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# VICTORIÆ REGINÆ.

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## *Cap. cclxviii.*

An Act for authorizing the *Somerset and Dorset* Railway Company to acquire additional Lands, and to raise further Monies; and for other Purposes. [23d July 1866.]

**W**HEREAS by "The *Somerset and Dorset* Companies Amalgamation Act, 1862," the *Somerset and Dorset* Railway Company (in this Act called "the Company") were formed by the Amalgamation of the *Somerset Central* Railway Company and the *Dorset Central* Railway Company, and were incorporated with an aggregate Capital of Seven hundred and seventy thousand Pounds, partly Preferential Capital and partly Ordinary Capital, and with Authority to borrow on Mortgage not exceeding Three hundred and six thousand Pounds: And whereas by "The *Somerset and Dorset* Railway Act, 1864," the Company were authorized to raise an additional Capital of One hundred thousand Pounds, and to borrow on Mortgage an additional Sum of Thirty-three thousand Pounds, and to purchase Lands in the Parishes of *East Pennard* and *Evercreech* and *Templecombe* respectively: And whereas it is expedient that the Period by the Act of 1864 limited for the compulsory Purchase by the Company of Lands in the Parishes of *East Pennard* and *Evercreech* and *Templecombe* be extended: And whereas it is expedient that the

[Local.] 42 Y Company

25 & 26 Vict. c. cccxv.  
27 & 28 Vict. c. cccxiii

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Company be authorized to acquire Lands for Station Accommodation at divers Places on their Railway: And whereas it is expedient that the Agreement between the Company and the *London and South-western* Railway Company, which is set forth in the Schedule to this Act annexed, be confirmed: And whereas it is expedient that Agreements between the Company and the Owners of and Parties interested in a Stream in the united Parishes of *St. John the Baptist* and *St. Benedict, Glastonbury*, with respect to the taking and using by the Company of the Waters of the Stream, be authorized: And whereas it is expedient that the Company be authorized to raise further Monies: And whereas Plans showing the Lands by this Act authorized to be acquired for the Purposes of the Company, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of those Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Somerset* and *Dorset*, and those Plans and Books of Reference are in this Act referred to as the deposited Plans 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:

Short Title.

1. This Act may for all Purposes be cited as "*Somerset and Dorset Railway Act, 1866.*"

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

2. The Provisions following of "*The Companies Clauses Consolidation Act, 1845,*" (that is to say,) with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or 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 by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of Shares into Stock, with respect to the General Meetings of the Company and the Exercise of the Right of voting by the Shareholders; with respect to the making of Dividends, with respect to the giving of Notices, and Part 1 (relating to Cancellation and Surrender of Shares) and Part 2 (relating to additional Capital) of "*The Companies Clauses Act, 1863,*" and "*The Lands Clauses Consolidation Act, 1845,*" and "*The Lands Clauses Consolidation Acts Amendment Act, 1860,*" and "*The Railways Clauses Consolidation Act, 1845,*" and Part 1 (relating to Construction of a Railway) and Part 2 (relating to Extension

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Extension of Time) of "The Railways Clauses Act, 1863," (except where expressly varied by this Act,) are incorporated with and are Part of this Act.

3. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to the Construction; and the Expression "the Company" means the *Somerset and Dorset Railway Company*, and the Expression "the *South-western Company*" means the *London and South-western Railway Company*, and the Expression "Superior Courts" or "Court 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.

Interpreta-  
tion of  
Terms.

4. The Company from Time to Time may enter upon, take, and use for the Purpose of providing Station Accommodation, Sheds, Sidings, Works, and Conveniences, and other Purposes of their Undertaking, such Parts as they think fit of the Lands in the Parishes of *Shapwick*, the united Parishes of *St. John the Baptist* and *St. Benedict*, *Glastonbury*, *Wincanton*, *Templecombe*, *Stalbridge*, *Shillingstone* otherwise *Shilling-Okeford*, *Sturminster-Marshall*, *Wimborne*, and *Canford* otherwise *Canford-Magna*, and which are shown on the deposited Plans and specified in the deposited Books of Reference.

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

5. The Company from Time to Time may raise, in addition to the Sums which they are now authorized to raise, by the Creation and Issue of new Shares, whether preferential or ordinary, or both, for the Purposes of this Act, and for the general Purposes of the Company, any additional Capital not exceeding in the whole the Sum of Three hundred thousand Pounds.

Power to  
create ad-  
ditional  
Capital.

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

Shares not  
to issue  
until One  
Fifth paid  
up.

7. 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.

8. The

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Power to  
borrow on  
Mortgage.

8. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole One hundred thousand Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of Three hundred thousand Pounds 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 the 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 Money remaining to be paid on the Shares; and upon Production to the 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.

9. All Mortgages granted by the Company before the passing of this Act in pursuance of any Act of Parliament, and which are now subsisting, shall during the Continuance of those Mortgages respectively have Priority over any Mortgages granted by virtue of this Act.

Arrears may  
be enforced  
by Appoint-  
ment of a  
Receiver.

10. The Mortgagees of the Company under this Act may enforce Payment of Arrears 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 in the whole than One Tenth of the Company's then Mortgage Debt under this Act.

Application  
of Monies.

11. All Monies raised under this Act, whether by Shares or Debenture Stock or by borrowing, shall be applied only for the Purposes of this Act, and for the general Purposes of the Company.

Lands for  
extraordi-  
nary Pur-  
poses.

12. The Company by Agreement from Time to Time may purchase any Land for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," but the Quantity of Land so purchased shall not exceed Five Acres.

Powers for  
compulsory  
Purchases  
limited.

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

14. The

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14. The Powers of the Company under the Act of 1864 for the compulsory Purchase of Lands in the Parishes of *East Pennard* and *Evercreech* and *Templecombe* respectively may be exercised within, but shall not be exercised after, the Expiration of Two Years after the passing of this Act.

Extension of Period for compulsory Purchase of Lands under Act of 1864.

15. The Agreement of the Thirteenth Day of *September* One thousand eight hundred and sixty-three between the Company and the *South-western* Company, which is set forth in the Schedule to this Act annexed, is by this Act confirmed and made binding on the Companies, Parties thereto, and may and shall have full Effect.

Agreement in Schedule between Company and South-western Company confirmed.

16. The Company on the one hand, and the Owners of or Persons interested in the Stream in the united Parishes of *Saint John the Baptist* and *Saint Benedict, Glastonbury*, commonly called the *Mill Stream*, on the other hand, from Time to Time may enter into and carry into effect Agreements with respect to the appropriating, taking, and using by the Company of the Waters of that Stream, and any such Agreement may be for such Period or in perpetuity, and for such Consideration and on such Terms and Conditions whatsoever, as the contracting Parties may agree on.

Power for Company to agree for User of Waters of Streams at Glastonbury.

17. 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 on Calls not to be paid out of Capital.

18. 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 any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to execute any other Work.

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

19. Nothing in this Act contained shall exempt any Railway to which this Act relates from the Provisions of any present or future 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 the Acts relating to those Railways.

Railways not exempt from Provisions of present and future General Acts.

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Expenses of Act.

**20.** 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.

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SCHEDULE.

COPY of the AGREEMENT of September 13th, 1863, with the South-western Company.

ARTICLES OF AGREEMENT made the Thirteenth Day of September in the Year of our Lord One thousand eight hundred and sixty-three between the London and South-western Railway Company (herein-after called "the South-western Company") of the one Part, and the Somerset and Dorset Railway Company (herein-after called "the Somerset and Dorset Company") of the other Part.

WHEREAS by Articles of Agreement dated the Thirtieth Day of April One thousand eight hundred and sixty between the South-western Company of the one Part, and the Dorset Central Railway Company (herein-after called "the Dorset Company") of the other Part, an Agreement was entered into between the Two Companies, Parties thereto, with respect to Through Traffic of the Dorset Company passing over the Poole and Wimborne Line of the South-western Company, and other Matters.

And whereas by Articles of Agreement dated the First Day of May One thousand eight hundred and sixty between the Dorset Company of the one Part, and the South-western Company of the other Part, an Agreement was entered into between the Two Companies, Parties thereto, with respect to the working by the South-western Company of the Blandford and Wimborne Line of the Dorset Company, and other Matters: And whereas the recited Agreements were acted on by the Companies, Parties thereto, but Differences arose between them with respect to the Construction and carrying into effect of the same respectively: And whereas by "The Somerset and Dorset Companies Amalgamation Act, 1862," the Somerset Central Railway Company and the Dorset Company were amalgamated into the Somerset and Dorset Railway Company, Party hereto, of the Second Part, and the several Undertakings, Railways, Works, Properties, and Effects of the Two Companies so amalgamated became and are the Undertaking, Railways, Works, Property, and Effects of the Somerset and Dorset Company, and with respect to the recited Agreements the Somerset and Dorset Company in all respects represent the Dorset Company: And whereas the Railways of the Somerset and Dorset Company form together a continuous Line of Railway from the Coast of Somersetshire at Burnham on the Bristol Channel

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Channel to the Junction near to Wimborne in the County of Dorset of the Blandford and Wimborne Line of the Somerset and Dorset Company with the Southampton and Dorchester Line of the South-western Company: And whereas all such Parts as are not already opened for public Traffic of the Somerset and Dorset Company's Line of Railway are to be opened soon, and the Somerset and Dorset Company are desirous of having the working of the whole thereof, including the Blandford and Wimborne Line, in their own Hands, and in order thereto that the recited Agreements which were respectively entered into for Five Years should be determined, and at their Request the South-western Company have consented that those Agreements shall be determined accordingly: And whereas in order to provide not only for the mutual Advantage of themselves, but also for the Interests of the Public, the Two Companies, Parties hereto, have determined to enter into and execute these Presents by way of Agreement as herein-after appearing: Now therefore these Presents witness that for the Considerations herein appearing it is hereby mutually agreed by and between the Two Companies, Parties hereto, for themselves respectively as follows; that is to say,

*Part 1.—Introductory Provisions.*

Article 1. The following Words and Expressions have in these Presents the following Meanings; that is to say,

- (A.) "Poole and Wimborne Line" means the South-western Company's Line of Railway between the Terminus at Poole of the South-western Company's Line of Railway there, whether the present or any future Terminus thereof at or near to Poole, and the Wimborne Station of the South-western Company's Railway:
- (B.) "Passenger Traffic" means and includes all Passengers and all Animals, Carriages, Parcels, and other Things usually carried by Passenger Trains:
- (C.) "Mineral Traffic" means and includes all Merchandise from Time to Time included in the "Mineral Class" of the general Classification of Goods published by the Railway Clearing House:
- (D.) "Goods Traffic" means and includes all Animals, Carriages, Merchandise, and Things not being Passenger Traffic or Mineral Traffic:
- (E.) "Traffic" means and includes Passenger Traffic and Mineral Traffic and Goods Traffic:
- (F.) "The Commencement of this Agreement," see Article 2.

Article 2. Except only as is otherwise provided by any of the Articles in Part 2, the following Articles of this Agreement shall commence and have Effect on and after the Day on which the Somerset and Dorset Railway is opened for public Traffic throughout from  
Burnham



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Burnham to Wimborne, and that Day is herein-after referred to as "the Commencement of this Agreement."

Article 3. The Two Companies in the Exercise and Performance of their respective Powers and Duties, and so far as they respectively from Time to Time lawfully can, will at all Times co-operate in accordance with this Agreement for their mutual Benefit as friendly Companies, and will use their respective utmost Endeavours to maintain at all Times friendly Relations and Co-operation between themselves and their respective Directors, Agents, Officers, and Servants.

Article 4. These Presents shall not constitute between the Two Companies any Partnership or any Community in Profit or Loss, or give to either of them as against the other any Right to an Account beyond such Rights to Accounts as are expressly provided for by this Agreement, and this Article shall govern the Construction of these Presents.

Article 5. The Failure or continued Failure by either of the Two Companies in the Performance or Observance of any of these Articles shall not discharge the other Company from the complete Performance and Observance of this Agreement, or suspend or affect the Obligation of the Two Companies, or either of them, to perform and observe this Agreement in all respects; but if and when there is any such Failure or continued Failure, the Remedy of the aggrieved Company shall be by Arbitration, and by Arbitration alone, as herein-after provided for: Provided that this Article is subject to Article 63.

*Part 2.—As to now existing Agreements.*

Article 6. The Somerset and Dorset Company hereby waive all Questions between themselves and the South-western Company with respect to the past working of the Wimborne and Blandford Line, or the Traffic thereon or in connexion therewith.

Article 7. The Somerset and Dorset Company will accept the Accounts already and to be hereafter rendered by the South-western Company under the recited Agreements up to the Day on which the working by the South-western Company of the Blandford and Wimborne Line ceases, and will accept the same without Objection thereto, but subject to such Examination thereof as is necessary for ascertaining whether those Accounts include all the Traffic, both local and through, carried by the South-western Company on the Blandford and Wimborne Line up to that Day.

Article 8. The working by the South-western Company of the Blandford and Wimborne Line and the Traffic thereon, and the Control, Management, and Regulation by the South-western Company of that Line, and the Stations, Works, and Conveniences thereof, and the Lands of the Somerset and Dorset Company connected therewith, shall cease on the Commencement of this Agreement.

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Article 9. The Wimborne and Blandford Line, and the Stations, Works, and Conveniences thereof, shall on the Commencement of this Agreement be peaceably and quietly given up by the South-western Company to the Somerset and Dorset Company, and the Somerset and Dorset Company will then accept the same as in the State of Repair and working Order and Condition provided for by Article Seven of the secondly-recited Agreement.

*Part 3.—Wimborne Accommodation.*

Article 10. From and after the Commencement of this Agreement the Somerset and Dorset Company for the Purposes of all the Traffic which they from Time to Time convey on their Railway may run the Trains on their Railway into and out of the Wimborne Station of the South-western Company, and over that Portion of the South-western Company's Railway which lies between the Junction therewith of the Somerset and Dorset Company's Railway and that Station, and the Trains shall start from and arrive at that Station.

Article 11. Those Trains shall be made up at the Wimborne Station by the South-western Company under the Direction of the Guards of the Somerset and Dorset Company.

Article 12. The Exercise by the Somerset and Dorset Company of their Privileges under Articles 10 and 11 respectively shall be subject to all reasonable Byelaws, Rules, and Regulations which the South-western Company from Time to Time make.

Article 13. The South-western Company shall have the sole Charge of the Junction near to Wimborne of the Somerset and Dorset Company's Railway with the South-western Company's Railway, and of the Wimborne Station, and the Portion of the South-western Company's Railway between that Junction and the Wimborne Station, and the sole Working and Management of the Points, Signals, and other Works and Conveniences of and connected with the same respectively, but this Article shall be subject to Section 53, and every other Section, if any, of "The Dorset Central Railway Act, 1857," in any way relating to the Subject Matter of this Article.

Article 14. If and when it is for the Accommodation of the Traffic of the Somerset and Dorset Company found requisite, the Somerset and Dorset Company will provide at their own Expense at or near to the Junction near to Wimborne of their Railway with the South-western Company's Railway proper and sufficient Sidings for the Reception and Accommodation of Mineral Traffic and Goods Traffic passing there between the respective Railways of the Two Companies, and the Points of the Sidings shall be laid out of the Somerset and Dorset Company's Railway.

Article 15. In the event of any Difference arising between the Two Companies as to the Necessity for or the Extent of the Sidings to be

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so provided, or otherwise relating thereto, every such Difference and all Matters incidental thereto shall be referred to and determined by Arbitration as herein-after provided for.

Article 16. In order to the taking by the South-western Company of Waggons to and from those Sidings, they shall be entitled to run over free of Charge so much of the Somerset and Dorset Company's Railway as is requisite for that Purpose, but subject to the Somerset and Dorset Company's reasonable Regulations from Time to Time in force and applicable in that Behalf.

Article 17. The Somerset and Dorset Company will not at any Time erect any Station at or within Two Miles from Wimborne, or use at or within Two Miles from Wimborne any Station other than the South-western Company's Station at Wimborne; but if and when the Somerset and Dorset Company think fit, they may make, maintain, and use a Station at Corfe Mullen level Crossing, and may make, maintain, and use for Passenger Traffic only a Passenger Platform on their own Railway at Lake Gate level Crossing near to Wimborne.

Article 18. The Somerset and Dorset Company, if and when they think fit, may appoint and employ a Carting Agent to collect and deliver their Goods Traffic at Wimborne, and the South-western Company will give to the Carting Agent so appointed the Use of an Office at the Wimborne Station, and Access to that Station at all reasonable Times, and all other proper and sufficient Facilities and Accommodations there for the Purposes of his Duties.

Article 19. Subject to Articles 11 and 18 respectively, the South-western Company will manage and conduct by their Officers and Servants all Traffic of the Somerset and Dorset Company at the Wimborne Station, and will from Time to Time provide proper and sufficient Officers, Servants, Accommodation, and other Requisites at that Station for the due Management and Conduct of that Traffic.

*Part Four.—Payments for Wimborne Accommodation.*

Article 20. The Somerset and Dorset Company will pay half-yearly to the South-western Company One Half of the Expenses of maintaining, renewing, repairing, watching, and regulating the Junction near to Wimborne of their Railway with the South-western Company's Railway, and the Signals, Works, and Conveniences connected therewith.

Article 21. The Somerset and Dorset Company will pay half-yearly to the South-western Company for the Accommodation and Services rendered at the Wimborne Station by them to the Somerset and Dorset Company such a Proportion of the whole Expenses of or appertaining to the Wimborne Station and its Maintenance and Management (less any Reduction thereof under Article 25) as the Business from Time to Time done at that Station for the Somerset and  
Dorset

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Dorset Company bears to the whole Business from Time to Time done at that Station.

Article 22. That Proportion shall be ascertained, up to the Thirtieth Day of June and the Thirty-first Day of December respectively in every Year, by the Number and Quantity of Passengers and Passenger Traffic and Tonnage of Mineral Traffic and Goods Traffic respectively which, during the Half Years ending with those Days respectively, begin or end their Journey at the Wimborne Station, or are re-booked or re-invoiced there.

Article 23. The Somerset and Dorset Company will pay half-yearly to the South-western Company in respect of all Traffic whatsoever of the Somerset and Dorset Company passing over the South-western Company's Railway, between the Junction therewith of the Somerset and Dorset Company's Railway and the Wimborne Station, a due Mileage Share for the Distance between that Junction and the Wimborne Station of the Fares and Rates received for the Traffic, and for the Purposes of these Presents that Distance shall be taken as being Five hundred and fifty Yards.

Article 24. In ascertaining that Mileage Share of Receipts for Traffic the following Regulations shall be in force and be observed by the Two Companies respectively :

(A.) With respect to local Traffic of the Somerset and Dorset Company arriving at and departing from the Wimborne Station, neither Company shall claim any Deduction from the gross Rate for that Traffic in respect of any Terminal Charge at Wimborne, or at any Station on the Somerset and Dorset Railway, unless the Rate be a collected and delivered Rate, and the Traffic be actually carted by the Somerset and Dorset Company, in which Case the Somerset and Dorset Company shall be entitled to deduct out of the Rate, before Division thereof, the actual Payment for the Cartage :

(B.) With respect to Through Traffic passing to or from Wimborne proper and conveyed by the Somerset and Dorset Company to or from any Station off their own Railway, there may be deducted out of the Rate, before the Division thereof, the usual Terminal Allowances in accordance with the Regulations from Time to Time in force of the Railways Clearing House.

Article 25. The Terminal Allowances under Article 24 (B.) to be received by the South-western Company in respect of Terminal Services performed by them at their Wimborne Station, less any Payment by them for actual Cartage, shall be credited in reduction of the Expenses of or appertaining to the Wimborne Station before the Apportionment under Articles 21 and 22 respectively of those Expenses between the Two Companies.

Article

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Article 26. If and when the Somerset and Dorset Company have a Passenger Platform at Lake Gate level Crossing, then all Passenger Traffic to and from that Platform shall, for the Purposes of this Agreement, be treated as Traffic of the Somerset and Dorset Company to and from the Wimborne Station of the South-western Company.

Article 27. With respect to Coal Traffic over all or any Part of the Somerset and Dorset Company's Railway invoiced to Wimborne, the South-western Company may charge the Consignees thereof in respect of Terminal Accommodation there 6*d.* a Ton in addition to the Rate for the same, and that Terminal Charge shall belong wholly to the South-western Company, and shall not be taken into account between the Two Companies.

*Part Five.—Poole and Wimborne Accommodation.*

Article 28. The South-western Company by their own Engines, and in charge of their own Officers and Servants (other than Guards), and under their own reasonable Byelaws, Rules, and Regulations, will convey on their Line, between Poole and Wimborne Station, such Passengers and Goods Trains of the Somerset and Dorset Company as are from Time to Time appointed to run to and from Poole.

Article 29. The Trains of the Somerset and Dorset Company to be so conveyed by the South-western Company shall either be attached to the ordinary Trains of the South-western Company, or be drawn by an Engine of the South-western Company specially appropriated for the Service, as is from Time to Time mutually agreed on between the Two Companies, or as, in case of Difference between them, is determined by Arbitration as herein-after provided for; but the South-western Company shall not, without their own Consent, be required to appropriate or use more than One Engine for that Purpose.

Article 30. The Trains shall be so taken on at such Times as are from Time to Time mutually agreed on between the Two Companies, or as, in case of Difference between them, are determined by Arbitration as herein-after provided for; but the Times shall be so arranged as to avoid all Prejudice to or Interference with the working of the South-western Company's Main Line Traffic between Southampton and Dorchester and intermediate Stations.

Article 31. The South-western Company shall not be bound to provide any Guard for any of those Trains, but the Guards employed by the Somerset and Dorset Company on those Trains shall work through to and from Poole, and the Trains shall be made up at Poole by the South-western Company under the Direction of the Guards of the Somerset and Dorset Company.

Article 32. The Wages and Clothing of the Guards employed on those Trains shall be paid and provided by the Two Companies

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respectively in proportion to the Train Mileage run by those Trains upon the Lines of the Two Companies respectively.

Article 33. The Somerset and Dorset Company, if and when they think fit, may appoint and employ a Carting Agent at Poole to collect and deliver their Goods Traffic at and near to Poole, and the South-western Company will give to the Carting Agent so appointed the Use of an Office in the Poole Station, and Access to that Station at all reasonable Times, and all other proper and sufficient Facilities and Accommodation there for the Purposes of his Duties.

Article 34. If and when the South-western Company so think fit, they may convey by the Somerset and Dorset Company's Trains so conveyed by the South-western Company any local Traffic between Wimborne and Poole Junction and Poole respectively, and the Receipts for all local Traffic so conveyed shall belong wholly to the South-western Company.

*Part Six.—Poole and Burnham Traffic.*

Article 35. The Two Companies, so far as they respectively lawfully can, will forthwith after the Commencement of this Agreement establish, and at all Times thereafter maintain, between Poole and Burnham continuous Train Service for all Traffic whatsoever, and the same shall be so established and maintained, subject, so far as regards the Poole and Wimborne Line, to the Terms and Conditions of Part 5 of this Agreement.

Article 36. Except as is otherwise provided by Article 28, the whole of the Carriages and other Rolling Stock, Plant, Materials, and other Requisites necessary for conveying all the Traffic between Poole and Burnham, or any other Station on the Somerset and Dorset Company's Railway, or to which that Company from Time to Time work or convey Traffic, shall be provided by the Somerset and Dorset Company alone, without any Charge being made by them against the South-western Company for the User of the same.

Article 37. The South-western Company will be responsible for all Damage or Injury to any such Carriages, Rolling Stock, and Plant while upon their Line, in accordance with the Regulations Numbers 123 and 124 of the Railways Clearing House, dated January One thousand eight hundred and sixty-three.

*Part Seven.—Through Fares and Rates.*

Article 38. The Two Companies, so far as they respectively lawfully can, will forthwith after the Commencement of this Agreement establish, and at all Times thereafter maintain, between Poole and Poole Junction and Wimborne Station respectively on the one hand, and all Stations on the Somerset and Dorset Railway and all other Stations to which the Somerset and Dorset Company from Time to Time can book Traffic respectively on the other hand, a complete System

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System of Through Fares and Rates and Through Booking and Invoicing for all Traffic, with such Modifications, if any, from Time to Time of the System as Circumstances require, and respectively as are proper and sufficient for the due Conduct of the Traffic.

Article 39. Every Difference between the Two Companies as to the Performance of Article 38, or as to the Necessity, Propriety, or Sufficiency of any Modification as therein expressed, shall in the first instance be referred to the respective Traffic Managers of the Two Companies to be determined by them, or, if they fail to agree thereon, shall then be referred to and determined by Arbitration as herein-after provided for.

Article 40. The Through Fares and Rates to be taken by the Two Companies respectively for the Traffic conveyed on the Poole and Wimborne Line or any Part thereof, and also on the Somerset and Dorset Railway or on any Part thereof, and whether or not also on any other Railway or Railways, shall from Time to Time, so far as regards the Poole and Wimborne Line and the Somerset and Dorset Railway respectively, be fixed by the respective Traffic Managers of the Two Companies, or, if they fail to agree thereon, shall then be determined by Arbitration as herein-after provided for.

Article 41. If and whenever the Two Companies fail to agree on any such Through Fare or Rate, then, until the Matter be so determined by the Traffic Managers or by Arbitration, the South-western Company as regards Traffic arising on the Poole and Wimborne Line, and the Somerset and Dorset Company as regards the Traffic arising on the Somerset and Dorset Railway, may fix the Through Fare or Rate not so determined, and every Through Fare or Rate so fixed and published shall (but without Prejudice to the ultimate Rights of either Party as the same may be thereafter determined by the Traffic Manager or by Arbitration) be charged as the Through Fare or Rate for the respective Traffic until every Question relating thereto is so determined.

Article 42. Provided that, except only as is otherwise expressed in this Article, the South-western Company shall not be bound to agree to any Through Fare or Rate in respect of, or to convey in Trains of the Somerset and Dorset Company between Poole and Wimborne Stations, or to book from Poole or Poole Junction, or the Wimborne Station, over the Somerset and Dorset Company's Railway, any Traffic which from Time to Time can be conveyed wholly in Trains of the South-western Company between Poole or Poole Junction, or the Wimborne Station, and the Point to which the Traffic is consigned, but the Two Companies will agree to Through Fares and Rates between Poole and Poole Junction and the Wimborne Station respectively and all Stations on the South-western Company's Railway West of Dinton by way of the Somerset and Dorset Railway.

Article

*Somerset and Dorset Railway Act, 1866.*

Article 43. The Through Rates to be from Time to Time fixed for Traffic shall include the Terminal Charges in accordance with this Agreement for the respective Traffic, but there shall be no Terminal Charge for Passenger Traffic.

Article 44. The Through Rates to be made to any Place not immediately on either of the Two Lines shall be made to the Place, and the Distance carted over between the Station and the Place shall not be reckoned for the Purposes of this Agreement as Mileage, but the Cost of the Cartage shall be covered by the Terminal Allowance.

Article 45. The Through Fares and Rates determined on in accordance with this Agreement, and from Time to Time in force, shall be binding on the Two Companies respectively, and shall be in good Faith observed and carried into effect by them respectively.

Article 46. Provided that the Fares, Rates, and Charges from Time to Time determined on in accordance with this Agreement shall in no Case exceed the Fares, Rates, and Charges which are then the lawful maximum Fares, Rates, and Charges respectively.

Article 47. The Two Companies respectively will convey in accordance with this Agreement on the South-western Company's Lines between Poole and the Wimborne Station, and on the Somerset and Dorset Railway respectively, all Traffic for which Through Fares are determined on in accordance with this Agreement at the Through Fares and Rates so determined on, and from Time to Time in force.

Article 48. No Departure from any of the Through Fares and Rates from Time to Time in force shall be made directly or indirectly by either of the Two Companies without or otherwise than in accordance with a special Arrangement between them, testified by Writing under the Hands of their respective Secretaries or Traffic Managers.

*Part Eight.—Terminal Charges.*

Article 49. With respect to Traffic of the Somerset and Dorset Company conveyed in accordance with this Agreement to or from Poole, the Terminal Charges shall be as follows; that is to say,

First. Terminal Charges on Through Traffic, as, for example, Traffic between Bristol and Poole:

(A.) If the Rate for the Traffic other than Mineral Traffic be a collected and delivered Rate, then Four Shillings a Ton shall be allowed to each Terminal Station in accordance with the usual Regulations in that Behalf of the Railways Clearing House from Time to Time in force:

(B.) The Four Shillings a Ton so allowed to the Poole Station shall be divided thus:

(C.) If the Somerset and Dorset Company perform the Cartage at Poole, then that Company shall have Three Shillings, and the South-western Company shall have One Shilling:

(D.) If



*Somerset and Dorset Railway Act, 1866.*

(D.) If the South-western Company perform the Cartage at Poole, then that Company shall have Three Shillings, and the Somerset and Dorset Company shall have One Shilling :

(E.) If the Rate for the Traffic be a Station to Station Rate, then One Shilling and Sixpence a Ton shall be allowed to each Terminal Station, in accordance with the usual Regulations in that Behalf of the Railways Clearing House from Time to Time in force :

(F.) The One Shilling and Sixpence a Ton so allowed to the Poole Station shall be divided thus: the South-western Company shall have One Shilling, and the Somerset and Dorset Company shall have Sixpence :

(G.) Out of Rates for Minerals, Ninepence a Ton shall be allowed to each Terminal Station, in accordance with the usual Regulations in that Behalf of the Railways Clearing House from Time to Time in force :

(H.) The Ninepence so allowed to the Poole Station shall be divided thus: the South-western Company shall receive Sixpence, the Somerset and Dorset Company shall receive Threepence :

(I.) If the Cartage at Poole be not performed by either of the Two Companies, and there be allowed to the Consignee One Shilling and Sixpence a Ton for the Cartage, then the Company making the Allowance shall receive as their Proportion of the Terminal Charge Two Shillings and Ninepence a Ton, covering the Allowance, and the other Company shall receive as their Proportion One Shilling and Threepence a Ton :

(K.) If neither Company perform the Cartage at Poole, and no Allowance be made to the Consignor or Consignee, then each of the Two Companies shall receive as their respective Proportion of the Terminal Charge Two Shillings a Ton :

Secondly. Terminal Charges on local Traffic, as, for example, Traffic between Poole and Blandford :

(L.) If the Rate for the Traffic be a collected and delivered Rate, then Three Shillings a Ton shall be allowed to each Terminal Station :

(M.) The Three Shillings a Ton so allowed to the Poole Station shall be appropriated thus :

(N.) If the South-western Company perform the Cartage at Poole, then that Company shall have the whole Three Shillings :

(O.) If the Somerset and Dorset Company perform the Cartage at Poole, then that Company shall have Two Shillings, and the South-western Company shall have One Shilling :

(P.) If the Rate for the Traffic be a Station to Station Rate, then One Shilling a Ton shall be allowed to each Terminal Station,

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- and the One Shilling a Ton so allowed to the Poole Station shall belong wholly to the South-western Company :
- (Q.) Out of the Rates for Minerals other than Coals, Sixpence a Ton shall be allowed to each Terminal Station, and the Sixpence a Ton so allowed to the Poole Station shall belong wholly to the South-western Company :
- (R.) Out of the Rate for Coals conveyed outwards from Poole Twopence a Ton shall be allowed to each Terminal Station, and the Twopence a Ton so allowed to the Poole Station shall belong wholly to the South-western Company :
- (S.) The South-western Company may charge for themselves against Consignees, and in addition to that Rate, Fourpence a Ton for Wharfage of the Coals at their present or any future Wharf at Poole :
- (T.) The Somerset and Dorset Company may charge for themselves against Consignees, and in addition to that Rate, Sixpence a Ton for Terminal Accommodation of the Coals at any of their own Stations :
- (V.) Out of the Rate for Coals conveyed inward to Poole, Twopence a Ton shall be allowed to each Terminal Station, and the Twopence a Ton so allowed to the Poole Station shall belong wholly to the South-western Company :
- (W.) The Somerset and Dorset Company may charge for themselves against the Consignees, and in addition to that Rate, Fourpence a Ton for Wharfage of the Coals at their present or any future Wharf at or near to Highbridge or Burnham :
- (X.) The South-western Company may charge for themselves against Consignees, and in addition to that Rate, Sixpence a Ton for Terminal Accommodation of the Coals at Poole.

*Part Nine.—Payments for Poole and Wimborne Traffic.*

Article 50. The South-western Company shall receive for conveying, in accordance with this Agreement, Traffic in Trains of the Somerset and Dorset Company between Wimborne Station and Poole Station, in addition to any Payments to them under Article 49, a Mileage Share of the gross Receipts after deducting therefrom the Terminal Charges provided for by this Agreement, and for the Purposes of these Presents the Distance between those Two Stations shall be taken as being Eight Miles.

*Part Ten.—Traffic Facilities.*

Article 51. The Provisions of this Part of this Agreement do not relate to any Poole and Wimborne Traffic or Poole and Burnham Traffic, for which respectively Provision is made by Parts Five and Six of this Agreement.

Article 52. The Two Companies, so far as they respectively lawfully can, will forthwith, after the Commencement of this Agreement, establish

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*Somerset and Dorset Railway Act, 1866.*

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establish and at all Times thereafter maintain all proper and sufficient Facilities for the Through Booking and Through Rates and Fares, and for a full and free Interchange between their respective Railways, of all Traffic whatsoever passing by way of Wimborne Junction and Templecombe Junction respectively which can be conveyed by the Two Companies to or from any Places whatsoever, with such Modifications, if any, from Time to Time of the Facilities as Circumstances require, and respectively as are proper and sufficient for the due Reception, Accommodation, Conveyance, Delivery, and Conduct of the Traffic.

Article 53. Every Difference between the Two Companies as to the Performance of Article 52, or as to the Necessity, Propriety, or Sufficiency of any such Modification, shall in the first instance be referred to the respective Traffic Managers of the Two Companies to be determined by them, or, if they fail to agree thereon, shall then be referred to and determined by Arbitration as herein-after provided for.

Article 54. The Route by which any such Traffic is to be forwarded, that is to say, whether by way of Wimborne Junction or by way of Templecombe Junction, shall in every Case be the shortest Railway Route, except only where the Traffic is specially consigned by the original Consignor to be conveyed by the longer Railway Route.

Article 55. For the Purposes of the Interchange and Transmission of the Traffic, the Times for the Arrival and Departure of the Trains of the Two Companies respectively at and from the Stations at or nearest to Wimborne Junction and Templecombe Junction respectively shall from Time to Time, so far as conveniently may be, so arranged by the Two Companies respectively as to afford all reasonable Facilities for the Traffic passing at those Junctions respectively on and off the Lines of the Two Companies respectively, due Regard being had to the relative Importance of the Traffic of the Two Companies respectively, and to the other Objects of the Trains.

Article 56. In every Case of Difference between the Two Companies as to those Times, the Times shall be determined by their respective Traffic Managers, or, failing their Agreement thereon, shall be referred to and determined by Arbitration as herein-after provided for, the Object to be kept in view being that there shall not at any Time be any reasonably avoidable Delay of any Traffic.

Article 57. For the Purposes of the Interchange and Transmission of the Traffic where any Carriages, Waggons, or Trucks, whether loaded or empty, which are owned or used by either of the Two Companies, are brought to or standing at any Station or Siding at or near to Wimborne or Templecombe owned or managed by the other Company in order to be, in accordance with this Agreement, worked from that Station or Siding over any Part of the Railway of that

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that Company, the Company so owning or managing the Station or Siding will duly forward the Carriages, Waggons, or Trucks, and duly work the same to or, so far as the same Company properly can, towards their Destination, and will so forward them without any reasonably avoidable Delay.

Article 58. The Carriages, Waggons, and Trucks to be so forwarded and worked shall not, without the Consent of the Company, forwarding and working them, be attached to other than Goods Trains, and neither Company shall, without its Consent, be bound to attach or detach any Carriage, Waggon, or Truck to or from any Passenger Train.

Article 59. The handling and Management of the Traffic on the Railways of the Two Companies respectively, and in the Stations, Yards, Buildings, and Conveniences on and connected with those Railways respectively, shall, subject to Articles 11 and 16 respectively, rest exclusively with whichever of the Two Companies from Time to Time owns, works, or manages the respective Railway, Stations, Yards, Buildings, or Conveniences.

Article 60. The Guards and other Officers and Servants of each Company employed on or about any Carriages, Waggons, or Trucks of that Company conveyed or to be conveyed in accordance with this Part of this Agreement shall, while at or upon any Part of the Railway, or any Siding, Station, Yard, or Building of the other Company, be bound by and conform to all the Byelaws, Rules, and Regulations of that Company with respect to the Government and Conduct of their own Guards and like Officers and Servants which are from Time to Time in force.

Article 61. Each of the Two Companies forwarding, working, handling, or managing in accordance with this Part of this Agreement any Traffic for the other Company shall, subject to the Terms and Provisions of this Agreement, and unless otherwise from Time to Time agreed between them, be allowed for the same all Payments, Allowances, and Charges in accordance with the usual Regulations in that Behalf of the Railways Clearing House from Time to Time in force.

*Part Eleven.—New Lines to Poole and Bournemouth.*

Article 62. If at any Time hereafter the South-western Company make or acquire or take on Lease or obtain any Working Powers or Traffic Facilities over any not now existing Line of Railway from their Railway Line to the Southward and Westward of Wimborne to or towards Poole or Bournemouth, the Somerset and Dorset Company shall have the Option of claiming in perpetuity, or for a Term corresponding with the Duration of the South-western Company's Lease or Working or Traffic Arrangement, the like Facilities and Powers in respect of that Line as are by this Agreement accorded to them in respect of the Poole and Wimborne Line.

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Article 63. Except in accordance with Article 62, the Somerset and Dorset Company will not at any Time hereafter directly or indirectly promote, subscribe to, or otherwise assist, or take on Lease or work over or use, or agree to take on Lease or work over or use, all or any Part of any Line of Railway not now authorized to or towards Poole or Bournemouth, but so far as they from Time to Time lawfully can will forward and receive all Traffic to or from Poole or Bournemouth by means only of the Railways from Time to Time of the South-western Company; and if there be any Failure or continued Failure by the Somerset and Dorset Company in the Observance of this Article, the South-western Company may, if they think fit, declare themselves discharged from the further Performance and Observance of this Agreement; and if they so declare, then this Agreement as to all then future Operation thereof (but without Prejudice to the then existing Rights and Claims of the Two Companies respectively in respect of Matters then past) shall be absolutely at an end.

*Part Twelve.—Accounts and Payments.*

Article 64. Each of the Two Companies will duly keep all such Accounts with all such Items and Vouchers as are from Time to Time proper and sufficient for the Purposes of this Agreement, and the same shall at all reasonable Times be open to the Inspection and Transcription of the Secretary and Accountant of the other Company, or such other Persons as the other Company from Time to Time by Writing under the Hand of their Secretary appoint for the Purpose, and they shall have for the Purpose of the Inspection and Transcription all proper and sufficient Facilities, including Free Passes, the Services of Clerks, and the Use of Rooms, Stationery, Fire, and Lights.

Article 65. Each of the Two Companies will at the End of each Calendar Month transmit to the other an Account of all Monies claimed by the respective Company from the other Company in respect of Matters arising under Part Ten of these Articles, and the several Accounts so from Time to Time transmitted shall be thereupon immediately examined and settled, and the Amounts found due by each or either of the Companies to the other on such respective monthly Accounts shall be ascertained and paid at or before the End of the Calendar Month next ensuing the Month to which each respective Account relates, and each of the Two Companies will, within Thirty Days next after every half-yearly Day, transmit to the other an Account proper and sufficient for the Purposes of this Agreement of all the gross Receipts of the respective Company during the then last Half Year in respect of Traffic, and of all other Matters of Account to which this Agreement relates (except in respect of Matters arising under Part Ten of these Articles).

Article 66. Every half-yearly Statement to be so transmitted shall contain all such Particulars and in such Detail as are proper and

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sufficient for the clear explaining and fair understanding thereof, and for showing the Proportions in which any Receipts divisible between the Two Companies in accordance with this Agreement are so divisible, and every such Statement shall be under the Hand of the Secretary of the Company transmitting it.

Article 67. Each of the Two Companies will, whenever thereunto reasonably required by the other Company, by Writing under the Hand of their Secretary or Accountant, duly verify the Accounts and Statements transmitted by the respective Company, and will produce for the Verification all proper and sufficient Vouchers.

Article 68. Every Difference between the Two Companies as to the Mode of keeping or the Propriety or Sufficiency of the Accounts, or any of them, or as to the Mode or Time of transmitting any Statement of the Accounts or any of them, or as to the verifying of the Accounts or any of them, shall be determined by Arbitration as herein-after provided for.

Article 69. The Payments to be made to the Two Companies respectively in accordance with this Agreement shall, except as in Article 65 provided, be made half-yearly up to and within Forty-two Days next after the Thirtieth Day of June and the Thirty-first Day of December respectively in every Year, and the First half-yearly Payment shall be made within Forty-two Days next after whichever of those half-yearly Days happens next after the Commencement of this Agreement.

*Part Thirteen.—Arbitration.*

Article 70. All Matters which, in accordance with any of the Articles of these Presents, are to be determined by Arbitration, and all Questions and Differences from Time to Time arising between the Two Companies touching the Construction or Effect or any of the Incidents or Consequences of this Agreement, or otherwise touching this Agreement or any of the Subject Matters thereof, or relating to the Premises, shall be referred by the Two Companies, and may be referred by either of them, to Arbitration under this Part of this Agreement.

Article 71. Every Reference to Arbitration in pursuance of these Presents shall be made to a single Arbitrator, and shall be so made in accordance with "The Railway Companies Arbitration Act, 1859."

Article 72. These Presents, so far as is requisite for full Effect being given to the Provisions thereof with respect to Arbitration, shall have Effect as an Agreement in pursuance of "The Railway Companies Arbitration Act, 1859," for a Reference by the Two Companies respectively to the Arbitration of a single Arbitrator.

Article 73. A Person from Time to Time agreed on by Writing under the Hands of the respective Chairmen of the Two Companies, or him failing, then a competent and impartial Person to be on the Application

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Application of the Two Companies, or either of them, named by the President of the Institution of Civil Engineers, shall from Time to Time be the single Arbitrator for the Purposes of these Presents.

Article 74. The Submission to Reference made by these Presents may and shall within Six Calendar Months after the Day of the Date of these Presents be made a Rule of Her Majesty's Court of Queen's Bench at Westminster on the Application of the Two Companies, and they will apply to the Court for the Purpose: Provided that if it be not so made a Rule of Court within that Period, then it may and shall be made a Rule of that Court at any Time thereafter, on the Application of the Two Companies or either of them.

Article 75. A Judge of the Court, as well as the Court, may at any Time or from Time to Time remit the Matters in question or any of them to the Arbitrator, with any Directions the Judge thinks fit, and notwithstanding the Time for making the Award have expired.

Article 76. The Arbitrator, so far as is consistent with "The Railway Companies Arbitration Act, 1859," from Time to Time may award as to the Performance or Observance or the Non-performance or Non-observance of any of the Articles of these Presents, and as to the Fact and Extent of any such Non-performance or Non-observance, or as to any Claim by either of the Two Companies against the other of them by reason of any such Non-performance or Non-observance, and as to the Fact and Extent of any Damage or Injury occasioned or sustained by reason of any such Non-performance or Non-observance, and may award the Compensation to be paid or made in respect of any such Damage or Injury, and as to the Costs with reference thereto.

Article 77. The Arbitrator may make several successive Awards each as to a Part of the Matter in question; and every such Award shall for such Time as the Arbitrator thinks fit and expresses in the Award, or if he do not express any Time then unless and until he make any Award contrary thereto, be binding as to all the Matters to which it extends; and where the Arbitrator makes several Awards it shall not be an Objection to a later Award that it alters or revokes any of the Terms or Conditions of an earlier Award.

Article 78. The Arbitrator may make his Award or any of the Terms thereof conditional or alternative, and by his Award may direct, consistently with the lawful Powers, Duties, and Obligations from Time to Time of the Two Companies respectively, that any Act, Deed, or Thing shall be made, done, executed, assented to, suffered, or omitted by the Two Companies or either of them, and may prescribe such lawful Conditions for ensuring the due Performance or Observance of the Award as he thinks fit, including, if he think fit, any lawful Condition that in the event of any Failure by either Company in the due Performance or Observance of the Award any Sum or  
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Sums shall be paid by the Company in default to the other Company as liquidated Damages for the Default.

Article 79. Where by any Award made in accordance with these Presents any Sum is lawfully made payable by either of the Two Companies to the other of them, the Company awarded to pay the same will in accordance with the Award pay to the Company awarded to receive the same the Sum so awarded.

Article 80. The Two Companies respectively will in all other respects perform and observe and abide by every Award made by the Arbitrator consistently with the lawful Powers, Duties, and Obligations from Time to Time of the Two Companies respectively, and consistently with the Powers and Duties of the Arbitrator under the Railway Companies Arbitration Act, 1859, and these Presents respectively, and will accordingly make, do, execute, assent to, suffer, and omit respectively the several Acts, Deeds, and Things by the Award so required to be made, done, executed, assented to, suffered, and omitted respectively.

Article 81. Neither of the Two Companies will at any Time commence or continue any Proceedings whatsoever at Law or in Equity against the other Company with respect to any Matter whatsoever which could be decided by Arbitration under these Presents, save only any Proceedings for compelling the Reference of the Matter to Arbitration in accordance with these Presents, or for giving Effect to the Reference or to any Award thereon.

*Part Fourteen.—Compulsory Provisions.*

Article 82. Where the Arbitrator is required by either of the Two Companies to act, he shall, if so requested by the other Company, determine and award whether the Conduct of the Company requiring him to act was frivolous or vexatious, or both.

Article 83. In every Case the Arbitrator, if he think fit, may determine and award whether the Conduct of either of the Two Companies in or about the Business of the Reference was frivolous or vexatious, or both, and whether either of the Two Companies were guilty of or occasioned any improper Delay in or about commencing or proceeding in the Reference and whether either of the Two Companies with respect to the Reference occasioned any needless Loss or Damage or any unjustifiable Expense to the other Company.

Article 84. Where the Arbitrator in accordance with Article 82 or Article 83 awards that the Conduct of either of the Two Companies was frivolous or vexatious, or both, or that either of the Two Companies was guilty of or occasioned any improper Delay, or that either of the Two Companies occasioned any needless Loss or Damage or unjustifiable Expense to the other Company, he may assess and award any such lawful Sum as he thinks proper to be paid in that Behalf by the  
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the Company so found to be in default to the other Company as and for liquidated Damages in that Behalf.

*Part Fifteen.—General Provisions.*

Article 85. Every Requisition, Account, Statement, Notice, or other Writing to be for any of the Purposes of these Presents given by either of the Two Companies to the other of them shall be sufficient if it be in Writing under the Hand of the Secretary of the Company giving it, and be delivered for the other Company to their Secretary, or be left for them with One of their principal Officers as regards the South-western Company at their Waterloo Bridge Station, or as regards the Somerset and Dorset Company at their Glastonbury Station.

Article 86. Provided that any such Requisition, Account, Statement, Notice, or other Writing so signed may be sent by Post as a registered Letter addressed to the Secretary to whom it might be so delivered at the respective Office specified in Article 85; and every such Letter so sent by Post shall for the Purposes of this Agreement be deemed to be delivered to the Person to whom it is so addressed on the Day on which it ought in the ordinary Course of the Post to be delivered at the Office to which it is so addressed.

Article 87. The Two Companies respectively, and the irrelative Directors, Agents, Officers, and Servants, will at all Times afford to each other all lawful and reasonable and sufficient Facilities for enabling the Two Companies respectively to obtain the full Benefits intended to be secured to them respectively by these Presents.

Article 88. The Two Companies respectively, and their respective Directors, Agents, Officers, and Servants, will, in the Exercise of their respective Rights and Privileges under this Agreement, in all respects duly conform to the several Obligations and Provisions of the Acts of Parliament, whether general or local, from Time to Time in force with respect to the Railways of the Two Companies respectively to which this Agreement relates, and the Traffic thereon.

Article 89. Each of the Two Companies will at all Times fully and freely indemnify and save harmless the other Company from and against all Penalties, Forfeitures, Losses, Damages, Costs, Charges, and Expenses, Claims and Demands whatsoever in any way happening by reason of any Act or Default of the respective Company, or their Directors, Agents, Officers, or Servants, or any of them, in relation to any of the Subject Matters of this Agreement; and for the Purposes of this Article any Guard of either Company while employed on or at the Railway or Works of the other Company shall be deemed a Servant of that other Company.

Article 90. The Two Companies respectively, and their respective Directors, Agents, Officers, and Servants, will from Time to Time

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make, do, execute, and assent to all such lawful and reasonable Acts, Deeds, and Things whatsoever as are from Time to Time proper and sufficient for giving full Effect to this Agreement.

Article 91. The Rights and Facilities by these Presents, conceded by the Two Companies respectively to each other being so conceded on the Faith of the Two Companies respectively not exercising such Rights and Facilities to the Injury of the other of them, neither Company will at any Time use any of those Rights and Facilities to the Injury or Damage of the other Company.

*Part Sixteen.—Parliamentary Sanction.*

Article 92. This Agreement shall be in perpetuity, and if the Two Companies or either of them so require, and Parliament so think fit, so much thereof as relates to Traffic to and from Poole and Bournemouth respectively, and the Adoption by the Somerset and Dorset Company of the South-western Company's Railways between Wimborne and Poole and between Poole and Bournemouth respectively, and the Stations from Time to Time thereon, as the Route and Means by which the Traffic of the Somerset and Dorset Company to and from Poole and Bournemouth respectively shall pass and be accommodated between their Railway and Poole and Bournemouth respectively, and at Poole and Bournemouth respectively, and the Provision as herein agreed by the South-western Company for the Conduct of that Traffic, and the User and Enjoyment for the Purposes thereof of those Railways and Stations of the South-western Company, shall be confirmed by Act of Parliament, for which either Company may at any Time apply; and every Application for the Purpose shall be supported by the other Company, the Expenses being borne by the Company making the Application. In witness whereof the South-western Company and the Somerset and Dorset Company have hereunto caused their Common Seals to be affixed the Day and Year first above written.

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Somerset  
and Dorset  
Company's  
Seal.

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