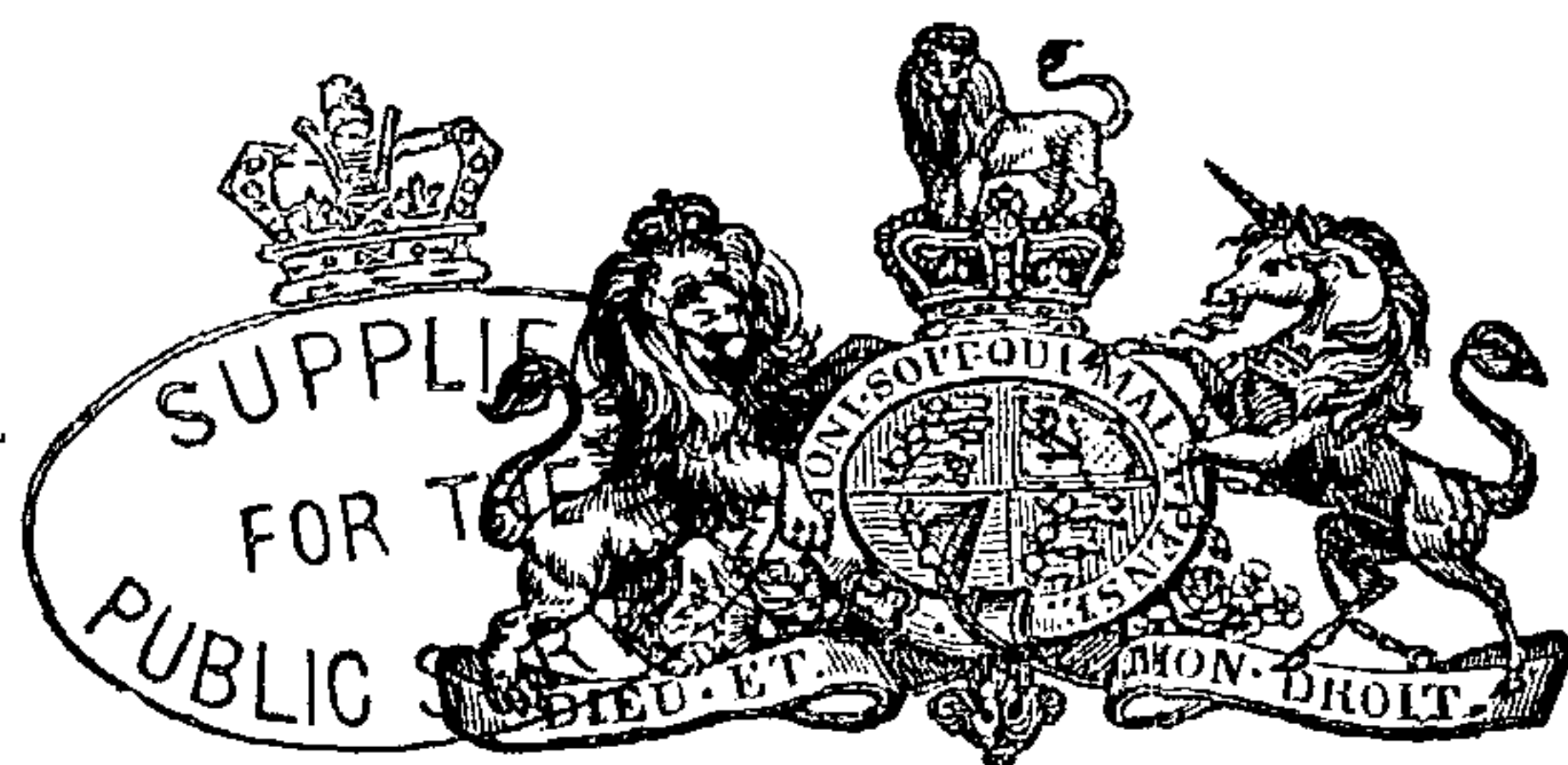




CHAPTER cxcvii.

An Act to confer further Powers on the Didcot Newbury and Southampton Junction Railway Company; to enable them to extend their Railway to Southampton and Aldermaston; and for other purposes. A.D. 1882.

[10th August 1882.]

WHEREAS by the Didcot Newbury and Southampton Junction Railway Act 1873 the Didcot Newbury and Southampton Junction Railway Company were incorporated, with power to raise six hundred thousand pounds by shares, and to borrow two hundred thousand pounds on mortgage, and were authorised to make and maintain certain railways and works in the counties of Berks and Southampton: 36 & 37 Vict. c. ccxxix.

And whereas further powers were conferred on the Company by the Didcot Newbury and Southampton Junction Railway Act 1876. 39 & 40 Vict. c. clxxxiv.

And whereas by the Didcot Newbury and Southampton Junction Railway Act 1880 the Company were authorised to divide their undertaking into two separate sections, called respectively "the Newbury Section" and "the Southern Section," and to apply the capital of the Company towards the construction of those sections respectively in certain proportions, and further powers were conferred upon the Company with reference to their own undertaking and the undertakings of other companies: 43 & 44 Vict. c. xlvii.

And whereas the borrowing powers of the Company have not been exercised in respect of the Southern Section:

And whereas the railways of the Company are in the course of being constructed, and the Newbury Section has been opened for public traffic:

And whereas it will be for public and local advantage that the Company should be enabled to make and maintain an extension of their authorised railway from Burghclere to Southampton, in

A.D. 1882. the county of Southampton, and to Aldermaston, in the county of Berks, with the other works in connexion therewith herein-after described :

And whereas it is expedient that the Company should be authorised to abandon a portion of their undertaking which will be rendered unnecessary by the construction of such extension :

And whereas it is expedient that the Company should be authorised to raise additional capital for the purposes of this Act :

And whereas it is expedient that the Company should be authorised to increase the number and qualification of their directors :

And whereas it is expedient that such arrangements should be authorised and such powers conferred on the Company with reference to other undertakings and companies as are herein-after provided :

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act, and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the respective clerks of the peace for the counties of Southampton and Berks, and are herein-after respectively referred to as the deposited plans, sections, and books of reference :

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

May it therefore please Your Majesty, that it may be enacted, and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows :

Short title.

1. This Act may be cited as the Didcot Newbury and Southampton Junction Railway Act 1882.

Incorporation of
 general Acts.
 8 & 9 Vict.
 c. 18.
 23 & 24 Vict.
 c. 106.
 32 & 33 Vict.
 c. 18.
 8 & 9 Vict.
 c. 20.
 26 & 27 Vict.
 c. 92.
 8 & 9 Vict.
 c. 16.

2. The Lands Clauses Consolidation Acts 1845, 1860, and 1869, the Railways Clauses Consolidation Act 1845, Part I. (relating to construction of a railway) of the Railways Clauses Act 1863, the clauses and provisions of the Companies Clauses Consolidation Act 1845, with respect to the following matters (that is to say): the distribution of the capital of the Company into shares; the transfer or transmission of shares; the payment of subscriptions and the means of enforcing the payment of calls; the forfeiture of shares for nonpayment of calls; the remedies of creditors of the Company against the shareholders; the borrowing of money

by the Company on mortgage or bond; the conversion of borrowed money into capital; the consolidation of the shares into stock; the general meetings of the Company and the exercise of the right of voting by the shareholders; the making of dividends; the giving of notices; and the provision to be made for affording access to the special Act by all parties interested; Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act 1863, are (in so far as applicable and except where expressly varied by this Act) incorporated with and form part of this Act: Provided always, that the provisions of the Railways Clauses Consolidation Act 1845 and of Part I. of the Railways Clauses Act 1863 shall (in so far as applicable) apply to the river wall or embankment and roadway by this Act authorised.

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26 & 27 Vict.
c. 118.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction: the expression "the Company" means "the Didcot Newbury and Southampton Junction Railway Company;" the expression "the railway," or "the railways," means the railways by this Act authorised; the expression "the Act of 1873" means the Didcot Newbury and Southampton Junction Railway Act 1873; the expression "the Act of 1876" means the Didcot Newbury and Southampton Junction Railway Act 1876; the expression "the Act of 1880" means the Didcot Newbury and Southampton Junction Railway Act 1880; the expression "the South-western Company" means the London and South-western Railway Company; the expression "the Great Western Company" means the Great Western Railway Company; the expression "the Corporation of Southampton" means the mayor, aldermen, and burgesses of the borough of Southampton; the expression "the Newbury Section" means that section of the undertaking of the Company as defined by the Act of 1880; the expression "the Southern Section" means that section of the undertaking of the Company as defined by the Act of 1880 as amended or varied by this Act; the expression "the Southampton Section" means the railways and works by this Act authorised, together with all lands, buildings, and property to be purchased for those railways and works; the expression "superior courts," or "court of competent jurisdiction," or any other like expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand

Interpreta-
tion.

A.D. 1882. with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

Power to
make rail-
ways.

4. Subject to the provisions of this Act, the Company may make and maintain, in the line and according to the levels shown on the deposited plans and sections, the railways, river wall or embankment, and the other works herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith respectively, 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 those purposes. The railways and works herein-before referred to and authorised by this Act are—

(1.) A railway (No. 1) 33 miles 3 furlongs 3·70 chains in length, commencing in the parish of Burghclere, in the county of Southampton, by a junction with the railway (No. 1) authorised by the Act of 1880, at or near a point marked twenty-four miles seven furlongs on the plans of that railway deposited with the respective clerks of the peace for the counties of Southampton and Berks with reference to the Act of 1880, such distance denoting twenty-four miles seven furlongs from the commencement of that railway, and terminating in the parishes of Holy Rood, Saint John, and Saint Michael, or some or one of them, in the town and county of the town of Southampton, or on the foreshore adjoining those parishes or some or one of them, at a point fifty-eight yards or thereabouts, measuring in a direction due west from the south-west corner of the Royal Pier ;

(2.) A railway (No. 2), 8·20 chains in length, commencing in the parish of Saint Michael, in the town and county of the town of Southampton, by a junction with the railway (No. 1) by this Act authorised, at a point twenty-one yards or thereabouts, measuring in a direction due west from the southern corner of the building used as a bath house belonging or reputed to belong to the Corporation of Southampton and in their occupation, and one hundred yards or thereabouts, measuring in a north-westerly direction, from the centre of the public gateway or entrance to the Royal Pier, and terminating in the parish of Saint John, in the town and county of the town of Southampton, by a junction with the existing railway or tramway of the Southampton Harbour Board opposite or nearly opposite the south end of French Street ;

(3.) A railway (No. 3) 4·70 chains in length, wholly situate in the parish of Saint Mary, in the town and county of the town

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of Southampton, commencing by a junction with the existing railway or tramway of the Southampton Harbour Board at a point one hundred yards or thereabouts, measuring along that railway or tramway in a westerly direction, from a point thereon opposite and immediately to the north of the western corner of the existing boundary wall of the Southampton Docks, and terminating at or near the entrance gate of the Southampton Docks, seventeen yards or thereabouts, measuring in a southerly direction along that boundary wall from the said western corner thereof;

- (4) A railway (No. 4) 1 mile 1 furlong 3·60 chains in length, commencing in the parish of Whitchurch and county of Southampton by a junction with the railway (No. 1) by this Act authorised at a point four hundred and seventy-three yards or thereabouts, measuring in a westerly direction from the point of intersection of the road known as the Harrow Way (leading in a north-easterly direction from Newbarn Farm past Dirty Corner) by the road leading from Newbury to Whitchurch, known as the Newbury and Whitchurch Road, such point of intersection being seven hundred and seventy yards or thereabouts, measuring in a northerly direction along the Newbury and Whitchurch Road, from the mile-post on that road denoting one mile north from Whitchurch, and terminating in the same parish and county by a junction with the London and South-western Railway (Basingstoke and Salisbury Line), at a point on that railway two hundred and twenty yards or thereabouts, measuring along that railway in a westerly direction from a point opposite and immediately to the north of the north-west corner of the building used as the booking office of the South-western Company at Whitchurch Station;
- (5) A railway (No. 5), 10 miles 3 furlongs 9·60 chains in length, commencing in the parish of Burghclere and county of Southampton by a junction with the railway (No. 1) by this Act authorised at the point herein-before described as the commencement thereof, and terminating in the parish of Beenham and county of Berks by a junction with the Great Western Railway (Berks and Hants Extension) at a point on that railway five hundred and forty yards or thereabouts, measuring along that railway in an easterly direction, from a point opposite and immediately to the south of the distance post on that railway denoting forty-five miles from London;
- (6) A river wall or embankment, and roadway, commencing in the parish of All Saints, in the town and county of the town

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of Southampton, or on the foreshore adjoining that parish, at a point on the footpath running alongside and on the south side of the Southampton and Dorchester Branch of the London and South-western Railway one hundred and thirty yards or thereabouts, measuring in a westerly direction, from the west end of the southern platform at the Southampton West Station of the said branch railway, thence proceeding in a southerly direction for a distance of nine hundred and thirty yards or thereabouts, thence proceeding in an easterly direction for a distance of one hundred and three yards or thereabouts, and terminating in the parish of Saint Michael, in the town and county of the town of Southampton, at the Western Shore Road, thirty-seven yards or thereabouts, measuring in a northerly direction, from the south-west corner of the West Quay Tavern, in the occupation of George Hayward, and two hundred and seventy yards or thereabouts, measuring in a southerly direction, from the junction of Bargate Street (formerly Orchard Street) with the Western Shore Road ;

(7.) A street or road of access in continuation of the Western Shore Road, commencing thereon at a point two hundred and fifty yards or thereabouts measuring in a southerly direction from the junction of Bargate Street (formerly Orchard Street) with the Western Shore Road, and terminating at or near the north end of the Royal Pier, all in the parish of Saint Michael, in the town and county of the town of Southampton ;

(8.) The widening and reconstruction throughout its entire length of Bargate Street (formerly Orchard Street), in the parishes of All Saints and Saint Lawrence, or one of them, in the town and county of the town of Southampton.

Company
to construct
roadway in
parish of
Millbrook.

5. The Company shall construct and for ever maintain a roadway, to the satisfaction of the Corporation of Southampton, from Four Posts Hill in the parish of Millbrook, passing over the Southampton and Dorchester line of the London and South-western Railway, and terminating on the proposed river wall or embankment and roadway.

For the pro-
tection of the
owners of
the North
Stoneham
and Chil-
worth es-
tates.

6. In the construction and maintenance by the Company of railway No. 1 (in this section referred to as "the railway") the following provisions shall have effect and be observed for the protection of the trustees or other the owners for the time being of the North Stoneham and Chilworth Estates (in this section referred to as "the owners") (that is to say) :

1. Before opening the railway for traffic the Company shall construct a station with all necessary conveniences (equal

in accommodation at the least to any station that may be constructed by them at Twyford in the parish of Twyford) at or near to the point marked D on the plan signed by His Grace the Duke of Buckingham the Chairman of the Select Committee of the House of Lords to whom the Bill for this Act was referred and the Company shall thereafter maintain such station in a suitable condition for the accommodation of passengers goods and minerals and they shall at all reasonable times stop thereat not less than two trains each way every day other than Sundays Provided that if after the expiration of five years from the opening of the railway there is not traffic sufficient to justify the stopping of two trains each way per day the same may be reduced to one train each way per day ;

2. The Company shall before opening the railway for traffic construct a proper and sufficient road to the said station of the full width of thirty feet throughout and with no worse gradient than one in twenty and with proper fences on each side either from the point marked A on the said plan or (at the option of the owners to be declared in writing) as near as may be along the course of the old Roman road shown on the said plan between the points B and C marked thereon ;
3. The road when constructed shall be free and open at all times to the public and the owners shall be entitled to make any openings in the fences thereof or to construct any works which they may from time to time deem necessary for the purpose of obtaining access thereto from their adjoining lands ;
4. If the owners elect the road from point A they shall sell the necessary land therefor to the Company on the terms that the same be deemed to be taken under the powers in this Act contained with regard to the taking of lands by compulsion If the owners elect the road from B to C they shall give the necessary land therefor without charge ;
5. The road when constructed shall be maintained by and at the cost of the Company unless and until the same shall be dedicated to the public and taken over by the parish authorities ;
6. The owners shall have the exclusive right of sporting and preserving game on the banks of the railway so far as the same passes through the said estate together with the right to keep off and prosecute trespassers Provided always that nothing herein contained shall prejudice the right of the

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Company to the free use of the said banks for the purposes of their railway;

7. If any difference shall at any time arise between the owners and the Company with respect to any of the matters provided for by this section such difference shall be referred to and be determined by an arbitrator to be appointed by the Board of Trade on the application of either party.

For protection of Winchester school.

7. For the protection of the governing body of Winchester School and their property be it enacted as follows:—

1. The railway (No. 1) by this Act authorised shall between the point marked on the deposited plans of that railway nineteen miles four furlongs and the point marked on the same plans twenty miles three furlongs be made and for ever maintained in such direction as the governing body of Winchester School shall require Provided—

(a.) The railway shall be constructed within the limits of deviation by this Act authorised;

(b.) The railway shall be constructed on the east side of the Itchen Navigation and the centre line thereof shall not at any point be nearer to that navigation than sixty feet;

(c.) The railway shall not at any point take or form a curve having a radius of less than five furlongs;

2. No station buildings of any description shall be placed or made for the purposes of the railway (No. 1) by this Act authorised between the point marked on the deposited plans of that railway nineteen miles three furlongs and the point marked on the same plans twenty miles three furlongs and any sidings which may be placed or made between these points shall be on the east side of the line and there shall be no siding in any cutting between the said points;

3. The Company shall construct and for ever maintain across the top of any cutting between the said points such number of substantial and suitable foot bridges (not exceeding three) as the governing body of Winchester School shall (with the consent of the Dean and Chapter of the Cathedral Church of Winchester) require.

As to construction of railways where they cross or interfere with South-western Railway.

8. Whereas the railways No. 1 and No. 4 by this Act authorised (herein-after referred to as “the authorised railways”) are so laid out as to pass under or over or otherwise to interfere with various railways of the South-western Company as follows (that is to say):

(1.) The Basingstoke and Salisbury Railway (herein-after referred to as “the Salisbury Line”);

(2.) The main line from London to Southampton (herein-after referred to as the Southampton Line");

(3.) The Bishopstoke and Salisbury Railway; and

(4.) The Southampton and Dorchester Railway.

All of which said lines and the works in connexion therewith collectively, or any of them separately, are included in the term "the railways of the South-western Company."

Now, therefore, in constructing the authorised railways, the following provisions shall have effect:—

(A.) The Company shall not acquire any ownership of or in any land or property of the South-western Company, but the Company shall acquire, as after mentioned, only an easement or right for the making, maintaining, and using of the authorised railways, and the Company shall not enter upon or interfere with the railways of the South-western Company, or execute any work whatsoever, under, over, or affecting the same, or within thirty yards thereof, until there shall have been delivered to the South-western Company by the Company plans, drawings, and specifications (herein-after referred to as "the said plans") of the works (herein-after referred to as "the said works") intended to be executed under, over, or affecting those railways, which plans shall describe the manner of executing the said works, and the materials to be used for the purpose, nor until the said plans have been examined and approved in writing by the chief engineer of the South-western Company, or in the event of his failing to approve or disapprove the same for one calendar month after the said plans have been delivered to that Company, until the same have been examined and approved by an engineer to be appointed failing agreement by the President for the time being of the Institution of Civil Engineers. And the said works shall be executed by the Company at their sole expense, and shall respectively be subsequently maintained by the Company in all things according to the said plans as approved, under the superintendence and to the reasonable satisfaction of the chief engineer of the South-western Company, and if and whenever the Company fails to do so, after one month's notice in writing for that purpose (or in case of emergency without notice), the South-western Company may enter upon lands of the Company, and may therein and thereon, as well as upon their own lands, make, do, and execute any works which they from time to time may think requisite in that behalf, and the sums from time to time certified by their engineer to be the amount of

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- the expenditure in that behalf shall be repaid to them by the Company, and in default of full repayment, the amount due may be recovered with full costs by the South-western Company from the Company in any court of competent jurisdiction ;
- (B) The Company shall bear and on demand pay to the South-western Company the expense of the employment by them during the making of the authorised railways under, over, and adjacent to the railways of the South-western Company, of a sufficient number of inspectors and watchmen to be appointed by them for watching their railway with reference to and during the execution of the said works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations, or from the acts or defaults of any person or persons in the employ of the Company, or of their contractors with reference thereto, or otherwise ;
- (C) If by reason of any works or proceedings, or any act or omission of the Company or their contractors with reference to the authorised railways, there shall be any obstruction of or interference with the railways of the South-western Company so as to prevent or impede the convenient passage of engines and carriages along the same, the Company shall pay to the South-western Company the sum of thirty-five pounds by way of ascertained damages for every hour during which such obstruction or interference continues ;
- (D) The Company shall from time to time be responsible for and make good to the South-western Company all costs, losses, damages, and expenses, from time to time occasioned to the railways of the South-western Company, or the traffic thereon, or any person or persons using the same, or otherwise by reason of the execution or failure of any of the works of or incidental to the authorised railways respectively, or any act or omission of the Company, or any of the persons in their employ, or their contractors or others, and the Company shall effectually indemnify and hold harmless the South-western Company from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission ;
- (E) Any junction or communication to be at any time made between the authorised railways and the railways of the South-western Company, and all openings in the rails of the railways of the South-western Company, shall be made only at such point or points thereon as the Company and the South-western Company agree, and such communications and openings, and

all sidings, side lines, and works at or in connexion with any such junction or communication which may at any time be made, in so far as it may affect the railways or stations of the South-western Company, shall, whether on the land of the Company or on the land of the South-western Company, be made by the South-western Company at the sole expense of the Company, and except only so far as the Company and the South-western Company otherwise agree, or according to the terms and conditions from time to time agreed on between them, the same shall be for ever thereafter watched, worked, maintained, and kept in good repair by the South-western Company at the expense of the Company ;

- (F) The South-western Company may from time to time erect such signals, works, apparatus, and conveniences incident thereto, and appoint and remove such watchmen, signalmen, or other persons as that Company deem necessary for the prevention of danger to, or interference with, their railways or the traffic thereon at and in connexion with any such junction or communication, and the working and management of those junctions, or any of them, and of such signals and conveniences, whether on lands of the South-western Company or on lands of the Company, shall be under the exclusive management and regulation of the South-western Company, and all the expense of making, working, watching, and maintaining those junctions, and such signals and conveniences, and all incidental expenses connected therewith, shall be repaid by the Company to the South-western Company as regards the expense of the erection on the respective completion thereof, and as regards all such other expenses at the end of every half year, and in default of such repayment the amount of such expenses and wages may be recovered from the Company by the South-western Company in any court of competent jurisdiction ;
- (G) In the carrying of railway No. 1 under the Salisbury line of the South-western Company, the bridge shall be constructed so as to admit of not less than six lines of way being laid over the same ;

In the carrying of railway No. 1 under the Southampton line of the South-western Company, near the Winchester Junction of the Alton line, the bridge shall be constructed so as to admit of not less than four lines of way being laid over the same ;

In the carrying of railway No. 1 over the Southampton line of the South-western Company near Otterbourne the bridge

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shall be constructed with a span of not less than fifty feet measured on the square, and with fourteen feet clear headway above the levels of the rails of the South-western Railway;

In the carrying of railway No. 1 over the Bishopstoke and Salisbury line of the South-western Company the bridge shall be constructed with a span of not less than fifty feet measured on the square and with fourteen feet clear headway above the level of the rails of the South-western Railway;

In the carrying of railway No. 1 or in the construction of any bridge to carry a public or other carriage road over the Southampton and Dorchester line of the South-western Company the bridge shall be constructed with a span of not less than fifty feet measured on the square and with fourteen feet clear headway above the level of the rails of the South-western Railway;

With reference to the junction of railway No. 4 at Whitechurch the plans for the interchange station shall be designed so as not to interfere with the requirements of the South-western Company there and the enlargement of their station, and shall be submitted to the South-western Company for their approval.

(H) No land belonging to the South-western Company shall be taken by the Company without the consent in writing of the South-western Company under their common seal first had and obtained: Provided always, that the Company may purchase and take from the South-western Company, and that Company shall, if so required by the Company, grant in perpetuity to the Company an easement or right of using, for the purposes of the authorised railways, junctions and communications, and for the purpose of the works and conveniences necessary in connexion therewith, such parts of the lands of the South-western Company as are necessary for those purposes;

(I) Except as is by this Act expressly provided, this Act, or anything therein contained, shall not take away, lessen, alter, or prejudice any of the rights, privileges, powers or authorities of the South-western Company.

Providing
for junction
with London
and South-
western Rail-
way (Main
Line).

9. If the South-western Company so require, a junction shall be made by the Company between the railway No. 1 by this Act authorised, at or near the point marked on the deposited plans of that railway, fifteen miles five furlongs, and the London and South-western Railway (Main Line), at or near the junction of the Alton

Branch Railway with the said main line, and such junction shall be made according to plans to be approved by the engineers of the respective Companies, and, failing agreement, by an engineer to be appointed by the Board of Trade on the requisition of either Company. The South-western Company shall give all reasonable facilities to the Company for the construction of such junction.

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10. Notwithstanding anything herein or in the incorporated Acts contained it shall not be lawful for the Company nor any person acting under or in the execution of this Act to enter upon, occupy, or use, either permanently or temporarily, any of the lands, works, or property of the Great Western Company, or in any manner to alter, vary, or interfere with the railway of that Company, or the works of or connected therewith, without the consent of the Great Western Company under their common seal, save only for the purpose of effecting the junction of railway No. 5 by this Act authorised with the railway of the Great Western Company, and the Great Western Company may at any time or times hereafter, should it be necessary for them to do so, at their own expense, alter or remove such junction, and substitute a new junction therefor; but so as such alteration or removal or substituted junction shall not stop the traffic of the railway by this Act authorised, or unnecessarily interfere therewith, or cause increased expense to the Company in the working or maintenance of the junction or the substituted junction, as the case may be, or the signals, works, and conveniences connected therewith.

Not to take lands or interfere with railway of Great Western Company except for the purpose of junction.

11. For the purposes of the railway (No. 1) by this Act authorised, the quantity of land to be taken by the Company from Bullington Common, in the parish of Bullington, in the county of Southampton, shall not exceed one acre, and for the purposes of the same railway the quantity of land to be taken from the common or commonable lands known as Boyatt Mead, in the parish of Otterbourne, in the same county, shall not exceed one acre. And the quantity of land to be taken from the common or commonable lands known as Chilworth Common, in the parish of North Stoneham, in the same county, shall not exceed five acres, exclusive of that part of Chilworth Common under which the railway is to pass in tunnel.

Restriction as to common or commonable lands.

12. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifteen acres.

Lands for extraordinary purposes.

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Period for compulsory purchase of lands.
Power to deviate in construction of certain works.

Power to deviate in constructing embankment.

Inclination of roads.

Certain roads to be stopped up.

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

14. The Company may, in constructing the roadway, street, or road of access, and widening or reconstruction of Bargate Street, by this Act authorised, deviate the same respectively to the extent of the respective limits of deviation marked on the deposited plans, and may deviate from the respective levels shown on the deposited sections to any extent not exceeding five feet.

15. In constructing the river wall or embankment by this Act authorised the Company may, with the consent of the Board of Trade, but not otherwise, deviate the same to the extent of the limits of deviation marked on the deposited plans, and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

16. In altering for the purposes of this Act the roads next herein-after mentioned, the Company may make the same of any inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively ; (that is to say),

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
RAILWAY No. 1.			
2a	Kingsworthy	Public	1 in 14 on one side of the bridge and level on the other.
25	Otterbourne	Public	1 in 18 on one side of the bridge and level on the other.

17. The Company may stop up and discontinue the roads or highways herein-after mentioned respectively ; (that is to say),

No. on deposited Plan.	Parish.	Description of Road.
RAILWAY No. 1.		
4	Headbourne Worthy	Disused public road.
23	King's Worthy	
1	Saint Michael (Southampton)	Part of public road.

18. All rights of way over or along the several roads or highways, or portions thereof, which shall under the provisions of this Act be stopped up and discontinued, shall be and the same are as from such stopping up and discontinuance by this Act extinguished. A.D. 1882.
Extinguish-
ment of
rights of
way.

19. The site and soil of the roads or highways by this Act authorised to be stopped up and discontinued, and the fee simple and inheritance thereof, shall, from the time of the stopping up and discontinuance thereof respectively, and so far as the same are bounded on both sides by lands of the Company, be wholly and absolutely vested in the Company. As to vest-
ing of site
and soil of
roads stopped
up.

20. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act 1860 and of this Act, grant to the Company any easement, right or privilege, not being an easement of water, required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, as 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. Power to
take ease-
ments by
agreement.

21. The railways shall be made and maintained exclusively on the gauge of four feet eight inches and half an inch. Gauge of
railways.

22. If the railways are not completed within five years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for making and completing the railways, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof as is then completed. Period for
completion of
works.

23. The Company shall abandon the making of so much of the railway No. 1 authorised by the Act of 1880 as lies between a point in the parish of Burghclere, in the county of Southampton, marked twenty-four miles seven furlongs on the plans of that railway deposited with the respective clerks of the peace for the counties of Southampton and Berks with reference to that Act, such distance denoting twenty-four miles seven furlongs from the commencement of that railway, and the authorised junction of that railway with the London and South-western Railway (Main Line) in the parish of Overton, in the county of Southampton, shown on the plans deposited with reference to the Act of 1880; and also the railways numbered 4 and 5 respectively authorised by and described in section four of that Act; and on and after the passing of this Act the Company shall, except only as is by this Act other- Part of
authorised
railways to
be aban-
doned.

A.D. 1882. — wise expressly provided, be absolutely freed from all obligations with respect to or consequent on the making and maintaining of the said railways and portion of railway.

Compensation for damage to land by entry, &c.

24. The abandonment by the Company, under the authority of this Act, of any portion of any railway or works, shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which has been temporarily occupied by the Company to receive compensation for such temporary occupation, or for any loss, damage, or injury which has been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or in the Act of 1880.

Compensation to be made in respect of railways abandoned.

25. Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portions of the railways or works authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, the Company shall be released from all liability to purchase or to complete the purchase of any such lands, but, notwithstanding, full compensation shall be made by the Company to the owners and occupiers or other persons interested in such lands, for all injury or damage sustained by them respectively, by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act 1845, as amended by any subsequent Act, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

For compensating Melville Portal.

26. The Company shall pay to Melville Portal, or other the owner or owners for the time being of the Laverstoke Estate, in the parish of Whitchurch and other parishes in the county of Southampton, compensation in respect of the abandonment by this Act authorised of the portion of the railway No. 1 authorised by the Act of 1880, which was intended to pass through the said estate, and in respect of the non-performance of an agreement dated the second day of March, one thousand eight hundred and eighty, between the Company and the said Melville Portal, and the

amount of such compensation shall, failing agreement, be determined by arbitration in manner provided by the Railways Clauses Consolidation Act 1845. In determining such compensation the arbitrators shall take into their consideration all advantages which the owner of the said estate would have derived from the specific performance of the said agreement, and the making of the said portion of railway. A.D. 1882.

27. Notwithstanding anything contained in the Act of 1880 the Southern Section shall, from and after the passing of this Act, for all purposes be deemed to terminate in the parish of Burghclere, in the county of Southampton, at the point marked twenty-four miles seven furlongs on the plans of the Railway No. 1 authorised by the Act of 1880 deposited with the respective clerks of the peace for the counties of Southampton and Berks with reference to that Act. Re-defining Southern Section.

28. The railways and works by this Act authorised, shall, for all purposes of tolls, rates, and charges for the carriage of passengers, animals, goods, and minerals, be deemed to be part of the undertaking, railway, works, and property of the Company, as if the Company had by the Act of 1873 been authorised to acquire, make, and maintain the same: Provided always, that notwithstanding anything in this Act or the recited Acts contained, the Company may from time to time demand and take in respect of the railways by this Act authorised, and for carriages, waggons and trucks respectively conveying the same, and for locomotive engines or other power, and for all services performed by them thereon, or for any other matters with respect to traffic thereon, a like, but no greater amount of tolls, fares, rates, and other charges as by the London and South-western Railway Company's Amendment Act 1846, as amended by the 32nd and 33rd Victoria, cap. 86, the South-western Company are now authorised to demand and take for like traffic services and matters on or with respect to that Company's main line of railway. Tolls on new lines of railway. 9 & 10 Vict. c. cxxxi.

29. For the purposes of this Act the Company may, subject to the provisions of Part II. of the Companies Clauses Act 1863, from time to time raise any additional capital not exceeding in the whole one million pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock, or wholly or partially by any one or more of those modes respectively, but the Company shall not issue any share of less nominal value than ten pounds, nor shall any such share vest in the person or corporation accepting the same unless and until a sum not being less than Power for the Company to raise additional capital, &c.

A.D. 1882. the railway deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors, or survivor are or is in this Act referred to as the depositors), unless the Company shall previously to the expiration of the period limited by this Act for the completion of the railways open the same for the public conveyance of passengers: Provided, that if within such period as aforesaid the Company open any portion of the railways for the public conveyance of passengers, then on the production of a certificate of the Board of Trade specifying the length of the portion of the railways opened as aforesaid, and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion that the length of the railways so opened bears to the entire length of the railways, the Chancery Division shall, on the application of the depositors, or the majority of them, order the portion of the railway deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed anything in the above-mentioned Act to the contrary notwithstanding.

Application
of railway
deposit.

37. If the Company do not previously to the expiration of the period limited for the completion of the railways complete and open the same for the public conveyance of passengers, then and in every such case the railway deposit fund or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railways or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation is payable, or if a portion of the railway deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the railway deposit fund, or such portion thereof as may not be required as

aforesaid, shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the Chancery Division if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided, that until the railway deposit fund has been repaid to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

A.D. 1882.

38. On the application of the depositors by petition in a summary way at any time after the passing of this Act the Court may and shall order that the embankment deposit fund and the interest and dividends thereon shall be transferred to the depositors or to any other person or persons whom the depositors may appoint in that behalf.

Application
of embank-
ment deposit.

39. In addition to the railway deposit fund if the Company fail within the period limited by this Act to complete the railway, and the Company shall during the year then last past have paid dividends on its ordinary share-capital, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway not so completed; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, or by the Solicitor of Her Majesty's Treasury, and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854, and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section, to an account opened or to be opened in the name and with the privity of the Paymaster-General of the Chancery Division of the High Court of Justice in England, in the bank and to the credit specified in such warrant or order, and shall not be paid thereout except as herein-after provided; but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be

Penalty
imposed
unless the
line is
opened
within the
time limited.

17 & 18 Vict.
c. 31.

A.D. 1882. — obtained from the Board of Trade that the Company were prevented from completing or opening such railway by unforeseen accident or circumstances beyond their control: Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application
of penalty.

40. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway or any portion thereof, or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation has been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no such compensation is payable, or if a portion of the sum or sums of money recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money so recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty, and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the said Chancery Division thinks fit to order on the application of the Solicitor of Her Majesty's Treasury, and be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the said Chancery Division, if the Company is insolvent, and has been ordered to be wound up, or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company, for the benefit of the creditors thereof.

Providing
for separation
of under-
taking.

41. The Southampton Section shall, subject to the provisions of this Act, form a separate undertaking distinct and apart from the rest of the undertaking of the Company.

Providing
for manage-
ment of
separate
undertaking.

42. Provided always, that the directors of the Company shall have the working and management of the affairs of the Southampton Section, and they and any committees appointed by them for the purposes of that undertaking shall have and shall exercise all such and the same powers with respect thereto as they have or might have or exercise with respect to the rest of the undertaking of the Company.

43. The terms and conditions upon which the Southampton Section shall be worked and managed by the Company, and the dividends or annual or other sums to be paid to or upon the shares or stock constituting the said separate capital out of the gross receipts arising from traffic passing as well upon or over the Southampton Section as upon or over that section and the other railways of the Company, and the payments to be made in respect of the use of the Southampton Section for the traffic of the Company, shall be such as shall be defined and settled by an extraordinary general meeting of the Company duly convened with notice of the object, and the substance of such terms and conditions shall be endorsed upon the certificates of the shares or stock constituting the separate capital of the Southampton Section upon the issue of the same. A.D. 1882.
Prescribing
how terms
to be settled.

44. The Southampton Section and the revenue arising therefrom shall not be liable for any mortgage or debenture debt or other charge upon any other part of the undertaking of the Company, or for the payment of interest thereon, and no mortgagee or creditor of the Southampton Section shall have any claim on or against any other part of the undertaking of the Company. Separate
undertaking
not liable for
mortgages
on other
parts of
undertaking.

45. Separate accounts shall be kept of the capital and revenue of the Southampton Section, and of the payments made in respect to the said capital and revenue in the same form as nearly as may be and subject to the same conditions as such accounts would be kept if the Southampton Section belonged to an independent company. Providing
for separate
accounts.

46. After the opening of the Southampton Section for public traffic the Company shall work the same and convey traffic thereon in a proper manner, and so as fairly to accommodate and develop the traffic of the district to be served by the Southampton Section. In case any difference shall arise between the Company and holders of stock or shares in the separate capital to an amount not less in the aggregate than fifty thousand pounds with respect to the working or non-working, or insufficient working by the Company of the Southampton Section, or otherwise in relation thereto, whereby the holders of such shares or stock deem themselves to be injuriously affected, such difference shall be settled by an arbitrator to be appointed by the Board of Trade on the application of either party, and such arbitrator shall have full power to settle and determine any such difference, and to order the Company to do or to abstain from doing all such acts, matters, and things as he shall think fit, and to make such order Southamp-
ton Section
to be worked
in an efficient
manner.

A.D. 1882. with respect to the costs of such arbitration as he shall think just. In case the Company make default in complying with any such order within the time thereby prescribed, then and in every such case the Company shall for every such default be liable to a penalty not exceeding fifty pounds, and to a further penalty not exceeding fifty pounds for every day after the first during which such default shall continue.

Contingent
reduction of
borrowing
powers in
respect of
Southern
Section.

47. If and so far as the capital authorised to be raised by shares for the purposes of the Southern Section is not required for the purposes of that section, or (if Parliament shall so authorise) for the purposes of the Newbury Section, or of the general undertaking, the powers of the Company to borrow money in respect of the Southern Section capital shall be reduced and extinguished to the extent of ten thousand pounds in respect of every thirty thousand pounds not so required.

Power to use
certain por-
tion of
railway.

48. The Company and all companies and persons lawfully working the railways, or any part thereof, may run over and use, with their engines and carriages of every description, and with their clerks, officers, and servants for the purposes of traffic of all kinds, the portion of railway herein-after mentioned (that is to say):

So much of the London and South-western Railway (Basingstoke and Salisbury Line) as lies between the junction of the Railway No. 4 by this Act authorised therewith and the Whitchurch Station and that station.

And all sidings, platforms, points, signals, junctions, and roads, water, engines, engine sheds, standing room for engines, booking and other offices, warehouses, machinery, works, and conveniences connected with such portion of railway as aforesaid; and the Company to whom such portion of railway belongs, shall make all necessary arrangements for those purposes, and afford all reasonable facilities and perform all reasonable services for the passage, reception, delivery, and transmission of traffic over their railways to and from the railways of the Company, and make provision for the use of booking offices at the stations on such portion of railway and all other matters necessary for facilitating the traffic of the Company and of such other companies or persons working the railways of the Company as aforesaid.

Terms of
such use.

49. The terms, conditions, and regulations to which the Company, and such other Companies or persons as aforesaid, shall be subject in respect of the said use, facilities, and services, and the

tolls or other considerations to be paid by them for the same, shall, if not agreed upon between them and the Company to whom such portion of railway belongs, be from time to time determined by an arbitrator to be appointed by the Board of Trade, on the application of either of the said companies, and the decisions of such arbitrator shall be binding and conclusive on all the parties in difference; and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct, and either of the said companies who shall refuse or neglect to perform, observe, and conform to any decision given or regulation made by any such arbitrator in the premises, shall forfeit and pay to such person or company, as the arbitrator shall determine, any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

A.D. 1882.

50. In exercising the powers herein-before granted it shall not be lawful for the Company or any other company or persons lawfully working the railways of the Company, unless with the consent in writing of the Company to whom the portion of railway belongs, to take up at any station of the same last-mentioned Company upon the portion of railway herein-before specified, any passengers, parcels, animals, goods, or minerals, and to deliver the same at another station of the same Company; and if the Company or any such other company or person violate this enactment they shall, for every such violation, pay to the Company, to whom the portion of railway belongs, fifty pounds by way of penalty.

For protecting local traffic.

51. During the exercise of the running powers herein-before granted, the railways of the Company and the railway of such other company shall, for the purposes of short distance tolls and charges, be considered as one railway, and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railways and partly on the railway of such other company for a less distance than four miles, tolls and charges may only be charged as for four miles; and in respect of passengers, for every mile or fraction of a mile beyond four miles, tolls and charges as for one mile only; and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond four miles, tolls and charges as for a quarter of a mile only; and no other short distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railways and partly on the railway of such other company.

Tolls on traffic conveyed partly on the railways and partly on the railway of another company.

52. The South-western Company may run over and use, with their engines and carriages, waggons, officers and servants, and

Power to use certain railways and

A.D. 1882. for the purposes of traffic of all kinds, the railways and portions of the railways of the Company herein-after mentioned (that is to say) :
 portions of railways of the Company.

1. Any junction (in this section called "the Junction Railway") which may be made by the Company between the Railway No. 1 by this Act authorised, at or near the point marked on the deposited plans of that railway fifteen miles five furlongs and the London and South-western Railway (Main Line), at or near the junction of the Alton Branch Railway with the said main line ;
2. So much of the railways of the Company as lie between the Junction Railway and the station at or immediately north of the junction of Railway No. 4 with Railway No. 1, including that station ;
3. Railway No. 4 ;
4. The stations of the Company, and the sidings, platforms, points, signals, junctions and roads, water, engines, engine-sheds, standing-room for engines, booking and other offices, warehouses, machinery, works and conveniences upon or connected with such railways and portions of railways as aforesaid.

And the Company shall make all necessary arrangements for those purposes, and afford all reasonable facilities, and perform all reasonable services for the passage, reception, delivery, and transmission of traffic over those railways and portions of railways to and from the railway of the South-western Company, and make provision for the use of booking offices at the stations on such railways and portions of railways, and all other matters necessary for facilitating the traffic of the Company, and of the South-western Company.

Terms of such use.

The terms, conditions, and regulations to which the Company and the South-western Company as aforesaid shall be subject in respect of the said use, facilities, and services, and the tolls or other considerations to be paid by them for the same, shall, if not agreed upon between them and the South-western Company, be from time to time determined by an arbitrator to be appointed by the Board of Trade on the application of either of the said Companies, and the decisions of such arbitrator shall be binding and conclusive on the parties, and the costs and expenses of such arbitration shall be defrayed as the arbitrator shall direct, and if either of the said companies shall refuse or neglect to perform, observe, and conform to any decision given or regulation made by any such arbitrator in the premises, they shall forfeit and pay to such person or company

as the arbitrator shall determine any sum not exceeding fifty pounds for every such offence, and twenty pounds for every day during which such offence shall continue.

A.D. 1882.

53. In exercising the powers herein-before granted, it shall not be lawful for the South-western Company, unless with the consent in writing of the Company, to take up at any station of the Company, upon any portion of the railway to be run over by the South-western Company as aforesaid, any passengers, parcels, animals, goods, or minerals, and to deliver the same at another station of the Company; and if the South-western Company violate this enactment, they shall for every such violation pay to the Company fifty pounds by way of penalty.

For protecting local traffic.

54. The Company and the Southampton Dock Company may, subject to the approval of the Board of Trade, make and carry into effect contracts and agreements for the use by the Company, with their engines and carriages, clerks, officers, and servants, and for the purposes of traffic of all kinds, of the tramways belonging to the Southampton Dock Company on such terms and subject to such conditions as may be mutually agreed upon.

Power to enter into agreements with Southampton Dock Company for use of their tramways.

55. The powers conferred on the Company by sections fifty-six and fifty-seven of the Act of 1880, and all the provisions of those sections with respect to the interchange, transmission, and accommodation of traffic with and over the South-western Company and their railways, shall so far as applicable extend and apply to the railways by this Act authorised.

Extending to this Act certain provisions of the Act of 1880.

56. 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 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 the Company have so made known their intention.

Company to give notice before taking dwellings of labouring classes.

57. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) provide sufficient accommodation elsewhere for such person or persons, and they may contribute towards the costs or expenses of erecting or providing houses or

Company to provide accommodation for persons of the labouring classes to be displaced.

A.D. 1882. — buildings for such accommodation for any company, body, or person: Provided always, that if any question arises as to the sufficiency of such accommodation, the same shall be determined by a justice, and the Company may apply for the purposes of this section any moneys they may have already raised, or which they are empowered to raise under the authority of this Act, and which are not required for the purposes for which they were raised.

Number of
directors.

58. Section forty-seven of the Act of 1880 is hereby repealed, and the number of directors shall be not less than five nor more than twelve, as the Company may from time to time at any ordinary meeting determine.

Qualification
of directors.

59. Section sixteen of the Act of 1873 is hereby repealed, and the qualification of a director shall be the possession in his own right of not less than one hundred shares.

Quorum of
directors.

60. If the number of directors be five the quorum of a meeting of directors shall be three, but if the number of directors be more than five the quorum of a meeting of directors shall be five.

Directors.

61. Lieutenant-Colonel Sir Robert James Loyd-Lindsay, K.C.B., V.C., John Walter, Francis George Viscount Baring, Sir Julius Vogel, K.C.M.G., George Palmer, John Henry Cooksey, George Thomas Harper, Thomas Edward Howe, William Howley Kingsmill, William George Mount, and two other duly qualified persons to be nominated in that behalf by them or the majority of them and consenting to such nomination, shall be the directors of the Company, and shall continue in office until the first ordinary meeting, to be held within twelve months after the passing of this Act; at that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act or nominated as aforesaid or any of them, or may elect a new body of directors, or directors to supply the places of those not continued in office, the directors appointed by this Act or nominated as aforesaid being, if qualified, eligible for re-election, and at the first ordinary meeting to be held in every year after the first ordinary meeting to be held as aforesaid the shareholders present in person or by proxy shall, subject to the provisions of this Act for varying the number of directors, elect persons to supply the places of the directors then retiring from office, agreeably to the provisions of the Companies Clauses Consolidation Act 1845, and the several persons elected at such meeting, being neither removed, nor disqualified, nor having resigned, shall continue to be directors

until others are elected in their stead in manner provided by the same Act. A.D. 1882.

62. The terms of agreement set forth in the First Schedule to this Act are hereby confirmed and made binding on the Company and the Corporation of Southampton as if the same were contained in an agreement duly entered into by those parties and confirmed by Act of Parliament, and the agreement dated the eighth day of November, one thousand eight hundred and eighty-one, and made between the same parties, is hereby declared to be null and void so far as the same differs from the terms of agreement hereby confirmed. Confirming agreement with Corporation of Southampton.

63. The agreement set forth in the Second Schedule to this Act is hereby confirmed and made binding on the Company and the Southampton Harbour Board. Confirming agreement with Southampton Harbour Board.

64. Nothing in this Act contained shall extend or be construed to extend to affect, prejudice, alter, abridge, or take away any rights, estates, powers, immunities, and advantages or privileges whatsoever belonging or appertaining to the Corporation of Southampton or to the Southampton Harbour Board, except as expressly provided by this Act. Saving rights of Corporation and Harbour Board.

65. The agreement and memorandum between the Company and the Great Western Company contained in the Third Schedule to this Act are hereby confirmed and made binding, and full effect may and shall be given thereto. Confirming agreement with Great Western Railway Company.

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

67. 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 twenty, twenty-one, and twenty-two of the Crown Lands Act 1866, and belonging to or exerciseable on behalf of Her Majesty, Her heirs and successors. Saving rights of Crown under 29 & 30 Vict. c. 62.

A.D. 1882.

Classification
table to be
open to in-
spection and
copies to be
sold.

68. The book tables or other document in use for the time being containing the general classification of goods carried by goods or merchandise train on the railways shall during all reasonable hours be open to the inspection of any person without the payment of any fee at every station at which goods or merchandise are received for transmission and such book tables or other document as annually revised shall be kept on sale at the principal office of the Company at a price not exceeding one shilling.

Accounts to
be rendered
as to terminal
charge.

The Company shall within one week after application in writing made to the secretary of the Company by any person interested in the carriage of any goods which have been or are intended to be carried over the railway render an account to the person so applying in which the charge made or claimed by the Company for the carriage of such goods shall be divided and the charge for conveyance over the railway shall be distinguished from the terminal charges if any and if any terminal charge is included in such account the nature and detail of the terminal expenses in respect of which it is made shall be specified.

Penalty.

If the Company fail to comply with the provisions of this section they shall for each offence and in the case of a continuing offence for every day during which the offence continues be liable to a penalty not exceeding five pounds which penalty shall be recovered and applied in the same manner as penalties imposed by section 14 of the Regulation of Railways Act 1873.

36 & 37 Vict.
c. 48.

Interest not
to be paid on
calls paid up.

69. The Company shall not out of any money by this Act authorised to be raised pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him, but nothing in this Act shall 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.

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

70. The Company shall not, out of any money which they are by any Act authorised to raise, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Provision as
to general
Railway
Acts.

71. Nothing in this Act contained shall exempt the Company or the railways from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies now in force, or which may hereafter pass during

this or any future Session of Parliament, or from any future re- A.D. 1882.
vision or alteration, under the authority of Parliament, of the —
maximum rates of fares and charges or the rates for small
parcels authorised to be taken by the Company.

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

A.D. 1882.

SCHEDULES referred to in the foregoing Act.

FIRST SCHEDULE.

TERMS OF AGREEMENT made the eighth day of November 1881 between the mayor aldermen and burgesses of the borough of Southampton (who are herein-after called "the Corporation") of the one part and the Didcot Newbury and Southampton Junction Railway Company (who are herein-after called "the Railway Company") of the other part :

WHEREAS the Railway Company have applied to Parliament to authorise an extension of the Didcot Newbury and Southampton Junction Railway viâ Winchester to Southampton with a loop line from Burghclere to Aldermaston and it is intended that such line of railway if authorised shall pass over certain mudlands lying between Blechynden and the Town Quay in the borough of Southampton, which mudlands are the property or under the control of the Corporation subject to such rights as exist over or are affecting the same :

And whereas the Corporation in council assembled, being of opinion that the construction of such line of railway will be for the advantage of the Corporation and the inhabitants of the borough, have agreed to convey or release to the Railway Company all their interest in so much of the mudlands as may be required for the construction of the said railway and station herein-after mentioned, not exceeding in the whole, exclusive of the roadway herein-after mentioned, thirty acres, in consideration of the advantages to the borough of Southampton herein-after stipulated for, and conditionally upon the Act authorising the construction of the said railway over the said mudlands being obtained in the next Session of Parliament :

Now these presents witness, and it is hereby mutually agreed between the parties hereto, as follows :

1. If and when the Railway Company shall have obtained Parliamentary powers to take the same the Corporation will without any other payment or consideration than the construction of the works herein-after agreed to be made by the Railway Company convey or release to the Railway Company all their interest in such portions of the mudlands lying between Blechynden and the Town Quay as may be required for constructing the line of the railway with the intended station and approaches at or near the bottom of Bargate Street hitherto known as Orchard Street, not exceeding in the whole thirty acres of such mudlands as the said mudlands with the line of railway and position of the railway station as at present proposed are delineated on the plans hereunto annexed, but such plans are for convenience of reference only

and not intended to bind the Railway Company as to the precise line of the railway or works : A.D. 1882.

2. The Railway Company will, before opening of the railway for public use, make to the satisfaction of the Corporation, on ground to be provided by them free of expense to the Railway Company, along the line where the mudlands lying between Blechynden and the West Quay are crossed by the railway and works, a solid or close embankment sufficient to carry the public quay or roadway and other works herein-after agreed to be constructed and also a public footway or approach of not less than ten feet in width and eight feet in height under the said railway between Liverpool Street and the said public quay or roadway or as near thereto as the engineer of the Company may determine to be practicable. And will also make all proper drains and landing places, works, and conveniences to the said quay or roadway and footway :

3. Subject to the provisions of the Railways Clauses Consolidation Act 1845, the Railway Company will at their own expense and before the opening of the railway for public use construct, to the reasonable satisfaction of the Corporation, a public quay or roadway between the points marked A and B on the said plan. The said quay or roadway shall be not less than sixty feet in width in every part thereof and shall be similar to and in continuation of the Western Shore Road at Blechynden and shall be provided with proper approaches to be constructed by the Railway Company from Blechynden and from the town quay, to the reasonable approval of the Corporation, and so as to make the said quay or roadway a proper continuation of the existing public walk at Blechynden. The Railway Company shall also cause the said quay or roadway and footway to be provided with steps, lamps, landing places, and other conveniences so as to afford sufficient accommodation to the public of a similar character to those which are afforded on the existing public walk for landing and embarking and for landing and embarking of goods, wares, and merchandise thereon and therefrom and for access thereto. And also shall and will for ever maintain such footway as aforesaid to the reasonable satisfaction of the Corporation :

4. Nothing herein contained shall be deemed to interfere with, prejudice, or take away any of the rights, powers, or authorities vested in the Corporation for the protection of the property of the Corporation or the inhabitants of the borough except as is herein-before expressly provided, and nothing herein contained shall prejudice the rights, powers, and authorities vested in, belonging to, or exercised by the Southampton Harbour Board :

5. The Railway Company shall cause to be inserted in the Act of Parliament to be applied for by them empowering them to take the said mudlands proper and sufficient clauses for confirming this agreement, and providing for the due execution thereof by the Railway Company :

6. Nothing in this agreement shall prejudice or restrict the right of the Railway Company to take any further portion of the said mudlands, as well as any other property of the Corporation, in pursuance of the powers for that purpose to be contained in the said Bill :

A.D. 1882. 7. All costs relating to the negotiations for preparation and execution of this agreement, and all costs incurred by the Corporation in watching by the town clerk the progress of the intended Bill through Parliament, for the purpose of giving effect to this agreement, shall be borne by the Railway Company.

SECOND SCHEDULE.

THIS AGREEMENT, made the tenth day of May, one thousand eight hundred and eighty-two, between the Didcot Newbury and Southampton Junction Railway Company (herein-after called "the Company") of the one part, and the Southampton Harbour Board (herein-after called "the Board") of the other part.

WHEREAS by the Didcot Newbury and Southampton Junction Railway Act 1873, the Company were incorporated, and were authorised to make and maintain certain railways and works in the counties of Berks and Southampton, and by the Didcot Newbury and Southampton Junction Railway Act 1876, and the Didcot Newbury and Southampton Junction Railway Act 1880, further powers were conferred upon the Company :

And whereas by the Southampton Harbour Act 1863, the Board was constituted, and by the Southampton Harbour Act 1877, further powers were conferred on the same, and under and by virtue of the said Acts the Board now own, control, and manage a certain pier in Southampton, called or known as "the Royal Pier," and certain ways and approaches, and also certain tramways in connexion therewith, and levy tolls and dues in respect thereof :

And whereas by a Bill now pending in Parliament, intituled "the Didcot Newbury and Southampton Junction Railway Bill" (herein-after called "the Company's Bill"), power is sought for the Company to construct (inter alia) certain works described in clause five thereof, and therein distinguished by the numbers 1, 2, and 3, and herein-after called the Company's works :

And whereas by another Bill now pending in Parliament, intituled "the Southampton Harbour Bill" (herein-after called "the Board's Bill"), power is sought by the Board to construct (inter alia) certain works described in clause five thereof, and therein distinguished by the numbers 1, 2, 3, 4, and 5, and herein-after called "the Board's works" :

And whereas part of the Company's work No. 1, corresponds with and is intended to effect the same object as the Board's work No. 5, and the Company's works Nos. 2 and 3 correspond with and are intended to effect the same object as the Board's works Nos. 1, 2, 3, and 4 :

And whereas it is desirable, in the interests of the Company and of the Board, that the agreement herein-after contained should be made by and between the Company and the Board with reference to the construction of the said works respectively, in the event of the Company's Bill passing into law in the present session :—

Now this agreement witnesseth, and it is hereby agreed by and between the parties hereto for the consideration herein-after appearing as follows (that is to say) :

1. The Company shall, if they shall become duly authorised so to do, at their own expense, make and construct the part herein-before referred to of their work No. 1, which corresponds with the Board's work No. 5, and shall also, at their own expense, for ever maintain the same in fair and substantial working order and condition.

2. When and so soon as the said part of the Company's work No. 1 shall have been constructed as aforesaid, the same shall, without any payment by the Board to the Company in that behalf, but subject to the rights to be exercised by the Company as herein-after provided, become and be vested in the Board, and become and be the absolute property of the Board, and for all purposes of tolls, rates, dues and charges, and all other purposes be deemed to form part of the Board's Royal Pier and (subject to the provisions and limitations herein-after contained as to the use of the railways or tramways thereon) be under the jurisdiction, control, and authority of the Board as if the same had been constructed by the Board under the authority given by the Board's Bill in that behalf.

3. The execution of the said part of the Company's work No. 1 by the Company as aforesaid shall be deemed to be in substitution for all purposes of the execution by the Board of the Board's work No. 5 ; and if and when this agreement shall have taken effect as aforesaid, the Board shall not exercise any powers vested or to be vested in them for the execution of the last-mentioned work.

4. The Company shall at all times hereafter have the absolute and exclusive right, free from any payment therefor, to work and use all the tramways and railways on their work No. 1, or forming part of the same, and to regulate and control the management thereof, and the traffic therewith connected, in as ample and complete a manner as if the said tramways and railways formed a part of the Company's undertaking ; but the Company shall not have any exclusive right of user of the water frontages adjoining the said work, or of any pontoon or water conveniences connected therewith.

5. It shall be lawful for the Company at any time, at their own expense to make and construct such additional railways, tramways, sidings, works, and other conveniences on the said part of the Company's work No. 1, and not interfering with the water frontages, as they shall deem expedient for the purposes of their traffic.

6. The Board shall, so far as they shall have power so to do, make such provisions and regulations as shall insure good and uninterrupted access to and accommodation at any pontoon or pontoons connected with the Company's

A.D. 1882. work No. 1, for steamboats and other vessels, to whomsoever such vessels may belong, and whether or not used in connexion with the traffic of the Company.

7. The Board shall, if they shall become duly authorised so to do, at their own expense, make, construct and maintain their works Nos. 1, 2, 3, and 4, and shall complete the same contemporaneously with the completion of the Company's work No. 1; and on the completion thereof (in accordance with this agreement) the Company's powers with reference to the Company's works Nos. 2 and 3 shall cease and determine: Provided always, that the connexion between the Board's work No. 1 and the Company's work No. 1 shall be effected to the reasonable satisfaction of the Company's engineer.

8. The Company shall have the use, jointly with any other company and persons authorised by the Board of the Board's Royal Pier and the approaches thereto, on terms and conditions not less favourable than such as are imposed upon such other company or persons; and it shall be lawful for the Company to make and maintain such connexions or sidings as may be necessary to enable them to exercise such user.

9. Upon and from completion of the Company's work No. 1, and the Board's works Nos. 1, 2, 3, and 4, the Company shall at all times be entitled in common with the Board and all other companies and persons authorised by them, to run over and use with their engines and carriages, waggons, officers, and servants, and for the purposes of traffic of all kinds, the existing tramways of the Board, and the Board's works Nos. 1, 2, 3, and 4, upon and subject to such terms, conditions, and regulations, not being more onerous than the terms, conditions, and regulations imposed on any other company in respect of similar traffic, as shall from time to time be agreed upon between the Company and the Board, or, as failing agreement, shall be from time to time determined by arbitration: Provided always, that in respect of such user the Company shall comply with all the requirements and provisions regulating or affecting the use of the said tramways imposed by or by virtue of any Act of Parliament relating thereto; and shall indemnify the Board from all liability, claims, and demands in respect thereof.

10. All costs, charges, and expenses of and incident to this agreement, and the confirmation thereof by Parliament, incurred by the Board, shall be paid by the Company to the Board.

11. The parties hereto shall use their best endeavours to procure that this agreement shall be scheduled to the Company's Bill, and also to the Board's Bill, subject to such alterations, additions, and modifications as Parliament shall approve or impose: Provided that if the same be added to, modified, or altered in any important respect, it shall be lawful for either of the parties hereto to decline to be bound thereby, and the same shall thereupon, save as is provided by Article 10 as to the payment of costs by the Company, be wholly void.

12. Provided always, and it is hereby expressly agreed and declared, that if the Company's Bill or so much thereof as authorises the extension of the railway of the Company, and the construction of the proposed works by the

Company, shall not pass into law in the present session this agreement shall, A.D. 1882.
save as is provided by Article 10 as to the payment of costs by the Company,
be wholly void.

13. If any dispute, question, difference, or controversy, shall at any time arise between the Company and the Board touching the construction or performance, or in anywise arising out of this agreement, then and in every or any such case the matter in difference shall be referred to arbitration under and according to the provisions of the Railways Clauses Consolidation Act 1845, and as if the Board were a railway company.

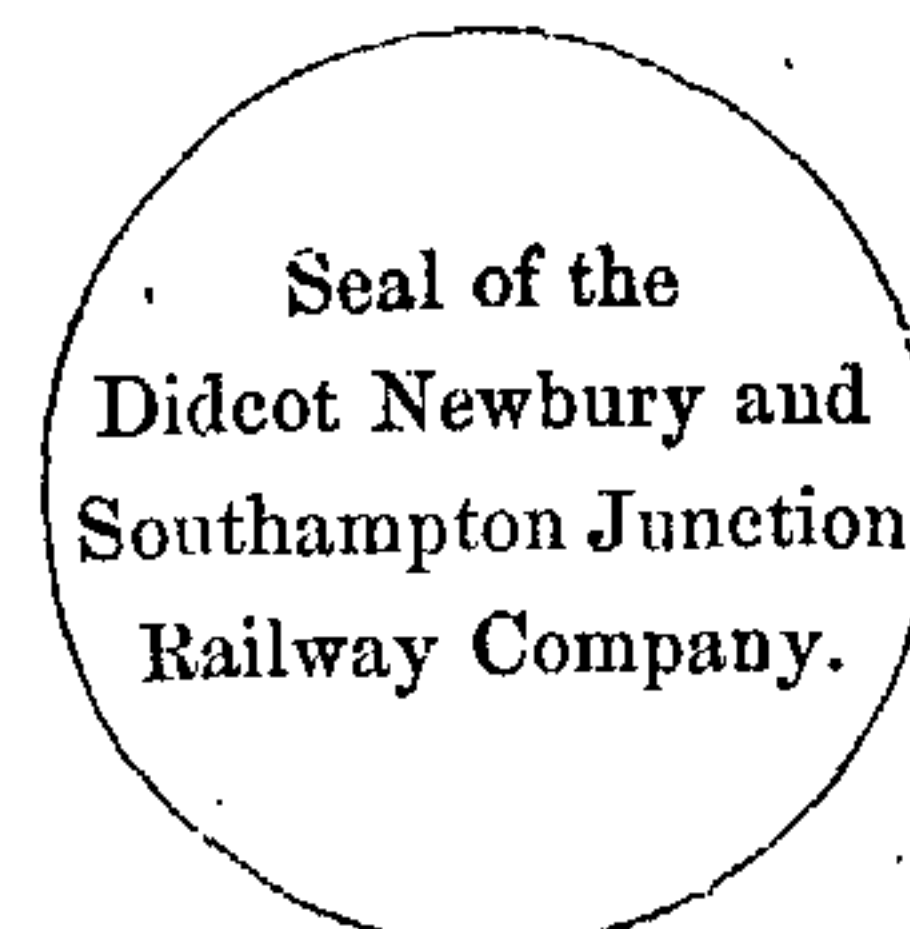
Entered—

A. H. SKELTON,
Clerk,
Southampton Harbour Board.



R. LOYD-LINDSAY,
Chairman.

CHAS. H. BINGHAM,
Secretary.



THIRD SCHEDULE.

ARTICLES of AGREEMENT made the 4th day of May 1882 between the Didcot Newbury and Southampton Junction Railway Company (herein-after called "the Didcot Company") of the first part and the Great Western Railway Company (herein-after called "the Great Western Company") of the second part.

WHEREAS the Didcot Company were incorporated by the Didcot Newbury and Southampton Junction Railway Act 1873 and were by that Act as amended by the Didcot Newbury and Southampton Junction Railway Act 1876 authorised to construct the railways therein described and by the Didcot Newbury and Southampton Junction Railway Act 1880 they were authorised to construct in substitution for the railways authorised by the said Act of 1873 amongst others the following railways with all proper stations sidings approaches works and conveniences connected therewith viz:—

- (1.) A railway commencing in the parish of Hagbourne otherwise East Hagbourne in the county of Berks by a junction with the Great Western

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Railway at a point thereon on the east side of Didcot Station at or near the distance post on that railway denoting fifty-two and a half miles from London and terminating in the parish of Overton in the county of Hants by a junction with the main line of the South-western Railway (herein-after called the Southampton line) at a point thereon one hundred and twenty yards or thereabouts measuring along that railway in a northerly direction from the distance post on that railway denoting fifty-seven miles from London.

- (2.) A railway wholly situate in the parish of Thatcham (Chapelry of Greenham) commencing by a junction with Railway No. 1 above described in a field belonging or reputed to belong to W. J. Cowper and in the occupation of E. Cox numbered 42A in the parish of Thatcham on the plans deposited with reference to the Act of 1873 at a point in that field three hundred and twenty yards or thereabouts measuring in an easterly direction from the flour mills in the occupation of J. C. Fidler and one hundred yards or thereabouts from the River Kennet and terminating by a junction with the Berks and Hants section of the Great Western Railway at a point thereon eight hundred and twenty yards or thereabouts measuring along that railway in a westerly direction from the distance post denoting fifty-two miles from London.
- (3.) A railway wholly situate in the parish of Enborne in the county of Berks commencing by a junction with the Great Western Railway at a point thereon two hundred and twenty yards or thereabouts measuring along that railway in an easterly direction from the distance post on that railway denoting fifty-four miles from London and terminating by a junction with Railway No. 1 above described at a point at the fence on the north side of the public road leading from Newbury to Enborne village seven hundred and fifty yards or thereabouts measuring along that road in a westerly direction from the junction of that road with the road leading to Enborne House over the Great Western Railway.
- (4.) A railway wholly situate in the parish of Whitchurch in the county of Hants commencing by a junction with Railway No. 1 above described in a field belonging or reputed to belong to Edward Edwards and in the occupation of William Lunn situate on the south side of a road leading from Whitchurch to Basingstoke seven hundred and twenty yards or thereabouts measuring in an easterly direction from the junction of that road with the road leading from Whitchurch to Newbury and three hundred and twenty yards or thereabouts measuring in a westerly direction from the northern corner of Winterhill Plantation and terminating by a junction with the Basingstoke and Salisbury Line of the South-western Railway (herein-after called the Salisbury Line) at a point thereon seventy yards or thereabouts measuring in a westerly direction along the line of that railway from the distance post on that railway denoting fifty-nine miles from London.
- (5.) A railway wholly situate in the parish of Whitchurch in the county of Hants commencing by a junction with the Railway No. 4 above described at a point in the fence on the north side of the Salisbury Line seventy yards or thereabouts measuring in an easterly direction from the distance

post on that railway denoting fifty-nine miles from London and terminating by a junction with the Railway No. 1 above described at a point on the north side of the turnpike road leading from Whitechurch by Overton to Basingstoke one hundred and thirty yards or thereabouts measuring in a westerly direction along that road from its junction with the road or approach leading to the entrance to the grounds of the Union Work-house.

A.D. 1882.

Provided always that so much of Railway No. 1 as is situate between the junction of Railway No. 2 therewith at the commencement of that railway and the junction of Railway No. 3 with Railway No. 1 shall not be constructed unless with the previous consent in writing of the Great Western Company.

And whereas by the said Act of 1880 it is provided that the undertaking of the Company shall be divided into two sections as follows that is to say—

- (1.) The Newbury Section consisting of so much of Railway No. 1 as lies between its commencement at Didcot and the junction of Railway No. 2 therewith and of Railway No. 2.
- (2.) The Southern Section consisting of so much of Railway No. 1 as lies to the south of the junction of Railway No. 2 therewith and of Railways Nos. 3 4 5 and 6.

And whereas by the fifty-fourth section of the said Act of 1880 it is provided that the London and South-western Railway Company may run over and use with their engines and carriages waggons officers and servants and for the purposes of traffic of all kinds the portions of the railways of the Company herein-after mentioned (that is to say)—

- (1.) So much of Railway No. 1 as lies between the junction thereof with the Southampton line and the junction of Railway No. 5 with Railway No. 1 in the county of Hants.
- (2.) Railway No. 5.
- (3.) So much of Railway No. 4 as lies between Whitechurch Station and the junction of Railway No. 5 therewith.
- (4.) The station of the Company at Whitechurch and the sidings platforms points signals junctions and roads water engines engine-sheds standing room for engines booking and other offices warehouses machinery works and conveniences connected with such portions of railways as aforesaid.

And the Company shall make all necessary arrangements for those purposes and afford all reasonable facilities and perform all reasonable services for the passage reception delivery and transmission of traffic over those railways to and from the railway of the South-western Company and make provision for the use of booking offices at the stations on such portions of railways and all other matters necessary for facilitating the traffic of the Company and of the South-western Company.

And whereas the said Newbury Section will shortly be completed and opened for public traffic and the Didcot Company have raised the sum of one hundred thousand pounds by debentures on the said Newbury Section and have converted the same into perpetual debenture stock but no sum has yet been raised by way of debenture or mortgage on the said Southern Section.

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And whereas the convenience of the public and the interest of the Companies parties hereto would be promoted by the working by the Great Western Company of the aforesaid railways of the Didcot Company in connexion with the railways of the Great Western Company and the Companies parties hereto have determined to enter into and execute these presents by way of agreement as herein-after appearing.

Now therefore these presents witness that it is hereby mutually agreed by and between the Didcot Company for themselves and their assigns and the Great Western Company for themselves and their assigns as follows (that is to say)—

Article 1. The expression “the Didcot Railway” whenever herein-after employed except where otherwise expressly or by inference qualified or explained means and includes the Railways 1 2 3 4 and 5 authorised by the Didcot Newbury and Southampton Junction Railway Act 1880 including junctions with the Great Western Railway at Didcot and Newbury respectively, subject to such alterations or deviations thereof as may be agreed upon between the Great Western Company and the Didcot Company or sanctioned by Parliament as herein-after provided and the sidings stations works and conveniences connected therewith as mentioned and described in Article 4.

The term “Newbury Section” and “Southern Section” shall in this agreement have the same meaning as in the Act of 1880 above recited except that Railway No. 6 shall not be deemed to be a part of the said Southern Section.

Article 2. The word “traffic” wherever herein-after employed means and includes all passenger small parcels mails animals goods mineral and merchandise or other traffic whatsoever whether local or through to be conveyed by the Great Western Company on the Didcot Railway or any part thereof.

Article 3. The expression “Didcot debenture debt” wherever herein-after employed means and includes the amount whether of debentures or of debenture stock which has been or from time to time shall be issued and secured in respect of the Newbury or the Southern Section by mortgages or bonds granted by the Didcot Company under the authority of the recited Acts and shall be limited to the sum of two hundred thousand pounds.

Article 4. The Didcot Company will make and complete the Newbury Section and also the Southern Section unless otherwise agreed as to the whole or any portion thereof with the Great Western Company including junctions at Newbury with the railway of that Company with a single line of rails on the narrow gauge but with land and over-bridges for a double line including all proper and sufficient junctions passing places sidings stations station houses station fittings and furniture sheds cranes water tanks water cranes signals electric telegraph and other works and conveniences also including all proper and sufficient dwelling-houses at level crossings where necessary so that the Didcot Railway shall at the latest by the time limited by Parliament for the completion thereof or such other time as may hereafter be limited be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and to the reasonable satisfaction of the engineer for the time being of the Great Western Company. Provided also that the Didcot

Company will for the first twelve months after the opening of the Newbury Section and also for the first twelve months after the opening of the Southern Section for public traffic maintain the same and all the various works matters and things mentioned in this article in substantial repair and good working order and condition. A.D. 1882.

Article 5. Before the opening for public traffic of the Newbury Section and before the opening for public traffic of the Southern Section as the case may be the Didcot Company will to the reasonable satisfaction of the engineer of the Great Western Company make all such arrangements as shall be proper and sufficient for enabling the Great Western Company to work and use the railway proposed to be opened in accordance with this agreement.

Article 6. If and whenever after the opening of the Didcot Railway or either section thereof for public traffic any additional sidings or other works or conveniences on the Didcot Railway are found requisite for the due development or the safe and convenient reception accommodation conveyance or delivery of traffic thereon or for compliance with the requirements of any Acts of Parliament or of the Board of Trade or the obligation of any contract binding on the Didcot Company the same shall at the request of the Great Western Company be provided by and at the expense of the Didcot Company who will provide and complete the same to the reasonable satisfaction of the Great Western Company and the same when completed shall for the purpose of this agreement be deemed to be part of the Didcot Railway and in the event of difference between the Didcot Company and the Great Western Company as to any of the provisions of this article the same shall be referred to a single arbitrator to be appointed in case of difference under the provisions of the Railway Companies' Arbitration Act 1859. Provided always that the Didcot Company shall not be bound to make or incur for the purposes of this agreement any expenditure or liability exceeding in the whole the amount of the money applicable in that behalf which they are from time to time authorised to raise by shares and by borrowing respectively.

Article 7. The Didcot Company will not at any time act as carriers on either section of the Didcot Railway or any portion of such section after the Great Western Company shall have commenced to manage work and use such section or any portion thereof and they will abstain from doing or concurring in anything which might directly or indirectly interrupt impede interfere with or in any way disturb the exercise or quiet enjoyment by the Great Western Company of any of the rights powers and privileges intended to be secured to them by this agreement.

Article 8. On and after the opening of the Newbury Section or the Southern Section as the case may be for public traffic and during the continuance of this agreement the Great Western Company may and will manage work and use the same respectively as the case may be and the traffic thereon in accordance with this agreement and will do no act unnecessarily or unreasonably to impede the exercise by the London and South-western Railway Company of the powers conferred upon them by the fifty-fourth section of the Act of 1880 above recited.

Article 9. On and after the expiration of twelve months from the opening of the Newbury Section for public traffic and on and after the expiration of twelve months from the opening for public traffic of the Southern Section and

A.D. 1882. during the continuance of this agreement the Great Western Company will maintain and keep the same respectively as the case may be in substantial repair and good working order and condition.

Article 10. On and after the opening for public traffic of either section of the Didcot Railway and during the continuance of this agreement the Great Western Company may and will use and cause the same as the case may be to be used for all traffic to be from time to time conveyed thereon and the Didcot Company will from time to time to the reasonable satisfaction of the engineer of the Great Western Company afford to the Great Western Company all such accommodation and facilities as shall be proper and sufficient for the safe and convenient user by them of the section or sections of the Didcot Railway so opened and every part thereof and the reception accommodation conveyance and delivery of traffic thereon.

Article 11. On and after the opening for public traffic of either section of the Didcot Railway and during the continuance of this agreement the Great Western Company will work the section or sections so opened in connexion with their system of railways and convey the traffic thereon in a proper safe and convenient manner and so as fairly to develop the traffic of the district to be served by the Didcot Railway and to accommodate the traffic to be conveyed to from and over the Didcot Railway and from time to time will run a reasonably proper and sufficient number of trains thereover and thereon but the Great Western Company shall not be required to send over the Didcot Railway unconsigned traffic conveyed by them between places southward of the junction of the Didcot Railway with the London and South-western Railway and Didcot or places northward of Didcot or vice versâ.

Article 12. With respect to the conveyance of troops police or mails or other traffic if any which the Didcot Company are from time to time specially called on to convey on the Didcot Railway or any part thereof the Great Western Company will from time to time act as agents for the Didcot Company in conveying the same and duly perform their duties in that behalf.

Article 13. On and after the opening for public traffic of the Newbury Section and of the Southern Section respectively and during the continuance of this agreement the Great Western Company will provide and employ all station masters booking clerks porters engine-drivers guards watchmen workmen and servants and all other officers for the Didcot Company (except the secretary and his staff) and will supply all such locomotive power engines carriages trucks rolling stock (but not waggons or trucks for mineral traffic) plant stores materials and labour as shall be proper and sufficient for the working and user by the Great Western Company of the section of the Didcot Railway so opened and the reception accommodation conveyance and delivery by them of traffic thereon and the Didcot Company shall not be bound to employ or provide any such person or thing.

Article 14. On and after the opening for public traffic of the Newbury Section or the Southern Section as the case may be and during the continuance of this agreement the Great Western Company shall have exercise and enjoy at their own expense and risk and for their own benefit for the purpose of the management maintenance repair working and user by them of the Didcot Railway or of the section so opened all the rights powers and privileges whatsoever in that behalf of the Didcot Company and

as fully and effectually as if the same were part of the Great Western Railway. A.D. 1882.

Article 15. The Great Western Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the portion of the Didcot Railway for the time being opened and the traffic thereon contained in the Acts from time to time in force with respect to the same and will at all times fully and freely indemnify and save harmless the Didcot Company from and against all obligations and liabilities in that behalf and all penalties for failures losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Great Western Company or any of their directors agents officers or servants in relation thereto.

Article 16. On and after the opening for public traffic of the Newbury Section or of the Southern Section as the case may be and during the continuance of this agreement the Didcot Company will bear and pay out of the Didcot Company's percentage all tithes rentcharges rents rates or taxes and assessments usually paid by landowners and the Great Western Company will bear and pay and retain out of the Great Western percentage all salaries wages and other outgoings in respect of the Didcot Railway or such section as the case may be properly chargeable against revenue except as provided in Article 23.

Article 17. The Great Western Company from time to time after the opening for public traffic of any section of the Didcot Railway shall make and satisfy all expenditure and liability with respect to the same except only the expenditure and liability properly chargeable against capital which shall from time to time be made or satisfied by the Didcot Company.

Article 18. If and whenever after the opening for public traffic of the Newbury Section or the Southern Section as the case may be and during the continuance of this agreement the Great Western Company make or satisfy either on the Didcot Railway itself or on the stations at Didcot or Newbury any expenditure or liability of the Didcot Company properly chargeable against capital or make any other payments for or advances to that company the amount paid or applied or advanced by the Great Western Company in that behalf shall be a debt due to them from the Didcot Company and shall bear interest at the rate of five pounds per cent. per annum from the time of the payment application or advance of the same by the Great Western Company to the time of the repayment thereof by the Didcot Company and shall so far as respects any expenditure liability or advances properly chargeable to capital be repaid by the Didcot Company to the Great Western Company out of the first moneys of the Didcot Company which may be or can be made available for that purpose and if necessary application shall be made to Parliament or to the Board of Trade for power to raise such capital as may be necessary and as respects any expenditure liability or advances properly chargeable to revenue the same may from time to time be deducted with interest thereon out of the Didcot percentage hereinafter referred to and the interest on any payments advances or expenditure on capital account made by the Great Western Company to or for or on

A. D. 1882. — behalf of the Didcot Company may also be deducted by them from the Didcot percentage.

Article 19. The Great Western Company on the Didcot Company paying to them the cost of and incident to such additions and alterations in their Newbury and Didcot stations as will be necessary to accommodate in those stations the traffic of the Didcot Railway arriving at or destined for those stations respectively and passing exclusively over the Didcot Railway or partly over that railway and partly over the railways of the Great Western Company or some of them or some part or parts thereof and carried by the Great Western Company under this agreement will accommodate such traffic therein and as far as they can do so without any additional outlay and such accommodation at the Newbury and Didcot stations shall be afforded and the use for traffic arising at or destined for those stations respectively of so much of the railways respectively of the Great Western Company as lies between the respective junctions of the Didcot Railway with those railways and such stations respectively shall be allowed without payment of rent or toll for such accommodation or use until in each year the sum available for dividend shall be equal to a dividend at the rate of five pounds per cent. per annum on the capital authorised by the Didcot Company's recited Acts of 1873 1876 and 1880 and thereafter the Didcot Company shall pay to the Great Western Company such toll rent and other payment for the use of the aforesaid portions of their railways and for the accommodation and services afforded to their traffic at the Newbury and Didcot stations as shall be agreed upon between the Didcot Company and the Great Western Company or failing agreement as shall be determined by arbitration in the manner herein-after provided Provided always that irrespectively of whether there is any sum available for dividend on the capital raised by the Didcot Company that Company shall pay to the Great Western Company or the Great Western Company may retain out of the Didcot percentage for the use of their stations at Didcot and Newbury respectively and the lines of railway leading thereto for the purposes of any other traffic than the traffic lastly herein-before specified such sum or sums as may be agreed on or failing agreement as shall be determined by arbitration in the manner herein-after provided.

Article 20. The interest from time to time payable on the Didcot debenture debt as defined by Article 3 shall in accordance with the respective extent and priorities of the mortgages from time to time securing the same be the first charge on the gross tolls fares rates and charges in respect of the Didcot railway and the traffic thereon and shall be paid thereout from time to time by the Great Western Company at their head office half-yearly on the first day of January and the first day of July or within thirty days respectively thereafter to the persons who shall on such respective days appear by the register of debenture stockholders to be entitled thereto. Provided always that the Didcot Company shall at least fourteen days before each thirtieth day of June and thirty-first day of December furnish to the Great Western Company a list under the hand of their secretary countersigned by their chairman of the names of the persons to whom and the amounts in which such debenture interest is payable and the Great Western Company shall not be bound to inquire into the correctness of such list and shall be effectually indemnified by

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the Didcot Company from any loss action suit costs claim or demand in consequence of or in anywise arising out of or incident to any such payment or in the incorrectness of such list. Provided further that not more than the one hundred thousand pounds of such Didcot debenture debt already issued in respect of the Newbury Section shall be created or issued in respect of the said Newbury Section and until the Southern Section of the Didcot Railway is completed and opened for public traffic and worked by the Great Western Company under this agreement no interest shall be payable by the Great Western Company in respect of the remaining one hundred thousand pounds of such Didcot debenture debt or any part or parts thereof. And provided further that as between the companies parties hereto but not so as to affect any of the Didcot Company's debenture creditors the Great Western Company shall be at liberty to retain out of the moneys or percentage from time to time payable to the Didcot Company as herein-after expressed in the first place the amount of the interest on the Didcot debenture debt which the Great Western Company shall have paid as herein provided and the Didcot Company shall repay to and indemnify the Great Western Company against any liability in respect thereof beyond the amount of those moneys.

Article 21. On and after the opening for public traffic of either section of the Didcot Railway as the case may be and during the continuance of this agreement the tolls fares rates and charges in respect of the same and the traffic thereon shall from time to time be fixed or approved by the Great Western Company but in the event of the Didcot Company objecting to any of the tolls fares rates and charges so fixed or approved the same shall be settled by arbitration in the manner herein-after provided and the tolls fares rates and charges shall be collected recovered and received by the Great Western Company And the general manager of the Great Western Company shall have and may exercise the same powers and authorities in and over the undertaking of the Didcot Company or any part thereof and the traffic thereon as he shall for the time being have the power to exercise over the Great Western Railway and all the tolls fares rates and charges for through traffic including terminal charges shall be so fixed by the Great Western Company as under all the circumstances fairly to develop such through traffic.

Article 22. The gross amount of all the rents tolls fares rates and charges from time to time payable to the Didcot Company and the Great Western Company respectively in respect of the section of the Didcot Railway for the time being opened and the traffic thereon shall be received and collected by the Great Western Company and shall be divided between and belong to the two Companies in the following proportions:—

First. The Great Western Company shall retain out of the gross amounts received in respect of the Newbury and Southern Sections respectively such sum or sums (herein-after called the Great Western percentage) as shall cover all their expenses of and incident to the management maintenance repair working and user by them of the Newbury and Southern Sections respectively and their other expenditure and liabilities under this agreement but such sum or sums so retained shall not exceed sixty pounds per cent. of such gross amounts respectively in any one year and also any other sums which the Great Western Company are under this agreement entitled to retain or

A.D. 1882. which are payable to the Great Western Company out of the Didcot percentage.

Secondly. The Great Western Company shall retain any amounts due to them for advances made by them in payment of the interest on the debentures or debenture stock of the Didcot Company as herein provided and:

Thirdly. The Didcot Company shall have the balance of the said gross amount (herein-after called the Didcot percentage) which shall be paid and belong to them.

Article 23. The Didcot Company shall apply the Didcot percentage as follows:—

First. In payment of the tithes or rentcharges and rates or taxes (if any) and the property or income tax which have been or may be payable for the current period by the Didcot Company and the rent or rents to be paid for the user by the traffic of the Didcot Company of any station or stations including the Whitchurch or Micheldever stations of the London and South-western Railway Company and the tolls to be paid for the use of any portion or portions of railway if and when such rents and tolls are respectively payable.

Secondly. In payment of a reasonable sum for the remuneration of their directors and auditors and the salary of their secretary, (including his staff) and their officers (if any) and their office expenses.

Thirdly. In payment of dividends on the paid-up capital of the Newbury and Southern Sections respectively.

Article 24. The gross amounts referred to in Article 22 shall comprise all the rents gross tolls fares rates and charges including the usual clearing-house station to station terminals receivable in respect of all local traffic and a full mileage proportion of all the gross tolls fares rates and charges receivable in respect of all through traffic after the deduction of the usual clearing-house station to station terminals including all terminals on traffic arising at or terminating at stations upon the line of the Didcot Company the Didcot and Newbury stations being considered as stations on the Didcot Railway in respect of traffic passing exclusively over that railway and to or from such station respectively and also including the terminals received from the traffic of the Didcot Railway at the Whitchurch and Micheldever stations of the London and South-western Railway Company but not including in any case paid ons and money received or receivable and actually paid or expended for the collection cartage and delivery of goods and traffic of every description to or from any terminus or station of the Great Western Railway or of the Didcot Railway or Government duty the whole of which the Great Western Company shall be entitled to deduct and retain prior to any division.

Article 25. In case an interval less than half a year shall elapse between the first opening of the Didcot Railway or any portion thereof for public traffic and the thirtieth day of June or the thirty-first day of December (as the case may be) next following the provisions of the two Articles last preceding shall apply mutatis mutandis to such shorter period.

Article 26. The payments to be made to the Didcot Company for the purposes expressed in Article 23 shall be made at such times as so far as such payments will extend to secure the payment of the remuneration salary and dividend respectively half-yearly on the thirtieth day of June and the

thirty-first day of December in every year or within forty days after those days respectively and the payment of the office and other expenses respectively when and as the same respectively become payable. A.D. 1882.

Article 27. Each of the Companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at reasonable times for the inspection and transcription of the directors and agents of the Companies respectively and the Companies respectively will afford to each other all proper and sufficient facilities for the inspection and transcription of such accounts and vouchers and in particular the Great Western Company shall keep separate accounts of all receipts credits payments and liabilities for or on account of the Newbury and Southern Sections respectively provided always that if in order to comply with the provisions of the Didcot Newbury and Southampton Junction Railway Act 1880 it is necessary that separate accounts should be kept of the traffic passing to from or between the respective sections of the Didcot Railway in that Act defined then the extra expense of or involved by the keeping of such separate accounts such expense in case of difference to be settled by arbitration shall be borne and paid by the Didcot Company and retained by the Great Western Company prior to any division.

Article 28. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that an equal mileage proportion thereof except as herein-before specially provided including terminals shall be attributed to the Didcot Railway and to any special division from time to time agreed between the Great Western Company and the Didcot Company or any other company and the several railways from time to time worked or used by the Great Western Company respectively so as to show clearly the fairness of the apportionment.

Article 29. Each of the Companies will within twenty-eight days after the thirtieth of June and the thirty-first of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement.

Article 30. If and whenever either of the Companies within forty days after the transmission to them of any abstract of accounts requires the other Company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if they permit the forty days to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be reopened.

Article 31. Every notice request account or other writing to be given by either of the Companies to the other of them for any of the purposes of this agreement shall be sufficient if it be signed by the secretary of the Company giving the notice and be left addressed to the other Company as regards the Didcot Company at their principal office for the time being or such other place as they shall from time to time give notice in writing of to the Great Western Company and as regards the Great Western Company at their principal office at Paddington or such other place as they shall from time to time give notice in writing of to the Didcot Company.

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Article 32. This agreement to be subject to the approval of the proprietors of the Great Western Company and of the Didcot Company respectively at a general meeting of each of the said Companies specially convened for the purpose and the majority at each of such meetings to approve of the agreement shall be three-fifths of the votes of the proprietors present in person or by proxy at each of such meetings and subject to such approval this agreement shall be in perpetuity.

Article 33. Should it be considered necessary or desirable by the Didcot Company and the Great Western Company or either of them that the railways herein-before described or either of them or any part or parts thereof should be deviated or altered beyond the limits of deviations delineated on the deposited plans thereof or beyond the limits authorised by law from the deposited sections the application to Parliament for such powers as may be required shall only be made with the consent and concurrence of the Great Western Company and any such alteration or deviation as aforesaid shall be subject to the approval of the Great Western Company such approval to be signified in writing by the secretary for the time being of that Company.

Article 34. This agreement shall apply to any portion or portions of the Southern Section which may be separately opened for traffic before the rest of that section is completed but subject to such modifications or additional provisions (and in particular for preventing the Great Western Company from becoming liable to pay interest on debentures or debenture stock secured on or created for the purposes of that section until the whole of that section is opened for traffic) as before the opening for traffic of such portion or portions respectively may have been agreed upon between the Companies Provided that the Great Western Company shall not be bound to work any such portion or portions separately unless they think fit so to do and no such portions shall be separately opened until such modifications and conditions have been settled by agreement as aforesaid.

Article 35. If and whenever any difference arises between the Didcot Company or their assigns and the Great Western Company or their assigns touching the true intent and construction of this agreement or anything to be done suffered or omitted in pursuance of this agreement or any of the incidents or consequences of this agreement or touching the carrying into effect of any of the articles of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability damages losses costs or expenses or otherwise relating to the premises every such difference shall in the first instance be referred to the chairmen of the two Companies and if or so far as they fail to determine thereon the same as well as every other question or matter herein-before provided to be determined by arbitration shall be referred to and determined by arbitration in accordance with the provisions of the Railway Companies Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the Companies parties hereto and this article shall accordingly be

and have effect as an agreement between the Companies for arbitration under A.D. 1882.
that Act.

In witness whereof the Companies parties hereto have hereunto affixed their
respective common seals the day and year first above written.

G. COTTMAN,
Assistant Secretary.

The seal of the
Great Western
Railway Company.

R. LOYD-LINDSAY,
Chairman.

CHAS. H. BINGHAM,
Secretary.

The seal of the
Didcot Newbury and
Southampton Junction
Railway Company.

MEMORANDUM.

THE WORKING AGREEMENT between the Companies, dated this fourth day of May, one thousand eight hundred and eighty-two, having been this day exchanged, it is agreed that upon the completion and opening for traffic as a double line throughout of the system of the Didcot Company, including the lines of that Company now before Parliament, the terms of such Agreement shall be varied in the following particulars, and shall be made applicable to such new and existing lines.

In Article 3 an addition shall be made defining the Didcot Company's ordinary paid up capital.

In Article 11 the exception shall be struck out, and the Great Western Company shall come under an obligation to send by the Didcot Company's line, or account for it as if so sent, two-thirds of all unconsigned traffic passing through Didcot between places north and west of Didcot on the one hand, and Southampton and intermediate stations between Southampton and Didcot on the other; and further, to send or account for, as if sent by the Aldermaston and Burghclere Line, all unconsigned traffic between London on the one hand, and stations intermediate between Aldermaston and Southampton on the other, including the latter station.

In Article 22, in lieu of the percentage for working expenses to be deducted by the Great Western Company from the gross receipts, as provided by the

A.D. 1882. — agreement, the following shall be the percentage respectively of such gross receipts which the Great Western Company shall be entitled to deduct, namely :—

- (A.) Until and as often as the percentage of such receipts receivable by the Didcot Company, together with the revenue of that Company from all other sources of income is sufficient to pay a dividend at the rate of four per cent. per annum on their paid up capital, the percentage of the gross receipts to be retained by the Great Western Company shall be fifty-one-and-a-half per cent. of such receipts.
- (B.) When and as often as the Didcot Company's percentage of the receipts and their revenue from all other sources as aforesaid is sufficient to pay a dividend at the rate of four-and-a-half per cent., the percentage of the gross receipts to be retained by the Great Western Company shall be fifty-two per cent. of such receipts.
- (C.) When and as often as the Didcot Company's percentage of the receipts and their revenue from all other sources as aforesaid is sufficient to pay a dividend at the rate of five per cent. per annum and thereafter the percentage of the gross receipts to be retained by the Great Western Company shall be fifty-two-and-a-half per cent. of such receipts.

In Article 20. In lieu of the interest payable on the Didcot debenture debt being paid by the Great Western Company from their head office to the several holders or proprietors of such debenture debt, the same shall be paid by the Great Western Company to the Didcot Company for that specific purpose, and the receipt of the secretary of that Company for the amount so paid shall be a complete discharge to the Great Western Company.

The Didcot Company to pay all rents and tolls payable to other Companies, such as Whitchurch station, &c.

Dated this fourth day of May, one thousand eight hundred and eighty-two.

For the Great Western Company,

D. GOOCH, Chairman.

For the Didcot Newbury and Southampton

Junction Railway Company,

R. LOYD-LINDSAY, Chairman.