ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

****

Cap. clii.

An Act for making Railways from the *London and South-western* Railway to *Hampton* and *Shepperton* in the County of *Middlesex*.

[17th *July* 1862.]

WHEREAS the making of Railways from the *London and South-western* Railway to *Hampton* and *Shepperton* would be of great public Advantage: And whereas the Persons herein-after named, with other Persons and Corporations, are willing at their own Expense to construct such Railways, with all necessary Works and Conveniences; but the same 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,

8 & 9 Vict. cc. 16. 18. & 20. and 23 & 24 Vict. c. 106. incorporated.

1. The Provisions of the following Acts of Parliament, (that is to say,) "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act 1860," and "The Railways Clauses Consolidation Act, 1845," (except such Parts thereof as are expressly varied by this Act,) shall be incorporated with and form Part of this Act.

Short Title.

2. In citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *Thames Valley* Railway Act, 1862."

Subscribers incorporated.

3. *William Schaw Lindsay*, Sir *William Clay* Baronet, the Honourable *Richard Howe Browne*, Sir *James Duke* Baronet, *Francis Offley Martin*, Lieutenant General Sir *Frederick Smith* K.H., *Henry Wellings*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking hereby authorized, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company for the Purpose of making and maintaining the Railways herein-after described, with proper Works and Conveniences belonging thereto, according to the Provisions of the herein-before mentioned Acts and of this Act; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Thames Valley* Railway Company," (in this Act called "the Company,") and by that Name shall be a Body Corporate, with perpetual Succession and a Common Seal, and shall have Power to purchase and hold Lands for the Purposes of the said Undertaking, subject to the Restrictions herein and in the herein-before mentioned Acts contained.

Capital.

4. The Capital of the Company shall be One hundred and ten thousand Pounds.

Number and Amount of Shares.

5. The Number of Shares into which the Capital shall be divided shall be Eleven thousand, and the Amount of each Share shall be Ten Pounds.

Calls.

6. Two Pounds *per* Share shall be the greatest Amount of any One Call which the Company shall be authorized to make on the Shareholders; and Three Months at the least shall be the Interval between successive Calls; and not more than Three Fourths of the Amount of a Share shall be called up in One Year on each Share.

Interest or Dividend not to be paid on Calls.

7. The Company shall not, out of any Money by this Act authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, pay any Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital of the Company: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

Deposit for future Bills not to be paid out of

8. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, to pay or deposit any Sum of Money which, by any Standing Order of either House

House of Parliament now in force or hereafter to be in force, may be required to be deposited in respect to any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking. Company's Capital.

9. It shall be lawful for the Company at any Time or from Time to Time to borrow on Mortgage any Sum or Sums of Money not exceeding in the whole the Sum of Thirty-six thousand Pounds: Provided always, that no Part of the said Sum of Thirty-six thousand Pounds shall be borrowed until the Capital of One hundred and ten thousand Pounds shall have been subscribed for and One Half thereof paid up, and the Company shall have proved to the Justice, who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," that the whole of the Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable. Power to borrow on Mortgage.

10. All Monies raised by the Company under the Powers of this Act shall be applied for the Purposes of this Act, and for no other Purposes whatsoever. Application of Monies raised under this Act.

11. It shall be lawful for the Mortgagees of the Company to enforce the Payment of the Arrears of Principal and Interest due on any such Mortgage by the Appointment of a Receiver, but in order to authorize the Appointment of such Receiver, in the event of the Principal Monies due on such Mortgages not being duly paid, the Amount owing to the Creditors by whom such Application shall be made shall not be less than Four thousand Pounds in the whole. Arrears may be enforced by the Appointment of a Receiver.

12. The First General Meeting of the Company shall be held within Six Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly in the Months of *February* and *August*, or such other Months as the Directors shall from Time to Time appoint. Meetings of Company.

13. Subject to the Provisions herein contained for reducing the Number of the Directors, the Number of Directors shall be Seven, and the Qualification of a Director shall be the Possession in his own Right of not less than Fifty Shares in the Undertaking. Number and Qualification of Directors.

14. It shall be lawful for the Company from Time to Time to reduce the Number of Directors, provided that the reduced Number be not less than Four. Power to vary Number of Directors.

15. *William Schaw Lindsay*, Sir *William Clay* Baronet, the Honourable *Richard Howe Browne*, Sir *James Duke* Baronet, *Francis Offley Martin*, First Directors.

Martin, Lieutenant General Sir *Frederick Smith* K.H., and *Henry Wellings* shall be the First Directors of the Company.

Quorum of Directors.

16. The Quorum of a Meeting of Directors shall be Three.

Election of Directors at First General Meeting.

17. The Directors appointed by this Act, or such of them as shall not die or resign or become disqualified to act, shall continue in Office until the First General Meeting to be held after the passing of this Act; and at such Meeting the Shareholders present, personally or by Proxy, may continue in Office such of the Directors appointed by this Act as they shall think fit, or may elect new Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible to be elected as Members of such new Body.

Subsequent Election of Directors.

18. At the First Ordinary Meeting to be held every Year after the Year in which the First General Meeting shall be held, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in the Manner provided by "The Companies Clauses Consolidation Act, 1845."

Power to make Railways according to deposited Plans.

19. And whereas Plans and Sections of the intended Railways and Works, showing the Lines, Levels, and Situation thereof, and also a Book of Reference to the Plans containing the Names of the reputed Owners, Lessees, and Occupiers of the Lands through which the same were intended to pass or be made, or which might be required for the Purposes of the Undertaking, were in the Month of *November* One thousand eight hundred and sixty-one deposited for public Inspection with the Clerk of the Peace for the County of *Middlesex:* And whereas since the Deposit of the aforesaid Plans, Sections, and Book of Reference, an Alteration in the Line or Course of that Portion of the Railway on the said Plans, distinguished by the Number 3, which is intended to be made between the Properties respectively numbered on the Plans thereof 15 in the Parish of *Hampton*, and 15 in the Parish of *Shepperton*, has been deemed expedient: And whereas amended Plans and Sections, describing the altered Line or Course of the Railway so distinguished by the Number 3, and the Levels of such altered Line, with an amended Book of Reference thereto, were in the Month of *April* in the present Year deposited with the said Clerk of the Peace: Therefore it shall be lawful for the Company, subject to the Provisions in this Act and the incorporated Acts contained, to make and maintain the said Portion of the Railway so distinguished by the Number 3, in the Line and Situation and upon the Lands delineated upon the Plans and described in the Book

Book of Reference, and according to the Levels defined on the Sections respectively deposited in the Month of *April* as aforesaid, and to enter upon, take, and use such of those Lands as shall be necessary for such Purpose; and it shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the other Railways and Works herein-after described, and the Remainder of the said Railway distinguished by the Number 3 (but not any Part of the same Railway for which the before-mentioned altered Line is substituted), in the Lines and Situation and upon the Lands delineated on the said Plans and described in the said Book of Reference, and according to the Levels defined on the said Section, so respectively deposited in the Month of *November* as aforesaid, and to enter upon, take, and use such of those Lands as shall be necessary for such Purpose.

Clerk of the Peace to retain amended Plans.

20. The Clerk of the Peace for the County of *Middlesex* shall retain the said Plans, Sections, and Book of Reference deposited in the Month of *April* as aforesaid, and all the Clauses and Provisions of the Public General Act, 1st *Victoria*, Chapter 83, shall extend and apply thereto.

Description of Railways.

21. The Railways by this Act authorized to be constructed will be wholly situate in the County of *Middlesex*, and comprise the following Works:

A Railway commencing in the Parish of *Twickenham* in a Field No. 106 on the Plans deposited with the Clerk of the Peace for the County of *Middlesex*, in respect of the authorized Branch Railway of the *London and South-western* Railway from *Twickenham* to *Kingston Bridge*, at a Point Twelve Chains or thereabouts South-west of the Point where the public Footpath No. 101 joins the Occupation Roads numbered 94 and 95 on the said Plans, and terminating in the Parish of *Shepperton* in a Field belonging to *John Stone Wigg*, and in the Occupation of *Richard Fladgate*, and bounded on the West by the Road leading from *Shepperton* to *Charlton*:

A Railway wholly situate in the said Parish of *Twickenham*, commencing by a Junction with the last-mentioned intended Railway, in the said Field numbered 106 on the Plans deposited with the Clerk of the Peace for the County of *Middlesex*, in respect of the authorized Branch Railway of the *London and South-western* Railway from *Twickenham* to *Kingston Bridge*, at a Point Twelve Chains or thereabouts South-west of the Point where the public Footpath numbered 101 joins the Occupation Roads numbered 94 and 95 on the said Plans, and terminating by a Junction with the said authorized Branch Railway from *Twickenham* to *Kingston Bridge*, at or near a Point Twelve Chains or thereabouts North of the said Occupation Road numbered 95 on the said Plan.

Junctions to be made in manner most approved.

22. The Junction of the Railway with the *London and South-western* Railway shall be effected by means of Junction Rails and Points, with proper Signals in connexion therewith of the Construction most approved, and in every Case to the reasonable Satisfaction of the Engineer of the *London and South-western* Railway Company, and shall for ever thereafter be well and sufficiently maintained and kept in good and proper Repair by or at the Expense of the Company.

Works at Junctions to be done to Satisfaction of Engineer.

23. The Expense of that Junction and of all requisite Works for effecting the same, and of the Signals in connexion therewith, and of all Repairs thereof respectively shall be paid by the Company, and those Works and Repairs shall on every Occasion be done and maintained and kept in repair in such Manner as not to injure the *London and South-western* Railway, and under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer of the *London and South-western* Railway Company, or in default of the Works and Repairs being so done and maintained or kept in repair by the Company, the same respectively may be done, maintained, and kept in repair by the *London and South-western* Railway Company, and in that Case the Expense thereof shall thereupon be forthwith repaid to that Company by the Company, and in case of Nonpayment may be recovered from the Company in any County or other Court having by Law Cognizance of the Action.

Provision for Watchmen, Signalmen, &c.

24. The *London and South-western* Railway Company may from Time to Time erect such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Signalmen, and other Persons as may be necessary for the Prevention of Danger or Obstruction to or Interference with Persons, Property, or Traffic at and near the Point of Junction between the Railway and the *London and South-western* Railway, and the Working and Management of such Signals, Works, and Conveniences shall be under the exclusive Management and Regulation of the *London and South-western* Railway Company, and all the Costs and Expenses of erecting, maintaining, and working such Signals, Works, and Conveniences, or otherwise relative thereto, and the Wages of such Watchmen, Switchmen, Signalmen, and other Persons in each Half Year shall at the End of that Half Year be repaid by the Company to the *London and South-western* Railway Company, and in default of such Repayment the Amount of such Costs, Expenses, and Wages may be recovered from the Company by the *London and South-western* Railway Company in any County or other Court having by Law Cognizance of the Action; and in case any Difference shall arise between the Company and the *London and South-western* Railway Company touching any of the Matters provided for by this present Section, every such Difference shall be determined by a Referee to be appointed on the Application of either Party by the Board of Trade.

25. Not-

Power to alter Engineering Works.

25. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviation be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, or they may substitute any other Engineering Work not shown on those Plans or Sections instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon; provided that every such Alteration or Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such Certificate, if it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Alteration or Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby; provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

Not to interfere with Property of the Crown without Consent.

26. It shall not be lawful for the Company to enter upon, take, use, or interfere with any Part of the *Longford River* or its Bed or Banks, of which Her Majesty in right of Her Crown is or claims to be seised, without the Consent in Writing of the Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings on behalf of Her Majesty, under their or his Hands or Hand, for that Purpose first had and obtained; and all Works which may on behalf of Her Majesty be permitted to be done by the Company upon or connected with the said River or the Bed and Banks thereof shall be executed by the Company at their own Costs and Charges, within such Time and according to such Plans and Designs as the said Commissioners or First Commissioner for the Time being shall in Writing approve of, and under the Superintendence and Directions and to the Satisfaction in all respects of the Engineer for the Time being of the said Commissioners or First Commissioner, and that no Alteration shall be made at any Time, either during the Execution of the Works or subsequently, without the Permission in Writing of the said Commissioners or First Commissioner for that Purpose first had and obtained.

Works connected with Longford River to be executed to

27. All the Works done and executed by the Company upon or about the *Longford River*, or its Bed or Banks, shall at all Times be repaired, upheld, and maintained in good, sound, and substantial Repair and Condition in all respects by and at the Costs and Charges of the Company, and

the Satisfaction of the Commissioners of Works.

and to the Satisfaction of the Engineer for the Time being of the said Commissioners or First Commissioner, or other the proper Officers or Officer for the Time being of Her Majesty, Her Heirs and Successors; and all the Costs, Charges, and Expenses of such Engineer in relation to such Works and Repairs shall be borne and paid by the Company.

Provision as to Company failing to repair Works connected with the Longford River.

28. If and so often as the Company shall fail to repair and keep in good, sound, and complete Repair, and to the Satisfaction of the Commissioners or First Commissioner, or other the proper Officers or Officer for the Time being of Her Majesty, the several Works, Matters, and Things which may be done by them upon, to, or in connexion with the *Longford River* and the Bed and Banks, and if, after Notice thereof given to the Company by or on behalf of the said Commissioners, the Company shall not, for the Space of Three Days, commence such Repair, and proceed thereon with all reasonable Expedition until the same shall be completed, it shall be lawful for the Commissioners or First Commissioner, or other the proper Officers or Officer for the Time being of Her Majesty, Her Heirs and Successors, to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expenses incurred by the said Commissioners or First Commissioner, or Officers for the Time being of Her Majesty, shall be paid on Demand by the Company; or on Failure of Payment for Twenty-one Days after such Demand, the same may be recovered by the same or the like Ways and Means as a Debt due and owing to Her Majesty, Her Heirs and Successors, is or may be by Law recoverable and recovered.

Works in connexion with Grand Junction Waterworks Company to be executed by that Company.

29. And whereas the Trunk Main from *Hampton* to *Kew* of the *Grand Junction* Waterworks Company (herein-after called "the *Grand Junction* Company,") is laid along the public Road leading from *Hampton* to *Twickenham* in the Parishes of *Hampton* and *Twickenham*; and it will be necessary for the Purposes of this Act to interfere with the said Road, and the Trunk Main laid along the same, and it may be necessary for the Purposes aforesaid to interfere with other Roads also along which the Pipes of the *Grand Junction* Company are laid: And whereas it is expedient that Provision should be made for preventing any Interruption in the Flow of Water from the *Grand Junction* Company's Reservoirs and Works at *Hampton* to their Filtering Beds, Reservoirs, and Works at *Kew*, and through their Mains and Pipes for the Supply of Water, and that with such View all Works connected with the said Trunk Main, or otherwise in relation to such Flow of Water, should be executed by the *Grand Junction* Company or their Engineer, and under the sole Direction of such Engineer: Therefore the Company shall, Seven Days at the least before they shall commence any Works in connexion with or in any way relating to the altering of or Interference with the said Road from *Hampton* to *Twickenham*, or any other Road along which the Mains

and

and Pipes of the *Grand Junction* Company may be laid, give Notice in Writing to the *Grand Junction* Company of their Intention to commence such Works, and shall at the same Time transmit to that Company a Plan and Section of those Works, describing the Extent to which and the Manner in which it is proposed to alter or otherwise interfere with such Road; and it shall not be lawful for the Company in any Manner to alter, displace, or otherwise interfere with the said Trunk Main or other Main or Pipe of the *Grand Junction* Company, but the Engineer for the Time being of the *Grand Junction* Company and an Engineer to be specially appointed for that Purpose by the Company (if they shall think fit,) shall have the Direction and Arrangement of all such Works as may be necessary for the Purpose of removing, altering, and restoring the said Trunk Main or other Main or Pipe, and of securing during the Execution thereof an uninterrupted Flow of Water through the same respectively; and all Costs, Charges, and Expenses incurred by the *Grand Junction* Company in or in any way relating to the Execution of any Works by them for the Purposes aforesaid, shall be repaid to them by the Company; and the Company shall also pay Compensation to the *Grand Junction* Company for any Loss, Damage, or Injury which they may sustain by reason of or consequent upon the Execution of any of the Works by this Act authorized; such Costs, Charges, and Compensation respectively to be settled by the Engineers aforesaid, or in case they cannot agree, by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Grand Junction Company not to be liable for Damage arising from Alteration of their Main.

30. Provided always, That the *Grand Junction* Company shall not be liable or accountable for any Damage or Injury which may be done to the Works of the Company or to the said Road from *Hampton* to *Twickenham*, or any other Road to be interfered with as aforesaid, or otherwise howsoever, by reason of any of the Works to be executed under the Authority of this Act, or in any way consequent thereupon, unless such Damage or Injury shall have arisen from the wilful Neglect or Default of the *Grand Junction* Company, their Engineer, Workmen, or Servants; but the Company shall and they are hereby required to indemnify and save harmless the *Grand Junction* Company from the Consequences of all such Damage or Injury as aforesaid.

Works in connexion with Southwark and Vauxhall Waterworks Company to be executed by that Company.

31. And whereas the Trunk Main from *Hampton* to *Battersea* of the *Southwark and Vauxhall* Waterworks Company (herein-after called "the *Southwark and Vauxhall* Company,") is laid along the public Road leading from *Hampton* to *Twickenham* in the Parishes of *Hampton* and *Twickenham*; and it will be necessary for the Purposes of this Act to interfere with the said Road and the Trunk Main laid along the same, and it may be necessary for the Purposes aforesaid to interfere with other Roads also along which the Pipes of the *Southwark and Vauxhall* Com-

pany are laid: And whereas it is expedient that Provision should be made for preventing any Interruption in the Flow of Water from the *Southwark and Vauxhall* Company's Reservoirs and Works at *Hampton* to their Filtering Beds, Reservoirs, and Works at *Battersea*, and through their Mains and Pipes for the Supply of Water, and that with such View all Works connected with the said Trunk Main, or otherwise in relation to such Flow of Water, should be executed by the *Southwark and Vauxhall* Company or their Engineer, and under the sole Direction of such Engineer: Therefore the Company shall, Seven Days at the least before they shall commence any Works in connexion with or in any way relating to the altering of or Interference with the said Road from *Hampton* to *Twickenham*, or any other Road along which the Mains and Pipes of the *Southwark and Vauxhall* Company may be laid, give Notice in Writing to the *Southwark and Vauxhall* Company of their Intention to commence such Works, and shall at the same Time transmit to that Company a Plan and Section of those Works, describing the Extent to which and the Manner in which it is proposed to alter or otherwise interfere with such Road; and it shall not be lawful for the Company in any Manner to alter, displace, or otherwise interfere with the said Trunk Main or other Main or Pipe of the *Southwark and Vauxhall* Company, but the Engineer for the Time being of the *Southwark and Vauxhall* Company and an Engineer to be specially appointed for that Purpose by the Company (if they shall think fit) shall have the Direction and Arrangement of all such Works as may be necessary for the Purpose of removing, altering, and restoring the said Trunk Main or other Main or Pipe, and of securing during the Execution thereof an uninterrupted Flow of Water through the same respectively; and all Costs, Charges, and Expenses incurred by the *Southwark and Vauxhall* Company in or in any way relating to the Execution of any Works by them for the Purposes aforesaid shall be repaid to them by the Company, and the Company shall also pay Compensation to the *Southwark and Vauxhall* Company for any Loss, Damage, or Injury which they may sustain by reason of or consequent upon the Execution of any of the Works by this Act authorized; such Costs, Charges, and Compensation respectively to be settled by the Engineers aforesaid, or in case they cannot agree by Arbitration in the Manner provided by "The Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Southwark and Vauxhall Company not to be liable for Damage arising from Alteration of their Main.

32. Provided always, That the *Southwark and Vauxhall* Company shall not be liable or accountable for any Damage or Injury which may be done to the Works of the Company, or to the said Road from *Hampton* to *Twickenham*, or any other Road to be interfered with as aforesaid, or otherwise howsoever, by reason of any of the Works to be executed under the Authority of this Act, or in any way consequent thereupon, unless such Damage or Injury shall have arisen from the wilful

wilful Neglect or Default of the *Southwark and Vauxhall* Company, their Engineer, Workmen, or Servants; but the Company shall and they are hereby required to indemnify and save harmless the *Southwark and Vauxhall* Company from the Consequences of all such Damage or Injury as aforesaid.

Protection of the Water Main of the West Middlesex Water Company.

33. And whereas the Trunk Main from *Hampton* to *Barnes* of the Company of Proprietors of the *West Middlesex* Waterworks, herein-after called "the *West Middlesex* Water Company," (which Main is the only Channel by which all the Water drawn by them for Waterworks Purposes is conveyed), is laid along the public Road leading from *Hampton* to *Twickenham* in the Parishes of *Hampton*, *Twickenham*, and *Teddington*, and it will be necessary for the Purposes of this Act to interfere with the said Road and the Trunk Main laid along the same: And whereas it is expedient that Provision should be made for preventing any Interruption in the Flow of Water from the Works at *Hampton* to the Filtering Beds, Reservoirs, and Works at *Barnes*, through their said Main, and that with such View all Works connected with the said Trunk Main, or otherwise in relation to such Flow of Water, should be executed by the *West Middlesex* Water Company, or such Person or Persons as they shall direct or appoint, and that all such Works should be done and executed under the sole Direction of such Engineer: Therefore the Company shall, Twenty-one Days at the least before they shall commence any Works in connexion with or in any way relating to the altering of or Interference with the said Road from *Hampton* to *Twickenham*, give Notice in Writing to the Secretary for the Time being of the *West Middlesex* Water Company, at their Chief Office in the *Marylebone Road*, of their Intention to commence such Works, and shall at the same Time transmit to that Company a Plan and Sections of those Works, describing the Extent to which and the Manner in which it is proposed to alter or otherwise interfere with such Road; and such Plans, Sections, and Works shall be so made or constructed and executed as that the said Road from *Hampton* to *Twickenham* shall not be raised to a greater Height than Seven Feet above the present Level thereof, with a Gradient of One Foot in every Thirty Feet, and so that there shall be Two Feet of Ground over such Trunk Main, reckoning from the plain Part of the upper Surface thereof, and the clear Space of not less than Six Inches between the under Surface of the plain Part of such Trunk Main and the Plates resting on the Girders of the Bridge by which the Road may be carried over the Railway, and every Bridge shall be so constructed as that the Trunk Main shall lie between Two Girders and above Plates resting thereon; and it shall not be lawful for the Company in any Manner to alter, displace, or otherwise interfere with the said Trunk Main of the *West Middlesex* Water Company, but that all such Works and Conveniences as may be considered necessary by the Engineer for the Time being of the *West Middlesex* Water Company for the

the Purpose of removing, altering, protecting, and restoring the said Trunk Main, and of securing during the Execution of such Works an uninterrupted Supply of Water from the Works of the *West Middlesex* Water Company at *Hampton* to their Works at *Barnes*, shall be done and performed by such Person or Persons as the *West Middlesex* Water Company shall direct or appoint, and under the sole Direction and Arrangement of the Engineer for the Time being of the *West Middlesex* Water Company; and all Costs, Charges, and Expenses incurred by the *West Middlesex* Water Company in or in any way relating to the Execution of any Works for the Purposes aforesaid shall be repaid to them by the Company, and the Company shall also pay Compensation to the *West Middlesex* Water Company for any Loss, Damage, or Injury which they may sustain by reason of or consequent upon the Execution of any of the Works by this Act authorized; such Costs, Charges, and Compensation respectively to be settled by the Engineer of the *West Middlesex* Water Company, whose Decision shall be final and binding on all Parties.

West Middlesex Water Company not to be liable for Damage arising from Alteration of their Main or Accident thereto.

34. Provided always, That the *West Middlesex* Water Company shall not be liable or accountable for any Damage or Injury which may be done to the Works of the Company, or to the said Road from *Hampton* to *Twickenham*, by reason of any of the Works to be executed under the Authority of this Act, or in any way consequent thereupon, unless such Damage or Injury shall have arisen from the wilful Neglect of the *West Middlesex* Water Company, their Engineer, Workmen, or Servants; but the Company shall and they are hereby required to indemnify and save harmless the *West Middlesex* Water Company from the Consequences of all such Damage or Injury as aforesaid; and the *West Middlesex* Water Company shall not at any Time be liable in respect of any Damage or Injury to the Railway or any of the Works and Conveniences connected therewith which shall at any Time happen by reason of any Leakage from, or bursting, or other Failure of their said Trunk Main.

Not to take Lands, &c. of the London and South-western Railway Company without Consent.

35. Nothing in this Act contained shall authorize the Company to take or enter upon any of the Lands belonging to the *London and South-western* Railway Company, or to alter, vary, or interfere with the *London and South-western* Railway or any of the Works thereof further or otherwise than is necessary for the convenient Junction and Intercommunication between that Railway and the Railways hereby authorized.

Saving the Rights of that Company.

36. Nothing in this Act contained shall prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *London and South-western* Railway Company otherwise than is herein expressly provided.

37. The

Land for extraordinary Purposes,

37. The Quantity of Land to be taken by Agreement by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Two Acres.

Powers for compulsory Purchases limited.

38. The Powers of the Company for the compulsory Purchase of Land for the Purposes of the Railways shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

39. The Railways hereby authorized shall be completed within Four Years from the passing of this Act, and on the Expiration of such Period the Powers by this or the herein-before mentioned Acts granted to the Company for executing the said Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways as shall then be completed.

Deposit of Guarantee Fund with Court of Chancery.

40. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of the Reign of Her present Majesty, Chapter Twenty, and under a Warrant or Order issued for that Purpose in pursuance of the said Act, the Sum of Twenty-one thousand seven hundred Pounds, Stock in the New Three Pounds *per Centum* Bank Annuities, purchased for the Sum of Twenty thousand one hundred and eighty-one Pounds, has been transferred to the Court of Chancery in respect of the Application to Parliament for this Act: And whereas the Sum of Twenty thousand Pounds is Eight *per Centum* on Two hundred and fifty thousand Pounds, the Amount originally proposed as the Capital of the Company: And whereas Eight *per Centum* on One hundred and ten thousand Pounds, the Capital of the Company as fixed by this Act, would amount to Eight thousand eight hundred Pounds only, which Sum, if invested in New Three Pounds *per Centum* Bank Annuities on the Day on which this Sum of Twenty thousand one hundred and eighty-one Pounds was so invested, would have produced Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock: Therefore, if at any Time after the passing of this Act the Persons named in the said Warrant or Order, or the Survivors or Survivor of them, or the Majority of such Persons, or the Executors or Administrators of such Survivor, shall apply by Petition to the Court of Chancery for that Purpose, the said Court shall order the Sum of Twelve thousand two hundred and thirty-seven Pounds Twelve Shillings and Ninepence, Part of the said Sum of Twenty-one thousand seven hundred Pounds Stock, and Fourteen Twenty-fifth Parts of the Dividends which shall at the Date of the Order have accrued in respect of the last-mentioned Sum of Stock, to be transferred and paid to the Parties or Party so applying, or to any other Person or Persons whom they or he may appoint in that Behalf, and the remaining Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock, and the remaining Eleven Twenty-fifth Parts of the Dividends

dends accrued up to the Date of the said Order, and the future Dividends of the said Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock shall be held and disposed of by the said Court, as by the said Act of the Ninth and Tenth Years of Her present Majesty is directed with reference to Stocks transferred in pursuance of that Act, and the Dividends on such Stocks, in the same Manner in all respects as if the said Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence had been the entire Sum named in the said Warrant or Order, and transferred into the Court of Chancery with respect to this Application: Provided, that notwithstanding anything contained in that Act, the said Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock, or the Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the said Company shall, previously to the Expiration of the Period limited by this Act for the Completion of the Railways hereby authorized to be made, either open the said Railways for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations, that the said Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the said Company shall either have opened the said Railways for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock, and the Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain* and *Ireland*; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Eight thousand eight hundred Pounds shall have been executed by the said Company, with One or more Sureties (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Eight thousand eight hundred Pounds, if the said Company shall not, within the Time limited for the Completion of the said Railways, either open the said Railways for the public Conveyance of Passengers, or

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prove to the Satisfaction of the Lords of the said Committee, that the said Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock, and the Dividends thereof, shall be paid and transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them; and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Nine thousand four hundred and sixty-two Pounds Seven Shillings and Threepence Stock, and the Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

41. It shall be lawful for the Company to levy and demand Rates, Tolls, and Duties for the Use of the Railways by this Act authorized, not exceeding the following; (that is to say,)

For Goods, &c.

In respect of the Tonnage of all Articles conveyed upon the Railways or any Part thereof, as follows:

For all Coals, Coke, Culm, Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repairs of public Roads or Highways, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fireclay, Cinders, Slag, and Stone, One Penny Halfpenny *per* Ton *per* Mile; and if conveyed in Carriages belonging to the Company, an additional Sum *per* Ton not exceeding One Halfpenny *per* Ton *per* Mile:

For all heavy Iron Castings, including Railway Chairs, and for all Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fireclay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile not exceeding Fourpence; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding One Penny *per* Ton *per* Mile:

And for every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform belonging to the Company, *per* Mile not exceeding Sixpence:

And a Sum of Fourpence for every additional Quarter of a Ton, or fractional Part of a Quarter of a Ton, which such Carriage may weigh:

For Passengers and Cattle.

In respect of Passengers and Animals conveyed in Carriages on the Railways, as follows:

For any Person conveyed in or upon any such Carriage, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

For every Horse, Mule, Ass, or other Beast of Draught or Burden, *per* Mile not exceeding Threepence; and if conveyed in any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

For every Ox, Bull, Cow, or Neat Cattle, *per* Mile not exceeding Twopence; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny:

For every Calf or Pig, Sheep or Lamb, or other small Animal, *per* Mile not exceeding One Penny; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum *per* Mile not exceeding One Penny.

Tolls for propelling Power.

42. The Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railways shall not exceed One Penny *per* Mile for the Use of the Railways for each Passenger or Animal, or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken.

Regulations as to the Tolls.

43. The following Provisions and Regulations shall be applicable to the fixing of the Tolls and Rates of Charge; (that is to say,)

For Persons, Animals, and Things conveyed on the Railways for a less Distance than Three Miles, the Company may demand Tolls and Charges as for Three Miles:

For the Fraction of a Ton, the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton:

For a Fraction of a Mile beyond Three Miles, or beyond any greater Number of Miles, the Company, in respect of Passengers may take Tolls and Charges as for One Mile, and in respect of Animals and Goods they may take Tolls and Charges for such Fraction in proportion to the Number of Quarters of a Mile contained therein, and

if

if there be a Fraction of a Quarter of a Mile, such Fraction shall for this Purpose be deemed a Quarter of a Mile:

With respect to all Articles except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight:

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Tolls for small Parcels and single Articles of great Weight.

44. And with respect to small Packages and single Articles of great Weight, be it enacted, That notwithstanding the Rate of the Tolls prescribed by this Act, the Company may lawfully demand the Tolls following; (that is to say,)

For the Carriage of small Parcels the Company may demand any Sum which they think fit, not exceeding the Rates following:

Not exceeding in Weight Seven Pounds, Threepence; exceeding Seven and not exceeding Fourteen Pounds, Fivepence; exceeding Fourteen and not exceeding Twenty-eight Pounds, Sevenpence; exceeding Twenty-eight and not exceeding Fifty-six Pounds, Ninepence; exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as they think proper: Provided always, that Articles sent in large Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but such Term shall apply only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Sixpence *per* Ton *per* Mile:

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

Maximum Rate of Charges for Passengers.

45. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railways, including the Tolls for the Use of the Railways and of Carriages, and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums:

For every Passenger conveyed in a First-class Carriage, the Sum of Threepence *per* Mile:

For every Passenger conveyed in a Second-class Carriage, the Sum of Twopence *per* Mile:

For every Passenger conveyed in a Third-class Carriage, the Sum of One Penny Halfpenny *per* Mile.

Maximum Rates of Charges for Cattle, Goods, &c.

46. And with respect to the Conveyance of Horses, Cattle, Carriages, and Goods, be it enacted, That the maximum Rates of Charge to be made upon the said Railways by the Company, including the Tolls for the Use of the said Railways and of Carriages, and for locomotive Power, and every Expense incidental to such Conveyance (except a reasonable Sum for loading, covering, and unloading of Goods at any Terminal Station of such Goods, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company), shall not exceed the following Sums:

For every Horse or other Beast of Draught or Burden before classed with Horses, the Sum of Fourpence *per* Mile:

For Cattle, the Sum of Threepence *per* Head *per* Mile:

For Calves and Pigs, Sheep and small Animals, the Sum of Twopence each *per* Mile:

For every Carriage, the Sum of Sixpence *per* Mile:

For Coals, Coke, Culm, Dung, Manure, Ironstone, and other Articles herein-before classed therewith, the Sum of One Penny Halfpenny *per* Ton *per* Mile:

For Sugar, Grain, Cotton, and other Articles herein-before classed therewith, the Sum of Fourpence *per* Ton *per* Mile.

Restriction as to Charges not to apply to Special Trains.

47. Provided always, That the Restriction as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to be run upon the Railways, but shall apply only to the ordinary and Express Trains appointed or to be appointed from Time to Time by the Company for the Conveyance of Passengers and Goods upon the said Railways.

Definition of Terminal Station.

48. No Station is to be considered a Terminal Station in regard to any Goods conveyed on the Railways which have not been received direct from the Consignors of such Traffic, or are not directed to be delivered thereat to the Consignees.

Company may take increased Charges by Agreement.

49. Provided always, That nothing herein contained shall be held to prevent the Company from taking any increased Charges over and above the Charges herein-before limited for the Conveyance of Goods of any Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods (except small Parcels) by Passenger Trains or by reason of any other special Service performed by the Company in relation thereto.

Passengers Luggage.

50. Every Passenger travelling upon the Railway may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight

Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Company may enter into Working Arrangements with the London and South-western Railway Company.

51. It shall be lawful for the Company to enter into any Contracts or Agreements with the *London and South-western* Railway Company for the Management, Use, Working, and Maintenance by them of the Railways by this Act authorized for such Period and on such Terms and Conditions whatsoever as the Two Companies think fit: Provided always, that no such Agreement shall have any Operation until the same shall have been approved by the Board of Trade, and no such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or from any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which any such Agreement may relate upon the Terms and Conditions and on Payment of the same Tolls, Rates, and Charges as they would have been in case no such Agreement had been entered into; provided also, that the said Board of Trade shall not approve such Agreement without being satisfied that the same has been duly assented to by Three Fifths of the Votes of the respective Shareholders of each of the Companies in Special Meeting assembled for that Purpose.

Agreement to be approved by the Board of Trade.

Not to affect Persons not Parties thereto.

Agreement not to take effect unless approved by Shareholders.

Agreements may be modified by the Board of Trade.

Public Notice to be given of Intention to modify Agreements.

52. At the Expiration of Ten Years from the Approval by the Board of Trade of any such Agreement, and so from Ten Years to Ten Years, the Board, if and so far as they think it requisite for the Interests of the Public that any of the Terms and Conditions thereof should be modified, may require the same to be modified accordingly, and may declare the Modification made by them to be Part of such Agreement, and the same shall be read and take effect accordingly, and the Board of Trade may require the Companies to give Notice of the Intention of such Board to revise the Agreement by Advertisement inserted once in each of Three successive Weeks in some *London* daily Morning Newspaper, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by the Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade.

Contracts may be varied or determined.

53. Any such Agreement may be varied or determined by Consent of both the Parties thereto, but any Modification, Variation, or Determination of the Agreement shall not operate or take effect until approved by at least Three Fifths of the Votes of the Shareholders in each Company and by the Board of Trade.

54. Pro-

Agreements under General Acts.

54. Provided, That this Act shall not restrict the Powers conferred on the Two Companies respectively by "The Railways Clauses Consolidation Act, 1845," or any other General Act from Time to Time in force with respect to the entering into and carrying into effect of any Agreements.

Heads for Agreement in Schedule confirmed.

55. The Heads for an Agreement between the Company and the *London and South-western* Railway Company, as they are set forth in the Schedule to this Act annexed, are by this Act confirmed and made binding on the Two Companies, and full Effect may and shall be given thereto.

During Agreements new Lines to be Part of London and South-western Railway as regards Tolls.

56. If and so long as under any Contract or Agreement authorized or confirmed by this Act the *London and South-western* Railway Company work the Railways by this Act authorized, the same shall for the Purposes of Tolls, Rates, and Charges be deemed to be Part of the Branch Railway of the *London and South-western* Railway Company from *Kingston* to *Twickenham*, and to form therewith One continuous Line of Railway.

Confirming certain Agreement with Edward Raphael, Esq.

57. An Agreement bearing Date the Eighth Day of *May* One thousand eight hundred and sixty-two, and made or expressed to be made between *William Schaw Lindsay* and Sir *William Clay* Baronet, of the one Part, and *Edward Raphael* of the other Part, is hereby confirmed and declared to be binding on the Company; and such Agreement shall be read and construed in the same Manner as if the Company had been Party thereto, and had been named throughout such Agreement in the Place of the said *William Schaw Lindsay* and Sir *William Clay*, and such Agreement had been made under the Seal of the Company.

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

58. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized to be made, or the 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 in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Saving Rights of the Crown.

59. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them,

on

on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

60. All Costs, Charges, and Expenses of and incidental to the obtaining of this Act and preparatory thereto shall be paid by the Company.

SCHEDULE referred to in the foregoing Act.

HEADS FOR AGREEMENT between the Metropolitan and Thames Valley Railway Company and the London and South-western Railway Company.

1. All Portions of the proposed Thames Valley Railway Northward of the proposed Junction with the South-western Company's Kingston Branch Railway, and the Portion thereof Westward of Shepperton, to be abandoned.

2. The Thames Valley Company's Bill to be amended by omitting the Description of the Railway first and secondly described in Clause 20, by omitting all Reference to the Great Western, the Great Western and Brentford, and the Metropolitan Railways, and by altering the Bill in other respects, so that Effect may be given to the now intended Agreement.

3. The Thames Valley Company to make the Railways thirdly and fourthly described in Clause 20 of their pending Bill as a Single Line Narrow Gauge Railway, with all proper and sufficient Sidings, Stations, Station Yards, Buildings, Sheds, Approaches, Water Supply, Electric Telegraph Works, and Conveniences, properly provided out of Capital by a Railway Company intending to work their own Railway, and with Land, and over and under Bridges, proper and sufficient for double Lines.

4. The Railway and Works to be made under the Superintendence of the Thames Valley Company's Engineer, and to the reasonable Satisfaction of the South-western Company's Engineer (who shall lay out the Line and Works, with such Deviations from and Alterations of the Line and Works shown on the deposited Plans and Sections as can be lawfully made, and the Two Engineers agree on); the Line to be ballasted with Gravel of at least Eighteen Inches deep, and the Rails to be Eighty Pounds per Yard, and fished, and the Road generally to be equal to that of the Twickenham and Kingston Branch of the London and South-western Railway, and the Railway to be completed, and the Sanction of the Board of Trade for the opening thereof for public Traffic to be obtained by the Thames Valley Company at the latest by the Time limited by their intended Act for the Completion thereof, and so much sooner as reasonably can be. The Contracts for Works to include Maintenance by the Contractors for Twelve Months after Completion.

5. If the Thames Valley Company make any Accommodation Works, or extra Works by way of Compensation to Land Owners, which the South-western Company's Engineer does not previously approve, the current Expenses of the Maintenance and Repair of those Accommodation or extra Works to be borne from Time to Time by the Thames Valley Company out of their Dividend Fund. The Thames Valley Company (except with the previous Consent of the South-western Company) not to purchase any Land on Rent-charge.

6. The

6. The Thames Valley Company to redeem the Land Tax, and to pay same until redeemed, and procure the Apportionment of the Tithe Rentcharge.

7. From and after the Time sanctioned by the Board of Trade for the opening of the Railway, the South-western Company (having the Benefit of the Twelve Months Maintenance by Contractors) to renew, uphold, maintain, manage, man, stock, and work the Thames Valley Railway fairly and efficiently, as if it were Part of their own System of Railways, on the following Terms:—

A. The gross Revenue Receipts of the Thames Valley Company from all Sources, and an adequate Portion of the South-western Company's own Receipts from Traffic to form a Joint Fund.

B. The Joint Fund to be applied in Payment of—

1. A Sum to the Thames Valley Railway Company not exceeding Two hundred and fifty Pounds a Year for their Office and Direction Expenses.
2. Interest on the Mortgage Debt of the Thames Valley Company from Time to Time expended on Capital Account.
3. All the other Outgoings of the Thames Valley Company, except those properly chargeable to Capital.
4. Dividend (herein called "their Dividend Fund") at the Rate of Four Pounds per Centum per Annum (less Income Tax) on their Capital, from Time to Time expended on Capital Account, so nevertheless that the aggregate Amount of the Interest on the Mortgage Debt and their Dividend Fund shall not exceed Four thousand four hundred Pounds in any One Year.

8. But if and when the gross Revenue Receipts earned on the Railway of the Thames Valley Company for any Year are sufficient for the following Payments, then the Joint Fund not to be formed for that Year, but those gross Revenue Receipts to be applied as follows:—

C. In Payment of the Outgoings, Interest, and Dividend (B).

D. In Payment of Fifty per Cent. of those gross Revenue Receipts, or the Amount of those gross Revenue Receipts (whichever shall be the smaller Amount) to the South-western Company, as their Remuneration for renewing, upholding, maintaining, managing, manning, stocking, and working the Thames Valley Railway during that Year.

E. And if and when after making the Payments (C.) and (D.) there is any Surplus of those gross Revenue Receipts, then the Surplus shall be applied—

F. In Payment of the Amount of the Government Passenger Duty.

G. In or towards Repayment to the South-western Company of any Part of their own Receipts from Traffic carried to the Joint Fund (A.) in any and every Year, until all such Sums are repaid to the South-western Company.

H. The Balance, if any, of those gross Revenue Receipts to belong to the Two Companies in equal Shares.

9. The Accounts between the Two Companies to be made up and settled half-yearly.

10. The net Proceeds of the Sale of all superfluous Lands of the Thames Valley Company to be applied in reduction of their Mortgage Debt, but no such Sale shall be made without the previous Consent in Writing of the South-western Company.

11. The

11. The South-western Company to be at liberty (subject to the Sanction of Parliament) to require, at any Time after the Thames Valley Railway has been opened, the Amalgamation of the Thames Valley Undertaking and Railway with their own Undertaking and Railway, on their adopting the Mortgage Debt of the Thames Valley Company, and allotting to them, in substitution for their paid-up Capital, ordinary Stock of the South-western Company of a nominal Amount equal to the Amount of the Thames Valley Company's expended Capital.

12. The South-western Company to be at liberty, when they think fit, to apply, at their own Expense, for Parliamentary Authority for all or any of the Objects of these Heads, and the Thames Valley Company to support every such Application.

13. A formal Agreement in detail for carrying these Heads into effect, with such Modifications thereof as the Two Companies mutually agree on, to be prepared, with all proper and sufficient usual and incidental Provisions, including Provisions for the keeping, rendering, examining, and vouching of Accounts, and for the Settlement of all Differences between the Two Companies by Arbitration under "The Railway Companies Arbitration Act, 1859," and to be executed by the Two Companies, under their Common Seals, within Three Months after the passing of the pending Bill.

14. In consideration of the preceding Terms and Conditions, the South-western Company not to oppose further the pending Bill, and the Thames Valley Company to bind themselves, by Agreement under their Common Seal with the South-western Company, not at any Time to promote or sanction, directly or indirectly, any Extension of the Thames Valley Railway, or any Railway to serve as an Extension thereof, without in every Case the previous Consent of the South-western Company under their Common Seal.

15. All Differences between the Two Companies on the Construction or Incidents of these Heads to be settled on behalf of both Parties by John Bullar, Esquire.

Dated this First Day of May 1862.

Seal of the London and South-western Railway Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.