

[43 & 44 VICT.]

*South-western Railway
(Various Powers) Act, 1880.*

[Ch. clxxxiii.]



CHAPTER clxxxiii.

An Act for enabling the London and South-western Railway Company to execute further works and to acquire further lands for the improvement of their railways, for confirming certain agreements, and for conferring other powers upon the Company and other companies; and for other purposes. A.D. 1880.
[26th August 1880.]

WHEREAS Itchen Bridge Road, Southampton, and the main line of railway of the London and South-western Railway Company (in this Act called "the Company"), and Marsh Lane, Southampton, and the same main line of railway respectively cross each other on the level, and the Company have by various Acts been authorised to lay down and they have laid down additional rails across and on the level of those roads respectively:

And whereas it would be for the benefit of the public and the Company that such level crossings should be abolished, and that the traffic on the respective roads requiring to pass across the Company's lines of railways should be provided for by the construction of a new road (to be carried over the Company's lines of railway, works, and lands by means of a bridge) in substitution for parts of Itchen Bridge Road and Marsh Lane; and it is expedient that for those and other purposes the Company should be authorised to construct in the parish of Saint Mary, in the town and county of the town of Southampton, the works by this Act authorised, including the laying of additional rails across and on the level of Bevois Street (all which works are in this Act called the works at Southampton), and that the parts of Itchen Bridge Road and Marsh Lane herein-after in that behalf specified should be stopped up and discontinued as public highways:

And whereas the Company and the mayor, aldermen, and burgesses of the borough of Southampton (in this Act called "the corporation") have entered into the agreement, a copy whereof is

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set forth in the First Schedule to this Act, in reference to the construction and maintenance of the works at Southampton and various matters incidental thereto :

And whereas it would be of mutual advantage to the Company and to the corporation, and for the benefit of the public, that the provisions of that agreement should be carried into effect :

And whereas it is expedient that the Company be empowered—

(A.) To widen their North Devon Railway between Copplestone Station and the junction at Coleford of the Company's North Devon and Okehampton Railways ;

(B.) To lay down an additional line or additional lines of rails across Brook Lane, in the parish of Ealing ;

(C.) To divert and carry by a bridge over their railways the footpath now crossing their main line, and the Wimbledon, Norbiton, and Kingston Branch Line, and the Tooting, Merton, and Wimbledon Railway, on the level near Wimbledon Station ;

(D.) To stop up a footpath now crossing the Company's Yeovil and Exeter Railway, and their Exmouth Branch Railway, on the level near the junction of those railways, and to make a new footpath in lieu thereof ;

(E.) To stop up part of a certain road and certain footpaths now crossing the Company's railways on the level in the parishes of Staines, South Stoneham, and Templecombe :

22 & 23 Vict.
c. xlv.

And whereas by the South-western Railway Act, 1859, the Company were authorised to make (amongst other things) the Barnes Curve, being a railway in the parish of Barnes, in the county of Surrey, and the Company accordingly constructed the Barnes Curve :

And whereas the purposes which the Barnes Curve was intended to serve are now otherwise more effectually provided for, and the Barnes Curve has long been disused, and it is expedient that the Company be authorised to abandon it, and to sell and dispose of the site thereof and certain adjoining lands :

And whereas it is expedient that the Company be authorised to purchase and acquire the additional lands in this Act in that behalf specified :

26 & 27 Vict.
c. cxviii.

And whereas by the Seaton and Beer Railway Act, 1863, the Seaton and Beer Railway Company (in this Act called "the Seaton Company") were incorporated, with a capital of £36,000 in shares, and power to borrow £12,000, and were authorised to make and maintain a railway (in this Act called "the Seaton and Beer Railway") from the Company's Exeter Extension to Seaton, in the county of Devon, and a road bridge over the River Axe :

And whereas by the Seaton and Beer Railway (Additional Capital) Certificate, 1866, the Seaton Company were authorised to raise further capital, not exceeding £12,000, by the issue of new ordinary or preference shares or stock, and to raise by borrowing further sums not exceeding £4,000 :

And whereas the Seaton and Beer Railway was completed and opened for traffic in the year 1866, and under an agreement authorised by the Seaton Company's Act of 1863 the Company are now working the Seaton and Beer Railway :

And whereas the Axe Road Bridge was not constructed, but the Seaton Company raised and expended on their railway undertaking all the money which they were authorised to raise by shares and by borrowing by their Act of 1863 and Certificate of 1866 :

And whereas by the Seaton and Beer Railway (Axmouth Bridge) Certificate, 1874, (in this Act called the Axmouth Bridge Certificate,) the Seaton Company were authorised to make and maintain a road bridge (in this Act called the Axmouth Bridge), and to raise for that purpose not exceeding £3,000 by new ordinary or preference shares, and to borrow not exceeding £1,000; and the Axmouth Bridge, and the lands and property from time to time vested in the Seaton Company for the purpose of the same, were constituted a separate undertaking of the last-mentioned company, to be called "the Axmouth Bridge undertaking," and the profits of that undertaking were made applicable solely in payment of interest or dividend on Axmouth Bridge shares or stock which were not to be entitled to dividend out of any other profits :

And whereas the Axmouth Bridge was completed and open for traffic in the year 1877 :

And whereas Sir Alfred Wilson Trevelyan, of Nettlecombe, in the county of Somerset, Baronet, is now the person solely or principally interested in the Axmouth Bridge undertaking, as the holder of Axmouth Bridge stock or shares and debenture stock created under the provisions of the Axmouth Bridge Certificate :

And whereas an agreement, a copy whereof is set forth in the Second Schedule to this Act, has been entered into between the Seaton Company of the first part, the Company of the second part, and Sir Alfred Wilson Trevelyan of the third part, for a lease to the Company of the Seaton and Beer Railway, with an option to the Company to require an absolute transfer thereof to them, and for the transfer of the Axmouth Bridge undertaking to Sir Alfred Wilson Trevelyan, and it is expedient that the said agreement be confirmed and its provisions carried into effect :

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A.D. 1880. And whereas by the Alton, Alresford, and Winchester Railway
24 & 25 Vict. Act, 1861, (in this Act called "the Mid Hants Act, 1861,") the
c. cxi. Alton, Alresford, and Winchester Railway Company were incor-
porated and authorised to make and maintain railways (in this Act
called "the Mid Hants Railway"):

27 & 28 Vict. And whereas by the Mid Hants Act, 1864, the name of the
c. ccxviii. Alton, Alresford, and Winchester Railway Company was changed
into that of the Mid Hants Railway Company (in this Act called
"the Mid Hants Company"), and the Mid Hants Company were
authorised to make and maintain a branch railway from their
authorised railway, but that branch railway has not been made, and
the time for its completion has long since expired:

And whereas the Company work and maintain the Mid Hants
Railway under an agreement between them and the Mid Hants
Company made under the powers of the Mid Hants Act, 1861,
and by the Mid Hants Act, 1864, a lease was authorised of the
Mid Hants Railway to the Company upon such terms as the two
companies might agree, but that power of leasing has not been
exercised:

39 & 40 Vict. And whereas by the Company's Act of 1876 a transfer of the
c. ccxiii. undertaking of the Mid Hants Company to the Company was
authorised:

And whereas doubts are entertained whether the powers of the
Mid Hants Act, 1864, and of the Company's Act of 1876, extend
to the granting of a lease to the Company of the Mid Hants Rail-
way, with an option to the Company to require a transfer to them
of the undertaking of the Mid Hants Company, and it is expedient
that such doubts should be removed:

And whereas it is expedient that provision be made, in the event
of the undertakings of the Seaton Company and the Mid Hants
Company, or of either of those companies, being transferred to the
Company, for winding up the affairs and for the dissolution of the
companies or company so transferring:

And whereas the preferential dividends on the Company's stocks
next herein-after mentioned (herein-after referred to as "guaranteed
stocks") are payable out of the divisible profits generally of the
Company; (that is to say,)

1. The Company's 5 per cent. Gosport stock;
2. The Company's 7 per cent. stock;
3. The Company's 4 per cent. (with option) stock, 1859;
4. The Company's Portsmouth annuity stock;
5. The Company's Ilfracombe $4\frac{1}{2}$ per cent. rentcharge
stock:

And whereas the Company have from time to time, under the powers of the Acts relating to them, created and issued divers classes of preference stock (herein-after referred to as "preferential stocks") entitled to dividend or interest out of the profits only of each year:

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And whereas it would be convenient to the holders of the Company's guaranteed stocks and preferential stocks respectively and to the Company if those stocks were respectively consolidated and converted in the manner and subject to the conditions and restrictions herein-after provided, and it is expedient that provision be made accordingly:

And whereas at the passing of the South-western Railway (General) Act, 1869, (in this Act called "the Company's General Act of 1869,") there existed 112,720 South-western Railway Portsmouth annuities (in this Act called "the Portsmouth annuities") of 2s. 6d. each created for the purpose of the amalgamation of the undertakings of the Portsmouth Railway Company and of the Company, and also 845 South-western Andover annuities (in this Act called "the Andover annuities") of 5s. 4d. each created for the purpose of the amalgamation of the undertakings of the Andover and Redbridge Railway Company and the Company, and those respective amalgamations have been long since effected:

32 & 33 Vict.
c. lxxxvi.

And whereas by the Company's General Act of 1869, with a view to the extinguishment of those Portsmouth and those Andover annuities respectively, and the substitution of stock for the same, the Company were empowered to accept surrenders of any such annuities, and by way of substitution for the same to issue Portsmouth annuity stock, or, as the case may be, Andover annuity stock, created by them for the purpose under the provisions of that Act:

And whereas, notwithstanding the provisions of that Act, there still remain outstanding and unconverted 7,495 of the Portsmouth annuities, and the whole of the 845 Andover annuities mentioned in that Act, and it is expedient that those annuities respectively should be converted into guaranteed stock to be created under the powers of this Act:

And whereas it is expedient that the Company be authorised to raise further money for the purposes of this Act and for the general purposes of their undertaking:

And whereas the Company have for many years past, by agreement with the trustees of the London and South-western Railway Friendly Society (being a society established for the benefit of officers and servants of the Company), paid annually the sum of £600 by way of contribution to the funds of that society, and by

A.D. 1880. the South-western Railway (General) Act, 1874, section 42, the
 37 & 38 Vict. Company were empowered to enter into agreements with friendly
 c. cxliii. and other societies with reference (amongst other things) to pay-
 ments to be made by the Company to or towards the funds of
 such societies for or on behalf of or for the benefit of persons from
 time to time being or having been officers or servants of the
 Company :

And whereas upon investigation of the affairs of the London and
 South-western Railway Friendly Society it has been found ex-
 pedient that its constitution should be in some respects modified,
 and that it should be eventually wound up and dissolved, and it is
 expedient that further powers should be conferred upon the Com-
 pany with reference to the said society :

And whereas it is expedient that further powers be conferred
 upon the Company as herein-after provided with reference to
 provident institutions or savings banks established by or for the
 benefit of their officers and servants :

23 & 24 Vict. And whereas by the South-western Railway (General) Act,
 c. clxxxv. 1860, (in this Act called "the Company's Act of 1860,") a sale or
 transfer of the undertaking of the Lymington Railway Company
 to the Company was authorised, and the Company have accordingly
 acquired that undertaking, and, as part thereof, the bridge over the
 Lymington River near Lymington Station, and certain lands in the
 parish of Boldre, in the county of Southampton, lying to the north
 of the bridge, and it is expedient that the Company be empowered
 to sell and dispose of those lands :

39 & 40 Vict. And whereas by the Somerset and Dorset Railway Leasing Act,
 c. cxv. 1876, the undertaking of the Somerset and Dorset Railway Com-
 pany is vested in the Company and the Midland Railway Company
 jointly by way of lease, and it is expedient that the two companies
 should be authorised for the purposes of that undertaking to
 acquire additional lands in the united parishes of Saint John the
 Baptist and Saint Benedict, Glastonbury, in the county of Somerset,
 and to stop up and discontinue for public use a footpath now
 crossing such lands, and to make a new footpath in lieu thereof,
 and also to acquire lands in the parish of Canford Magna, in the
 county of Dorset :

And whereas plans and sections of the works by this Act autho-
 rised, the plans showing also the lands to be purchased or taken
 for the purposes thereof, and also plans of the additional lands to
 be purchased compulsorily under the powers of this Act by the
 Company, or, as the case may be, by the Company and the Midland
 Railway Company, and books of reference to such plans respec-
 tively containing the names of the owners and lessees, or reputed

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owners and lessees, and of the occupiers of such lands respectively, were duly deposited with the clerks of the peace for the respective counties within which those works will be constructed and those lands are situate, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference :

And whereas the 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 :

1. This Act may be cited as the South-western Railway (Various Powers) Act, 1880. Short title.

2. The provisions following of the Companies Clauses Consolidation Act, 1845 ; namely,

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

With respect to the 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 upon mortgage or bond ;

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

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

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

Incorporation of general Acts.
8 & 9 Vict. c. 16.

the Lands Clauses Consolidation Acts, 1845, 1860, and 1869, the Railways Clauses Consolidation Act, 1845, and Part I. (relating to the construction of a railway) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
23 & 27 Vict. c. 92.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings, unless there be something in the subject or context repugnant to the construction ; and the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act in

Interpretation of terms.

A.D. 1880. — whole or in part incorporated with this Act, shall, for the purposes of this Act, be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Authorisation of works at Southampton.

4. Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, execute the works next herein-after mentioned in the parish of Saint Mary, in the town and county of the town of Southampton (in this Act called "the works at Southampton"), and they may enter upon, take, and use all or any, or any part or parts, of the lands in that parish shown on the deposited plans and described in the deposited books of reference which they may require for that purpose or for the purposes of the Southampton agreement; (that is to say,)

- (A.) A public carriage road (together with a bridge for carrying the same over the Company's lines of railway, works, and lands), commencing at or near the intersection of Itchen Bridge Road and Albert Road, and terminating on the east side of Terminus Terrace, opposite or nearly opposite Richmond Street :
- (B.) A public carriage road, commencing by a junction with the intended new road (A), at or near its termination as above described, and terminating at or near the junction of Terminus Terrace with Marsh Lane :
- (C.) A public carriage road, commencing by a junction with the intended new road (A), at or near its termination as above described, and terminating at or near the intersection of Itchen Bridge Road and Terminus Terrace :
- (D.) An alteration of the levels of Terminus Terrace and Itchen Bridge Road at and near the intersection of those roads :
- (E.) An alteration of the levels of Terminus Terrace and Marsh Lane at and near the junction of those roads :
- (F.) All necessary approaches, footways, bridges, arches, retaining walls, stairs, steps, and other works and conveniences in connexion with the intended new roads and works :
- (G.) An extension of the footbridge now carried over the Company's Railway on the south side of the level crossings over Marsh Lane from the western end of the said footbridge to a point in Marsh Lane west of the Company's western gates across Marsh Lane at those level crossings :
- (H.) A footbridge over the Company's railway in the line or nearly in the line of the northern side of Marsh Lane :
- (I.) The laying of an additional line of rails over and on the level of Bevois Street :

(J.) A footbridge over the Company's lines of railway on or near the northern side of Bevois Street. A.D. 1880.

5. Subject to the provisions of this Act, the Company may from time to time cross, divert, alter, or stop up, whether temporarily or permanently, all such roads, highways, streets, mains, pipes, sewers, drains, canals, navigations, rivers, streams, bridges, railways, and tramways within the parish of Saint Mary, in the town and county of the town of Southampton, as it may be necessary or convenient to cross, divert, alter, or stop up for the purposes of or in connexion with the works at Southampton or any of them. Power to make subsidiary works.

6. The articles of agreement between the Company of the one part and the corporation of the other part (in this Act called "the Southampton agreement"), a copy whereof is set forth in the First Schedule to this Act, are hereby confirmed and made binding upon the Company and the corporation respectively, and full effect shall be given thereto according to their true intent and meaning. Confirmation of scheduled agreement with corporation of Southampton.

7. Subject to the provisions of this Act, the works at Southampton shall be executed in accordance with the provisions and stipulations of the Southampton agreement, except so far and with such modifications as the Company and the corporation from time to time agree by writing under their respective common seals. Works at Southampton to be executed in accordance with that agreement.

8. So much and such parts of the works at Southampton and of any works incidental thereto as are, in accordance with the provisions and stipulations of the Southampton agreement, to be maintained or renewed by the Company or (as the case may be) by the Corporation shall be accordingly maintained and from time to time renewed by them respectively, unless and except so far as the Company and the corporation otherwise agree by writing under their respective common seals. Works at Southampton to be maintained by Company or by corporation as provided by the agreement.

9. When and so soon as the new roads (part of the works at Southampton) shall, in accordance with the Southampton agreement, have been completed and thrown open for public use the following provisions shall have effect: New roads when completed to vest in corporation, &c.

(A.) Subject and without prejudice to the obligation of the Company to maintain the structure (as defined by Article 10 of the Southampton agreement) of the new roads, those roads shall be deemed to be streets within the meaning of the Public Health Act, 1875, and shall accordingly vest in and be under the control of the corporation:

(B.) The provisions of articles 14 and 15 of the Southampton agreement shall apply and have effect as if those provisions formed part of and were expressly enacted in this Act:

38 & 39 Vict.
c. 55.

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(c.) So much and such parts of the sites of Itchen Bridge Road and Marsh Lane respectively as are by article 14 of the Southampton agreement to remain vested in the corporation for forming or as public highways shall be deemed to be streets within the meaning of the Public Health Act, 1875, and shall vest in and be under the control of the corporation accordingly.

Provisions relating to laying, &c. of pipes, &c. of the Southampton Gaslight and Coke Company. 10 & 11 Vict. c. 15.

10. The Southampton Gaslight and Coke Company shall, in so far as the Company is concerned, have the same rights, under section 6 of the Gasworks Clauses Act, 1847, but subject always to the provisions of that Act, of laying down and placing pipes, service pipes, and other works, and of repairing, altering, or removing the same, in the parts of Itchen Bridge Road and Marsh Lane which shall be stopped up and discontinued under this Act as if those parts had continued to be public highways.

Company may remove Itchen Bridge Road footbridges.

11. In the events in that behalf mentioned in and subject to the provisions and stipulations of the Southampton agreement, the Company may abandon and relinquish and remove the existing footbridge over their railways at or near the level crossing of those railways over Itchen Bridge Road, and the footsteps and approaches thereto, and all other public and other rights connected therewith shall be thereupon by this Act extinguished.

Company may in a certain event remove Marsh Lane footbridge.

12. If the Company do not, in accordance with the terms of the Southampton agreement, elect to extend the existing footbridge over their railways at or near the level crossing of those railways over Marsh Lane, the Company may abandon and relinquish and remove that footbridge, and the footsteps and approaches thereto, and thereupon all public and other rights connected therewith shall be by this Act extinguished, and the Company shall, in accordance with the terms of the Southampton agreement, construct the footbridge by this Act authorised over the Company's railway in a line or nearly so with the northern side of Marsh Lane.

Construction of new Marsh Lane footbridge deemed re-construction.

13. The construction by the Company of the last-mentioned footbridge shall, for the purposes of sub-paragraph (c.) of article 13 of the Southampton agreement, be deemed to be the re-construction on the northern side of Marsh Lane of the existing footbridge, in that article called the existing Marsh Lane accommodation footbridge.

Widening of North Devon Railway.

14. Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, widen their North Devon Railway between a point opposite or nearly opposite the southern end of the down passenger platform at Copplestone Station

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and a point about one chain northward from the junction at Coleford of the Company's North Devon and Okehampton Railways, and may enter upon, take, and use such of the land shown on those plans and described in the deposited books of reference as may be required for that purpose. For the purposes of tolls, rates, and charges, and for all other purposes, the rails, works, or conveniences of or connected with the widening shall be deemed to be part of the Company's North Devon Railway.

15. Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, lay down and maintain, in the parish of Ealing, in the county of Middlesex, a line or lines of rails upon and across the public road known as Brook Lane which crosses on the level the Company's loop line from Barnes to Hounslow, in addition to and on the northern side of the Company's rails already laid down upon and across that road, and may enter upon, take, and use such of the lands delineated on the said plans and described in the deposited books of reference as may be required for the purpose. For the purposes of tolls, rates, and charges, and for all other purposes, the said additional line or lines of rails shall be deemed to be part of the Company's loop line from Barnes to Hounslow aforesaid: Provided always, that the said additional line or lines of rails shall not be laid down except with the consent of the Brentford Local Board in writing under their common seal: Provided also that such additional line or lines of rails shall not be laid down until the lands shown on a plan prepared in duplicate, and signed by Stephen Woodbridge on behalf of the Brentford Local Board and Samuel Bircham on behalf of the Company, and thereon coloured red, and required for the purpose of providing access from the Brook Lane to Windmill Lane and Ealing Lane respectively, shall have been provided and roads constructed thereon.

Power to lay
additional
rails over
Brook Lane.

16. If the works by this Act authorised shall not respectively be completed within five years from the passing of this Act, then on the expiration of that period the powers by this Act granted for making and completing the respective works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Period for
completion
of works.

17. The Company may, in the line or direction shown upon the deposited plans relating thereto, divert in the parish of Wimbledon and county of Surrey, and may and shall forthwith, in accordance with the plan agreed between the Company and the Wimbledon Local Board, carry by a footbridge over their railways and lands, or

Power to
divert foot-
path in
Wimbledon
parish.

A.D. 1880. — parts thereof, the footpath now crossing on the level the Company's main line and Wimbledon, Norbiton, and Kingston Branch Line, and the Tooting, Merton, and Wimbledon Railway between the point at which that footpath crosses the western boundary of the Company's main line between Alt Grove and Tabor Grove and the point at which it crosses the southern boundary of the Tooting, Merton, and Wimbledon Railway near Wilton Road, and when they have made that diversion by the construction of the said footbridge and substituted path they may stop up and discontinue as a public highway so much of the said existing footpath as lies between those points.

Power to divert footpath in Heavitree parish.

18. The Company may, in the line or direction shown upon the deposited plans relating thereto, make, in the parish of Heavitree and county of Devon, a new footpath from Mount Pleasant Road to the point at which an existing public footpath crosses the northern boundary of the Company's land and property near Exmouth Junction, and when they have made such new footpath, they may stop up and discontinue as a public highway so much of the said existing footpath (which now crosses the Company's railway on the level) as lies between the points at which the new footpath will commence and terminate.

Power to stop part of road in Staines and footpath in South Stoneham and Templecombe parishes.

19. The Company may stop up and discontinue for public traffic—

- (A.) In the parish of Staines and county of Middlesex, so much of the public road, now crossing the Company's Richmond to Windsor line on the level, near the eastern end of the down passenger platform at Staines Station, as lies between the level crossing gates or the fences on either side of the Company's railway ;
- (B.) In the parish of South Stoneham and county of Southampton, so much of the footpath, now crossing on the level the Company's main line and Gosport Branch Railways, at the distance of about 28 chains and 25 chains respectively south of Bishopstoke Station, as lies between the western fence of the said main line and the junction of the said footpath with the public road from Bishopstoke Station to Bishopstoke ;
- (C.) In the parish of Templecombe and county of Somerset, so much as lies between the boundaries of the Company's property of two footpaths, now crossing on the level the Company's Salisbury and Yeovil Railway, at the respective distances of about 4 chains and 20 chains west of Templecombe Station :

Provided that the portion of public road in sub-section (A.) above mentioned shall not be stopped up or discontinued for public traffic until the Company shall have erected a footbridge over their railways and lands, or parts thereof, in accordance with a plan agreed between the Staines Local Board and the Company, which footbridge the Company shall for ever after keep open and maintain for the proper and convenient use at all times by the public, in common with their passengers, servants, agents, and workmen, subject to the reasonable byelaws, rules, and regulations of the Company, and shall, in addition, permit any person or persons at all times to traverse the station yard of the Company and the approaches thereto on the north side of their railway for the purpose of access from the footbridge to the public road leading from Staines to Kingston and London.

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20. The sites and soil of so much of the several footpaths and road as by this Act the Company are authorised to stop up and discontinue for public traffic are by this Act vested (as to so much thereof as is bounded on both sides by land of the Company) in the Company, and (as to so much thereof as is bounded on both sides by land of any other person) in such other person, and (as to so much thereof as is bounded on opposite sides by lands belonging to different persons) in such owners respectively, to the centre of the respective footpaths or road, in proportion to the respective frontages of their lands thereto, and all public and private rights of way or passage, and all other rights across, over, or along the same, shall be by this Act extinguished.

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

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

Compensation to be made in respect of private rights extinguished.

22. Subject to the provisions of this Act, the Company may, for enlarging and extending their station and siding accommodation, and for roads and approaches, and for taking and getting ballast, and for other purposes of their undertaking, enter upon, take, hold, and use the whole or any part or parts of the lands and all or any of the buildings, in the parishes next herein-after mentioned, shown on the

Power to take additional lands for general purposes.

A.D. 1880. deposited plans and described in the deposited books of reference ;
 — (that is to say,)

- (A.) Land and houses, in the parish of Saint Mary Battersea and county of Surrey, adjoining the south-western boundary of the property of the Company, lying between the main and Windsor lines of the Company's railway at Clapham Junction :
- (B.) Land and houses, in the parish of Ealing and county of Middlesex, adjoining and on the north side of the Company's loop line from Barnes to Hounslow, and lying between Brook Lane and Ealing Lane :
- (C.) Land, in the parish of Woking and county of Surrey, adjoining and on the north side of the Company's main line :
- (D.) Lands and houses, in the parish of Winchfield and county of Southampton, lying between and adjoining the northern and western boundaries of the Company's property and the southern and eastern boundaries of the post office premises, near the Winchfield Station of the Company :
- (E.) Land, in the said parish of Winchfield, adjoining the southern boundary of the Company's property, lying between the public road to Odiham and the public road to Winchfield, near the Company's Winchfield Station :
- (F.) Land, in the said parish of Winchfield, lying on the north of and adjoining the Company's property, and extending for about 80 yards in a western direction from the public road to Odiham, near the Company's Winchfield Station :
- (G.) Land, in the said parish of Winchfield, lying on the south of and adjoining the Company's property, and extending for about 60 yards in a western direction from the public road to Odiham, near the Company's Winchfield Station :
- (H.) Land, in the parish of Withycombe Rawleigh and county of Devon, adjoining the western boundary of the Company's property at the Exmouth Station, and lying between it and the siding leading to the railway from the docks :
- (I.) Land, in the parish of Down Saint Mary and county of Devon, adjoining the western boundary of the Company's property at Copplestone Station.

Period for compulsory purchase of lands.

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

Notice to be given of taking houses of labouring classes.

24. The Company shall, not less than eight weeks before they take in any parish fifteen houses or more occupied either wholly or partially by persons belonging to the labouring classes as tenants or

lodgers, make known their intention so to take the same by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that they have so made known their intention.

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25. The Company may from time to time, if and when they think fit, appropriate any lands acquired by them under the powers of this Act, and which may not be required for the railway and works, for the purpose of the erection of dwelling-houses or buildings for persons belonging to the labouring classes whose dwellings may be required for the works by this Act authorised, and before displacing any person or persons belonging to the labouring classes who may for the time being be the occupier or occupiers of any house or part of any house which the Company are by this Act authorised to acquire the Company shall procure sufficient accommodation elsewhere for such person or persons, unless the Company and such person or persons otherwise agree: Provided always, that if any question shall arise as to the sufficiency of such accommodation the same shall be determined by a justice.

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

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

Easements,
&c. may be
granted, &c.

27. The Company may abandon and remove the works and rails of and connected with the railway in the parish of Barnes, in the county of Surrey, authorised by the Company's Act of 1859, and therein described as the Barnes Curve, and may sell and dispose of the site of the said railway and of the works connected therewith, and any adjoining land of the Company, to such person or persons, at such time or times, and upon, under, and subject to such terms (pecuniary or otherwise) and conditions, as the Company may from time to time think fit, or they may retain and hold such site and lands, or any part thereof, for any purposes of their undertaking.

Abandon-
ment of
Barnes Curve
and selling
of site.

28. The articles of agreement (a copy whereof is set forth in the Second Schedule to this Act) between the Seaton Company of the first part, the Company of the second part, and Sir Alfred

Confirma-
tion of
agreement
in Second
Schedule.

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Wilson Trevelyan, of Nettlecombe, in the county of Somerset, Baronet, of the third part (in this Act called "the Seaton and Beer agreement") are hereby confirmed and made binding on the parties thereto, and their respective successors, heirs, executors, administrators, and assigns, and the provisions of the said articles of agreement shall have effect as if they formed part of and were expressly enacted in this Act.

Lease by
Mid Hants
Company
may include
option to
Company to
require trans-
fer of under-
taking of
leasing
company.

29. By any lease of the Mid Hants Railway to the Company under the powers of the Mid Hants Act, 1864, power may be reserved to the Company, by notice under their common seal, to be given to the Mid Hants Company within such time as may be specified in that behalf in the respective lease or agreement for a lease, to require the Company to whom the notice is given absolutely to sell or transfer their undertaking, property, rights, powers, and interests to the Company, at such time, and for such consideration, and upon such terms (pecuniary or otherwise) as may be specified in that behalf in the respective lease or agreement for a lease.

Company
entitled to
management,
&c. of Seaton
and Beer
Railways
leased during
term of
lease.

30. In accordance with the terms and conditions contained in the Seaton and Beer agreement, the Company, and their directors, officers, and servants respectively, shall be entitled during the term of or agreed on for the lease to the management, maintenance, working, user, and enjoyment of the railway, sidings, stations, works, conveniences, lands, and property leased or agreed to be leased.

Duties of
Seaton and
Beer Com-
pany to be
performed
by Company
during term
of lease.

31. During the term of or agreed on for such lease the Company, in accordance with the terms and conditions agreed on, shall be subject to and perform, conform, and be liable to all duties, obligations, and liabilities whatsoever under the several Acts from time to time in force with respect to the railway and premises leased or agreed to be leased to which the Seaton Company would, if this Act were not passed, be subject or liable in respect of the same.

Powers of
leasing
company to
be exercised
by Company
during term
of lease.

32. The rights, powers, and privileges of the Seaton Company, and their directors, officers, and servants respectively, which by virtue of any of the Acts from time to time in force as regards the Seaton Company might be exercised and enjoyed by them with respect to the railway and premises leased or agreed to be leased, and which in accordance with the terms and conditions agreed on are to be exercised and enjoyed by the Company, shall, in accordance with those terms and conditions, be exercised and enjoyed by the Company, and their directors, officers, and servants respectively, with respect to the railway and premises leased or agreed to be leased, under and with the same regulations, restrictions, conditions,

obligations, penalties, and immunities, in accordance with those Acts and this Act respectively, as if they were the Seaton Company, and their directors, officers, and servants respectively. A.D. 1880.

33. During the term of or agreed on for such lease the Company, in accordance with the terms and conditions agreed on, but subject to the provisions of this Act, shall be subject to and perform, conform, and be liable to all obligations and liabilities with respect to the maintenance, management, working, and user of the railway leased or agreed to be leased, and the traffic thereon, of every Act from time to time in force with respect to the railway, and shall indemnify the Seaton Company, and their shareholders, directors, officers, and servants respectively, from the same and from all penalties, damages, costs, claims, and demands in respect thereof. Company during term of lease subject to statutory obligations as to railways leased.

34. During the term of or agreed on for such lease the several provisions of the Acts from time to time in force with respect to the Seaton Company shall, so far as regards the maintenance, management, working, user, and enjoyment of the railway and premises leased or agreed to be leased, and the traffic on and at the same, and the tolls, fares, rates, and charges to be demanded and taken for and in respect of the same (but subject to the provisions of this Act), and in accordance with the terms and conditions of or agreed on for the lease, apply with respect to the same to the Company, and to their directors, officers, and servants, and shall be read and have effect accordingly. Acts relating to Seaton Company to relate to Company during term of lease.

35. If at any time before the thirtieth day of December one thousand eight hundred and eighty-seven the Company, by writing under their common seal, require from the Seaton Company an absolute transfer of the Seaton and Beer Railway undertaking in terms of the Seaton and Beer agreement, or if any notice be given under the provisions of this Act, and in accordance with any agreement by the Company, to the Mid Hants Company requiring the company to whom the notice is given to sell or transfer their undertaking, property, rights, powers, and interests to the Company, the Seaton Company, or the Mid Hants Company (as the case may be), shall, in accordance with the notice, transfer their undertaking, property, rights, powers, and interests to the Company, and the Company shall accept a transfer thereof accordingly: Provided that the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance, in which the purchase or consideration money shall be fully and truly stated and set forth, and such deed shall be duly stamped with the full and proper ad valorem stamp duty in

A.D. 1880.

respect of the consideration for the said transfer, and if the Company shall not within three months from the date of the transfer produce to the said Commissioners such deed of conveyance, duly stamped as aforesaid, the ad valorem stamp duty, with interest thereon, at the rate of five pounds per centum per annum from the date of the transfer to the day of payment of such duty, shall be recoverable from the Company with full costs of suit, and all costs and charges attending the same.

Application
of sections
24 to 34 of
39 & 40 Vict.
c. ccxiii.

36. The provisions of sections 24 to 34 (both numbers inclusive) of the Company's Act of 1876 shall apply to and in the case of any sale or transfer to the Company under this Act of the Seaton and Beer Railway undertaking, or of the undertaking of the Mid Hants Company, as the case may be, as if the respective sale or transfer had been authorised or required by the Company's Act of 1876, and for the purposes of that Act the Seaton Company shall be deemed to be included within the expression "the selling company."

Power to
raise further
moneys for
the purposes
of leases, &c.

37. For the purposes of the Seaton and Beer agreement, or of any transfer of the Seaton and Beer Railway undertaking to the Company in accordance with the provisions of that agreement and of this Act, and for the purposes of any lease or sale and conveyance or transfer to the Company, or the amalgamation with their undertaking of the undertaking of any other company as aforesaid, the Company from time to time may raise by new shares or new stock (whether ordinary or preferential, or both) all such sums as are necessary for those purposes, and may apply the money so raised accordingly, and shall not apply to any other purpose any money so raised: Provided always, that the total amount which the Company from time to time may raise by new shares or stock and borrowing, and by debenture stock, respectively, for the purposes of any such lease, sale, or transfer, shall not exceed the total amount of the authorised capital and debt of the Seaton and Beer Company or of such other company.

Company
may apply
their funds
for purposes
of this Act.

38. The Company may from time to time apply to any of the purposes of this Act any moneys from time to time raised by them and which are not by any of the Acts relating to the Company made applicable to any special purpose, or which being so made applicable are not required for the special purpose.

Power to
Company to
raise further
money.

39. The Company may from time to time raise by new shares or new stock (whether ordinary or preferential, or both), for the purposes of this Act (other than the purposes of the Seaton agreement or of any lease or transfer under the powers of this Act) and

for the general purposes of their undertaking, any sum or sums not exceeding in the whole five hundred thousand pounds. A.D. 1880.

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

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

42. The provisions of sections 47 to 70 (both inclusive) of the South-western Railway (Additional Powers) Act, 1862, with respect to preferential shares and stock, and the cancellation of shares and stock, and the issue of new shares or stock instead of cancelled shares or stock, and with respect to voting for shares or stock, and otherwise respecting shares and stock, shall extend to this Act with respect to the Company and the shares and stock which by this Act they are authorised to create and issue. Provisions of 25 & 26 Vict. c. xlii. to extend to Company's shares and stock under this Act.

43. Any new preference stock created under the powers of this Act may be created and issued, subject to the condition that the Company may from time to time thereafter create and issue, with the like preferential dividend or other special privileges, and with the like priority or preference, any other stock which under any other Act or Acts, whether of any previous session, or of the present session, or of any future session of Parliament, the Company may from time to time be authorised to create and issue, and so that the whole of the stock then and from time to time thereafter so created and issued shall form one and the same class of the Company's capital ranking *pari passu* with respect to the payment of dividends, and entitling the several holders of the several portions of stock, without regard to the times of the creation and issue of the same, to the same rate of preferential dividend and other privileges (if any), and without any preference or priority as between themselves: Provided that the terms upon which such stock is issued shall be endorsed on the stock certificates. New stock may be created as part of a class of stock, &c.

44. The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow in respect of their additional capital of five hundred thousand pounds which they are by this Act authorised to raise any sum or sums not exceeding in the whole one hundred and sixty-six thousand six hundred pounds, and of the last-mentioned sum they may borrow Further borrowing powers to the Company.

A.D. 1880. — thirty-three thousand three hundred pounds in respect of every one hundred thousand pounds of the said capital of five hundred thousand pounds.

Restrictions
on bor-
rowing.

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

Existing
mortgages to
have priority.

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

28 & 29 Vict.
c. ccciv.

30 & 31 Vict.
c. clvi.

Provisions
of Com-
pany's Acts
as to ap-
pointment
of receiver
repealed.

47. The provisions of all former Acts relating to the Company by which the mortgagees of the Company are empowered to enforce payment of principal or interest due on their mortgages, by the appointment of a receiver, are by this Act repealed, but without

prejudice to any appointment heretofore made or proceedings now pending under those provisions or any of them. A.D. 1880.

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

49. The consolidation and conversion of the Company's guaranteed stocks and preferential stocks existing at the time of the passing of this Act, or any of those stocks respectively, may at any time not later than the thirty-first day of December one thousand eight hundred and eighty-five be effected, in the manner and subject to the conditions and restrictions following; (that is to say,) Consolida-
tion of
guaranteed
and prefe-
rential
stocks, &c.

(1.) The directors of the Company may prepare (1) a scheme for the consolidation and conversion into a stock, to be entitled "the South-western guaranteed consolidated stock," of all the Company's guaranteed stocks; and, (2), a scheme or schemes for the consolidation and conversion of all or any of the Company's preferential stocks into one or more stocks or stock, to be called respectively "South-western preferential consolidated stock," with such other distinctive word or number as the directors think fit, of such amounts, and with such preferential dividends as between themselves and as against any ordinary shares or stock (other than debenture stock) of the Company, and such other privileges and conditions attached thereto, as the scheme or schemes shall define:

(2.) They shall send or cause to be sent, in the manner provided by the Companies Clauses Consolidation Act, 1845, as to the service of notices by a company on shareholders, a copy of each such scheme to all the proprietors of the stocks to which the scheme relates or which may be affected thereby, accompanied by a notice that the scheme will be submitted to the consideration of a meeting of the respective proprietors of those stocks:

(3.) Not sooner than one month, nor later than three months, after the sending of any such scheme as aforesaid, the directors shall convene separate meetings of the proprietors of the several stocks to which the scheme relates or which may be affected thereby, and the directors shall submit to each of such

A.D. 1880.

meetings such portion or portions of the scheme as relate to or affect the stock represented at that meeting ;

If the proprietors present in person or by proxy at any such meeting, and holding one fourth in value of any stock to which the scheme relates, object to that portion of such scheme which relates to the stock of which they are proprietors, the scheme, so far as it relates to that stock, shall not be carried into effect ; but in respect of the other stocks, and in respect of all the stocks to which the scheme relates, if no such objection is made, the scheme shall be declared to be approved :

- (4.) Every meeting convened under the provisions of this section shall be convened and its proceedings shall be conducted in the manner in which general meetings of the Company are convened and their proceedings conducted :
- (5.) Unless in consequence of the directors of the Company being of opinion that by reason of part disapproval of a scheme as originally submitted the scheme so approved should not be acted upon, every scheme so approved shall be submitted by the directors to a general meeting of the proprietors of the Company duly convened with special notice of the matter ; if the scheme, or any portion or portions thereof, is or are approved by a majority of the votes of the proprietors present in person or by proxy in respect of the stock held by them, according to the scale of voting at general meetings of the Company, it shall be carried into effect by the directors, but if the whole or any portion thereof is disapproved of by such majority, the scheme, or the portion or portions thereof so disapproved of, shall not be proceeded with :
- (6.) In the event of the failure from any cause, either wholly or in part, of any scheme or schemes prepared by the directors under this section, other than and except the same not being sanctioned by the general meeting of the proprietors of the Company as herein-before provided, the directors may prepare another scheme or other schemes, which shall be dealt with in like manner, under the foregoing provisions as if no antecedent scheme or schemes had been prepared :
- (7.) For the purpose of carrying any scheme so approved of into effect, the directors shall have and may exercise the following powers :
 - (A.) They may, for the purposes of the scheme, create and issue guaranteed stock, or, as the case may be, a preferential stock or preferential stocks, as aforesaid, of such amounts respectively and with such dividends and other

provisions and conditions attached thereto as may be required to give effect to the scheme: A.D. 1880.

Provided always, that the aggregate amount of the dividends payable upon the guaranteed stock, and any preferential stock so to be created, shall not in the case of South-western guaranteed consolidated stock exceed (subject to the provision herein-after contained for the creation of additional stock in substitution for Portsmouth and of Andover annuities) the aggregate amount of the dividends payable upon the guaranteed stocks in substitution for or in respect of which the new stock is so created, nor in the case of the new preferential stock or stocks so to be created exceed the aggregate amount of the dividends payable upon the preferential stocks in substitution for or in respect of which such last-mentioned new stock or stocks is or are so created:

- (B.) Forthwith upon the consolidation and conversion taking effect they shall issue to every holder of the stocks so consolidated and converted, free of charge for so doing, a certificate for and representing such an amount of new stock as such holder is entitled to:

Provided always, that until the issue of such new certificates the existing certificates and the holders thereof shall bear and possess the same rights and advantages as they would have had and possessed if this Act had not passed, but when such new certificates are issued the existing certificates shall be deemed to be cancelled:

Provided also that the Company shall not be required to issue any new certificate unless and until the existing certificate in substitution for which it is issued is given up to be cancelled, or is proved to the satisfaction of the Company to have been lost or destroyed; and if any holder of stock neglect or omit to send or deliver to the Company his existing certificate for the period of one year after notice in writing addressed to his last known place of abode, the Company may suspend the payment of any dividend declared or made payable upon or in respect of the stock held by him, until such existing certificate is sent or delivered to the Company, or proved as aforesaid to have been lost or destroyed:

- (c.) The consolidated stock shall remain and be vested in the person or persons to whom it is issued, upon the same trusts and subject to the same powers, provisoes,

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declarations, agreements, charges, liabilities, and incumbrances as at the time of the issue thereof affect the stock in substitution for which the consolidated stock is issued, and so as to give effect to and not revoke any inchoate or other testamentary disposition of or affecting the same.

New capital may be comprised in the scheme.

50. Any capital which the Company may have power to raise by stock by any Act of any previous session, but which they may not have created at the time of the passing of this Act, or which they are by this Act or by any other Act passed in the present session of Parliament empowered so to raise, and which when created is created as preference stock, may be comprised in any scheme for the consolidation and conversion of stocks into preferential stock.

Guaranteed new stock may be substituted for Portsmouth or Andover annuities.

51. At any time within three years after the creation of South-western guaranteed consolidated stock under this Act, the Company, with the approval of three fourths of the proprietors of the Company present in person or by proxy at a meeting of the Company specially convened for the purpose, may resolve that new stock shall be substituted for the Portsmouth annuities, or (as the case may be) the Andover annuities, or for any of those annuities respectively; and if the Company so resolve as aforesaid there shall be substitution accordingly, and the Company shall create additional South-western guaranteed consolidated stock to such an amount that the aggregate amount of the dividends thereon shall be equal to the annual amount of the annuities to which the resolution applies, and the directors shall forthwith issue to the holders of the annuities to which the resolution applies certificates for and representing the several amounts of new stock to which the annuitants are respectively entitled, and the foregoing provisions of this Act with respect to or connected with the issue of certificates of new stock shall apply, mutatis mutandis, with respect to the issue of the certificates so to be issued to annuitants, and to the delivery up, cancellation, and proof of loss or destruction of such last-mentioned certificates, and to the suspension of the payment of the annuities until the certificates thereof are sent or delivered to the Company or proved to have been lost or destroyed.

Provisions relating to London and South-western Railway Friendly Society.

52. As regards the London and South-western Railway Friendly Society (in this section called "the society") the following provisions shall have effect; that is to say,

(A.) All moneys before the passing of this Act paid by the Company to or contributed by them to the funds of the society shall be deemed to have been lawfully paid and contributed by the Company:

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(B.) The Company and the society, by its trustees or otherwise, may from time to time agree that the Company shall pay to the society so long as it continues to exist, or for such stated period or periods as may from time to time be so agreed on, such annual or other sums by way of contribution to the funds of the society as the Company think fit, and any such agreement may be made subject to such conditions, not inconsistent with the Friendly Societies Acts (except as herein-after provided in sub-section E.), with regard to the future constitution and rules of the society and its funds and the destination of any surplus funds of the society, and shall be determinable in such events, as the contracting parties think fit, and may and shall be carried into effect accordingly :

(C.) Any such agreement shall be valid and continue binding upon the society and the Company respectively, notwithstanding any change in the constitution or alteration of the objects or rules of the society, unless the society and the Company shall have otherwise agreed :

(D.) The Company and the society may agree that the Company shall be freed and discharged from any obligation (if any) existing on the 1st day of December 1879 to pay or contribute any annual or other sums to the society or its funds or members, and that all or any agreements or arrangements (if any) on that day subsisting and in force between the society and the Company shall be thereby cancelled and annulled :

(E.) The Company and the society may agree that the Company shall receive from the society, by way of deposit or otherwise, any money at interest, and all such money, with the interest from time to time thereon, shall be a charge on the net profits of the Company's undertaking next after any money which the Company may be liable to pay at the passing of this Act under any Acts then in force, and after any debt of the Company then existing, and after money for the time being borrowed or authorised to be borrowed by them.

53. In addition to the powers conferred upon the Company by section 39 of the Company's Act of 1876, the Company may from time to time exercise all or any of the following powers with respect to provident institutions and savings banks established by and for the benefit of officers, servants, workmen, or apprentices of the Company, or of others connected with them, respectively, as specified in that section, which shall be deemed to include their wives, children, or widows ; (that is to say,)

Further powers as to provident institutions and savings banks.

(A.) They may, if they think fit, receive on deposit from any such

A.D. 1880.

institution or bank any moneys belonging to any such institution or bank, and may allow on any moneys so deposited such rate of interest as may be agreed between the Company and the trustees of the institution or bank by which such moneys are deposited :

(B.) They may agree that any interest so payable shall be a charge upon the profits of the Company applicable to dividends in priority to dividends upon any ordinary shares or stock for the time being of the Company :

(C.) They may permit or direct any officers or servants of the Company at any of their stations to act as agents for any such institution or bank for the purpose of receiving deposits and remitting the same to or to the credit of such institution or bank, or its trustees, at any bank or place to be appointed on that behalf :

(D.) They may agree to make any fixed or annual or other payment to or towards the funds of any such institution or bank :

(E.) They and any such institution or bank, by its trustees or otherwise, may enter into any agreements and execute any deed or other document necessary for or incident to the exercise of any of the powers aforesaid, or for giving effect to any of the provisions of this section not inconsistent with the certified rules of the institution, and the same may and shall be carried into effect accordingly.

Power to
sell lands in
the parish
of Boldre.

54. The Company may from time to time sell and dispose of the lands, in the parish of Boldre, in the county of Southampton, lying immediately to the north of the bridge over the Lymington river in that parish, near Lymington Station, heretofore part of the undertaking of the Lymington Railway Company, and which lands are now vested in or in the possession of the Company, at such time or times, to such person or persons, for such considerations, and upon such terms (pecuniary or otherwise) and conditions as the Company may from time to time think fit.

Joint powers
to Company
and Midland
Railway
Company.

55. The Company and the Midland Railway Company (in this section called "the two companies") may, for the purpose of affording additional accommodation or for other purposes in connexion with the Somerset and Dorset Railway, from time to time exercise the following powers or any of them; that is to say,

(A.) They may purchase and acquire, by agreement or otherwise, the lands delineated on the deposited plans relating thereto, and situate in the united parishes of Saint John the Baptist and Saint Benedict, Glastonbury, in the county of Somerset, adjoin-

ing the southern boundary of the property of the two companies at Glastonbury Station, and lying between that boundary and the high road from Glastonbury to Street :

A.D. 1880.

(B.) If and when the two companies shall have purchased or acquired the lands above mentioned they may make in the said united parishes the new footpath shown on the deposited plans relating thereto, and when they have made that new footpath they may stop up and discontinue as a public highway the existing footpath between a point distant fifty yards south-westward from the goods shed aforesaid and the approach road to Glastonbury Station, and thereupon all public and private rights of way over the portion of the said footpath to be so stopped up shall be by this Act extinguished, and the site and soil of the said portion of footpath shall, so far as the same is bounded on both sides by lands of the two companies, be vested in the two companies :

(c.) They may purchase and acquire, by agreement or otherwise, the lands, buildings, and works delineated on the deposited plans relating thereto, in the parish of Canford Magna, in the county of Dorset, adjoining and lying between the Somerset and Dorset Railway and the Southampton and Dorchester Railway of the Company, at or near the junction of those railways.

56. The Midland Railway Company, for any of the purposes of the last preceding section, may from time to time apply any moneys from time to time raised by them, and which are not by any Act made applicable to any special purpose, and which being made so applicable are not required for any special purpose.

Midland
Railway
Company
may apply
funds.

57. The Company shall not, out of any money by this Act authorised to be raised by calls, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him : Provided that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Interest not
to be paid on
calls paid up.

58. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, is required to be deposited in respect of an application to

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

A.D. 1880. — Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Saving
rights of
Crown under
29 & 30 Vict.
c. 62.

59. Nothing contained in this Act or to be done under the authority thereof shall in any manner affect the title to any of the subjects, or any rights, powers, or authorities, mentioned in or reserved by sections 20, 21, and 22 of the Crown Lands Act, 1866, and belonging to or exerciseable on behalf of Her Majesty, her heirs or successors.

Provision as
to general
Railway
Acts.

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

Expenses of
Act.

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

SCHEDULES referred to in the foregoing Act.

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THE FIRST SCHEDULE.

ARTICLES OF AGREEMENT, made the 27th day of November 1879, between the London and South-western Railway Company (in these articles called the Company) of the one part, and the Mayor, Aldermen, and Burgesses of the borough of Southampton (in these articles respectively called the corporation and the borough) of the other part.

WHEREAS the arrangements in these articles expressed have been agreed upon between the corporation and the Company, and, subject to the approval and confirmation herein-after mentioned, are intended to be carried into effect:

And whereas the plan annexed to these articles, and signed by the town clerk of the corporation and the Secretary of the Company (herein-after called the plan), correctly shows the position of such of the existing works and accommodation works of the Company and of the public roads under the jurisdiction of the corporation, and of the parts of their Marsh estate, and also of such of the intended new works as are respectively delineated thereon:

Now, therefore, these presents witness that it has been and that it is hereby mutually covenanted, declared, and agreed by and between the corporation and the Company, as follows:

1. These articles shall be submitted to and are subject to the approval of a special general meeting of the shareholders in the Company.

Articles subject to approval by shareholders.

2. These articles are subject to the confirmation of Parliament, and for obtaining such confirmation the Company will, at their own expense, prepare and submit to Parliament, in the session of 1880, and use their best endeavours to obtain fit and adequate provisions for the purpose, and also for enabling the Company and the corporation to carry the several objects of these articles into effect, such provisions, in the Company's option, to be contained in a Bill for those purposes exclusively, or in a Bill comprising those and other provisions of which the Company may require the enactment.

Articles subject to confirmation by Parliament.

3. The confirmation of these articles in their entirety (but not so as to affect any question as to the compensation payable in accordance with these articles by the Company to the corporation) is declared to be a measure of mutual advantage to the corporation and the Company, and is also declared to be an essential principle agreed upon between the parties; and the Company, who shall have the conduct in Parliament of the Bill containing the confirming and enabling provisions, shall, at their own expense, adopt and use all necessary and proper measures and endeavours for promoting and procuring the enactment of the provisions, and the corporation will, at their own expense, adopt and use all reasonable and proper measures and endeavours for supporting the application and for securing its success.

Confirmation of articles mutually advantageous and to be entire.

Company to have the carriage of the Bill.

Corporation to support the Bill.

A.D. 1880.

Company to
make bridge,
&c.

4. The Company, immediately after the confirmation of these articles by Parliament, shall proceed, subject and according to these articles, to construct, and shall complete within the time herein-after mentioned, at their own expense, a good, sufficient, and substantial carriage and foot bridge, with the necessary approaches thereto, over and across the Company's railways, in general accordance with the plan, and such bridge and approaches shall comprise and conform with the several works, conveniences, and particulars herein-after mentioned; that is to say,

Description
of bridge.

(A.) The carriage roadway and footway on the bridge (between A and B on the plan) shall be horizontal, or as near thereto as possible. There shall be footways throughout its length and on each side of it, and kerbed and channeled, and the entire width of the bridge between the parapets shall be 50 feet throughout :

Approaches
described.

(B.) The approaches to the bridge on the western side of the railway (herein-after called the western approach) shall be, as far as practicable, of the uniform inclination of 1 in 30, and shall commence northwardly in Marsh Lane, at or near C on the plan, and southwardly in Bridge Road and Terminus Terrace, at or near D and E and E¹ on the plan, rising from those respective points to A on the plan, and having adequate arches, retaining walls, and parapets in the lines on the plan *a, b, c* and *d, e* and *a, f, g* respectively. The western approach shall be throughout 50 feet in width between the parapets. There shall be footways throughout its length and on each side of it, and kerbed and channeled :

The western
approach.

(C.) The western approach, so far as it shall be constructed on land now used for the cattle market, and so far as its height will admit of arches of the width and height next mentioned, shall be constructed on or by arches (herein-after called the structure of that approach) having, as near as may be, 20 feet span and a height of 3 feet to the springing of the arch at the lowest points and of 7 feet under the soffit, and the space under such arches shall, subject to the fulfilment and maintenance of the objects and purposes in these articles mentioned, remain and be the property and for the exclusive use and benefit of the corporation and their assigns for ever, so nevertheless that the corporation and their assigns shall be restricted from at any time using such space or any part of it for any purpose not consistent with the due maintenance and safety of the structure of the western approach :

Works on
cattle market
land.

(D.) The Company shall construct within the raised portion of the land, now forming part of the cattle market, opposite Terminus Terrace, and hereafter to form part of the western approach, a good and sufficient duplicate set of stone steps, with proper landings, side walls, and handrails, each set not being less than 4 feet and not exceeding 5 feet in width, for affording to foot passengers convenient means of passing at all times to and from the western approach from and to Terminus Terrace, as near as may be to *h* on the plan, and also on the land there of the corporation two good and sufficient sets of stone steps, with proper landings, handrails, and balusters, and gates at the top of each set, not being less than 4 feet and not exceeding 5 feet in width, at or near *b* and *f* on the plan respectively, for affording

to foot passengers convenient means of passing to and from the cattle market from and to the western approach, and on each side of it :

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(E.) The approach to the bridge on the eastern side of the railway (hereinafter called the eastern approach) shall also be, so far as practicable, of the uniform inclination of 1 in 30, and shall commence eastwardly in Albert Road, at or near F on the plan, rising from that point to B on the plan, and having adequate arches with adequate retaining walls and parapets on each side of it throughout. The eastern approach shall be throughout 50 feet in width between the parapets. There shall be footways throughout its length and on each side of it, and kerbed and channeled :

Bridge to be
1 in 30.

(F.) So far as the several approaches shall be constructed on arches, those arches and the retaining walls and parapets are herein-after included in the expression "the structure of the approaches," and the structure of the approaches west of the land coloured green on the plan shall, subject as in sub-article (c.) of this article mentioned, be the property of the corporation and be maintained by them :

Bridge on
cattle market
land vested in
corporation.

(G.) The Company shall construct and for ever maintain on the Company's land two good and sufficient sets of steps, with landings, side-walls, and handrails, each set not being less than 4 feet nor exceeding 5 feet in width, at or near *j* and *k* on the plan, for affording at all times to foot passengers convenient means of passing to and from Hartley Street and from Royal Crescent respectively from and to the eastern approach.

Company to
erect foot-
bridges in
Hartley Street
and Royal
Crescent Road.

5. The Company shall, on or before the completion of the intended new bridge and approaches, construct and for ever thereafter maintain on land of the Company situate east of the railway, and between Marsh Lane and the Itchen Bridge Road, a sufficient loading bank for goods traffic coming for carriage or having been carried on the Company's railway, together with an entrance into and a sufficient way for carriages over the Company's land there from and to that loading bank to and from Marsh Lane, so that such a loading bank and way for carriages may (subject to the regulations from time to time of the Company, and to such modifications thereof respectively as may be found by them from time to time expedient) be always provided for the public convenience in connexion with such loading bank.

Company to
make a
loading bank.

6. The Company may and shall, after the completion of the intended new footbridge, on their land adjoining Bevois Street, mentioned in article 16, lay down, maintain, and use an additional line of railway to cross Bevois Street on the level thereof, but shall not occupy more than 12 additional feet in width of the Bevois Street roadway for such purpose.

The Company
to lay down
additional line
of railway at
Bevois Street.

7. Before the Company shall commence any of the works in these articles mentioned, the Company shall deliver at the office, in Southampton, of the town clerk of Southampton, for the information of the corporation, a copy of the general plan of the entire works, and also for the approval of the corporation (which approval shall not be unreasonably withheld) a copy of the working drawings, with an adequate specification of so much of the intended works as the corporation will in accordance with these articles be under obligation to maintain, and the Company shall construct and complete all the last-mentioned works to the reasonable satisfaction of the corporation.

Company to
deliver plans
of works to
corporation
and obtain
approval.

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Company not to pay compensation for enclosing highways.

Company to refix cattle pens.

Corporation and Company to agree upon position of lamps.

Lamps over bridge to be fixed by the Company.

Company to execute works at their own expense and maintain structure to the west side of the land coloured green on the plan.

Corporation to maintain approach to west side of land coloured green on the plan.

Corporation to light lamps throughout.

Notice of opening to be given by the Company to the corporation.

8. The Company shall not pay to the corporation any compensation in respect of any alteration made by the Company in accordance with these articles of any highway, nor in respect of any portion of the site of any existing highway, which in accordance with these articles is as herein-after mentioned to be vested in the Company by force of the intended statutory provisions.

9. The Company shall remove and refix on sites within the cattle market to be indicated by the corporation all existing cattle or sheep pens which may be interfered with by the execution of the intended works, and they shall also provide and fix such and so many proper and convenient lamp-posts and lamps, and in such positions, throughout the whole of the intended works as shall be agreed upon between the corporation and the Company as necessary and sufficient for the lighting thereof, or as failing agreement shall be settled in manner provided by article 20: Provided always, that the position of the lamp-posts and lamps upon the intended new bridge shall, in the first instance, and from time to time, be determined by the Company.

10. The Company shall complete all the works in fulfilment of these articles at their own expense, and shall for ever after their completion, at their own expense, maintain all the brickwork and the stonework (if any) and the ironwork (herein-after called the structure) of the intended bridge and approaches (and including the sets of steps at *j* and *k* respectively), so far as, but not farther, than from *F* to *G* on the plan, that is to say, from Albert Road to the western boundary of the land coloured green.

11. From and after the opening of the intended new works the corporation shall, at their own expense, maintain the approaches to the intended bridge, so far as the duty of maintaining them is not in the last preceding article undertaken by the Company; that is to say, the corporation shall so maintain entirely those parts thereof beyond the property of the Company, viz., to the westward of the land coloured green on the plan, and including the steps (including their respective landings, side-walls, handrails, balusters, and gates) at *b*, *f*, and *h* respectively, and they shall also renew and maintain the roadways and footpaths (including the drainage thereof) over the structure of the bridge and the structure of the approaches where such structures are to be maintained by the Company as in the last preceding article mentioned.

12. So soon as the Company shall have performed their obligation under article 9, in respect of the providing and fixing of lamp-posts and lamps, the corporation will adopt the lamp-posts and lamps so provided and fixed, and will maintain and, as and when necessary, from time to time repair and renew them, and shall, at their own expense, duly light the lamps as part of the lighting service performed by them within the borough.

13. When the Company deem that they have sufficiently completed the works (except the intended accommodation footbridge at Bevois Street, if that bridge shall not have been then completed) they shall, by notice in writing served on the town clerk of the borough, intimate that it is proposed, on a day (herein-after called the opening day) not earlier than six weeks from the service of the notice, to open for use and to use those several works (except as in this article excepted) according to their intention. If within twenty-eight days after the service of the notice the corporation shall not, by notice in writing served on the Secretary of the Company, intimate objection to the proposed

opening and user on the ground that the works so proposed to be opened have not been duly completed, the works shall (except as aforesaid) be thereupon for all purposes of these articles considered as duly completed, and the Company shall be entitled, on or at any time after the opening day, to open them for the use of the parties, and for the purposes in these articles mentioned or referred to. If within such twenty-eight days the corporation shall, by such notice, intimate such objection to the proposed opening on the above-mentioned ground, the Company shall be at liberty immediately thereafter to apply (giving simultaneously notice in writing to the town clerk of the borough) to the engineer who shall be President of the Institution of Civil Engineers at the time of the confirmation by Parliament of these articles, or him failing, to such other civil engineer as shall at the date of the application be such president, for a certificate (herein-after called the opening certificate) under the hand of such president that the works which are to be completed by the Company in accordance with these articles are satisfactorily completed.

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If notice not objected to then works to be considered duly completed.

On the lapse of the twenty-eight days without service of the notice of objection by the corporation, or (as the case may be) on the obtaining of the opening certificate—

(A.) The Company's liability to maintain an accommodation footbridge next the Itchen Bridge Road, (*x, x* on the plan) shall absolutely cease, and if the same have not been already, in accordance with article 15, removed, they may at any time thereafter remove the existing footbridge there:

Company's liability to maintain footbridge at Itchen Bridge Road to cease.

(B.) The Company, in their option (to be declared in writing delivered to the town clerk of the borough within six months after the confirmation by Parliament of these articles), may, and if they so elect the Company shall, on or before the completion of the intended bridge and approaches, extend on the western side of the railway the existing Marsh Lane accommodation footbridge (*y, y* on the plan) in the direction y^1, y^2 shown on the plan, and so as to make it convenient and suitable with reference to the condition of Marsh Lane as the same is intended, in accordance with these articles, to be altered. The extension shall be made partly on land of the Company, coloured green on the plan, to be acquired as herein-after mentioned from the corporation, and partly on land now forming a portion of the site of Marsh Lane, and intended to be as herein-after mentioned vested in the corporation, except that the northernmost extremity of the extension may, as shown on the plan, be on that part of Marsh Lane which is intended to be hereafter continued as a public road, and the Company shall for ever thereafter maintain the Marsh Lane footbridge as so extended:

Option of Company to remove Marsh Lane Bridge.

(C.) If the Company do not so declare the option mentioned in the last preceding sub-article, or shall not, on or before the completion of the intended bridge and approaches, have completed the extension of the existing footbridge mentioned in the last preceding sub-article, they shall, if the corporation so require, wholly remove that bridge, and shall forthwith reconstruct it, with all necessary and proper incidental alterations and additions, on the northern side of Marsh Lane, in the direction of the dotted line *w, w* on the plan and on the Company's land there, except that the easternmost extremity thereof with the approach steps thereto, may, as shown on the plan

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be on the Glebe Road (but so as not to occupy any greater width than 5 feet, measured from the western boundary of the existing road or foot-path), and the Company shall for ever thereafter maintain the re-constructed bridge and the approach steps.

14. On the lapse of the twenty-eight days mentioned in article 13 without service of such notice of objection by the corporation as in that article mentioned, or (as the case may be) on the obtaining of the opening certificate, and so soon as the intended new bridge and its approaches shall have been thrown open to the public use—

All rights
over part of
Itchen Bridge
Road to cease.

(1.) All rights of way and passage over that part of the Itchen Bridge Road which lies to the westward of Royal Crescent and Hartley Street, and which now connects Royal Crescent or Hartley Street and Terminus Terrace, shall, except as next mentioned, be absolutely extinguished and cease and determine, and all the site of that part of the said road shall, except the portions next mentioned, vest or be vested by the intended statutory provisions in fee simple in the Company for the purposes of their undertaking; and the next described excepted portions shall remain and be vested in fee simple in the corporation, as follows; that is to say, (a), so much of the Itchen Bridge Road site as shall lie to the southward or south-westward of the line *v, v, g* on the plan, and which is to be throughout of the minimum width in the clear of 20 feet, for forming a public highway for carriages and general purposes, and to be for ever maintained and repaired, drained, and lighted by and at the expense of the corporation; and (b) the remainder of the said road site for the purposes of the cattle market; and the present boundary fence of the Itchen Bridge Road shall for all the length of the last-mentioned portions (a and b) of that road site be, at the expense of the Company, removed from its present line, and be re-fixed so as to form the fence for dividing those portions (a and b), and when so re-fixed shall be thereafter maintained and repaired by and at the expense of the corporation.

All rights
over part of
Marsh Lane
to cease.

(2.) All rights of way and passage over that part of the Marsh Lane which lies to the westward of the dotted line *s, s* on the plan shall be absolutely extinguished and cease and determine, and that part of the existing site of Marsh Lane shall vest or be vested in fee simple, as follows; that is to say, so much thereof as lies between the dotted line *s, s* and the line on the plan drawn north and south through *t* thereon in the Company, for the purposes of their undertaking: and so much thereof (c) as lies to the westward of the last-mentioned line, and to the southward of the line *t, t'* thereon, in the corporation for the purposes of the cattle market, the same last-mentioned portion to be as herein-after mentioned fenced off, by and at the expense of the Company, from that part (d) of the existing site of Marsh Lane which lies to the northward or north-westward of the line *t, t', c* on the plan, and so as to leave that part of the minimum width in the clear of 15 feet, and that part (d) shall, as heretofore, be and remain a public highway, but not beyond or to the eastward of the before-described line through *t* on the plan. The fencing off in this sub-article mentioned shall be effected by the removal from its present line of the boundary fence of Marsh Lane for the necessary length, and the re-fixing of it so as to

form the fence for dividing the portions of road site (c and d) in this sub-article mentioned, and such re-fixed fence shall be thereafter maintained and repaired by and at the expense of the corporation.

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15. So soon as the Company shall have so far completed the intended new bridge and approaches as that there shall be afforded thereby, to the reasonable satisfaction of the corporation, fit and proper accommodation for foot passengers over the Company's railways and works, and the same accommodation shall be thrown open to the public for such use, the Company's liability to maintain an accommodation footbridge next the Itchen Bridge Road, *x, x* on the plan, shall cease, and they may at any time thereafter remove the existing footbridge there.

Footbridge at
Itchen Bridge
Road to be
removed.

16. Within three months after the removal of the Itchen Bridge Road footbridge, or within three months after the obtaining of the opening certificate, which shall first happen, the Company shall erect on their own land adjoining Bevois Street an accommodation bridge similar in width and design to the existing Itchen Bridge Road footbridge, with proper steps and access to the public road, for the use of foot passengers over their lines of railway, including the additional line of railway mentioned in article 6.

Company to
erect foot-
bridge at
Bevois Street.

17. All the before-mentioned works shall be completed by the Company on or before the 31st day of July 1883.

18. The corporation shall sell and assure to the Company, and the Company shall buy and acquire from the corporation in fee simple, but subject to such leasehold interests as have previously to the date of these articles been granted by the corporation, and are now outstanding—

(A.) The lands required for the purposes of the intended works (not now forming parts of the sites of public highways), so far as those lands are situate to the eastward of Royal Crescent and Hartley Street, and including therein the land coloured blue on the plan ;

And also in fee simple—

(B.) The land of the corporation coloured green on the plan, the part of which lying on the north of the western approach is not to exceed at its northern extremity 40 feet in width, and the part of which lying south of that approach is not at its southern extremity to exceed 50 feet in width ;

And the compensation to be paid to the corporation for the lands to be so sold and assured shall be agreed, or in the absence of agreement settled in manner provided by the Public Acts in case of disputed compensations, and so far as there are or may be any mortgage or incumbrance affecting these lands (A and B), the compensation payable by the Company shall, at the expense of the Company, be applied, under the provisions of those Acts, so as to free those lands from all such mortgages or incumbrances.

And the corporation shall, free of cost or compensation payable by the Company to them or any mortgagee or incumbrancer, grant to the Company the right of constructing for future maintenance by the corporation, in accordance with these articles, the western approach and such other works as are in these articles in this behalf mentioned or referred to on—

(C.) The land required for the formation of those intended works (not now

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forming part of the sites of public highways), and which is situate to the westward of the land coloured green on the plan ;

And the land (c) will remain, as now, vested in the corporation.

19. The Company shall pay the costs (not exceeding £50) of the corporation in respect of this agreement, and of the preliminary negotiations relating hereto.

Arbitration
clause.

20. In the event of any dispute or difference arising between the corporation and the Company as to the construction of the intended works, or any of them, in designs or details, or as to the plans, sections, working drawings, or specifications proposed by the Company for showing such designs or details, or touching or concerning any other matter or thing, or any clause herein contained on the operation or construction thereof, or any matter or thing in any way connected with these presents, or the rights, duties, or liabilities of either party under or in connexion with these presents, the same shall, at the instance of either of the parties, be from time to time referred to the engineer who at the time of the passing of the statutory provisions for confirming these articles shall be the President of the Institution of Civil Engineers, or him failing to such other engineer as shall at the time of the particular difference arising and being referred be such President, and every such referee shall have the powers and duties of a single arbitrator under the Railway Companies Arbitration Act, 1859, and his decision shall be final.

In witness whereof the Company and the corporation have hereunto set their respective common seals the day and year first above written.

The Common
Seal of the
London and South-
western Railway
Company.

The
Common Seal of
the Mayor, Aldermen,
and Burgesses of the
Borough of
Southampton.

THE SECOND SCHEDULE.

A.D. 1880.

ARTICLES OF AGREEMENT, made the 27th day of November 1879, between the Seaton and Beer Railway Company (herein-after called the Company) of the first part, the London and South-western Railway Company (herein-after called the South-western Company) of the second part, and Sir Alfred Wilson Trevelyan, of Nettlecombe, in the county of Somerset, Baronet, of the third part.

WHEREAS by the Seaton and Beer Railway Act, 1863, the Company were incorporated, with a capital of £36,000 in shares and power to borrow £12,000, and were authorised to make and maintain a railway from the Exeter Extension of the South-western Company, near the Colyton Station on the said railway, to Seaton, otherwise Seaton-with-Beer, all in the county of Devon, and also a road bridge over the River Axe, in the said county, with approaches, commencing in the said parish of Seaton, and terminating in the parish of Axmouth, in the said county of Devon :

And whereas by the Seaton and Beer Railway (Additional Capital) Certificate, 1866, the Company were authorised to raise for the purposes of their undertaking, in addition to the capital already authorised to be raised by them, any further sums, not exceeding in the whole the sum of £12,000, by the issue of new shares or new stock, either ordinary or preference, or partly ordinary and partly preference, and to raise by borrowing on mortgage any sums, in addition to the money they were already authorised to borrow, not exceeding in the whole the sum of £4,000 :

And whereas the Seaton and Beer Railway was completed and opened for traffic on the 16th day of March 1866 :

And whereas by articles of agreement under the respective seals of the Company and the South-western Company, dated the 31st day of December 1867, an arrangement was entered into between those companies, with the sanction and approval of the Board of Trade, whereby the South-western Company agreed to work the Company's railway upon certain terms and subject to certain provisions and conditions therein set forth, and the South-western Company are now in possession of the railway, and are working the same in accordance with the terms of the agreement :

And whereas no steps were taken towards the construction of the road bridge which by the Seaton and Beer Railway Act, 1863, the Company were authorised to make until after the time by that Act (section 46) limited for the completion thereof had expired, but the Company had raised and expended on their railway undertaking all the money which they were by the before-recited Act and Certificate authorised to raise by shares, stock, or loan :

And whereas by the Seaton and Beer Railway (Axmouth Bridge) Certificate, 1874, the Board of Trade authorised the Company to make and maintain the said road bridge according to certain plans and with or subject to certain powers, provisoes, and conditions therein set forth, and for that purpose to raise, in addition to the capital already authorised to be raised by them, any further sums, not exceeding in the whole £3,000, by the issue of new shares or new

A.D. 1880. stock, either ordinary or preference, or partly ordinary or partly preference (to be called Axmouth Bridge shares or stock), and further to raise by borrowing on mortgage any sums, in addition to the money they were already authorised to borrow, not exceeding in the whole the sum of £1,000: And it was by the Certificate now in recital further certified that the undertaking by the said Certificate authorised, and the lands and property from time to time vested in the Company for the purposes of the same, were thereby constituted a separate undertaking of the Company, distinct and apart from all other their undertaking railway, lands, and works, and that it should be called the "Axmouth Bridge undertaking": And that the Company should keep separate accounts of all receipts, credits, payments, and liabilities from, for, or on account of the Axmouth Bridge undertaking; and that the divisible profits from time to time of the Axmouth Bridge undertaking should be applied wholly in payment of interest or dividend on the Axmouth Bridge shares or stock; and that the Axmouth Bridge shares or stock should not be entitled to interest or dividend out of any other profits; and that the holders of any Axmouth Bridge shares or stock should not be entitled in respect thereof to vote or interfere at any meeting of the Company on any question or proceeding not directly affecting the Axmouth Bridge undertaking:

And whereas the Company have raised and expended in and about the completion of the Axmouth Bridge undertaking all the money which they were by the lastly herein-before recited Certificate authorised to raise by shares, stock, or loan:

And whereas the road bridge was completed and opened for traffic on the 24th day of April 1877:

And whereas the existing capital of the Company raised and expended by them for the purposes of their railway undertaking is as follows:

1. Under the Seaton and Beer Railway Act, 1863—

Ordinary stock	-	-	-	-	-	£36,000
Debentures (first issue)	-	-	-	-	-	11,200
					Total	<u>£47,200</u>

2. Under the Seaton and Beer Railway (Additional Capital) Certificate, 1866—

Preference £5 per cent. stock	-	-	-	-	£12,000	
Debentures (second issue)	-	-	-	-	4,000	
					Total	<u>£16,000</u>

And whereas there are arrears of interest due, up to and inclusive of the 30th June 1879, upon the first issue of debentures issued for the purposes of the Company's railway undertaking, amounting altogether to the sum of £2,520, and there are further arrears of interest due, to the same date, upon the second issue of debentures issued for the same purposes, amounting altogether to the sum of £2,147 2s. 4d.:

And whereas there is a yearly rentcharge of £40 charged upon the railway and premises in respect of lands purchased by the Company under the powers con-

A.D. 1880. — the 1st day of January 1880; and the Company will, when called upon to do so, and at the cost of the South-western Company, execute all assurances necessary and proper for the purposes in this article mentioned or referred to.

ARTICLE 2.—There shall be reserved in such lease as rents, and also made payable by the covenant of the South-western Company therein, the yearly rents or sums following; that is to say, for the year 1880, the rent or sum of £960; for the year 1881, of £1,060; for the year 1882, of £1,160; for the year 1883, of £1,260; for the year 1884, of £1,360; for the year 1885, of £1,460; for the year 1886 and for each subsequent year of the term, the yearly rent or sum of £1,510; and all the above-mentioned rents or sums to be paid half-yearly on the 30th day of June and the 31st day of December in every year, and to be paid free of all land tax, tithe rentcharge, and all other rates, taxes, charges, and deductions, except income tax.

ARTICLE 3.—On or as of the 1st day of January 1888 (herein-after called the transfer day), the Company shall be bound absolutely to transfer, and the South-western Company, if the sale of the Axmouth Bridge undertaking as herein-after provided for shall have been then completed in accordance with these presents, but not otherwise, shall be bound to accept an absolute transfer of, the Seaton and Beer Railway undertaking, subject nevertheless to the payment in perpetuity by the South-western Company of the before-mentioned rentcharge of £40 per annum; and the South-western Company shall have an option exercisable by them at any time before the 30th day of September 1887, for requiring from the Company, by writing under the common seal of the South-western Company, an absolute transfer of the Seaton and Beer Railway undertaking, as from the 1st day of January or the 1st day of July (herein-after also called the transfer day) next following the expiration of three months from the declaration of the option, subject nevertheless to the payment in perpetuity by the South-western Company of the before-mentioned rentcharge of £40 per annum. On the transfer day (whether the same shall be the 1st day of January 1888 or any earlier day, in consequence of the declaration of option by the South-western Company) the following terms and conditions shall be binding on the respective companies; namely,

- (A.) The Company shall, within one calendar month after the transfer day, deliver to the South-western Company a full and accurate plan of the Seaton and Beer Railway undertaking, and shall also produce to that Company, or their agents, conveyances or other assurances to the Company of the same undertaking and of the several lands and hereditaments comprised therein for an estate of inheritance in fee simple, free from all liabilities and incumbrances, except land tax and tithe rentcharge, and in consideration of sums in gross (except in the case of lands in which the said annual rentcharge of 40*l.* forms the consideration), and such conveyances and assurances shall be considered and accepted as sufficient evidence of the title of the Company to the lands and hereditaments comprised in the Seaton and Beer Railway undertaking;
- (B.) The Company shall, within one calendar month after the transfer day, furnish to the South-western Company sufficient evidence that, except that part of their debenture debt affecting the Seaton and Beer Railway undertaking and created in respect thereof, and except such other liabilities of

the Company as their assets (other than and beyond the Seaton and Beer Railway undertaking) are sufficient to discharge or provide for, and which last-mentioned liabilities are to be forthwith, after the declaration of the option, discharged or satisfactorily provided for by the Company, there are no other liabilities whatsoever of the Company which can or may attach to the Seaton and Beer Railway undertaking, or to the South-western Company as transferees thereof, and especially, as part of this evidence, the chairman and secretary of the Company shall make and deliver to the South-western Company a statutory declaration to that effect;

(c.) Subject to the performance of sub-articles (A.) and (B.) by the Company and of sub-article (D.) by the South-western Company, the Company shall, within three calendar months after the transfer day, absolutely transfer to the South-western Company the Seaton and Beer Railway undertaking, and shall deliver to the South-western Company all plans, deeds, books, papers, and documents whatsoever in the possession of the Company relating to their railway undertaking or the lands and hereditaments comprised therein, or by which the title thereto may be verified or supported, and the common seal of the Company;

(D.) As the consideration for the performance of the preceding sub-articles by the Company, the South-western Company shall, at their option (such option to be declared not less than one calendar month after the transfer day), and on cancellation of the next-mentioned debentures—

(1.) Pay in cash to the holders of the debentures representing the before-mentioned (railway) debenture debt, in discharge of the debentures and of the interest in arrear thereon, upon the 1st day of January 1880, the amount thereof not exceeding for principal £15,200 and for interest £5,057 2s. 4d. (all interest accruing between the 1st day of January 1880 and the transfer day being cleared by the Company); or

(2.) In place of cash, transfer or issue to such holders debenture stock of the South-western Company for the before-mentioned amounts of £15,200 and £5,057s. 4d. (making together the sum of £20,257 2s. 4d.), bearing interest from the transfer day at the rate of 4 per cent. per annum; or

(3.) Transfer or issue such an amount of preference stock of the South-western Company as shall from the transfer day, by the terms of its creation, bear the same amount of annual income as would be afforded by the amount of 4 per cent. South-western debenture stock mentioned in the last-preceding sub-article;

And shall also pay to the Company, as the balance or remainder of the consideration for the transfer, such an amount of cash, or, at the option of the South-western Company, to be declared as aforesaid, shall transfer or issue to the Company such an amount of preference stock of the South-western Company, as shall from the transfer day, by the terms of its creation, bear in dividend the annual difference between the said yearly rent or sum of £1,510 and the annual income appropriated to the (railway) debenture holders;

The amount (if any) paid to the Company in cash to be calculated as equivalent to a relative amount of annual income capitalised at 4 per cent.;

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All these alternatives are to be in the option of the South-western Company, and the several payments in cash, or transfers or issues of stocks, to the Company are entirely to free the South-western Company from all liability in respect of the purchase money or compensation for the Seaton and Beer Railway undertaking in respect of the application or distribution thereof or any misapplication thereof:

(E.) On the performance of the sub-articles (A.), (B.), (C.), (D.), the intended lease shall, as of the transfer day, cease and determine, but without prejudice to the liability of the South-western Company to pay the said rents and rentcharge up to the transfer day:

(F.) The Company shall forthwith, after the transfer, proceed to discharge their liabilities and wind up their affairs, including (if not theretofore completed) the completion of the sale of the Axmouth Bridge undertaking in accordance with these presents, and thereupon shall be dissolved.

ARTICLE 4.—The intended lease shall contain a power for the Company to enter into and distrain upon the Seaton and Beer Railway undertaking in case any half-yearly payment of the said yearly rents or sums, or any part thereof, shall at any time be in arrear and unpaid for one calendar month after the days respectively appointed for payment thereof, the same being first demanded in writing after such days respectively.

ARTICLE 5.—By way of confirmation, but not by way of restriction or substitution, of the powers which, under the general statute law or otherwise, will become vested in the South-western Company as lessees of the Seaton and Beer Railway undertaking the Company shall, by the intended lease, grant to the South-western Company all such powers, authorities, and privileges for the maintenance and management of the railway, and the demanding, taking, and enforcing the tolls thereupon, as were conferred upon the Company by the Seaton and Beer Railway Act, 1863, save and except that the powers thereby granted shall not comprise (until the dissolution of the Company in the events herein mentioned) any of the powers of the Company with respect to general meetings or directors, or the management of the internal affairs of the Company, which powers shall continue to be exercised by the Company as heretofore until its dissolution as aforesaid.

ARTICLE 6.—From and inclusive of the 1st day of January 1880 until the intended lease shall have been actually executed, or until the transfer day, the South-western Company shall hold the railway and premises hereby agreed to be demised upon the terms of these presents, and shall pay to the Company the yearly rents or sums herein-before agreed to be reserved to the Company, at the times and in the amounts herein-before set forth; and the remedy, by distress, for nonpayment of the same shall be enforceable by the Company upon the premises hereby agreed to be demised in the same manner as if the intended lease had been actually executed.

ARTICLE 7.—The Bill for containing the powers for carrying these articles into effect shall, at the request of the Company, contain clauses to the following purport (but if from the absence of any consent by the parties immediately affected thereby, or other cause, those clauses, or any part of them, shall cause opposition to or delay in the passing or progress of the Bill, the same may be

at any time removed therefrom by the South-western Company); that is to say, clauses enacting— A.D. 1880.

(A.) That until the transfer day the yearly rents or sums payable by the South-western Company to the Company under the provisions of these presents shall (after payment thereof; so long as the Company shall exist, of their debts and their office and management expenses) be appropriated by the Company amongst the debenture and share and stock holders of the Company in the following manner and according to the following priorities; that is to say, in paying a dividend at the rate of 4 per centum per annum upon the first issue of debentures, at the rate of 4 per centum per annum upon the second issue of debentures, at the rate of 4 per centum per annum upon the arrears of interest then due upon such debentures, at such rate, but not exceeding 3 per centum per annum, upon the Company's preference shares or stock as the net income to be received from the South-western Company shall be sufficient from time to time to pay; and the balance from time to time remaining over shall be divided between and amongst the ordinary share or stock holders of the Company in proportion to their respective holdings therein:

(B.) That the cash or preference stock of the South-western Railway Company to be paid, transferred, or issued to the Company as aforesaid, as the balance or remainder (after satisfaction of the holders of the Company's (railway) debentures) of the consideration for the transfer, shall be appropriated by the Company amongst the preference and ordinary share or stock holders of the Company on the cancellation or surrender to the Company of their respective shares in manner following; that is to say, such an amount of the said cash or South-western preference stock shall be allotted to the preference share or stock holders in the Company as shall be equal to 75 per centum of the capital (nominal amount) of the shares or stocks actually held by them, and the balance of such cash or South-western preference stock remaining over after such allotment to the preference share or stock holders in the Company as aforesaid shall be divided by the Company amongst the ordinary share or stock holders in the Company in proportion to their actual holdings therein, and the preference and ordinary share or stock holders of the Company shall accept such appropriation as aforesaid in full satisfaction and discharge of all claims and demands upon the Seaton and Beer Railway undertaking or otherwise in respect of their respective holdings of shares therein.

ARTICLE 8.—From and after the execution of these presents the South-western Company shall not require the Company to incur any expenditure by providing additional works or conveniences, or otherwise, under the 8th Article of the working agreement of the 31st day of December 1867.

ARTICLE 9.—Nothing herein or in the intended lease or Act contained shall, except as herein-after provided, give the South-western Company any authority, power, or estate over or in the "Axmouth Bridge undertaking," which is and shall continue to be an entirely separate undertaking from the Seaton and Beer Railway undertaking.

And these presents further witness that, subject to the necessary powers being obtained from Parliament, it is hereby mutually agreed between the Com-

A.D. 1880. — pany and the said Sir Alfred Wilson Trevelyan, and also between each of them (the Company and the said Sir Alfred Wilson Trevelyan for himself, his heirs, executors, and administrators) and the South-western Company, as follows; that is to say,

ARTICLE 10.—The intended Act or provisions shall authorise and require the Company, immediately after the passing thereof, to execute to the said Sir Alfred Wilson Trevelyan and his heirs and assigns, and shall authorise and require him and them to accept, a transfer and conveyance of the bridge, and all the lands and property, coloured red on the plan hereunto annexed, and belonging to the Company as part of or as constituting the Axmouth Bridge undertaking, and shall enact that upon such transfer there shall absolutely be divested out of the Company and vested in the said Sir Alfred Wilson Trevelyan all such powers, authorities, rights, privileges, and exemptions (including the erection and maintenance or alteration of toll gates upon the said road bridge over the River Axe, and the demand, receipt, and enforcement of tolls) as were conferred upon the Company by the Seaton and Beer Railway (Axmouth Bridge) Certificate, 1874, and all such powers, authorities, rights, and privileges shall thenceforward be exerciseable and enjoyable by the said Sir Alfred Wilson Trevelyan, his heirs and assigns, owners for the time being of the said bridge, in the same manner as they are now exerciseable and enjoyable by the Company: Provided always, and it is expressly agreed, that by the said Act or provisions it shall be enacted that it shall not be lawful for the said Sir Alfred Wilson Trevelyan, his heirs or assigns, without the consent in writing of the South-western Company, to raise or in anywise increase any of the several amounts before and on the 1st day of July 1879 levied and taken by the Company as tolls, or in the nature thereof, for the use of the said Axmouth Bridge undertaking, and which tolls and payments so levied and taken by the Company, and the provisions and regulations with reference thereto, are set forth in the schedule to these presents.

ARTICLE 11.—In consideration whereof, from the date of the execution of such transfer and conveyance in pursuance of this agreement, the said Sir Alfred Wilson Trevelyan shall cancel and surrender to the Company all the shares created by the Company under the provisions of the said Certificate, and shall effectually indemnify the Company, their successors and assigns, against all claims or demands made or to be made by any person in respect of the shares or debentures created by the Company under the provisions of the said Certificate, or any of them; and such indemnity shall be effected to the reasonable satisfaction of the South-western Company, and so as to prevent the said shares and debentures being at any time a charge upon the Seaton and Beer Railway undertaking, and also from all obligations whatsoever in respect of the Axmouth Bridge undertaking.

ARTICLE 12.—The Company shall obtain the consent of the holders of the debentures created by the Company under the provisions of the said Certificate to all the terms and conditions of the intended transfer of the Axmouth Bridge undertaking, and generally to all the arrangements set forth in these presents.

ARTICLE 13.—The South-western Company will, in the next session of Parliament, at their own cost, either (in their option) by a separate Bill or by

provisions inserted in a Bill relating to other objects, apply for the powers necessary to carry into effect the provisions of these presents, and the Company and the said Sir Alfred Wilson Trevelyan will, at their own expense, do all in their respective powers necessary or proper for supporting the said application, and all the said parties will respectively, at their own expense, use their best endeavours to obtain the passing of the said Act or provisions. A.D. 1880.

Each of the parties will pay their and his respective costs of and in connexion with this agreement, and of and in connexion with the said Act of Parliament.

ARTICLE 14.—In witness whereof the Company and the London and South-western Railway Company have hereunto set their respective common seals, and Sir Alfred Wilson Trevelyan, Baronet, his hand and seal, the day and year first above written.

The SCHEDULE herein-before referred to.

SEATON AND BEER RAILWAY COMPANY.

AXMOUTH BRIDGE.

SCHEDULE OF TOLLS TO BE TAKEN.

	<i>d.</i>
For every horse or other beast drawing any omnibus, coach, stage coach, van, caravan, sociable, berlin, landau, chariot, vis-a-vis, barouche, phaeton, chaise, marin, calash, curricule, chair, gig, whiskey, hearse, litter, chaise, or other such like carriage, whether carrying passengers or goods, for hire or not - - - - -	4
For every horse or other beast drawing any waggon, wain, cart, or other such like vehicle - - - - -	4
For every horse or mule (not drawing), laden or unladen - - - - -	1
For every ass, laden or unladen (not drawing) - - - - -	1
For every drove of oxen or neat cattle, the sum of 10 <i>d.</i> per score, and so in proportion for any greater or less number.	
For every drove of calves, swine, sheep, or lambs, the sum of 5 <i>d.</i> per score, and so in proportion for any greater or less number.	
For every locomotive, the sum of 6 <i>d.</i> for every 2 tons weight or fractional part of every 2 tons weight that such locomotive shall weigh.	
For every waggon, wain, cart, or carriage drawn or propelled by any locomotive, the sum of 6 <i>d.</i> for each wheel.	
For every foot passenger or person on foot (except the person or persons, not exceeding two in number, actually driving and accompanying any carriage, waggon, wain, cart, or other vehicle liable to toll) - - - - -	1
And for every person who shall ride in or upon any waggon or wain, or any cart or other such like vehicle (not being a cart or carriage usually employed for the conveyance of passengers for hire), or who shall ride upon any horse or beast drawing any such waggon, wain, cart, or other such like vehicle - - - - -	1

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PROVISIONS AND REGULATIONS.

The said tolls shall be taken before any horse, mule, beast, or other cattle or carriage liable to toll shall be permitted to pass through any toll-gate or bar which shall be upon or across the said bridge or its approaches, or on the sides thereof.

If and whenever there shall be a fraction of a halfpenny in the amount of the tolls authorised to be taken at such toll-gates and bars as aforesaid a halfpenny may be taken instead of such fraction.

No more than one full toll shall be taken for passing and repassing once only on the same day (to be computed from twelve of the clock at night to twelve of the clock on the next succeeding night) with the same horses, beasts, cattle, or other animal or thing liable to the tolls through all the toll-gates or bars to be erected on the said bridge and approaches, except as herein-after otherwise provided.

The toll shall be paid for all horses or cattle drawing any post-chaise, hackney coach, fly, jaunting car, or other carriage travelling for hire as often as any new hiring shall take place; and for all horses or cattle drawing any omnibus, caravan, stage coach, stage waggon, or other stage carriage or cart as often as they shall pass over the said bridge or approaches, in the same manner as if no previous payment of toll in respect of such horses, animal, or cattle had been made on the same day.

The seal of the Seaton and Beer Railway Company was hereunto affixed at a meeting of the directors of the said Company.

Witness our hands—

GEORGE EVANS, Deputy Chairman, [Of the said Seaton and Beer Railway Company.
EDWIN HELLARD, Secretary,]

Signed, sealed, and delivered by the above-named Sir Alfred Wilson Trevelyan in the presence of

ALFRED W. TREVELYAN.
(L.S.)

EVERARD CALTHROP,
Untere Olga Strasse, 26,
Stuttgart.

FRED. J. MACAULAY,
Asst Secy.

