



ANNO TRICESIMO & TRICESIMO PRIMO

# VICTORIÆ REGINÆ.

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## *Cap. clvi.*

An Act for authorizing the *London and South-western* Railway Company to make new Works, and for authorizing divers Arrangements between that Company and other Railway Companies, and for defining and regulating the Capital and Debt of that Company, and for other Purposes; and of which the Short Title is "*South-western Railway (General) Act, 1867.*" [25th July 1867.]

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 Works following by this Act authorized; that is to say,  
(A.) The Diversion of a public Road at *Wimbledon*:  
(B.) Alterations of the Line and Levels of Part of the Railway by the *South-western (North Devon) Railway Act, 1865*,  
authorized:

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And

*South-western Railway (General) Act, 1867.*

And whereas by the Heads of Agreement of the Fifth Day of *January* 1865, which are set forth in the Schedule to and are confirmed by the *Dover and South-western Companies Act, 1865*, the *London, Chatham, and Dover Railway Company* (in this Act called the *Dover Company*) became bound to finish and complete the Railway (No. 7.) by the *London, Chatham, and Dover Railway (New Lines) Act, 1864*, authorized (in this Act called the *Dover Line (No. 7.)*), so that the same should be ready for Traffic on or before the Thirty-first Day of *July* 1866, and the Company became bound to pay to the *Dover Company* in respect of that Railway and otherwise, as in those Heads of Agreement is expressed, 316,000*l.*: And whereas the Company have already paid to the *Dover Company* 223,500*l.* (that is to say, the 200,000*l.* mentioned in the Heads of Agreement, from and after the Payment of which Sum the Company's Powers of working over and using the Portions of Railway, Stations, and Works of the *Dover Company* mentioned in the Fourth of those Heads of Agreement were to commence, and 23,500*l.*, Part of the further Sum of 116,000*l.* mentioned in that Article,) in respect of the *Dover Line (No. 7.)* in part of the 316,000*l.*: And whereas the *Dover Company* have not begun the making of the *Dover Line (No. 7.)*, and have not acquired the whole of the Lands requisite for that Railway: And whereas it is of great Importance to the Company that the *Dover Line (No. 7.)* be completed: And whereas the *Dover Company* have not at present the Means of making the *Dover Line (No. 7.)*: And whereas it is expedient that the Company be authorized to exercise the Powers of the *Dover Company* with respect to the making and maintaining of the *Dover Line (No. 7.)*, and Provision be made for securing the Company in respect of any Monies which they expend for the making and maintaining of that Railway: And whereas by the *London and South-western (Kensington and Richmond) Railway Act, 1864*, Sections 45 to 51, both inclusive, and the *South-western (Kensington and Richmond) Railway Act, 1865*, Sections 10, 13 to 16, both inclusive, and 26 to 29, both inclusive, Provision was made with respect to Junctions of Railways of the Company at *Hammersmith* with Railways of the *Hammersmith and City Railway Company* (in this Act called the *Hammersmith Company*), and Station Accommodation and other Works there, and Station and Working and Traffic Arrangements between the Company and the *Hammersmith Company*: And whereas the *Hammersmith and City Railway* has since been leased for One thousand Years to the *Great Western Railway Company*, in this Act called the *Great Western Company*, and the *Metropolitan Railway Company*, in this Act called the *Metropolitan Company*: And whereas it is expedient that those Sections be repealed, and instead thereof other Provision be made with respect to Railways and Station Accommodation at

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c. lxxxix.

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at *Hammersmith* of the Company and the *Hammersmith* Company respectively: And whereas by the *Salisbury and Dorset Junction* Railway Act, 1861, the *Salisbury and Dorset Junction* Railway Company (in this Act called the *Salisbury* Company) were authorized to make and maintain the *Salisbury and Dorset Junction* Railway, commencing by a Junction with the Company's *Salisbury and Bishopstoke* Line, and terminating by a Junction with the Company's *Southampton and Dorchester* Line, and Working and Traffic Arrangements between the *Salisbury* Company and the Company were authorized: And whereas the Heads of Agreement of the Eighth Day of *August* 1866 between the *Salisbury* Company and the Company, which are set forth in the Schedule to this Act annexed, have been entered into, and it is expedient that those Heads of Agreement be confirmed: And whereas it is expedient that Provision be made for a Lease of the *Salisbury and Dorset Junction* Railway to the Company, and for the Amalgamation of the Undertaking, Railway, Property, and Powers of the *Salisbury* Company with the Undertaking, Railways, Property, and Powers of the Company: And whereas it is expedient that the Periods for the compulsory Purchase of Lands and for the Completion of Works by the *South-western (Aldershot)* Railway Act, 1865, and the *South-western (North Devon)* Railway Act, 1865, respectively limited, be extended: And whereas it is expedient that the Period for the Completion of Works by the *South-western (Kensington and Richmond)* Railway Act, 1864, Limited, and by the *London and South-western Additional Powers* Act, 1866, extended, be further extended: And whereas by the *South-western* Railway (Additional Powers) Act, 1862, (in this Act called the Act of 1862,) it was enacted (Section 77) that the Dividends on the Debenture Stock from Time to Time issued by the Company, and whether before or after the passing of that Act, should be guaranteed Dividends, and (except only so far as the Company from Time to Time before the Issue of any of the Debenture Stock otherwise determine with respect to the Debenture Stock then to be issued) should have Preference to and Priority over all Principal Money and Interest secured by Mortgages of the Company from Time to Time after the passing of that Act issued subsequently to the Issue of the respective Debenture Stock, and the Effect of that Provision should be noticed in all Mortgages of the Company so issued, and (Section 87) the Company were authorized from Time to Time to reborrow under that Act all or any Part of their then Debenture Debt, and all or any Part of the other Sums which they were authorized to borrow, and to reborrow the same as Part of the total Amount which they were by that Act authorized to borrow and reborrow, and so that all Mortgages from Time to Time issued by the Company after the passing of that Act might, if the Company thought fit, form One Class of Mortgages, but the  
Priority

28 & 29 Vict.  
cc. ciii. &  
civ.

25 & 26 Vict.  
c. xlii.

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c. ccciv.

Priority of all their then existing Mortgages was saved: And whereas in the Month of *August* 1862, soon after the passing of the Act of 1862, the Company, by Resolutions of an Extraordinary General Meeting, resolved on the Creation and Issue of Debenture Stock to the Amount of 1,000,000*l.* to bear Four Pounds *per Centum per Annum* guaranteed Dividend, and to have Preference and Priority in accordance with that Section 77 (and the Debenture Stock so resolved on is in this Act referred to as the 1862 Debenture Stock), and they also resolved that all Mortgages thereafter granted by the Company should be issued only so as in accordance with that Section 87 to form One Class of Mortgages: And whereas the Company did not in the Interval between the passing of the Act of 1862 and the passing of those Resolutions (in this Act referred to as the 1862 Resolutions) issue any Debenture Stock or any Mortgage: And whereas the 1862 Resolutions have been acted on by the Company ever since the passing thereof: And whereas by the *South-western Railway (General) Act, 1865*, (in this Act called the Act of 1865,) the then Capital and Debenture Debt of the Company were regulated, and the Powers theretofore conferred on them for raising Money by Shares or Stock and by borrowing were extinguished, save that (Section 9) the several Powers of the Company for creating and issuing Annuities and Shares and Stock and for borrowing for the Purposes following were not extinguished, but the same and all Powers and Provisions incidental and accessory thereto were continued in full Force; that is to say,

- (A.) The Company's Powers under the *South-western Railway (Works and Capital) Act, 1858*, (in this Act called the Act of 1858,) for creating and issuing Annuities and Shares for the Acquisition by the Company of Shares of the Capital of the *Salisbury and Yeovil Railway Company* (in the reciting Act called the *Yeovil Company*):
- (B.) The Company's Powers under the *South-western Railway (General) Act, 1860*, for creating and issuing *South-western Railway (Portsmouth) Annuities*, and Stock or Shares in substitution for those Annuities, or for Annuities created and issued under the *London and South-western (Portsmouth Railway Amalgamation) Act, 1859*:
- (C.) The Company's Powers under the *South-western Railway (General) Act, 1860*, for raising Monies by Shares or Stock for the Purposes of any Lease or Sale or Transfer to the Company under that Act:
- (D.) The Powers (if any) of the *Stokes Bay Railway and Pier Company* and the *Lymington Railway Company* respectively for raising Money by Shares and by borrowing which  
by

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by or under that Act were already or thereafter transferred to the Company :

- (E.) The Company's Powers under the Act of 1862 for creating and issuing *South-western* Consolidated Preferential Stock and Ordinary Stock for the Substitution by that Act authorized of Stock for Annuities or Stock or Shares :
- (F.) The Powers of the *Ringwood, Christchurch, and Bournemouth* Railway Company and the *Bishop's Waltham* Railway Company respectively for raising Money by Shares or by borrowing which by or under the *South-western* Railway Act, 1863, were thereafter transferred to the Company :
- (G.) The Company's Powers under that Act for creating and issuing Shares or Stock for the Acquisition of the Undertakings, Railways, and Properties of those Two Companies respectively :
- (H.) The Company's Powers under the *Andover and Redbridge and South-western* Railways Act, 1863, (in this Act called the *Andover* Act) for creating and issuing Shares or Stock or borrowing for the Redemption of the *Andover* Annuities :
- (I.) The Company's Powers under the *London and South-western (Chertsey Extension)* Railway Act, 1864, for creating and issuing Shares or Stock for the Purposes of that Act :
- (K.) The Company's Powers under the *London and South-western (Kensington and Richmond)* Railway Act, 1864, for creating and issuing Shares or Stock for the Purposes of that Act :
- (L.) The Company's Powers under the *South-western (Various Powers)* Act, 1864, (in this Act called the Act of 1864,) for creating and issuing Shares or Stock for the Purposes of the *North Devon* Railway Amalgamation, and of the *Bideford* Railway Amalgamation, and of the *Netley* Railway Amalgamation, and of the new Works by that Act authorized respectively :
- (M.) The Company's then unexercised Powers under those several Acts respectively for raising Money for any of those Purposes by borrowing :
- (N.) The Company's Powers for creating and issuing Shares for the Conversion of Loan into Capital :

And (Section 10) the Capital and Debenture Stock of the Company under the reciting Act were declared to be 11,942,445*l.* 13*s.* 10*d.*, consisting of the Particulars following ; that is to say,

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(*a.*) The

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	£	s.	d.
(a.) The Company's then Preferential Stock bearing 5 <i>l.</i> per Cent. per Annum Preferential Dividend - - -	14,400	0	0
(b.) The Company's then Preferential Stock bearing 7 <i>l.</i> per Cent. per Annum Preferential Dividend - - -	171,276	13	4
(c.) The Company's then Preferential Stock bearing 4 <i>l.</i> per Cent. per Annum Preferential Dividend, with an Option for the Holders thereof to exchange it for Ordinary Stock of the Company -	11,000	0	0
(d.) The Company's Preferential Stock bearing 4 <i>l.</i> 10 <i>s.</i> per Cent. per Annum Preferential Dividend (Act of 1862) - - -	1,450,000	0	0
(e.) The Company's New Preferential Stock bearing 4 <i>l.</i> 10 <i>s.</i> per Cent. per Annum Preferential Dividend - - -	500,000	0	0
(f.) The Company's then Ordinary Stock -	8,411,882	0	0
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	£10,558,558	13	4
(g.) The additional Sums which the Company were by the reciting Act authorized to raise by Shares or Stock - - -	517,500	0	0
(h.) The Sum by which the Company's Capital was by the reciting Act increased in respect of the <i>Exmouth</i> Amalgamation -	50,000	0	0
(i.) The Company's then Debenture Stock - - -	816,387	0	6
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Total Capital and Debenture Stock	£11,942,445	13	10
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And (Section 11) it was enacted that the Company's total Capital and Debenture Stock of 11,942,445*l.* 13*s.* 10*d.* should from Time to Time be increased by the Amounts following; (that is to say,)

(a.) The Amount of the Shares or Stock from Time to Time after the passing of the reciting Act created by the Company under their several Powers which by the reciting Act were not extinguished but were continued in force:

(b.) The Amount of the Debenture Stock in excess of 816,387*l.* 0*s.* 6*d.* from Time to Time created by the Company:

(c.) The Amount of the Shares or Stock from Time to Time after the passing of the reciting Act created by the Company for the Purpose of any Lease, Sale, or Transfer to the Company under the reciting Act:

(d.) The

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(d.) The Amount of the Shares or Stock from Time to Time after the passing of the reciting Act created by them for the Conversion of Loan into Capital :

(e.) The Amounts of the other Shares or Stock from Time to Time created by or under any Act or Acts of the then or any then future Session of Parliament by way of additional Capital and Debenture Stock of the Company :

And (Section 12) the Preference and Priority of the several Classes of the Company's Capital, other than their Debenture Stock from Time to Time issued, was declared to be as follows ; that is to say,

First, so much of their then Preferential 5*l. per Cent.* Stock as from Time to Time was not extinguished :

Secondly, so much of their then Preferential 7*l. per Cent.* Stock as from Time to Time was not extinguished :

Thirdly, so much of their then Preferential 4*l. per Cent.* Stock, with an Option, as from Time to Time was not extinguished :

Fourthly, so much of their then Preferential 4*l. 10s. per Cent.* Stock as from Time to Time was not extinguished, and the whole of which Stock was by the Act of 1862 declared to be as if it had been created and issued at one and the same Time as One Class of Stock :

Fifthly, their New Preferential 4*l. 10s.* Stock from Time to Time issued :

Sixthly, their other Preferential Stock or Preferential Shares, if any, from Time to Time issued, but with the respective Priorities, if any, to which, as between themselves, the several Classes, if any, of the same Stock or Shares were from Time to Time entitled :

Seventhly, their Ordinary Stock or Ordinary Shares from Time to Time issued :

And (Section 13) the Company were authorized for the Purposes of the Works by the reciting Act authorized, and the general Purposes of their Undertaking, to raise by the Creation and Issue of new Shares or new Stock, whether preferential or ordinary, or both, an additional Capital of 517,500*l.*, consisting of the Amounts following ; that is to say,

(A.) In respect of the transferred <i>Dover</i> Line	-	£ 17,500
(B.) For general Purposes (including the Diversion of Road)	-	500,000
Total	-	<u>£ 517,500</u>

And (Section 14) the Company were authorized to raise by the Creation and Issue of new Shares or new Stock in respect of the Capital of the *Exmouth* Company 50,000*l.*; and (Section 15) the Company were authorized to create and issue Debenture Stock in respect of any Money which they were by or in accordance with the reciting

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reciting Act entitled to borrow on Mortgage; and (Section 16) the Company's then Debenture Debt and their then Debenture Stock were declared to be the Sum of 4,432,619*l.* 0*s.* 6*d.*; (that is to say,)

(a.) The Amount then secured by Mortgages or Bonds of the Company, inclusive of <i>Portsmouth</i> Railway Mortgages or Bonds, and Mortgages or Bonds granted for the Purposes of the <i>Exeter Extension</i> Railway, and inclusive also of Mortgages or Bonds of the <i>Wimbledon and Dorking</i> Railway Company and of the <i>Andover and Redbridge</i> Railway Company respectively adopted by the Company	-	-	-	-	£	s.	d.
					3,616,232	0	0
(b.) Debenture Stock	-	-	-	-	816,387	0	6
Total	-	-	-	-	£ 4,432,619	0	6

And (Section 17) the Company were authorized from Time to Time, for the Purposes of the reciting Act, to borrow on Mortgage, in addition to the other Sums which they were authorized to borrow, any Sums not exceeding the following; (that is to say,)

(a.) In respect of the additional Capital of 517,500 <i>l.</i> by the reciting Act authorized to be raised by the Company by Shares or Stock—					£	s.	d.
(1.) For the transferred <i>Dover</i> Line	-				5,834	0	0
(2.) For general Purposes	-				166,666	0	0
Total	-	-	-	-	£ 172,500	0	0

And (Section 18) the Company were authorized from Time to Time also to borrow on Mortgage, in addition to the other Sums which they were authorized to borrow, any Sums not exceeding in respect of the Borrowing Powers theretofore of the *Exmouth* Company 16,600*l.*; and (Section 48) Heads of Arrangement between the *Exeter and Exmouth* Railway Company (in the reciting Act called the *Exmouth* Company) and the Company for an Amalgamation of the Undertaking, Railway, Property, and Powers of the *Exmouth* Company with the Undertaking, Railways, Property, and Powers of the Company were confirmed; and (Section 50) the Company were required forthwith after the Amalgamation to create and issue to the Preferential Stockholders of the *Exmouth* Company 27,000*l.* Stock of the Company, which, in accordance with the Heads of Arrangement, was, at the Option of the Stockholders, to be either Ordinary Stock or 4*l.* 10*s.* *per Cent.* Preferential Stock; and (Section 51) the Company were required



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required forthwith after the Amalgamation to create and issue to the Ordinary Stockholders of the *Exmouth* Company 18,400*l.* Stock of the Company, which, in accordance with the Heads of Arrangement, was, at the Option of the Stockholders, to be either 4*l.* 10*s.* *per Cent.* Preferential Stock or Ordinary Stock: Provided (Section 56) that the Debenture Debt of the *Exmouth* Company which, in accordance with the Heads of Arrangement, was to be Debenture Debt of the Company, should be deemed to be Debenture Debt of the Company created by the Exercise by them of their increased Borrowing Power in that Behalf under Section 55 of the reciting Act; and (Sections 61 to 74, both inclusive) divers Provisions were made with respect to Amalgamation of the Undertakings, Railways, Properties, and Powers of the *Yeovil* Company and the *Thames Valley* Railway Company (in the reciting Act called the *Thames Valley* Company) respectively with the Undertaking, Railways, Property, and Powers of the Company; and (Section 75) it was enacted that on the respective Amalgamation the Capital of the Company should be by the reciting Act increased by the Amount of the authorized Capital of the *Yeovil* Company (exclusive of the Portion of that Capital then held by the Company) or, as the Case should be, of the *Thames Valley* Company, and the Company were authorized to raise by new Shares or new Stock all or any Part of the Amount by which their Capital was so increased, and the Amount which the Company were authorized to borrow on Mortgage was increased by the Amount which the *Yeovil* Company or, as the Case should be, the *Thames Valley* Company were authorized to borrow on Mortgage or Bond: And whereas after the passing of the Act of 1865 1,200*l.*, Part of the Company's 11,000*l.* 4*l.* *per Cent.* Preferential Stock, with an Option to exchange it for Ordinary Stock, was exchanged for 1,200*l.* Ordinary Stock: And whereas at the Time of the passing of the Act of 1865 895,982*l.* 6*s.* 8*d.*, Part of the Company's then Ordinary Stock of 8,411,882*l.*, was unissued, and the Company had Authority to issue the same or any Part thereof either as Ordinary Stock or as Preferential Stock: And whereas after the passing of the Act of 1865 the Company accordingly issued Part of that unissued Stock as Preferential Stock, bearing 4*l.* 10*s.* *per Cent.* *per Annum* Preferential Dividend, and the Residue thereof as Ordinary Stock, thus:

		<i>£</i>	<i>s.</i>	<i>d.</i>
4 <i>l.</i> 10 <i>s.</i> <i>per Cent.</i> Preferential Stock	-	645,950	3	8
Ordinary Stock	-	250,032	3	0
		£ 895,982	6	8

And whereas by reason of the Exchange of the 1,200*l.* 4*l.* *per Cent.* Preferential Stock for Ordinary Stock, and the Issue of the 895,982*l.* 6*s.* 8*d.* Ordinary Stock partly as Preferential Stock and partly as Ordinary Stock, the Items of the Company's Capital which in the Act of 1865 were given as amounting to 10,558,588*l.* 13*s.* 4*d.*,

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instead of standing as they did at the Time of the passing of that Act, stood on the 31st Day of *December* 1866 as follows; that is to say,

	£	s.	d.
5 <i>l.</i> per Cent. Preferential Stock ( <i>Gosport</i> )	-	14,400	0 0
7 <i>l.</i> per Cent. Preferential Stock	-	171,276	13 4
4 <i>l.</i> per Cent. Preferential Stock (1,200 <i>l.</i> having been converted)	-	9,800	0 0
4 <i>l.</i> 10 <i>s.</i> Preferential Stock	-	1,450,000	0 0
New 4 <i>l.</i> 10 <i>s.</i> Preferential Stock	-	500,000	0 0
Third Issue of 4 <i>l.</i> 10 <i>s.</i> Preferential Stock	-	645,950	3 8
Ordinary Stock	-	7,767,131	16 4
		<u>£10,558,558</u>	<u>13 4</u>

And whereas since the passing of the Act of 1865 divers of the Mortgages or Bonds of the Company for securing what in that Act was expressed to be their aggregate Debenture Debt of 3,616,232*l.* have fallen due, and have either been renewed by Mortgages issued in accordance with the 1862 Resolutions, or Debenture Stock instead thereof has been issued: And whereas the authorized Amalgamation of the Undertaking, Railway, Property, and Powers of the *Thames Valley* Company with the Undertaking, Railways, Property, and Powers of the Company has been effected: And whereas the Company under the Authority of the Act of 1865 have raised by new Stock the Amounts following; that is to say,

In respect of the transferred <i>Dover</i> Line	-	17,500
For general Purposes (including the Diversion of Road)	-	500,000
In respect of the Capital of the <i>Exmouth</i> Company	-	50,000
In respect of the Capital of the <i>Thames Valley</i> Company	-	110,000
		<u>£ 677,500</u>

And whereas under the Act of 1865 the Company's Powers of borrowing on Mortgage have been increased by 16,600*l.*, being the Amount which the *Exmouth* Company were authorized to borrow on Mortgage, and by 36,000*l.*, being the Amount which the *Thames Valley* Company were authorized to borrow on Mortgage: And whereas an Amalgamation of the Undertaking, Railway, Property, and Powers of the *Yeovil* Company with the Undertaking, Railways, Property, and Powers of the Company has not yet been effected: And whereas the Company are Holders of Shares of the Capital of the *Yeovil* Company, and the Authority conferred on the Company for subscribing for and purchasing and holding Shares of that Capital is as follows; (that is to say,)

(A.) By the *London and South-western Railway (Exeter Extension) Act, 1856*, the Company were authorized to subscribe for and hold Shares of the Capital of the *Yeovil* Company to an Amount not exceeding 100,000*l.* :

(B.) By

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(B.) By the Act of 1858 the Company were authorized to create and issue Shares of their Capital, and apply the same or the Monies raised by the Disposal thereof in acquiring Shares of the *Yeovil* Company, and the Amount of the Shares which the Company might so create was limited only by the Purposes for which the Shares or the Proceeds thereof were made applicable :

(c.) By the *Salisbury and Yeovil* Railway Act, 1864, the Company were authorized to subscribe for and hold Shares of the Capital of the *Yeovil* Company to an Amount not exceeding 150,000*l.* :

And whereas the Shares of the Capital of the *Yeovil* Company, which by subscribing for and purchasing respectively the Company have acquired and held, on the 31st Day of *December* 1866 are as follows ; (that is to say,)

	£	s.	d.
5 <i>l.</i> per Cent. Preferential Shares subscribed for -	184,020	0	0
Shares originally created with a Guarantee of 4 <i>l.</i> per Centum per Annum Dividend, but since regarded as and in the Act of 1865 called Ordinary Shares subscribed for -	100,000	0	0
Ordinary Shares purchased -	92,980	0	0
Total -	£ 377,000	0	0

And whereas for the Purposes of acquiring and subscribing for Shares of the Capital of the *Yeovil* Company the Company have created 565,000*l.* Stock of the Capital of the Company, that is to say, 165,000*l.* in 1862, and 400,000*l.* in 1866, being 188,000*l.* in excess of the Amount of the Shares of the Capital of the *Yeovil* Company held on the 31st Day of *December* 1866 by the Company, but which Excess is authorized by the Act of 1858 : And whereas the Company have not yet issued the whole of that 565,000*l.* Stock : And whereas a Question has been raised whether the Company's Power to acquire Shares of the *Yeovil* Company's Capital included a Power to subscribe and pay for Shares thereof, and it is expedient that all Question on the Matter be obviated : And whereas the authorized Capital of the *Yeovil* Company is 700,000*l.*, and on the *Yeovil* Amalgamation by the Act of 1865 authorized being effected the Company would be authorized by that Act to create and issue in respect of the *Yeovil* Company's Capital new Shares or Stock of the Capital of the Company to the Extent of 323,000*l.*, thus :

	£	s.	d.
<i>Yeovil</i> Company's Capital -	700,000	0	0
Deduct the Amount held by the Company (31st <i>December</i> 1866) -	377,000	0	0
Balance -	£ 323,000	0	0

And whereas the Amount which the *Yeovil* Company are authorized to borrow is 232,733*l.* 6*s.* 8*d.*, and on the *Yeovil* Amalgamation being effected

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effected the Company's Powers of borrowing on Mortgage would under the Act of 1865 be increased by that Amount: And whereas by the *Ilfracombe Railway Act, 1865*, the Company were authorized to raise 105,000*l.* Capital by new Shares or Stock, and they have accordingly created and issued 105,000*l.* Preferential Capital, and it is fully paid up: And whereas by the *Dover and South-western Companies Act, 1865*, the Company were authorized to raise 400,000*l.* Capital by new Shares or Stock, and to borrow on Mortgage 133,300*l.*, and they have accordingly created and issued 400,000*l.* Preferential Capital, and it is fully paid up: And whereas by the *Kingston Further Extension Act* the Company were authorized to raise 120,000*l.* Capital by new Shares or Stock, and to borrow on Mortgage 40,000*l.*, and they have accordingly created 120,000*l.* Preferential Capital: And whereas by the *South-western (Aldershot) Railway Act, 1865*, (in this Act called the *Aldershot Act*,) the Company were authorized to raise 160,000*l.* Capital by new Shares or Stock, and to borrow on Mortgage 53,330*l.*, and they have accordingly created 160,000*l.* Preferential Capital: And whereas by the *South-western (North Devon) Railway Act, 1865*, (in this Act called the *North Devon Act*,) the Company were authorized to raise 80,000*l.* Capital by new Shares or Stock, and to borrow on Mortgage 26,600*l.*, and they have accordingly created 80,000*l.* Preferential Capital: And whereas by the *Tooting, Merton, and Wimbledon Railway (South-western and Brighton) Act, 1865*, (in this Act called the *Tooting Act*,) the Company were authorized to raise 52,500*l.* Capital by new Shares or Stock, and to borrow on Mortgage 17,500*l.*, and they have accordingly created 52,500*l.* Preferential Capital: And whereas by the *London and South-western Railway (Additional Powers) Act, 1866*, (in this Act called the Act of 1866,) the Company were authorized to raise 200,000*l.* Capital by new Shares or Stock, and to borrow on Mortgage 66,600*l.*: And whereas by the *South-western Railway (Poole and Bournemouth Junction) Act, 1866*, (in this Act called the *Poole Act*,) the Company were authorized to raise 54,000*l.* Capital by new Shares or Stock, and to borrow on Mortgage 18,500*l.*: And whereas the Company and the *Great Western Company* are Lessees of and work the *Weymouth and Portland Railway*, paying a yearly Rent to the *Weymouth and Portland Railway Company*: And whereas by the *Great Western Railway (Further Powers) Act, 1866*, the Company and the *Great Western Company* are authorized to agree with the *Weymouth and Portland Railway Company* (in that Act called the *Weymouth Company*) for the Substitution of Shares or Stock for the Rent, and to create and issue new Shares or new Stock, either preferential or ordinary, of their respective Capitals for the Purpose, but not exceeding in nominal Amount the nominal Amount of the *Weymouth Company's* Capital, and also to agree with the *Weymouth Company* for the taking on themselves of the *Weymouth Company's* Mortgage

and

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and Bond Debts, and in that event to exercise the Borrowing Powers of the *Weymouth* Company: And whereas no such Agreement has as yet been come to between the Company and the *Great Western* Company and the *Weymouth* Company: And whereas the Company's absolutely authorized Capital stood on the 31st Day of *December* 1866 as follows; that is to say,

	£	s.	d.
5 <i>l.</i> per Cent. Preferential Stock ( <i>Gosport</i> )	-	14,400	0 0
7 <i>l.</i> per Cent. Preferential Stock	-	171,276	13 4
4 <i>l.</i> per Cent. Preferential Stock (with Option)	-	9,800	0 0
4 <i>l.</i> 10 <i>s.</i> per Cent. Preferential Stock	-	1,450,000	0 0
New 4 <i>l.</i> 10 <i>s.</i> per Cent. Preferential Stock	-	500,000	0 0

Third 4*l.* 10*s.* per Cent. Preferential Stock as follows:

	£	s.	d.
Included in the Capital declared by the Act of 1865	-	645,950	3 8

Created under the Act of 1865, the <i>Ilfracombe</i> Railway Act, 1865, and the <i>Dover and South-western</i> Companies Act, 1865	-	354,049	16 4
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Total Third 4 <i>l.</i> 10 <i>s.</i> Preferential Stock	{ Issued - 900,085 9 6 Unissued - 99,914 10 6 }	1,000,000	0 0
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5 <i>l.</i> per Cent. Preferential Stock created under the Act of 1865, the <i>Ilfracombe</i> Railway Act, 1865, and the <i>Dover and South-western</i> Companies Act, 1865	-	828,450	3 8
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5 <i>l.</i> per Cent. Preferential Stock of the same Class created under the <i>Kingston</i> Further Extension Act, the <i>Aldershot</i> Act, the <i>North Devon</i> Act, the <i>Tooting</i> Act, and the Act of 1858, to the Extent of 400,000 <i>l.</i> for <i>Yeovil</i> Shares	-	671,549	16 4
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Total 5 <i>l.</i> per Cent. Preferential Stock	{ Issued - 990,339 0 0 Unissued - 509,661 0 0 }	1,500,000	0 0
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Ordinary Stock issued	-	7,767,181	18 0
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Stock or Shares authorized by the <i>Kingston</i> Further Extension Act, the <i>Aldershot</i> Act, the <i>North Devon</i> Act, the <i>Tooting</i> Act, the Act of 1858, to the Extent of 400,000 <i>l.</i> for <i>Yeovil</i> Shares, the Act of 1866, and the <i>Poole</i> Act, and remaining on the 31st Day of <i>December</i> 1866 not issued	-	394,900	2 0
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Total Stock and Share Capital absolutely authorized	-	£12,807,558	13 4
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[*Local.*]28 *M*

And

*South-western Railway (General) Act, 1867.*

And whereas the Company's Powers for creating Debenture Stock and borrowing on Mortgage stood on the 31st Day of *December* 1866 as follows; (that is to say,)

ABSOLUTE POWERS.		£
As appearing by the Act of 1865	-	4,433,900
Under the Act of 1865 :	£	
<i>Dover</i> Line and General Purposes	- 172,500	
<i>Exmouth</i>	- 16,600	
<i>Thames Valley</i>	- 36,000	
	-----	225,100
Under the <i>Dover and South-western</i> Companies Act, 1865	-	133,300
		-----
Powers exercised or immediately available	-	£ 4,792,300
Under the Acts following :	£	
<i>Kingston</i> Further Extension Act	- 40,000	
<i>Aldershot</i> Act	- 53,330	
<i>North Devon</i> Act	- 26,600	
<i>Tooting</i> Act	- 17,500	
Act of 1866	- 66,600	
<i>Poole</i> Act	- 18,500	
	-----	
Powers not immediately available	-	222,530
		-----
Total absolute Borrowing Powers	-	£ 5,014,830
		-----

And whereas the issued Debenture Stock of the Company stood on the 31st Day of *December* 1866 as follows; that is to say,

Debenture Stock issued before the passing of the Act of 1862	-	£ 356,084	s. 0	d. 0
Debenture Stock issued since the passing of the Act of 1862, and in accordance with the recited Resolutions of <i>August</i> 1862, and as Part of the 1862 Debenture Stock	-	495,758	6	4
		-----		
Total issued	-	£ 851,842	6	4
		-----		

And whereas the Mortgage Debt of the Company stood on the 31st Day of *December* 1866 as follows; that is to say,

Mortgages or Bonds issued before the passing of the Act of 1862	-	£ 437,668	s. 0	d. 0
Mortgages issued since the passing of the Act of 1862 as all of One Class in accordance with that Act and those Resolutions	-	3,109,652	0	0
		-----		
		£ 3,547,320	0	0
		-----		

Summary

*South-western Railway (General) Act, 1867.*Summary as of 31st *December* 1866 :

	£	s.	d.
Absolutely authorized Capital	12,807,558	13	4
Debenture Stock	851,842	6	4
Mortgage Debt	3,547,320	0	0
Grand Total	£17,206,720	19	8

And whereas the Company have the Powers which are more particularly set forth in the Section of this Act, numbered 51, with respect to the raising of other Monies: And whereas it is expedient that the Capital and Debenture Stock and Mortgage Debt of the Company be defined and regulated: And whereas it is expedient that the other Provisions by this Act made with respect to the Company be made: And whereas Plans and Sections showing the Lines and Levels of the Road, Diversion, and Alterations of Lines and Levels by this Act authorized to be made, and the Plans also showing the Lands proposed to be taken and used for Purposes 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 those Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Devon*, 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:

1. This Act may for all Purposes be cited as "*South-western Railway (General) Act, 1867.*" 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. c. 92. incorporated.

(A.) With respect to the Distribution of the Capital of the Company into Shares;

(B.) With respect to the Transfer and Transmission of Shares;

(C.) With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

(D.) With respect to the Forfeiture of Shares upon Nonpayment of Calls;

(E.) With respect to the Remedies of Creditors of the Company against the Shareholders;

(F.) With respect to the borrowing of Money upon Mortgage;

(G.) With respect to the Conversion of the borrowed Money into Capital;

(H.) With respect to the Consolidation of the Shares into Stock;

And

*South-western Railway (General) Act, 1867.*

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 II. (relating to Extension of Time), and Part III. (relating to Working Agreements), and Part V. (relating to Amalgamation) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and are Part of this Act.

## Interpretation of Terms.

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 excluded by the Subject or Context; 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; and the Expressions following have the Meanings following; that is to say,

- (A.) "The Company" means the *London and South-western Railway Company* :
- (B.) "The *Dover* Company" means the *London, Chatham, and Dover Railway Company* :
- (C.) "The *Great Western* Company" means the *Great Western Railway Company* :
- (D.) "The *Metropolitan* Company" means the *Metropolitan Railway Company* :
- (E.) "The *Hammersmith* Company" means the *Hammersmith and City Railway Company* :
- (F.) "The *Salisbury* Company" means the *Salisbury and Dorset Junction Railway Company* :
- (G.) "The *Yeovil* Company" means the *Salisbury and Yeovil Railway Company* :
- (H.) "The *Dover* Line (No. 7.)" means the Railway (No. 7.) by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," authorized, or as the same is authorized by any Act of the present Session to be constructed :
- (I.) "The 1862 Resolutions" means the recited Resolutions passed by the Company in *August* 1862 :
- (K.) "The 1862 Debenture Stock" means the Debenture Stock of One million Pounds from Time to Time created in accordance with the 1862 Resolutions in that Behalf :
- (L.) "The *Salisbury* Railway" means the *Salisbury and Dorset Junction Railway* :

(M.) "The



*South-western Railway (General) Act, 1867.*

(M.) "The *Salisbury Amalgamation*" means the Amalgamation under this Act of the *Salisbury Company's Undertaking, Railway, Property, and Powers* with the Company's Undertaking, Railways, Property, and Powers:

(N.) "The *Five per Cent. Amalgamated Stock*" means the *London and South-western Railway Company's Five per Centum Amalgamated Stock* under this Act:

And the Acts following are in this Act referred to as follows:

<i>South-western Railway (Works and Capital) Act, 1858, as</i>	}	The Act of 1858.
<i>South-western Railway (Additional Powers) Act, 1862, as</i>	}	The Act of 1862.
<i>South-western Railway Act, 1863, as</i>	-	The Act of 1863.
<i>South-western Railway (Various Powers) Act, 1864, as</i>	}	The Act of 1864.
<i>London and South-western (Kensington and Richmond) Railway Act, 1864, as</i>	}	The <i>Kensington and Richmond Act</i> of 1864.
<i>South-western (Kensington and Richmond) Railway Act, 1865, as</i>	}	The <i>Kensington and Richmond Act</i> of 1865.
<i>South-western Railway (General) Act, 1865, as</i>	}	The Act of 1865.
<i>London and South-western Railway (Additional Powers) Act, 1866, as</i>	}	The Act of 1866.
<i>Andover and Redbridge and South-western Railways Act, 1863, as</i>	}	The <i>Andover Act</i> .
<i>South-western Railway (Kingston Further Extension) Act, 1865, as</i>	}	The <i>Kingston Further Extension Act</i> .
<i>South-western (Aldershot) Railway Act, 1865, as</i>	}	The <i>Aldershot Act</i> .
<i>South-western (North Devon) Railway Act, 1865, as</i>	}	The <i>North Devon Act</i> .
<i>Tooting, Merton, and Wimbledon Railway (South-western and Brighton) Act, 1865, as</i>	}	The <i>Tooting Act</i> .
<i>South-western Railway (Poole and Bournemouth Junction) Railway Act, 1866, as</i>	}	The <i>Poole Act</i> .

4. Subject to the Provisions of this Act, the Company may make and maintain the Road, Deviation, Alterations of Line and Levels, and other Works in this Act described, with all proper Works and Conveniences connected therewith, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, shall make the same in accordance therewith, and may enter upon, take, and use such of the Lands shown on the Plans and specified in the deposited Books

Power to make Railways and Works shown on deposited Plans, and to take Lands therefor.

*South-western Railway (General) Act, 1867.*

of Reference as are required for the Purpose. The Works in this Section referred to and authorized by this Act are the Works following; that is to say,

(A.) A Diversion wholly in the Parish of *Wimbledon* of the public Carriageroad which on the Plans deposited for the Purposes of the *Tooting, Merton, and Wimbledon Extension Railway Act, 1864*, is numbered 38 in that Parish:

(B.) Alterations of the Line and Levels of so much of the Railway by the *North Devon Act* authorized as lies between a Point in the Parish of *Monkleigh* in the County of *Devon* and a Point in the Parish of *Torrington*, otherwise *Great Torrington*, in that County.

Lands for extraordinary Purposes

5. The Quantity of Land to be under this Act taken by the Company by Agreement for the extraordinary Purposes mentioned in the Railways Clauses Consolidation Act, 1845, shall not exceed Five Acres.

Powers for compulsory Purchases limited.

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

Period for compulsory Purchases under Aldershot Act and North Devon Acts.

7. The Powers conferred on the Company by the *Aldershot Act* and the *North Devon Act* respectively for the compulsory Purchase of Lands for the Purposes of those Acts respectively, may be exercised within, but shall not be exercised after, the Expiration of Two Years after the passing of this Act.

Inclination of certain Roads.

8. In altering for the Purposes of this Act the Roads next herein mentioned the Company may make the same of any Inclinations not steeper than the Inclinations herein mentioned in connexion therewith respectively; (that is to say,)

Works affecting the Road.	No. of Road on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
Diversion (C.)	1	Wimbledon	Public Carriageroad	1 in 18.
Alteration (D.)	17	Monkleigh	Public Carriageroad	1 in 12 on one Side and level on the other Side.

Period for Completion of Works under Act.

9. The Road, Diversion, and Alterations of Line and Levels shown on the deposited Plans shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing those Works,

*South-western Railway (General) Act, 1867.*

Works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

10. The several Periods by the Acts following respectively limited for the Completion of the Works following are by this Act extended as follows, and those Works respectively shall be completed within the Periods following, and on the Expiration of those Periods respectively the Powers granted to the Company for executing those Works respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as is then completed; that is to say,

Period for Completion of Works under Aldershot Act, North Devon Act, and Kensington and Richmond Act, 1864.

(A.) The Works by the *Aldershot Act* } 30 June 1869.  
 authorized - - - - - }

(B.) The Works by the *North Devon Act* } 30 June 1870.  
 authorized - - - - - }

(C.) The Works by the *London and South-western (Kensington and Richmond) Railway Act, 1864,* } 31 December 1868.  
 authorized, and the Period for the Completion whereof has been extended by the Act of 1866 - }

11. If any Railway, the Period for the Construction whereof is by this Act extended, be 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 that Railway 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 Railway 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.

Penalty for Non-completion of Railways.

12. The Company, at their own Expense and instead of the *Dover Company*, may, with the Consent of the *Dover Company*, make or complete and maintain the *Dover Line* (No. 7.), and in order thereto all the Powers and Authorities of the *Dover Company* with respect to the acquiring of Lands for and the making or completing of that Railway, and necessary to be exercised after the passing of this Act (and without Prejudice to the Exercise of any of those Powers and Authorities by or to the Acts of the *Dover Company* before the passing of this Act), are by this Act transferred to and may be exercised by the Company instead of the *Dover Company* as if the Company instead of the *Dover Company* had been originally authorized

Power for Company to complete *Dover Line* (No. 7).

*South-western Railway (General) Act, 1867.*

rized to acquire those Lands and make and maintain that Railway, and the Benefit and Burden of all Contracts entered into and Proceedings taken by the *Dover* Company for the Acquisition of any of those Lands are by this Act transferred to the Company, and shall have Effect as if the same had originally been taken and entered into respectively by the Company instead of the *Dover* Company.

Expenditure  
of Company  
for Com-  
pletion of  
Dover Line  
(No. 7).

13. The Company may and shall apply in or towards the acquiring of the Lands, and the making and completing of the *Dover* Line (No. 7.), and the Costs, Charges, and Expenses incidental thereto respectively, Ninety-two thousand five hundred Pounds of the unissued Four and a Half *per Cent.* Preferential Stock of the Company, bearing Dividend from the Time of the Issue thereof, and the Application thereof by the Company shall be accepted by the *Dover* Company in satisfaction of the Ninety-two thousand five hundred Pounds, the now unpaid Balance of the Three hundred and sixteen thousand Pounds which under the *Dover and South-western* Companies Act, 1865, the Company are liable to pay to the *Dover* Company, or so much of that Ninety-two thousand five hundred Pounds Preferential Stock as is requisite; and if the Ninety-two thousand five hundred Pounds Preferential Stock be insufficient for the Acquisition of the Lands, and the making and completing of the Railway, and the Costs, Charges, and Expenses incidental thereto respectively, then the Company may and shall apply for those Purposes such further Monies as are requisite; but if the Ninety-two thousand five hundred Pounds Preferential Stock be more than sufficient for those Purposes, then the Company shall pay the Surplus thereof to the *Dover* Company.

Repayment  
to Company  
of their Ex-  
penditure on  
Dover Line  
(No. 7.) in  
excess of  
92,500*l.*

14. If the Company expend or apply for the making and completing of the *Dover* Line (No. 7.) more than Ninety-two thousand five hundred Pounds Four and a Half *per Cent.* Preferential Stock, then the Amount expended by them in excess of that Sum, with Interest at the Rate of Five Pounds *per Cent. per Annum* thereon from the respective Times of the Expenditure thereof, shall be repaid by the *Dover* Company to the Company, and is by this Act charged on the *Dover* Line (No. 7.), and the Tolls and Charges from Time to Time payable in respect of that Railway and the User thereof, and also on all Tolls and Charges which in accordance with the Heads of Agreement of the Fifth Day of *January* One thousand eight hundred and sixty-five which are set forth in the Schedule to and are confirmed by the *Dover and South-western* Companies Act, 1865, are from Time to Time payable by the Company to the *Dover* Company, and shall be the First Charge thereon respectively, and the Company shall have for the Principal Monies and Interest so charged a Lien available at Law and in Equity.

15. All

*South-western Railway (General) Act, 1867.*

- 15.** All Lands which under this Act the Company acquire or for which they pay for the Purposes of or in connexion with the *Dover* Line (No. 7.) shall be conveyed to or vested in the Company instead of the *Dover* Company, and the same and the Rents and Profits thereof, and the net Proceeds of such Parts, if any, thereof as are not required for the Purposes of that Railway, shall be subject to the Charge and Lien which under this Act the Company have on account of their Expenditure in excess of Ninety-two thousand five hundred Pounds Four and a Half *per Cent.* Preference Stock for the Purposes of or in connexion with that Railway. Lands for *Dover* Line (No. 7.) acquired by Company to be conveyed to them.
- 16.** The Company may, subject to the Provisions of "The Lands Clauses Consolidation Act, 1845," sell and dispose of such of the Lands so acquired by them for the Purposes of the *Dover* Line (No. 7.) as are not required for the Purposes of that Railway, and may apply the net Proceeds thereof in or towards the Satisfaction of their Charge and Lien, and shall pay to the *Dover* Company so much, if any, thereof as is not required for that Purpose. Power for Company to sell surplus Lands so acquired.
- 17.** When and so soon as all Monies in excess of the Ninety-two thousand five hundred Pounds Four and a Half *per Cent.* Preference Stock applied or expended by the Company in and about the acquiring of Lands for the Purposes of the *Dover* Line (No. 7.), and the making and completing of that Railway, and the Costs, Charges, and Expenses incidental thereto respectively, and all Interest thereon, are paid or satisfied to the Company, then their Charge and Lien under this Act in respect of the same shall absolutely cease, and they shall at the Expense of the *Dover* Company, and without Prejudice in any respect to the Powers and Rights of the Company under the Heads of Agreement of the Fifth Day of *January* One thousand eight hundred and sixty-five, and the *Dover and South-western* Companies Act, 1865, or either of them, convey to the *Dover* Company such of the Lands so acquired by the Company as are then vested in them. Cesser of Company's Charge and Lien for their Expenditure in excess.
- 18.** The Company and the *Dover* Company, and each of them, from Time to Time may enter into and carry into effect all such Agreements with each other and with any Contractors for the Execution of any of the Works of the *Dover* Line (No. 7.) as the Company and the *Dover* Company mutually agree on or respectively think fit with respect to the acquiring of Lands for and the making and completing of that Railway, and the Expenditure for those Purposes, and the Lien and Charge of the Company on account of the same. Power for Company and *Dover* Company to make Agreements as to *Dover* Line (No. 7.), &c.
- 19.** Notwithstanding the Construction of the *Dover* Line (No. 7.) by the Company, or any Lien which the Company may have thereon, or anything herein contained, the *Dover* Line (No. 7.) shall for all Rights of *Dover* Company with reference to Use of Line (No. 7).

*South-western Railway (General) Act, 1867.*

Purposes of Traffic, and for enabling the *Dover* Company to perform their Obligations and Agreements, and carry into effect the Terms and Provisions of Sections 16 and 17 of the *London, Brighton, and South Coast Railway (Mitcham and Tooting Lines, &c.) Act, 1863*, be to all Intents and Purposes in the same Position as if such Lines had been constructed by the *Dover* Company under and subject to the Powers and Provisions of the *London, Chatham, and Dover Railway (New Lines) Act, 1864*, and the other Acts affecting the same, and the *Dover* Company shall be entitled to have and use the same for those Purposes accordingly.

Provision as to Lands of Benjamin Wigg Hickling and Stephen Woodbridge.

20. Notwithstanding anything in this Act contained, the Company shall not enter upon or take possession of or make any Part of the *Dover* Line (No. 7.) over or upon the Lands of *Benjamin Wigg Hickling* and *Stephen Woodbridge*, or of either of them, without first paying to them respectively the Purchase Monies, Interest, Costs, Charges, and Expenses which the *Dover* Company are liable to pay them respectively under the Decrees of the Court of Chancery obtained by them respectively against the *Dover* Company on the Second and Sixth Days of *March* One thousand eight hundred and sixty-seven respectively, and their respective subsequent Costs of Suit, and the Company shall have no Charge or Lien upon those Lands until those Payments shall have been made; and nothing in this Act shall prejudice the Rights of the said *Benjamin Wigg Hickling* and *Stephen Woodbridge* respectively against the *Dover* Company or the Company, or the Liabilities of the *Dover* Company or the Company (if any) to either of them.

Not to interfere with *London, Brighton, and South Coast Railway* without Consent.

21. Notwithstanding anything in this Act contained, the Company shall not enter upon or interfere with any Railway, Land, or Works of the *London, Brighton, and South Coast Railway Company*, hereafter called the *Brighton* Company, or execute any Work whatsoever under, over, contiguous to, or affecting the same, until they shall have delivered to that Company full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed under, over, contiguous to, or affecting such Railway, Land, and Works, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works and the Materials to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved in Writing under his Hand by the principal Engineer of the *Brighton* Company, or, in the event of his neglecting or declining to approve the same for One Calendar Month after such Plans, Drawings, and Specifications shall have been delivered to that Company, until the same shall have been so examined and approved by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed according to such approved Plans,

*South-western Railway (General) Act, 1867.*

Plans, Drawings, and Specifications under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Brighton* Company, and so as not to interfere with the Use of any Railway of that Company.

22. During the Construction of any Railway hereby authorized under, over, and adjacent to any Line of the *Brighton* Company the Company will bear, and on Demand will pay to the *Brighton* Company, the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ, or otherwise: Provided always, that, unless the Engineer of the *Brighton* Company shall certify that, more are necessary, the Number of such Inspectors or Watchmen shall not exceed Two.

Company to pay to Brighton Company Expense of Watchmen during Construction.

23. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with any Railway of the *Brighton* Company so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Brighton* Company the Sum of Twenty Pounds *per* Hour by way of ascertained Damages for every Hour during which that Obstruction shall continue.

Penalty in case of Interruption of Traffic on London, Brighton, and South Coast Railway.

24. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Brighton* Company all Costs, Losses, Damages, and Expenses which may be occasioned to any of their Railways, Works, or Property, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *Brighton* Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Company to pay all Damages sustained by Brighton Company.

25. With respect to any Land of the *Brighton* Company which the Company are by this Act authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but they may purchase and take, and the *Brighton* Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same; and it shall not be lawful

Company to acquire Easements only on Land of the Brighton Company.

*South-western Railway (General) Act, 1867.*

lawful for the Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to or authorized to be acquired by the *Brighton* Company, or to alter, vary, or interfere with any Railway of that Company further or otherwise than is necessary for constructing the Works by this Act authorized and shown on the deposited Plans relating thereto, without in each Instance the Consent for the Purpose of the *Brighton* Company under their Common Seal, and then only in accordance with the Terms of such Consent.

Saving  
Rights of  
*Brighton*  
Company.

26. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Brighton* Company, or affect or prejudice any Agreement between the *Brighton* Company and the *Dover* Company, or between the Company and the *Brighton* Company, or to relieve the *Dover* Company from any Penalty under Section 69 of the *London, Chatham, and Dover* Railway (New Lines) Act, 1864, in case the *Dover* Line (No. 7.) shall not be open for public Traffic within the Time limited by that Act.

Substitution  
of other  
Provisions  
for certain  
Sections of  
*Kensington*  
and *Rich-*  
*mond* Acts,  
1864 and  
1865, and  
Repeal of  
those Sec-  
tions.

27. The 45th, 46th, 47th, 48th, and 49th Sections of the *Kensington and Richmond* Act of 1864, and the 10th, 13th, 14th, 15th, 16th, 26th, 27th, 28th, and 29th Sections of the *Kensington and Richmond* Act of 1865, are hereby repealed, and the Provisions contained in this Section are substituted and may and shall have and be carried into full Effect :

(A.) Any Junction between Railway (B.) (authorized by the *Kensington and Richmond* Act of 1865 instead of Railway No. 4. authorized by the *Kensington and Richmond* Act of 1864) shall not be made by the Company with the *Hammersmith and City* Railway without the Consent in Writing of the *Hammersmith* Company or their Assigns, the *Great Western* Company, and the *Metropolitan* Company respectively, and those Companies respectively consent to the Abandonment of that Railway (B.), and to the obtaining by the Company (if Parliament see fit) of Authority for its Abandonment :

(B.) Railway (D.) authorized by the *Kensington and Richmond* Act of 1865, and Railway No. 6. authorized by the *Kensington and Richmond* Act of 1864, shall be executed according to the Lines and Levels shown on the Plan and Sections (herein-after called the Plan and Sections of 1867) signed in triplicate by and on behalf of the *Great Western* Company, the *Metropolitan* Company, and the Company respectively, and One Part whereof is in the Custody of each of those Companies, and so that Railway No. 6. shall form



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form a Junction with the *Hammersmith* Railway as now constructed at the Point marked A. on the Plan of 1867 ; and if at any Time hereafter the Level or Works of the *Hammersmith* Railway at the Point A. on the Plan and Sections of 1867 shall be altered by being raised, the Levels and Works of Railway No. 6. shall also be altered so as to form a Junction with the *Hammersmith* Railway at that Point or as near thereto as practicable, and so as to form a continuous Line with that Railway ; and the Easternmost End of Railway No. 3. authorized by the *Kensington and Richmond* Act of 1864 shall be also executed according to the Line and Level shown on the Plan and Sections of 1867, and so that the *Hammersmith* Railway and the Railway No. 6., Railway D., and Railway No. 3. as executed may, through the Junctions A., B., and C. respectively shown on the Plan and Sections of 1867, be continuous, and so also that the Railway D. and Railway No. 3. as respectively executed may through the Junction C. be continuous :

- (c.) The Company shall purchase from the *Hammersmith* Company or their Assigns, the *Great Western* Company, and the *Metropolitan* Company, and the *Hammersmith* Company or their Assigns shall sell to the Company, at and for the Consideration of Five thousand Pounds, so much of the Land now belonging to the *Hammersmith* Company lying to the Westward of the *Hammersmith* Company's Railway as is coloured Green on the Plan of 1867, and the Company shall use the same Land for the Site of the Railways No. 6. of 1864 and D. of 1865 according to the Lines thereof shown on the Plan and Sections of 1867, and for the Purposes of the Station and Approaches and Works mentioned in the next Section, and the *Hammersmith* Company or their Assigns shall also for the same Consideration grant to the Company a perpetual Easement or Right of Way and Passage and User for the Company, their Officers and Servants, and the Public using their Railway with Horses, Carriages, Waggon, and on Foot, and for all Purposes in connexion with their Railway, over and upon the Piece of Land striped Green and White on the Plan of 1867, and the *Hammersmith* Company or their Assigns shall also for the same Consideration grant to the Company a perpetual Easement or Right of constructing and maintaining a proper and convenient Junction between the Railway No. 6. of 1864 and the *Hammersmith* Railway as the same is now constructed, or as the same may be altered as in Head B. of this Section mentioned, upon and over such Land of the *Hammersmith* Company or its

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Assigns as may be necessary for that Purpose at and to the Southward of the Point A. on the Plan of 1867, and the *Hammersmith* Company or their Assigns shall also for the like Consideration grant to the Company a perpetual Easement and Right of constructing and maintaining the Railway D. of 1865 upon such of the Land of the *Hammersmith* Company or their Assigns as may be necessary for the Purpose, where the same Railway is to pass under the *Hammersmith* Railway at the Point marked U. on the same Plan, and the Company shall accept the respective Easements or Rights instead of acquiring any Ownership in any of the Lands over or in respect of which those Easements or Rights are to extend; and from and after the Construction of the substituted Station in this Section referred to as to be constructed by them the Piece of Land so striped Green and White is, at the joint Expense of the *Hammersmith* Company or their Assigns and of the Company, to be maintained and kept in proper Order and Condition, such Expense to be borne by the respective Companies in proportion to the User of the Road by them respectively as a Roadway; and the Company shall not in any way obstruct or interfere with the *Hammersmith* Company and their Assigns, or either of them, their Officers and Servants, and the Public using their Railway, in the free and uninterrupted Access over the same at all Times with Horses, Carriages, Waggon, and on Foot, and for Traffic of every Description:

- (D.) Instead of the Joint or Interchange Station, for the Purposes of the Companies or any of them as in that Behalf mentioned in the *Kensington and Richmond* Act of 1864 or the *Kensington and Richmond* Act of 1865, a Passenger Station (herein-after called the "substituted Station"), with proper Approaches, Yards, and Conveniences, shall be made and maintained by the Company on those Parts of the Land coloured Green and Yellow on the Plan of 1867 which adjoin the Words "substituted Station" thereon, and so that the Land striped Green shall be so used and appropriated as that there shall always be a convenient Approach over it from the public Road called the *Grove Road* to the substituted Station and also to the contiguous Station mentioned in Head G. of this Section, but in the latter Case only so far as the *Hammersmith* Company or their Assigns may require, and so also that the Two Stations shall be connected by a convenient Passageway established and maintained by the Company between the substituted Station and the contiguous Station in the Direction

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Direction of and over that Part of the Land on the Plan of 1867 marked XX :

- (E.) The convenient Passageway mentioned in Head D. of this Section shall be constructed at such Height with reference to the present Level of the Rails in the *Hammersmith* Station of the *Hammersmith* Company as will permit a Locomotive Engine of the usual Size and Construction at the passing of this Act in use on the *Great Western* or *Metropolitan* Railways to pass conveniently under it, and shall be not less than Ten Feet wide in the clear, and enclosed and covered, and the Company shall have no Property in or be in any way entitled to use the Land under the same Passageway, and in the event of the Line or Levels of the *Hammersmith* Railway, or the present or any future Station thereon at *Hammersmith* being altered or enlarged, the *Hammersmith* Company or their Assigns shall make such Alterations or Additions in such Passageway as they may think necessary at their own Expense, so that as far as practicable an equally convenient Passage may be maintained between the Two Stations :
- (F.) The substituted Station shall be constructed and maintained in substantial Accordance with the Ground Plan thereof shown on the Plan of 1867, so far as that Ground Plan indicates its intended Design, and the same Station, with its Approaches, Works, and Conveniences, shall be for the Use of the Company exclusively, except as in this Section provided, and also, except so far as the *Great Western* Railway Company or the *Metropolitan* Railway Company may in exercise of their respective Rights to run over and use the Company's Lines and Stations under the *Kensington and Richmond* Acts of 1864 and 1865 respectively (and which Rights are hereby recognized and reserved entire), be entitled to use the substituted Station, Buildings, and Premises, or Parts of them :
- (G.) Inasmuch as the *Hammersmith* Company or their Assigns may construct and maintain for the Use of the Companies from Time to Time working the *Hammersmith* Railway a Station, Buildings, and Accommodation, in this Section called the contiguous Station, upon their Railway between the Points lettered F. and E. respectively on the Plan of 1867, the contiguous Station and its Works shall be designed and completed with reference to the substituted Station, and so as to secure a convenient Passage or Communication as before referred to between the Two Stations :
- (H.) All Interference for the Purpose of carrying the Railway D. of 1865 under the *Hammersmith* Railway, or by Works for  
for

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for that Purpose affecting the Railway or Property of the *Hammersmith* Company or their Assigns, shall be made under the Superintendence of and in such Manner as shall be reasonably approved of by the Engineer for the Time being of the *Hammersmith* Company or their Assigns, and any Difference arising thereon shall be determined by an Engineer to be appointed by the Board of Trade on the Application of either Party :

- (i.) With respect to any Lands belonging to the *Hammersmith* Company or their Assigns (except the Lands coloured Green in the Plan of 1867, and except the Easements and Rights mentioned in Head C. of this Section,) which the Company are authorized to use, enter upon, or interfere with for any of the Purposes of this Agreement, the Company shall not, except by Agreement, purchase and take the same, but the Company may purchase and take, and the *Hammersmith* Company or their Assigns may and shall sell and grant accordingly, an Easement or Right of using the same for any of such Purposes :
- (k.) For the Purpose of carrying the Railway D. under the *Hammersmith* Railway the Company shall not take or enter upon any Lands of the *Hammersmith* Company or their Assigns, or alter or interfere with that Railway or any of the Works thereof further or otherwise than is necessary for carrying the Railway D. under the *Hammersmith* Railway, without the Consent in Writing of the *Hammersmith* Company or their Assigns, and in carrying the Railway D. under the *Hammersmith* Railway the Rate of Inclination or Gradients of that Railway or the Level thereof shall not be altered without the Consent in Writing of the *Hammersmith* Company or their Assigns :
- (l.) Except as herein provided, the *Hammersmith* Company or their Assigns may recover from the Company full Compensation for any Loss or Inconvenience sustained by them by reason of any Alteration of or Interference with the *Hammersmith* Railway, or the Works connected therewith, or by reason of any Obstruction or Interruption to their Traffic occasioned by the Company in the Exercise of the Powers conferred upon them by this Act or the recited Acts :
- (m.) For the Purpose of facilitating the Interchange of Traffic at or in the substituted Station the Company from Time to Time shall stop for the Purpose of taking up and setting down Passengers coming from and going to the Trains on the *Hammersmith* Railway such and so many of the entire Number of their Trains from Time to Time passing through  
*Hammersmith*

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*Hammersmith* as shall be from Time to Time agreed on between the Company and the Company or Companies from Time to Time working Traffic over the *Hammersmith* Railway, or as, failing Agreement, shall be determined, on the Application of the said Company or Companies and of the Company, or any of them, by the Board of Trade, so nevertheless that any such Determination of the Board of Trade in the Premises shall not oblige the Company to stop any greater Number of their daily Trains in the substituted Station than the Number of Trains daily run or worked on the *Hammersmith* Railway, and from Time to Time stopping at the contiguous Station of the *Hammersmith* Company or their Assigns :

- (N.) The *Hammersmith* Company or their Assigns, or either of them, may from Time to Time, under and subject to the Provisions of the *Kensington and Richmond* Acts of 1864 and 1865, or either of them, use with their Engines and Carriages, and Officers and Servants, and for the Purposes of their Traffic, the substituted Station, on paying to the Company a Proportion of the total Expenses of constructing and working that Station, such Proportion of Expenses to be arrived at and determined as follows : The total Expenses of the Station shall be first ascertained, and shall include,—

First, Interest at the Rate of Five *per Centum per Annum* on the Cost of the “substituted Station,” and the Approaches, Yards, and Conveniences connected therewith, including the Cost of Land, but not including the Cost of the Main Line of Railway, nor of the Land occupied by such Main Line of Railway, nor of the Passageway marked XX. ;

Secondly, the Working Expenses of the Station, including the Salaries and Wages of the Station-master, Clerks, Porters, and others employed at the Station, Stores, Rates, Taxes, Insurance, and all other proper Station Expenses ; and

Thirdly, the Maintenance and Repair of the Station, and the Approaches, Yards, and Conveniences connected therewith, excluding the Passageway XX. ; and these Expenses shall be borne and paid by the Companies in proportion to the Number of Passengers carried by them respectively into and out of the Station, and the *Hammersmith* Company or their Assigns, or either of them, shall pay their Proportion of these Expenses to the Company half-yearly : Provided always, that the Payment for the Use of the substituted Station in this

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Section mentioned is exclusive of the Tolls payable to the Company under the Provisions of the 56th Section of the *Kensington and Richmond Act* of 1864 :

- (o.) If any Difference other than Differences for the Settlement whereof Provision is made in Heads H. and M. of this Section arise between the Companies touching the true Intent or Construction, or the Effect, Incidents, or Consequences, of this Section, or touching the Manner in which any of the Provisions of this Section shall be carried into effect, or touching the Performance or Observance thereof, or touching any Breach or alleged Breach thereof, or any Claim by reason of any such Breach or alleged Breach, or the Manner in which the Consequences of any such Breach shall be compensated for or obviated, or otherwise relating to this Section or any of the Subject Matters thereof, or any Claims or Demands of any of the Companies respectively relating thereto, every such Difference shall, in accordance with "The Railway Companies Arbitration Act, 1859," be referred to and determined by a single Arbitrator to be from Time to Time appointed by the Companies, or if they fail to agree in the Appointment then to be nominated by the Board of Trade on the Application of either of the Companies.

Heads of Agreement between Salisbury Company and Company in Schedule confirmed.

**28.** The Heads of Agreement between the *Salisbury Company* and the Company which are set forth in the Schedule to this Act annexed are by this Act confirmed and made binding on those Two Companies respectively, and, in accordance with the Provisions of this Act, may and shall have full Effect according to the true Intent thereof.

Company entitled to Management, &c. of Salisbury Railway during Term of Lease.

**29.** In accordance with the Terms and Conditions agreed on for a Lease of the *Salisbury Railway* to the Company, and which appear by those Heads of Agreement, the Company, and their Directors, Officers, and Servants respectively, shall be entitled during the Term agreed on for the Lease to the Management, Maintenance, Working, User, and Enjoyment of the *Salisbury Railway*, and the Sidings, Stations, Works, and Conveniences connected therewith, and the Lands and Property of the *Salisbury Company* agreed to be leased.

Duties of Salisbury Company as to Salisbury Railway to be performed by Company during Term of Lease.

**30.** During the Term agreed on for the Lease 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 *Salisbury Railway* and Premises agreed to be

be

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be leased, to which the *Salisbury* Company if this Act were not passed would be subject or liable in respect of the same.

**31.** The Rights, Powers, and Privileges of the *Salisbury* 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 Railway and Premises agreed to be leased, 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 Railway and Premises agreed to be leased, under and with the same Regulations, Restrictions, Conditions, Obligations, Penalties, and Immunities in accordance with those Acts and this Act respectively as if they were the *Salisbury* Company, and their Directors, Officers, and Servants respectively.

Powers of *Salisbury* Company be exercised by Company during Term of Lease.

**32.** During the Term agreed on for the Lease 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 *Salisbury* Railway and the Traffic thereon, of every Act from Time to Time in force with respect to the *Salisbury* Railway, and shall indemnify the *Salisbury* 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 during Term of Lease subject to Statutory Obligations as to *Salisbury* Railway.

**33.** During the Term agreed on for the Lease the several Provisions of the Acts from Time to Time in force with respect to the *Salisbury* Company shall, so far as regards the Maintenance, Management, Working, User, and Enjoyment of the *Salisbury* Railway and Premises agreed to be leased, 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 (but subject to the Provisions of this Act), and in accordance with the Terms and Conditions agreed on for the Lease, 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 *Salisbury* Company to relate to Company during Term of Lease.

**34.** If at any Time after the passing of this Act, and whether or not the Lease agreed on have then been made, the Company by Notice in Writing under their Common Seal to the *Salisbury* Company require that their Undertaking, Railway, Property, and Powers be amalgamated with the Undertaking, Railways, Property, and Powers

Amalgamation of *Salisbury* Railway, &c. with Company's Railway, &c. on Notice from Company.

*South-western Railway (General) Act, 1867.*

of the Company, then the Amalgamation shall take effect at the Expiration of Three Months after the Day of the Delivery of the Notice.

Company to issue Preferential Stock to Shareholders of Salisbury Company.

**35.** If the Company give the Notice requiring the Amalgamation then within Three Months after the Delivery of the Notice the Company shall create and shall issue to the several Holders of Shares or Stock of the Capital of the *Salisbury* Company, in rateable Proportion to their respective Shares, such an Amount of Preferential Stock of the Company as shall have been agreed on by the respective Companies, with the Consent of a Majority of Three Fifths of the Shareholders of each Company voting in person or by proxy at a Meeting specially convened for the Purpose, or as, failing Agreement, will yield to the Shareholders in the *Salisbury* Company yearly Dividends equivalent to the yearly Dividends payable out of the net yearly Rent to which the *Salisbury* Company would be entitled under the Lease agreed on, due Allowance being made for any probable Fluctuations of the Amount of the Rent; and in the event of there being any Difference between the Two Companies with respect to the Amount of Preferential Stock to be so issued, every such Difference may be referred to and determined by a competent and impartial Person appointed, on the Application of the Two Companies or either of them, by the Board of Trade to be the single Arbitrator in that Behalf.

Undertaking, Railway, Property, and Effects of amalgamating Company vested in Company.

**36.** With respect to the *Salisbury* Company, in the event of the Company giving to them the Notice requiring the Amalgamation, the Undertaking, Railways, Sidings, Stations, Works, and Conveniences, Lands, Buildings, Estates, Plant, Property, Effects, Choses in Action, Claims, and Demands whatsoever of or to which the *Salisbury* Company by virtue of the Acts relating to them and from Time to Time in force, or otherwise howsoever, at the Expiration of Three Months after the Delivery of the Notice, are seised, possessed, or in anywise entitled at Law or in Equity, or otherwise howsoever, with the Appurtenances, are by this Act vested in the Company as Part of and amalgamated with their Undertaking, Railways, Property, and Effects.

Amalgamating Company dissolved.

**37.** Subject to the Provisions of this Act, the *Salisbury* Company shall, on the Amalgamation taking place, be by this Act dissolved and cease to exist.

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

**38.** 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 Railways shown on the deposited Plans and made under this Act by the Company, may demand and take for all Passengers,



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Passengers, Animals, and Things conveyed by them thereon, and for Carriages, Waggons, 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 Company's Railway 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 so made by them were respectively Part of that Main Line.

**39.** With respect to the *Salisbury* Company's Railway, while that Railway, either under the Heads of Agreement which are set forth in the Schedule to this Act annexed or under any Lease, is worked by the Company, or when by Amalgamation that Railway is vested in the Company, that Railway and the Company's Railways 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 respective 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:

Tolls on Traffic conveyed partly on Salisbury Railway and partly on any Railway of Company.

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 respective Railway and partly on any Railway of the Company.

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

Subject to Limit as to maximum Charges.

**41.** On the passing of this Act, and except only as is by this Act otherwise provided, the several Powers of the Company under the

[Local.]

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Powers of Company for raising several Money under

*South-western Railway (General) Act, 1867.*

their former  
Acts extin-  
guished.

several Acts relating to the Company passed before the present Session of Parliament, or any of them, for raising Money by Shares or Stock or by borrowing, are by this Act extinguished, and the Preferential Stock, the Ordinary Stock, and the additional Sums, which together are by this Act declared to be the Capital of the Company under this Act, and the Debenture Stock, shall, without respect to the original Creation or Issue thereof, constitute the then Capital and Debenture Stock of the Company; provided that the Repeal of those Powers shall not have any retroactive Operation.

Powers of  
Company for  
creating  
Annuities,  
Shares, and  
Stock, and  
borrowing  
for Purposes  
specified to  
continue in  
force.

42. Provided that the several Powers of the Company remaining unexercised for creating and issuing Annuities and Shares and Stock and for borrowing for the Purposes following are not extinguished by this Act, but the same and all Powers and Provisions incidental and accessory thereto shall be and continue in full Force; (that is to say,)

- (A.) The Company's Powers under the Act of 1858 for creating and issuing Annuities and Shares for the Acquisition by the Company of Shares of the Capital of the *Yeovil* Company:
- (B.) The Company's Powers under the Act of 1860 for creating and issuing *South-western Railway (Portsmouth)* Annuities, and Stock or Shares in substitution for those Annuities, or for Annuities created and issued under the Provisions of the *London and South-western (Portsmouth) Railway Amalgamation* Act, 1859:
- (C.) The Company's Powers under the Act of 1860 for raising Monies by Shares or Stock for the Purposes of any Lease or Sale or Transfer to the Company under that Act:
- (D.) The Powers (if any) of the *Stokes Bay* Railway and Pier Company and the *Lymington* Railway Company respectively for raising Money by Shares which by or under that Act are already or hereafter transferred to the Company:
- (E.) The Company's Powers under the Act of 1862 for creating and issuing *South-western* Consolidated Preferential Stock and Ordinary Stock for the Substitution by that Act authorized of Stock for Annuities or Stock or Shares:
- (F.) The Powers of the *Ringwood, Christchurch, and Bournemouth* Railway Company and the *Bishop's Waltham* Railway Company respectively for raising Money by Shares which by or under the Act of 1863 are hereafter transferred to the Company:
- (G.) The Company's Powers under that Act for creating and issuing Shares or Stock for the Acquisition of the Undertakings, Railways, and Properties of those Two Companies respectively:

(H.) The

*South-western Railway (General) Act, 1867.*

- (H.) The Company's Powers under the *Andover* Act for creating and issuing Shares or Stock for the Redemption of the *Andover* Annuities :
- (I.) The Company's Powers under the *Kingston* Further Extension Act for creating and issuing Shares or Stock for Purposes of that Act :
- (K.) The Company's Powers under the *Aldershot* Act for creating and issuing Shares or Stock for Purposes of that Act :
- (L.) The Company's Powers under the *North Devon* Act for creating and issuing Shares or Stock for Purposes of that Act :
- (M.) The Company's Powers under the *Tooting* Act for raising by Shares or Stock the Amount by which their Capital is by that Act increased :
- (N.) The Company's Powers under the Act of 1865 for raising by new Shares or Stock Capital in respect of the authorized Capital of the *Yeovil* Company :
- (O.) The Company's Powers under the Act of 1866 for creating and issuing Shares or Stock for Purposes of that Act :
- (P.) The Company's Powers under the *Poole* Act for creating and issuing Shares or Stock for Purposes of that Act :
- (Q.) The Company's Powers under the *Great Western* Railway (Further Powers) Act, 1866, for creating and issuing Shares or Stock in respect of the *Weymouth and Portland* Railway Company's Capital :
- (R.) The Company's Powers under the several Acts in this Section mentioned respectively for raising Money by borrowing :
- (S.) The Company's Powers for creating and issuing Shares or Stock for the Conversion of Loan into Capital.

**43.** The Company shall not issue or enter on any Register as held by any Person any Share or Stock created under this Act, nor shall any Share or Stock 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 be issued until One Fifth paid up.

**44.** 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 the Days for Payment of successive Calls, and Three Fifths of the Amount of a Share shall be the utmost aggregate Amount of the Calls payable in any Year upon any Share. Calls.

**45.** The Capital of the Company under this Act is by this Act declared to be Twelve millions eight hundred and seven thousand five hundred and fifty-eight Pounds Thirteen Shillings and Fourpence, Company's Capital under Act declared.  
consisting

*South-western Railway (General) Act, 1867.*

consisting on the 31st Day of *December* 1866 of the Particulars following; that is to say,

	£	s.	d.
(A.) The Company's present Preferential Stock bearing Five Pounds <i>per Cent. per Annum</i> Preferential Dividend - - -	14,400	0	0
(B.) The Company's present Preferential Stock bearing Seven Pounds <i>per Cent. per Annum</i> Preferential Dividend - -	171,276	13	4
(C.) The Company's present Preferential Stock bearing Four Pounds <i>per Cent. per Annum</i> Preferential Dividend, with an Option for the Holders thereof to exchange it for Ordinary Stock of the Company -	9,800	0	0
(D.) The Company's Preferential Stock bearing Four Pounds Ten Shillings <i>per Cent. per Annum</i> Preferential Dividend (Act of 1862) - - - -	1,450,000	0	0
(E.) The Company's New Preferential Stock bearing Four Pounds Ten Shillings <i>per Cent. per Annum</i> Preferential Dividend	500,000	0	0
(F.) The Company's Third-class Preferential Stock bearing Four Pounds Ten Shillings <i>per Cent. per Annum</i> Preferential Dividend - - - -	1,000,000	0	0
(G.) The Company's New Preferential Stock bearing Five Pounds <i>per Cent. per Annum</i> Preferential Dividend - - - -	1,500,000	0	0
(H.) The Company's Ordinary Stock - - -	7,767,181	18	0
(I.) The Company's Stock not issued or created	394,900	2	0
Total - - -	£12,807,558	13	4

Increase of  
Company's  
Capital.

**46.** The Company's total Capital of Twelve millions eight hundred and fifty-seven thousand five hundred and fifty-eight Pounds Thirteen Shillings and Fourpence shall from Time to Time be increased by the Amounts following; that is to say,

- (A.) The Amount of the Shares or Stock from Time to Time after the passing of this Act created by the Company under their several Powers which by this Act are not extinguished but are continued in force:
- (B.) The Amount of the Shares or Stock from Time to Time after the passing of this Act created by the Company under any of their Powers under this Act with reference to the Loan of Money to the *Whitehall* Company and the *Salisbury* Amalgamation respectively:

(c.) The

*South-western Railway (General) Act, 1867.*

- (c.) The Amount of the Shares or Stock from Time to Time after the passing of this Act created by them for the Conversion of Loan into Capital :
- (d.) The Amounts of the other Shares or Stock from Time to Time created by or under any Act or Acts of the present or any future Session of Parliament by way of additional Capital of the Company.

47. The Preference and Priority of the several Classes of the Company's Capital from Time to Time issued is by this Act declared to be as follows ; that is to say, Priorities of  
Classes of  
Capital.

First, so much of their Fourteen thousand four hundred Pounds present Preferential Five Pounds *per Centum* Stock as from Time to Time is not extinguished :

Secondly, so much of their One hundred and seventy-one thousand two hundred and seventy-six Pounds Thirteen Shillings and Fourpence present Preferential Seven Pounds *per Centum* Stock as from Time to Time is not extinguished :

Thirdly, so much of their Nine thousand eight hundred Pounds present Preferential Four Pounds *per Cent.* Stock, with an Option, as from Time to Time is not extinguished :

Fourthly, so much of their One million four hundred and fifty thousand Pounds present Preferential Four Pounds Ten Shillings *per Cent.* Stock as from Time to Time is not extinguished :

Fifthly, so much of their Five hundred thousand Pounds New Preferential Four Pounds Ten Shillings *per Cent.* Stock as from Time to Time is not extinguished :

Sixthly, so much of their One million Pounds present Third Class Preferential Four Pounds Ten Shillings *per Cent.* Stock as from Time to Time is not extinguished :

Seventhly, so much of their One million five hundred thousand present Preferential Five Pounds *per Cent.* Stock as from Time to Time is not extinguished :

Eighthly, their Five *per Cent.* Amalgamated Stock :

Ninthly, their other Preferential Stocks (exclusive of their Five *per Cent.* Amalgamated Stock) or Preferential Shares, if any, from Time to Time after the passing of this Act created, but with the respective Priorities, if any, to which as between themselves the several Classes, if any, of the same Stock or Shares are from Time to Time entitled :

Tenthly, their Ordinary Stock or Ordinary Shares from Time to Time issued.

*South-western Railway (General) Act, 1867.*

Capital of  
Company  
increased by  
Amount of  
Salisbury  
Company's  
Capital.

48. In respect of the *Salisbury* Amalgamation, when that Amalgamation takes effect, the Capital of the Company is by this Act increased by the Amount of the Capital which the *Salisbury* Company is authorized to raise, and the Company from Time to Time after the Increase of their Capital may raise, by the Creation and Issue of new Shares or new Stock, whether preferential or ordinary, or both, any Sums not exceeding in the whole the Amount by which their Capital is so increased: Provided that the total Amount which under this Act the Company may raise by new Shares, or new Stock, or both, in respect of the *Salisbury* Amalgamation, shall not exceed One hundred and sixty thousand Pounds.

Purchase of  
Shares and  
Subscription  
for Shares in  
Capital of  
*Yeovil*  
Company,  
and Creation  
of Stock in  
Capital of  
the Com-  
pany.

49. The recited Purchase of Shares and Subscription for Shares in the Capital of the *Yeovil* Company, and Creation of Stock in the Capital of the Company for the Purposes of the Purchase and Subscription, are respectively ratified and confirmed, and the Company may from Time to Time subscribe for and take any Part of the unissued Capital of the *Yeovil* Company, and may for that Purpose create and issue the requisite Amount of such Annuities and Shares or Stock in the Company as are by the Act of 1858 authorized to be created and issued for acquiring Shares in the *Yeovil* Company from Persons willing to dispose of the same.

Power for  
Company to  
create Five  
per Cent.  
Amalga-  
mated Stock.

50. With a view to the Consolidation into One general Preferential Stock of the Company of all their Preferential Stocks and Shares, the Company from Time to Time, if and when they think fit, may, subject to the Provisions of this Act, create any Amount of Stock which they think fit, to be called "*the London and South-western Railway Company's Five per Cent. Amalgamated Stock*," and to bear a perpetual Preferential Dividend at the Rate of Five Pounds *per Centum per Annum*, and to have Preference and Priority in respect of Dividend over and to all Preferential Stocks and Shares of the Company created after the passing of this Act, and over or to their Ordinary Stock or Shares, but subject and without Prejudice to all their now existing Preferential Stocks and Shares.

Conditions  
of Five per  
Cent. Amal-  
gamated  
Stock.

51. The *Five per Cent. Amalgamated Stock* shall be created and issued on the Terms and Conditions that whatever be the Times of the Creation or Issue of any Portions thereof, and for whatever Preferential Stock or Shares any Portions thereof be substituted, and whatever be from Time to Time the total Amount thereof, the *Five per Cent. Amalgamated Stock* from Time to Time created and issued shall form One Preferential Stock of the Company, entitling the several Holders thereof in proportion to the Amounts thereof held by them respectively and rateably, and without any Preference

*South-western Railway (General) Act, 1867.*

Preference or Priority as between themselves, to the Preferential Dividend payable thereon, and these Terms and Conditions shall be expressed on the Certificates of the Five *per Cent.* Amalgamated Stock.

52. The Five *per Cent.* Amalgamated Stock shall be issued only in substitution for then existing Preferential Stock or Shares of the Company, or instead of issuing other Preferential Stock or Shares of the Company, and shall be issued only as fully paid-up Stock, and shall not confer on the Holders thereof any Right of voting or any Qualification.

Restrictions on Issue of Five per Cent. Amalgamated Stock.

53. The Company from Time to Time, by Agreement with the Holder of any other now existing Preferential Stock or Shares of the Company, may issue to him in substitution for the same so much of the Five *per Cent.* Amalgamated Stock as bears an Amount of Dividend not exceeding the Amount of Dividend yielded by the Preferential Stock or Shares for which it is so substituted, and thereupon the same Preferential Stock or Shares shall be extinguished, and the Certificates thereof shall be delivered to the Company and be cancelled by them, and they shall issue gratis in exchange for the same Certificates of the Five *per Cent.* Amalgamated Stock so issued.

Substitution of Five per Cent. Amalgamated Stock for other Preferential Stock or Shares.

54. The Five *per Cent.* Amalgamated Stock so substituted for Preferential Stock or Shares shall be held upon the same Trusts, and subject to the same Charges and Liabilities, as the Trusts, Charges, and Liabilities on which the Preferential Stock or Shares were held immediately before the Substitution, and so as to give effect to any Will or Testamentary or other Instrument disposing of or affecting the Preferential Stock or Shares.

Five per Cent. Amalgamated Stock to be held on same Trusts as Preferential Stock or Shares.

55. Provided that the aggregate Amount of the Five *per Cent.* Amalgamated Stock so issued in substitution for other Preferential Stock or Shares shall never exceed in aggregate Amount the Amount which bears the like Amount of Dividend as the Dividend borne by the Preferential Stock or Shares so extinguished: Provided also, that if and whenever the aggregate Amount from Time to Time of the Five *per Cent.* Amalgamated Stock so issued in substitution for and extinguishment of other Preferential Stock or Shares is greater or less than the aggregate Amount of the same Preferential Stock or Shares, yet for the Purposes of this Act with respect to the defining of the Company's Capital the Five *per Cent.* Amalgamated Stock so issued shall be deemed to be of the same Amount as the Amount of the Preferential Stock or Shares so extinguished.

Limit of Amount of Five per Centum Amalgamated Stock so substituted.

56. So

*South-western Railway (General) Act, 1867.*

Repealing in  
part Sect. 2  
of Act of  
1866.

**56.** So much of Section 2 of the Act of 1866 as incorporates with that Act Parts I., II., and III. of the Companies Clauses Act, 1863, is by this Act repealed, and the Provisions of Sections 47 to 70 (both inclusive) of the Act of 1862 with respect 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 and by the existing Powers not extinguished by this Act respectively they are authorized to create and issue.

Company's  
present  
Powers for  
raising  
Money by  
Debenture  
Stock and  
Mortgages  
declared.

**57.** The Amounts which the Company are now authorized to raise by the Creation and Issue of Debenture Stock and by borrowing on Mortgage are by this Act declared to be the aggregate Sum of Five millions fourteen thousand eight hundred and thirty Pounds, consisting of the Particulars following ; that is to say,

(A.) The Amount authorized before the passing  
of the Act of 1865 - - - - - £4,433,900

(B.) The Amount authorized by the Act of 1865 :

*Dover* Line and general Purposes - £172,500

*Exmouth* - - - - - 16,600

*Thames Valley* - - - - - 36,000

225,100

(c.) The Amount authorized by the *Dover and South-western* Companies Act, 1865 - - - - - 133,300

Raised or immediately available - - - - - £4,792,300

(D.) The Amounts authorized by the Acts following :

*Kingston* Further Extension Act £40,000

*Aldershot* Act - - - - - 53,330

*North Devon* Act - - - - - 26,600

*Tooting* Act - - - - - 17,500

Act of 1866 - - - - - 66,600

*Poole* Act - - - - - 18,500

Powers not immediately available - 222,530 0 0

Total Powers - - - - - £5,014,830 0 0

Deduct Debenture Stock - - - - - 851,842 6 4

Borrowing Powers - - - - - £4,196,353 13 8

**58.** In



*South-western Railway (General) Act, 1867.*

**58.** In respect of the *Salisbury* Amalgamation, when that Amalgamation takes effect, the Amount which the Company are authorized to borrow on Mortgage is by this Act increased by the Amount which the *Salisbury* Company are authorized to borrow on Mortgage or Bond, that is to say, Fifty-three thousand three hundred Pounds.

Company's Borrowing Power increased by Amount of *Salisbury* Company's Borrowing Powers.

**59.** In respect of the *Salisbury* Amalgamation, when that Amalgamation takes effect, the Debenture Debt of the *Salisbury* Company shall be Debenture Debt of the Company, and shall be deemed to be created by the Exercise by the Company of their increased Borrowing Power in that Behalf under this Act.

Debenture Debt of *Salisbury* Company to be Debt of Company, and deemed created under Act.

**60.** If and when the Company think fit, they may grant any Mortgage under any Act now or hereafter in force, subject to the Condition expressed on the Face of the Mortgage that the Company may issue on an Equality therewith any other Mortgages which the Company from Time to Time are authorized to grant, and so that all the Mortgages so issued, and whatever be the Times of the granting thereof respectively, shall form One Class of Mortgages entitling the Mortgagees, without regard to the Times of the granting of the same respectively, or the Acts under which the same respectively are granted, or any other Matter, to Payment of the Principal Monies and Interest thereby respectively secured rateably, and without any Preference or Priority as between themselves, and all Mortgages so issued shall bear on their Face that they are issued under "the *London and South-western Railway Company's Acts.*"

Power to grant Mortgages on condition of future Mortgages having Equality therewith.

**61.** The Mortgages from Time to Time after the passing of this Act granted by the Company, and under whatever present or future Acts granted, may be in the Form set forth in the Schedule (A.) to the Act of 1866 annexed, with such Modifications, if any, thereof as the Company from Time to Time think fit, but so that the Short Title of this Act instead of the Short Title of the Act of 1866 be given therein.

Form of Mortgages in Schedule to Act of 1866.

**62.** The Provisions of all former Acts relating to the Company by which the Mortgagees of the Company are empowered to enforce Payment of Principal and Interest due on their Mortgages by the Appointment of a Receiver are by this Act repealed, but without Prejudice to any Appointment heretofore made or Proceedings now pending under those Provisions, or any of them.

Repealing Provision of former Acts as to Appointment of Receivers.

**63.** The Company's Mortgagees may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages,  
[Local.]

For Appointment of a Receiver for Mortgagees.

*South-western Railway (General) Act, 1867.*

gages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Interest or Principal, or Principal and Interest, the Amount of Principal owing to the Mortgagees by whom the Application for a Receiver is made shall not be less in the whole than Ten thousand Pounds.

Priority  
of existing  
Mortgages  
issued before  
Act of 1862.

**64.** All Mortgages of the Company from Time to Time before the passing of the Act of 1862 issued for securing any Part of the Four million four hundred and thirty-three thousand nine hundred Pounds which at the Time of the passing of the Act of 1865 the Company were authorized to borrow shall, while those Mortgages respectively continue in force, have Priority over all Mortgages from Time to Time after the passing of the Act of 1862 issued by the Company, and as between themselves shall have the several Priorities to which they are now entitled.

Priority  
of existing  
Mortgages  
issued since  
Act of 1862.

**65.** All Mortgages before the passing of this Act issued by the Company in pursuance of the Powers of any Act of Parliament, and which are subsisting at the Time of the passing of this Act, shall during the Continuance of the same respectively have Priority over all Mortgages issued under the Powers of borrowing originally granted by this Act.

Equality of  
Mortgages  
issued under  
1862 Reso-  
lutions.

**66.** All Mortgages of the Company from Time to Time after the passing of the Act of 1862 issued by the Company, and whether issued on the original borrowing of any Monies or on the reborrowing of any Monies, or by way of Renewal of Mortgages issued after the passing of the Act of 1862 for securing any Part of the Sum of Four million four hundred and thirty-three thousand nine hundred Pounds which before the passing of the Act of 1865 the Company were authorized to borrow on Mortgage, shall, so long as those Mortgages respectively continue in force, be entitled as forming One Class of Mortgages to Preference, Priority, and Equality in accordance with the 1862 Resolutions, and shall, so long as those Mortgages respectively continue in force, have Priority over all Mortgages issued for securing any Money not Part of the Sum of Four million four hundred and forty-three thousand nine hundred Pounds, but subject as by this Act provided to the Priority of Mortgages issued before the passing of the Act of 1862 and from Time to Time in force.

Power to  
reborrow.

**67.** The Company from Time to Time may reborrow on Mortgage any Part of their present or future Mortgage Debt.

Power to  
renew Mort-  
gages with  
Preference.

**68.** Provided that nothing in this Act shall prevent the Company, if and where they think fit, from keeping on foot or renewing any Mortgage

*South-western Railway (General) Act, 1867.*

Mortgage before the passing of this Act granted by them, and having or intended to have any Preference or Priority to or over any of the Mortgages granted by the Company before the passing of this Act; and this Act shall not take away, lessen, or prejudice any Preference or Priority to which any such Mortgage would be entitled if this Act were not passed.

**69.** The Provisions of Sections 99 to 105, both inclusive, of the Act of 1858, and of Sections 71 to 79, both inclusive, of the Act of 1862, and of Section 115 of the Act of 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.

Company's Acts of 1858, 1862, and 1863 as to Debenture Stock to extend to Debenture Stock under this Act.

**70.** The Debenture Stock of the Company under this Act is by this Act declared to be Eight hundred and fifty-one thousand eight hundred and forty-two Pounds Six Shillings and Fourpence, and that Amount shall from Time to Time be increased by the Amount of the Debenture Stock in excess of that Sum from Time to Time created by the Company.

Company's Debenture Stock under Act declared.

**71.** The Company from Time to Time may create and issue Debenture Stock in respect of any Money which they have already borrowed on Mortgage, or are by this Act or any Act passed before or after the passing of this Act authorized to borrow on Mortgage, and all Debenture Stock so from Time to Time created and issued shall have the Preference and Priority with respect to Dividends which is provided for by Section 77 of the Act of 1862, except only so far as the Company from Time to Time before the issuing of any of that Debenture Stock otherwise determine with respect to the Debenture Stock then to be issued.

Power to create Debenture Stock.

**72.** The Debenture Stock, to an Amount not exceeding One million Pounds, from Time to Time after the passing of the Act of 1862 issued in accordance with the 1862 Resolution in that Behalf, shall (but subject and without Prejudice to the Priority, if any, of now existing Mortgages of the Company issued before the passing of the Act of 1862, so long only as those Mortgages respectively continue in force,) have, in accordance with that Resolution, Priority and Preference to and over the Mortgage Debt from Time to Time of the Company.

Priority of One million Pounds Debenture Stock issued under 1862 Resolution.

**73.** All Monies from Time to Time raised under this Act by the Company by Shares or Stock or by borrowing, and by this Act appropriated for any special Purpose, shall be applied only for that special Purpose, and all other Monies from Time to Time raised

Application of Monies raised by Company under Act.

under

*South-western Railway (General) Act, 1867.*

under this Act by the Company by Shares or by Stock or by borrowing may be applied for any of the Purposes of the Company's Undertaking.

Application by Company of surplus Monies under other Acts.

74. The Company may from Time to Time apply for the Purposes of this Act any Monies raised by them under any Act, and not required for any special Purpose for which by the respective Act it is made applicable.

Powers for Company to purchase and subscribe for Shares in Yeovil Company.

75. The Powers conferred on the Company by the Act of 1858 for acquiring Shares of the Capital of the *Yeovil* Company include Powers for the Company to acquire directly from the *Yeovil* Company by way of Subscription or otherwise and pay for Shares of that Capital, and all Shares so acquired shall with respect to voting at Meetings of the *Yeovil* Company be deemed Shares of the Company in the *Yeovil* Company within the Meaning of the Section numbered 63 of the Act of 1865.

Company not to sell, &c. Shares of Yeovil Company acquired by them.

76. The Company shall not sell or dispose of any Shares of the Capital of the *Yeovil* Company which they may purchase or acquire under the Act of 1858 or under this Act.

Power to extinguish a fractional Sum of Stock.

77. For the sake of simplifying the Company's Accounts they may, by Agreement with the Holder thereof, redeem and extinguish One Pound Thirteen Shillings and Fourpence of their Seven Pounds *per Cent.* Preferential Stock.

Stock of Company not to be transferred, &c. except in Sums of One Pound or a Multiple thereof.

78. From and after the passing of this Act, and except only with respect to any ultimate Balance of any Portion of any Stock of the Company, whether preferential or ordinary, no present or future Stock of the Company shall be issued or transferred or registered of any Amount other than One Pound or a Multiple thereof.

Saving Rights of Company and other Companies named in Act.

79. Except only 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 Rights as to Lands of James Peard Ley, Esquire.

80. The Provisions in this Act contained for extending the Time for the compulsory Purchase of Lands shall not apply to any of the Lands of *James Peard Ley* Esquire, and anything in this Act contained shall not prejudice or affect an Agreement made the Eighth Day of *March* One thousand eight hundred and sixty-five between *Robert Ellett* Esquire on behalf of the said *James Peard Ley* and the Company, or the Provisions thereof, or the Rights of the respective

*South-western Railway (General) Act, 1867.*

respective Parties under and in virtue of the same, nor shall anything in this Act contained authorize the Company to make any Deviation from the Line of Railway, as shown upon the Plan deposited previously to and with reference to the *North Devon Act*, which will interfere with the Construction of the Accommodation Works provided for by that Agreement, or render the same less serviceable.

**81.** Nothing in this Act contained shall extend 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 passing of this Act the said Conservators did or might lawfully claim, use, or exercise; and, except as in this Act expressly provided with reference to the Completion of the Works authorized by the *London and South-western (Kensington and Richmond) Railway Act, 1864*, the several Provisions of that Act in any way relating to the said Conservators shall remain in as full Force and Effect as if this Act had not passed.

Saving  
Rights of the  
Conservators  
of the River  
Thames.

**82.** 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.

**83.** The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, 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 construct any other Railway, or to execute any other Work or Undertaking.

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

**84.** Nothing in this Act shall exempt any Railway to which this Act relates 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 and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, by this Act authorized.

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

*South-western Railway (General) Act, 1867.*

Expenses of Act.

**85.** All Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be paid by the Company.

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*South-western Railway (General) Act, 1867.*

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The SCHEDULE referred to in the foregoing Act.

AGREEMENT with respect to the SALISBURY RAILWAY.

HEADS OF AGREEMENT made the 8th Day of August 1866 between the Salisbury and Dorset Junction Railway Company (herein called the Salisbury Company) of the one Part, and the London and South-western Railway Company (herein called the South-western Company) of the other Part.

Whereby it is agreed as follows:

1. The Salisbury Company to make and complete the Railways authorized to be constructed by the "Salisbury and Dorset Junction Railway Act, 1861," (herein-after called "the Railway,") as a single Line of Railway on the Narrow Gauge, with Land and Over-bridges for a double Line, and with all requisite Stations, Station and Gate Houses, Waiting Sheds, Station Yards, Roads, Buildings, and Accommodation, Goods Sheds, Sidings, Turn-tables, Water Cranes, Tanks, and Water, Loading Banks, Cranes, Weighing Machines, Signals, Telegraph Communication, Works, and Conveniences, including everything usually provided out of Capital by Railway Companies intending to work their own Railways.

2. The Railway Stations, Houses, Works, Accommodation, and Conveniences to be made and completed in a workmanlike Manner to the reasonable Satisfaction of the South-western Company's Engineer, and also so as to be approved by the Government Inspector as fit to be opened for public Traffic.

3. If and whenever after the opening of the Railway for public Traffic any additional Works, Accommodation, or Conveniences are from Time to Time required and are necessary for the Purposes of the Railway and the Traffic thereon, and which the Salisbury Company would have had to construct if they had been working the Railway themselves, or if any Accommodation Works for neighbouring Landowners, or by reason of the Interference with public Roads, are required, such Additions to be made by and at the Expense of the Salisbury Company.

4. From and after the opening for public Traffic of the Railway for Passengers and Goods, the South-western Company to maintain (except during Twelve Calendar Months after Completion), man, stock, exclusively work, use, and manage the Railway under their sole Control, but in good Faith and so as to accommodate the Traffic, and for the Purpose of efficiently accommodating the Through Traffic the South-western Company shall run Two Trains each Way on every Week Day so as to form a Connexion with the London and Salisbury Trains at Salisbury, and also with the London and Weymouth Trains at Wimborne, or, in the Option of the South-western Company, at West Moors Junction.

5. All

*South-western Railway (General) Act, 1867.*

5. All Goods Traffic not otherwise consigned or ordered by the Senders or Consignees passing between (on the one hand) any Station now or hereafter to be opened on the South-western Company's Southampton and Dorchester System, including the Railways of the Salisbury Company to the Westward of and inclusive of Ringwood and Christchurch and Salisbury respectively, and (on the other hand) any Station between Salisbury and Gillingham inclusive on the Salisbury and Yeovil Railway, and any Station between Salisbury and Basingstoke inclusive on the Basingstoke, Andover, and Salisbury Railway of the South-western Company, to be conveyed over the Railway, or if such Traffic is conveyed by the South-western Company by any other Route the gross Receipts in respect thereof shall be divisible between the Two Companies in the same Manner as if such Traffic had been conveyed over the Railway: Provided always, that this Article is subject to an Agreement, dated 16th September 1863, made between the South-western Company and the Somerset and Dorset Railway Company, whereby it is provided (Article 42) that those Two Companies will agree to Through Fares and Rates between Bournemouth 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, and any Traffic so conveyed by way of that Railway shall not be divisible as herein mentioned.

6. The Salisbury Company, out of the Share of the gross Receipts receivable by them under this Agreement, to pay the Government Duty, the Landlord's Property or Income Tax, and to apportion and redeem or pay the Land Tax, and to pay all yearly Rentcharges, if any, payable to Landowners in lieu of Purchase Money, all Quit and Chief Rents, if any, and all other Landlord's Rates and Taxes, if any, and to apportion the Tithe Commutation Rentcharges.

7. The South-western Company, out of the Share of the gross Receipts receivable by them under this Agreement, to pay all Tithes, and the so apportioned Rentcharges in lieu of Tithes, and all Tenants Rates, Taxes, Charges, and Outgoings in respect of the Railway.

8. Notwithstanding anything in the Salisbury and Dorset Junction Railway Act, 1861, contained, all Expenses of watching, managing, and maintaining Junctions, and the Signals thereat, to be borne by the Two Companies out of the Shares of the gross Receipts receivable by them respectively under this Agreement in equal Proportions.

9. The Salisbury Company or their Contractors to maintain the Railway for Twelve Calendar Months after its opening for Traffic to the Satisfaction of the Engineer of the South-western Company.

10. Forty-five per Cent. of the gross Receipts for all Traffic conveyed on the Railway to belong to the South-western Company for their Expenses of maintaining, managing, and working the Railway and Traffic thereon, and their Outgoings in respect thereof, and 55 per Cent. thereof to be paid to the Salisbury Company free from all Deductions except as herein mentioned.

11. The gross Receipts to include all Receipts for local Traffic conveyed on the Railway, and the due Mileage Proportion in respect of the Railway of all Through Fares and Rates.

12. The gross Receipts aforesaid shall, as regards everything carried by Passenger Trains except small Parcels, be the actual gross Receipts without any Deduction, and shall, as regards small Parcels carried by Passenger Trains and everything carried by Goods Trains, be the gross Receipts, with the Deduction only of the usual Terminal Charges allowed by the Railway Clearing House:  
Provided



*South-western Railway (General) Act, 1867.*

Provided always, that the Portion of such Terminal Charges as accrues on Traffic arriving at or leaving a Station upon the Salisbury Company's Railway shall be treated as a Portion of the gross Receipts, less the Expenses of Collection or Delivery, as the Case may be.

13. Interest at a Rate not exceeding 5*l.* per Cent. per Annum on the Salisbury Company's Mortgage Bonds and Debentures (not exceeding in the aggregate a Debt of 53,300*l.*, or an annual Charge of 2,665*l.*, inclusive of any Rentcharges in lieu of Debentures,) to be in favour of the Salisbury Company's Mortgage or Debenture Creditor a First Charge on the Company's gross Receipts in respect of the Railway, and to be paid thereout by the South-western Company, but as between the Salisbury Company and the South-western Company the same to be a Charge exclusively upon the Share of the gross Receipts receivable by the Salisbury Company under this Agreement, and the Amount thereof to be deducted by the South-western Company out of the Salisbury Company's Share of those Receipts from Time to Time: Provided always, that if in any One Half Year the Salisbury Company's Share of those Receipts is not sufficient to pay the Salisbury Company's Debenture Interest (including Rentcharges in lieu of Debenture Interest), and the Government Duty, and other Outgoings payable under Article 6 by the Salisbury Company, the Deficiency, in so far as the same from Time to Time is actually paid by the South-western Company, is to constitute a Debt against the Salisbury Company, to be paid, with Interest at the Rate of 5*l.* per Cent. per Annum, out of the Proportions of Receipts thereafter payable to that Company in future Half Years.

14. The Two Companies respectively to keep all proper Accounts and Vouchers, and to afford to each other proper Facilities for the Inspection and Transcription thereof, and the South-western Company to render to the Salisbury Company on or before the 1st Day of February and 1st Day of August in every Year a Statement of Traffic over the Railway, and of the Receipts and Payments in respect thereof, to the 31st Day of December and the 30th Day of June in each Year, and vouch such Statements respectively when required.

15. On or before the 15th Day of February and the 15th Day of August in each Year the South-western Company to pay to the Salisbury Company the Amount purporting to be due to that Company upon the Statements delivered pursuant to the last preceding Article.

16. For the Period of Three Calendar Months from the Delivery of such Statements respectively the Salisbury Company, by their Directors and Officers, to have free and uninterrupted Access at all reasonable Hours in the Day to the Books, Vouchers, Accounts, and Papers of the South-western Company for the Purpose of vouching, verifying, and testing the Accuracy of such Statements respectively, and the South-western Company shall afford to the Salisbury Company all reasonable Facilities therein.

17. The Working Arrangement hereby entered into to be in force from the opening of the Railway for public Traffic in Passengers and Goods, and thenceforth (subject to the Provisions in that Behalf applicable of the Railways Clauses Consolidation Act, 1863,) for ever.

18. The South-western Company in the next Session of Parliament to apply to Parliament for Powers to lease for 1,000 Years, and thereupon to lease for that Term, the Railway on Terms analogous to the Working Arrangement constituted by these Heads, and the Salisbury Company, at the Request and

*South-western Railway (General) Act, 1867.*

Expense of the South-western Company, to assent to and support such Application to Parliament.

19. If any Difference arise between the Salisbury Company and the South-western Company touching the true Intent, Spirit, or Construction of these Heads, or anything to be done, suffered, or omitted hereunder, or any of the Incidents or Consequences of the Working Arrangement hereby entered into, or any other Matter arising out of, consequent upon, or incident to such Arrangement, every such Difference shall be referred to an Arbitrator under the Railway Companies Arbitration Act, 1859.

20. A formal Agreement in detail for carrying into effect these Heads, with such Modifications, if any, thereof not inconsistent with the Spirit thereof as the Two Companies mutually agree on, and with all proper and sufficient incidental and consequential Provisions, to be settled by John Bullar, Esquire, on behalf of both Parties, and to be executed by them under their Common Seals, and to bind both Companies.

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