



CHAP. clxvii.

An Act for authorising the London and South-western Railway Company to construct Railways at Poole, Acton, and Southampton, and for conferring further powers on that Company in relation to their own Undertaking and the Undertakings of other Companies; and for other purposes. A.D. 1871.
[24th July 1871.]

WHEREAS by "The South-western Railway (Poole and Bournemouth Junction) Act, 1866" (in this Act called "The Poole Act of 1866"), the London and South-western Railway Company (in this Act called "the Company") was authorised to construct certain railways at or near Poole in the county of Dorset, which by the said Act were designated railways A., B., and C. : 29 & 30 Vict.
c. ccxvii.

And whereas the railways by this Act authorised and therein designated railways E. and F. would improve the communication at Poole between the railways of the Company and the authorised Poole and Bournemouth Railway, and would render unnecessary the construction of the railways B. and C. and of part of the railway A. authorised by the Poole Act of 1866, and also of so much of the railway No. 3 authorised by "The Poole and Bournemouth Railway Act, 1865" (in this Act called "the Act of 1865"), as lies between the authorised commencement of the railway No. 3 and the junction therewith of the railway F. by this Act authorised :

And whereas it is expedient that the Company should be authorised to make and maintain the railways E. and F. above mentioned, and that provision be made for the abandonment of the railways B. and C. authorised by the Act of 1866, and of the part above referred to of railway A. authorised by that Act, and of railway No. 3 authorised by the Act of 1865 :

And whereas by "The Poole and Bournemouth Railway Act, 1870" (in this Act called "the Act of 1870"), the time for the 33 & 34 Vict.
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A.D. 1871. — completion of the railways authorised by the Act of 1865 (except the portions of those railways required to be abandoned by the Poole Act of 1866) was extended to the ninth day of February one thousand eight hundred and seventy-two :

And whereas it is expedient that, in the event of the Poole and Bournemouth Railway Company (in this Act called "the Poole Company") not completing within that extended period the portion of railway No. 3 authorised by the Act of 1865 not required to be abandoned by the Poole Act of 1866 or by this Act, the Company should be authorised to construct that portion of the railway No. 3, and that the powers of the Poole Company for that purpose be transferred to the Company, and the time within which those powers may be exercised by the Company be extended for the further period in that behalf in this Act specified :

And whereas it is expedient that the Company be authorised to construct the railway in this Act called "the Acton curve," for affording additional means of communication between their Acton Branch Railway and their Kensington and Richmond Railway :

29 & 30 Vict.
c. cxxvi.

And whereas by "The London and South-western Railway (Additional Powers) Act, 1866" (in this Act called "the Additional Powers Act of 1866"), the Company were authorised to make and maintain a single line of railway (in this Act referred to as "the Itchen Bridge Road authorised single line") across and on the level of the Itchen Bridge Road, in the parish of Saint Mary in the town and county of the town of Southampton, and by section 45 of the Act now in recital it was provided that nothing in that Act contained should authorise the Company to lay down, upon, or across the Itchen Bridge Road any rail at a greater distance, measured at right angles to the easternmost then existing rail on that road, than twenty-one feet from that easternmost rail :

And whereas it is expedient that the restriction contained in the 45th section of the last-mentioned Act be modified as in this Act appears :

And whereas it is expedient that the Company be authorised to construct the railway in this Act called "the Southampton Dock Railway," for affording additional means of communication between their terminal station at Southampton and the Southampton Docks :

And whereas it is expedient that the Poole Company be authorised to sell or lease to the Company, and that the Company be empowered to purchase or to accept, a lease of the undertaking of the Poole Company or any part or parts thereof :

And whereas it is expedient that the Company be authorised to acquire, and use for purposes in this Act mentioned, certain lands

in the parishes of South Stoneham in the county of Southampton, and of Farnham in the county of Surrey, and of Clifton Maybank in the county of Dorset, and that further powers be conferred on the Company of digging ballast and getting materials from lands for the time being belonging to them for the construction, maintenance, or repair of their railway and works :

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And whereas by the Additional Powers Act of 1866 the Devon and Cornwall Railway Company (in this Act called "the Devon Company") were authorised to make, and the Company were authorised to accept, a lease or a transfer in accordance with the terms and conditions of and for the purpose of carrying into effect an agreement set forth in Schedule B. to that Act annexed of the authorised railway of the Devon Company from the North Devon Railway at Colebrook to Okehampton, and the sidings, stations, approaches, yards, works, and conveniences belonging thereto or connected therewith as the same were then authorised by the Okehampton Railway Act, 1862, and the Okehampton Railway Act, 1864 (in this Act called "The Okehampton Acts, 1862 and 1864") respectively :

And whereas by "The Devon and Cornwall Railway Act, 1868," (in this Act called "The Okehampton Act, 1868,") further alterations were authorised in the railway of the Devon Company authorised by the Okehampton Acts, 1862 and 1864 :

And whereas the Devon Company and the Company have entered into articles of agreement, a copy whereof is set forth in the schedule to this Act annexed, in substitution for the agreement set forth in Schedule B. to the Additional Powers Act of 1866, with relation to the sale and transfer by the Devon Company to the Company of the railway of the Devon Company, as now authorised by the Okehampton Acts, 1862 and 1864, and the Okehampton Act, 1868, and it is expedient that those articles of agreement be confirmed and carried into effect, and that for the purpose of the purchase under the articles the Company be authorised to raise further moneys :

And whereas it is expedient that further provision be made with respect to the Company :

And whereas plans and sections of the railways and works by this Act authorised, showing the lines and levels thereof respectively, and also plans showing the additional lands to be taken under the powers of this Act, and books of reference to the respective plans containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of the lands, have been deposited with the respective clerks of the peace for the town and

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A.D. 1871. — county of the town of Poole, and for the counties of Southampton, Middlesex, Surrey, and Dorset, and the town and county of the town of Southampton, and those plans, sections, and books of reference are in this Act referred to as the deposited plans, sections, and books of reference :

And whereas the objects of this Act cannot be attained without the authority of Parliament :

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

Short title.

1. This Act may for all purposes be cited as "The South-western Railway General Act, 1871."

Provisions of general Acts herein named incorporated.

2. The provisions following of "The Companies Clauses Consolidation Act, 1845" :—

With respect to the distribution of the capital of the Company into shares :

With respect to the transfer and transmission of shares :

With respect to the payment of subscriptions and the means of enforcing the payment of calls :

With respect to the forfeiture of shares upon nonpayment of calls :

With respect to the remedies of creditors of the Company against the shareholders :

With respect to the borrowing of money upon mortgage :

With respect to the conversion of the borrowed money into capital :

With respect to the consolidation of the shares into stock :

With respect to the provision to be made for affording access to the special Act by all parties interested :

And Part I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of "The Companies Clauses Act, 1863," as amended by "The Companies Clauses Act, 1869," and "The Lands Clauses Consolidation Acts, 1845, 1860, and 1869," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the construction of a railway), Part II. (relating to extension of time), and Part III. (relating to working agreements) of "The Railways Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and are part of this Act.

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 there be

something in the subject or context repugnant to the construction; and the expression "superior courts" or "courts of competent jurisdiction," or any other like expression in this Act or any Act in whole or in part incorporated with this Act, shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt, and not a debt or demand created by statute.

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4. Subject to the provisions of this Act and of the Acts and parts of Acts therewith incorporated, the Company may make and maintain, in the lines and in accordance with the levels shown on the deposited plans and sections, the railways described in this Act, with all proper sidings, stations, approaches, works, and conveniences connected with those railways, and all incidental works and conveniences, and may enter upon, take, and use such of the lands shown on the deposited plans and specified in the deposited books of reference as may be required for the purpose. The railways referred to in this section and authorised by this Act, are—

Power to make railways and works shown on deposited plans and to take lands therefor.

1. A railway (E.) six furlongs and six chains or thereabouts in length, commencing in the parish of Canford Magna in the county of the town of Poole and county of Dorset, or one of them, by a junction with railway (A.) authorised by the Poole Act of 1866, and terminating in that parish by a junction with railway No. 2 authorised by the Act of 1865 :
2. A railway (F.) two furlongs or thereabouts in length, commencing in the parish of Canford Magna by a junction with railway (E.), and terminating by a junction with the railway No. 3 authorised by the Act of 1865 :
3. A railway (the Acton curve) one furlong and seven chains or thereabouts in length, wholly in the parishes of Ealing and Acton in the county of Middlesex, commencing by a junction with the railway No. 5 (Acton branch), authorised by "The London and South-western (Kensington and Richmond) Railway Act, 1864," and terminating by a junction with the railway No. 3 (Kensington to Richmond) authorised by the same Act :
4. A railway (the Southampton Dock Railway) five chains or thereabouts in length, situate wholly in the parish of Saint Mary in the town and county of the town of Southampton, commencing in the Saint Lawrence Road and terminating on the south side of Canute or Dock Road at the northern boundary of the premises of the Southampton Dock Company.

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Company not to deviate from line or levels of Southampton Dock Railway.

Power to cross certain roads on the level.

5. Provided always, that it shall not be lawful for the Company to deviate from the levels of the said intended railway (the Southampton Dock Railway) as shown on the deposited sections, or to deviate from the line to the eastward thereof as shown on the deposited plans.

6. Subject to the provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the construction of a railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of roads on the level, the Company may, in the construction of the railway, carry the same with a single line of railway only, whilst the railway shall consist of a single line, and afterwards with a double line of railway only across and on the level of the roads next herein-after mentioned, that is to say:—

| No. on deposited Plan. | Parish, &c. | Description of Road. |
|---------------------------|--|---|
| RAILWAY E. | | |
| 52 | { St. James, tything of Longfleet, in the parish of Canford Magna. | } Public carriage road, Town Gate Street. |
| 42 | | |
| 58 | | |
| 6 | Tything of Longfleet aforesaid. | Public carriage road, High Street, Poole. |
| RAILWAY F. | | |
| 13 | Saint James - - | Public carriage road, West Quay Road. |
| 14 | Saint James - - | Public carriage road, Mile Row. |
| SOUTHAMPTON DOCK RAILWAY. | | |
| 3 | St. Mary, Southampton - | Public carriage road, Canute Road. |

Provided always, that no locomotive steam engine or carriage propelled by steam or by atmospheric agency, or by ropes in connexion with a stationary steam engine, shall be at any time used upon the railway F: or upon the Southampton Dock Railway; provided always, that it shall not be lawful for the Company in using that portion of the Southampton Dock Railway where it crosses the Canute Road on the level to allow any train, carriage, or truck to stand across the same, and if the Company wilfully or improperly allow any train, carriage, or truck to stand across the Canute Road as aforesaid, they shall for every such offence be liable to a penalty not exceeding forty shillings.

7. Every train arriving at Poole or passing to or from the London and South-western Railway from or to the Poole and Bournemouth Railway shall stop at the station at Poole.

Trains passing through Poole to stop at station.

8. Notwithstanding anything in this Act or in the incorporated Acts contained, it shall not be lawful for the Company, nor any person acting under or in execution of this Act, to enter upon, take, occupy, or use, either permanently or temporarily, for the purposes of this Act, any of the lands, works, or property of the Southampton Dock Company, or in any manner to alter, vary, or interfere with the docks, railways, and works of the Southampton Dock Company, without the consent of that Company signified in writing under their common seal.

Not to take lands or to interfere with docks of Southampton Dock Company.

9. Notwithstanding anything in this Act contained, the Company shall not, except by agreement, purchase or take any part of the Saint Lawrence Road, Southampton, but the Company may purchase and take, and the owners, lessees, and occupiers thereof may sell and grant accordingly, a perpetual easement, or right of using the same, for the purposes of the Southampton Dock Railway, so nevertheless that the Southampton Dock Railway shall be so laid and maintained that the upper surface of the rail thereof shall be on a level with the surface of the road in or on which it shall be formed, and that the railway comprise no more than a single line of way, whereof the easternmost rail shall not be at any point more than nine feet from the part nearest thereto of the existing eastern railway wall of the Company's terminal station.

As to construction of Southampton Dock Railway.

10. Not less than eight weeks before taking under the powers of this Act in any town or parish fifteen houses or more occupied either wholly or partially as tenants or lodgers by persons belonging to the labouring classes, the Company shall make known their intention to take such houses by placards, handbills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have made known their intention to take the same in manner required by this section.

As to houses occupied by persons belonging to labouring classes.

11. The Company may and shall abandon and relinquish the construction of the railways B. and C. authorised by the Poole Act of 1866, and of so much of the railway A. by that Act authorised as lies between the authorised termination of that railway and the junction therewith of the railway E. by this Act authorised.

Company may abandon portions of their authorised railways at Poole.

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Poole Com-
pany to
abandon part
of their
authorised
line.

Compensa-
tion for
damage to
land by
entry, &c.
for purposes
of railways
abandoned.

12. The Poole Company may and shall abandon and relinquish the construction of so much of the railway No. 3 authorised by the Act of 1865 as lies between the authorised commencement of that railway and the junction therewith of the railway F. by this Act authorised.

13. The abandonment by the Company, or by the Poole Company, under the authority of this Act, of any railway, or of any portion of any railway or works, shall not prejudice or affect the right of the owner or occupier of any land to receive compensation in accordance with the provisions in that behalf of "The Lands Clauses Consolidation Act, 1845," for any damage occasioned by the entry of the Company, and of the Poole Company, as the case may be, on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company and by the Poole Company, as the case may be, to receive compensation in accordance with the provisions in that behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise as regards such land of any of the powers contained in the Poole Act of 1866, or in the Act of 1865.

Compensa-
tion to be
made in
respect of
portions of
railways
abandoned.

14. Where before the passing of this Act any contract may have been entered into or notice given by the Company or by the Poole Company for the purchasing of any land for the purposes of or in relation to any railway or portion of railway or works authorised to be abandoned by this Act, and which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company or by the Poole Company, as the case may be, to the owners and occupiers or other persons interested in such lands for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Powers of
Poole Com-
pany as to
part of rail-

15. If the Poole Company do not proceed with reasonable despatch with the construction of so much of the railway No. 3 authorised by the Act of 1865 as is not authorised to be abandoned

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by the Poole Act of 1866 or by this Act (in this Act referred to as the unabandoned portion of the railway No. 3. of 1865), so as to ensure the completion and opening thereof for public traffic by the ninth day of February one thousand eight hundred and seventy-two, then, upon the granting of a certificate by the Board of Trade to that effect (which certificate they are hereby authorised to grant upon the application of the Company, and which certificate shall be conclusive evidence of the fact against the Poole Company and all other companies and persons), the powers of the Poole Company for the purchase of lands and hereditaments for and for the construction of the unabandoned portion of the railway No. 3 of 1865 and the works and conveniences connected therewith shall (but subject to all liabilities of and claims and demands on the Poole Company in respect of the same) absolutely cease and determine.

A.D. 1871.
way No. 3.
authorised
by Act of
1865 trans-
ferred to
Company in
certain
events.

16. If and when the cesser of the powers of the Poole Company with reference to the unabandoned portion of the railway No. 3. of 1865 takes effect, the Company at their own expense, and instead of the Poole Company, may and shall make or complete and maintain the unabandoned portion of the railway No. 3. of 1865, and in order thereto shall have all the powers and authorities of the Poole Company with respect to the acquiring of lands for and the making or completing of the same, and those powers and authorities may be exercised by the Company instead of the Poole Company at any time before the first day of January one thousand eight hundred and seventy-three, as if the Company instead of the Poole Company had been originally authorised to make and maintain the unabandoned portion of the railway No. 3. of 1865, and the time limited for the completion thereof had been by the Act of 1870 extended to the first day of January one thousand eight hundred and seventy-four; and all contracts entered into and proceedings taken by the Poole Company for the acquisition of any of those lands are by this Act, upon the cesser of the powers of the Poole Company, 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 Poole Company.

As to ex-
ercise of
transferred
powers.

17. Except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed under or by the Act of 1865, or the Poole Act of 1866 respectively, with respect to the unabandoned portion of the railway No. 3. of 1865, shall be as valid as if this Act were not passed, and the transfer by this Act of the powers of the Poole Company with respect to the unabandoned portion of the railway

General
saving of
rights as to
transferred
lines.

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A.D. 1871. — No. 3. of 1865 to the Company shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed, and to all rights, liabilities, claims, and demands, both present and future, which if the transfer were not effected would be incident to or consequent on any and everything so done, suffered, and confirmed; and with respect to everything so done, suffered, and confirmed, and all such rights, liabilities, claims, and demands, the Company shall to all intents represent the Poole Company: Provided that the generality of this provision shall not be restricted by any other of the provisions of this Act.

Provisions
in the event
of the Com-
pany making
the unabandoned
portion of the
railway
No. 3. of
1865.

18. If the Company make the unabandoned portion of the railway No. 3. of 1865—

(A.) The Company shall not purchase and acquire the soil of the streets and quays in the borough of Poole for the purpose of laying down the said railway, but shall only acquire, and the bodies or authorities in whom the said streets and quays are vested shall grant to the Company, without payment, a perpetual easement over and on the same for the said purposes:

(B.) The unabandoned portion of the railway No. 3. of 1865 shall be constructed and maintained by the Company upon the level of the said streets and quays, and so as not to obstruct the general traffic thereof, and shall be so constructed and for ever after maintained under the superintendence and to the reasonable satisfaction of the surveyor or other officer of the said bodies or authorities:

(C.) Nothing herein contained shall take away or impair any rights, privileges, powers, or authorities which the mayor, aldermen, and burgesses of the borough of Poole, whether as a corporation or as trustees or managers, or which any other person or bodies have over the said streets or quays, subject nevertheless to the use of the same by the Company, free from obstructions for the purposes of this Act.

Lands for
extra-
ordinary
purposes.

19. The Company, by agreement from time to time, may purchase land for any of the extraordinary purposes specified in "The Railways Clauses Consolidation Act, 1845," but the quantity of land so purchased by them under this Act for those purposes shall not exceed five acres.

Powers for
compulsory
purchases
limited.

20. The powers of the Company for the compulsory purchase of lands shall not be exercised after the days following; viz.,

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For the purposes of the railways E. and F. by this Act authorised - - - - - 1st June 1872 : A.D. 1871.
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For the purposes of the Acton Curve and Southampton Dock Railway by this Act authorised 1st June 1873.

21. The railways and other works by this Act authorised and shown on the deposited plans shall be completed by or before the days following; that is to say, Period for completion of works.

The railways E. and F. by or before - - - - - 1st June 1872 :

The Acton Curve and the Southampton Dock

Railway by or before - - - - - 1st June 1876 :

and after those respective days the powers by this Act granted to the Company for making those respective railways and other works, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof respectively as shall then be completed.

22. If the Company fail within the period limited by this Act to complete the Acton Curve and the Southampton Dock Railway by this Act authorised to be made, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited, until the said railways are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per cent. on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act seventeen and eighteen Victoria, chapter thirty-one, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said third section of the Act seventeen and eighteen Victoria, chapter thirty-one, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England, in the bank named in such order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control. Penalty for non-completion of railways within time limited.

23. Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Application of penalty.

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A.D. 1871. Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with, or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway, or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act, and for which injury or loss no compensation or inadequate compensation shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Court of Chancery in England may seem fit, and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then such portion thereof as may not be required as aforesaid shall be paid to the Company from whom such penalty was recovered.

Penalty for non-completion of railways E. and F.

24. After the expiration of the period by this Act limited for the completion of the railways E. and F. by this Act authorised, if they be not then completed, 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 period so limited, until those railways are completed and opened for public traffic, but no penalty shall accrue in respect of any time during which it appears by a certificate to be 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; provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Power for Company to take tolls, &c. on railways made by them under Act.

25. Subject to the provisions of the several Acts from time to time in force and applicable in that behalf, the Company from time to time in respect of the several railways or portions of railway made under this Act by the Company, or which under the powers of this Act may be transferred or leased to or vested in them, may demand and take for all 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 London and South-western Railway or any of them the Company are from time to time authorised to demand and take for like traffic, matters, and services on or with respect to that main line, and in

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like manner and subject to the like limitation of maximum tolls, fares, rates, and charges, and with and subject to like provisions in all respects as if the railways and portions of railway so made by them were respectively part of that main line: Provided always, that no greater toll than at the rate of one penny per animal or per ton shall be taken in respect of animals, goods, and minerals for the use of that portion of the railway No. 3. which shall be constructed on any public road or public quay. A.D. 1871.

26. For the purposes of "The Additional Powers Act, 1866," and of this Act, the expression "The Okehampton Railway," in the first-mentioned Act and in this Act, shall be deemed to mean and include the railway and works of the Devon Company authorised by "The Okehampton Acts, 1862 and 1864," as the same railway and works were by "The Okehampton Act, 1868," authorised to be altered, and shall also be deemed to mean and include the railway and works which are in the articles of agreement contained in the schedule to this Act (herein-after called the scheduled agreement) agreed to be transferred. Interpretation of expression "The Okehampton Railway."

27. The scheduled agreement is by this Act substituted for the agreement set forth in Schedule B. to the Additional Powers Act of 1866, and is confirmed and made binding on the Devon Company and the Company, and may and shall be carried into full effect according to the true intent thereof as if the same instead of the agreement for which it is substituted had been mentioned in and confirmed by the Additional Powers Act of 1866. Confirmation of scheduled articles of agreement.

28. The sections of the Additional Powers Act of 1866, numbered 53 to 61 (both numbers inclusive), shall apply to the transfer under this Act of the Okehampton Railway, and shall be read and have effect as if the Okehampton Railway, as authorised by the Okehampton Railway Acts, 1862 and 1864, as the same railway and works were by the Okehampton Railway Act, 1868, authorised to be altered had been mentioned or referred to in those sections respectively, and as if the scheduled agreement instead of the agreement for which it is substituted had been mentioned in and confirmed by the Additional Powers Act of 1866: Provided always, that the powers of the Devon Company, of raising money by borrowing under "The Okehampton Railway Act, 1862," are not by this Act transferred to or vested in the Company, but are hereby extinguished. Applying sections 53 to 61 of the Additional Powers Act of 1866.

29. For the purposes of any sale or transfer by the Devon Company to the Company of the Okehampton Railway as now authorised, the Company from time to time may raise, by new Increase of capital of Company in respect of

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A.D. 1871. shares or new stock (whether ordinary or preferential), any sum or
purchase of Okehampton Railway. sums not exceeding in the whole one hundred and thirty thousand
pounds.

Shares not to be issued until one fifth paid up. **30.** The Company shall not issue any share or stock created
under this Act, nor shall any share vest in the person accepting the
same, unless and until a sum not being less than one fifth of the
amount of the share or stock be paid in respect thereof.

Calls. **31.** One fifth of the amount of a share shall be the greatest
amount of a call, and three months at least shall be the interval
between successive calls and three fifths of the amount of a share
shall be the utmost aggregate amount of the calls made in any year
upon any share.

Provisions of 25 & 26 Vict. c. xlii. extend to shares and stock under this Act. **32.** The provisions of sections 47 to 70 (both inclusive) of
“The South-western Railway (Additional Powers) Act, 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 they are authorised to create and issue.

Company may borrow further moneys. **33.** For the purposes of any such sale or transfer as aforesaid
to the Company of the Okehampton Railway as now authorised,
the Company may from time to time borrow on mortgage (in
addition to any sums which they are now authorised to borrow)
any further sum or sums not exceeding in the whole forty-three
thousand pounds.

Restriction on borrowing. **34.** Provided that no part of that sum of forty-three thousand
pounds shall be borrowed until the whole additional capital of one
hundred and thirty thousand pounds under this Act is subscribed
for, issued, and accepted, and one half thereof is paid up, and the
Company have proved to the justice who is to certify under section
40 of “The Companies Clauses Consolidation Act, 1845,” before
he so certifies, that the whole of that additional capital has been
issued and accepted, and that one half thereof has been paid up,
and that not less than one fifth part of the amount of each separate
share has been paid on account thereof before or at the time of
the issue or acceptance thereof, and that the additional capital was
issued bonâ fide, and is held by the subscribers or their assigns, and
that the subscribers or their assigns are legally liable for the same,
and upon production to such justice of the books of the Company,
and of such other evidence as he shall think sufficient, he shall

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grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof. A.D. 1871.

35. All mortgages granted by the Company in pursuance of any Act passed before the passing of this Act, and subsisting at the time of the passing of this Act, shall during the continuance thereof respectively have priority over any mortgages to be granted by virtue of this Act: Provided that this section does not apply to any mortgage from time to time granted by the Company in accordance with section 21 of "The South-western Railway (General) Act, 1865," or section 60 of "The South-western Railway (General) Act, 1867."

Existing mortgages to have priority.

36. 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.

Provisions of Company's Acts as to appointment of receiver repealed.

37. The Company's mortgagees may enforce payment of arrears of interest or principal, or principal and interest, due on their mortgages by the appointment of a receiver, and in order to authorise 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.

Arrears may be enforced by appointment of receiver.

38. The Company and the Poole Company from time to time may enter into and carry into effect all such agreements with respect to the following purposes as they think fit, and all matters incidental and accessory thereto; and all such agreements may be on such terms, pecuniary and otherwise, and conditions whatsoever, as the contracting companies think fit; that is to say,

Agreements between Company and Poole Company as to sale of Poole Company's undertaking, &c.

The making by the Poole Company and the accepting by the Company of a sale and conveyance or transfer, or of a lease of all or any part of the undertaking, railway, property, rights, and powers of the Poole Company:

The use, working, management, or abandonment by the contracting companies of the railway, works, and property, or of any part of the railway, works, and property of either of them.

39. The agreements under this Act which the Company on the one hand and the Poole Company on the other hand from time to time enter into with respect to any sale and conveyance or transfer

Time and terms of agreements.

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or lease as aforesaid to the Company may take effect at such times, either before or after the completion of any works of the Poole Company, as the contracting companies think fit, and the sale and conveyance or transfer or lease, as the case may be, may be for such consideration, and upon such terms (pecuniary or otherwise) and conditions, and if a lease for such term, as the contracting companies think fit.

Provisions
as to agree-
ments, &c.
affecting
Poole Com-
pany.

40. Any agreement under this Act between the Company and the Poole Company, and any sale, conveyance, transfer, or lease of all or any part of the undertaking, railway, property, rights, and powers of the Poole Company, shall not be made without the authority of three fifths at the least of the votes of the proprietors (excluding holders of preference shares and debenture stock) present in person or by proxy at a meeting of the Poole Company specially convened with notice of the object of the meeting; and any director of the Poole Company, or any nominee or person appointed by or on behalf of the Company, in virtue of any authority in that behalf vested in the Company, shall not be entitled to vote as such director at any meeting of the directors of the Poole Company, nor in respect of any shares of the Company in the Poole Company, at any meeting of that Company upon any question touching the agreement, sale, conveyance, or transfer.

Powers as
to premises
sold, &c. to
be exercised
by Company.

41. All the rights, powers, and privileges of the Poole Company and their directors, officers, or servants, which by virtue of any of the Acts relating to the Poole Company and this Act respectively, might be exercised and enjoyed by them respectively with respect to the premises agreed to be sold and conveyed, or transferred or leased, and which, in accordance with the terms and conditions of the agreement or of this Act, are to be exercised and enjoyed by the Company and their directors, officers, and servants with respect to the premises agreed to be sold and conveyed, or transferred or leased, shall be exercised and enjoyed accordingly under and with the same regulations, restrictions, obligations, penalties, and immunities in accordance with those Acts and this Act respectively, as by the Poole Company and their directors, officers, and servants.

Sale and
conveyance
to be by
deed duly
stamped.

42. Provided that every sale, conveyance, transfer, and lease, if any, made under this Act by the Poole Company to the Company shall be sufficiently and conclusively evidenced by a deed of conveyance duly stamped, and wherein the full consideration for the deed shall be fully and truly set forth.

Vesting in
Company
premises

43. In accordance with the terms and conditions of any agreement under this Act between the Company and the Poole Company

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for a transfer, the premises thereby agreed to be transferred to the Company, and the rights, powers, authorities, and privileges to be in accordance with this Act exercised and enjoyed by the Company with respect to the same, shall, at the time by the respective agreement appointed for the transfer to take effect, be by this Act, and subject to the provisions thereof, and subject to the other provisions, if any, of any deed of agreement or conveyance executed in accordance with this Act, transferred to and vested in the Company absolutely and for ever, and be amalgamated with and deemed part of their original undertaking.

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agreed to be transferred,

44. From and after the time agreed on for the sale and conveyance or transfer to take effect, 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 contracts, agreements, duties, obligations, debts, charges, liabilities, claims, and demands whatsoever to which the Poole Company, if the sale and conveyance or the transfer did not take effect, would be subject or liable, and shall indemnify the Poole Company and their shareholders, directors, officers, and servants from the same, and all costs, charges, and expenses, claims and demands, with respect to the same, and shall be entitled to all the benefits and advantages of and to enforce all those contracts and agreements.

Company to perform duties of Poole Company as to premises sold, &c.

45. No sale, conveyance, or transfer under this Act shall cause the abatement, discontinuance, or determination of or in anywise prejudicially affect any action, suit, or other proceeding at law or in equity commenced by or against the Poole Company, either solely or jointly with any other company, or with any person, before the time agreed on for the sale, conveyance, or transfer to take effect, but any such action, suit, or proceeding may, so far as it relates to the premises included in the sale, conveyance, or transfer, be continued, prosecuted, or enforced by or against the Company, either solely, or, as the case may require, jointly with such other company or with such person.

Actions, &c. not to abate.

46. If the sale and conveyance or the transfer by this Act be of the whole undertaking and railway of the Poole Company, then from and after the time agreed on for the sale and conveyance or the transfer to take effect, the several Acts passed with respect to the Poole Company (but subject to the provisions of this Act with respect to the winding up of their affairs and their dissolution and otherwise) shall be read and have effect as if the same had been passed with respect to the Company instead of with respect to the Poole Company.

Poole Company's Acts to apply to Company.

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Poole Com-
pany to wind
up their
affairs.

47. If the sale and conveyance or the transfer by this Act be of the whole of the undertaking and railway of the Poole Company, then forthwith after the time agreed on for the sale and conveyance or the transfer to take effect the Poole Company shall proceed to wind up their affairs, and in order thereto may sell and convey or otherwise dispose of all such parts, if any, of their lands, property, and effects as are not in accordance with or by this Act vested in the Company, and, subject to the payment, satisfaction, or discharge of all the debts, liabilities, and engagements, if any, of the Poole Company not paid, satisfied, or discharged by the Company, the Poole Company shall distribute and pay their net moneys to and among the several persons who at the time agreed on for the sale and conveyance or the transfer to take effect are their respective registered shareholders, in proportion to their respective shares of the capital of the Poole Company, or their respective executors, administrators, successors, or assigns.

Payments
into court by
Poole Com-
pany.

48. Provided that where the Poole Company are for twelve months after the period for the distribution of their net moneys unable, after diligent inquiry, to ascertain the person to whom any part thereof ought to be paid, or who can give an effectual receipt for the same, the Poole Company may pay the same into the Court of Chancery under an Act from time to time in force for the relief of trustees, and every such payment into Court shall conclusively discharge the Poole Company from all further liability with respect to the net moneys so paid, and for the purposes of this Act shall be deemed payment thereof to a person absolutely entitled thereto, and any person afterwards showing to the satisfaction of the Court that he is entitled thereto may obtain payment thereof out of Court accordingly.

Dissolution
of Poole
Company.

49. When all the debts, liabilities, and engagements of the Poole Company are paid, satisfied, or discharged, and their net moneys are distributed in accordance with this Act, they shall be by this Act dissolved, and shall wholly cease to exist.

General
saving of
rights under
Acts relating
to Poole
Company.

50. Notwithstanding the dissolution of the Poole Company, and except only as is by this Act otherwise provided, everything before the dissolution done, suffered, and confirmed respectively under or by the Acts relating to the dissolved Company, and every right by any of those Acts saved, shall be as valid as if the dissolution had not happened, and the dissolution and the operation of this Act respectively shall accordingly be subject and without prejudice to everything so done, suffered, and confirmed, and all rights so saved respectively. And to all rights, liabilities, claims, and demands,

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both present and future, which if the dissolution had not happened would be incident to or consequent on everything so done, suffered, and confirmed, and all rights so saved respectively, and with respect to everything so done, suffered, and confirmed, and all rights so saved respectively, and all such rights, liabilities, claims, and demands, the Company shall to all intents represent the dissolved Company; provided that the generality of this provision shall not be restricted by any of the other sections and provisions of this Act.

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51. During the continuance of any agreement to be entered into under the provisions of this Act for the use of the railway of the Poole Company by the Company, the railways of the Poole Company and of the Company shall, for the purposes of tolls and charges, be considered as one railway; and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Poole Company and partly on the railway of the Company for a less distance than three miles, tolls and charges may be charged as for three miles, and in respect of passengers, for every mile or fraction of a mile beyond three miles, tolls and charges as for one mile only, and in respect of animals and goods, for every quarter of a mile or fraction of a quarter of a mile beyond three miles, tolls and charges as for a quarter of a mile only, and no other short-distance charge shall be made for the conveyance of passengers, animals, or goods partly on the railway of the Poole Company and partly on the railway of the Company as aforesaid.

Tolls on traffic conveyed partly on the railway of the Poole Company and partly on the railway of any other Company.

52. Subject to the provisions of this Act, the Company may enter upon, take, and use such of the lands shown on the deposited plans, and specified in the deposited book of reference, as may be required for the purpose of providing additional accommodation, sidings, approaches, and other works and conveniences at or in connexion with the Company's Bishopstoke Station in the parish of South Stoneham in the county of Southampton.

Power to take lands for providing additional station accommodation.

53. Subject to the provisions of this Act, the Company may enter upon, take, and use the whole or any part or parts of the lands in the parishes of Farnham in the county of Surrey, and Clifton Maybank in the county of Dorset, shown on the deposited plans, and from those lands and from any other lands for the time being belonging to the Company, or acquired by them under the powers of any Act or Acts relating to the Company, the Company may from time to time dig ballast and get materials for the construction, maintenance, or repair of the whole or any part or parts of the undertaking, railways, and works from time to time of the Company.

Power to Company to take and use lands for ballast purposes.

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Amending
section 45
of Act of
1866.

54. Section 45 of "The Additional Powers Act of 1866" shall be read and have effect as if in lieu of the distance of twenty-one feet, measured at right angles to the easternmost then existing rail on the Itchen Bridge Road, the distance of twenty-seven feet had been mentioned, and the Company may accordingly lay down the single line of rails authorised by the said Act, upon or across the said road at any distance from the easternmost rail on the said road as existing at the passing of the said Act, not exceeding the said distance of twenty-seven feet (measured at right angles) from such easternmost rail.

Saving
rights of
Companies.

55. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the estates, rights, interests, powers, and privileges of the Company, or of any other Company named in this Act.

Saving
rights of
the Crown
in the fore-
shore.

56. Nothing contained in this Act or in any of the Acts herein referred to shall authorise the said Company to take, use, or in any manner interfere with any portion of the shore or bed of the sea, or of any river, channel, creek, bay, or estuary belonging to the Queen's most Excellent Majesty in right of Her Crown, or any right so belonging in respect thereof, without the previous consent in writing of the Board of Trade on behalf of Her Majesty (which consent the Board of Trade may give), neither shall anything in the said Act or Acts contained extend to take away, prejudice, diminish, or alter any of the estates, rights, privileges, powers, or authorities vested in or enjoyed or exerciseable by the Queen's Majesty, her heirs or successors.

Interest not
to be paid
on calls paid
up.

57. The Company shall not, out of any money by this Act authorised 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."

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

58. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, is required to be deposited in respect of an application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

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59. Nothing in this Act contained shall exempt the railways by this Act authorised from the provisions of any general Act relating to railways, or the better and more impartial audit of the accounts of railway companies, now or hereafter in force, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges or of the rates for small parcels authorised by this Act.

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—
Railways not exempt from provisions of present and future general railway Acts.

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

Expenses of Act.

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S C H E D U L E.

ARTICLES OF AGREEMENT, made the Seventeenth day of March 1871, between the Devon and Cornwall Railway Company (herein-after called the Owing Company) of the one part, and the London and South-western Railway Company (herein-after called the Purchasing Company) of the other part.

1. These Articles are subject to the confirmation of Parliament.

2. The Memorandum of Agreement of the 21st day of May 1863, herein-after called the Agreement of 1863, between the Owing Company (by its then name of the Okehampton Railway Company) of the one part, and the Purchasing Company of the other part, which Memorandum is scheduled to the London and South-western Railway (Additional Powers) Act, 1866, and confirmed by that Act, shall remain in force until the completion of the transfer provided for by these Articles, and shall from and after that completion cease and be of no effect.

3. The Owing Company shall forthwith at their own expense execute and complete that portion of their authorised line of railway comprised in the Agreement of 1863 (as that line of railway is by the Okehampton Railway Act, 1864, and the Devon and Cornwall Railway Act, 1868, authorised to be altered) which lies between the completed and opened part of that line of railway at Belstone Corner and the intended station at Okehampton, including that station, which with the works and conveniences thereof is to be completed according to the plans, drawings, and specification thereof signed by Archibald Scott, the manager of the Purchasing Company, and William Robert Galbraith, the engineer of the Owing Company, and including such alterations of the existing station at Belstone Corner and of the existing railway and works near thereto as may be necessarily and properly incident to the extension of the existing railway to the proposed new station at Okehampton, and to the making of the existing station at Belstone Corner and its sidings and works (without addition to the existing buildings there) fit for its purposes as an intermediate station, and the same portion of railway shall be so completed as a single line of rails (narrow gauge) throughout, with land and over and under bridges, culverts, and other masonry for a double line, and with a sufficient extent of double line for passing at the Belstone Corner Station, and for the working of the station at Okehampton, and with proper station and gate houses, station yards, buildings, waiting sheds, goods sheds, engine sheds, sidings, turntables, water tanks, and water loading banks, signals, mile posts, inclination posts, telegraph communications, and other works and conveniences so as to render the portion of railway before mentioned in every respect fit and safe for traffic of all descriptions, and to the satisfaction of the Government Inspector and the engineer of the Purchasing Company; but in so far as the same portion of railway and works and conveniences, except the Okehampton Station and its works and conveniences, are described in and provided to be executed by the contract and plans, drawings, and specification signed by Mr. William Robert Galbraith, as the engineer of the

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Owning Company, and by Mr. Robert Thomas Relf, and under which the same are in course of completion by Mr. Relf, the Purchasing Company or their engineer shall not require the same to be made or completed otherwise than in satisfactory conformity with that contract and those plans, drawings, and specification.

4. All differences of opinion between the respective engineers of the Owing and Purchasing Companies as to the meaning or fulfilment of the last preceding Article shall be settled by an umpire to be named by them, or if they fail to do so, to be named by the Board of Trade.

5. The Owing Company shall at their own expense immediately after the confirmation by Parliament of these Articles produce and show deeds purporting to be conveyances to themselves in fee simple, free from all outgoings (except duly apportioned tithe commutation rentcharge, and except outgoings ordinarily payable by tenants or occupiers) of

(A) All lands purchased by the Owing Company for the purposes of the railway authorised by the Act of 1862 and comprised in the agreement of 1863 (as that railway is by the Okehampton Railway Act, 1864, and the Devon and Cornwall Railway Act, 1868, authorised to be altered), and comprising all the lands forming the sites thereof, and all the lands forming the site of all and every the stations, works, and conveniences provided by the agreement of 1863, or by these Articles to be executed and completed in connexion therewith, or with any part thereof; and

(B) the further land necessary or proper for the formation of the double line as provided by the agreement of 1863 and by these Articles.

6. The Purchasing Company shall accept as evidence of the title of the Owing Company to the lands mentioned in Article 5, conveyances purporting to convey those lands in fee simple to the Owing Company in consideration of sums in gross, and shall not be entitled to require further evidence of title to any of those lands, and so soon as the title of the Owing Company shall be so evidenced and the portion of railway, works, and conveniences mentioned in Article 3 shall be completed as hereby provided, then upon the delivery of the possession thereof to the Purchasing Company, and upon the execution of an absolute transfer (to be prepared by and at the expense of the Purchasing Company) of all and singular the lands, railways, works, and conveniences herein-before mentioned to the Purchasing Company free from all incumbrances except the mortgages or debentures herein-after mentioned, the Purchasing Company shall pay to the Owing Company the sum of 105,000*l.*, and shall adopt and become liable to pay and to indemnify the Owing Company in respect of the principal sums owing by the Owing Company in respect of debentures and mortgages created under the Okehampton Railway Act, 1862, and not exceeding in amount 43,000*l.*, and in respect of the interest payable on those debentures or mortgages, that is to say, on 39,335*l.* part thereof, from the previous day up to which the Purchasing Company shall under the agreement of 1863 have last paid interest thereon, and on not exceeding 3,665*l.* other part thereof, from the completion of the portion of railway, works, and conveniences mentioned in Article 3.

7. The payment of purchase money herein-before mentioned may, in the option of the Purchasing Company, be made in cash or in the same nominal

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A.D. 1871. amount of stock of the Purchasing Company, to be respectively raised or created under the powers of the Bill now pending in Parliament called the South-western Railway General Act, 1871, and such stock shall bear preferential dividend under the provisions of that Act at the rate of 4*l.* 10*s.* per cent. per annum, commencing at the time of its vesting in the Owing Company and payable at the same time as the dividends on the Purchasing Company's ordinary stock.

8. The Owing Company to pay up to the time of the completion of the transfer—

(a) All outgoings of the description hitherto payable by them out of the sums hitherto received by them from the Purchasing Company in respect of the hitherto completed portion of railway between Colebrook and Belstone Corner, and

(b) All outgoings in respect of the portion of the railway between Belstone Corner and Okehampton.

9. The Owing Company shall on completion of the transfer assign to the Purchasing Company, without further consideration than the consideration mentioned in Article 6, the rights and interest of the Owing Company in the contract by Mr. Relf to maintain the portion of railway, works, and conveniences mentioned in Article 3 for twelve months after the opening of the same for public traffic, and as between the two Companies all moneys retained in the hands of the Owing Company for securing the performance of Mr. Relf's contract shall be primarily liable to secure to the Purchasing Company such maintenance.

10. On completion of the transfer the shares in the capital of the Owing Company created under the provisions of the "Okehampton Railway Act, 1862," shall cease to exist, except for the purpose of entitling the registered holders thereof respectively to their distributive shares of the net amount of the purchase money or stock, and the nominal capital of the Owing Company shall be reduced by such amount thereof as is represented by the shares so to be extinguished, but the receipt of the Owing Company under its common seal for the purchase money or stock shall absolutely discharge the Purchasing Company, and that Company shall thereafter be in nowise obliged to see to the application or distribution thereof, or liable for the misapplication thereof or any part thereof.

In witness whereof the said Companies parties hereto have hereunto affixed their respective common seals, the day and year first above written.

L.S.

L.S.