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Tooting, Merton, and Wimbledon Railway (South-western and Brighton) Act, 1865.

Wimbledon Extension Railway (in this Act called the *Tooting* Railway), consisting of a Railway (No. 1.) commencing in the Parish of *Merton* by a Junction with the *Wimbledon and Croydon* Railway, and terminating in the Parish of *Streatham* by a Junction with the Railway by the "*London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, &c.) Act, 1863," authorized, and a Railway (No. 2.) commencing in the Parish of *Wimbledon* by a Junction with the *Wimbledon and Croydon* Railway, and terminating in the Parish of *Tooting Graveney* by a Junction with the Railway No. 1.; and by the Act Working and Traffic Agreements with respect to the *Tooting* Railway and the Traffic thereon between the *Tooting* Company on the one hand, and the *London and South-western* Railway Company (in this Act called the *South-western* Company) and the *London, Brighton, and South Coast* Railway Company (in this Act called the *Brighton* Company), those Companies being in the *Tooting* Act and in this Act called "the Two Companies," on the other hand, were authorized: And whereas it is expedient that the *Tooting* Company be dissolved, and their Undertaking, Railway, Works, Property, Powers, and Privileges be by this Act vested in the Two Companies: And whereas it is expedient that a Joint Committee for the Completion and Management of the *Tooting* Railway and for other Purposes of this Act be appointed by the Two Companies, with the Powers by this Act conferred on the Joint Committee: And whereas it is expedient that the Two Companies be authorized to make a Junction Railway to connect the Main Line of the *South-western* Company with the Railway No. 2. authorized by the *Tooting* Act: And whereas Plans and Sections of that Railway showing the Line and Levels thereof, and Plans also showing the Lands which may be taken for the Purposes of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Surrey*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas it is expedient that the Two Companies be authorized to work over and use the *Tooting* Railway and the Portion of the *Wimbledon and Croydon* Railway lying between the Junction therewith of the Railway No. 1. and the Junction therewith of the Railway No. 2. authorized by the *Tooting* Act: And whereas it is expedient, and the Two Companies are agreed, that the *South-western* Company be authorized to work over and use Railways and Stations of the *Brighton* Company to the Extent and subject to the Provisions and Conditions in this Act mentioned: And whereas it is expedient that the Two Companies be authorized to enter into and carry into effect Working and Traffic Arrangements

ments with respect to the *Tooting* Railway and other Railways of the Two Companies respectively communicating, whether directly or indirectly, with the *Tooting* Railway, and with respect to the Traffic thereon respectively, and for the other Purposes by this Act authorized: And whereas it is expedient that the Two Companies respectively be authorized to raise for the Purposes of this Act further Monies: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*Tooting*, *Merton*, *and Wimbledon* Railway (*South-western and Brighton*) Act, 1865."

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

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

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," and the following Parts of "The Companies Clauses Act, 1863," (save so far as any of those Provisions and Parts respectively are expressly excepted or varied by this Act,) are respectively incorporated with and form Part of this Act; that is to say, the Provisions 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 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 Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, and with respect to the Provisions to be made for affording Access to the Special Act by all Parties interested.

Same Meanings to Words in incorporated Acts and this Act.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have

have in this Act the same respective Meanings, unless excluded by the Subject or Context; provided that the Expression "Superior Courts" in the Acts or Parts of Acts incorporated with this Act includes any Court of competent Jurisdiction as by this Act defined, and that the Expression "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

Undertaking, &c. vested in the Two Companies.

5. On the passing of this Act the Undertaking, Railway, Sidings, Stations, Works, and Conveniences, Lands, Buildings, and Estates, Property, Effects, Claims, and Demands, Rights, Powers, and Privileges whatsoever, including the Benefit of all Contracts with the *Tooting* Company, of or to which the *Tooting* Company by virtue of the *Tooting* Act or otherwise howsoever were immediately before the passing of this Act seised, possessed, or in any way entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, in this Act called the Joint Property, are by this Act vested in the Two Companies jointly as Part of their respective Undertakings, Railways, Property, and Effects.

Subject to Liabilities of Tooting Company.

6. The Undertaking, Railway, Works, and Property of the *Tooting* Company are so vested in the Two Companies, subject to all Debts, Liabilities, and Engagements of the *Tooting* Company or affecting the *Tooting* Company in respect of the same.

Powers of Tooting Company as to internal Management, &c. extinguished.

7. Provided that the Powers of the *Tooting* Company so vested in the Two Companies do not comprise any of the Powers with respect to General Meetings or Directors, or the Management of the internal Affairs of the *Tooting* Company, or the raising of Money by Shares or by borrowing, but those Powers are by this Act extinguished.

Tooting Railway, &c. to be vested in the Two Companies jointly or in severalty.

8. Provided that on and after the opening of the *Tooting* Railway for public Traffic the *South-western* Company shall at Law be the Owners of the Portion of that Railway and of the Works and Conveniences connected therewith which lies Westward of a Line drawn from North to South through Two Points, both marked A on a Plan which has been signed by *William Robert Galbraith* and *Robert Jacomb Hood*, the respective Engineers of the Two Companies; and the *Brighton* Company shall at Law be the Owners of the Portion of that Railway and of the Works and Conveniences connected therewith which lies Eastward of that Line; but the Two Portions respectively shall continue and be subject to the Joint Committee provided

provided for by this Act, and the Powers from Time to Time vested in them, and the Purposes for which they are appointed, and which in this Act are called joint Purposes.

Plan to be deposited with the Clerk of the Peace.

9. The signed Plan shall be deposited with the Clerk of the Peace for the County of *Surrey*, and shall be retained by him, and all the Provisions of the Public General Act of the First Year of the Reign of Her present Majesty, Chapter Eighty-three, shall extend and apply thereto.

Tooting Company dissolved.

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

Tooting Act to relate to the Two Companies.

11. Subject to the Provisions of this Act, the several Powers and Provisions of the *Tooting* Act relating to the *Tooting* Company, and which may be necessary for the joint Purposes, shall from and after the passing of this Act relate to the Two Companies as if those Powers and Provisions respectively had originally related to the Two Companies instead of to the *Tooting* Company, and the *Tooting* Act shall be read and have Effect accordingly.

Exercise of Powers of Tooting Company by the Two Companies severally or jointly.

12. Provided that, subject to the Provisions of this Act, the Powers of the *Tooting* Company not required for the joint Purposes shall be exerciseable as regards the Portion of the Railway, Works, and Conveniences of which the *South-western* Company are Owners by the *South-western* Company alone, and as regards the Portion thereof of which the *Brighton* Company are Owners by the *Brighton* Company alone.

Joint Powers of the Two Companies to be exercised by Joint Committee.

13. Except only as is by this Act otherwise expressly provided, all the Powers which under this Act are to be exercised by the Two Companies jointly shall be exercised by them by the Joint Committee under this Act.

Expenditure of Tooting Company.

14. The Two Companies in equal Moieties may and shall repay to any Shareholders, Subscribers, or other Persons who have paid or advanced Money to, for, or on account of the *Tooting* Company, and for Purposes by the *Tooting* Act authorized, the Money so paid or advanced, or the Two Companies or either of them may, by

Tooting, Merton, and Wimbledon Railway (South-western and Brighton) Act, 1865.

Agreement between the Two Companies or either of them and those Shareholders, Subscribers, or any of them, and in accordance with the Terms and Conditions so from Time to Time agreed on, allow the Amounts so paid by them respectively as Payments made in respect of new Shares or new Stock created and issued by the Two Companies respectively or either of them under this Act.

Provisions of other Acts relating to Tooting Company to apply to the Two Companies, &c.

15. From and after the passing of this Act all the Provisions of any and every Act of Parliament (other than the *Tooting* Act) relating to the *Tooting* Company, or their Directors, Officers, or Servants, and on the passing of this Act in force, shall apply to the Two Companies and the Joint Committee under this Act respectively, and, in accordance with the Provisions of this Act, may be exercised, enforced, and enjoyed by and against the Two Companies, or each or either of them, and the Joint Committee respectively, and their respective Officers and Servants respectively, in as full and beneficial a Manner to all Intents and Purposes as, in case this Act were not passed, the same respectively might be exercised, enforced, and enjoyed by and against the *Tooting* Company, and their Directors, Officers, and Servants respectively.

General Saving of Rights under Tooting Act.

16. Notwithstanding the Dissolution of the *Tooting* Company, and the vesting of their Undertaking, Railway, Property, and Powers in the Two Companies, and except only as is by this Act otherwise provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by the *Tooting* Act, and every Right by that Act saved, shall be as valid as if the Dissolution and vesting had not happened, and the Dissolution and vesting and the Operation of this Act respectively shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed, and all Rights so saved respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if the Dissolution and vesting had not happened, would be incident to or consequent on everything so done, suffered, and confirmed, and all Rights so saved respectively, and with respect to everything so done, suffered, and confirmed, and all those Rights, Liabilities, Claims, and Demands, the Two Companies shall to all Intents represent the *Tooting* Company: Provided, that the Generality of this Provision shall not be restricted by any of the other Sections and Provisions of this Act.

Deposited Plans &c. to remain with Clerks of Peace, &c.

17. Notwithstanding the Dissolution and the vesting, all Plans, Sections, and Books of Reference, and all Corrections and Certificates of Correction thereof respectively, deposited for the Purposes of the *Tooting* Act with any Clerk of the Peace or Parish Clerk, shall remain in his Custody, and he respectively shall permit the same to be

be inspected, and Copies thereof and Extracts therefrom to be taken respectively as if this Act were not passed.

Money paid into Bank, &c. to be applied under Tooting Act.

18. Notwithstanding the Dissolution and the vesting, in every Case in which under the *Tooting* Act any Money was before the passing of this Act paid into the Bank of *England* or to any Trustee or Trustees as Purchase or Compensation Money, or on any Account, the Money or the Stocks, Funds, or Securities in or upon which the Money is from Time to Time by the Order of the Court of Chancery or otherwise invested, and the Interest, Dividends, and annual Produce thereof, shall after the Commencement of this Act be applied and disposed of pursuant to the *Tooting* Act, but so that the Obligations of the *Tooting* Company in respect to the Monies, Stocks, Funds, and Securities shall be performed and observed by the Two Companies.

Conveyances, &c. reserved.

19. Notwithstanding the Dissolution and the vesting, all Purchases, Sales, Conveyances, Deeds, Securities, Contracts, and Agreements before the passing of this Act made under the *Tooting* Act relating to the *Tooting* Company, or with respect to the Purposes of the *Tooting* Act, shall be as effectual to all Intents and Purposes for, against, and with respect to the Two Companies as if the same had been made or executed by, to, or with respect to the Two Companies instead of any other Company or Person, and may be proceeded on and enforced by and against the Two Companies in like Manner to all Intents and Purposes as if the Two Companies had been party or privy thereto or referred to therein instead of the *Tooting* Company, or other the Persons actually party or privy thereto or referred to therein.

Actions not to abate.

20. Notwithstanding the Dissolution and the vesting, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *Tooting* Company before the passing of this Act shall not abate or be discontinued or prejudicially affected by this Act, but shall continue and take effect, both in favour of and against the Two Companies, in like Manner to all Intents and Purposes as, if the Dissolution and the vesting had not happened, the same respectively might continue and take effect in favour of or against the *Tooting* Company, save only that when necessary the Two Companies shall be substituted therein for the *Tooting* Company or other the Person Party thereto.

Debts to be paid.

21. Notwithstanding the Dissolution and the vesting, all Persons who immediately before the passing of this Act owed any Money to the *Tooting* Company or to any Persons on their Behalf shall pay the same

same, with all Interest (if any) due and payable or accruing for the same, to the Two Companies; and all Monies which immediately before the passing of this Act were owing by or recoverable from the *Tooting* Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest, if any, due and payable or accruing for the same, by or be recoverable from the Two Companies.

Books, &c. continued Evidence.

22. Notwithstanding the Dissolution and the vesting, all Documents, Books, and Writings which, if the Dissolution and the vesting had not happened, would under the *Tooting* Act be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Regulations, &c. continued.

23. Notwithstanding the Dissolution and the vesting, all Orders and Regulations made under the *Tooting* Act, or with respect to any of the Purposes thereof, which immediately before the passing of this Act were binding on the Directors or Officers of the *Tooting* Company, shall, until repealed or altered under this Act, continue in full Force and be in like Manner binding on the respective Directors of the Two Companies and the Joint Committee under this Act, and their respective Officers and Servants.

Officers continued.

24. Notwithstanding the Dissolution and the vesting, every Officer and Servant of the *Tooting* Company appointed and acting under the *Tooting* Act, and immediately before the passing of this Act in their Service or Employment, shall hold and enjoy his Office and Employment with the Salary thereunto annexed, and be deemed an Officer and Servant of the Joint Committee under this Act, until he be removed from the Office or Employment, and he shall have the like Authority, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act by the Joint Committee.

Running Powers for the Two Companies over Tooting Railway and Wimbledon and Croydon Railway.

25. Subject to the Provisions of this Act, each of the Two Companies respectively from Time to Time may run over, work, and use, with their Engines, Carriages, Waggons, and Trucks, and their Officers and Servants, the following Railway and Portion of Railway; (that is to say,)

(A) The *Tooting* Railway:

(B) So much of the *Wimbledon and Croydon* Railway as lies between the respective Junctions therewith by the *Tooting* Act authorized of the Railway No. 1. and the Railway No. 2. by that Act respectively authorized:

(c) All Sidings, Stations, Booking and other Offices, Engine Sheds, Standing Room for Engines, Water, Water Supplies, Warehouses, Works, and Conveniences connected with the same Railway and Portion of Railway respectively:

And the Two Companies respectively, in running over, working, and using the same Railway and Portion of Railway, shall be bound by, fulfil, and conform to such Terms, pecuniary and otherwise, and Conditions as from Time to Time are agreed upon between the Two Companies.

Running Powers for South-western Company over Railways of Brighton Company.

26. Subject to the Provisions of this Act, the *South-western* Company from Time to Time may run over, work, and use, with their Engines, Carriages, Waggons, and Trucks, and their Officers and Servants, the following Railway, Portions of Railway, and Works, whether now constructed or only authorized, of the *Brighton* Company; (that is to say,)

(A) Those Portions of the several Railways of the *Brighton* Company which lie between the Junction by the *Tooting* Act authorized of the Railway No. 1. thereby authorized with the Railway by the *London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, &c.) Act, 1863, authorized, on the one hand, and the Junction Station, in this Act called the *Knight's Hill* Junction Station, of the *Brighton* Company at or near to the Junction between the Railway No. 7. by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," authorized, and the Railway by "The *London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, &c.) Act, 1863," authorized, on the other hand:

(B) The *Knight's Hill* Junction Station:

(C) The *Herne Hill* Junction Railway, and those Portions of the other Railways of the *Brighton* Company which lie between the *Knight's Hill* Junction Station and the Wharf of the *Brighton* Company on the Bank of the River *Thames* at *Deptford*:

(D) All Sidings, Stations, Booking and other Offices, Engine Sheds, Standing Room for Engines, Water, Water Supplies, Wharfs, Works, and Conveniences connected with the several Portions of Railways respectively comprised in Division (A) of this Section and Division (C) of this Section respectively:

Provided always, that the *South-western* Company may exercise the Powers by this Section conferred of running over, working, and using the Railway and Portions of Railway comprised in Division (C) for the Purpose of conveying Goods and Mineral Traffic only to and from the *South-western* Company's Lines and the *Brighton* Company's *Deptford* Wharf respectively, and on, to, and from any Line of Rail-

way of the *Brighton* Company (as already made or as any such Line may from Time to Time be altered) leading from the *Deptford* Branch Railway of the *Brighton* Company to the Docks called the *Commercial* or the *Surrey* Docks.

Terms and Conditions of Exercise of Running Powers.

27. The Terms and Conditions on and the Places to and from which the Two Companies respectively may exercise the several Powers of running over, working, and using those Railways and Portions of Railway respectively, with their respective Works and Convenience, are such Terms (pecuniary and otherwise) and Conditions and Places whatsoever as may be or may have been agreed upon between the Two Companies, or, if and so far as the same are not agreed upon, shall, except as regards the *Deptford* Wharf, be determined by Arbitration under "The Railway Companies Arbitration Act, 1859," by a competent and impartial Person as the single Arbitrator to be, on the Application from Time to Time of the Two Companies or either of them, nominated for the Purpose by the Board of Trade, and as regards the *Deptford* Wharf shall be the same Terms and Conditions as the Terms and Conditions on which any other Company or Person is permitted by the *Brighton* Company to use that Wharf.

Power for Two Companies to make Payments, &c. to each other in respect of Tolls, &c.

28. The Two Companies respectively from Time to Time, as they agree, may make to each other such Payments, Allowances, Deductions, Contributions, Drawbacks, and Guarantees with respect to Tolls, Fares, Rates, and Charges, whether through or local, on their respective Railways, and with respect to Traffic, whether through or local, thereon, as they think fit.

Agreements between the Two Companies.

29. The Two Companies from Time to Time may make and carry into effect all such Agreements and Arrangements with respect to all or any of the Objects of this Act, and for all or any of the Purposes in that Behalf by this Act authorized, and all Matters incidental or accessory thereto, as they think fit, and the Agreements and Arrangements respectively may be for such Considerations and on such Terms (pecuniary and otherwise) and Conditions whatsoever as the Two Companies think fit.

Purposes of Agreement between the Two Companies.

30. The Purposes for which Agreements and Arrangements between the Two Companies may be made and carried into effect comprise, in addition to all other Purposes with respect to which under this Act they may agree, the following Purposes; (that is to say,)

(A) The maintaining, managing, working, and using by both or either of the Two Companies of any Parts of their respective Railways and Works:

(B.) The

(B) The Regulation, Management, and Transmission by the Two Companies or either of them of all or any of the Traffic on all or any of their respective Railways:

(C) The Employment by the Two Companies or either of them of Officers:

(D) The Supply and Maintenance by the Two Companies or either of them of any Engines, Stock, and Plant:

(E) The fixing, Collection, and Payment by the Two Companies or either of them of all or any of the Tolls, Fares, Rates, and Charges, whether through or local, and other Income and Profits arising therefrom:

(F) The Division, Appropriation, and Distribution by, between, and to the Two Companies respectively of all or any of those Tolls, Fares, Rates, Charges, and other Income and Profits.

Joint Committee for Management of Joint Property and making and maintaining Wimbledon Junction Line.

31. For the joint Purposes relating to the joint Property, including the making and maintaining of the *Wimbledon* Junction Line, and for the Protection, Management, Control, Maintenance, and User of the joint Property by the Two Companies at their joint and equal Expense, and on the Basis of perfect Equality of Rights, and as the Two Companies agree, the Two Companies, after the passing of this Act, may appoint a Joint Committee as by this Act provided, and the Joint Committee shall have and be entitled to and may exercise, for and with respect to the joint Purposes and the making and maintaining of the *Wimbledon* Junction Line, all the Powers and Authorities of the Two Companies respectively under this Act with respect to the same respectively, and the Joint Committee shall be subject only to such Control by the Two Companies or either of them as is by this Act provided.

First Members of Joint Committee.

32. Unless the Two Companies otherwise agree, then within One Month after the passing of this Act they shall appoint as Members of the Joint Committee Three Directors of the *South-western* Company nominated by the Board of Directors of that Company from among themselves, and Three Directors of the *Brighton* Company nominated by the Board of Directors of that Company from among themselves, and thereupon and thenceforth the several Provisions of this Act with respect to the Joint Committee shall have Effect.

Power of Joint Committee for Management, &c.

33. The Joint Committee and the Members thereof shall have the like Powers and be entitled to the like Privileges and Indemnities for and with respect to the executing of the joint Purposes, and the making and maintaining of the *Wimbledon* Junction Line and the other Things to be done by them, as might be exercised and claimed in that Behalf by the Directors of the Two Companies respectively if

if they were themselves respectively executing the joint Purposes and making and maintaining the *Wimbledon* Junction Line, and the respective Common Seals of the Two Companies may and shall be used for the joint Purposes when and as the Joint Committee require the same; provided that in the Exercise of the Powers in this Section mentioned the Joint Committee shall be subject only to such Control by the Two Companies or either of them as is by this Act provided.

Removal and Appointment of Members of Joint Committee.

34. The respective Board of Directors of each of the Two Companies from Time to Time may remove any Member of the Joint Committee appointed by the respective Board, and from Time to Time may appoint any Member of the respective Board to supply the Place in the Joint Committee of any Member appointed by the respective Board who dies, resigns, or is removed, or otherwise ceases to be a Member of the Joint Committee; provided that if and whenever by reason of the Default of the Boards or either of them in making the Appointment there are not Six Members of the Joint Committee in Office, the Members thereof from Time to Time in Office, though fewer than Six, shall, notwithstanding the Default, be entitled to exercise the Powers of the Joint Committee.

Regulation of Joint Committee.

35. The Joint Committee shall be subject to all such Regulations as from Time to Time are agreed on by the respective Boards of Directors of the Two Companies, and, except so far as is otherwise provided by any such Regulations, at all Meetings of the Joint Committee the Majority present shall bind the Minority and all absent Members, and the Chairman shall be selected alternately from among the Members appointed by each Board, and in case of an Equality of Votes shall have a Second or Casting Vote.

Quorum of Joint Committee.

36. Three Members of the Joint Committee shall form a Quorum, provided that the Three Members shall not be those appointed by One of the Boards, except in Cases where through Default of the other Board there is not then in Office any Member of the Joint Committee appointed by the defaulting Board, and except also in Cases where all the Members, or the Member, if only One, from Time to Time appointed by One of the Boards makes Default in Attendance at Two successive Meetings of the Joint Committee, there having been left with the Secretary of the respective Board Six Days Notice in Writing from the other Board requiring the Attendance at One at least of the Meetings of the defaulting Members or Member, in which Cases respectively the Three Members appointed by One of the Boards shall form a Quorum.

37. The

Officers of Joint Committee.

37. The Joint Committee from Time to Time may appoint and remove a Secretary and the Booking Clerks, Porters, Policemen, and other Officers and Servants from Time to Time employed for and with respect to the joint Purposes, and with respect to the making, maintaining, and repairing of the *Wimbledon* Junction Line, except such Officers and Servants as are from Time to Time employed by the Two Companies respectively in the actual Conveyance of Passengers, Animals, and Things, or the User of Carriages, Locomotive Engines, or other Power, on the joint Property or any Part thereof; provided that the Two Companies respectively may at their own respective Expense appoint their own Booking Clerks, who shall not be removable by the Joint Committee.

User of Joint Property by Two Companies.

38. Subject as regards the joint Purposes to the Control and Management of the Joint Committee, and also subject to the Provisions of the several Acts from Time to Time relating to the joint Property or to the Two Companies or either of them, each of the Two Companies may at all Times use the joint Property for the Conveyance of Passengers, Animals, and Things upon the same and for all such other Purposes as are requisite for the Traffic or Business of the respective Company thereon.

Proceedings by and against Two Companies with respect to joint Property, &c.

39. All Actions, Suits, Indictments, and other Proceedings at Law or in Equity, or otherwise howsoever, which might be brought or prosecuted by or against the Two Companies or either of them in respect of the joint Property, or the making, maintaining, and repairing of the *Wimbledon* Junction Line, may be brought and prosecuted by or against the Two Companies jointly, and the joint and several Funds of the Two Companies respectively shall be liable for the Payment and Satisfaction of all Liabilities incurred by the Joint Committee; and any Summons, Demand, Writ, Notice, or other Proceeding at Law or in Equity or otherwise relating in any Manner to the joint Property, or to the making, maintaining, or repairing of the *Wimbledon* Junction Line, or to any Act or Default of the Joint Committee, shall, if served on the Secretary or any Member of the Joint Committee, be as valid and effectual as if the same were served on the Two Companies.

As to Monies to be paid to and by the Two Companies.

40. All Monies, Costs, Charges, and Expenses to be from Time to Time under this Act and for the Purposes thereof with respect to the Two Companies paid to or by the Two Companies shall be paid to or by them by Payment thereof to or by the Joint Committee.

Expenses of joint Property, &c. to

41. One equal Half of the Costs and Expenses of and incident to the acquiring, completing, maintaining, managing, and regulating of the

be borne by Two Companies equally and paid to Joint Committee.

the joint Property, and the making, maintaining, and repairing of the *Wimbledon* Junction Line, or in anywise relating to the same respectively, shall be borne and paid by each of the Two Companies, and the Amount to be so borne and paid shall be paid to the Joint Committee by the Two Companies respectively by equal Instalments, and at the same Periods of Time, and in such Sums, and at such Periods, as the Joint Committee from Time to Time appoint.

Payment of Expenses by Two Companies.

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

Tolls, &c. on Joint Property, if not agreed on, to be fixed by Joint Committee.

43. The Tolls, Fares, Rates, and other Charges to be demanded and received from and by the Two Companies respectively for and in respect of Passengers, Animals, and Things conveyed by the Two Companies respectively upon the joint Property or any Part thereof, and for the User of Carriages, Waggons, and Trucks, and Locomotive Engines or other Power, supplied by the Two Companies respectively thereon, shall be such as are from Time to Time agreed on by the Two Companies, or, failing their Agreement thereon, shall be determined by the Joint Committee.

The Two Companies may take Tolls so agreed on or determined.

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

Joint Committee may take Tolls from other Companies.

45. The Joint Committee may demand and receive from all other Railway Companies who from Time to Time use the joint Property or any Part thereof such Tolls and Charges for the User thereof as the Joint Committee from Time to Time determine.

Limit of the Tolls.

46. Provided that the Amount of any such Tolls, Fares, Rates, and Charges shall not exceed the respective Amount of Tolls, Fares, Rates, and Charges by the *Tooting* Act authorized to be taken in respect of the joint Property.

Application of Profits of the Two

47. The Profits to be ascertained as by this Act provided, which are from Time to Time received by each of the Two Companies from

or

or in respect of the joint Property and by the *South-western* Company in respect of the *Wimbledon* Junction Line, shall, subject to such Deductions, if any, as the Two Companies from Time to Time agree on, be paid by the respective Company receiving the same to the Joint Committee at such Times and in such Manner as the Joint Committee from Time to Time appoint; and the Profits so paid, after Payment of the Expenses of Management, and all other Monies, Costs, and Expenses payable by the Joint Committee in respect of the joint Property, and subject to the Adjustment by them of any Lien which they or either of the Two Companies have thereon, shall be paid by the Joint Committee to the Two Companies respectively, and, except so far as the Two Companies from Time to Time otherwise agree, in equal Shares, at such Times and in such Manner as the Joint Committee from Time to Time appoint.

Companies from the Joint Property.

48. All the Expenses of and attending the maintaining, managing, and regulating of the joint Property (including all Engineering Expenses, Salaries, Wages, Taxes, Rates, and other Expenses whatsoever from Time to Time incurred for or in respect of the joint Property), and the making, maintaining, and repairing of the *Wimbledon* Junction Line, or in anywise relating to the same respectively, and also all Liabilities from Time to Time incurred in respect of the joint Property by reason of Accidents, Losses, or otherwise howsoever, and occasioned by the Joint Committee or the Officers or Servants employed by them for the joint Purposes of the Two Companies, and occasioned by any Act or Default with respect to the making, maintaining, or repairing of the *Wimbledon* Junction Line, but not including any Expenses incurred in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the User of Carriages, Waggons, or Trucks, or Locomotive Engines or other Power, on the joint Property or any Part thereof by the Two Companies or either of them, shall be paid by the Joint Committee out of the general Funds from Time to Time in their Hands in respect of the joint Property.

Payment by Joint Committee of Expenses of maintaining, &c. joint Property, &c.

49. All Expenses from Time to Time incurred by either of the Two Companies in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the User of Carriages, Locomotive Engines, or other Power, on the joint Property or any Part thereof, and all Liabilities from Time to Time incurred in respect of the joint Property by reason of Accidents, Losses, or otherwise howsoever, and occasioned by either of the Two Companies or any of the Officers or Servants in the exclusive Employment of that Company, shall be borne and paid by that Company out of their own Funds.

Payment by Two Companies of their proper Expenses on joint Property.

50. All

Payment by South-western Company of their proper Expenses on Wimbledon Junction Line.

50. All Expenses from Time to Time incurred by the *South-western* Company in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the User of Carriages, Locomotive Engines, or other Power, on the *Wimbledon* Junction Line, and all Liabilities from Time to Time incurred in respect of the *Wimbledon* Junction Line by reason of Accidents, Losses, or otherwise howsoever, and occasioned by the *South-western* Company or any of the Officers or Servants in the exclusive Employment of the *South-western* Company, shall be borne and paid by the *South-western* Company out of their own Funds.

Accounts to be kept by Two Companies with respect to joint Property.

51. As regards the joint Property the respective Board of Directors of each of the Two Companies, and as regards the *Wimbledon* Junction Line the Board of Directors of the *South-western* Company, shall keep proper separate Books wherein shall be entered all such Statements, Items, Matters, and Things as are from Time to Time proper and sufficient for showing the Amount of the Receipts and Credits of the respective Company in respect of the joint Property, and the respective Directors and Officers and Agents of each of the Two Companies may at all seasonable Times inspect and transcribe the Books so kept by the respective Board of Directors of the other Company.

Returns by Two Companies to Joint Committee.

52. As regards the joint Property the respective Board of Directors of each of the Two Companies, and as regards the *Wimbledon* Junction Line the Board of Directors of the *South-western* Company, shall make to the Joint Committee such Returns of the Receipts and Credits of the respective Company in respect of the joint Property, and at such Times and in such Manner, as the Joint Committee from Time to Time appoint.

For ascertaining Profits of Two Companies from joint Property.

53. For ascertaining the Amount of Profits from Time to Time received by the Two Companies respectively for or in respect of the joint Property, and by the *South-western* Company for and in respect of the *Wimbledon* Junction Line, each of the Two Companies may deduct from the gross Amount of the Tolls, Fares, Rates, and Charges received by the respective Company in respect of the joint Property, and by the *South-western* Company in respect of the *Wimbledon* Junction Line, such a Proportion thereof as the Two Companies from Time to Time agree on, or as, failing their Agreement thereon, the Joint Committee from Time to Time appoint, as the Expenses of working on the joint Property and on the *Wimbledon* Junction Line, and, except so far as the Two Companies from Time to Time otherwise agree, the Residue of the gross Amount, after making that Deduction, shall be considered as the Amount of Profits received by the respective Company, and shall be accounted for and paid to the Joint Committee accordingly.

54. The

Accounts to be kept by Joint Committee.

54. The Joint Committee shall keep proper and sufficient Accounts and Vouchers and Books of Account of all their Receipts, Credits, Payments, and Liabilities, and Minute Books of all their Proceedings, and the respective Directors, Officers, and Agents of each of the Two Companies shall at all seasonable Times be at liberty to inspect and transcribe the Accounts, Vouchers, and Books so kept, and all other Documents, Papers, and Writings in the Custody of the Joint Committee relating in any Manner to the joint Property or the *Wimbledon* Junction Line, or the Proceedings of the Joint Committee.

Agreements between the Two Companies as to Profits, Expenses, &c.

55. Provided that the Two Companies from Time to Time may enter into and carry into effect any Agreement or Arrangement between themselves with reference to the Mode of ascertaining the Profits of the joint Property and the *Wimbledon* Junction Line, and the Division of the Profits, and the Costs and Expenses of maintaining, managing, and regulating the joint Property and the *Wimbledon* Junction Line, and the Expenses of working the same, and the Liabilities to be incurred in respect thereof.

Agreements to bind Joint Committee.

56. All Agreements between the Two Companies with respect to any of the Objects or Provisions of this Act shall be binding on the Joint Committee.

General Lien for Payments to be made by Two Companies.

57. Whenever any Monies are, in respect of the joint Property or the making, maintaining, or repairing of the *Wimbledon* Junction Line, payable in pursuance of this Act by either of the Two Companies to the other of them or to the Joint Committee, the respective Creditor, or, as the Case shall be, the Joint Committee, shall have a general Lien for the full Amount of the Monies so payable, and Interest at the Rate of Five Pounds *per Centum per Annum* thereon from the Time at which the Monies ought to be paid, on all the Shares and Interest of the Debtor Company of and in the joint Property and the Profits accruing therefrom until the same Monies and Interest are fully paid or satisfied.

Lien to be enforced by Joint Committee.

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

South-western Company's

59. The Capital of the *South-western* Company is by this Act increased by Fifty-two thousand five hundred Pounds, that is to say, by

Capital increased by Half the Amount of Tooting Company's Capital.

by Forty-seven thousand five hundred Pounds, Part thereof, being One Half of the Amount of the Capital of the *Tooting* Company, and by Five thousand Pounds, Residue thereof, being One Half of the estimated Cost of the *Wimbledon* Junction Line by this Act authorized, and the *South-western* Company from Time to Time may raise by new Shares or new Stock, whether ordinary or preferential, all or any Part of the Amount by which their Capital is so increased.

Brighton Company's Capital increased by Half the Amount of Tooting Company's Capital.

60. The Capital of the *Brighton* Company is by this Act increased by Fifty-two thousand five hundred Pounds, that is to say, by Forty-seven thousand five hundred Pounds, Part thereof, being One Half of the Amount of the Capital of the *Tooting* Company, and by Five thousand Pounds, Residue thereof, being One Half of the estimated Cost of the *Wimbledon* Junction Line by this Act authorized, and the *Brighton* Company from Time to Time may raise by new Shares or new Stock, whether ordinary or preferential, all or any Part of the Amount by which their Capital is so increased.

Power for the Two Companies to raise further Capital for Purposes of Act.

61. For the Purposes of this Act each of the Two Companies from Time to Time may raise by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential, and in addition to all other Capital which from Time to Time they respectively are authorized to raise, any Capital not exceeding Fifty-two thousand five hundred Pounds.

Provisions of 25 & 26 Vict. c. xlii. as to Shares and Stock apply to Shares and Stock of the South-western Company under this Act.

62. 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 Portions of Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the *South-western* Company and the Shares and Stock which by this Act they are authorized to create and issue.

As to Surrender of Shares of the South-western Company.

63. The *South-western* Company may from Time to Time accept, on such Terms as they think fit, Surrenders of any Shares which have not been fully paid up.

Provisions of 26 & 27 Vict. c. ccxviii. as to Shares and Stock, &c. to apply to Shares and Stock of the Brighton

64. The Provisions of Sections 60 to 71 (both inclusive) of the *London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, &c.) Act, 1863, with respect to Shares and Stock and the Dividends thereon, and the Cancellation of Shares and Stock, and the Issue of new Shares or Stock, and with respect to voting for Shares or Portions of Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the *Brighton* Company and

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

65. Each of the Two Companies respectively from Time to Time may create and issue Debenture Stock in respect of any Money which the respective Company is by this Act authorized to borrow on Mortgage. Debenture Stock.

66. The Amount which the *South-western* Company are authorized to borrow on Mortgage is by this Act increased by Seventeen thousand five hundred Pounds. Increase of South-western Company's borrowing Power.

67. The Amount which the *Brighton* Company are authorized to borrow on Mortgage is by this Act increased by Seventeen thousand five hundred Pounds. Increase of Brighton Company's borrowing Power.

68. For the Purposes of this Act each of the Two Companies respectively from Time to Time may borrow on Mortgage, and in addition to all other Sums which from Time to Time they respectively are authorized to borrow, any Sums not exceeding Seventeen thousand five hundred Pounds: Provided that no Part of the respective Sums shall be borrowed by the respective Company until the whole of the additional Capital of Fifty-two thousand five hundred Pounds by this Act authorized to be raised by the respective Company is subscribed for or taken, and the Justice who certifies under Section Forty of the Companies Clauses Consolidation Act, 1845, is satisfied that the whole thereof is subscribed for or taken *bonâ fide*, and not less than One Fifth of the Amount of every new Share or Portion of new Stock was paid in respect thereof at the Time of the Issue or Acceptance thereof, and the new Shares or Portions of new Stock are registered in the Names of *bonâ fide* Holders thereof, and the Holders of the new Shares are legally liable to pay the Amounts from Time to Time unpaid in respect thereof, nor until One Half of the Amount of the respective Capital is paid up, of which Satisfaction the Certificate of such Justice under that Section shall be sufficient Evidence. Power to to the Two Companies to borrow.

69. The several Mortgages from Time to Time before the passing of this Act granted by each of the Two Companies respectively, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over all Mortgages from Time to Time granted by the respective Company under this Act. Priority of existing Mortgages.

70. The Mortgagees under this Act of the respective Company may enforce the Payment of the Arrears of Principal and Interest due Receiver for Mortgagees.

due on their respective Mortgages by the Appointment of a Receiver; and the Amount to authorize a Requisition for a Receiver is Two thousand Pounds.

Provisions of 21 & 22 Vict. c. lxxxix., 25 & 26 Vict. c. xlii., and 26 & 27 Vict. c. xc., as to Debenture Stock, to apply to Mortgages of South-western Company under this Act.

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

Provisions of 26 & 27 Vict. c. ccxviii. as to Debentures and Debenture Stock to apply to Debentures, &c. of Brighton Company under this Act.

72. The Provisions of Sections 73 and of Sections 76 and 77 of the *London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, &c.) Act, 1863, with respect to Debentures and Debenture Stock, extend to this Act with respect to the Debentures and Debenture Stock which the *Brighton* Company are by this Act respectively authorized to create and issue.

Application of Monies raised under Act.

73. All the Monies from Time to Time raised by the Two Companies respectively under this Act by new Shares or new Stock and by borrowing respectively shall be applicable for Purposes of this Act.

Application of Monies of Two Companies raised under other Acts.

74. Each of the Two Companies respectively from Time to Time may apply for Purposes of this Act any Monies raised by them respectively under any other Act, and not required for the special Purpose, if any, for which by the respective Act it is made applicable.

Power to take Lands for Railway and Works authorized by Act.

75. For the Purposes of the Railway and Works by this Act authorized to be made, the Two Companies from Time to Time may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as the Two Companies from Time to Time think expedient.

Period for compulsory Purchase of Lands.

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

Power to make Works.

77. Subject to the Provisions of this Act, the Two Companies from Time to Time may make, in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, the Railway and Works by this Act authorized, and so far as the same are shown

shown on the deposited Plans and Sections may make the same in the Lines and in accordance with the Levels shown thereon respectively.

Works authorized by Act.

78. The Railway and Works by this Act authorized comprise the following Railway, with all proper and sufficient Sidings, Stations, Buildings, Approaches, and other incidental Works and Conveniences connected therewith; that is to say,

A Railway to be, with the Works connected therewith, called "The *Wimbledon* Junction Line," situate wholly in the Parish of *Wimbledon* in the County of *Surrey*, commencing by a Junction with the Main Line of the *London and South-western* Railway, and terminating by a Junction with the Railway No. 2. authorized by the *Tooting* Act.

Lateral and vertical Deviation.

79. In the Execution of the Works by this Act authorized the Two Companies may deviate laterally from the Lines thereof shown on the deposited Plans to any Extent within the Limits of Deviation shown on those Plans, and vertically from the Levels thereof shown on the deposited Sections to any Extent not exceeding Five Feet.

Period for Completion of Railway.

80. The Railway by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act conferred on the Two Companies with respect to the making of the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Security for Completion of Railway.

81. At the Expiration of the Period by this Act limited for the Completion of the *Wimbledon* Junction Line, if it be not then completed, each of the *South-western* Company and the *Brighton* Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the *Wimbledon* Junction Line is completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears by a Certificate to be obtained from the Board of Trade that the Two Companies were prevented from completing or opening the *Wimbledon* Junction Line 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.

Wimbledon Junction to be main-

82. From and after the Completion of the *Wimbledon* Junction Line it shall be maintained and repaired by the Two Companies, but

tained by the Two Companies, but managed by South-western Company.

but the *South-western* Company shall have the exclusive Management, Regulation, and User of the same and the Traffic thereon as if the *Wimbledon* Junction Line were Part of the Main Line of their Railway.

Tolls on Wimbledon Junction Line.

83. The *South-western* Company from Time to Time may demand and take in respect of the User of the *Wimbledon* Junction Line, and for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines and other Power, and for all Services performed by the *South-western* Company thereon, and for all other Matters with respect to the User thereof and Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the *South-western* Company, or any of them, they are authorized to demand and take for like User, Traffic, Services, and Matters on and with respect to their Main Line of Railway, and with and subject to like Powers and Provisions in all respects as if the *Wimbledon* Junction Line were Part of that Main Line.

Tolls on several Railways worked by Two Companies.

84. With respect to each of the Two Companies, if and whenever the respective Company work over all or any Part of any Railway or Portion of Railway which by this Act the respective Company are authorized to work over other than the *Tooting* Railway, the respective Company may demand and take in respect of the same for all Passengers, Animals, and Things conveyed by them thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the respective Railway or Portion of Railway are authorized to be demanded and taken for like Traffic, Services, and Matters thereon respectively.

Tolls subject to Limit as to maximum Charges.

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

86. Where

Short-Distance Charges.

86. Where under this Act any Passengers, Animals, or Things are conveyed by either of the Two Companies respectively partly on one of the Railways to which this Act relates and partly on any other Railway or Railways respectively worked over by the respective Company for a less Distance in the whole than Three Miles, the respective Company may demand and take Tolls, Fares, Rates, and Charges as for Three Miles; and with respect to Passengers for every Fraction of a Mile beyond Three Miles as for One Mile, and with respect to Animals and Things for every Quarter of a Mile One Fourth of the Tolls, Rates, and Charges payable for One Mile, and for every Fraction of a Mile beyond Three Miles as for the Number of Quarters of a Mile in the Fraction, and for that Purpose a Fraction of a Quarter of a Mile shall be deemed a Quarter of a Mile; and no Short-distance Charge other than the respective Charge so authorized shall be made for the Conveyance of Passengers, Animals, or Things conveyed partly on any one of the Railways to which this Act relates and partly on any other Railway or Railways worked over by the respective Company.

Saving Rights of the Two Companies.

87. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, Privileges, or Authorities of the *South-western* Company or of the *Brighton* Company.

Interest not to be paid on Calls.

88. Neither of the Two Companies shall, out of any Money by this Act authorized to be raised by the respective Company by Shares or Stock or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of Shares held by him; provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposit on future Bills not to be paid out of Capital.

89. Neither of the Two Companies shall, out of any Monies by this Act or any other Act relating to the respective Company authorized to be raised by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the respective Company to make any Railway, or execute any other Work or Undertaking.

Railways not exempt from Provisions of

90. This Act or anything therein shall not exempt any Railway to which this Act relates from the Provisions of any General Act now or herein-after in force relating to Railways, or to the better or more impartial

present and future General Acts.

impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act and the recited Act respectively authorized, or the Rates for small Parcels thereby authorized.

Expenses of Act.

91. All the Costs, Charges, and Expenses of and incident to the preparing and applying for, obtaining and passing, of this Act, shall be borne and paid by the Two Companies in equal Shares.

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