



CHAPTER cli.

An Act to authorise the Shanklin and Chale Railway Com- A.D. 1889
pany to make a railway from the Newport Junction Rail-
way at Merston to St. Lawrence in the Isle of Wight; and
to abandon certain authorised railways; and for other
purposes. [12th August 1889.]

WHEREAS by the Shanklin and Chale Railway Act 1885 (in
this Act referred to as "the Act of 1885") the Shanklin and
Chale Railway Company (who under that name or their new name
of Newport Godshill and St. Lawrence Railway Company are referred
to in this Act as "the Company") were incorporated and empowered
to make a railway from the Isle of Wight Railway in the parish of
Newchurch to Chale in the Isle of Wight:

And whereas by the Shanklin and Chale Railway Act 1887 (in
this Act referred to as "the Act of 1887") the Company were autho-
rised to make the branch railways therein described:

And whereas the railway in this Act described would be of public
and local advantage and it is expedient that the Company be
empowered to make the same and to apply the capital authorised by
the Acts of 1885 and 1887 to that purpose:

And whereas it is expedient that the railways authorised by the
recited Acts should be abandoned:

And whereas the agreement set forth in the schedule to this
Act has been entered into by the Company and the Isle of Wight
Central Railway Company for the working maintenance and
management of the railway in connexion with the Isle of Wight
Central Railway and it is expedient that such agreement be
confirmed:

And whereas it is expedient to change the name of the Company
and their undertaking:

And whereas it is also expedient that the Company should be
authorised to pay interest out of capital as herein-after provided:

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And whereas plans and sections describing the line and levels of the railway 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 clerks of the peace for the county of Southampton and the Isle of Wight and are herein-after referred to as the deposited plans sections and books of reference :

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

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

Short title.

1. This Act may be cited for all purposes as the Newport Godshill and St. Lawrence Railway Act 1889.

Incorporation of general Acts.

2. The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 (herein-after called "the Lands Clauses Acts") the Railways Clauses Consolidation Act 1845 Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 and Part IV. (relating to change of name) of the Companies Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

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 and for the purposes of this Act 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 with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

Power to make railway.

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 railway herein-after described with all proper stations approaches works and conveniences connected therewith 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 that purpose :

The railway herein-before referred to and authorised by this Act will be situate in the Isle of Wight in the county of Southampton and is as follows:—

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A railway five miles five furlongs and six chains in length commencing in the parish of Arreton by a junction with the Newport Junction Railway of the Isle of Wight Central Railway Company at a point distant half a chain or thereabouts in an easterly direction from the level crossing thereof by the road or lane called Merston Lane near Merston Station and terminating on the east side of the public road called Saint Lawrence Shute in the parish of Saint Lawrence at a point in the field numbered 14 on the 25-inch Ordnance map such point being distant eight and a half chains or thereabouts in a north-easterly direction from the north-east corner of Saint Lawrence Church and eleven chains or thereabouts in a north-westerly direction from the junction of the public road from Saint Lawrence to Whitwell with the public road from Ventnor to Freshwater.

5. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding three acres but nothing in this Act shall exonerate the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused by them upon any lands taken under the powers of this section.

Land for extra-ordinary purposes.

6. 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 two years from the passing of this Act.

Period for compulsory purchase of lands.

7. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts 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 so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Power to take easements &c. by agreement.

8. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railway carry the same with a single line only whilst the railway shall consist of a single line and afterwards with

Power to cross road on the level.

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 after mentioned (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.
3A	Whitwell	Public.

Provided that the said road be made to cross the railway at an angle of not less than sixty degrees and that an uninterrupted view of the crossing be preserved from the point on the railway where the gradient of one in fifty-five meets the gradient of one in one hundred and three and that a footbridge over the railway be provided by the Company adjacent to the level crossing.

Height and span of bridges.

9. The Company may make the arches of the bridges for carrying the railway over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
12	Godshill	Public	15 feet	20 feet.
32	Godshill	Public	15 feet	20 feet.
34	Whitwell	Public	15 feet	20 feet.

Width of a certain roadway.

10. The Company may make the roadway over the bridge by which the following road will be carried over the railway of such width between the fences thereof as the Company think fit not being less than the width herein-after mentioned in connexion therewith (that is to say) :—

No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.
1	St. Lawrence	Public	20 feet.

11. The Company shall not under the powers of this Act without the consent of the Local Government Board purchase or acquire in any urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring classes as tenants or lodgers: A.D. 1889.

Restriction
on taking
houses of
labouring
class.

For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

12. Whereas pursuant to the standing orders of both Houses of Parliament and to an Act of the ninth year of the reign of Her present Majesty chapter twenty a sum of three thousand one hundred and sixty-five pounds Two and three-quarters per Centum Consolidated Stock being five per centum upon the amount of the estimate in respect of the railway has been deposited with the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for this Act (which sum is in this Act referred to as "the deposit fund") Be it enacted that notwithstanding anything contained in the said Act the said 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 completion of the railway open the same for the public conveyance of passengers Provided that if within such period as aforesaid the Company open any portion of the railway 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 railway opened as aforesaid and the portion of the deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court of Justice in England shall on the application of the depositors or the majority of them order the portion of the 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

Deposit
money not to
be repaid
except so far
as railway
opened.

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A.D. 1889. — 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 deposit.

13. If the Company do not previously to the expiration of the period limited for the completion of the railway complete the same and open it for the public conveyance of passengers then and in every such case the 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 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 High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the 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 Court thinks fit to order on the application of the Solicitor to 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 Court 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 deposit fund shall have been repaid to the depositors or shall have 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.

Period for
completion
of works.

14. If the railway is 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 railway or otherwise in relation thereto shall cease to be exercised except as to so much thereof as shall then be completed.

15. The railway by this Act authorised shall for the purposes of tolls and charges and all purposes whatsoever be the railway of the Company as if authorised by the Act of 1885 or the Act of 1887.

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 Railway to form part of Company's undertaking.

16. The Company shall abandon the construction of the railways described in and authorised by the Act of 1885 and the Act of 1887.

Company to abandon railways authorised by Acts of 1885 and 1887.

17. 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 the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation for such temporary occupation or for any loss damage or injury which may have been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the Railways Clauses Consolidation Act 1845 or the Acts of 1885 or 1887.

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

18. Where before the passing of this Act any contract may have been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any portion of any railway or works authorised to be abandoned by this Act 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.

Compensation to be made in respect of railway abandoned.

19. Subject to the provisions of this Act and of section thirty-four of the Act of 1885 and of section eighteen of the Act of 1887 for payment of compensation to landowners and other persons injured and for the protection of creditors the High Court of Justice in England may and shall at any time after the passing of this Act on application by the depositors referred to in section thirty-three of

Release of deposit for railways abandoned.

A.D. 1889. — the Act of 1885 and in section seventeen of the Act of 1887 order the sum of two thousand eight hundred pounds Three Pounds per Centum Consolidated Bank Annuities being the deposit fund mentioned in the said section thirty-three and the sum of nine hundred and seventy-nine pounds nine shillings and ninepence Three Pounds per Centum Reduced Annuities being the deposit fund mentioned in the said section seventeen or the stocks and funds in or into which the same may have respectively been invested or converted and the interest or dividends thereon to be paid or transferred to the depositors or as they may appoint and upon such order being made the said sums of two thousand eight hundred pounds Three Pounds per Centum Consolidated Bank Annuities and nine hundred and seventy-nine pounds nine shillings and ninepence Three Pounds per Centum Reduced Annuities or the stocks and funds in or into which the same may have been invested or converted and the interest or dividends thereon respectively shall be paid or transferred to the depositors or as they may direct.

Power to apply funds to purposes of Act.

20. The Company may apply to the purposes of this Act to which capital is properly applicable any moneys which they have raised or have power to raise by virtue of the Act of 1885 and the Act of 1887 and which may not be required for the purposes to which they are by those Acts made specially applicable.

Change of name of Company.

21. Subject to the provisions of Part IV. of the Companies Clauses Act 1863 from and after the passing of this Act the name of the Company instead of being the name "Shanklin and Chale Railway Company" shall be "Newport Godshill and St. Lawrence Railway Company" and their railway shall be called the Newport Godshill and St. Lawrence Railway.

Confirming agreement in schedule.

22. The agreement dated the twenty-seventh day of December one thousand eight hundred and eighty-eight made between the Company of the one part and the Isle of Wight Central Railway Company of the other part and which is contained in the schedule to this Act is hereby confirmed and shall be binding and obligatory on the companies parties thereto.

Tolls on traffic conveyed partly on the railway and partly on the Isle of Wight Central Railway.

23. During the continuance of the scheduled agreement entered into under the provisions of this Act for the working or use of the railway of the Company or any part thereof by the Isle of Wight Central Railway Company the railways of the Company and of the Isle of Wight Central Railway Company shall for the purpose 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 railway of the Company and partly on the

railway of the Isle of Wight Central Railway Company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three 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 three 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 railway of the Company and partly on the Isle of Wight Central Railway.

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24. Notwithstanding anything in this Act or in the Companies Clauses Consolidation Act 1845 contained it shall be lawful for the Company out of any money by the recited Acts authorised to be raised to pay interest at such rate not exceeding three pounds per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the railway by this Act authorised or such less period as the directors may determine but subject always to the conditions herein-after stated (that is to say) :—

Power to pay interest on capital during construction.

- (A.) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that two thirds at least of the share capital authorised by the recited Acts in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same :
- (B.) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear :
- (C.) The aggregate amount to be so paid for interest shall not exceed seven thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one third of the amount paid for interest as aforesaid :
- (D.) Notice that the Company have power so to pay interest out of capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares :

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(E.) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section :

Save as herein-before set forth no interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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.

Provision as
to general
Railway
Acts.

25. Nothing in this Act contained shall exempt the railway of the Company from the provisions of any general Act relating to railways or to the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Expenses of
Act.

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

SCHEDULE referred to in the foregoing Act.

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AN AGREEMENT made the twenty-seventh day of December one thousand eight hundred and eighty-eight between the ISLE OF WIGHT CENTRAL RAILWAY COMPANY (herein-after called "the Central Company") of the one part and the SHANKLIN AND CHALE RAILWAY COMPANY (herein-after by that or any other name referred to as "the Company") of the other part.

WHEREAS by the Shanklin and Chale Railway Act 1885 and the Shanklin and Chale Railway Act 1887 the Company were incorporated and authorised to make the railways in the said Acts more particularly described one commencing in the parish of Newchurch by a junction with the Isle of Wight Railway at a point on that railway twenty-eight and a half chains or thereabouts in a north-easterly direction from the ninth milestone from St. John's Road Station (Ryde) and terminating in the parish of Chale another commencing in the parish of Godshill by a junction with the authorised Shanklin and Chale Railway and terminating in the parish of Arreton by a junction with the Isle of Wight (Newport Junction) Railway at a point twelve chains or thereabouts in an easterly direction from the Arreton and Little Budbridge Road another wholly in the parish of Godshill commencing by a junction with the last-mentioned railway and terminating by a junction with the authorised Shanklin and Chale Railway and another wholly in the parish of Newchurch commencing by a junction with the authorised Shanklin and Chale Railway at a point on the eastern side of and adjoining the Brading and Wroxall Road and terminating by a junction with the Isle of Wight Railway at a point about fifteen chains north-east of the point where the road leading to Yard Farm crosses that railway and by the Act of 1885 the Company have power to raise a share capital of sixty thousand pounds and to borrow twenty thousand pounds and by the Act of 1887 have power to raise additional share capital not exceeding twenty-four thousand pounds and to borrow in respect thereof in addition to the said twenty thousand pounds not exceeding eight thousand pounds And whereas the Company with the consent of the Central Company intend to apply in the ensuing session of Parliament for an Act to enable them to abandon the railways authorised by the said Acts of 1885 and 1887 and to make a new or deviation railway commencing by a junction with the Newport Junction Railway of the Central Company thence passing through Godshill and Whitwell and terminating at a point near St. Lawrence Church and which is herein-after referred as "the railway" and by such Act it is intended to ask for and obtain power for the Company to enter into a working agreement with the Central Company And

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whereas the Central Company are willing to enter into an agreement for working managing and maintaining the intended railway of the Company in connexion with their system of railways upon the terms and conditions herein-after contained when and so soon as that railway shall have been made to St. Lawrence Now therefore these presents witness that it is hereby mutually agreed by and between the companies parties hereto for themselves and each of them their and each of their successors and assigns :—

1. The word “traffic” whenever herein-after employed means and includes all passenger parcel animals goods minerals troops police mails and other traffic whatsoever whether local or through and the words “local traffic” wherever herein-after employed mean and include traffic originating and terminating on the railway.

2. The Company will within the time allowed by Parliament make and complete fit for passenger traffic the intended railway with such deviations or alterations and improvements as the Company may think advisable and which shall be previously approved by the Central Company as a single line of railway with all necessary and suitable stations sidings works and conveniences including everything usually provided out of capital by railway companies intending to work their own railway The detailed plans sections and specifications for the construction of the works (including the refreshment rooms and conveniences within the stations) shall be submitted for the approval of the Central Company and if not objected to within two calendar months after delivery to the secretary of that Company shall be deemed to have been approved and if objected to the same shall be made to conform to the reasonable requirements of the Central Company.

The railway and works shall be made and completed in a workmanlike manner to the reasonable satisfaction of the Central Company’s engineer in accordance with the said plans sections and specifications as aforesaid and also so as to be approved by the inspector of the Board of Trade as fit to be opened for public traffic and the Company will for the first twelve months after the opening of the railway for public traffic maintain and leave the same and all the works matters and things mentioned in this article in substantial repair and in good working order and condition There shall not be more than two crossings on the level over the line of railway.

3. The Central Company shall make the junction between the Company’s line and that of their own at the cost of the Company together with all the necessary alterations signals and works which may be reasonably required for the purpose.

4. The Central Company will accommodate all traffic of the Company carried by the Central Company under this agreement in their station at Newport and the Company shall pay to the Central Company for such accommodation and for the use of the aforesaid traffic of so much of the central railway as lies between the junction of the intended railway with the central railway and the station at Newport aforesaid such yearly sum as may be hereafter agreed.

5. If and whenever after the opening of the railway for public traffic any additional works accommodations or conveniences are from time to time necessary for the purpose of the intended railway and the traffic thereon and which the

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Company would have had to pay for out of their capital if they had been working the railway themselves such additions shall be made by and at the expense of the Company and in the event of difference between the Company and the Central Company as to the necessity for or the cost of any such additional works or otherwise under this article the same shall be determined by arbitration under the Railway Companies Arbitration Act 1859.

6. If any additional works accommodations or conveniences shall be admitted or determined by arbitration to be necessary for the purpose of the railway and the traffic thereon the Company shall at their own cost apply for Parliamentary powers to provide the same and this agreement shall be evidence of the consent of the Central Company to any increase of accommodation which shall appear to be reasonable without disturbing the terms of this agreement.

7. The Central Company will so soon as the railway and works shall have been completed as aforesaid and are certified by an inspector of the Board of Trade to be fit to be opened for public traffic and for ever thereafter (but subject to the obligation of the Company to maintain the same for twelve months as aforesaid) so work maintain regulate and manage the railway (fair and reasonable wear and tear being allowed) and provide all such engines carriage trucks and other rolling stock and plant stores material and labour and appoint and employ all such officers and servants and charge such tolls and rates and do all such other acts and things for working maintaining regulating and managing the railway as to fairly develop the traffic of the districts to be served by the railway and to accommodate the traffic to be conveyed to from and over the said railway and from time to time will run a reasonably proper and sufficient number of trains thereover and thereon And will afford connexions with a reasonable number of trains on the adjacent lines of railway and shall make all reasonable provisions for through booking and tickets and shall work and use the said railway and convey traffic thereon in a proper safe and convenient manner and so as to obtain the best revenue reasonably to be obtained therefrom If this agreement shall be determined pursuant to clause nineteen the Company shall if required by the Central Company purchase of them at a valuation to be made by two valuers one to be appointed by the Central Company and the other by the Company or their umpire all the plant and rolling stock of the Central Company which shall have been purchased by them for working the Company's railway.

8. With respect to the conveyance of troops police or mails or other traffic (if any) which the Company are from time to time specially called on to convey on the railway the Central Company will from time to time act as the agent of the Company in conveying the same and duly perform their duties in that behalf and on the other hand the Company shall not act as carriers on the railway but the Central Company shall be their agents in that behalf.

9. During the continuance of this agreement the Central Company shall have exercise and enjoy at their own expense and risk but for their own benefit for the purposes of this agreement all the rights powers and privileges in that behalf of the Company and will in the exercise of such rights powers and

A.D. 1889. — privileges duly perform and observe the several provisions with respect to the working maintenance regulation and management of the railway and the traffic thereon contained in any Act or agreement from time to time passed or entered into with their consent with respect to the same and will at all times fully and freely indemnify and save harmless the Company from and against all obligations and liabilities in that behalf and from all penalties damages costs charges claims and demands in any way occasioned by the acts of the Central Company their agents officers or servants in relation thereto Provided always that the Central Company shall not be liable for any defect in the construction of the works.

10. Out of the gross receipts to be derived from all services in respect of the railway of the Company and the traffic thereof except the receipts from advertisements other than railway traffic advertisements rentals of arches and the letting of the refreshment rooms and book stalls within the stations of the Company the income from which shall belong exclusively to the Company fifty-five per cent. shall at the end of each half year expiring on the thirtieth of June and thirty-first December in each year be retained by the Central Company for their expenses of working maintaining regulating and managing the railway and the traffic thereof and all their outgoings in respect of such railway and traffic and the residue of such gross receipts (that is to say) forty-five per cent. thereof shall be deemed to be the Company's proportion of receipts under this agreement and shall be paid to the Company half yearly within two calendar months after the expiration of such half year free from all deductions except Government duty.

11. The gross receipts aforesaid shall include all the receipts for local traffic conveyed on the railway and a due mileage proportion of all receipts for through traffic after deducting therefrom the Government duty.

12. The Central Company will out of their proportion of the gross receipts bear and pay all salaries wages tithes rates taxes and other outgoings in respect of the railway properly payable by a tenant but not the Government duty.

13. The Company shall out of their own capital pay all purchase and compensation moneys in respect of the lands required for the construction of the railway and works and shall not create any rentcharge by way of payment for such lands or otherwise chargeable on their undertaking and the Company shall or the Central Company on their account may pay out of the Company's proportion of receipts under this agreement all land tax and landlord's property or income tax and all rates taxes and assessments usually paid by landlords and all Government duty payable in respect of the railway or the traffic thereon The Company shall pay all expenses of their own direction and secretarial and other office charges.

14. In case an interval of less than half a year shall elapse between the first opening of the railway for public traffic and either of the usual days for making up the half-yearly accounts of the Central Company then the provisions of this agreement shall mutatis mutandis apply to such shorter period.

15. Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purpose of this agreement which accounts and vouchers shall be open at all reasonable times to the inspection and transcription of the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for the inspection and transcription of such accounts and vouchers and as regards through traffic the amounts of the tolls fares rates and charges shall be so kept by the Central Company as that a due mileage proportion shall be attributed to the railway of the Company and so as to show clearly the fairness of the apportionment.

16. Each of the companies will within six weeks after the thirtieth of June and the thirty-first day 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.

17. If and whenever either of the companies within twenty-one days after the transmission to them of any abstract of account 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 twenty-one 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.

18. 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 for them as regards the Company at their principal office for the time being or such other place in London or Newport of which they shall from time to time give notice in writing to the Central Company and as regards the Central Company at their principal office in London or such other place of which they shall from time to time give notice in writing to the Company.

19. Either the Central Company or the Company may terminate this agreement at the end of seven years from the day of the commencement of the working by giving to the other twelve calendar months previous notice in writing. If the proposed railway shall not be completed within the period allowed by Parliament this agreement shall in the option of either company be null and void.

20. If any dispute shall arise between the parties hereto concerning this agreement or the construction thereof or anything therein contained or as to anything to be done thereunder the matter in difference shall be referred to two arbitrators and their umpire in the manner provided by the Railway Companies Arbitration Act 1859 and so that the reference and award shall have all the incidents and consequences of a reference and award under that Act and the submission may be made a rule of the High Court of Justice.

21. This agreement is intended to be scheduled to and confirmed by the Shanklin and Chale Railway Act 1889 and is subject to such alterations and


[Ch. cli.] *Newport, Godshill, and St. Lawrence* [52 & 53 VICT.]
Railway Act, 1889.

A.D. 1889. amendments as the Central Company may approve of and as Parliament may think fit to make therein.

In witness whereof the respective common seals of the said companies have been hereunto affixed the day and year first above written.

The common seal of the Shanklin and Chale Railway Company was hereto affixed by order of the board of directors in the presence of


GEORGE REID, } Directors.
HARRY MAGNUS, }
CHARLES HOWARD, Secretary.



Seal of the
Shanklin and
Chale Railway
Company.

The common seal of the Isle of Wight Central Railway Company was hereto affixed by order of the board of directors in the presence of

THOS. DALLING BOLTON, } Directors.
ROBERT MACKAY, }
F. L. BEARD, Secretary.



Seal of the
Isle of Wight
Central Railway
Company.

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