a) Shall be completed by and at the expense of the Southsea Company in every respect so as to be fit and safe for traffic of all descriptions and to the satisfaction of the Board of Trade and to the reasonable satisfaction in all respects of an engineer appointed by the South Western Company.

4. The Railways shall at the expense of the Southsea Company comprise all works lawfully required by landowners commissioners boards turnpike and highway authorities surveyors or others by statute or contract and all works necessary by reason of roads being interfered with and all accommodation and other works whatsoever which on the opening of the authorised Railways or at any time thereafter are or may be necessary or proper for the purposes thereof and the traffic thereon respectively including all additional station accommodation sidings or other works and conveniences which are from time to time requisite for the proper accommodation and due development of the safe and convenient reception accommodation and conveyance of traffic which the Southsea Company would have had to construct if the Railways were worked by themselves all such works as shall be so found necessary and proper after the opening of the Railways being hereafter distinguished by the expression "additional works."

5. The plans and specifications and the contracts for the construction of the Railways stations and works as regards expenditure prices and otherwise in all respects together with all agreements and proceedings as to the purchase of lands and properties and compensations shall be subject in all respects to the reasonable approval of the South Western Company.

6. From and after the completion or opening for public traffic of the Railways in conformity with these heads the South Western Company shall exclusively and in perpetuity work and equip with all rolling stock and locomotive power tools and stores adequate and proper or required by the South Western Company and shall exclusively manage work man and maintain the same and the works and conveniences thereof at their own expense as effectually as if the Railways formed part of their own system of Railways and so as fully and fairly to accommodate and develop the traffic of the Railways and the South Western Company shall likewise pay all rates and taxes properly chargeable on the occupiers of the Railways including the apportioned tithe commutation rent-charge and shall indemnify the Southsea Company therefrom but the Southsea Company shall out of the moneys payable to them under these heads pay the property or income tax and all rent charges or annual payments by way of rent for lands taken by them for the purposes of the Railways and all rates and taxes properly and usually payable by landlords (if any) including all unredeemed land tax.

7. The Southsea Company shall not at any time by themselves or their agents or assigns act as carriers on the Railways or on any part thereof or in connection therewith and shall abstain from doing or concurring in anything which might directly or indirectly interrupt or interfere with the management and working of the Railways and the traffic thereon or connected therewith or in any way disturb the exercise or quiet enjoyment by the South Western Company of any of the rights powers and privileges intended to be secured to them by this agreement.

8. The gross amounts of all the tolls fares rates and charges from time to time payable in respect of the Railways and the traffic thereon and in connection therewith shall be received by and belong solely to the South Western Company and in consideration thereof the South Western Company shall on the completion of the Railways to their reasonable satisfaction pay to the Southsea Company an annual rent or payment equal to 4 per centum per annum on the cash expenditure in and about the construction of the Railways either as now authorised or as the same may be altered and constructed and of the incorporation of the Southsea Railway Company by Act of Parliament and properly incident thereto and of and incident to the undertaking and this agreement or consequent thereupon but such annual rent is not to exceed in any year 4 per centum on such cash expenditure (inclusive of the actual and proper Parliamentary engineering and legal and all other expenses including the expenses of any application to Parliament for extension of time construction of works or for purchase of lands if necessary) and for power to construct the deviation line and abandonment of portion of the Railways authorised by the special Act and consequent thereon.

9. In the event of Parliament sanctioning the construction of the deviation line and the abandonment referred to in paragraph 2 of this agreement the platforms buildings sidings signals works and conveniences referred to in Section 7 of the special Act shall not if the South Western Company so require be constructed and the South Western Company shall if they think fit so to do have the option of requiring similar works (hereinafter referred to as the substituted works) to be constructed at or near the point where the deviation line will form a junction with the joint line of the South Western Railway Company and London Brighton and South Coast Railway Company and in the event of their exercising such option the provisions of the special Act in relation to the interchange platforms and works described in Section 7 of the special Act shall apply to the substituted works otherwise the same to be constructed and completed in accordance with the special Act.

10. The gross amount referred to in Head 8 shall comprise :—

(A) The gross tolls fares rates and charges received by the South Western Company in respect of all local traffic arising and terminating on the Railways inclusive of local receipts at cloak rooms and for advertisements and rents of book stalls or refreshment rooms or superfluous lands or otherwise and all other sources of revenue arising on the Railways.

(B) The rateable due mileage or other proportion of all the tolls fares rates and charges received in respect of all through traffic, which is carried upon or over the Railways or any portion thereof and also upon or over any other Railways after the deduction of the usual Railway Clearing House terminals or in the case of coal and mineral traffic such terminals as may be arranged by the South Western Company all such terminals on through traffic arising at or terminating at stations upon the Railways being credited to the Railways as part of the gross amount in respect of such through traffic;

(C) All payments received or receivable from the London Brighton and South Coast Railway Company for or in respect of their working over or

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user of the Railways stations and works or any portion thereof or in connection therewith.

11. The Southsea Company shall not without the assent of the South Western Company in writing issue any ordinary debenture or preference stocks at a discount or at any higher rate of interest or dividend than 4 pounds per centum per annum on the respective amounts advanced and paid nor if debenture bonds be issued shall any such bonds be for a longer period than three years nor bear interest exceeding the rate of 4 pounds per centum per annum. And the Southsea Company shall before issuing any debenture bonds or any debenture or preference stocks give by one month's notice in writing to the South Western Company the option of taking up such bonds and stocks respectively.

12. The Southsea Company shall not enter into any contract or agreement with any Railway or other Company or person affecting their undertaking or the use or working thereof or assent to or support any application for running powers over the same or any portion thereof and shall not sell or lease the Railways or any part thereof to any Company or person other than the South Western Company without the assent of the South Western Company in writing under seal nor shall they without such assent amalgamate their undertaking with any other undertaking than that of the South Western Company or accept a rebate from any other Company or person but the South Western Company shall be at liberty at any time to apply to Parliament and the Southsea Company shall concur in and support such application for powers enabling the Southsea Company to lease and the South Western Company to accept a lease of the Railways and thereupon the Railways shall be leased by the Southsea Company to the South Western Company for a virtual perpetuity or for so long a period as Parliament may sanction on terms analagous to this working agreement.

13. The South Western Company shall have the option at any time after the expiration of six months' notice in writing of purchasing the undertaking of the Southsea Company at cost price by payment in cash of the amount of such cost price together with all necessary costs incurred by the Southsea Company of and incident to such purchase including in such cost price interest at the rate of 4 pounds per centum per annum on the actual cash expenditure to be computed from the dates of actual payments by the Southsea Company up to the date when the rent mentioned in Article 8 hereof shall commence (less the interest received or receivable by the Southsea Company in respect of moneys in the hands of any bankers or otherwise) but exclusive of any payments by way of dividends interest or otherwise on share capital or stock or on debentures or debenture stock or on borrowed money and less such capital sum as shall represent any rent charges created calculated at the rate of 4 pounds per centum per annum and also less any money borrowed on debentures or otherwise which may be an incumbrance on the undertaking.

14. Each of the Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of these heads which accounts and vouchers shall be open at reasonable times to the inspection and transcription of the directors and agents of the Companies respectively and the Companies

respectively will afford to each other all proper and sufficient facilities for the inspection and transcription of such accounts and vouchers.

15. Every notice request account or other writing to be given by either of the Companies to the other of them for any of the purposes of these heads shall be sufficient if it be sent by the secretary of the Company giving such notice and be left addressed to the other Company as regards the Southsea Company at their principal office for the time being or such other place as they shall from time to time notify in writing and as regards the South Western Company at their principal offices at Waterloo or such other place as they shall from time to time notify to the Southsea Company.

16. If and whenever any difference arises between the Southsea Company or their assigns and the South Western Company or their assigns touching the true intent and construction of these heads or anything to be done suffered or omitted in pursuance of them or any of the incidents or consequences of these heads or touching the carrying into effect of any of them or any breach or non-fulfilment of them or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every such difference shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Companies parties hereto and this head shall accordingly be and have effect as an agreement between the Companies for arbitration under that Act.

17. The Southsea Company shall on the request of the South Western Company given at any time assent to the London Brighton and South Coast Railway Company (hereinafter referred to as the Brighton Company) becoming jointly with the South Western Company parties to this agreement and shall from time to time do and concur in doing all acts and things which may be necessary for that purpose and in the event of such request of the South Western Company this agreement shall be taken and read as if the term the South Western Company meant and included the South Western and Brighton Companies.

18. This agreement shall be operative and have effect so far as may be lawful under the provisions of the special Act or otherwise and shall if possible be scheduled to and confirmed by the Bill to be promoted by one or other of the Companies parties hereto and all further Parliamentary powers which it may be necessary to obtain in order to give full and complete effect to all the provisions and purposes of these heads shall be applied for and if approved by Parliament obtained at the expense of the South Western Company either by a Bill promoted by them and to be supported by the Southsea Company or by a Bill to be promoted by the Southsea Company with the assent of the South Western Company as the South Western Company may elect any necessary expenses thereof incurred by the Southsea Company to be paid by the South Western Company.

In witness whereof the said Companies parties hereto have caused their respective common seals to be affixed to these presents the day and year first above written.

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The First Schedule above referred to :—

So much and so much only of Railway No. 1 authorised by the Southsea Railway Act 1880 as lies between its commencement and the point marked 1 mile on the deposited plan referred to in that Act.

The Second Schedule above referred to :—

A Railway 2 furlongs 7 chains in length wholly in the parish of Portsea commencing by a junction with the sidings at Fratton of the joint Railway of the South Western Company and the London Brighton and South Coast Railway Company at a point about 8 chains measured in an easterly direction along the joint Railway from the bridge carrying the public road over the joint Railway at Fratton and terminating by a junction with Railway No. 1 authorised by The Southsea Railway Act 1880 at a point thereon marked 1 mile on the deposited Plans referred to in that Act.

Seal of the Southsea Railway Company.

The Common Seal of the above-named Southsea Railway Company was hereto affixed in the presence of

R. W. Ford
Portsmouth
Solicitor to the Company.

Seal of the London and South Western Railway Company.

THE FOURTH SCHEDULE.

AGREEMENT between The Board of Works for the Wandsworth District in the County of Surrey (hereinafter referred to as the District Board) of the one part and The London and South Western Railway Company (hereinafter called the Company) of the other part.

Whereas by "The South Western Railway Act 1882" the Company were authorised to widen their Richmond line but were precluded from laying any additional rails across Dyer's Lane on the level except with the previous consent in writing of the Metropolitan Board of Works and of the Wandsworth District Board of Works or until the Company have constructed to the reasonable satisfaction of such Boards a bridge for the purpose of carrying the said Dyer's Lane under or over the Railway.

And whereas the Company have introduced a Bill into Parliament the short title of which is "The South Western Railway (Various Powers) Bill 1883" (hereinafter referred to as the pending Bill) by which among other things they propose to stop up and close so much of the road known as Dyer's Lane in the parish of Putney in the county of Surrey as is now carried over the Company's Richmond line on the level.

And whereas the District Board are willing that the said Dyer's Lane level crossing should be stopped up and closed upon the terms and conditions hereinafter appearing and the Company are willing to construct the several works and conveniences hereinafter mentioned.

Now therefore it is agreed and first the Company agree as follows (that is to say):—

1. The Company will widen the Bridge carrying Oxford Road in the parish of Putney over the Company's Richmond line of Railway as well as the intended extension thereof to an extent that when enclosed it will not be less than forty feet throughout between the parapets and will make up and tar-pave a footpath eight feet wide on each side and kerb each of the said footpaths with twelve inches by eight inches Aberdeen granite and also make up the roadway with four inches of broken flints to the reasonable satisfaction of the District Board.

2. The Company will widen the bridge carrying the Charlwood Road in the parish of Putney over the Company's Richmond line as well as the intended extension thereof to an extent that when enclosed it will not be less than forty feet throughout between the parapets and will make up and tar-pave a footpath eight feet wide on each side thereof and kerb each of the said footpaths with twelve inches by eight inches Aberdeen granite and also make up the roadway with four inches of broken granite to the reasonable satisfaction of the District Board.

3. The Company will set back the Putney Station buildings to five feet behind the line of the existing buildings on either side of the bridge carrying the High Street in the parish of Putney over the Company's Richmond line to

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allow for the more convenient approach and departure of vehicles thereto and therefrom.

4. The Company undertake to construct a carriage road bridge with all necessary approaches thereto at the existing level crossing known as Pettiward's Crossing between Charlwood Road and Dyer's Lane in accordance with the Plans and Sections referred to in the pending Bill (which with its approaches is hereinafter called the intended bridge) and to acquire for the public full and free rights of passage at all times thereover such bridge and approach roads to be of the width of at least forty feet between the parapets and the Company will make up and tar-pave a footpath eight feet wide on each side thereof and kerb each of the said footpaths with twelve inches by eight inches Aberdeen granite to the extent of the bridge and the approach on the southern side of the Railway and will also make up the roadway over the said bridge and approaches with twelve inches of hard core and four inches of granite to the reasonable satisfaction of the District Board.

5. The Company undertake to erect and maintain a footbridge with proper steps thereto over their Richmond line at Dyer's Lane level crossing such footbridge to be of the width of five feet at the least and to have a four feet landing on each side half-way up and to be constructed in all respects to the reasonable satisfaction of the District Board.

6. The Company shall withdraw so much of Clause 17 of the pending Bill as follows after the word "highway" in the second line of such Clause.

And the District Board undertake—

(A) To consent as far as they legally can or may to the closing of Dyer's Lane so soon as the intended bridge and footbridge and other works herein agreed to be executed by the Company are constructed to their reasonable satisfaction and the new road mentioned in Clause 9 sub-Section E of such Bill and numbered 1 is thrown open for public traffic;

(B) To accept notwithstanding anything contained in Section 46 of "The Railways Clauses Consolidation Act 1845" an annual payment of thirty pounds for and in full discharge and release of the Company in respect of their liability to maintain and repair the roads over the three bridges which the Company are now or will after the passing of the pending Bill be liable to maintain and repair in the parish of Putney under the jurisdiction of the District Board and to accept a further annual payment of ten pounds for and in full discharge and release of the Company in respect of their liability to maintain and repair the road over the intended bridge and its approaches at Pettiward's crossing after the same shall have been completed as aforesaid to the reasonable satisfaction of the District Board;

(C) To pay to the Company the sum of two hundred and fifty pounds being the agreed estimated cost of the widening of the Charlwood Road bridge from thirty-five to forty feet when and so soon as such widening shall have been completed to their reasonable satisfaction;

(D.) To use their influence with the Metropolitan Board of Works to accept the intended bridge in lieu of a bridge over or under the Company's Railway at Dyer's Lane and to induce the Metropolitan Board of Works to consent to the closing of Dyer's Lane;

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(E) The Company undertake with the concurrence of the District Board to insert provisions in the pending Bill in conformity with and in confirmation of the foregoing Agreement.

Sealed with the Seal of the Board of Works for the Wandsworth District in the presence of

G. P. MEADEN
Chairman.

ARTHUR ALEXR. CORSELLIS
Clerk to the Board.

L.S.

Battersea Rise,
Wandsworth, S.W.,
21*st March*, 1883.

In witness whereof the London and South Western Railway Company have hereunto caused their Common Seal to be affixed the fourteenth day of April one thousand eight hundred and eighty-three.

Seal of the London and South Western Railway Company

LONDON: Printed by Eyre and Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1883.