



ANNO VICESIMO & VICESIMO PRIMO

VICTORIÆ REGINÆ.

Cap. cxxxvi.

An Act for authorizing the *London and South-western* Railway Company and others to make Deviations from their authorized Lines of Railway and other Works ; and for authorizing divers other Matters affecting that Company and other Companies and Undertakings ; and for other Purposes. [10th *August* 1857.]

WHEREAS the following Local or Local and Personal Acts relating to the *London and South-western* Railway Company (in this Act called the Company), the *Great Western* Railway Company (in this Act called the *Great Western* Company), the *Salisbury and Yeovil* Railway Company (in this Act called the *Salisbury and Yeovil* Company), the *Salisbury* Railway and Market House Company (in this Act called the Market Company), and the *Wimbledon and Croydon* Railway Company (in this Act called the *Wimbledon* Company), have been passed : (to wit,)

First. Acts relating to the *South-western* Company (in this Act called the *South-western* Acts) ; *videlicet*, Fourth and Fifth *William* the Fourth, Chapter Eighty-eight ; First *Victoria*,
[*Local.*] 22 L Chapter

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Chapter Seventy-one; First and Second *Victoria*, Chapter Twenty-seven; Second and Third *Victoria*, Chapter Twenty-eight; Fourth and Fifth *Victoria*, Chapters One and Thirty-nine; Seventh and Eighth *Victoria*, Chapters Five, Sixty-three, and Eighty-six; Eighth and Ninth *Victoria*, Chapters Eighty-six, Eighty-eight, Ninety-three, One hundred and seven, One hundred and twenty-one, One hundred and sixty-five, One hundred and eighty-five, and One hundred and ninety-nine; Ninth and Tenth *Victoria*, Chapters One hundred and twenty-nine, One hundred and thirty-one, One hundred and seventy-three, One hundred and seventy-four, One hundred and seventy-five, Two hundred and fifty-two, Three hundred and fifty-five, Three hundred and seventy, and Three hundred and ninety-one; Tenth and Eleventh *Victoria*, Chapters Fifty-seven, Fifty-eight, Eighty-eight, Ninety-six, Ninety-seven, One hundred and fifteen, One hundred and forty-five, One hundred and sixty-seven, Two hundred and forty-three, Two hundred and forty-four, Two hundred and forty-nine, Two hundred and seventy-three, and Two hundred and ninety-seven; Eleventh and Twelfth *Victoria*, Chapters Seventy-five, Eighty-five, Eighty-seven, Eighty-nine, One hundred and twenty-five, and One hundred and fifty-seven; Fifty-first *George* the Third, Chapter One hundred and ninety-six; Twelfth and Thirteenth *Victoria*, Chapters Thirty-three and Thirty-four; Thirteenth and Fourteenth *Victoria*, Chapter Thirty-four; Fourteenth and Fifteenth *Victoria*, Chapter Eighty-three; Sixteenth and Seventeenth *Victoria*, Chapter One hundred and sixty-four; Eighteenth and Nineteenth *Victoria*, Chapter One hundred and eighty-eight; and Nineteenth and Twentieth *Victoria*, Chapter One hundred and twenty:

Second. Acts relating to the *Great Western Company* (in this Act called the *Great Western Acts*); *videlicet*, Fifth and Sixth *William* the Fourth, Chapter One hundred and seven; Sixth *William* the Fourth, Chapters Thirty-six, Thirty-eight, Seventy-seven, and Seventy-nine; First *Victoria*, Chapters Ninety-one and Ninety-two (1837), and Twenty-fourth and Twenty-sixth (1838); Second *Victoria*, Chapter Twenty-seven; Third *Victoria*, Chapter Forty-seven; Third and Fourth *Victoria*, Chapter One hundred and five; Fourth and Fifth *Victoria*, Chapter Forty-one; Fifth *Victoria* (Session Two), Chapter Twenty-eight; Sixth *Victoria*, Chapter Ten; Seventh *Victoria*, Chapter Three; Seventh and Eighth *Victoria*, Chapter Sixty-eight; Eighth and Ninth *Victoria*, Chapters Forty, Fifty-three, One hundred and fifty-five, One hundred and fifty-six, One hundred and eighty-four, One hundred and eighty-eight, One hundred and ninety, and One hundred and ninety-one; Ninth *Victoria*, Chapter Fourteen; Ninth and Tenth *Victoria*, Chapters One hundred

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hundred and fifty-six, One hundred and eighty-one, Two hundred and thirty-six, Two hundred and thirty-nine, Two hundred and forty, Two hundred and seventy-eight, Three hundred and thirteen, Three hundred and fifteen, Three hundred and thirty-five, Three hundred and thirty-seven, Three hundred and thirty-eight, Three hundred and sixty-nine, and Four hundred and two; Tenth and Eleventh *Victoria*, Chapters Sixty, Seventy-two, Seventy-six, Ninety-one, One hundred and one, One hundred and nine, One hundred and forty-nine, One hundred and fifty-four, Two hundred and twenty-six, and Two hundred and forty-two; Eleventh and Twelfth *Victoria*, Chapters Twenty-eight, Fifty-nine, Seventy-four, Seventy-seven, Eighty-two, Ninety-five, One hundred and thirty, One hundred and thirty-one, One hundred and thirty-three, One hundred and thirty-five, One hundred and fifty-eight, and One hundred and fifty-nine; Thirteenth *Victoria*, Chapters Six and Seven; Thirteenth and Fourteenth *Victoria*, Chapters Twenty-two, Forty-four, Ninety-eight, and One hundred and ten; Fourteenth and Fifteenth *Victoria*, Chapters Nine, Forty-eight, Seventy-four, and Eighty-one; Fifteenth and Sixteenth *Victoria*, Chapters One hundred and seventeen, One hundred and twenty-five, One hundred and thirty-three, One hundred and forty, One hundred and forty-five, One hundred and forty-seven, and One hundred and sixty-eight; Sixteenth and Seventeenth *Victoria*, Chapters One hundred and twenty-one, One hundred and fifty-three, One hundred and seventy-five, and Two hundred and twelve; Seventeenth and Eighteenth *Victoria*, Chapters One hundred and eight, One hundred and thirty-two, One hundred and fifty-eight, Two hundred and two, Two hundred and fifteen, and Two hundred and twenty-two; and Eighteenth and Nineteenth *Victoria*, Chapters Sixty-nine and One hundred and ninety-one:

Third. Acts relating to the *Salisbury and Yeovil* Company (in this Act called the *Salisbury and Yeovil* Acts); *videlicet*, Seventeenth and Eighteenth *Victoria*, Chapter One hundred and twenty-five, and Eighteenth and Nineteenth *Victoria*, Chapter Sixty-two:

Fourth. Act relating to the Market Company (in this Act called the Market Act); *videlicet*, Nineteenth and Twentieth *Victoria*, Chapter Ninety-three:

Fifth. Acts relating to the *Wimbledon* Company (in this Act called the *Wimbledon* Acts); *videlicet*, Sixteenth and Seventeenth *Victoria*, Chapter Eighty-six, and Nineteenth and Twentieth *Victoria*, Chapter One hundred and five; (and various Acts, in this Act called "the *Brighton* Acts," relating to the *London, Brighton, and South Coast* Railway Company, in this Act called the "*Brighton* Company," have been also passed):

And

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And whereas by the *South-western* Acts, or some of them, the *South-western* Company are authorized to make and maintain their *Basingstoke and Salisbury* Railway, and to carry the Line thereof across the *Fisherton* Turnpike Road, which leads Westward from *Salisbury* (and in this Act is called the *Fisherton* Road), on the Level, and to terminate at a Point on the Western Side of the *Fisherton* Road, and to make and maintain a Station on the *Basingstoke and Salisbury* Railway to the Eastward of and near to the *Fisherton* Road: And whereas the greater Part of the *Basingstoke and Salisbury* Railway is made and open for public Traffic, but the Part thereof nearest to *Salisbury* is not yet made, and the making of that Station is not yet begun: And whereas by the *Salisbury and Yeovil* Acts, or some of them, the *Salisbury and Yeovil* Company are authorized to make and maintain the *Salisbury and Yeovil* Railway, to commence by a Junction with the *Basingstoke and Salisbury* Railway, at the Point on the Western Side of the *Fisherton* Road at which the *Basingstoke and Salisbury* Railway is authorized to terminate, and so as to form a Continuation of that Railway: And whereas the *Salisbury and Yeovil* Railway is making, but no Part thereof is yet open for public Traffic, and the making of the Part thereof nearest to *Salisbury* is not yet begun: And whereas by the *South-western* Acts, or some of them, the *South-western* Company are authorized to make and maintain the *Exeter Extension* Railway from *Yeovil* to *Exeter*, in continuation of the *Salisbury and Yeovil* Railway: And whereas by means of the Main Line of the *South-western* Railway from *London* to *Basingstoke*, and thence by the Lines of the *Basingstoke and Salisbury* Railway and the *Salisbury and Yeovil* Railway and the *Exeter Extension* Railway, there will be a continuous Line of Railway Communication between *London* and *Exeter*: And whereas a Terminal Station of the *Wilts, Somerset, and Weymouth* Railway (in this Act called the *Wilts* Railway), which is now One of the Lines of the *Great Western* Company, has been made on the Western Side of the *Fisherton* Road, and near to the Point at which the Junction of the *Basingstoke and Salisbury* Railway and the *Salisbury and Yeovil* Railway is authorized (and that Station is in this Act called the *Great Western Fisherton* Station): And whereas by "The *Salisbury and Yeovil* Railway Act, 1854," the *Salisbury and Yeovil* Company were authorized to take for the Purposes of their Railway Part of the Lands on the Western Side of the *Fisherton* Road which now belong to the *Great Western* Company, but it was enacted (Section Thirty-four) that nothing in the now reciting Act contained should authorize the *Salisbury and Yeovil* Company to alter, vary, or interfere with the *Wilts* Railway, or any of the Branches or Works thereof, further or otherwise than was by the now reciting Act expressly provided, without the Consent in Writing of the *Great Western* Company in every Instance for that Purpose first had and obtained, or to take

or

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or enter upon any of the Lands or Grounds belonging to the *Great Western* Company, or which they had Power under any Act of Parliament to purchase, and which might be necessary to be retained or purchased by the same Company for the Purposes of the *Wilts* Railway or any Branch Stations or Works thereof respectively; and if any Difference should arise as to the Lands or Grounds which it might be necessary for the *Great Western* Company so to retain or purchase, such Difference should be settled by Arbitration in manner provided by "The Railways Clauses Consolidation Act, 1845;" and that the *Salisbury and Yeovil* Company should be empowered to take and use, or should be restrained from taking and using such Lands and Grounds according to the Decision of such Arbitration: And whereas it is expedient that the *South-western* Company, with respect to a Part of the Western Extremity of the authorized Line of the *Basingstoke and Salisbury* Railway, and the *Salisbury and Yeovil* Company, with respect to a Part of the Eastern Extremity of the authorized Line of the *Salisbury and Yeovil* Railway, be respectively authorized to abandon the making of those Parts of their respective Lines, and that the *South-western* Company be authorized to make in lieu thereof a Portion of Railway to the Southward of the authorized Lines so to be abandoned, and to carry that Portion of Railway over the *Fisherton* Road instead of crossing that Road on the Level, and so as to preserve the Continuity of the Lines of the *Basingstoke and Salisbury* Railway and the *Salisbury and Yeovil* Railway: And whereas the *South-western* Company are desirous to make and maintain a Station (in this Act called the *South-western Fisherton* Station) on that Portion of Railway, but to the Westward instead of to the Eastward of the *Fisherton* Road: And whereas it is expedient that the *South-western* Company and the *Salisbury and Yeovil* Company be authorized to make Arrangements with respect to the making, maintaining, managing, using, and working of that Portion of Railway, and the Stations, Works, and Conveniences connected therewith, and the Apportionment and Regulation of Tolls, Rates, and Duties in respect of the same: And whereas by the Market Act the Market Company were authorized to make and maintain a short Line of Railway from their Market House in *Salisbury*, to communicate with the authorized Line of the *Basingstoke and Salisbury* Railway: And whereas, by reason of the Line and Levels of the Portion of Railway by this Act authorized to be made instead of the Portions of Railway to be abandoned by the *South-western* Company and the *Salisbury and Yeovil* Company respectively being different from the Line and Levels of the authorized *Basingstoke and Salisbury* Railway, an Alteration of the Line and Levels of the Market House Railway will be requisite; and it is therefore expedient that the Market Company be authorized to abandon a Part of their authorized Railway, and that the *South-western* Company be authorized to make

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in lieu thereof a Railway, to form a Line of Communication between the Residue of the Market House Railway and the *Basingstoke and Salisbury* Railway: And whereas it is expedient that the *South-western* Company and the Market Company be authorized to make Arrangements with respect to the making, maintaining, managing, using, and working of the Railway to be so made by the *South-western* Company, and the Apportionment and Regulation of the Tolls, Rates, and Duties in respect of the same: And whereas it is expedient that the *South-western* Company and the *Great Western* Company, either with or without the *Salisbury and Yeovil* Company, be authorized to hold Lands jointly for the Purpose of making and maintaining thereon Station Accommodation in connexion with the *Great Western Fisherton* Station, and the *South-western Fisherton* Station, and for facilitating Interchange of Traffic between their respective Railways, and to make, maintain, work, use, and enjoy such Station Accommodation jointly or otherwise as may be found convenient: And whereas it is expedient that the *South-western* Company be authorized to make and maintain a new Carriage Approach Road near to *Romsey*, to or towards the *Romsey* Station on their *Salisbury and Bishopstoke* Railway: And whereas it is expedient that the *South-western* Company be authorized to enlarge and improve their *Farnborough and Aldershot* Station on their Main Line of Railway, and to acquire Lands for that Purpose: And whereas it is expedient that the *South-western* Company be authorized to acquire Lands in the Parishes of *Wandsworth* and *Walton-on-Thames* respectively, for the Purpose of furnishing Materials for the Repair and Maintenance of their Railways and Works: And whereas, under and by virtue of the Powers granted by the *Wimbledon* Acts, or some of them, the *Wimbledon* Company have leased their Line to the *Brighton* Company upon certain Terms and Conditions: And whereas it is expedient that the *South-western* Company and the *Brighton* Company respectively be authorized to make and carry out Arrangements for the Purpose of vesting in the *South-western* Company, solely or jointly with the *Brighton* Company, or for the *South-western* Company to participate in the Lease of the *Wimbledon* Railway, and any Agreements between the *Wimbledon* Company and the *Brighton* Company relating to the Lease or otherwise, or the Benefit of such Agreements; and that the *South-western* Company, jointly with the *Brighton* Company be authorized to take such Assignment; and that the *South-western* Company and the *Brighton* Company respectively be authorized to make and carry out Arrangements with respect to the Traffic on the *Wimbledon* Railway and the Tolls thereon, and the Division and Apportionment of Traffic, Rates, and Charges between them respectively: And whereas it is expedient that the *South-western* Company be authorized to raise, and that the *South-western* Company, the *Salisbury and Yeovil* Company, and the *Great Western* Company respectively be authorized to apply Money for those

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those Purposes : And whereas it is expedient that other Provisions be made with respect to the several Objects of this Act : And whereas Plans and Sections showing the Lines and Levels of the intended new Railways, Road, and Works, and of the Lands proposed to be taken for the Purposes thereof, and of the other Lands proposed to be taken under the Powers of this Act, and Books of Reference to such Plans respectively, containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands respectively, have been deposited with the several Clerks of the Peace for the Counties of *Wilts*, *Southampton*, and *Surrey* respectively (and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference) : And whereas the Objects of this Act cannot be attained without the Authority of Parliament : May it therefore please Your Majesty that it may be enacted ; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows :

I. This Act may be cited for all Purposes as "*London and South-western Railway Act, 1857.*" Short Title.

II. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," are respectively incorporated with this Act. 8 & 9 Vict. cc. 18. & 20. incorporated.

III. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned, have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction. Same Meaning to Words in incorporated Acts as in this Act.

IV. The *South-western* Company shall abandon the making of so much of their authorized *Basingstoke and Salisbury* Railway as lies between the authorized Terminus of that Railway in the Parish of *Fisherton Anger* in the County of *Wilts* and a Point thereon in the Parish of *Milford* in that County at or near to *Castle Street*, numbered 71 on the Plans deposited with the Clerk of the Peace for that County, for the Purposes of the *London and South-western, (Basingstoke and Salisbury Extension, Act, 1846)*. Power for South-western Company to abandon Line of Railway at Fisherton.

V. The *Salisbury and Yeovil* Company shall abandon the making of so much of the authorized *Salisbury and Yeovil* Railway as lies between the authorized Terminus of that Railway in the Parish of *Fisherton Anger* in the County of *Wilts* and the Point on the authorized Line of the *Salisbury and Yeovil* Railway where it is intended Power for Salisbury and Yeovil Company to abandon Line of Railway at Fisherton.

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to cross the Occupation Road which passes over the *Wilts* Railway, on the Level of the Rails thereof, about Twenty-three Chains Westward of the authorized Terminus at *Fisherton* of the *Wilts* Railway, and which Occupation Road is numbered 3 in the Parish of *Fisherton Anger*, on the Plans deposited with the Clerk of the Peace for that County, for the Purposes of "The *Salisbury and Yeovil* Railway Act, 1854."

Power for
Market Com-
pany to aban-
don Line of
Railway near
Fisherton.

VI. The Market Company shall abandon the making of so much of their authorized Market Railway as lies between the intended Junction of the Market Railway with the authorized Line of the *Basingstoke and Salisbury* Railway in the Parish of *Fisherton Anger* in the County of *Wilts* and a Point in that Parish on the Line of the Market Railway Twenty Chains or thereabouts measured on that Line from that Point of intended Junction.

Compensa-
tion to be
made in
respect of
Lines aban-
doned.

VII. Where, before the passing of this Act, any Contract was entered into or Notice given by the *South-western* Company or the *Salisbury and Yeovil* Company or the Market Company for purchasing any Land which the Companies were respectively empowered to purchase for the Purpose of making the Portion of Railway respectively by this Act directed to be abandoned by them respectively, the Companies respectively shall make to the Owners or Occupiers of or other Persons interested in such Lands, full Compensation for all Injury or Damage sustained by such Owners, Occupiers, or other Persons by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation shall be determined in manner by "The Lands Clauses Consolidation Act, 1845," provided, for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensa-
tion for Da-
mage to
Lands by
Entry, &c.

VIII. The Authority by this Act given to the *South-western* Company and the *Salisbury and Yeovil* Company and the Market Company respectively to abandon Portions of Railway, shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Companies respectively were empowered to purchase for the Purpose of making that respective Portion of Railway, to receive from the Companies respectively Compensation according to the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Companies respectively upon the Lands 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 the respective Railway.

IX. Subject

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IX. Subject to the Provisions of this Act, the *South-western* Company from Time to Time may, for the Purposes by this Act authorized, or any of them, enter upon, purchase, take, and use such of the Lands shown on the deposited Plans and described in the deposited Books of Reference, as they think fit.

Power for South-western Company to take Lands for Purposes of Act.

X. The Powers of the *South-western* Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years after the passing of this Act.

Powers for compulsory Purchases limited.

XI. Subject to the Provisions of this Act, the *South-western* Company from Time to Time may make in the Lines, and according to the Levels, and in and upon the Lands respectively shown on the deposited Plans and Sections, the several Works by this Act authorized to be made by them.

Power for South-western Company to make Works authorized by this Act.

XII. The *South-western* Company may make and maintain, in lieu of the Portions of Railway by this Act directed to be abandoned by them and the *Salisbury and Yeovil* Company respectively, a Railway, with all proper Stations, Works, and Conveniences connected therewith, commencing in the Parish of *Milford* in the County of *Wilts*, from and out of and by a Junction with the authorized Line of the *Basingstoke and Salisbury* Railway at or near to *Castle Street*, numbered 71 in that Parish, on the Plans deposited with the Clerk of the Peace for that County, for the Purposes of the *London and South-western (Basingstoke and Salisbury Extension)* Act, 1846, and terminating in the Parish of *Fisherton Anger* in that County, by a Junction with the authorized Line of the *Salisbury and Yeovil* Railway in the Parish of *Fisherton Anger*, at or near to the Point on the authorized Line of the *Salisbury and Yeovil* Railway where it is intended to cross the Occupation Road which passes over the *Wilts* Railway on the Level of the Rails thereof, about Twenty-three Chains Westward of the Terminus at *Fisherton* of the *Wilts* Railway, and which Occupation Road is numbered 3 in the Parish of *Fisherton Anger* on the Plans deposited with the Clerk of the Peace for that County for the Purposes of the *Salisbury and Yeovil* Railway Act, 1854.

Power for South-western Company to make new Line of Railway in lieu of Portions of Railway abandoned by them and the Salisbury and Yeovil Company.

XIII. The *South-western* Company may make and maintain, in lieu of the Portion of Railway by this Act directed to be abandoned by the Market Company, a Railway in the Parish of *Fisherton Anger* in the County of *Wilts*, with all proper Works and Conveniences connected therewith, commencing by a Junction with the new Line of Railway by this Act authorized to be made by the

Power for South-western Company to make new Line of Railway in lieu of Portion of Railway abandoned

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by Market
Company :

South-western Company, in lieu of the Portions of Railway by this Act directed to be abandoned by them and the *Salisbury and Yeovil* Company respectively, at a Point thereon situate Three Chains or thereabouts Eastward of the *Fisherton* Turnpike Road, and terminating by a Junction with the Market Railway at or near to a Point thereon situate Twenty Chains or thereabouts measured on that Railway from its intended Junction with the authorized Line of the *Basingstoke and Salisbury* Railway.

and to make
over the same
to Market
Company.

XIV. When that Railway and the Works and Conveniences thereof are completed, and at the latest within Two Years after the passing of this Act, the *South-western* Company shall, on the Payment to them by the Market Company of the Amount by this Act directed to be so paid, make over to the Market Company the Railway, Works, and Conveniences so completed, and the same shall thenceforth be vested in and maintained by the Market Company, and for the Purposes of the Market Act shall be deemed a Portion of the Railway thereby authorized.

Amount to
be paid by
Market Com-
pany for
such making
over.

XV. Upon the *South-western* Company making over or tendering to the Market Company that Railway and those Works and Conveniences so completed, the Market Company shall pay to the *South-western* Company the Amount of the Expenses which, if the Portion of Railway by this Act directed to be abandoned by the Market Company had not been abandoned but had been made by them, would have been incurred by them in and about the Purchase of Land for and the making of that Portion of Railway and the Works and Conveniences thereof.

Market Com-
pany to be
compensated
for altered
Gradients.

XVI. In the event of the Portion of Railway so made being, in regard to Gradients or otherwise, worse or in any respect more expensive or disadvantageous to work or maintain than the Portion of Railway so abandoned would have been if made, then the *South-western* Company shall pay or allow to the Market Company a reasonable Sum by way of Compensation in that Behalf.

Provision for
determining
Amount to
be so paid.

XVII. The Amount to be so paid or allowed by the Market Company and the *South-western* Company to each other shall be determined by the Engineer of the *South-western* Company and an Engineer to be appointed for the Purpose by the Market Company, or failing an Agreement by such Engineers thereon, shall be determined by Arbitration, according to the Provisions for the Settlement of Disputes by Arbitration of "The Companies Clauses Consolidation Act, 1845."

XVIII. It

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XVIII. It shall be lawful for the Company to make the Turnpike Road, numbered 95 in the Parish of *Fisherton Anger*, when altered for the Purposes of this Act, of any Rate of Inclination not steeper than 1 in 25.

Inclination of Fisherton Turnpike Road.

XIX. The Railways by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act given to the *South-western* Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Period for completing Railways.

XX. After the Expiration of Three Years after the passing of this Act, if the Railways by this Act authorized to be made by the *South-western* Company be not completed, the Payment of any Dividend on the ordinary and unguaranteed Capital of the *South-western* Company shall be suspended until those Railways be completed and opened for public Traffic.

Suspension of South-western Company's Dividends if Railways not completed.

XXI. The *South-western* Company may make and maintain, in and upon the Lands at *Farnborough* which they are by this Act authorized to take, such Enlargements and Improvements of the *Farnborough and Aldershot* Station on their Main Line of Railway, and the Works and Conveniences connected therewith, as they from Time to Time think fit.

Power for South-western Company to enlarge Farnborough and Aldershot Station.

XXII. Subject to the Provisions of this Act, the *South-western* Company may use the several Lands in the Parishes of *Wandsworth* and *Walton-on-Thames* respectively, which they are by this Act authorized to take for the Purpose of getting therefrom Stone, Gravel, and other Materials for the Repair and Maintenance of their Railways and Works, and may use such Materials accordingly.

Power for South-western Company to use Lands in Wandsworth and Walton-on-Thames for Materials.

XXIII. The *South-western* Company may make and maintain a new Carriage Approach Road, with all proper Works and Conveniences connected therewith, commencing in the Parish of *Romsey Infra* in the County of *Southampton*, from and out of and by a Junction with the *Romsey and Stockbridge* Turnpike Road, about One hundred Yards Southward of the Point where the *Bishopstoke and Salisbury* Railway passes over that Turnpike Road, and terminating in the Parish of *Romsey Extra* in that County, by a Junction with the Road leading from the Town of *Romsey* to the *Romsey* Station on that Railway at or near to the Foot of the raised Approach or Incline on that Road towards that Station.

Power for South-western Company to make new Carriage Road near Romsey Station.

XXIV. The

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Power for South-western Company and Salisbury and Yeovil Company to contract respecting Railway at Fisherton.

XXIV. The *South-western* Company and the *Salisbury and Yeovil* Company respectively from Time to Time may enter into and carry into effect all such Contracts and Arrangements with respect to the making, maintaining, using, and working of the Railway at or near to *Fisherton*, by this Act authorized to be made by the *South-western* Company in lieu of the Portions of Railway by this Act directed to be abandoned by them and the *Salisbury and Yeovil* Company respectively, and the Stations, Works, and Conveniences connected therewith, and the Regulation and the Apportionment between those Two Companies of the Tolls, Rates, and Duties to be from Time to Time demanded and taken for and with respect to the User and Working of the same, as they from Time to Time think proper.

Power South-western Company and Market Company to contract respecting Market Railway.

XXV. The *South-western* Company and the Market Company respectively may from Time to Time enter into and carry into effect all such Contracts and Arrangements with respect to the making, maintaining, using, and working of the Railway by this Act authorized to be made by the *South-western* Company in lieu of the Portion of Railway by this Act directed to be abandoned by the Market Company, and the Regulation and the Apportionment between those Two Companies of the Tolls, Rates, and Duties to be from Time to Time demanded and taken for and with respect to the User and Working of the same, as they from Time to Time think proper.

Power for South-western Company and Great Western Company, with or without Salisbury and Yeovil Company, to hold Lands jointly for Station Accommodation at Fisherton.

XXVI. The *South-western* Company and the *Great Western* Company, if those Two Companies so agree, or the *South-western* Company and the *Great Western* Company and the *Salisbury and Yeovil* Company, if those Three Companies so agree, may from Time to Time hold and occupy jointly any Lands from Time to Time belonging to the Companies so agreeing, or any of them, for the Purpose of jointly making and maintaining thereon any Station Accommodation which the Companies so agreeing deem proper to be so held and occupied in connexion with the *Great Western Fisherton* Station and the intended *South-western Fisherton* Station near thereto, and for the Purpose of facilitating the Interchange of Traffic on the Railways owned or worked by the Companies so agreeing respectively.

Power for them to make such Station Accommodation there, and to take Tolls for same.

XXVII. The *South-western* Company and the *Great Western* Company, or, as the Agreement may be, the *South-western* Company, the *Great Western* Company, and the *Salisbury and Yeovil* Company, from Time to Time, in and upon any Lands so jointly held by them respectively, may make and maintain such Buildings, Platforms, and other Station Accommodation in connexion with the *Great Western Fisherton* Station and the intended *South-western Fisherton* Station, and for the Purpose of facilitating such Interchange of Traffic, as they
from

London and South-western Railway Act, 1857.

from Time to Time think fit, and may manage, use, work, and enjoy the same jointly or otherwise as they respectively from Time to Time find convenient and mutually agree on; and either jointly or separately as they from Time to Time mutually agree on, may demand and take Tolls, Rates, and Duties for the User of such Lands and Station Accommodation, and may apportion and appropriate such Tolls, Rates, and Duties between and by them respectively as they from Time to Time mutually agree on.

XXVIII. Provided always, That such Tolls, Rates, and Duties respectively shall not exceed the maximum of the Tolls, Rates, and Duties which by the *South-western Acts*, the *Great Western Acts*, and the *Salisbury and Yeovil Acts* respectively, or any of them, might be demanded and taken if such joint Station Accommodation were Station Accommodation belonging exclusively to any One of the Companies Parties to such Contract or Arrangement.

Limit of such Tolls.

XXIX. The *South-western Company* and the *Great Western Company*, and also the *South-western Company*, the *Great Western Company*, and the *Salisbury and Yeovil Company* respectively, may from Time to Time make, enter into, and carry into effect all such Assurances, Contracts, and Arrangements with respect to their respective Lands in *Fisherton Anger*, and the making, maintaining, managing, using, and working of the Station Accommodation there, including the Costs and Expenses from Time to Time thereof or incidental thereto, and the Interchange of Traffic between the Railways worked by them respectively, and the raising and applying of Moneys by them respectively for such Purposes, and for any other of the Purposes of this Act as the Two Companies, or as the Case may be, the Three Companies, so agreeing respectively from Time to Time think fit.

Power for South-western Company and Great Western Company, with or without Salisbury and Yeovil Company, to contract respecting Station Accommodation at Fisherton.

XXX. The Railway first by this Act authorized to be made by the *South-western Company* shall, for the Purposes of Tolls, Rates, and Duties, and all other Purposes whatsoever, be Part of the *London and South-western Railway* constituting the general Undertaking of the *South-western Company*, as if that Railway had originally formed Part thereof, and the Capital and other Moneys of the *South-western Company* shall be applicable for the making and maintaining thereof.

New Lines of Railway made by South-western Company to be Part of their Undertaking.

XXXI. The *Brighton Company* may make and the *South-western Company* may accept such an Assignment as may be agreed upon between the *South-western Company* and the *Brighton Company* of all such Parts of the *Wimbledon Railway*, and the Works and Conveniences thereof, and the Lands and other Property of the *Wim-*

Power for Brighton Company to make, and South-western Company to accept,

London and South-western Railway Act, 1857.

Assignment
of Lease of
Wimbledon
Railway.

Wimbledon Company, and the Rights, Powers, Privileges, and Authorities of the *Wimbledon* Company with reference thereto, as from Time to Time are actually leased by the *Wimbledon* Company to the *Brighton* Company, and any Agreements, or the Benefits and Obligation of any Agreements from Time to Time made between the *Wimbledon* Company and the *Brighton* Company with respect to the Lease or the demised Premises, or any Right or Interest of the *Wimbledon* Company in or relating to their Undertaking.

Brighton and
South-west-
ern Com-
panies may
enter into
Arrange-
ments as to
Wimbledon
Railway.

XXXII. The *Brighton* Company and the *South-western* Company may enter into such Arrangements as may be agreed upon between them with reference to the *Wimbledon* Railway, and the Lease thereof, and the Rent and Covenants for such Lease, and the Traffic of such Railway, and the Division and Apportionment thereof during such Lease.

Terms of
Assignment
of Wimble-
don Railway.

XXXIII. Any such Assignment or Agreement may be made and accepted respectively, with, under, and subject to such Covenants, Conditions, Powers, Provisions, and Stipulations whatsoever as the *South-western* Company and the *Brighton* Company mutually agree on.

Power of
South-west-
ern Company
with respect
to Wimble-
don Railway.

XXXIV. The *South-western* Company from Time to Time after the Assignment, if any, of the Lease of the *Wimbledon* Railway, may jointly or in common with the *Brighton* Company, have, exercise, and enjoy all such Rights, Powers, Privileges, and Authorities with respect to the *Wimbledon* Railway, and the Works and Conveniences thereof, or any Part thereof, as under the Lease, if the Assignment were not made, the *Brighton* Company might exercise and enjoy solely.

Power for
South-west-
ern Company
and Brighton
Company
to contract
respecting
Wimbledon
Railway.

XXXV. The *South-western* Company and the *Brighton* Company may from Time to Time enter into and carry into effect all such Contracts and Arrangements for effecting any of the Purposes of this Act with respect to the *Wimbledon* Railway, and with respect to the Conduct, Management, Interchange, and Working of the Traffic, or any Part of the Traffic on the *Wimbledon* Railway, and the Maintenance and Support of the *Wimbledon* Railway or any Part thereof, and the Division and Apportionment between those Two Companies respectively of such Traffic, and of the Tolls, Rates, and Charges therefrom, as they respectively from Time to Time think fit.

Assignment,
&c. of Wim-
bledon Rail-
way to be

XXXVI. Provided always, That any Assignment or Agreement from Time to Time made under this Act of or with respect to the *Wimbledon* Railway or any Part thereof shall be without prejudice to

London and South-western Railway Act, 1857.

to the Rights, Interests, Claims, and Demands of the *Wimbledon* Company in respect thereof, and no such Assignment or Agreement shall have under this Act any Operation as against the *Wimbledon* Company, except and so far as they shall have consented thereto under their Common Seal.

subject to
Claims
thereon.

XXXVII. After the Assignment (if any), under the Powers of this Act provided of the Lease of the *Wimbledon* Railway, and during the Continuance of the Lease, all the Powers, Authorities, Duties, Liabilities, Obligations, and Indemnities of the *Wimbledon* Company, and the Directors, Officers, and Servants of that Company respectively, with respect to the Maintenance, User, Working, Regulation, and Management of the demised Premises and the Traffic thereon, shall apply to and may and shall be had, exercised, performed, observed, and enjoyed by the *South-western* Company and *Brighton* Company respectively, and their respective Officers and Servants, in like Manner and to the like Extent as the same might be had, exercised, performed, observed, and enjoyed by the *Wimbledon* Company and their Directors, Officers, and Servants, if such Lease were not made; and all the Clauses, Provisions, Restrictions, and Penalties of the recited Act of the Sixteenth and Seventeenth *Victoria*, Chapter Eighty-six, with respect to such Matters, shall extend and apply accordingly to the said *South-western* Company and *Brighton* Company and their Officers and Servants respectively.

Rights and
Duties of
Wimbledon
Company as
to Railway to
be had and
performed
by Lessee.

XXXVIII. After the Assignment (if any), under the Powers of this Act provided, of the Lease of the *Wimbledon* Railway, and during the Continuance of the Lease, the *South-western* Company and the *Brighton* Company respectively shall indemnify the *Wimbledon* Company from the Performance and Observance of all such Duties, Liabilities, and Obligations, and all Claims and Demands with respect to the same, and all Costs, Losses, Damages, Expenses, Claims, and Demands arising from any Default in the Performance or Observance of any such Duty, Liability, or Obligation.

Lessee to
indemnify
Wimbledon
Company
against such
Duties.

XXXIX. The *South-western* Company from Time to Time, with the Sanction of Three Fifths of the Votes of their Shareholders present, personally or by Proxy, at a General Meeting specially convened for the Purpose, may raise, by the Creation and Issue of new Shares, any Sums not exceeding Fifty thousand Pounds in addition to the Capital which they are now authorized to raise by Shares.

Power for
South-west-
ern Company
to raise
50,000*l* by
new Shares.

XL. The Subscription Contract which, pursuant to the Standing Orders of Parliament, was entered into with respect to the Undertaking authorized by this Act previously to the Commencement of the

Subscription
Contract to
be valid.

London and South-western Railway Act, 1857.

the last Session of Parliament, shall be as valid and shall be construed as if this Act had been passed in the said last Session.

The new Shares may be of different Classes, &c.

XLII. The new Shares which the *South-western* Company are by this Act authorized to create may, with the Sanction of Three Fifths of the Votes of their Shareholders present, personally or by Proxy, at a General Meeting specially convened for the Purpose, be created either of One Class and with like Privileges or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, preferential, perpetual, terminable, or other Dividend, and the *South-western* Company may, as they from Time to Time think fit, fix the Amounts and Times of Payment of the Calls on such Shares: Provided always, that no new Share issued under or for any of the Purposes of this Act shall bear any fixed or preferential Dividend beyond the yearly Rate of Five Pounds in the Hundred on the Amount from Time to Time actually paid thereon: Provided also, that all the Shares of the same Class shall be of the same Amount, and all the Shares of the same Class shall bear like Dividend and confer like Privileges.

Saving existing Preference Shares.

XLIII. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be granted in respect of any new Shares created in pursuance of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Provisions of 19 & 20 Vict. c. cxx. as to Shares extended to new Shares under this Act.

XLIV. All the Provisions of Sections Fifty-six to Sixty-one, both inclusive, and Sixty-four to Seventy, both inclusive, of "The *London and South-western (Exeter Extension)* Act, 1856," shall extend to this Act, and the new Shares by this Act authorized to be created and issued.

Application of Money raised by new Shares.

XLV. Provided always, That all and every Part of the Money raised by the *South-western* Company under this Act by new Shares shall be applied only to Purposes by this Act authorized.

Not to prejudice *South-western* Company's Powers as to Capital and borrowing.

XLVI. Provided always, That nothing in this Act shall prejudice any of the now existing Powers of the *South-western* Company with respect to raising Money by Shares or by borrowing, but the Powers by this Act conferred on them with respect to new Shares shall be in addition to their now existing Powers.

XLVI. Whereas

London and South-western Railway Act, 1857.

XLVI. Whereas by Section Fifty-eight of the recited Act of the First Year of Her present Majesty, Chapter Seventy-one, it was provided that nothing in the therein-recited Act or that Act contained should prevent any Lien or Security upon any Shares in the Undertaking being created, as between the Parties thereto, by a Deposit or Pledge of the Certificates of such Shares made by the Proprietor of such Shares, notwithstanding the same were by the therein-recited Act declared to be Personal Estate, but every such Deposit or Pledge should be as valid and binding upon the Person making the same, and in case of Bankruptcy or Insolvency upon his Assignees and Creditors, as if the same Shares had been by the then recited Act or that Act declared to be Real Estate, and as binding as a Deposit or Pledge of the Title Deeds of Real Estate would be if made under like Circumstances by the Owner thereof: And whereas it is expedient that that Proviso be repealed: Therefore, that Proviso with respect to every Deposit or Pledge made after the passing of this Act of the Certificate of any such Share, but not with respect to any Deposit or Pledge made before the passing of this Act of the Certificate of any such Share, is by this Act wholly repealed.

Repeal of Part of Section 58. of 7 W. 4. & 1 Vict.c.lxxi.

XLVII. The *Great Western Company* and the *Salisbury and Yeovil Company* respectively from Time to Time may apply, for the Purposes of this Act any Moneys from Time to Time belonging to them respectively, and not specially appropriated or not required for the Purposes of the respective Acts by which the same are authorized to be raised.

Great Western Company and Salisbury and Yeovil Company may apply Money for Purposes of the Act.

XLVIII. No Contract or Arrangement shall be made by the *South-western Company*, the *Great Western Company*, the *Salisbury and Yeovil Company*, the *Market Company*, the *Brighton Company*, or the *Wimbledon Company*, under or for any of the Purposes of this Act, without in every Case the Authority or Sanction of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a General Meeting of the respective Company specially convened for the Purpose.

Authority of Shareholders requisite for making Contracts under Act.

XLIX. Provided always, That no Agreement between any Two or more of the Railway Companies by this Act authorized to enter into Agreements with each other shall have any Operation until it be approved by the Board of Trade, and no such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the Companies Parties thereto are from Time to Time respectively authorized and entitled to demand and receive from any Person or any other Company; but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the User

Restrictions as to Agreements between Railway Companies under this Act.

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and Benefit of the Railways to which the respective Agreement relates on the same Terms and Conditions and on Payment of the same Tolls, Rates, and Charges as they would be if the Agreement were not made.

Approval
by Board
of Trade.

L. Provided always, That the Board of Trade shall not approve any such Agreement without being satisfied of its having received such Sanction of Shareholders as is by this Act required.

Agreements
between
Companies
may be mo-
dified by
Board of
Trade.

LI. Provided always, That if at the Expiration of Ten Years from the Making of any such Agreement, the Board of Trade shall be of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, it shall be lawful for the said Board to require the said Companies to modify the Terms and Conditions of such Agreement in such Manner as the said Board shall think necessary for removing such public Injury.

Saving
Rights of
Companies.

LII. Except as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, or Privileges of the *South-western* Company, or of the *Salisbury and Yeovil* Company, or of the *Great Western* Company, or of the *Market* Company, or of the *Brighton* Company, or of the *Wimbledon* Company.

Interest not
to be paid on
Calls paid up.

LIII. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Deposit for
future Bills
not to be
paid out of
Company's
Capital.

LIV. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway or execute any other Work or Undertaking.

Railways not
exempt from
Provisions of
present and
future Gene-
ral Acts.

LV. This Act or anything therein shall not exempt the Railways by this Act or the recited Acts authorized to be made from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies,

now

London and South-western Railway Act, 1857.

now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, and of the Rates for small Parcels authorized by this Act and the recited Acts respectively.

LVI. All the 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 *South-western* Company. Expenses of Act.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1857.