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VICTORIÆ REGINÆ.

Cap. ccxvi.

An Act for authorizing the *London and South-western* Railway Company to make and maintain the *Brentford Curve* and the *Kew Bridge Curve* and other Works, and for authorizing Arrangements between them and other Companies, and for authorizing a Lease or Transfer to them of the *Okehampton* Railway, and for the Increase of their Capital ; and for other Purposes.

[16th *July* 1866.]

WHEREAS the *London and South-western* Railway Company (in this Act called the Company) are desirous and it is expedient that they be authorized to make and maintain the new Lines of Railway and Works following ; that is to say,

(A.) A Railway (in this Act called “the *Brentford Curve*”) for affording Means of Communication between the *Great Western and Brentford* Railway and the Company’s Railways :

(B.) A Railway (in this Act called “the *Kew Bridge Curve*”) for affording better Means of Communication between the Company’s Loop Line and their Line from *Kensington* to *Richmond* :

[*Local.*]

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(c.) Lines

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(c.) Lines of Rails across and on the Level of *Nine Elms Lane* :

(d.) A single Line of Railway across and on the Level of the *Itchen Bridge Road* :

27 & 28 Vict.
c. lxxxvii.

And whereas by the *South-western (Chertsey Extension) Railway Act, 1864*, the Company were required to carry the public Carriage-road, numbered on the Plans deposited for the Purposes of that Act 119, in the Parish of *Chertsey*, over or under the Railway by that Act authorized, and it is expedient that the Company be authorized to carry that Railway across that Road on the Level thereof: And whereas it is expedient that the Provision by this Act made with respect to the Alterations at *Kingston-upon-Thames* of the authorized Lines and Levels of the Company's *Kingston Extension Railway* and *Kingston further Extension Railway* respectively be made: And whereas it is expedient that the Company be authorized to acquire and use Lands or Rights, Easements or Privileges, in or affecting Lands for the Purposes following; (that is to say,)

(A.) The Enlargement and Improvement of the Company's *Waterloo Bridge Station* and the Approaches thereto :

(B.) The Enlargement and Improvement of the Company's *Vauxhall Station* and the Approaches thereto :

(c.) The Enlargement and Improvement of the Company's Goods Station and River Side Accommodation at *Nine Elms* :

(d.) Station Accommodation at *Merton* on the Company's Part of the *Tooting, Merton, and Wimbledon Railway* :

(e.) The Enlargement and Improvement of the Company's *Guildford Station* and the Approaches thereto :

(f.) The Improvement of an Approach in connexion with the Company's *Southampton and Netley Railway* :

(g.) The Enlargement and Improvement of the Company's Terminal Station at *Southampton* and Sidings and Accommodation in connexion therewith :

25 & 26 Vict.
c. lxxi.

And whereas it is expedient that the Provision by this Act made with respect to the Heads of Agreement entered into on behalf of the then intended *Weymouth and Portland Railway Company*, and the *Great Western Railway Company*, and the Company, which are set forth in the Schedule to the "*Weymouth and Portland Railway Act, 1862*," annexed, be made, and the Powers and Provisions of that Act be amended as by this Act appearing: And whereas it is expedient that the Provision by this Act made with respect to Agreements between the Company and the *London and North-western Railway Company*, and the *North London Railway Company*, and the *North and South Western Junction Railway Company*, be made: And whereas it is expedient that the Provision by this Act made with respect to a Lease or Transfer to the Company of the Portion (in this Act called "*the Okehampton Railway*") of the Undertaking of the *Devon and Cornwall Railway Company* be made: And whereas it is expedient

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expedient that the Time by "The *London and South-western (Kensington and Richmond)* Railway Act, 1864," limited for the Completion of the Railways by that Act authorized, be extended: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas it is expedient that further Provision be made with respect to the Company: And whereas Plans and Sections of the Railways and Works by this Act authorized showing the Lines and Levels thereof respectively, the Plans also showing the Lands to be taken under the Powers of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Middlesex, Surrey, and Southampton*, and the Town and County of the Town of *Southampton*, 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; (that is to say,)

27 & 28 Vict.
c. clxvi.

1. This Act may for all Purposes be cited as "*London and South-western Railway (Additional Powers) Act, 1866.*" Short Title.

2. The Provisions following of "The Companies Clauses Consolidation Act, 1845,"

8 & 9 Vict.
cc. 16., 18.,
& 20.,
23 & 24 Vict.
c. 106., and
26 & 27 Vict.
cc. 92. & 118.
incorporated.

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer and Transmission of Shares;

With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares upon Nonpayment of Calls;

With respect to the Remedies of Creditors of the Company against the Shareholders;

With respect to the borrowing of Money upon Mortgage;

With respect to the Conversion of the borrowed Money into Capital;

With respect to the Consolidation of the Shares into Stock;

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested;

And Part I. (relating to Cancellation and Surrender of Shares), Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," and "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consoli-
dation

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dition Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway), Part II. (relating to Extension of Time), and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and are Part of this Act.

Correcting
an Omission
in Sect. 3 of
28 & 29 Vict.
c. cciv.

3. The Provisions of "The Companies Clauses Consolidation Act, 1845," specified in the Section numbered 3 of "The *South-western Railway (General) Act, 1865*," are by this Act incorporated with that Act, and that Act shall be read and construed as if the Incorporation had been effected thereby.

Interpreta-
tion of
Terms.

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be something in the Subject or Context repugnant to the Construction; and the Expression "the Company" means the *London and South-western Railway Company*; and the Expression "the *Brentford Company*" means the *Great Western and Brentford Railway Company*; and the Expression "the *Great Western Company*" means the *Great Western Railway Company*; and the Expression "the *Portland Company*" means the *Weymouth and Portland Railway Company*; and the Expression "the *North-western Company*" means the *London and North-western Railway Company*; and the Expression "the *North London Company*" means the *North London Railway Company*; and the Expression "the *Junction Company*" means the *North and South Western Junction Railway Company*; and the Expression "the *Devon and Cornwall Company*" means the *Devon and Cornwall Railway Company*; and the Expression "the *Brighton Company*" means the *London, Brighton, and South Coast Railway Company*; and the Expression "Superior Courts" or "Courts of competent Jurisdiction," or any other like Expression in this Act or any Act in whole or in part incorporated with this Act, shall for the Purposes of this Act be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Power to
make Rail-
ways and
Works
shown on
deposited
Plans and to
take Lands
therefor.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and in accordance with the Levels shown on the deposited Plans and Sections the Railways, Lines of Rails, and Alterations described in this Act, with all proper Sidings, Stations, Approaches, Works, and Conveniences connected with those Railways, and all incidental Works and Conveniences, and may enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as may be required for the Purpose.

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Purpose. The Railways, Lines of Rails, and Alterations referred to in this Section and authorized by this Act are,—

1. "The *Brentford Curve*," being a Railway 4 Furlongs and 1·50 Chains in Length, commencing in the Parish of *Isleworth* by a Junction with the *Great Western and Brentford Railway*, and terminating in that Parish by a Junction with the Company's Loop Line :
2. "The *Kew Bridge Curve*," being a Railway 3 Furlongs and 5·50 Chains in Length, and wholly in the Parish of *Chiswick*, commencing by a Junction with the Company's Loop Line, and terminating by a Junction with the Railway (No. 3.) authorized by "The *London and South-western (Kensington and Richmond)* Railway Act, 1864 :"
3. Lines of Rails (not exceeding Two Lines of Railway) across and on the Level of the public Highway called *Nine Elms Lane* in the Parish of *St. Mary, Battersea* : •
4. A single Line of Railway across and on the Level of the *Itchen Bridge Road* in the Parish of *St. Mary* in the Town and County of the Town of *Southampton* :
5. Lines of Rails, not exceeding Two Lines of Railway, in the Parish of *Chertsey*, for carrying the Railway by "The *South-western (Chertsey Extension)* Railway Act, 1864," authorized across and on the Level of the public Carriageroad numbered 119 in that Parish on the Plans deposited for the Purposes of that Act, instead of carrying that Railway under or over that Road :
6. An Alteration, wholly in the Parish of *Kingston-upon-Thames*, of the Line and Levels of a Part of the Railway authorized by "The *South-western Railway (General)* Act, 1860 :"
7. An Alteration, wholly in the Parish of *Kingston-upon-Thames*, of the Line and Levels of a Part of the Railway (No. 1.) authorized by "The *South-western Railway (Kingston further Extension)* Act, 1865 :"

Provided always, that the Limits of Deviation shown on the said deposited Plans shall not apply to any of the Work to be constructed on the Bed or Shore of the River *Thames*, except by the Consent of the Conservators of the River *Thames*, and so far only as such Consent shall extend.

6. Notwithstanding the Alteration by this Act authorized of the Lines and Levels of the Railways authorized by "The *South-western General Act, 1860*," and by "The *South-western Railway (Kingston further Extension)* Act, 1865," respectively, or anything in this Act, contained, the Railway No. 1. authorized by the last-mentioned Act as altered by this Act shall be carried over the public Carriageroad numbered 45 on the deposited Plans by a Bridge of not less than

Railway
No. 1. authorized by
28 & 29 Vict.
c. cii. to be
carried over
a certain
Road.

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Forty Feet Span, and having a clear Headway of not less than Fifteen Feet, and to obtain such Headway it shall not be lawful for the Company to lower the present Surface of the Road more than Four Feet, and the Company may construct intermediate Pillars between the Carriageway and Footway on either or both Sides of the Road.

For Protec-
tion of
Sewers of
Metropolitan
and other
Boards.

7. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the "Metropolis Local Management Act, 1855," "The Metropolis Management Amendment Act, 1862," or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the Course and Inclination thereof and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer, or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board, or any District Board or Vestry, may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superin-

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Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

8. Whereas the *Brentford* Curve is intended to be or may be made through certain Lands belonging to the Company of Proprietors of the *Grand Junction* Canal, herein-after called the Canal Company, and situate in the Parish of *Isleworth* and Township of *New Brentford*, and is intended or may be carried across the *Grand Junction* Canal, herein-after called the Canal, at a Point in the said Parish and Township by means of a Bridge, and it is expedient to make Provision in respect thereto: Therefore, except as herein-after mentioned, nothing in this Act contained shall take away, diminish, or affect any of the Rights, Privileges, or Powers vested in the Canal Company, and the Company shall not, without the Consent of the Canal Company under their Common Seal, alter the Line or Level of the Canal or of the Towing-path thereof, or obstruct or impede the Navigation of the Canal, or divert, intercept, cut off, take, use, or diminish any of the Waters of or in the Canal, or which may be taken for the Use of or which supply the Canal, or injure or interfere with any of the Works of the Canal, or take or use, except for the Purpose of making the Bridge herein-after mentioned; any Part of the Canal, or of the Towing-path, Locks, Feeders, Lay-byes, Wharves, Warehouses, Banks, Bridges, or other Works connected with the Canal, or any Land or Streams belonging to the Canal Company; and nothing herein contained shall compel the Canal Company to convey the Fee Simple of the Land belonging to them over which the Railway is intended to pass to the Company, but the same shall remain vested in the Canal Company, subject nevertheless to the Right of the Company to construct and for ever maintain the Railway in the Line and upon the Levels delineated on the said Plans and Sections, or within the Limits by this Act authorized, and to have, use, and possess such Way and Passage for the Railway by means of a Bridge over the Canal as are hereby provided for, together with all Rights and Easements necessary to the due Maintenance and Repair, Use, and Enjoyment, of the same.

Act not to
affect Rights
&c. of
Company of
Proprietors
of the Grand
Junction
Canal.

9. If

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Provision
for Bridge
over Grand
Junction
Canal.

9. If the *Brentford* Curve be carried over the Canal the Company shall, notwithstanding anything in this Act contained, for the Purpose of carrying it over the Canal make and maintain a Bridge of Brick, Stone, or Iron over the Canal and the Towing-path thereof, and no Part of the Soffit or Under Side of such Bridge shall be less than Fourteen Feet Three Inches clear above the Top-water Level of the Canal at the Point where the Railway is carried over the Canal, and the Bridge shall be constructed so as to be carried over the whole of the Canal and the Towing-path thereof as at present existing, and other Property adjoining thereto in which the Canal Company are interested, by a single Span so as to leave a clear, uniform, and uninterrupted Opening over the same, and so that the present Line of the Waterway and Towing-path of the Canal shall not be altered or obstructed: Provided always, that the Company shall not be required to make the Bridge over the Canal, Towing-path, and other Property of a greater Span than Sixty Feet measured at Right Angles to the Course of the Canal; and all the before-mentioned Works shall be carried on and completed in such Manner as that no Obstruction shall be caused to the Boats or Barges navigating the Canal, or to the Horses towing such Boats or Barges; and the Company shall during the Progress of constructing the Bridge and the Works connected therewith, and of any necessary Repairs thereof, at all Times leave an open and uninterrupted navigable Waterway in the Canal of not less than Twenty-one Feet in Width of Water, with Six Feet for the Towing-path, and Ten Feet in Height.

As to Mode
of Construc-
tion of
Bridge and
Period of
Completion
thereof.

10. The Bridge and all the Works connected therewith shall be constructed and for ever thereafter maintained in good, substantial, and Water-tight Repair by the Company, and so far as relates to all necessary Precautions for the Safety of the Canal and the Towing-path thereof, and the Water in the Canal, and the Works connected with the Canal, and for preserving a free and uninterrupted Passage along the Canal and Towing-path, the Bridge and all the Works connected therewith, and all future Repairs thereof that may be required from Time to Time, shall be constructed and performed according to Plans and Specifications to be submitted to, and subject to the reasonable Approval of, the Engineer for the Time being of the Canal Company previously to the Commencement of the Works, which shall be commenced, carried on, and completed under the Superintendence and to the reasonable Satisfaction of such Engineer; and in case during the Progress of the Construction of the Bridge or of any of the Works any Damage shall be occasioned to the Canal, Towing-path, or Works thereon respectively, the Company shall, under such Superintendence and to such reasonable Satisfaction as aforesaid, restore the same to the same State and Condition as before the happening of any such Damage; and if the Bridge, or any of the Works connected therewith, or any Part thereof, shall be imperfectly constructed,

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constructed, or if at any Time or Times thereafter the Bridge or any Part thereof shall be out of repair, or if in sinking the Foundations for the Abutments of the Bridge, or the Works connected therewith, or otherwise, any Loss of Water, or any Obstruction of the Navigation of the Canal, shall occur, and Notice thereof in Writing shall be given by any Officer or Agent of the Canal Company to the Company or their Secretary or other Officer, and the Company shall not for the Space of Fourteen Days after such Notice shall have been given, or forthwith if the Nature of the Case shall require it, well, sufficiently, and effectually amend such Construction, or repair such Bridge or Works, or prevent such Loss of Water, or remove such Obstruction, as the Case may be, under such Superintendence and to such reasonable Satisfaction as aforesaid, and complete the same with all reasonable Expedition, it shall be lawful for the Canal Company from Time to Time to make good such Construction, to perform such Repairs, to prevent such Loss of Water, or to remove such Obstruction, as the Case may require, and the Company shall from Time to Time pay to the Canal Company within Fourteen Days after Demand all the Costs and Expenses which may be incurred by them from Time to Time in and about the Superintendence and the Construction of all the hereinbefore mentioned Works and Repairs; and the Bridge and all the Works connected therewith shall be completed within the Period of Twelve Months from the Day on which the same shall be commenced, and if the Bridge and the Works connected therewith shall not be completed within that Period the Company shall forfeit and pay to the Canal Company as liquidated Damages the Sum of Twenty Pounds for every Day after the Expiration of that Period until the Bridge and the Works connected therewith shall be completed.

11. If in the Execution of any of the Works by this Act authorized to be made, or by reason of the bad State of Repair of any such Works, or of the Bridge over the Canal, or of any of the Banks, Slopes, or Walls of the Railway near that Canal, it shall happen that the Waterway of the Canal or the Towing-path thereof shall be so obstructed that Boats or other Vessels navigating or using the same shall be impeded in their Passage, or shall not be able to pass along the same, then and in such Case the Company shall pay to the said Canal Company as or by way of ascertained Damages the Sum of Ten Pounds for every Hour during which any such Impediment shall continue, and so in proportion for any less Time than an Hour: Provided always, that if such Obstruction shall continue beyond Seventy-two consecutive Hours, or shall have been occasioned by any wilful Act on the Part of any of the Servants or Persons employed by the Company, the Company shall pay to the Canal Company the Sum of Twenty Pounds for every Hour during which the Obstruction shall continue as or by way of ascertained Damages, and in default of Payment of the said Sum

In case of
Obstruction
to the Grand
Junction
Canal.

[Local.]

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or

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or Sums, as the Case may be, on Demand made on the Secretary or any of the Directors of the Company, the Canal Company may sue for and recover the same, together with full Costs of Suit, against the Company by Action at Law in any Court of competent Jurisdiction; and in case the Bridge to be executed for carrying the Railway over the *Grand Junction Canal*, and the Towing-path, Banks, Slopes, Sides, and Works thereof, or the Works of the Railway next to that Canal, or any of them, or any Part thereof, shall not be kept in good Repair, it shall be lawful for the Canal Company to do the needful Repairs, and to recover the Amount of the Expenses from the Company by Action at Law, with full Costs of Suit, in any Court of competent Jurisdiction: Provided also, that nothing herein contained shall extend to prevent the Canal Company from recovering against the Company any special Damage that may be sustained by the Canal Company on account of the Acts or Defaults of the Company in respect of which the said Penalties are imposed, beyond the Amount of such ascertained Damages, and they are hereby authorized to sue for and recover such special Damages accordingly; but in every Case where the ascertained Damages shall have been paid by the Company, and an Action for special Damage shall be brought by the Canal Company, then the ascertained Damages which may have been paid shall be deemed and considered as Payments on account of such special Damage, and Credit shall be given accordingly, and the same shall be deducted from the Amount of Damages to be recovered by the Canal Company; and in case the Amount of Damages recovered shall not exceed the Sum or Sums of Money so paid, then and in such Case Judgment shall be given for the Company, and no Action shall be maintainable by the Canal Company against the Company for the Recovery of any ascertained Damages after any Judgment shall have been obtained by them for any special Damage in respect of the Act or Acts for which such ascertained Damages would have been recoverable.

Power to
take Lands
for enlarging
Station
Accommoda-
tion, &c.

12. Subject to the Provisions of this Act, the Company may also enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as may be required for the Purposes following; (that is to say,)

8. An Enlargement and Improvement, in the Parish of *St. Mary, Lambeth*, of the Company's *Waterloo Bridge Station* and the Approaches thereto:
9. An Enlargement and Improvement, in the Parish of *St. Mary, Lambeth*, of the Company's *Vauxhall Station* and the Approaches thereto:
10. An Enlargement and Improvement, in the Parish of *St. Mary, Battersea*, of the Company's Goods Station and their River Side Accommodation at *Nine Elms*:

11. Station

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11. Station Accommodation in the Parish of *Merton*, in connexion with that Part of the *Tooting, Merton, and Wimbledon* Railway which belongs to the Company :
12. An Enlargement and Improvement, in the Parish of *Saint Nicholas, Guildford*, of the Company's *Guildford* Station and the Approaches thereto :
13. An Improvement, in the Parish of *Saint Mary Extra*, of an Approach in connexion with the Company's *Southampton, and Netley* Railway :
14. An Enlargement and Improvement, in the Parish of *Saint Mary*, of the Company's Terminal Station at *Southampton*, and of the Sidings and other Accommodations connected therewith :

Or the Company may purchase, take, or use by Agreement any Right, Easement, or Privilege in or affecting those Lands, or any of them, without taking any greater Estate or Interest therein.

13. Nothing in this Act contained shall authorize the Company, without the previous Consent of the *South-eastern* Railway Company in Writing under their Common Seal, to take, use, enter upon, or interfere with any Part of the Properties shown upon the deposited Plans and described in the deposited Books of Reference, and respectively numbered therein 3, 4, and 5, in the Parish of *St. Mary, Lambeth*, in the County of *Surrey*.

Lands of South-eastern Railway Company not to be taken without Consent.

14. Provided always, That nothing in this Act contained shall be deemed or construed to empower the Company to alter the Position of the Pier or Landing Stage on the River *Thames* at *Nine Elms* without the Consent in Writing of the Conservators of the River *Thames* under the Hand of their Secretary.

Company not to interfere with the Landing Stage at Nine Elms without Consent.

15. The Company shall not make or commence any Work on the Bed or Shore of the River *Thames*, or any Creek or Inlet thereof, except in accordance with the Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary.

Consent of Conservators to Work on Shore of Thames.

16. The Works on the Bed or Shore of the River *Thames*, or abutting on the said River, by this Act authorized, shall be made on a Site approved by the Conservators of the River *Thames*, and according to a Plan and Elevation approved by them and deposited at their Office, and such Works shall be executed to the Satisfaction of the Engineer of the Conservators, and the Traffic of the River shall not be interrupted more than is absolutely necessary in the making of the Works, and any Coffer Dam (if any) shall not be made without the previous Approval of the Conservators.

Approval by Conservators of Works on Thames.

17. During the Construction of the Works by this Act authorized in and abutting on the River *Thames* the Company shall hang out or exhibit

Lights on Works.

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exhibit thereat or near thereto, and for ever after the Completion of the Works the Company shall hang out or exhibit upon the Works, every Night, from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, and proper and sufficient for the Navigation and safe Guidance of Vessels, and the Lights shall be from Time to Time altered by the Company in such Manner, and be of such Kind and Number, and be so placed, as the Conservators of the River *Thames* by Writing under the Hand of their Secretary approve; and if the Company fail to exhibit and keep the Lights so burning they shall for every such Offence forfeit a Sum not exceeding Ten Pounds.

Consent of Conservators to Interference by Company with Bed of Thames.

18. Nothing in this Act shall authorize the Company to embank, encroach on, or interfere with any Part of the Soil or Bed of the River *Thames* or Shore thereof, except in accordance with the Plan approved by the Conservators of the River *Thames*.

Consent of Conservators to Company taking Gravel from Thames.

19. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames* except where, when, and as the Conservators of the *Thames* approve.

Restrictions on Company placing Buoys in Thames.

20. No Buoy, Dolphin, Mooring Post, or Mooring Craft shall be laid down or placed by the Company in the River *Thames* so as to injure the Navigation of the River, or in any other Manner than as the Conservators of the River *Thames* approve.

Saving Rights of the Conservators.

21. Except as by this Act is expressly enacted, nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Company to give Notice before interfering with Mains, &c., of Southwark and Vauxhall Water Company.

22. The Company shall not begin any Work interfering with or in any way affecting any of the Mains or Pipes of the *Southwark* and *Vauxhall* Water Company (in this Act called the *Southwark* Water Company) unless at least Twenty-one Days previous Notice in Writing of the Intention so to do, describing the Manner in which it is proposed to interfere with the Mains or Pipes, be given to the Engineer of the *Southwark* Water Company, or left for him at their principal Office.

Works for Southwark Water Company to be

23. The Company shall not in any Manner alter, displace, or otherwise interfere with any of the Mains or Pipes of the *Southwark* Water Company, but their Engineer shall have the sole and exclusive Direction

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Direction and Management of and may execute all such Works as he thinks necessary for the Purpose of removing, altering, and restoring the Mains or Pipes, and of preventing during the Execution thereof any Interruption to the Supply of Water by the *Southwark Water Company*; and all Expenses necessarily incurred by them in any way relating to the Execution by them of any Works for those Purposes shall be repaid to them by the Company.

executed by their Engineer at the Expense of Company.

24. Provided that if the *Southwark Water Company* for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting any of the Mains or Pipes, or for Ten Days after such later Day as the Company by Notice in Writing to the *Southwark Water Company* name for commencing the Works, fail to commence or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works; the Company at their own Expense may remove, alter, or otherwise interfere with the Mains or Pipes in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the *Southwark Water Company*.

In default of *Southwark Water Company* the Company may execute the necessary Works.

25. Provided that the *Southwark Water Company* shall not be liable for any Damage or Injury occasioned to the Works of the Company, or to any Streets or Roads, or otherwise howsoever, by reason of any of the Works executed under this Act or in any way consequent thereupon, unless the Damage or Injury arise from the Neglect or Default of the *Southwark Water Company*, their Engineers, Workmen, or Servants.

Southwark Water Company not to be liable for Damage arising from Alterations of Mains or Pipes.

26. The Company from Time to Time may for the Purposes of this Act raise by the Creation and Issue of Shares or Stock any additional Capital, whether ordinary or preferential, not exceeding in the whole Two hundred thousand Pounds.

Power for Company to raise additional Capital.

27. The Company shall not issue any Share or Stock created under this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of the Share or Stock be paid in respect thereof.

Shares not to issue until One Fifth paid up.

28. One Fifth of the Amount of a Share shall be the greatest Amount of a Call, and Three Months at least shall be the Interval between successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any Share.

Calls.

29. The Provisions of Sections 47 to 70 (both inclusive) of "The *South-western Railway (Additional Powers) Act, 1862*," with respect
[Local.] 33 A to

Provisions of "Company's Act

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of 1862”
extend to
Shares and
Stock under
this Act.

to Preferential Shares and Stock, and the Cancellation of Shares and Stock, and the Issue of new Shares or Stock instead of cancelled Shares or Stock, and with respect to voting for Shares or Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the Company, and the Shares and Stock which by this Act they are authorized to create and issue.

Power to
accept Sur-
render of
Shares.

30. The Company may from Time to Time accept, on such Terms as they think fit, from the registered Holder thereof, a Surrender of any Share not fully paid up.

Provisions of
Company's
Acts of 1862
and 1863 as
to Debenture
Stock extend
to Debenture
Stock under
this Act.

31. The Provisions of Sections 71 to 79 (both inclusive) of “The *South-western* Railway (Additional Powers) Act, 1862,” and of Section 115 of “The *South-western* Railway Act, 1863,” with respect to Debenture Stock, extend to this Act with respect to the Debenture Stock which by this Act the Company are authorized to create and issue.

Period for
closing
Registers of
Transfers of
Shares.

32. The Period during which the Company may close their Registers of Transfers of Shares and Stock is during every General Meeting, and Twenty-one Days before the Meeting.

Power to
borrow.

33. The Company may from Time to Time borrow for the Purposes of this Act, and in addition to the other Monies which they are authorized to borrow, any Sums not exceeding in the whole Sixty-six thousand six hundred Pounds.

Restriction
on borrow-
ing.

34. Provided that no Part of that Sum of Sixty-six thousand six hundred Pounds shall be borrowed until the whole additional Capital of Two hundred thousand Pounds under this Act is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under Section 40 of “The Companies Clauses Consolidation Act, 1845,” before he so certifies, that the whole of that additional Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that the additional Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that the Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Existing
Mortgages
to have
Priority.

35. All Mortgages granted by the Company in pursuance of any Act passed before the passing of this Act, and subsisting at the Time of the passing of this Act, shall during the Continuance thereof respectively

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tively have Priority over any Mortgages to be granted by virtue of this Act: Provided that this Section does not apply to any Mortgage from Time to Time granted by the Company in accordance with Section 21 of "The *South-western Railway (General) Act, 1865.*"

36. The Mortgages which the Company from Time to Time grant in accordance with Section 21 of the "*South-western Railway (General) Act, 1865,*" may be in the Form set forth in the Schedule (A.) to this Act annexed, with such Modifications, if any, thereof consistent with the Requirements of that Section as the Company from Time to Time think fit, and the Company, if and so far as they think fit, may raise by Mortgages in accordance with that Section any Monies which by this Act or any other Act already or hereafter passed they from Time to Time are authorized to borrow on Mortgage.

Form of Mortgage under Sect. 21 of General Act, 1865, Schedule (A.)

37. The Mortgagees of the Company under this Act may enforce Payment of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than Five thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

38. All Monies raised under this Act, whether by Shares, Stock, Debenture Stock, or borrowing, shall be applied for Purposes of this Act only.

Application of Monies raised under Act.

39. The Company may apply for any of the Purposes of this Act any Monies which they are now authorized to raise, and which are not appropriated for any particular Purpose, or, if so appropriated, are not required for the Purpose for which they are appropriated.

Application of Monies generally.

40. The Company, by Agreement, from Time to Time may purchase Land for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so purchased by them under this Act for those Purposes shall not exceed Twenty Acres.

Lands for extraordinary Purposes.

41. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Powers for compulsory Purchases limited.

42. The Alteration by this Act authorized of the Line and Levels of the Railways authorized by "The *South-western Railway (General) Act, 1860,*" and by "The *South-western Railway (Kingston further Extension) Act, 1865,*" respectively, shall be completed within Two Years after the passing of this Act, and the Railways and other Works by

Period for Completion of Works.

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by this Act authorized and shown on the deposited Plans shall be completed within Five Years after the passing of this Act; and on the Expiration of those respective Periods the Powers by this Act granted to the Company for making those Alterations and those Railways and other Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is completed within the respective Period by this Act provided with reference thereto.

Penalty for
Non-comple-
tion of
Railways.

43. If the Railways by this Act authorized are not completed within the Period by this Act limited for the Completion thereof, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Expiration of that Period until those Railways be completed and open for public Traffic; but no Penalty shall accrue in respect of any Time during which it appears, by a Certificate obtained from the Board of Trade, that the Company were prevented from completing or opening the Railways by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Provision
as to cross-
ing Roads
on the Level.

44. With respect to the Lines of Rails by this Act authorized to be laid down and maintained by the Company across the public Highway called the *Nine Elms Lane*, the Company shall not be bound to conform with the Provisions in that Behalf of the 47th Section of "The Railways Clauses Consolidation Act, 1845:" Provided always, that those Lines shall not comprise more than Two Lines of Railway, and that no Locomotive Steam Engine in use upon the Railways of the Company, nor any Carriage propelled by Steam or Atmospheric Agency, or by Ropes in connexion with a Stationary Engine, shall at any Time be used on the Lines of Railway by this Act authorized to be laid down across *Nine Elms Lane*: Provided also, that before laying down any Rails across *Nine Elms Lane* under the Authority of this Act the Company shall relinquish and place under the Control and Management of the *Wandsworth* District Board of Works, for the Purpose of enabling that Board to widen that Road, so much of the Land abutting upon that Road, and belonging to and occupied by the Company, as shall be necessary for making that Road of the minimum Width of Forty-five Feet between the Points respectively marked A and B on a Plan signed in duplicate by *John Dent Dent* Esquire, M.P., the Chairman of the Committee to whom the Bill was referred by the House of Commons (one Part thereof being in the Hands of *Frederick Clarke* Esquire, the Secretary of the Company, and the other Part thereof in the Hands of *Arthur Alexander Corsellis* Esquire, the Clerk of the *Wandsworth* District Board of Works); and which Land so to be relinquished

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relinquished by the Company is on that Plan coloured Pink, and is to be thereafter dedicated perpetually to the public Use as Part of that Road, and the said Land so relinquished shall be deemed to be Part of the said Road to all Intents and Purposes whatsoever.

45. With respect to the Line of Railway by this Act authorized to be laid down and maintained by the Company across the *Itchen Bridge Road*, no Train, Engine, Carriage, or Waggon shall at any Time stand on that Line of Railway, and before laying down such Line of Railway the Company shall erect a convenient Bridge for the Use of Foot Passengers upon the *Itchen Bridge Road* over that Line of Railway: Provided always, that nothing in this Act contained shall authorize the Company to lay down upon or across the *Itchen Bridge Road* any Rail at a greater Distance measured at Right Angles to the Easternmost existing Rail on that Road than Twenty-one Feet from that Easternmost Rail.

As to crossing over Itchen Bridge Road.

46. The Period by "The *London and South-western (Kensington and Richmond)* Railway Act, 1864," limited for the Completion of the Railways by that Act authorized is by this Act extended to the Thirty-first Day of *December* One thousand eight hundred and sixty-seven.

Extension of Period for Completion of Kensington and Richmond Lines.

47. Subject to the Provisions of the several Acts from Time to Time in force and applicable in that Behalf; the Company from Time to Time, in respect of the several Railways or Portions of Railway made under this Act by the Company, may demand and take for all Passengers, Animals, and Things conveyed by them thereon, and for Carriages, Waggon, and Trucks conveying the same respectively and provided by them, and for Locomotive Engines or other Power provided by them for the Conveyance thereof, and for all Services performed by them thereon or in respect thereof, a like Amount of Tolls, Fares, Rates, and Charges as by the Acts from Time to Time in force with respect to the Main Line of the *London and South-western Railway*, or any of them, the Company are from Time to Time authorized to demand and take for like Traffic, Matters, and Services on or with respect to that Main Line, and in like Manner, and subject to the like Limitation of maximum Tolls, Fares, Rates, and Charges, and with and subject to like Provisions in all respects, as if the Railways and Portions of Railway so made by them were respectively Part of that Main Line.

Power for Company to take Tolls, &c., on Railways made by them under Act.

48. The *Weymouth and Portland Railway Act, 1862*, is by this Act amended as follows; (that is to say,)

The Purposes for which under Section 43 of that Act Contracts or Arrangements may be entered into comprise the Purposes following,
[Local.] 33 B

Purposes for which Contracts may be made under "Weymouth and Portland Railway Act, 1862."

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following, and all Matters incidental or accessory thereto; (that is to say,)

- (A.) The Composition or Release in respect of a Sum in gross or other Consideration of either or both of the yearly Sums of Two thousand two hundred and fifty Pounds each payable to the *Portland* Company under the Heads of Agreement set forth in the Schedule to and confirmed by that Act:
- (B.) The Accommodation to be provided for the Company and their Traffic to and from the *Weymouth and Portland* Railway at the *Great Western* Station at *Weymouth*, and the Railways, Works, Yards, Roads, and Conveniences of the *Great Western* Company there:
- (c.) The Modification for any of those Purposes of those Heads of Agreement.

Agreement
in Sche-
dule C.
confirmed.

49. The Agreement made the Thirty-first Day of *January* One thousand eight hundred and sixty-six between the *North-western* Company of the First Part, the Company of the Second Part, the *North London* Company of the Third Part, and the Junction Company of the Fourth Part, which is set forth in the Schedule C. to this Act annexed, is by this Act confirmed and made binding on the Companies respectively, Parties thereto, and full Effect may and shall be given thereto.

Provision for
Contracts
between
Company
and the
North-
western, the
North Lon-
don, and the
Junction
Companies.

50. The Company, and all or any of the *North-western* Company, the *North London* Company, and the Junction Company from Time to Time may enter into and carry into effect Contracts or Arrangements for all or any of the Purposes following, and all Matters incidental or accessory thereto; (that is to say,)

- (A.) The Maintenance, Renewal, Working, Management, and User by the contracting Companies, or any of them, of the Railway, Works, and Property of the Junction Company, or any Part thereof:
- (B.) The Regulation, Management, Collection, Transmission, and Delivery of Traffic on their Railway, or any Part thereof:
- (c.) The Supply and Maintenance of Engines, Stock, and Plant for the Purposes of the Traffic:
- (D.) The fixing, Collection, Payment, Division, Appropriation, and Distribution of the Tolls, Fares, Rates, and Charges, whether local or through, and other Income and Profits arising therefrom:
- (E.) The Rents, Payments, Drawbacks, Rebates, and Allowances to be made and paid by any of the contracting Companies to any others or other of them:

(F.) The

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(F.) The Employment and Dismissal by any of the contracting Companies of Officers and Servants upon or at the Railways and Stations of any others or other of them :

(G.) The Appointment and Regulation of Committees for any of those Purposes :

(H.) The varying of any existing Contracts and Agreements between the contracting Companies for any of those Purposes :

And for the Purposes of Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," those Agreements respectively shall be deemed Working Agreements.

51. The Tolls, Fares, Rates, and Charges to be from Time to Time paid by the Company and the *North-western* Company and the *North London* Company respectively with respect to the *North and South Western Junction* Railway, and their respective Traffic thereon, shall be such reasonable Tolls, Fares, Rates, and Charges, not exceeding the maximum Tolls, Fares, Rates, and Charges limited by the Acts relating to that Railway, and from Time to Time in force, as those Companies, or any of them, and the Junction Company from Time to Time agree on, or as, failing their Agreement in that Behalf, are from Time to Time determined by Arbitration under the Railway Companies Arbitration Act, 1859.

Tolls on
Junction
Railway.

52. During the Continuance of any Agreement to be entered into under the Provisions of this Act for the Use of the Railway of the Junction Company by any other Company, the Railways of the Junction Company and of such other Company shall, for the Purposes of 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 Junction Company and partly on the Railway of such other Company for a less Distance than Six Miles, Tolls and Charges may only be charged as for Six Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Six 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 Six 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 Junction Company, and partly on the Railway of such other Company as aforesaid.

Tolls on
Traffic con-
veyed partly
on the Rail-
way of the
Junction
Company
and partly
on the Rail-
way of any
other
Company.

53. The Memorandum of Agreement between the *Devon and Cornwall* Company (then and therein called "the *Okehampton* Railway Company") of the one Part, and the Company of the other Part, which is set forth in the Schedule B. to this Act annexed, is by this Act confirmed and made binding on the *Devon and Cornwall* Company

Agreement
between
Devon and
Cornwall
(late Oke-
hampton)
Company

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and Company
in Sche-
dule B.
confirmed.

Company and the Company respectively, and full Effect may and shall be given thereto: Provided that the Terms and Conditions of that Agreement shall be subject to the Provisions of Sections 12 and 18 to 20, both inclusive, of "The *Okehampton* Railway Act, 1864." Provided also, that the *Devon and Cornwall* Company shall not grant any such Lease as is in the Tenth Article of that Memorandum of Agreement mentioned, nor make any such Transfer as is in the Eleventh Article of that Memorandum mentioned, unless and until it shall have been proved to the Satisfaction of the Board of Trade and that Board have certified that the *Devon and Cornwall* Company have paid up One Half of the Capital which by any Act or Acts they are now authorized to raise by means of Shares, and have expended for the Purposes of such Act or Acts a Sum equal thereto.

Provision for
Lease or
Transfer of
Okehampton
Railway to
Company.

54. When and so soon as it shall have been proved to the Satisfaction of the Board of Trade and that Board shall have certified that the *Devon and Cornwall* Company have paid up One Half of the Capital which by any Act or Acts they are now authorized to raise by means of Shares, and have expended for the Purposes of such Act or Acts a Sum equal thereto, the *Devon and Cornwall* Company may make, and the Company may accept, a Lease or a Transfer, in accordance with the Terms and Conditions of and for the Purpose of carrying into effect the Agreement in that Behalf set forth in the Schedule B. to this Act annexed, of the Railway and Works following of the *Devon and Cornwall* Company (in this Act called the *Okehampton* Railway); that is to say, the Railway from the *North Devon* Railway at *Colebrook* to *Okehampton*, and the Sidings, Stations, Approaches, Yards, Works, and Conveniences belonging thereto or connected therewith, as the same are now authorized by "The *Okehampton* Railway Act, 1862," and "The *Okehampton* Railway Act, 1864," respectively.

Lease or
Transfer to
entitle
Company to
Okehampton
Railway.

55. In accordance with the Terms and Conditions agreed on for the Lease or Transfer of the *Okehampton* Railway to the Company, the Lease or Transfer shall entitle the Company, and their Directors, Officers, and Servants respectively, to the Management, Maintenance, working, User, and Enjoyment of the *Okehampton* Railway and Premises comprised therein.

Duties of
Devon and
Cornwall
Company as
to *Okehampton*
Railway
to be per-
formed by
Company.

56. During the Term agreed on for the Lease, or from and after the Time agreed on for the Transfer, the Company, in accordance with the Terms and Conditions agreed on, shall be subject to, and perform, conform, and be liable to, all Duties, Obligations, and Liabilities whatsoever, under the several Acts from Time to Time in force with respect to the *Okehampton* Railway comprised in the Lease or Transfer, to which the *Devon and Cornwall* Company, if the Lease or Transfer were not made, would be subject or liable in respect of the same.

57. The

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Act, 1866.*

57. The Right, Powers, and Privileges of the *Devon and Cornwall* Company, and their Directors, Officers, and Servants respectively, which, by virtue of any of the Acts from Time to Time in force with respect to that Company, might be exercised and enjoyed by them respectively with respect to the *Okehampton* Railway and Premises comprised in the Lease or Transfer, and which, in accordance with the Terms and Conditions agreed on, are to be exercised and enjoyed by the Company, shall, in accordance with those Terms and Conditions, be exercised and enjoyed by the Company, and their Directors, Officers, and Servants respectively, with respect to the *Okehampton* Railway and Premises comprised in the Lease or Transfer, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities under those Acts respectively as those under and with which those Rights, Powers, and Privileges might, if the Lease or Transfer were not made, be exercised or enjoyed by the *Devon and Cornwall* Company, and their Directors, Officers, and Servants respectively.

Powers of Devon and Cornwall Company as to Okehampton Railway to be exercised by Company.

58. During the Term of the Lease, or from and after the making of the Transfer, the Company, in accordance with the Terms and Conditions agreed on, but subject to the Provisions of this Act, shall be subject to, and perform, conform, and be liable to, all Obligations and Liabilities with respect to the Maintenance, Management, Working, and User of the *Okehampton* Railway, and the Traffic thereon, of every Act from Time to Time in force with respect to the *Okehampton* Railway, and shall indemnify the *Devon and Cornwall* Company, and their Shareholders, Directors, Officers, and Servants respectively, from the same, and from all Penalties, Damages, Costs, Claims, and Demands in respect thereof.

Company subject to statutory Obligations as to Okehampton Railway.

59. During the Term of the Lease, or from and after the making of the Transfer, the several Acts relating to the *Okehampton* Railway, or to the *Devon and Cornwall* Company with respect to the same, so far as regards the Maintenance, Management, Working, User, and Enjoyment of the same, and the Traffic on and at the same, and the Tolls, Fares, Rates, and Charges to be demanded and taken for and in respect of the same, shall (but subject to the Provisions of this Act), and in accordance with the Terms and Conditions agreed on for the Lease or Transfer, apply with respect to the same to the Company, and to their Directors, Officers, and Servants, and shall be read and have Effect accordingly.

Acts relating to Okehampton Railway to apply to Company.

60. Provided that the maximum Charges to be made by the Company with respect to Tolls, Fares, Rates, and Charges for the User of the *Okehampton* Railway, or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other

Subject to Limit as to maximum Charges.

[Local.]

33 C

Power,

*London and South-western Railway (Additional Powers)
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Power, and every Expense incidental to the Conveyance of their Traffic on the same, shall not in any Case to which the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in force with respect to the *Okehampton* Railway, and applicable in that Behalf.

Tolls on Traffic conveyed partly on *Okehampton* Railway and partly on any Railway of Company.

61. During the Continuance of the Lease, or from and after the Transfer, the *Okehampton* Railway and the Railways of the Company shall, for the Purposes of 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 *Okehampton* Railway and partly on any Railway of the Company for a Distance less than Four Miles, Tolls and Charges may only be charged as for Four Miles; and in respect of Passengers, for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only; and in respect of Animals and Goods, for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the *Okehampton* Railway and partly on any Railway of the Company.

Saving Rights of Companies.

62. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, and Privileges of the Company, or of any other Company named in this Act.

Saving the Rights of the Duchy of Cornwall.

63. Nothing contained in this Act or in any Act or Acts incorporated herewith, or herein mentioned or referred to, shall extend to authorize the Company to take, use, enter upon, or interfere with any Land, Soil, or Water, or any Rights in respect thereof, belonging to Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, without the Consent in Writing of some Two or more of such of the regular Officers of the said Duchy, or of such other Persons, as may be duly authorized under the Provisions of "The Duchy of *Cornwall* Management Act, 1863," Section 39, to exercise all or any of the Rights, Powers, Privileges, and Authorities by the said Act made exerciseable, or otherwise for the Time being exerciseable, in relation to the said Duchy, or belonging to the Duke of *Cornwall* for the Time being without the Consent of such Duke testified in Writing under the Seal of the Duchy of *Cornwall* first had and obtained for that Purpose, or to take away, diminish, alter, prejudice, or affect any Property, Rights, Profits, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

64. Nothing

*London and South-western Railway (Additional Powers)
Act, 1866.*

64. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land or Hereditaments, or any Rights of whatsoever Description, belonging to the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the Estates, Rights, Privileges, Powers, or Authorities vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Saving
Rights of the
Crown.

65. The Company shall not, out of any Money by this Act 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 that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with "The Companies Clauses Consolidation Act, 1845."

Interest not
to be paid on
Calls paid
up.

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

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

67. Nothing in this Act contained shall exempt the Railways by this Act authorized from the Provisions of any General Act relating to Railways, or the better and more impartial Audit of the Accounts of Railway Companies, now or hereafter in force, or from any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges or of the Rates for small Parcels authorized by this Act.

Railway not
exempt from
Provisions
of present
and future
general
Railway
Acts.

68. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

Expenses of
Act.

*London and South-western Railway (Additional Powers)
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SCHEDULE B.

MEMORANDUM OF AGREEMENT made the Twenty-first Day of May in the Year of our Lord One thousand eight hundred and sixty-three between the Okehampton Railway Company (herein-after called the Okehampton Company) of the one Part, and the London and South-western Railway Company (herein-after called the South-western Company) of the other Part. It is hereby agreed between and by the Two Companies as follows; (that is to say,)

Article 1. The Line from Coleford (including the Junction with the North Devon Railway there) to the Terminus at Okehampton shown on the Plan deposited previous to the Application for the Okehampton Railway Act, 1862, to be constructed by the Okehampton Company, with Station at Okehampton, and not less than Three intermediate Stations, single Line of Rails (narrow Gauge) throughout, with Land and over and under Bridges, Culverts, and other Masonry for a double Line, and with Passing Places at every Station; the Lines, Stations, Lands, and Works to be at least as substantial, extensive, commodious, and complete in all respects as the same respectively are on the Branch Line from Exeter to Exmouth.

2. The Line and Works to be executed and completed, and Stations, Station and Gate Houses, Station Yards, Buildings, Waiting Sheds, Goods Sheds, Engine Sheds, Sidings, Turn-tables, Water and other Cranes, Tanks, and Water Loading Banks, Signals, Mile Posts, Inclination Posts, Telegraph Communications, and other Works and Conveniences, or such of them as shall be deemed by the Engineer of the South-western Railway Company necessary to be provided by the Okehampton Company so as to render the Line in every respect fit and safe for Traffic of all Descriptions, and to the Satisfaction of the Government Inspector and the Engineer of the South-western Company, and to be maintained by the Okehampton Company for Twelve Months after the opening of the Line for Traffic, to the Satisfaction of the Engineer of the South-western Company.

3. The Okehampton Company to execute all additional Works for Landowners from Time to Time required under any Acts or Agreements, and also all necessary additional Works required by the Engineer of the South-western Company which they from Time to Time would have to construct if they worked the Line themselves.

4. The Okehampton Railway as described in the First Article to be opened for public Traffic as soon as it is certified by the Board of Trade and the Engineer of the South-western Company as ready for Traffic.

5. All Differences of Opinion between the respective Engineers of the Okehampton and South-western Companies as to the Meaning or Fulfilment of the First, Second, Third, and Fourth Articles to be

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settled by an Umpire to be named by them, or, if they fail to do so, to be named by the Board of Trade.

6. The Okehampton Railway to be worked by the South-western Company for Ten Years after its opening for public Traffic, and (during that Period) the South-western Company to have the sole Working, Control, and Management of the Railway, and its Stations, Works, and Conveniences, and to work the Railway as efficiently as if it formed a Portion of their own System of Railways, and to maintain the Okehampton Railway in the same efficient working Condition as their own Lines of Railway during the Ten Years (except during the Twelve Months mentioned in the Second Article), and to provide all Officers, Servants, Plant, Materials, and other Requisites for the working and maintaining thereof by them, and to pay all Taxes, Rates, and other Outgoings on the following Terms:

7. The gross Receipts in respect of the Okehampton Railway from all Sources, including the Okehampton Company's Mileage Proportion of all Receipts for Through Traffic, and the South-western Company's gross Receipts on their Lines Eastward of Exeter (including the Salisbury and Yeovil Railway) in respect of all Through Traffic passing to or from any Station on the Okehampton Railway over any Part of the South-western Company's System of Railways (including the Salisbury and Yeovil Railway) from or to any Station thereon Eastward of Exeter, between which Station and the Exeter Station Through Tickets are now issued, or Through Rates now exist, to form a Joint Fund to be applied towards making the Payments in the Eighth Article mentioned.

8. The following Payments to be made every Half Year by the South-western Company out of the Joint Fund or otherwise:

- (A.) The Interest not exceeding Five Pounds per Centum per Annum on the Okehampton Company's Debenture Debt not exceeding Forty-three thousand Pounds:
- (B.) An Amount equal to Two per Cent. on the Amount of the Share Capital of the Okehampton Company from Time to Time paid up and expended:
- (C.) The Balance, if any, of the Joint Fund to be paid to the South-western Company.

9. The Amount of Share Capital (B.) in Article 8 referred to is the Amount actually expended, in addition to the Debenture Debt (A.), by the Okehampton Company in obtaining their Act, and on their Line and the Works and Conveniences connected therewith, up to and inclusive of One Year after the opening of the Okehampton Railway, which Amount, not exceeding, in addition to the Debenture Debt, One hundred and twenty-five thousand Pounds, is herein-after referred to as the "Construction Capital," and there is to be added to the "Construction Capital," and considered as an Addition to and Part of the Share Capital (B.) in Article 8 mentioned, any Amount (herein-

after

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after referred to as the "Improvement Capital") expended after the Expiration of the One Year after the opening of the Railway on account of any necessary additional Works required by the Engineer of the South-western Company which the Okehampton Company from Time to Time would have had to construct if they had worked the Line themselves.

10. The South-western Company may at any Time during the Ten Years mentioned in Article 6, by Writing under their Common Seal, require a Lease to be granted to them of the Okehampton Railway for One thousand Years, and the Okehampton Company shall thereupon be bound (subject to the Consent of Parliament) to grant such Lease, the Terms and Conditions of the Lease to be substantially the same as the Terms and Conditions of this Agreement; and when and as often as Application to Parliament shall be made for Authority to grant and to accept the Lease, the Okehampton Company shall consent to the Application, and to the granting of the necessary Powers in that Behalf.

11. The South-western Company may at any Time during the Ten Years mentioned in Article 6, by Writing under their Common Seal, require that the Okehampton Railway shall be absolutely transferred to them, and the Okehampton Company shall be thereupon bound (subject to the Consent of Parliament) to make the Transfer free from all Incumbrances and Liabilities, except the Debenture Debt, in consideration of the full Payment to them of the Amount of their "Construction Capital" and of their "Improvement Capital" (if any); and when and as often as Application shall be made to Parliament for Authority to make and to accept the Transfer, the Okehampton Company shall consent to the Application, and to the granting of the necessary Powers in that Behalf.

In witness whereof the London and South-western Railway Company and the Okehampton Railway Company have hereunto caused their Common Seals to be affixed the Day and Year first above written.



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SCHEDULE C.

AN AGREEMENT made the Thirty-first Day of January One thousand eight hundred and sixty-six between the London and North-western Railway Company (herein-after called the North-western Company) of the First Part, the London and South-western Railway Company (herein-after called the South-western Company) of the Second Part, the North London Railway Company (herein-after called the North London Company) of the Third Part, and the North and South Western Junction Railway Company (herein-after called the Junction Company) of the Fourth Part.

Whereas that Portion of the Railway and Undertaking of the Junction Company, commencing by a Junction with the London and North-western Railway near Willesden, and terminating by a Junction with the South-western Company's Loop Line between Kew Bridge and Brentford, together with the Branch Line to Hammersmith, and which is herein-after called the Junction Railway, has hitherto been used and worked by the North-western Company, the South-western Company, and the North London Railway Company, or some or one of such Companies, under certain Agreements or Contracts dated respectively the Eleventh Day of August One thousand eight hundred and fifty-two, the Sixth Day of May One thousand eight hundred and fifty-three, and the Fifteenth Day of March One thousand eight hundred and sixty-four respectively, and upon the Terms and Conditions therein respectively mentioned :

And whereas it has been agreed between the Companies, Parties hereto, that those Agreements, Terms, and Conditions thereof respectively should respectively, as from the First Day of January One thousand eight hundred and sixty-five, be put an end to and become null and void, except as to Matters and Things already done or Obligations incurred thereunder up to such last-mentioned Day, and that the present Agreement should be substituted in lieu thereof: Now these Presents witness that it is hereby mutually agreed between the North-western Company, the South-western Company, and the North London Company respectively, and the Junction Company, as follows ; (that is to say,)

1. That the Junction Company will, for the Purposes of facilitating the Interchange of Traffic between the Systems of the North-western Company, the North London Company, the South-western Company, and the Junction Company respectively, forthwith, to the reasonable Satisfaction of the Engineers-in-chief of the North-western and South-western Companies respectively, lay down such additional Sidings on their Railway at Willesden as are shown on the Plans hereunto annexed,

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annexed, and thereon coloured Red, and will also, if deemed by the North-western and South-western Companies necessary to meet the Requirements of increased Traffic, on the joint Requisition of those Companies, widen the Bridge over the Grand Junction Canal at the Point marked A on the said Plan, and lay down such additional Sidings as are shown on the said Plan, and thereon coloured Yellow, and will also provide such further Sidings and other Works as may be agreed upon between the Companies, Parties hereto, to be necessary from Time to Time to meet Requirements of increased Traffic, or, in case of Difference, may be determined by Arbitration in manner herein-after provided.

2. That the Junction Company will at all Times during the Continuance of this Agreement, at their own Cost, maintain and keep the Junction Railway, and the Works from Time to Time in connexion therewith, in proper Repair, working Order, and Condition, and fit for the Transit of Engines and Carriages with Passengers, Goods, and otherwise; and if at any Time during the Continuance of this Agreement the said Railway and Works shall not be maintained and kept in such proper Repair, working Order, and Condition as aforesaid, it shall be lawful for the North-western, the South-western, and the North London Companies, or any of those Companies, from Time to Time to make and do all needful and proper Reparations and Amendments to and upon the said Railway and Works, and to charge the Expenses of and incidental thereto against the Junction Company, and, if they should see fit, from Time to Time to set off and deduct the respective Amounts thereof from any Monies which may be or grow due from them, or either of them, to the Junction Company under this Agreement, or otherwise howsoever.

3. That the North-western, the South-western, and the North London Companies respectively shall, during the Continuance of this Agreement, be at liberty to use the Junction Railway, and the Works and Conveniences thereof, and to pass and repass over the same with their own Engines, Carriages, Trucks, and other Vehicles for the Purpose of conveying Passengers, Minerals, Goods, and Merchandise, Live Stock, and Traffic of all Descriptions to and from their respective Railways, subject only to such special Regulations in relation thereto as shall from Time to Time be made or agreed upon between the North-western Company, the South-western Company, and the North London Company, and the Junction Company, and subject also to the Byelaws and General Regulations for the Time being of the Junction Company; and all Expenses incidental to such Traffic shall, subject to the Terms and Conditions herein-after contained, be borne and paid by the North-western, the South-western, and the North London Companies respectively.

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4. That

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4. That the Junctions with the respective Railways of the North-western Company, the South-western Company, and the North London Company, and with any Railway belonging to either of those Companies, or worked by them respectively, and the Appointment, Dismissal, and Regulation of the Persons to work the Junctions, shall be under the exclusive Management and at the Expense of the North-western, the South-western, and North London Companies respectively.

5. That all the Costs, Charges, and Expenses of and incident to the said Railway, Works, and Junctions (including the Maintenance and Repair thereof, but not including the Expenses incidental to the Traffic or the working of the said Junctions,) shall be borne and paid by the Junction Company.

6. That the Number of Trains to be run on the said Junction Railway, and the Time at which such Trains shall respectively run, and the Speed thereof respectively, shall from Time to Time be fixed and determined by the North-western, the South-western, and North London Companies, or, in case of their not agreeing thereon, by the Junction Company; provided that the Number of Trains to be run by the North-western, South-western, and North London Companies respectively shall always be sufficient to accommodate the Traffic passing or intended to pass over the Junction Railway, those Three Companies hereby undertaking and agreeing to use and work the said Junction Railway so as fully and fairly to develop and maintain the Traffic belonging thereto, and which ought in fairness to be sent over the same.

7. The North-western, South-western, and North London Companies respectively will, in the Exercise of their Rights and Privileges under this Agreement, respectively perform and observe the several Provisions contained in the Act or Acts from Time to Time in force with respect to the Junction Railway, and the User and Working thereof, and will at all Times respectively fully indemnify and save harmless the Junction Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims, and Demands whatsoever in any way occasioned or incurred by or by reason of any Act or Default by the North-western, the South-western, and the North London Companies, or any of them, or any of the Directors, Agents, or Servants of those respective Companies, in relation to the User and Working by those Companies, or any of them, of the Junction Railway or any Part thereof, or to any Traffic thereon.

8. For such Liberty to use the Junction Railway the North-western, South-western, and North London Companies shall respectively pay,
and

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and the Junction Company shall receive, the Tolls or Sums of Money herein-after mentioned, and in computing and accounting for such Tolls the Junction Line shall (unless otherwise specially agreed between the North-western, South-western, and North London Companies, or any of them, and the Junction Company) be considered in respect of Passengers and Live Stock Traffic as of the Length of Four Miles, and in respect of Minerals, Goods, and Merchandise Traffic as of the Length of Six Miles :

For Passenger and Live Stock Traffic booked through or carried under this Agreement, the Toll or Sum payable to the Junction Company shall be a Proportion according to Mileage ; that is to say, the actual Mileage in the Case of the North-western, the South-western, and the North London Companies respectively, and the arbitrary fixed Mileage in the Case of the Junction Company, of such Rates and Fares as may be from Time to Time agreed upon between the said Companies, or any of them, and the Junction Company, or, failing Agreement, shall be fixed by Arbitration, after Deduction in the Case of Live Stock Traffic of Terminal Charges at the current Rates allowed under Clearing House Regulations :

For every Ton of Goods and Merchandise, the Sum of One Shilling :

For every Ton of Coals and other Mineral Class Traffic, the Sum of Sixpence :

Provided that before making any of the Payments above referred to the Company so conveying such Passengers, Live Stock, Minerals, Goods, or Merchandise shall be at liberty to deduct therefrom and retain a Sum equal to Thirty-three and one third per Cent. thereof for Working Expenses.

9. In addition to the above Amounts, the Junction Company shall be entitled to receive a Terminal Charge from the North-western, South-western, and North London Companies respectively in respect of all Traffic other than Passenger Traffic conveyed or consigned by those Companies to Stations or Depôts (not including the Junctions) on the Junction Railway, but such Terminal Charge shall never exceed the Rates allowed for the same Description of Traffic as fixed by the Regulations of the Railway Clearing House.

10. The several Tolls or Sums of Money payable by the North-western, South-western, and North London Companies respectively under Article 8 shall not be payable (unless with the Consent of the Company paying the same) before the respective Passengers, Live Stock, Minerals, Goods, and Merchandise in respect of which the same is to be paid shall be actually conveyed over the Junction Railway, but a true and correct Account of all Tolls or Sums of Money

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Money and Terminal Charges payable by the said respective Companies shall be kept by such respective Companies, and Statements thereof respectively made up at the Expiration of every Calendar Month, and delivered to the Junction Company within One Calendar Month next after the Expiration of such Calendar Month, and the respective Amounts found due to the Junction Company upon such Accounts shall be paid to them within One Calendar Month next after the Day when such Accounts respectively ought to be rendered by the North-western Company, the South-western Company, and North London Company respectively.

11. At the Expiration of every Half Year ending the Thirtieth Day of June and the Thirty-first Day of December an Account or Balance Sheet shall be made up by each of them the North-western Company, the South-western Company, and the North London Company, showing the Amount of Traffic passed or conveyed by their Companies respectively over or along the Junction Railway during the preceding Half Year, and of all Traffic conveyed or conveyed by them respectively to Stations upon the Junction Railway, and of all Sums paid and payable by them respectively to the Junction Company under Articles 8, 9, and 10, and the same shall be delivered by the North-western, the South-western, and the North London Companies respectively to the Junction Company on or before the Thirty-first Day of July and the Thirty-first Day of January in each Year, and the Balance, if any, upon such Accounts respectively to the Junction Company shall be paid by the North-western, the South-western, and the North London Companies respectively on or before the First Day of March and the First Day of September in every Year.

12. The North-western Company, the South-western Company, and the North London Company will each respectively keep or cause to be kept full, true, and particular Entries and Vouchers of all Matters and Things which shall be necessary or convenient for ascertaining or testing the Amount of Traffic which shall in pursuance of the Agreement be passed or conveyed by them respectively over or along the Junction Railway, and of all other Matters and Things which may be necessary or proper for the Purposes of this Agreement; and the said Entries, Accounts, and Vouchers shall at reasonable Times be open to the Inspection of the Directors and Agents of the Junction Company, who shall also be at liberty to take Copies or Extracts of or from all or any of such Entries or Accounts or Vouchers, and the North-western and South-western and North London Companies respectively will, if so required by the Junction Company, cause the Entries and Accounts so to be made and kept by
them

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them respectively to be verified by statutory Declaration or otherwise as may be reasonably required.

13. Every Notice, Account, or other Writing to be given or transmitted for any of the Purposes of this Agreement by or on the Part of any or either of the Companies, Parties hereto, to the other or others of them, shall be deemed to be duly given or transmitted if it be signed by the Secretary or other Agent of the Company by or on the Part of which it is given or transmitted, and be left for the other Company or Companies at their principal Office or Offices, or be delivered personally to the Secretary or Secretaries of such other Company or Companies.

14. This Agreement shall commence and have Effect as from the First Day of January One thousand eight hundred and sixty-five, and so far as lawfully may be shall continue in perpetuity.

15. Nothing herein contained shall in any way prejudice or affect or be deemed to prejudice or affect any of the Rights, Powers, or Privileges conferred upon or vested in the Junction Company or the North-western Company respectively by the London and South-western, Kensington and Richmond, Railway Act, 1864.

16. If at any Time any Dispute or Difference shall arise between the Companies, Parties hereto, or any of them respectively, as to the Construction and Effect of this Agreement, or as to any Matter or Thing done or to be done, suffered, or omitted in relation to or for giving Effect thereto, or in any way arising thereout, the same shall as and when it arises be referred to and be determined by Arbitration in the Manner provided by "The Railway Companies Arbitration Act, 1859," and it shall be lawful for the Arbitrator or Arbitrators in any such Reference to award to any or either of the Parties thereto such Compensation as he or they may think reasonable and proper for any Breach of this Agreement or any of the Covenants and Provisions therein contained by the other Company or Companies, and also to award by whom the Cost of any such Reference shall be paid.

17. Any One or more of the Companies, Parties hereto, shall be at liberty to apply in the next or any subsequent Session of Parliament for a Confirmation of this Agreement, or to make it a binding Agreement in perpetuity (if on any Ground it shall be held or deemed not to be a binding Agreement in perpetuity), or for any Modification thereof which may have been agreed upon, or for Powers to execute and perform all or any of the Agreements or Stipulations herein contained which may require the Sanction or Authority of Parliament, and in such Case the other Companies, Parties hereto, shall

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give all Aid in their Power to the successful Prosecution of such Application.

In witness whereof the North-western Company, the South-western Company, the North London Company, and the Junction Company have hereto respectively caused their Common Seals to be affixed the Day and Year first above written.

Seal of the
London and
North-western
Railway
Company.

Seal of the
London and
South-western
Railway
Company.

Common Seal of the North London Railway
Company affixed in the Presence of

THOS. PAINE,
Gresham House,
Solicitor.

Seal of the
North London
Railway
Company.

Seal of the
North and South
Western Junction
Railway
Company.

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