



ANNO QUARTO & QUINTO

GULIELMI IV. REGIS.

Cap. lxxxviii.

An Act for making a Railway from *London to Southampton.*
[25th July 1834.]

WHEREAS the making a Railway, with all proper and necessary Works and Conveniences connected therewith, for the Carriage of Passengers, Live and Dead Stock, Provisions, and other Goods and Merchandize, commencing at the River *Thames*, at or near *Nine Elms* in the Parish of *Battersea* in the County of *Surrey*, to the Shore or Beach at or near a Place called the *Marsh*, in the Parish of *Saint Mary* in the Town and County of the Town of *Southampton*, will be a great Public Good, by opening a cheap and expeditious Communication between the Metropolis, the Port of *London*, and the Town and Neighbourhood of *Southampton*, and will likewise facilitate the Means of Transit and Traffic for Passengers, Live and Dead Stock, Provisions, and other Goods and Merchandize, between the Metropolis and the Southern and Western Parts of *England*, and between the Metropolis and *Southampton* respectively and the adjacent Districts, and the several intermediate Towns and Places: And whereas the several Persons herein-after named, with other Persons, are willing, at their own Expence, to carry into execution the said Undertaking; but the same cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the King'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, That *Thomas*

[*Local.*]

28 I

Baring, Proprietors
incorporated.

Baring, George Henderson, William Colson Westlake, John King, Philip James Lodder, Edwin Godden Jones, James Whitchurch, Charles Day, James Lynn, William Courtenay, George James Hamilton, John Easthope, James Mackillop, John Hibbert, Edward Jerningham, Ambrose Humphrys, John Wright, John Easthope the younger, Robert Walmisley, Edmund Scott Bucke Barber, John Henzey Pidcock, James Dodd Hulton, Edward Wallace, John Bush, T W Clagett, Edward Blount, Henry Stone Smith, Robert Walters, Francis Atkinson, Charles Smither, James Ramsbottom, George Kilgour, Robert Huckvale, Edward Addison, George Bourness Card, G Colquhoun, William Sutton, Henry Upward, Harbut Ward, Solomon Cohen, Henry Roe, Martin Maddison the younger, William Fitzhugh, John Watkins Drew, John Hamburgh, George Hunt, Thomas Bradley, John King, William James Le Fenore, William Philip James Lodder, James Hawkins Thring, Samuel Chaplin, Charles Maul, William Ronald, James Ralfe, William Hicks Beach, Grace Parson Osborne, William Chaplin, the Honourable Peter Boyle de Blaquiere, Henry Chidgey Quinton, William Hepburn, Richard Leyburn Burne, William Ridgway, William Lee, Joseph Gibbins, William Gibbins, Thomas Chamberlayne, John Fleming, Thomas Webster, Joseph Gilbert, Robert Sheddon, William Kempe, Joshua Scholefield, Clement Cotterell Scholefield, William Scholefield, John Rotton, Edward Tilsley Moore, Andrew Birch Evans, Edward Rubon, Cowperthwaite Smith, William Burdon, William Murrion, John Birt Davies, and all other Persons and Corporations who have subscribed or who shall hereafter subscribe towards the said Undertaking, and their several and respective Successors, Executors, Administrators, and Assigns, shall be and they are hereby united into a Company for making and maintaining the said Railway and other the Works by this Act authorized, according to the Provisions and Restrictions herein-after mentioned, and for that Purpose shall be One Body Corporate by the Name and Style of "The London and Southampton Railway Company," and by that Name shall have perpetual Succession, and shall have a Common Seal, and by that Name shall and may sue and be sued, and also shall have Power and Authority to purchase and hold Lands to them and their Successors and Assigns, for the Use of the said Undertaking, without incurring any of the Penalties or Forfeitures of the Statutes of Mortmain, and shall also have Power to sell and demise or otherwise dispose of the said Lands in manner by this Act directed.

Meaning of
certain
Words in
this Act.

II. And be it further enacted, That in the Construction of this Act every Word importing the Singular Number only shall extend and be applied to several Persons or Things as well as One Person or Thing, and every Word importing the Plural Number shall extend and be applied to One Person or Thing as well as several Persons or Things, and every Word importing the Masculine Gender only shall extend and be applied to a Female as well as a Male; and the Word Lands shall extend to Messuages, Lands, Tenements, and Hereditaments of any Tenure; and the Word Corporation shall be understood to mean any Body Politic, Corporate, or Collegiate, Civil or Ecclesiastical, Aggregate or Sole; unless in any of the Cases aforesaid it be otherwise specially provided, or there be something in the Subject or Context repugnant to such Construction.

III. And

III. And be it further enacted, That it shall be lawful for the said Company to raise amongst themselves any Sum or Sums of Money for making and maintaining the said Railway and other Works by this Act authorized, and for the general Purposes of this Act, not exceeding in the whole the Sum of One million Pound sterling, the whole to be divided into Twenty thousand Shares of Fifty Pounds each, and such Twenty thousand Shares shall be numbered, beginning with Number One, and ending with Number Twenty thousand, in arithmetical Progression, and every such Share shall be distinguished by the Number to be applied to the same; and the said Shares shall be and are hereby vested in the several Parties so raising and paying the same, and their several and respective Successors, Executors, Administrators, and Assigns, to their proper Use and Benefit, proportionably to the Sums they shall severally contribute; and all Corporations and Persons, and their several Successors, Executors, Administrators, and Assigns, who shall severally subscribe for One or more Share or Shares, or such Sum or Sums as shall be demanded in lieu thereof towards the said Undertaking, shall be entitled to and be the Proprietors of a proportionate Share of the Capital Stock of the said Company, and shall be entitled to and shall receive, at such Time or Times as shall in manner herein-after provided be directed or appointed, in proportionable Parts, according to the respective Sums so by them respectively paid, the net Profits and Advantages which shall arise or accrue from or by the Rates, Tolls, and other Sums of Money to be received by the said Company by the Authority of this Act, as and when the same shall be divided; and all Corporations and Persons having such Property in the said Undertaking as aforesaid shall bear and pay a proportionate Sum towards carrying on the same to the full Amount of their respective Shares in the said Undertaking.

Capital to be 1,000,000*l.* divided into 20,000 Shares of 50*l.* each.

Proprietors to contribute to the Capital, and share the Profits rateably.

IV. And be it further enacted, That all the Money to be raised or received by the said Company by virtue of this Act, whether by way of Capital or Profits or otherwise, shall be laid out and applied in the first place in paying and discharging all Costs and Expences incurred in applying for, obtaining, and passing this Act, and all other Expences preparatory or relating thereto, and the Remainder of such Money, shall be applied in and towards purchasing Lands, and making and maintaining the said Railway and other Works, and otherwise in carrying this Act into execution.

Application of Monies to be raised.

V. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to make and maintain a Railway or Railways, Tramroad or Tramroads, with Warehouses, Wharfs, Stations, Landing Places, Tunnels, Bridges, and suitable and commodious Buildings, Erections, and Works, with all proper Conveniences connected therewith, for the Passage of locomotive and other Engines, Coaches, Chaises, Waggon, Carts, and other Carriages, and for shipping, embarking, landing, depositing, and warehousing of Goods and Conveyance of Passengers in the Line or Course, and upon, across, under, or over the Lands to be delineated on the Plans and described in the Books of Reference herein-after provided to be deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Southampton*, and the Town and County of the Town of

Company empowered to make the Railway through the Places named herein.

Southampton,

Southampton, as the same respectively have been agreed to be altered and amended as herein-after mentioned; (that is to say,) commencing at the River *Thames* at or near a certain Place called *Nine Elms*, in the Parish of *Battersea* in the County of *Surrey*, and thence extending into and passing over, through, and along the several Parishes, Towns, Townships, and Places of *Nine Elms*, *Battersea*, *Wandsworth*, *Wimbledon*, *Merton*, *Kingston-upon-Thames*, *Long Ditton*, *Cleygate*, *Thames Ditton*, *Esher*, *Walton-upon-Thames*, *Hersham*, *Weybridge*, *Woodham*, *Chertsey*, *Byfleet*, *Pirford*, *Horsell*, *Woking*, *Heathside*, *Town Street*, *Kingfield* otherwise *Kenville*, *Goldsworth* otherwise *Goldings*, *Knaphill*, *Pirbright*, *Frimley*, and *Ash*, all in the County of *Surrey*; *Farnborough*, *Yateley*, *Cove*, *Hawley*, *Crondall*, *Crookham*, *Elvetham*, *Winchfield*, *Odiham*, *North Warnborough*, *Murrell* otherwise *Murrell Green*, *Nateley Scures*, *Newnham*, *Basing* otherwise *Old Basing*, *Waterend*, *Eastrop*, *Basingstoke*, *Worting*, *Wootton Saint Lawrence*, *East Oakley*, *Lower Wootton*, *Upper Wootton*, *New Found*, *Church Oakley*, *Dean*, *North Waltham*, *Steventon*, *Popham*, *Mitchelever*, *Weston Colley*, *West Stratton*, *North Brook*, *South Brook*, *Stoke Charity*, *Abbotts Worthy*, *Kingsworthy*, *Headbourne Worthy*, *Saint Bartholomew Hyde*, *Week*, *Saint Thomas*, the City of *Winchester*, *Saint Faith* otherwise *Saint Cross*, *West Sparkford*, *Bishops Sparkford*, *Shawford*, *Compton*, *Twyford*, *Otterbourne*, *Allbrook*, *South Stoneham*, *Boyatt*, *Eastly*, *Barton Peverell*, *Pollac*, *Swathling*, and *North Stoneham*, all in the County of *Southampton*; *Portswood*, and that Part of the Parish of *South Stoneham* which is in the Town and County of the Town of *Southampton*, and *All Saints* and *Saint Mary*, also in the Town and County of the Town of *Southampton*, on to the Marsh there, and on to the Beach or Shore there.

Plans and Books of Reference deposited with the Clerks of the Peace to remain there, and to be open to Inspection.

VI. And whereas Maps or Plans describing the Line of the said Railway, and the Lands upon, across, under, or over which the said Railway and the Works connected therewith were intended to be carried and made, together with Books of Reference containing a List of the Names of the Owners and Occupiers of such Lands, have been deposited in the Offices of the respective Clerks of the Peace for the Town and County of the Town of *Southampton*, and the Counties of *Southampton* and *Surrey*: And whereas since the depositing of the said Maps or Plans and Books of Reference an Alteration of the Line of the said Railway laid down upon such Maps or Plans hath been agreed and determined upon, with the Concurrence of the Owners and Occupiers of Lands through which such Deviation is to be made; be it therefore enacted, That a Map or Plan describing the said Railway as the same has been agreed to be altered, authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, shall, together with a Copy of an amended Book of Reference of such Deviation, within Three Calendar Months after the passing of this Act, be deposited with each of the Clerks of the Peace of the Town and County of the Town of *Southampton*, and the Counties of *Southampton* and *Surrey*; and all Persons interested in any Manner in such Lands shall at all seasonable Times have Liberty to inspect the said Maps or Plans and Books of Reference so to be deposited, and to have Copies thereof or Extracts therefrom, at their Will and Pleasure, paying to the Clerk of the Peace in whose

Custody the Map or Plan and Book of Reference so inspected may be the Sum of One Shilling for every such Inspection, and for furnishing Copies of or Extracts from the said Book of Reference after the Rate of Sixpence for One hundred Words; and any of the said Maps or Plans and Books of Reference, or any Copy thereof or Extract therefrom, such Copy or Extract being certified to be a true Copy or Extract by the Clerk of the Peace in whose Custody the Map or Plan and Book is deposited from which such Copy or Extract may have been made, shall be good Evidence in all Courts of Law and elsewhere.

VII. Provided always, and be it further enacted, That it shall be lawful for the said Company to make the said Railway and other Works in the Line or Course and upon or through the Lands so to be delineated on the said Maps or Plans so to be deposited as aforesaid, although such Lands or any of them, or the Situation thereof respectively, or the Names thereof, or of the Owners or Occupiers thereof respectively, may happen to be omitted, mis-stated, or erroneously described in this Act or in the Schedule hereto, or in the said amended Books of Reference, if it shall appear to any Two or more of His Majesty's Justices of the Peace acting in and for the Town and County of the Town of *Southampton*, or the Counties of *Southampton* and *Surrey* respectively (as the Case may require), in case of Dispute about the same, and be certified by Writing under their Hands, that such Omission, Mis-statement, or erroneous Description proceeded from Mistake; and the Certificates of the said Justices shall be deposited with and remain in the Custody of the respective Clerks of the Peace of the said Town and County and Counties, according as the said Lands shall be situated and as the Case may require.

Unintentional Errors in the Act or Book of Reference not to prevent the Execution of the Act.

VIII. And be it further enacted, That the said Company, in making the said Railway and other Works by this Act authorized, shall have full Power and Authority to deviate from the Line to be delineated on the Maps or Plans so to be deposited with the Clerks of the Peace as herein-before mentioned: Provided always, that no such Deviation shall extend to a greater Distance than One hundred Yards from the Line so to be delineated upon the said Maps or Plans, nor shall such Deviation extend into the Lands of any Person whose Name is not mentioned in the said amended Book of Reference, without the previous Consent in Writing of such Person, unless the Name of such Person shall have been omitted by Mistake, and the Fact that such Omission proceeded from Mistake shall have been certified in manner herein-before provided for in Cases of unintentional Errors in the said amended Book of Reference.

Company empowered to deviate from Plans to an Extent not exceeding 100 Yards.

IX. And be it further enacted, That for the Purposes and subject to the Provisions and Restrictions of this Act it shall be lawful for the said Company, their Deputies, Engineers, Contractors, Servants, Agents, and Workmen, and other Persons by them authorized, and they are hereby empowered from Time to Time to enter into and upon the Lands of any Person or Corporation whatsoever, and to survey and take Levels of the same or any Part thereof, and to set

General Power to enter, survey, and take Lands, and make the Railway and Works.

out and appropriate such Parts thereof as the said Company are by this Act empowered to take or use for the Purposes of this Act, and in or upon such Lands, and in or upon any Lands adjoining thereto, to bore, dig, cut, trench, embank, and to remove or lay, and also to use, work, and manufacture, any Earth, Stone, Rubbish, Trees, Gravel, or Sand, or any other Materials or Things whatsoever which may be dug or obtained therein or therefrom, or removed thereto, or laid thereon, or otherwise in the Execution of any of the Powers of this Act, and which may be necessary or proper for making, maintaining, altering, repairing, or using the said Railway and other Works by this Act authorized, or which may obstruct the making, maintaining, altering, repairing, or using of the same respectively, according to the true Intent and Meaning of this Act; and also, for the Purposes and according to the Provisions and Restrictions of this Act, to construct or make in, upon, across, under, or over the said Railway or other Works, and in, upon, across, under, or over any Lands, Streets, Hills, Vallies, Roads, Rivers, Canals, Brooks, Streams, or other Waters whatsoever, such Inclined Planes, Tunnels, Embankments, Bridges, Arches, Piers, Roads, Ways, Passages, Conduits, Drains, Culverts, Cuttings, and Fences, and also to erect and construct such Houses, Wharfs, Warehouses, Toll Houses, Landing Places, Engines, and other Buildings, Machinery, and Apparatus, and other Works and Conveniences, as the said Company shall think proper; and also to divert or alter the Course of any Rivers, Canals, Brooks, Streams, or Water-courses during such Time as may be necessary for constructing Tunnels, Bridges, or Passages under or over the same; and also to divert or alter the Course of any Roads or Ways, or to raise or sink any Roads or Ways, in order the more conveniently to carry the same over or under the said Railway; and also from Time to Time to alter, repair, or discontinue the before-mentioned Works or any of them, and to substitute others in their Stead, and to do and execute all other Matters and Things necessary for making, maintaining, altering, or repairing and using the said Railway and other Works by this Act authorized, they the said Company, their Deputies, Contractors, Agents, Servants, and Workmen, doing as little Damage as may be in the Execution of the several Powers to them hereby granted, and the said Company making Satisfaction in manner hereinafter mentioned to all Persons and Corporations interested in any Lands which shall be taken, used, or injured, for all Damages to be by them sustained in or by the Execution of all or any of the Powers hereby granted; and this Act shall be sufficient to indemnify the said Company and all Persons whomsoever for what they or any of them shall do by virtue of the Powers hereby granted, subject nevertheless to such Provisions and Restrictions as are herein-after mentioned and contained.

Houses and Gardens not to be taken without Consent, except such as are specified in the Schedule.

X. Provided always, and be it further enacted, That nothing herein contained shall authorize the said Company or any other Person to take, injure, or damage, for the Purposes of this Act, any House or other Building which was erected on or before the First Day of *December* last, or any Land then set apart and used as and for a Garden, Orchard, Yard, Park, Paddock, Plantation, planted Walk, or Avenue to a House, or any inclosed Ground planted as an Ornament or Shelter

Shelter to a Dwelling House, or planted and set apart as a Nursery for Trees, other than and except such as are specified in the Schedule to this Act annexed, without the previous Consent in Writing of the Owner or Occupier thereof, or of such other Person interested therein respectively whose Consent is herein-after required in respect to Property to be sold to the said Company.

XI. And be it further enacted, That the Lands to be taken or used for the Line of the said Railway shall not exceed Twenty-two Yards in Breadth, except in those Places upon the Line of such Railway where a greater Breadth shall be judged necessary for Approaches to the said Railway, or for Carriages to wait, load or unload, and to turn or pass each other, or for Embankments for crossing Vallies or low Grounds, or for Cuttings through high Grounds, or for the Erection and Establishment of any fixed or permanent Machinery, Toll House, Warehouses, Wharf, or other Erection and Buildings, and not in any Place exceeding Two hundred Yards on each Side of the Line of Railway, except at or near the Commencement of the Line of the said Railway in the said Parish of *Battersea*, and at or near the Termination of the said Railway in the said Parish of *Saint Mary* in the said Town and County of the Town of *Southampton* respectively, and except also on Commons, Downs, or Waste Lands, unless with the previous Consent in Writing of the Owners or Occupiers of any Lands which the said Company shall be desirous of appropriating to the obtaining greater Space for the Purposes herein-before mentioned.

Breadth of
Land to be
taken for
Railway.

XII. And be it further enacted, That the said Company shall not be allowed to take for any of the Purposes of this Act the Garden of *Thomas Ponton*, in the Occupation of the Reverend *John Grenside Weddell*, situate in the Parish of *Battersea* in the County of *Surrey*, and numbered 22 in the Plan to be deposited in the Office of the Clerks of the Peace as herein-before mentioned, without the Consent in Writing of the said *John Grenside Weddell*, his Executors, Administrators, or Assigns, first had and obtained; nor the Land of *Earl Spencer*, occupied by *Henry Wilkins*, situate in the Parish of *Battersea* in the County of *Surrey*, and numbered 139 in the said Plan, without the Consent in Writing of the said *Earl Spencer*, his Heirs or Assigns, and of the said *Henry Wilkins*, his Executors, Administrators, or Assigns, first had and obtained; nor the Land of the said *Earl Spencer*, occupied by *William Wilson*, situate in the Parish of *Wandsworth* in the County of *Surrey*, and numbered 2 in the said Plan, without the Consent in Writing of the said *Earl Spencer*, his Heirs or Assigns, and of the said *William Wilson*, his Executors, Administrators, or Assigns, first had and obtained; nor the Lands of *William Nottidge*, situate in the Parish of *Wandsworth* in the said County of *Surrey*, and numbered 7, 9, and 11 in the said Plan, without the Consent in Writing of the said *William Nottidge*, his Heirs or Assigns, first had and obtained; nor the Cottages and Garden of *Charles Christopher Pepys*, occupied by *Edward Giles* and *George Heath*, situate in the Parish of *Wimbledon* in the said County of *Surrey*, and numbered 51 in the said Plan, without the Consent in Writing of the said *Charles Christopher Pepys*, his Heirs or Assigns, first had and obtained; nor the Land of *John William Spicer* Esquire, situate

Certain
Lands not to
be taken
without
Consent.

situate in the Parish of *Esher* in the said County of *Surrey*, and numbered 16 in the said Plan, without the Consent in Writing of the said *John William Spicer*, his Heirs or Assigns, first had and obtained; nor the Land of *Abel Jenkins* and *Charles Thelwell Abbott*, situate in the Parish of *Walton-upon-Thames* in the said County of *Surrey*, and numbered 29 in the said Plan, without the Consent in Writing of the said *Abel Jenkins* and *Charles Thelwell Abbott*, their Heirs or Assigns, first had and obtained; nor the Land of *Sir Richard Frederick* Baronet, situate in the said Parish of *Walton-upon-Thames*, and numbered 65 in the said Plan, without the Consent in Writing of the said *Sir Richard Frederick*, his Heirs or Assigns, first had and obtained; nor the Lands of *Samuel Wall* Esquire, situate in the Parish of *King's Worthy* in the County of *Southampton*, and numbered 5 in the said Plan, without the Consent in Writing of the said *Samuel Wall*, his Heirs or Assigns, first had and obtained.

As to Lands
on Lease to
Wm. Leake
Esq.

XIII. Provided always, and be it further enacted, That as respects the Lands and Premises now on Lease to and in the Occupation of *William Leake* Esquire, situate in the Parish of *Wimbledon* in the County of *Surrey*, nothing in this Act contained shall, during the Continuance of his Estate and Interest therein, extend or be construed or deemed to extend to authorize, permit, or empower the said Company, their Agents, Servants, or Workmen, or any other Persons, for any of the Purposes of this Act, without the special Consent or Permission in Writing of the said *William Leake*, his Executors, Administrators, or Assigns, in that Behalf first had and obtained, to enter upon or take or use, either permanently or temporarily, the same Lands and Premises, or any Part or Parts thereof, with the Exception only of the Two lower Fields or Closes of Land next to and immediately adjoining and abutting upon the Road leading from *Merton* to *Kingston*, and which are numbered 46^a and 48 on the Plan to be deposited as herein-before is mentioned; and also that it shall not be lawful for the said Company, their Agents, Servants, or Workmen, to make or raise any Embankment, Mound, or other Erection or Obstruction upon any Part or Parts of the said Two several Fields or Closes of Land, during such Continuance of the said *William Leake's* Estate and Interest therein, which shall exceed the Height of Fifty-two Feet above the *Trinity* High-water Mark of *London* at the utmost and greatest Elevation, nor to erect, make, establish, or use any Station or Toll House, Warehouse, Engine, or other Erection or Building, or any Lime or Brick Kiln, or any Manufactory of Lime or Bricks, in or upon the said Two Fields or Closes of Land, or any Part thereof.

Company to
preserve a
Supply of
Water to
certain Own-
ers of Land
in Battersea
and Wands-
worth.

XIV. And whereas the Line of the said Railway will pass over or through a certain Hill in the Parish of *Battersea* aforesaid called or known by the Name of *Saint John's Hill*, and from thence over or across certain Commons and Lands in the Parish of *Battersea* aforesaid numbered 137 in the said Map or Plan to be deposited with the Clerk of the Peace for the said County of *Surrey* as aforesaid, and certain Commons and Lands in the Parish of *Wandsworth* aforesaid numbered 1 in the said Map or Plan, and a considerable Cut or Excavation is intended to be made in order that the said Railway may

pass over or through the said Hill, Commons, and Lands: And whereas the several Persons named in the Second Schedule annexed to this Act are the Owners or Occupiers of Property situate on or about the said Hill, Commons, and Lands, and are now plentifully supplied with Water by means of Wells and Ponds sunk upon or near their respective Premises, and of a certain Pond in the said Parish of *Wandsworth* numbered 3 in the said Map or Plan, and Two other Ponds situate Northward of the said Pond Number 3, and contiguous thereto, and lying between that Pond and the Road leading from *Clapham* to *Wandsworth*; and it is apprehended that the said proposed Cut or Excavation will cut off or tap the Springs which now supply the said Wells and Ponds, and lessen or diminish the Supply of Water therefrom now enjoyed by the said several Owners and Occupiers, or deteriorate the Quality thereof; be it therefore enacted, That before the said Company shall proceed to cut upon or through any Part of the said *Saint John's Hill*, Commons and Lands last aforesaid, lying between the South Side of the Turnpike Road leading from *London* to *Wandsworth* and the East Side of the *Surrey* Iron Railway in the said Parish of *Wandsworth*, the said Company shall, at their own Expence, and to the Satisfaction of Mr. *William Cubitt* (Civil Engineer), or other the Engineer to be appointed by the said several Parties named in the said Second Schedule hereto, or their Successors, Owners, Lessees, or Occupiers of the respective Hereditaments therein described, or some Part thereof, or by the Majority of them, and of an Engineer to be appointed by the said Company, or to the Satisfaction of a Third Engineer to be appointed as Umpire by the said Two Engineers in case they cannot agree, secure to the said several Owners and Occupiers, or other the Persons for the Time being residing in or tenanted the Houses and Premises now held or occupied by them, each and every of them, in the said Parishes of *Battersea* or *Wandsworth* aforesaid, (due Regard being had to the Comfort and Convenience of the said several Parties named in the said Second Schedule hereto, and their Successors, in the Course to be pursued to secure such Supply,) the constant Use and Enjoyment of a Supply of Spring Water equal in Quality and Quantity to their present Supply, the same having been estimated to amount to about Twelve thousand Gallons daily, and shall well and effectually puddle so as to render water-tight the Whole, or such Part as may be necessary, in consequence of the said intended Cut or Excavation, of the Sides and Bottom of the said Pond numbered 3 in the said Map or Plan, at least Three Feet thick throughout, and which Puddles shall not be placed on the Sides of the Slopes, but be constructed perpendicularly in the Centre of the Banks, and the outside Slopes of the Banks of which Pond numbered 3 as aforesaid shall be as Two Feet horizontal to One Foot perpendicular, and shall from Time to Time make such Alterations therein or Additions thereto, by further puddling the same Pond, or otherwise, as may be necessary to prevent the Escape of Water therefrom in consequence of the said intended Cut or Excavation; and further, that the said Company shall from Time to Time for ever thereafter keep up and maintain a Supply of Water in the said Pond Number 3 in the said Map or Plan, and the said Two other before-mentioned Ponds contiguous thereto, equal in

Quantity and Quality to their present Supply as aforesaid; and also that the said Company shall, Seven Days at least previous to commencing any of their Cuttings or Works between the South Side of the said Turnpike Road leading from *London* to *Wandsworth* and the East Side of the said *Surrey* Iron Railway, invest the Sum of Six thousand Pounds of lawful Money of *Great Britain* in the Purchase of Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of the Secretary of the said Company, the Rector of *Battersea*, and the Vicar of *Wandsworth*, for the Time being, as Trustees, which Monies shall from Time to Time and at all Times thereafter be under and subject to the Order of the said Trustees or any Two of them for the Purposes and according to the Trusts hereby declared respecting the same, and for all and every of the Purposes aforesaid; that the said Company shall, at their own Expence, cause all such Reservoirs, Pumps, Engines, Tanks, Pipes, and other Works to be erected and made as, in the Opinion of the said Engineers or their Umpire to be respectively appointed, may be necessary or proper for raising and distributing, for the Use and Benefit of such Owners and Occupiers, a Supply of Spring Water equal in Quality and Quantity as aforesaid, and for the Purpose of filling the aforesaid Pond Number 3, and the said Two other Ponds contiguous thereto as aforesaid; and that the said Company shall from Time to Time, at their own Expence and to such Satisfaction as aforesaid, keep all such Reservoirs, Pumps, Engines, Tanks, Pipes, and other Works to be erected and made as aforesaid, in good Repair and Condition; and that the Dividends of the said Sum of Three Pounds *per Centum* Consolidated Bank Annuities so to be purchased in the Names of the said Trustees as aforesaid shall from Time to Time be accumulated in their Names in like Bank Annuities until the Sum so purchased and the Accumulations shall amount to the Sum of Eight thousand Pounds, like Bank Annuities; and the same shall when requisite be transferred, so that it may always stand in the Books of the Governor and Company of the Bank of *England* in the Names of the Secretary of the said Company, the Rector of *Battersea*, and the Vicar of *Wandsworth*, for the Time being, as such Trustees as aforesaid; and that if Default shall be made by the said Company in erecting, forming, or altering any of the Works hereby provided to be made or set up, or in making any such Repairs as aforesaid, after Seven Days Notice given to the said Company by the said Engineer for the Time being of the Persons named in the said Second Schedule hereto, or their Successors, to be appointed in manner aforesaid, it shall be lawful for the said Trustees or any Two of them to cause such Works to be erected, formed, or altered, or such Repairs to be made, and to sell any Portion of the said Bank Annuities, though the same shall not then amount to the Sum of Eight thousand Pounds, and apply the Proceeds thereof and the Dividends of the said Bank Annuities in Payment of the Costs and Expences of such Works and Repairs, or any Costs, Charges, and Expences which may be incurred in respect of the same, or in consequence of the said Company neglecting to set up or form such Works, or to effect such Repairs when required, or neglecting to replace the Sum and Sums so sold out as after mentioned, and in Payment of other the Costs and Expences herein-after mentioned; and the said

Company shall from Time to Time, within Ten Days after any Part of the said Bank Annuities shall have been so sold for any such Purpose, replace the Sum so sold; and that at the End of Seven Years from the Erection of the said Works such Part of the said Bank Annuities the Interest of which shall not be required for keeping the said Works in repair, and maintaining such Ponds and supplying the same with Water as aforesaid (but to such Amount only that the Sum to be left standing in the Names of the said Trustees shall not be less than Four thousand Pounds Bank Annuities), shall be transferred by the said Trustees to the said Company, or such Persons as the said Company shall appoint, for their absolute Benefit, and so from Time to Time thereafter whenever the said Fund shall amount to Eight thousand Pounds Bank Annuities aforesaid, or upwards; and that at the End of Twenty Years from the Erection of the said Works, if the aforesaid Trusts shall be fully executed, and no further Expence likely to arise, the said Trustees shall be and they are hereby authorized and empowered, if they think fit, but not otherwise, to transfer the whole of the said Bank Annuities to the said Company, or to such Persons as the said Company shall appoint, for their absolute Benefit: Provided always, and it is hereby further declared, that so much of the said Trust Funds as shall from Time to Time be required shall be applied in Payment and Satisfaction of the Costs, Charges, and Expences of the Trustees thereof for the Time being, or any Two of them, and of their Solicitors or Attornies, Engineers, and the Umpire of the said Engineers as aforesaid, in carrying into effect the Provisions hereby made for supplying the said Owners and Occupiers with Water in manner aforesaid.

XV. Provided always, and be it further enacted, That nothing in this Act contained shall authorize the said Company of Proprietors to supply with Water the Inhabitants of any Parish or Place now or hereafter to be supplied with Water by the Company of Proprietors of *Lambeth Waterworks*, under a Penalty of Five Pounds for every House supplied, to be recovered by any Person or Persons in any Manner prescribed by this Act for the Recovery of Penalties, other than and except the several Persons named in the said Second Schedule to this Act annexed, and their respective Successors.

Company not to supply with Water any Place supplied by the *Lambeth Waterworks Company*.

XVI. And be it further enacted, That if the making of the said Railway, or the Drains and other Works necessary therto, shall in any Manner diminish or affect the Supply of Water at present enjoyed by *Sir Henry Fletcher* Baronet as the Owner and Occupier of the Mansion House and Estate called *Ashley Park*, in the Parish of *Walton-upon-Thames*, then and in such Case the said Company shall, within Three Months after Notice in Writing to that Effect, either by sinking the necessary Wells, or by other sufficient Means, restore to the said *Sir Henry Fletcher*, his Heirs or Assigns, such a Supply of Water as shall be equal to that now possessed at his said Mansion House and Estate.

Saving of Rights of *Sir Henry Fletcher*.

XVII. And be it further enacted, That the said Company shall not be allowed to take, for the Purpose of building Stations or otherwise in the Execution of this Act, any more of the Lands of *Thomas Ponton*

Not more than 4 Acres of the Lands of *T. Ponton Esquire* to

be taken
without Con-
sent.

Ponton Esquire, situate at *Nine Elms* in the Parish of *Battersea* in the County of *Surrey* (in addition to the Land required for the Line of the Railway), than Four Statute Acres, without the Consent in Writing of the said *Thomas Ponton*, his Heirs or Assigns, first had and obtained, and which said Four Statute Acres shall consist of the Allotment which is laid down and delineated in the said Map or Plan authenticated by the Signature of the Right Honourable the Speaker of the House of Commons, as herein mentioned, and is comprised within certain Lines marked Red on the said Plan.

Bridge over
the *Surrey*
Iron Rail-
way.

XVIII. And be it further enacted, That the Bridge for carrying the said Railway across the Railway belonging to the *Surrey* Iron Railway Company shall be made of a Span not less than Twenty-two Feet, and that the Crown of the Arch of such Bridge shall not be at a less Height than Fifteen Feet Six Inches, and Fourteen Feet Height from the outer Rails of the said *Surrey* Iron Railway; and that the said *London* and *Southampton* Railway Company shall save harmless and keep indemnified the said *Surrey* Iron Railway Company, their Successors and Assigns, from any Loss or Damage occasioned by the building the said Bridge, or the repairing and keeping in repair thereof.

Dimensions
of Bridge
over the
River *Wey*
Navigation.

XIX. And be it further enacted, That the Bridge for carrying the said Railway across the River *Wey* Navigation shall include within One Arch the whole of the said River *Wey* Navigation, with the Towing Path thereunto belonging, such Arch to be of sufficient Dimensions to admit of the Passage under it, in the deepest Part of the Channel, of a Barge the Lading of which measures Seven Feet and One Inch in Height above the Surface of the Water, and Thirteen Feet wide at the highest Part of such Lading, and also to admit of the Passage upon the Towing Path under the said Arch of the Horses used for towing Barges.

Regulation
as to Railway
passing under
the *Basing-*
stoke Canal.

XX. And whereas it is intended that the said Railway shall be carried and pass under the *Basingstoke* Canal in the Parish of *Ash* in the County of *Surrey*; be it further enacted, That the said Railway Company shall not by means of their said Works diminish the Depth of the said Canal to less than Four Feet Six Inches below the Top-water Level thereof, nor in any way diminish the Breadth of the Towing Path and off-side Bank of the said Canal, nor render the said Canal at the Place aforesaid or in any other Place leaky; and that if the said *Basingstoke* Canal shall, during the Execution of the said Railway Works or at any Time thereafter, be thereby obstructed or impeded by any Act, Deed, Work, or Neglect of the said Railway Company, so as that the Barges, Boats, and Horses navigating the same shall not be able to pass along or shall be impeded in the Passage along the same, then in any or either of the said Cases the said Railway Company shall pay to the Company of Proprietors of the *Basingstoke* Canal the Sum of Twenty-four Pounds for every Twenty-four Hours during which such Obstruction shall continue on the said *Basingstoke* Canal as or by way of ascertained Damages, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, on Demand made of the Secretary of the

the said Railway Company, the said *Basingstoke* Canal Company may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Railway and Works under or adjoining to the said *Basingstoke* Canal shall not be kept in good and substantial Repair, so as to prevent all Damage to the said Canal or its Works, it shall be lawful for the said *Basingstoke* Canal Company after Five Days Notice to do the needful Repairs to the same, and to recover the Amount of all Expences thereof from the said Railway Company in manner lastly herein-before mentioned.

XXI. And whereas the Works of the said Railway will intersect certain Ponds or Reservoirs numbered 13, 14, 16, and 17 in the Plan of the said Railway to be lodged with the Clerk of the Peace, situate in the Parish of *Pirbright* in the County of *Surrey*, and intercept the Waters thereof; be it therefore enacted, That the said Railway Company shall and they are hereby required to reconstruct Ponds or Reservoirs upon or as near to the Situations of the before-mentioned Ponds or Reservoirs as may be practicable, and so as to receive and contain the full Quantity of Water which they usually receive and contain, and also shall and they are hereby required for ever after to maintain at their own Expence the Works of the said Ponds or Reservoirs, and to pay to the *Basingstoke* Canal Company the Sum of Twenty-five Pounds *per Annum* as or by way of ascertained Damages; and in default of Payment of the said Sum, on Demand made of the Secretary of the said Railway Company, the said *Basingstoke* Canal Company may sue for and recover the same, together with all Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*; and in case the said Ponds or Reservoirs shall not be so reconstructed as aforesaid, and their Works kept in good and substantial Repair from Time to Time and at all Times thereafter, by the said Railway Company, it shall be lawful for the said *Basingstoke* Canal Company after Thirty Days Notice to reconstruct and from Time to Time to repair the same, and to recover the Amount of all the Expences thereof from the said Railway Company by Action of Debt or on the Case, with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster*.

Ponds intersected at *Pirbright* to be reconstructed.

XXII. And be it further enacted, That the Bridges for carrying the said Railway across the River *Itchen* Navigation, at each Place where the said Navigation shall be crossed by the said Railway, shall include within One Arch the whole of the said River *Itchen* Navigation, with the Towing Path thereunto belonging, and each such Arch shall be of sufficient Dimensions to admit of the Passage thereunder, in the deepest Part of the Channel, of a Barge the Lading of which measures Seven Feet and One Inch in Height above the Surface of the Water, and Thirteen Feet in Width at the highest Part of such Lading, and also to admit of the Passage upon the Towing Path under each such Arch of the Horses used for towing Barges in the said Navigation.

Dimensions of Bridges over the *Itchen* Navigation.

As to obstructing the Itchen Navigation.

XXIII. And be it further enacted, That if the said River *Itchen* Navigation shall at any Time during the Execution of the said Railway Works, or at any Time thereafter, be thereby obstructed or impeded by any Act, Deed, Work, or Neglect of the said Railway Company, so as that the Barges, Boats, and Horses navigating the same shall not be able to pass along or shall be impeded in the Passage along the same, then in any or either of the said Cases the said Railway Company shall pay to the Proprietor of the River *Itchen* Navigation, the Sum of Six Pounds for every Twenty-four Hours during which such Obstruction shall continue on the said River *Itchen* Navigation as or by way of ascertained Damages, and so in proportion for any less Time than Twenty-four Hours; and in default of Payment of the said Sum, on Demand made of the Secretary of the said Railway Company, the Proprietor of the River *Itchen* Navigation may sue for and recover the same, together with full Costs of Suit, against the said Railway Company, by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Compulsory Power of taking Land not to be put in force before all the Capital is subscribed for.

XXIV. And whereas the probable Expence of making the Railway and other Works hereby authorized will amount to the Sum of One million Pounds Sterling, Four Fifth Parts whereof have already been subscribed for by several Persons under a Contract binding themselves, their Heirs, Executors, Administrators, and Assigns, for the Payment of the several Sums by them respectively subscribed; be it therefore enacted, That the whole of the said Sum of One million Pounds shall be subscribed for in like Manner before any of the Powers given by this Act in relation to the compulsory taking of Land for the Purposes of the said Railway shall be put in force.

Proof of Subscription of Capital.

XXV. Provided always, and be it further enacted, That a Certificate under the Hand and Seal of any Justice of the Peace for the Town and County of the Town of *Southampton*, or for either of the Counties of *Southampton* or *Surrey*, that the whole of the said Sum of One million Pounds hath been subscribed for as aforesaid, and which Certificate such Justice is hereby authorized and required to grant upon Application made to him by the said Company, and on Production of the Subscription Deed of or relating to said Company, shall for all Purposes whatsoever be conclusive Evidence that the whole of the said Sum of One million Pounds has been subscribed for.

Where small Parcels of Land are intersected, Company compellable to purchase the whole.

XXVI. Provided also, and be it further enacted, That if in the Execution of any of the Powers of this Act any Land shall be cut through and divided, so that what shall be left thereof on both Sides or on either Side of the said Railway shall be less than One Acre in Quantity, and if the Owner of any such Land shall not have any other Land adjoining to that which shall be so left, then and in every such Case, if such Owner shall so require, but not otherwise, the said Company shall also purchase the Land so left on both or either of the Sides of the said Railway being less than One Acre in Quantity as aforesaid, the Value thereof to be ascertained in the same Manner as is directed concerning any Land to be taken or used for the Purposes of this Act; or in case such Owner as aforesaid shall have any

other Land adjoining to that which shall be so left, he may require the said Company, at the Expence of such Company, to throw the same into the adjoining Land of such Owner by removing the Fences and levelling the Sites thereof, and soiling the same in a sufficient and workmanlike Manner: Provided always, that if in respect of any Land which shall be so left being less than One Acre in Quantity, and the Owner whereof shall not have any Land adjoining on the same Side of the said Railway, the said Company shall be called upon to make any Bridge or Culvert for the Purpose of making a Communication therewith, it shall be lawful for the said Company and they are hereby empowered to take and purchase such Piece of Land being less than One Acre in Quantity, the Price whereof shall be ascertained in the same Manner as is directed concerning any Land or Ground to be taken and used for the Purposes of this Act.

XXVII. And be it further enacted, That after any Lands intended to be taken or used for the Purposes of this Act shall have been set out and ascertained it shall be lawful for all Corporations, Tenants for Life, in Tail, or for any other partial or qualified Estate or Interest, Husbands, Guardians, Trustees, and Feoffees in Trust for charitable or other Purposes, Executors, Administrators, Committees, and all Trustees and Persons whomsoever, not only for and on behalf of themselves, their Heirs and Successors, but also for and on behalf of all Persons entitled in Reversion, Remainder, or Expectancy after them if incapacitated, and for and on behalf of their Wives, Wards, Lunatics, and Idiots respectively, and for and on behalf of their Cestuique Trusts, whether Infants, Issue unborn, Lunatics, Idiots, Femes Covert, or other Persons, and to and for all Femes Covert seised, possessed of, or interested in their own Right, or entitled to Dower or other Interest, and for all other Persons whomsoever, who are or shall be seised or possessed of or interested in any such Lands, to contract for, sell, and convey the same or any Part thereof unto the said Company; and all such Contracts, Sales, and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely)

Corporations, Trustees, and Persons having a limited Interest, or under Disability, empowered to sell and convey Lands.

‘ I of, &c. in consideration of the Sum of
 ‘ to me [or, as the Case may be] into the Bank of England in the
 ‘ Name and with the Privity of the Accountant General of the Court
 ‘ of Exchequer *ex parte* “The London and Southampton Railway Com-
 ‘ pany,” [or to A. B. of and C. D. of
 ‘ Trustees appointed to receive the same,] pursuant to the Act after
 ‘ mentioned, paid by the London and Southampton Railway [or said]
 ‘ Company, established and incorporated by an Act of Parliament
 ‘ passed in the Fourth Year of the Reign of His Majesty King Wil-
 ‘ liam the Fourth, intituled [here insert the Title of this Act], do
 ‘ hereby convey [or, in Cases of Copyhold or Customary Lands requiring
 ‘ Surrender, do hereby agree to surrender,] to the said Company,
 ‘ their Successors and Assigns, all [describing the Premises to be con-
 ‘ veyed], together with all Ways, Rights, and Appurtenances thereto
 ‘ belonging, and all such Estate, Right, Title, and Interest in and to
 ‘ the same and every Part thereof as I am or shall become seised of or
 ‘ entitled

Form of Conveyance to the Company

in case of Dispute as to the Value thereof; and in all Cases where the Lord of any Manor whereof any Copyhold or Customary Lands purchased by the said Company for the Purposes of this Act shall be Parcel shall not have contracted to enfranchise the same, and shall in consequence thereof have received from the same Company a Recompence or Satisfaction in respect of the Fines, Heriots, and other Services being lost or diminished by the vesting and continuing of such Copyhold or Customary Lands in a Corporation, then and in every such Case, if the same Lands or any Part thereof shall not be ultimately required for the Purposes of this Act, and shall be sold and disposed of by the said Company under the Authority to them by this Act given for that Purpose, the Copyhold or Customary Lands which shall be so sold and disposed of by the said Company shall remain in the Hands of the Purchaser thereof, and for ever thereafter continue free and discharged from the Fines, Heriots, and other Services in respect whereof such Recompence and Satisfaction shall have been made as aforesaid.

XXIX. And be it further enacted, That it shall be lawful for the Lord for the Time being of any Manor whereof any Copyhold or Customary Lands required for the Purposes of this Act are holden or Parcel, whether a natural Person or a Corporation, and whether seised in his own Right or as a Trustee, and whether seised in Tail or for Life or other limited Estate, and in case of a Lady, whether married or sole, and in case of an Infant, Lunatic, Idiot, or other incapacitated Person being Lord of such Manor, then for his Guardian, Committee, or Trustee, to contract, and the several Corporations and Persons aforesaid are hereby empowered to contract, for the Enfranchisement of and to enfranchise such Copyhold or Customary Lands by such or the like Form of Conveyance as by this Act is directed or authorized to be used in case of the Conveyance of Lands; and in case such Lord or other Corporation or Person hereby capacitated to enfranchise such Lands shall require the same, it shall be compulsory on the said Company to purchase the Enfranchisement of such Lands; and the Price to be paid by the said Company for the Purchase of the Enfranchisement of any such Lands shall, in case the Parties differ about the same, be ascertained and settled by the Verdict of a Jury, if required, in like Manner as the Price of any Lands to be taken in pursuance of this Act is directed to be settled in case of Dispute as to the Value thereof.

Lords of
Manors em-
powered to
enfranchise.

XXX. And be it further enacted, That where a Part only of any Copyhold or Customary Land shall be taken for the Purposes of this Act, the Apportionment of the certain Copyhold or Customary Rents issuing out of such Copyhold or Customary Lands may be settled by Agreement between the Parties; and if not so settled, the same shall then be assessed and determined by the Sheriff or Under Sheriff of the County within which the Lands from whence such Rents shall issue shall be situate; Provided always, that when such Apportionment shall be settled by Agreement between the Parties, such Agreement shall be made with and shall not be valid without the Consent and Approbation of the Lord (including any Lord capacitated as aforesaid) of the Manor whereof the same Copyhold or Customary Lands are held

Regulation
for Appor-
tionment of
the Rents of
Copyholds of
which a Part
only is taken.

and Parcel ; and the Apportionment of such Copyhold or Customary Rents as aforesaid shall not in any Manner invalidate, prejudice, or destroy the Custom or Customs in other respects by or under which the Copyhold or Customary Lands not taken for the Purposes of this Act shall be held, or the Remedy or Remedies for the Recovery of the Rent for the same after the Apportionment thereof.

Conveyance
of Waste or
Common
Lands and
Lands sub-
ject to a
Right of
Common.

Application
of the Pur-
chase Money.

XXXI. And be it further enacted, That in all Cases in which in the Execution of the Powers of this Act there shall be Occasion to take or use any Common or Waste Land or other Lands which shall be charged with or be subject or liable to the Exercise of any Right or Privilege of Common thereupon, of what Nature or Kind soever, the Conveyance of such Common or Waste Land or other Lands as aforesaid by any Corporation or other Person having such Estate or Interest in the Manor wherein such Common or Waste Land shall be situate (or if the same shall not be Waste of any Manor, then having such Estate or Interest in the Soil of the said Lands as the Corporation and Persons who are by this Act enabled to sell other Lands have in such Lands, and which Conveyance may be of the like Form as by this Act is directed to be used in the Case of Conveyances of other Lands;) shall be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands as fully and effectually as if every Person having Right of Common upon such Common or Waste Land or other Lands were seised thereof in Fee Simple in Possession, and had joined in and executed such Conveyance; and the Compensation to be paid for the Extinguishment of any Right of Common upon any such Common or Waste Land as aforesaid (and which shall be determined by a Jury, in case the Parties differ about the same, in like Manner as by this Act is directed in other Cases of the like Nature,) shall be paid by the said Company to the Churchwardens for the Time being of the Parish wherein such Common or Waste Land shall be situate, and shall be by such Churchwardens received and applied for such general or public Purposes within the said Parish as a Vestry thereof, to be convened by such Churchwardens for that Purpose, shall direct; and in all Cases in which any such commonable or other Rights shall extend over and be exercised and enjoyed out of or upon any other Lands than such Common or Waste Land, the Compensation for the Relinquishment thereof shall be paid to the Person having such Estate or Interest as aforesaid in the said commonable or other Rights, or in any Lands whereunto the same shall be appendant or appurtenant, or otherwise, as the Case may require, shall be deposited in the Bank of *England* in manner by this Act directed in Cases of other Lands taken by the said Company; provided that in all Cases in which any such Manor or any Lands required for the Purposes of this Act is or are vested in any Freeholders or Inhabitants at large, or in any greater Number of Persons than Four, or where it is not known to what Lord such Manor belongs, or in what Manor such Common or Waste Lands are situate, the Conveyance by Four at least of the Freeholders or Inhabitants whose Lands (whether vested absolutely in them or for such Estate as would capacitate them to convey such Lands if wanted for the

Purposes of this Act) entitle such Freeholders or Inhabitants to Common Right on or over such Common or Waste Land or other Lands, shall also in like Manner be a good and sufficient Conveyance to the said Company for the Purpose of vesting in them the Fee Simple and Inheritance of such Common or Waste Land or other Lands.

XXXII. And be it further enacted, That it shall be lawful for any Person who shall be seised in Fee or in Tail, or entitled to dispose of absolutely, any Lands authorized to be purchased for the Purposes of this Act, and who shall be willing to sell the same Lands for a perpetual annual Rent-charge in lieu of a Sum in gross, to sell and convey the same Lands or any Part thereof unto the said Company for and in consideration of an annual Rent-charge payable by the said Company, their Successors and Assigns, to the Person so selling and conveying, and to his Heirs and Assigns; and all such Sales and Conveyances shall be made at the Expence of the said Company, and shall be made according to the following Form, or as near thereto as the Number of the Parties and the Circumstances of the Case will admit; (namely,)

Power to purchase Lands on Chief Rents.

I of in consideration of the
 Rent-charge to be paid to me, my Heirs and Assigns, as herein-
 after mentioned, by The *London and Southampton* Railway Com-
 pany established and incorporated by an Act of Parliament passed
 in the Fourth Year of the Reign of His Majesty King *William*
 the Fourth, intituled [*here insert the Title of this Act*], do hereby
 convey to the said Company, their Successors and Assigns, all
 [*describing the Premises to be conveyed*], together with all Ways,
 Rights, and Appurtenances thereto belonging, and all such Estate,
 Right, Title, and Interest in and to the same and every Part
 thereof of or to which I am or shall become seised or entitled, to
 hold the said Premises to the said Company, their Successors and
 Assigns for ever, according to the true Intent and Meaning of the
 said Act, they the said Company, their Successors and Assigns,
 yielding and paying unto me, my Heirs and Assigns, one clear
 yearly Rent of by equal [*quarterly or half-*
yearly, as may be agreed upon,] Portions henceforth on the [*stating*
the Days], clear of all Taxes and Deductions. In witness whereof
 I have hereunto set my Hand and Seal this Day of
 in the Year of our Lord

Form of Conveyance of Lands on Chief Rents.

And all such Conveyances as aforesaid shall be valid and effectual to all Intents and Purposes, and shall operate to merge all Terms of Years attendant by express Declaration or by Construction of Law on the Estate or Interest so thereby conveyed.

XXXIII. And be it further enacted, That all such yearly Rents as shall be agreed on between the said Company and the Parties interested in such Lands as aforesaid shall be charged on the Rates arising by virtue of this Act, and shall be paid by the said Company as the same shall become due and payable; and in case the same shall not be paid within Twenty-one Days next after the same shall so become due and payable, it shall be lawful for the Person to whom such yearly Rents shall be due and owing as aforesaid to

Yearly Rents to be charged on the Rates;

Manner of Recovery if in arrear.

sue

sue for and recover the same from the said Company, with Costs of Suit, by Action of Debt in any of His Majesty's Courts of Record, or otherwise to seize and distrain any Engines, Carriages, or other Goods or Effects of the said Company which shall be found upon the said Railway, or in or upon the Wharfs, Quays, Warehouses, or other Works thereto belonging (Information of such Distress being immediately given to the said Company by Notice in Writing), and to detain the same until Payment of such yearly Rents then due and owing, together with the reasonable Charges attending such Distress; and if such Distress shall not be redeemed within Five Days next after making the same, and Notice thereof given in Writing as aforesaid, then such Engines, Carriages, or other Goods or Effects so distrained shall and may be sold or disposed of in such Manner as the Law directs in case of a Distress for Rent.

Power to purchase the Release of Rents affecting Lands taken.

XXXIV. And be it further enacted, That where any Lands which shall be purchased by the said Company for the Purposes of this Act shall be subject, solely or jointly with other Lands not so purchased, to or charged with any Rent-service, Rent-charge, or Chief Rent, or other Rent, or other Payment or Incumbrance, it shall be lawful for the said Company to agree for the Release of such Lands so to be purchased from such Rent, Payment, or Incumbrance, and also (where necessary) for an Apportionment of such Rent, Payment, or Incumbrance, for such Consideration in Money as shall be agreed upon between the said Company and the Party who, under the Provisions of this Act, shall agree to sell or apportion the same (and which Agreement may be entered into by all Corporations and other Persons by this Act authorized and empowered to sell or convey Lands); and in case any Difference shall arise respecting the Value of such Rent, Payment, or Incumbrance, or the Apportionment thereof, or the Money or Equivalent offered for the same, then the Value and the Apportionment of the same shall be determined and decided by a Jury (if required) in like Manner as the Price of Lands is by this Act directed to be settled in case of Dispute as to the Value thereof, which Jury shall assess and determine the Value of the Rent, Payment, or Incumbrance affecting the Lands intended to be purchased, and shall also, where necessary, apportion such Rent, Payment, or Incumbrance according to the respective Values of the Lands so to be purchased and of the Lands not so purchased out of or from which such Rent, Payment, or Incumbrance shall be jointly issuing; and all Contracts, Conveyances, and Assurances which shall be made by and between the said Company and any such Persons as aforesaid respecting such Release (and which may be of the like Form as by this Act is directed or authorized to be used in the Case of Conveyances of Lands) shall be valid and effectual in the Law, and shall extinguish the Whole or a proportionate Part of such Rent, Payment, or Incumbrance, as the Case may be, and shall be within the Powers and Regulations of this Act: Provided always, that when the said Lands so to be purchased shall be released from any Rent, Payment, or Incumbrance affecting the same, jointly with other Lands not purchased by the said Company, such last-mentioned Lands shall be charged only with the Remainder of such Rent, Payment, or Incumbrance, and such Apportionment shall not prejudice the Remedies for such Remainder, but the same shall at all Times thereafter remain

remain as effectual as if the Lands not so purchased had been originally charged with that Amount only: Provided also, that when a Part only of any Rent, Payment, or Incumbrance shall be released, it shall be lawful for the said Company, on Tender for that Purpose of any Deed or Instrument creating or transferring such Rent, Payment, or Incumbrance, to affix their Common Seal to a Memorandum indorsed on such Deed or Instrument, declaring what Part of the Lands originally subject to such Rent, Payment, or Incumbrance shall have been purchased by virtue of this Act, and what Proportion of the said Rent, Payment, or Incumbrance shall have been released, and also declaring the Amount of the Rent, Payment, or Incumbrance to subsist and continue payable; and such Memorandum shall be Evidence in all Courts of the Facts thereby stated, but not so as to exclude any other Evidence of the same Facts.

XXXV. And be it further enacted, That all Persons and Corporations having any Mortgage on any Lands to be taken for the Purposes of this Act (and whether entitled thereto in their own Right or in Trust for any other Person, and whether in Possession thereof by virtue of such Mortgage or not,) shall, on Tender by the said Company of the Principal Money and Interest due thereon, and the just Costs, if any, then due, together with the Amount of Six Calendar Months Interest on the said Principal Money, immediately assign and transfer such mortgaged Lands to the said Company, and which Assignment may be of the like Form as the Conveyances by this Act directed or authorized to be used in Cases of Conveyance of Lands, or as near thereto as the Circumstances of the Case will permit; or in case such Mortgagees shall have Notice in Writing from the said Company that they will pay off the Principal Money and Interest which shall be due on the said Mortgage at the End of Six or less Calendar Months, to be computed from the Day of giving such Notice, then at the End of such Six or less Calendar Months, on Payment by the said Company of the Principal Money and Interest which would become due at the End of Six Calendar Months from the Time of giving such Notice, together with any just Costs then due, such Mortgagees shall assign and transfer their respective Interest in the mortgaged Premises to the said Company, or as they shall direct; and in case any such Mortgagee shall refuse to assign or transfer as aforesaid on such Tender or Payment as aforesaid, then all Interest on every such Mortgage Debt shall from thenceforth cease and determine: Provided always, that in case any such Mortgagee shall neglect or refuse to assign or transfer as aforesaid, then upon Payment of the Principal Money and Interest and the Costs (if any) due on any such Mortgage as aforesaid into the Bank of *England* at the End of Six Calendar Months from the Day of giving such Notice as aforesaid, or, in lieu of such Notice and in addition to the said other Monies, of Six Calendar Months Interest in advance, for the Use of such Mortgagee, the Cashier of the said Bank shall give a Receipt for the said Money in like Manner as is by this Act directed in Cases of other Payments into the said Bank, and thereupon all the Estate, Title, Right, Use, Trust, Property, Claim, and Demand of such Mortgagee, and of all Persons in Trust for him, shall vest in the said Company, and the said Company shall be deemed to be in the actual Possession of the

Mortgagees
to convey to
the Com-
pany.

Premises and Estate comprised in such Mortgage to all Intents and Purposes whatsoever.

As to Cases where Mortgage Money is more than the Value of the Land, or where a Part only of the Land is taken.

XXXVI. And be it further enacted, That in all Cases in which any Lands subject to any Mortgage shall be required for the Purposes of this Act, which Lands shall be of less Value than the Principal Monies, Interest, and Costs secured thereon, or in which a Part only of the Lands subject to any Mortgage shall be required for the Purposes of this Act, and the Mortgagee thereof shall not consider the remaining Part of such Lands to be a sufficient Security for the Money charged thereon, or shall not be willing to release the Part required for the Purposes of this Act from the Principal or Mortgage Money, and all Interest due and to become due thereon, and all Costs, the Value of such Lands, or, as the Case may be, of such Part of the said Lands as shall be so required for the Purposes aforesaid, and also the Compensation (if any) for any Damage done in respect of the Part so required, shall be settled and agreed upon by and between such Mortgagee and the Person entitled to the Equity of Redemption of such Lands on the one Part, and the said Company on the other Part; and in case of any Difference between them, then such Value and Compensation shall be determined by the Verdict of a Jury in the same Manner as in other Cases of Difference; and the Amount of such Value and Compensation, being so agreed upon or determined as aforesaid, shall be paid to such Mortgagee in satisfaction of his Claim, so far as the same will extend; and such Mortgagee shall thereupon assign and transfer all his Interest in such mortgaged Lands the Value whereof shall so have been agreed upon or determined as aforesaid, or in case of his neglecting or refusing to assign or transfer as herein-before directed, then the Amount of such Value and Compensation shall be paid into the Bank of *England* to the Credit of the said Mortgagee, as by this Act is provided in Cases of a like Nature; and such Payment to the Mortgagee or into the Bank as last aforesaid shall be accepted in satisfaction of the Claim of such Mortgagee, so far as the same will extend, and also in full Discharge and Exoneration of such Part of the mortgaged Premises as shall be so taken or used from all Principal and Interest and other Money due or secured thereon, and thereupon such mortgaged Lands shall become absolutely vested in the said Company, and the said Company shall be deemed to be in the actual Possession thereof to all Intents and Purposes whatsoever: Provided nevertheless, that all Mortgagees shall have the same Powers and Remedies for recovering or compelling Payment of their Mortgage Money, or the Residue thereof (as the Case may be), or the Interest thereof respectively, upon and out of the Residue of the mortgaged Lands not required for the Purposes aforesaid, as they would have had or been entitled to for recovering or compelling Payment thereof upon or out of the whole of the Lands originally comprised in such Mortgage: Provided also, that when a Part only of the Lands (subject to any Mortgage) shall have been taken for the Purposes of this Act as aforesaid, and the Value of the Lands so taken shall, on the Assignment thereof to the said Company, have been paid to the Mortgagee thereof in part Satisfaction of his Mortgage Debt, a Memorandum of what shall have been so paid shall be indorsed on the Deed creating such

Mortgage

Mortgage at the Time of executing such Assignment to the said Company, and shall be signed by such Mortgagee, and a Copy of such Memorandum shall at the same Time (if required) be furnished by the said Company, at their Expence, to the Person entitled to the Equity of Redemption of the Lands comprised in such Mortgage Deed.

XXXVII. And be it further enacted, That all Corporations and other Persons by this Act capacitated to sell and convey any Lands, or to enfranchise any Lands of Copyhold or Customary Tenure, or to release Lands from Rents and other Incumbrances charged thereon, and the respective Owners and Occupiers of any Lands upon, across, under, or over which the said Railway and other Works hereby authorized are intended to be made, may agree to accept and receive, and may (subject to such Restrictions as in this Act are contained as to the Payment thereof) accept and receive, Satisfaction for the Value of such Lands, or of the Interest therein by them conveyed, and also Compensation for and on account of any Damage sustained by them by reason of the severing or dividing of such Lands, or by reason or on account of the Execution of any of the Works by this Act authorized, and also for and on account of any Damage, Loss, or Inconvenience which may be sustained by such Corporations or other Parties by reason of the Execution of any of the Powers of this Act, in such gross Sums as shall be agreed upon between the said Owners (including Persons hereby capacitated as aforesaid) and Occupiers respectively and the said Company; and in case the said Company and such Parties respectively shall not agree as to the Amount or Value of such Purchase Money, Satisfaction, or Compensation, the same respectively or either of them concerning which they do not so agree shall be ascertained and settled by the Verdict of a Jury, if required, as herein-after is directed.

Corporations and Persons capacitated to sell, and Owners and Occupiers, may agree for Satisfaction and Compensation.

XXXVIII. And for settling all Differences which may arise between the said Company and the several Owners and Occupiers of or Persons interested in any Lands which shall or may be taken, used, damaged, or injuriously affected by the Execution of any of the Powers hereby granted; be it further enacted, That if any Corporation, Trustee, or other Person so interested or entitled and capacitated to sell, contract, or convey, as aforesaid, shall not agree with the said Company as to the Amount of such Purchase Money or Satisfaction or other Compensation as aforesaid; or if any of such Parties shall refuse to accept such Purchase Money or Satisfaction or other Compensation as aforesaid as shall be offered by the said Company, and shall give Notice thereof in Writing to the said Company within Ten Days next after such Offer shall have been made, and the Party giving such Notice shall therein request that the Matter in dispute may be submitted to the Determination of a Jury, or if any of such Parties as aforesaid shall, for the Space of Ten Days next after Notice in Writing shall have been given to him, or, in case of any Corporation, to the Clerk, Agent, or principal Officer of any such Corporation, either personally or by being left at his last or usual Place of Abode, or with the Tenant or Occupier of any Lands required for the Purposes of this Act, neglect or refuse to treat or shall not agree with the said Company for the Sale and Conveyance

In case the Parties refuse or are incapable to treat, the Amount of Satisfaction and Compensation to be settled by a Jury.

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of the respective Estates and Interests which they respectively are hereby capacitated to convey, or shall by reason of Absence be prevented from treating, or shall by reason of any Impediment or Disability not provided for by this Act, be incapable of making such Agreement or Conveyance as shall be necessary or expedient for enabling the said Company to proceed in making the said Railway and other the Works aforesaid, or shall not disclose and prove the State of Title to the Premises of which they respectively may be in Possession and claim to be entitled unto or interested in, or in any other Case where Agreement for Compensation for Damages incurred in the Execution of any of the Powers of this Act cannot be made, then and in every such Case the said Company shall and they are hereby required from Time to Time to issue a Warrant under their Common Seal to the Sheriff of the County in which the Lands in question shall be situate, or the Matter in dispute shall arise, or in case the said Sheriff or his Under Sheriff shall be one of the said Company, or enjoy any Office of Trust or Profit under the said Company, or shall be in any way interested in the Matter in question, then to any of the Coroners of the said County not interested as aforesaid, or if all the Coroners shall be so interested, then to some Person then living in the said County who shall have filled the Office of Sheriff or Coroner in the said County, and be free from personal Disability, and not interested as aforesaid, (a Person having more recently served either Office being always preferred), commanding such Sheriff, Coroner, or other Person to impanel, summon, and return, and the said Sheriff, Coroner, or other Person is hereby accordingly empowered and required to impanel, summon, and return, a Jury of at least Twenty-four sufficient and indifferent Men, qualified according to the Laws of this Realm to be returned for Trials of Issues in His Majesty's Courts of Record at *Westminster*; and the Persons so to be impanelled, summoned, and returned are hereby required to appear before the said Sheriff, Under Sheriff, Coroner, or other Person, at such Time and Place as in such Warrant shall be appointed, and to attend from Day to Day until duly discharged; and out of such Persons so to be impanelled, summoned, and returned a Jury of Twelve Men shall be drawn by the said Sheriff, Under Sheriff, Coroner, or other Person, or by some other Person to be by them respectively appointed, in such Manner as Juries for Trials of Issues joined in His Majesty's Courts of Record at *Westminster* are by Law directed to be drawn; and in case a sufficient Number of Jurymen shall not appear at the Time and Place so to be appointed as aforesaid, such Sheriff, Under Sheriff, Coroner, or other Person shall return other honest and indifferent Men of the Standers-by, or of others that can be speedily procured (being so qualified as aforesaid), to make up the said Jury to the Number of Twelve; and all Parties concerned may have their lawful Challenges against any of the said Jurymen, but shall not challenge the Array; and the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to summon before him all Persons who shall be thought necessary to be examined as Witnesses touching the Matters in question, and may order and authorize such Jury, or any Six or more of them, to view the Place or Matter in controversy; and such Jury shall, upon their Oaths, or (being Quakers) upon their solemn

solemn Affirmation, (which Oaths and solemn Affirmation, as well as the Oaths and Affirmations of all Persons who shall be called upon to give Evidence, the said Sheriff, Under Sheriff, Coroner, or other Person is hereby empowered and required to administer,) inquire of and assess and give a Verdict for the Sum or Sums of Money to be paid for the Purchase of such Lands, (except for such Interest therein as shall have been of right purchased by the said Company from any other Person,) and also the separate and distinct Sum or Sums of Money to be paid by way of Satisfaction or Compensation, either for the Damages which shall before that Time have been done or sustained as aforesaid, or for the future temporary or perpetual or for any recurring Damages which shall have been so done or sustained as aforesaid, or may at any future Time or Times be sustained, and the Cause or Occasion of which shall have been in part only obviated, removed, or repaired by the said Company, and which cannot or will not be further obviated, removed, or repaired by them; and the said Sheriff, Under Sheriff, Coroner, or other Person shall accordingly give Judgment for such Purchase Money, Satisfaction, or Compensation as shall be assessed by such Jury; which said Verdict, and the Judgment thereon to be pronounced as aforesaid, shall be binding and conclusive to all Intents and Purposes upon all Corporations and Persons whomsoever: Provided always, that in such Inquiry the Party or Parties claiming Compensation shall be Plaintiff or Plaintiffs, and shall have all such Rights and Privileges as Plaintiffs in Actions at Law are entitled to: Provided also, not less than Seven Days Notice in Writing of the Time and Place at which such Jury are so required to be returned shall be given by the said Company to the Party with whom any such Controversy shall arise by personally serving or leaving such Notice at the Dwelling House of the Person, or the Clerk or Agent or principal Officer of any such Corporation, or of some Tenant or Occupier of the Land intended to be valued, or respecting which or any Damage to which any such Question shall arise.

XXXIX. Provided also, and be it further enacted, That in ascertaining the Money to be paid for the Purchase of any Lands to be taken for the Purposes of this Act the Jury shall also ascertain and assess the Compensation and Satisfaction to be made by the said Company for any Damages which shall or may be sustained by any Persons interested in such Lands for or by reason of the severing or dividing the same from other Lands whereof, wherein, or whereto any such Persons aforesaid shall be seised, possessed, or entitled, and also for or on account of any Damage, Loss, or Inconvenience whatsoever which shall or may accrue to or be sustained by such Persons by reason of the Execution of any of the Powers of this Act, such Damages, Compensation, and Satisfaction to be settled and ascertained separately and distinctly from the Value of the Lands so to be taken as aforesaid.

Value of Land and Compensation for Damages to be ascertained separately.

XL. And be it further enacted, That the said Juries shall and they are hereby respectively empowered, if thereunto required, to settle what Shares and Proportions of the Purchase Money or Compensation for Damages which shall be assessed as aforesaid shall be allowed to

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Purchase Money and Compensation may be apportioned between the Parties.

any Tenant or other Person having a particular Estate, Term, or Interest in the Premises, for his Interest therein.

Verdicts to be recorded by the Clerk of the Peace.

XLI. And be it further enacted, That the said Verdicts and Judgments, being first signed by the said Sheriff, Under Sheriff, Coroner, or other Person presiding at the taking of such Verdict and pronouncing of such Judgment respectively, shall be kept by the Clerk of the Peace for the County or Place in which the Matter in dispute shall have arisen amongst the Records of the Quarter Sessions for the said County or Place, and shall be deemed Records to all Intents and Purposes; and the same or true Copies thereof shall be allowed to be good Evidence in all Courts whatsoever; and all Persons shall have Liberty to inspect the same, paying to such Clerk of the Peace for such Inspection the Sum of One Shilling, and shall be entitled to be furnished with Copies thereof, paying to the said Clerk of the Peace for every Copy after the Rate of Sixpence for every One hundred Words.

Penalty on Sheriff or his Substitute, or Jurors or Witnesses, making default.

XLII. And be it further enacted, That if any such Sheriff or his Under Sheriff, or any Coroner or other Person herein-before authorized and directed to act in the Stead of such Sheriff, shall make default in the Premises, he shall for every such Offence forfeit and pay the Sum of Fifty Pounds; and if any Person so summoned and returned upon any such Jury as aforesaid shall not appear, or appearing shall refuse to be sworn, or, being a Quaker, to make his solemn Affirmation or to give his Verdict, or shall in any other Manner wilfully neglect his Duty, contrary to the true Intent and Meaning of this Act, or if any Person so summoned to give Evidence as aforesaid shall not appear on being paid or tendered a reasonable Sum for his Costs and Expences, or appearing shall refuse to be sworn, or, being a Quaker, affirmed, or to give Evidence, every Person so offending, having no reasonable Excuse, (such Excuse to be judged of and determined by the said Sheriff, Under Sheriff, Coroner, or other Person,) shall forfeit and pay for every such Offence, for the Benefit of the Party for whom or on whose Account such Jury or Witness shall have been summoned, any Sum not exceeding Ten Pounds; all which Penalties or Forfeitures shall and may be levied by virtue of a Warrant under the Hand and Seal of any Justice of the Peace for the County or Place in which the said Lands shall be situate, or the said Inquisition shall be held, by Distress and Sale of the Goods and Chattels of the Person so offending, rendering to him, on Demand, the Overplus of the Money thereby produced (if any) after such Penalty, and the Charges and Expences of such Distress and Sale, shall have been deducted.

Jurors to be under the same Regulations as those of the Superior Courts. Punishment on Persons giving false Evidence.

XLIII. And be it further enacted, That every such Jury and Jurymen as aforesaid shall, in addition to the Penalties hereby inflicted, also be subject to the same Regulations, Pains, and Penalties as if such Jury and Jurymen had been returned for the Trial of any Issue joined in any of His Majesty's Courts of Record at *Westminster*; and all Persons who, in any Examination to be taken by virtue of this Act, upon their Oath, or, being Quakers, upon their solemn Affirmation, shall wilfully and corruptly give false Evidence before any such Jury, Sheriff, Under Sheriff, Coroner, or other Person, or before

before any Justice of the Peace acting as such in the Execution of this Act, shall and may be prosecuted for the same, and upon Conviction thereof shall be liable to the Pains and Penalties to which Persons guilty of wilful Perjury shall or may by Law be subject or liable.

XLIV. And be it further enacted, That in every Case in which the Verdict of a Jury shall be given for a greater Sum than shall have been previously offered by the said Company for the Purchase of any Lands to be used or taken by them for the Purposes of this Act, or as Compensation or Satisfaction for any Damage or Loss which may happen or arise in or be occasioned by the Execution of any of the Powers of this Act, all the Costs incurred in summoning, impannelling, and returning such Jury, taking such Inquisition, and the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and otherwise incident to the said Inquisition, shall be borne by the said Company; and such Costs and Expences shall be settled and determined by the said Sheriff, Under Sheriff, Coroner, or other Person as aforesaid; and in case such Costs and Expences shall not be paid to the Party entitled to receive the same within Seven Days after the same shall have been demanded, the same shall and may be levied and recovered by Distress and Sale of any Goods or Chattels of the said Company (unless the Treasurer of the said Company shall pay such Costs and Expences out of any Monies received by him by virtue of this Act, and which he is hereby authorized to do,) under a Warrant to be issued for that Purpose by any Justice of the Peace for the said Town and County of the Town of *Southampton*, or either of the said Counties of *Southampton* and *Surrey* (as the Case may require), acting within their respective Jurisdictions, and not interested in the Matter in question, which Warrant such Justice is hereby authorized and required to issue under his Hand and Seal on Application made to him for that Purpose by any Party entitled to receive such Costs and Expences; but if the Verdict of the Jury shall be given for a less Sum than what shall have been previously offered by or on the Behalf of the said Company, then the said Costs and Expences, to be settled and determined as aforesaid, shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute; and in case the Verdict of the Jury shall be given for the same Sum as shall have been previously offered by or on the Behalf of the said Company, one Moiety of the said Costs and Expences, to be settled and determined as aforesaid, shall be defrayed by the Party with whom the said Company shall have such Controversy or Dispute, and the remaining Moiety shall be defrayed by the said Company; and the other Moiety of such Costs and Expences, having been ascertained and settled in manner herein-before mentioned, or the whole of such Costs and Expences in case the Verdict shall be given for such less Sum as aforesaid, shall and may be deducted out of the Money awarded to be paid to such Party as aforesaid as so much Money advanced to and for his Use, and the Payment or Tender of the Remainder of such Money shall be deemed and taken to all Intents and Purposes to be a good Payment or Tender and Satisfaction of the whole thereof: Provided always, that in Cases where, by reason of Absence in Foreign Parts, or from any other Cause of Disability not herein-before provided for, any Person shall have been prevented from
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Expences of
Jury and
Witnesses
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treating and agreeing as aforesaid, the whole of such Charges and Expences (to be settled and determined in manner herein-before directed) shall be borne and paid by the said Company.

Persons requesting Juries to enter into Bonds to prosecute their Complaints and pay Expences.

XLV. And be it further enacted, That all Parties with whom the said Company shall have any Dispute, and who shall require a Jury to be summoned as aforesaid, shall at their own Costs, before the said Company shall be obliged to issue their Warrant for the summoning of such Jury, enter into a Bond, with One sufficient Surety, to the said Company, in a Penalty of Two hundred Pounds, to prosecute their Complaint, and to bear and pay their Proportion of the Costs and Expences of summoning, impannelling, and returning such Jury, taking such Inquisition, and of the Attendance of Witnesses, and recording the Verdict or Judgment thereon, and otherwise incident to such Inquisition, in case any Part of such Costs and Expences shall fall upon them.

Demand of Compensation for Loss or Injury to be made before any Proceedings taken.

XLVI. And be it further enacted, That the said Company shall not be obliged, nor shall any Jury to be summoned by virtue of this Act be allowed, to receive or take notice of any Complaint to be made by any Party for any Loss, Injury, or Damage by him sustained or supposed to be sustained in consequence of the Execution of any of the Powers of this Act, unless Notice in Writing, signed by the chief Clerk or Treasurer or other proper Officer of the Corporation, or by the Person making such Complaint, stating the Particulars of such Loss or Injury, and the Amount of the Compensation claimed in respect thereof, shall have been given by such Corporation or Person to the said Company within Two Calendar Months next after the Time of such supposed Loss or Injury having been sustained, or after the doing or committing thereof shall have ceased, and Thirty Days before the summoning of such Jury.

Tenants at Will for a Year, or from Year to Year, to deliver up Possession on Notice.

XLVII. And be it further enacted, That all Tenants at Will, Lessees for a Year, Tenants from Year to Year, and other Persons in Possession of any Lands which shall be intended to be taken or used for the Purposes of this Act, and who shall have no greater Interest in the Lands than as Tenants at Will, or Lessees for a Year, or as Tenants from Year to Year, shall respectively deliver up the Possession of such Lands to the said Company, or to such Persons as they shall appoint to take possession of the same, at the Expiration of Six Calendar Months next after Notice to that Effect shall have been given by the said Company to such respective Tenants or Lessees or Persons in Possession, or left upon the said Lands, (whether such Notice be given with reference to the Time of the Commencement of such Tenants holding or not, and whether such Notice be given before or after the said Lands shall be purchased by the said Company, or at such Time after the Expiration of Six Calendar Months from the giving or leaving of such Notice as they shall be respectively required); and in case any such Tenant or Lessee or Person so in Possession as aforesaid shall refuse to deliver up such Possession as aforesaid, it shall be lawful for the said Company, either under their Common Seal or under the Hands and Seals of Two at least of the Directors of the said Company, to issue their Precept to the Sheriff

of the County in which the Lands shall be situate to deliver Possession thereof to such Person or Persons as shall in such Precept be nominated to receive the same, and the said Sheriff is hereby required to deliver Possession of the said Lands accordingly, and to levy and satisfy such Costs as shall accrue by or on account of the issuing and Execution of such Precept on the Person so refusing to deliver Possession by Distress and Sale of his Goods and Chattels.

XLVIII. Provided also, and be it further enacted, That where any such Tenant or Lessee shall be required to deliver up the Possession of any Lands so occupied by him before the Expiration of his Term or Interest therein, the said Company shall and they are hereby required to make or tender to such Tenant or Lessee, before they shall issue their Precept to the Sheriff to give Possession of the Lands in the Occupation of such Tenant or Lessee, Satisfaction or Compensation for the Value of his unexpired Term or Interest in the said Premises; which Satisfaction or Compensation, in case of Difference, shall be ascertained and determined in the same Manner as any other Satisfaction or Compensation for any Lands to be taken or used under the Authority of this Act is by this Act directed to be made or determined.

Compensation for Interest of Tenants to be settled by a Jury in case of Dispute.

XLIX. Provided always, and be it further enacted, That in all Cases in which any Party shall claim any Satisfaction or Compensation for or in respect of any unexpired Term or Interest which he shall claim to be possessed of or entitled unto in any Lands to be taken or used under the Authority of this Act, under or by virtue of any Demise or Lease, or Agreement for Demise or Lease, or Grant thereof, the said Company are hereby authorized to require such Party to produce or show the Lease or Demise, or Agreement for Lease or Demise, or Grant, in respect of which such Claim to Satisfaction or Compensation shall be made; and if such Lease or Demise, or Agreement for Lease or Demise, or Grant, shall not be produced or shown in obedience and pursuant to the Requisition of the said Company, the Party claiming such Compensation or Satisfaction shall be considered as holding only from Year to Year.

Persons holding under Leases to produce the same.

L. And be it further enacted, That upon Payment or legal Tender of such Money as shall have been agreed upon between the Parties, or awarded by a Jury in manner aforesaid, for the Purchase of any Lands, or of any Estate or Interest in any Lands, or as a Satisfaction or Compensation for any Loss or Injury, as herein-before mentioned, to the respective Proprietors of such Lands, or other Persons respectively interested therein, and entitled to receive such Money or Satisfaction or Compensation respectively, within Thirty Days after the same shall have been so agreed upon or awarded; or if the Parties so respectively entitled or interested as aforesaid cannot be found, or shall be absent from *England*, or shall refuse to receive such Money as aforesaid, or shall refuse, neglect, or be unable to make a good Title to such Lands to the Satisfaction of the said Company, or if any Party entitled unto or to convey such Lands shall not be known, or shall be absent from *England*, or shall refuse to convey the same, or in case such Money shall be liable to be invested in the Purchase

Power to enter Lands on Payment or Tender of Purchase Money.

of other Lands, then and in every such Case upon Payment of such Money into the Bank of *England*, as herein-after directed, to the Credit of the Parties interested in such Lands; or in case such Money shall have been agreed or awarded to be paid for the Purchase of any such Lands, or such Compensation or Satisfaction as aforesaid, which any Corporation, Trustee, or Person under Disability is hereby capacitated to convey, upon Payment of such Money into the Bank of *England* as herein-after directed, to an Account *ex parte* "The *London and Southampton Railway Company*;" then and in every such Case it shall be lawful for the said Company immediately to enter upon such Lands, and thereupon such Lands, and the Fee Simple and Inheritance thereof, together with the yearly Profits thereof, and all the Estate, Use, Trust, and Interest of all Parties therein, shall thenceforth be vested in and become the sole Property of the said Company to and for the Purposes of this Act; and such Payment or Tender and Conveyance, or such Deposit in the Bank of *England* as aforesaid, shall not only bar all the Right, Title, Interest, Claim, and Demand of every such Party, and operate to merge all outstanding or other Terms of Years, but shall also bar all Dower, and all Estates Tail, and other Estates in Reversion and Remainder, and all Rights, Titles, Limitations, and Trusts whatsoever of and in the said Lands: Provided nevertheless, that before such Payment, Tender, or Deposit in the Bank of *England* as aforesaid shall have been made, it shall not be lawful for the said Company, or for any Person acting under their Authority, to bore under, dig or cut into, or enter upon such Lands for any of the Purposes of this Act, save for the Purpose of ascertaining and setting out the same for the Purposes of this Act, without the previous Consent of the Owners and Occupiers thereof respectively.

Power to take temporary Possession of Land adjoining the Railway, for depositing Earth, digging Clay, or other temporary Purposes, Compensation being made for Damage.

LI. And whereas, in making and executing the said Railway and the several other Works by this Act authorized, it may be necessary for the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, to enter upon and take temporary Possession of some Part or Parts of the Lands adjoining to the Line of the said Railway and other Works for the Purpose of laying or depositing thereon the Earth, Clay, and other Materials which shall have been taken out in excavating Tunnels or Cuttings, or of manufacturing such Clay into Bricks, or of getting and procuring Earth and Materials from such adjoining Lands for forming Embankments, or for making Bricks, or for any other Purpose connected with the said Undertaking; but inasmuch as a Jury summoned as directed by this Act to assess a Compensation for the Damage and Injury done to such adjoining Lands by the Exercise of the Powers and Authorities by this Act granted cannot, either upon View or from Evidence, form a just Opinion of the permanent Injury which will or may be sustained by the Owners or Occupiers of such adjoining Lands by the Exercise of the Powers and Authorities aforesaid until the Works shall have been completed, it is expedient that the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, should be empowered to enter upon such adjoining Lands for the Purposes aforesaid without incurring or being liable to any Penalty for entering or remaining on the said Lands without having pre-

viously made such Payment, Tender, or Investment of Money as herein-before mentioned or referred to; be it therefore enacted, That notwithstanding any thing in this Act contained it shall be lawful for the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, and they are hereby empowered, to enter upon the Lands of any Person or Corporation whatsoever adjoining or lying near the said Railway and other Works by this Act authorized to be made and maintained, or any of them, or any Part thereof respectively, for the Purpose of laying, depositing, or manufacturing upon such Lands any Soil, Gravel, Clay, Sand, Stone, or other Materials which shall have been excavated, dug, or got in making the said Railway and other Works, or any of them, or which may be taken or dug out of or from any Lands adjoining to the Place where the said Works or any of them shall be then carried on, and to dig, cut, get, take, remove, and carry away out of and from such adjoining Lands, or any Part thereof, any Soil, Gravel, Clay, Sand, Stone, or other Materials which can or may be got or found therein, and which may be requisite or convenient for making the said Railway and other Works, or any of them, and to manufacture the same, without having previously made such Payment, Tender, or Investment as herein-before mentioned or referred to, they the said Company, their Deputies, Engineers, Contractors, Servants, and Workmen, doing as little Damage as may be in the Exercise of the several Powers hereby granted to them, and making such Compensation to the Owners or Occupiers thereof for such temporary Occupation of the said Lands for the Purposes aforesaid as shall be agreed upon between the respective Parties interested therein and the said Company; and in case the said Company and such respective Parties shall not agree as to the Amount of such Compensation, then the same shall be ascertained and fixed in manner herein-after provided in Cases of Dispute as to Damages to a small Amount: Provided always, that the said Company shall and they are hereby required, within Six Calendar Months after the Expiration of the Period by this Act granted for executing the said Railway and other Works, to make such Compensation and Satisfaction for the permanent Damage or Injury, if any, which may have been done to the said Lands by the Exercise of any of the Powers and Authorities aforesaid, in the same Manner as in this Act is directed in other Cases of permanent Damage or Loss occasioned by the said Company: Provided also, that before it shall be lawful for the said Company to make such temporary Use as aforesaid of the Lands adjoining or lying near the said Railway or Works, the said Company shall and they are hereby required to give Ten Days Notice of such their Intention to the Owners or Occupiers of such Lands, and to separate and set apart by sufficient Railings or Fences so much of the Lands as shall be required to be used as aforesaid from the other Lands adjoining thereto: Provided always, that it shall not be lawful for the said Company to make such temporary Use of any such Lands as aforesaid lying at a greater Distance than Five hundred Yards from the said Railway, nor to make Bricks or place a Steam Engine upon any of such Lands at any Place which shall not be distant at least Eight hundred Yards from any Mansion, without the Leave of the Owner or Occupier of such Lands or Mansion respectively in Writing first obtained for that Purpose.

Damages under 20l. may be settled by Justices.

How to be recovered in case of Default.

LII. And be it further enacted, That in case any Difference shall arise between the said Company and any of the Owners or Occupiers of the Lands to be taken or used for the Purposes of this Act, as to the Amount or Value of the Damages done by the said Company, their Deputies, Engineers, Contractors, Servants, Agents, or Workmen, to such Lands in the Execution of any of the Powers of this Act, and such Difference cannot be adjusted and settled between the said Parties, the same shall be ascertained and determined by some Two or more Justices of the Peace for the County, Liberty, or Place in which such Lands shall lie, who, upon Application made to them by both or either of the said Parties, shall examine into the Matter in dispute, and shall determine and settle the Amount of Compensation which shall be payable by the said Company, provided such Compensation do not exceed the Sum of Twenty Pounds; and the said Justices respectively are hereby authorized and required, on Non-payment of the said Damages for the Space of Ten Days after the same shall become due, to levy such Damages and all Charges respecting the same by Distress and Sale of any Goods and Chattels of the said Company, in the same Manner as by this Act is directed with respect to the Recovery of Compensation for other Damages done by the said Company.

Application of Compensation Money when amounting to 200l. or upwards, and Parties are not absolutely entitled.

LIII. And be it further enacted, That if any Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken or used by virtue of the Powers or under the Authority of this Act, or for the Release of any of such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for any Compensation or Satisfaction under this Act, which any Corporation, Tenant for Life or in Tail, or Feoffee in Trust, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Idiot, Infant, Lunatic, Feme Covert, or other Cestuique Trust not absolutely entitled in his own Right, or any Person whose Lands are limited in strict or other Settlement, or any Person under any other Disability or Incapacity, shall be entitled unto, interested in, or hereby capacitated to convey, such Money shall (in case the same shall amount to or exceed the Sum of Two hundred Pounds) with all convenient Speed be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the Court of Exchequer, to be placed to his Account there *ex parte* "The London and Southampton Railway Company," pursuant to the Method prescribed by an Act passed in the First Year of the Reign of His late Majesty King George the Fourth, intituled *An Act for the better securing Monies and Effects paid into the Court of Exchequer at Westminster on account of the Suitors of the said Court, and for the Appointment of an Accountant General and Two Masters of the said Court, and for other Purposes*, and the General Orders of the said Court, and without Fee or Reward, and shall, when so paid in, there remain until the same shall, by Order of the said Court made in a summary Way upon Petition to be presented to the said Court by the Party who would have been entitled to the Rents and Profits of the said Lands, be applied, either in the Purchase or Redemption of the Land Tax, or in or towards the Discharge of any Debt or other Incumbrance affecting the same Lands, or affecting other Lands standing settled therewith to the

the same or the like Uses, Trusts, Intents, or Purposes, as the said Court of Exchequer shall authorize to be purchased or paid, or such Part thereof as shall be necessary; or until the same shall, upon the like Application, be laid out, by Order of the said Court made in a summary Way, in the Purchase of other Lands, which shall be conveyed, limited, and settled to, for, and upon such and the like Uses, Trusts, Intents, and Purposes, and in the same Manner, as the Lands which shall be so purchased, taken, or used as aforesaid, or in respect of which such Compensation or Satisfaction shall be paid, stood settled or limited, or such of them as at the Time of making such Conveyance and Settlement shall be existing undetermined or capable of taking effect; and in the meantime and until such Purchase can be made the said Money may, by Order of the said Court upon Application thereto, be invested by the said Accountant General in his Name in the Purchase of Three Pounds *per Centum* Consolidated or Three Pounds *per Centum* Reduced Bank Annuities, or in Government or Real Securities; and in the meantime, and until such Annuities or Securities shall be ordered by the said Court to be sold for the Purposes aforesaid, or shall be called in or cancelled, the Dividends or Interest and annual Produce thereof shall from Time to Time, by Order of the said Court, be paid to the Party who would for the Time being have been entitled to the Rents and Profits of such Lands so to be purchased and settled in case the same had been so purchased and settled.

LIV. And be it further enacted, That if any Money agreed or awarded to be paid for any Lands to be taken or used for the Purposes of this Act, or for the Release of any such Lands from any Rents or other Incumbrances charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for Compensation or Satisfaction as aforesaid in respect of any Lands belonging to any Corporation, or to any Person under Disability or Incapacity as aforesaid, shall be less than the Sum of Two hundred Pounds, and shall amount to or exceed the Sum of Twenty Pounds, then the same shall, at the Option of the respective Parties for the Time being entitled to the Rents and Profits of the Lands so taken or used, or of their respective Husbands, Guardians, or Committees, in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, with the Approbation of the said Company signified in Writing under their Common Seal, or under the Hands of at least Three of the Directors of the said Company, be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, and be placed to his Account as aforesaid, to be applied in manner herein-before directed; or otherwise the same may be paid, at the like Option and with the like Approbation, to Two Trustees to be nominated by the respective Parties exercising such Option (such Nomination to be approved of by the said Company), and such Nomination and Approbation to be signified in Writing under the Hands of the nominating Parties and under such Common Seal or the Hands of Three at least of the Directors of the said Company; and the Money so paid to such Trustees, and the Dividends and Produce so arising thereon and therefrom, shall be by such Trustees applied in like Manner as is herein-before directed with respect to the Money so to be paid into the Bank of *England* in the Name of

Application of Compensation Money when less than 200*l.* and not less than 20*l.*

the Accountant General of the Court of Exchequer, but without being required to obtain any Order of the said Court touching the Application thereof.

Application of Compensation Money when less than 20l.

LV. And be it further enacted, That where any Money so agreed or awarded to be paid as last herein-before mentioned shall be less than the Sum of Twenty Pounds, then the same shall be paid to the respective Parties who would for the Time being have been entitled to the Rents and Profits of the Lands so taken or used for the Purposes of this Act, or in respect of which such Compensation or Satisfaction shall be paid, for their own Use and Benefit; or in case of Coverture, Infancy, Idiocy, Lunacy, or other Incapacity, then such Money shall be paid to their respective Husbands, Guardians, Committees, or Trustees, to and for the Use and Benefit of the Parties respectively entitled thereto.

In Cases of Disability, where Purchase Money liable to be invested in other Lands, Court may order reasonable Expences of Purchases and Costs to be paid by the Company.

LVI. Provided always, and be it further enacted, That where, by reason of any Disability or Incapacity of any Party entitled to any Lands to be taken or used, or in respect of which any Compensation or Satisfaction shall be payable under the Authority of this Act, the Purchase Money for the same, or the Money paid for such Compensation or Satisfaction, shall be required to be paid into the Bank of *England*, to be applied in the Purchase of other Lands to be settled to the like Uses in pursuance of this Act, it shall be lawful for the said Court to order the reasonable Expences of all such Purchases, and of the Reinvestment of the Purchase Money in Land, or other Disposition of the same, together with the necessary Costs and Charges of obtaining the proper Orders for such Purposes, to be paid by the said Company out of the Monies to be received by virtue of this Act, and the said Company shall from Time to Time pay such Sums of Money for such Purposes as the said Court shall direct.

Application of Purchase Money in case of not making out a Title, or of Absence, or Refusal to convey.

LVII. And be it further enacted, That in case any Party to whom any Sum of Money shall be agreed or awarded to be paid for the Purchase of any Lands to be taken under or by virtue of the Powers of this Act, or for the Release of any such Lands from any Rent or other Incumbrance charged thereon, or for the Enfranchisement of any such Lands being of Copyhold or Customary Tenure, or for or in respect of any Mortgage Money, or for Compensation or Satisfaction or otherwise as aforesaid, or shall be due or owing, shall refuse, neglect, or be unable to make a Title to such Lands to the Satisfaction of the said Company for the Purposes of this Act, or shall be absent from *England*, or shall not be to be found, or if any Party entitled unto or by this Act capacitated to convey any such Lands be not known or discovered, or be not shown to the Satisfaction of the said Company, or be absent from *England*, or shall refuse to convey the same, then and in every such Case, where not otherwise provided by this Act, it shall be lawful for the said Company to order the Money so agreed or awarded as aforesaid to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, to be placed to his Account to the Credit of the Parties interested in the said Lands (describing them so far as the said Company can do so), subject to the Controul and
Disposition

Disposition of the said Court; which said Court, on the Application of any Party making claim to such Money or to any Part thereof by Petition, is hereby empowered, in a summary Way of proceeding or otherwise, as to such Court shall seem meet, to order the same to be laid out and invested in the Public Funds; and to order Distribution thereof, or Payment of the Dividends thereof, according to the respective Estates, Titles, or Interests of the Parties making claim thereunto, and to make such other Order in the Premises as to the said Court shall seem proper; and the Cashier of the Bank of *England* who shall receive such Money is hereby required to give to the said Company, or to the Party so paying any Money into the Bank of *England* under or pursuant to this Act, a Receipt for such Money, mentioning and specifying therein for what and for whose Use (described as aforesaid) the same is received.

LVIII. Provided always, and be it further enacted, That where any Question shall arise touching the Title of any Party to any Money to be paid into the Bank of *England* in the Name and with the Privity of the Accountant General of the said Court of Exchequer, in pursuance of this Act, for the Purchase of any Lands, or of any Estate, Right, Title, or Interest in any Lands, to be taken or used in pursuance of this Act for the Purposes aforesaid, or for Compensation or Satisfaction as aforesaid, or to any Annuities or Securities to be purchased with any such Money as aforesaid, or to the Dividends or Interest of any such Annuities or Securities, the Parties respectively who shall have been in Possession or Receipt of the Rents or Profits of such Lands at the Time of taking or using the same, and all Corporations and Persons claiming under such Parties, or under or consistently with the Possession of such Parties, shall be deemed to have been lawfully entitled to such Lands, according to such Possession, until the contrary shall be shown to the Satisfaction of the said Court; and the Dividends or Interest of the Annuities or Securities to be purchased with such Money, and also the Capital of such Annuities or Securities, shall be paid, applied, and disposed of accordingly, unless it shall be made to appear to the Satisfaction of the said Court that such Possession was a wrongful Possession, and that some other Party was lawfully entitled to such or to such Part of such Lands, or to some Estate or Interest therein.

In case of disputed Title, Persons in Possession to be deemed presumptively entitled.

LIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person or Corporation who shall be willing to sell the same for the Purchase of any Lands (not exceeding in the whole Forty Statute Acres), in addition to the Lands herein-before authorized to be taken, in such Places as the said Company shall deem eligible for the Purpose of making and providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Warehouses, and other Buildings and Conveniences for receiving, depositing, loading, unloading, weighing, or keeping any Goods, Articles, Cattle, Matters, or Things conveyed or intended to be conveyed upon the said Railway, or for making convenient Roads or Ways thereto, or for any other Purposes whatsoever connected with the Undertaking by this Act authorized which the said Company shall

Company empowered to purchase additional Forty Acres of Land for Stations and other Purposes.

shall judge requisite; and it shall be lawful for all Corporations and other Persons whomsoever (including especially such or the like Corporations and Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act) to sell and convey to the said Company and their Successors any Lands whatsoever for the Purposes herein-before mentioned, or any of them, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purposes of making the said Railway and other Works by this Act authorized.

Company empowered to sell such additional Acres, and to purchase other additional Lands, and sell again, but not to hold more than such Forty Acres at any one Time.

LX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to sell and dispose of such additional Lands as they are by this Act empowered to purchase and shall have actually purchased for the Purposes of additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Warehouses, and other Buildings and Conveniences as aforesaid, or such Parts of such Lands as the said Company shall think fit, in such Manner and to such Persons as the said Company shall think proper, and by Deed under their Common Seal to convey such Lands to the Purchasers thereof, and again from Time to Time to contract for and to purchase any other Lands which the said Company shall deem more eligible for the Purposes aforesaid, and afterwards to sell and dispose of the same as aforesaid, and so from Time to Time as the said Company shall deem proper, so that the total Number or Quantity of Acres to be purchased and held by the said Company for any of such Purposes shall not exceed at any One Time the Number or Quantity of Forty Statute Acres for those Purposes expressly specified or allowed in or by this Act; and in the meantime, and until the said Company shall think proper to make such Sale, it shall be lawful for the said Company to let such Lands or any Part thereof to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

Company not to purchase more than such Forty additional Acres from Corporations or Persons under Disability.

LXI. And whereas the said Company are enabled to purchase Forty Statute Acres of Land by virtue of this Act for the Purpose of providing additional Stations, Yards, Wharfs, waiting, loading, and unloading Places, Weighing Machines, Warehouses, and other Buildings and Conveniences, in addition to the Lands authorized to be taken or used for making the said Railway and other Works, and all Corporations and all Persons whosoever are empowered to sell such Number or Quantity of Acres to the said Company: And whereas it is expedient to restrain the said Company from selling any such Lands so purchased from Corporations, or from Persons being under legal Disability or Incapacity, and again purchasing other Lands from the same or from any other Corporations, or Persons being under legal Disability or Incapacity, in lieu or stead of the Lands so sold; be it therefore enacted, That it shall not be lawful for the said Company to purchase from any Corporation, Trustee, or Feoffee in Trust for charitable or any other Purposes, Executor, Administrator, Husband, Guardian, Committee, or other Trustee for or on behalf of any Lunatic, Idiot, Feme Covert, or Cestuique Trust, not absolutely entitled in his own Right, or from any Tenant for Life or in Tail, or Person to whom or for whose Benefit Lands are limited in

strict Settlement, or other Persons being under legal Disability or Incapacity, more than such Forty Statute Acres; and in case the said Company shall purchase such Forty Statute Acres from any Corporations, or other Persons under such legal Disability or Incapacity as aforesaid, and shall afterwards sell the Whole or any Part of such Forty Statute Acres so purchased, it shall not be lawful for the said Company to purchase of or from the same, or of or from any other Corporations, or Persons being under legal Disability or Incapacity, nor for the same nor for any other Corporations, or Persons being under legal Disability or Incapacity, to sell to the said Company, any other Lands in lieu of such Forty Statute Acres of Land, or any Part thereof, so sold or disposed of by the said Company.

LXII. And whereas, by means of the Purchases which the said Company are empowered and are required to make by virtue of this Act they may happen to be seised of more Lands than will be necessary for effecting the Purposes of this Act, or of Lands not applicable to the Purposes hereof; be it therefore enacted, That it shall be lawful for the said Company to sell, and by any Deed under their Common Seal to convey, any such Lands or any Part thereof, either together or in Parcels, by public Auction or private Contract, or partly by public Auction and partly by private Contract, and for such Price as they shall deem most convenient and think fit; and all such Conveyances from the said Company shall be valid and effectual, any thing in this Act contained, or any other Law, Statute, or Custom, to the contrary notwithstanding: Provided always, that the said Company, before they shall dispose of any such Lands, shall first offer to sell the same to the Persons whose Lands shall immediately adjoin the Lands so proposed to be sold, and who shall be in *England*, and be conveniently found, and be capable of entering into a Contract for the Purchase thereof; and all Persons and Corporations hereby capacitated to sell in like Manner shall be and are hereby capacitated to purchase of the said Company; and every such Person, in case he shall be desirous of purchasing the same Lands, shall signify such his Desire and Intention in that Behalf to the said Company in Writing within Ten Days after such Offer of Sale shall have been made by Notice in Writing given to or left for him at his last known or usual Place of Abode; and in case such Persons shall decline or neglect to avail themselves of such Offer, or shall neglect so to signify their Desire and Intention to purchase such Lands for the Space of Ten Days after such Offer shall have been made, the Right of Pre-emption of every such Person so declining or neglecting in respect of such Lands included in such Offer shall cease; and an Affidavit made and sworn to before a Master or Master Extraordinary in the High Court of Chancery, or before any Justice of the Peace for the County or Place where such Lands may be situate, by some Person not interested in the same Lands, stating that the Person entitled to such Right of Pre-emption was not in *England*, or was not to be found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made by or on behalf of the said Company, and was refused or was not accepted or agreed to (as the Case may be) by the Person to whom the same was

Company empowered to sell Lands not wanted for the Purposes of this Act.

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made within the Space of Ten Days from the Time of making the same, shall, in all Courts and on all Occasions whatever, be conclusive Evidence and Proof that the Person entitled to such Right of Pre-emption was not in *England*, or was not to be found, or was not capable of entering into a Contract for the Purchase of such Lands, or that such Offer was made and refused or was not accepted or agreed to (as the Case may be) within the Time aforesaid by the Person to whom such Offer was made; and in case such Person shall be desirous of purchasing the same, and he and the said Company shall not agree with respect to the Price thereof, then the Price thereof shall be ascertained by a Jury in the Manner by this Act directed with respect to the disputed Value of Lands to be taken by the said Company; and the Expence of hearing and determining such Difference shall be borne and paid in like Manner as in this Act is directed with respect to the disputed Value of Lands to be taken or used by the said Company as aforesaid (*mutatis mutandis*); and the Money produced by the Sale which may be made by the said Company of any such Lands as aforesaid shall be applied to the Purposes of this Act; and in the meantime, and until the said Company shall think proper to make such Sale, it shall be lawful for the said Company to let any such superfluous Lands to any Person willing to become the Tenant thereof, in such Manner and upon such Terms as the said Company shall think proper.

Receipts for Money paid to the Company.

LXIII. And be it further enacted, That upon Payment of the Money which shall arise by the Sale of any Lands authorized by this Act to be sold by the said Company, or upon Payment to the said Company of any Money under this Act, it shall be lawful for the Secretary of the said Company for the Time being, or any Officer appointed by the Directors for that Purpose, to sign and give Receipts for the Money so paid; which Receipts shall be sufficient Discharges to all Persons for the Purchase Money for such Lands as shall be so sold, or for such other Sums of Money as in such Receipts respectively shall be expressed to be received; and such Persons shall not afterwards be answerable or accountable for any Loss, Misapplication, or Nonapplication of such Purchase or other Monies, or any Part thereof.

The Word "grant," in Conveyances from the Company, to amount to certain Covenants.

LXIV. And be it further enacted, That in all Conveyances to be made by the said Company under or in pursuance of this Act the Word "grant" shall operate as and be construed and adjudged in all Courts of Judicature to be express Covenants to or with the respective Grantees therein named, and the Successors, Heirs, Executors, Administrators, or Assigns of such Grantees, according to the Quality or Nature of such Grantees Interest therein, and the Estate or Interest therein expressed to be thereby conveyed, by or from the said Company, for themselves and their Successors, and that they the said Company, notwithstanding any Act and Default done by them, were at the Time of the Execution of such Conveyances seised of or entitled to the Lands thereby granted for an indefeasible Estate of Inheritance in Fee Simple, free from all Incumbrances done or occasioned by them, or otherwise for such Estate or Interest as therein expressed to be thereby granted, free from Incumbrances done

done or occasioned by them, that the Purchasers thereof, their Heirs and Assigns, Successors and Assigns, or Executors, Administrators, and Assigns (as the Case may be), shall quietly enjoy the same against the said Company, their Successors, and all claiming under them; and be indemnified and saved harmless by the said Company and their Successors from all Incumbrances committed by the said Company, and also for further Assurance of such Lands by the said Company, their Successors, and all claiming under them, unless, except, and so far as the same shall be restrained and limited by express particular Words contained in such Conveyances; and all such Grantees, and their several Successors, Heirs, Executors, Administrators, and Assigns respectively, according to their respective Quality or Nature, and the Estate or Interest expressed to be thereby conveyed, shall and may, in all Actions to be brought, assign Breach or Breaches thereupon as they might do in case such Covenants were expressly inserted in such Conveyances.

LXV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to give to the said Company any Coal, Stone, Slate, or other Mines or Minerals under any Lands purchased by the said Company under the Provisions of this Act, (except only so much of such Coal, Stone, Slate, or other Mines or Minerals as shall be necessary to be dug or carried away or used for the Purposes of this Act,) but all such Coal, Stone, Slate, and other Mines and Minerals not necessary to be so dug, carried away, or used as aforesaid shall be deemed to be excepted out of the Purchase of such Lands, and may (subject to the Restrictions herein-after contained) be worked by the respective Owners and Lessees thereof under the said Lands or the Railway or other Works of the said Company as if this Act had not been passed, so that no Damage or Obstruction be thereby done or occur to or in such Railway or Works: Provided nevertheless, that in case any Damage or Obstruction shall be so done or occur to or in such Railway or Works, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners or Lessees of such Coal, Stone, Slate, or other Mines or Minerals aforesaid; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expence attending the same, in case of Refusal or Neglect to pay the same within Fourteen Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners or Lessees, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

Company not to claim Mines or Minerals under the Lands purchased.

LXVI. Provided always, and be it further enacted, That when and so often as the Proprietor or Lessee or Tenant of any Mines of Coal, Stone, Slate, or other Mines and Minerals lying under the said Railway and Works or any of them, or within the Distance of Forty Yards from such Railway or Works respectively, shall be desirous of working the same, then and in every such Case such Proprietor, Lessee, or Tenant shall give Notice in Writing to the said Company under his Hand of such Intention at least Twenty-one Days before he shall begin to work such Mines, and upon the Receipt of such Notice it shall

Notice to be given to the Company previous to working Mines; Company may thereupon purchase same.

shall be lawful for the said Company to inspect or cause such Mines to be inspected, and to contract and agree with any such Proprietor, Lessee, or Tenant for the Purchase of and to purchase any such Mines or any Part thereof the getting and working of which may appear likely to prejudice or damage the said Railway or other Works; and in case the said Company, and such Owner, Lessee, or other Person, shall not agree as to the Price to be paid for the said Mines, the same shall be settled by a Jury in manner herein-before directed with respect to the Lands which may be taken for the Purposes of this Act; and in case the said Company shall not, previously to the Expiration of such Twenty-one Days, declare their Desire to purchase the said Mines, and treat with such Proprietor, Tenant, or Lessee for the same, then and in either of such Cases it shall be lawful for the Owner, Lessee, or Tenant of such Mines, and he is hereby authorized, to work and get such Part of the said Mines as lie under the said Railway and other Works, or within the Distance aforesaid, without being liable to the said Company for any Damage that may be done thereby, provided the same may be got in the usual and ordinary Manner, doing as little Damage to the said Railway as may be.

Company
empowered
to purchase
the Basing-
stoke Canal.

LXVII. And be it further enacted, That it shall and may be lawful for the said Railway Company, and they are hereby authorized and empowered, at any Time hereafter, in manner herein-before mentioned as to Lands required for the Line of Railway, to purchase from the Company of Proprietors of the *Basingstoke* Canal, and also for the said last-mentioned Company of Proprietors to sell to the said Railway Company, all the *Basingstoke* Canal, and its Works, Buildings, Lands, Tenements, Hereditaments, and Appurtenances whatsoever, in case the said respective Companies shall mutually agree thereto, upon such Terms and Conditions, and under such Regulations, and in such Manner and Form, not inconsistent with the Provisions of this Act, as to the said respective Companies shall seem fit; but in case at any Time after such Purchase any Part of the said Canal shall for the Space of Four Years cease to be used for the Purpose of Navigation, and not be used for the Line of Railway herein-before authorized to be made, the Soil of such Part of the said Canal as shall not be required for either of those Purposes shall revert to and become the Property of the Owners of the adjoining Lands, that is to say, One Moiety thereof to the Owners of the Land on one Side, and the Remainder thereof to the Owners of the Land on the other Side thereof.

Company
empowered
to purchase
Holwick
Farm.

LXVIII. And whereas the Line of the said Railway passes over or through certain Lands situate and being in the Parish of *Chertsey* aforesaid, commonly called or known by the Name of *Holwick Farm*, containing by Estimation Two hundred and four Acres or thereabouts, and it is expedient that the said Company should be enabled to purchase the whole of the said Farm, and be required again to sell so much thereof as shall not be wanted for the Purposes of the said Company; be it therefore enacted, That it shall be lawful for the said Company and they are hereby empowered to contract with any Person who shall be willing to sell the same for the Purchase of, and to purchase all or any Part of the said Farm called *Holwick Farm*,

and the Lands and Appurtenances thereto belonging; and it shall be lawful for all Persons whomsoever (including such Persons as are herein-before capacitated to sell and convey other Lands for the Purposes of this Act) to sell and convey all or any Part of the said Farm, and the Lands and Appurtenances thereunto belonging, unto the said Company and their Successors, in the same Manner as is herein-before directed concerning the Lands to be taken for the Purposes of making the said Railway and other Works by this Act authorized.

LXIX. And be it further enacted, That it shall be lawful for the said Company and they are hereby required, within Seven Years from the passing of this Act, to sell and dispose of so much and such Part of the said Farm called *Holwick Farm*, and the Lands and Appurtenances thereto belonging, which shall have been purchased by the said Company, and which may not be required for the Purposes of the said Company, either together or in Parcels, by public Auction or private Contract, or both, and to any Person whomsoever, for such Price and in such Manner as the said Company shall think fit, and by Deed under their Common Seal to convey the same unto the Purchaser thereof; and in the meantime and until such Sale shall be made it shall be lawful for the said Company to let the same or any Part thereof to any Person willing to become the Tenant thereof for such Term of Years, upon such Terms and Conditions, and generally in such Manner, as the said Company shall think proper: Provided always, that no Person, except he shall be seised in Fee Simple, shall be entitled to sell any Part of the said Farm beyond so much thereof as shall be necessary for the Purposes of the said Railway.

Company required to sell so much of the said Farm as is not wanted for the Purposes of this Act.

LXX. And be it further enacted, That in case the said Railway shall cross any public Highway, not being a Turnpike Road, on a Level, the Rail of such Railway or any Part thereof shall not rise above One Inch, or sink below the Level of such Road more than One Inch.

As to Rail of Railway when crossing public Roads.

LXXI. And be it further enacted, That in all Cases wherein the said Railway shall cross any public Highway, not being a Turnpike Road, on a Level, the said Company shall erect and at all Times maintain a good and sufficient Gate on each Side of such public Highway where the said Railway shall communicate therewith; all which Gates shall be kept constantly shut by some Person to be appointed by the said Company (and which Person the said Company are hereby required to appoint), except during the Time when Carriages passing along the said Railway shall have to cross such public Highway, and then the same shall be opened only to let such Carriages pass through; and the Person entrusted with the Care of every such Gate shall cause every such Gate to be shut as soon as such Carriages shall have passed through, under the Penalty of Forty Shillings for every Default therein.

Where Railway crosses public Highways on Level, Company to erect Gates on each Side.

LXXII. And be it further enacted, That in all Cases where the said Railway shall cross any Turnpike Road, such Turnpike Road shall be raised or sunk by and at the Expence of the said Company, so as that the same shall pass over the said Railway, or that the said Railway shall pass over the said Turnpike Road, by means of a Bridge

Where Railway crosses Turnpike Road.

of such Height and Width, and with such an Ascent or Descent, as are by this Act in that Behalf provided.

As to En-
gines cross-
ing the Nine
Elms Road.

LXXIII. Provided always, and be it further enacted, That where the said Railway shall cross the Road at *Nine Elms* in the Parish of *Battersea*, numbered 5 in the Plan to be deposited as aforesaid, the said Railway shall be laid upon a Level with the Surface of the said Road, and no locomotive Engines used upon the said Railway shall cross the said Road by means of Steam Power.

As to Bridges
carrying
Railway over
public Roads.

LXXIV. And be it further enacted, That where any Bridge shall be erected by the said Company for the Purpose of carrying the said Railway over or across any Turnpike Road, or other public Highway, the Span of the Arch of such Bridge shall be formed, and shall at all Times be and be continued, of such Width as to leave a clear and open Space under every such Arch of not less than Fifteen Feet, and of a Height from the Surface of such Turnpike Road to the Centre of such Arch of not less than Sixteen Feet, and of a Height from the Surface of any other public Highway to the Centre of such Arch of not less than Fourteen Feet; and the Descent under such Bridge, in the Case of a Turnpike Road, shall not exceed One Foot in Thirty Feet, and in the Case of any other public Highway shall not exceed One Foot in Thirteen Feet.

Bridges car-
rying public
Roads over
Railway.

LXXV. And be it further enacted, That where any Bridge shall be erected for carrying any Turnpike Road or public Highway over the said Railway, the Road over such Bridge shall be formed, and shall at all Times be continued, of such Width as to leave a clear and open Space between the Fences of such Road of not less than Fifteen Feet; and the Ascent to such Bridge for the Purposes of such Road, in the Case of a Turnpike Road, shall not be more than One Foot in Thirty Feet, and in the Case of any other public Highway not more than One Foot in Thirteen Feet; and a good and sufficient Fence shall be made on each Side of every such Bridge, which Fence shall not be less than Four Feet above the Surface of such Bridge.

Shafts may
be made into
Tunnels, if
necessary,
but not to be
sunk in any
Highway.

LXXVI. And be it further enacted, That in case it shall be found requisite to form Shafts, Pits, or Openings to or from any Tunnel to be made for the Purposes of this Act, it shall be lawful for the said Company to sink and construct such Shafts, Pits, or Openings in such Places as they shall think necessary; but such Shafts, Pits, or Openings shall not be sunk or constructed in any public Highway.

For keeping
up the Roads
whilst the
Railway is
making, and
afterwards.

LXXVII. And be it further enacted, That in all Cases in which, in the Exercise of any of the Powers hereby granted, any Part of any of the Carriage or Horse Roads, either public or private, shall be found necessary to be cut through, diverted, raised, sunk, taken, or so much injured as to be impassable for Passengers or Carriages, or the Persons entitled to the Use thereof, the said Company shall, at their own Expence, and before any Road shall be so cut through, diverted, raised, sunk, taken, or injured as aforesaid, cause a sufficient Carriage or Horse Road (as the Case may require) to be set out and made instead thereof, as convenient for Passengers and Carriages as

the

the Road to be cut through, diverted, raised, sunk, taken, or injured as aforesaid, or as near thereto as may be, and shall cause the same to be put into good and substantial Order and Condition where the former Road cannot more easily be restored; and when the Road cut through, diverted, raised, sunk, taken, or injured shall be a Turnpike Road, the substituted Road, if temporary, shall be set out and made as aforesaid, and the principal Road shall be restored within Six Calendar Months next after the Commencement of the Operation; and the Railway where it shall cross such Turnpike Road shall be constructed and kept in repair in such Manner as to prevent, so far as may be practicable, any Obstruction to the Passage along such Turnpike Road.

LXXVIII. And be it further enacted, That nothing herein or in the Schedules hereunto annexed contained shall authorize or empower the said Company, without the Consent in Writing of the Commissioners of Sewers for the Limits extending from *East Mouldsey* in *Surrey* to *Ravensborne* in *Kent*, to stop up, alter, break into, or interfere with any Sewer, Drain, or Watercourse under the Jurisdiction or Controul of the said Commissioners of Sewers, nor until such other Sewers, Drains, or Watercourses, with the necessary Sluices, Penstocks, and other Works as may be required by the said Commissioners of Sewers in lieu of those so intended to be stopped up, interfered or intermeddled with, or which may become necessary from the Works of the said Company, shall be made, executed, and completed by the said Commissioners, or by the said Company under the Direction of the said Commissioners of Sewers, by and at the Expence of the said Company.

Sewers not to be interfered with until others are made.

LXXIX. And be it further enacted, That the said Company shall, at their own Expence, after any Part of the said Railway shall have been laid out and formed, forthwith make and erect and from Time to Time maintain such and so many convenient Gates in or upon or adjoining the said Railway, and such and so many Bridges, Arches, Hollows; Culverts, Fences, Ditches, Drains, and Passages over, under, or by the Side of or leading to or from the said Railway, of such Dimensions and in such Manner as any Two or more Justices of the Peace acting for the County or Place wherein such proposed Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages would (if made) be situated, shall from Time to Time judge necessary and appoint (in case there shall be any Dispute about the same), for the Use of the respective Owners and Occupiers of the Lands through which such Railway shall be made, or for the Use and Accommodation of any Street or Streets which are now formed or actually commenced in any Lands through which the said Railway shall be made, or for protecting the said Lands from Trespass, or the Cattle or other Property of the Owners or Occupiers thereof from straying or escaping thereout by reason of such Railway or other Matter or Thing to be done in pursuance of this Act; and all such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages so to be made as aforesaid shall from Time to Time and at all Times thereafter be maintained in sufficient Repair and Condition by the

Company to erect Gates for the Protection of adjoining Lands.

the said Company; and for the Purpose of enabling the said Company to make and erect such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, and from Time to Time to maintain the same, the said Company, their Agents, Surveyors, and Workmen, are hereby authorized and empowered to enter into and upon all Lands adjoining to the said Railway, and to load and carry away the Materials for making or repairing such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages, in Carts and other Carriages, across or along such Lands, in such Manner as to do as little Damage as may be to the same; and in case the said Company shall refuse or neglect to make or erect or to maintain such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as herein-before directed, or any of them, for the Space of Ten Days next after the Time to be appointed for those Purposes respectively by such Justices, it shall be lawful for the respective Owners or Occupiers of the said Lands who shall find themselves aggrieved by such Neglect or Refusal to make and erect, or, as the Case may require, to repair and maintain, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as the said Justices shall have before directed or appointed to be made or erected as aforesaid, so that in making, erecting, repairing, and maintaining such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid the said Railway or any of the Works authorized by this Act to be made or constructed by the said Company shall not be obstructed or injured for any longer Space of Time, or be used in any other Manner, than shall be unavoidably necessary for the doing thereof; and all the reasonable Costs and Charges thereof, to be settled and allowed by the said Justices, shall be repaid to the respective Owners or Occupiers of the said Lands who shall have so made and erected, repaired and maintained, such Gates, Bridges, Arches, Hollows, Culverts, Fences, Ditches, Drains, and Passages as aforesaid, by the said Company, within the Space of Five Days next after the same shall have been so settled and allowed, and an Account and Demand in Writing shall have been delivered to and made from the said Company; and in default of Payment of the said Costs and Charges within the Time aforesaid the said Justices are hereby required, by Warrant under their Hands and Seals, to levy the said Costs and Charges by Distress and Sale of any of the Goods and Chattels of the said Company, for the Use of the Party to whom such Costs and Charges shall have been allowed, rendering to the said Company the Overplus (if any), on Demand, after deducting the reasonable Charges of making such Distress and Sale, to be settled by the Justices; and the said Owners or Occupiers, upon Refusal or Neglect by the said Company to pay the said Costs and Charges as aforesaid, shall and may also have such and the like Remedy against them for the Recovery thereof by Action at Law as in other Cases is by this Act directed: Provided always, that no such Gate, Bridge, Arch, Hollow, Culvert, Fence, Ditch, Drain, or Passage shall be required to be erected or made, or shall be erected or made, over or under the said Railway or any Part thereof, at or in the Place or Manner at or in which the same would if so made prevent or obstruct the working or using of the said Railway.

LXXX. Provided always, and be it further enacted, That if any of the Owners or Occupiers of any Lands through which the said Railway shall be made at any Time apprehend that any of the Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, or Passages which the said Justices shall have so directed or appointed to be made or erected by the said Company are insufficient, either in Number or Situation, for the commodious Use and Occupation of the respective Lands through which the said Railway shall pass, it shall be lawful for any such Owner or Occupier, with the Consent of the said Company, upon Request made to them, or in case of their Refusal for the Space of Ten Days next after such Request, then with the Consent of the said Justices, to make and erect, at the Costs and Charges of such Owners or Occupiers, any other Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, or Passages, of the same or the like Construction or Form with those made and erected by the said Company, in, upon, or near, over, under, or by the Side of or leading to or from the said Railway, in such Places as shall be found and adjudged most convenient for the better Use, Cultivation, Improvement, or Occupation of such Lands; and such Gates, Bridges, Arches, Hollows, Culverts, Ditches, Fences, Drains, and Passages shall thenceforth be repaired and maintained by and at the Expence of the respective Owners or Occupiers for the Time being of the respective Lands the respective Owners or Occupiers of which shall have made or erected the same, so that the Passage to or upon the said Railway be not prevented or obstructed thereby for any longer Space of Time or in any other Manner than shall be unavoidably necessary.

Owners of Land empowered to erect such Gates, Bridges, and Conveniences, in case of Insufficiency of those erected by the Company.

LXXXI. And be it further enacted, That if the said Railway shall interfere with the Pipes conveying Water to the Mansion House and Estate of *Edward Hughes Ball Hughes* Esquire, called *Oatlands*, in the Parishes of *Weybridge* and *Walton-upon-Thames*, the said Company shall at their own Expence, as soon as possible, relay the said Pipes, so that there may be no Obstruction to the Passage of Water from its Source to the Mansion House and Estate, and so far as such Pipes shall have been or shall be interfered with by the said Railway, the said Company shall, at their Expence, maintain the same at all Times thereafter in a proper State of Repair; and it shall be lawful for the said Company at any Time or Times at their Expence to alter the Course or Line of the Pipes supplying Water as aforesaid, but so that the same be as effectual for the Purposes of such Supply as the present Line; and it shall be lawful for the said Company for the Purposes aforesaid to enter on the said Estate of the said *Edward Hughes Ball Hughes*, making good all Damage occasioned thereby; and the Powers, Provisions, Directions, and Regulations herein contained with respect to Gates and other Works for the Protection and Convenience of the Lands adjoining the said Railway, and the Owners and Occupiers thereof, shall extend and apply to the laying down and maintaining Pipes, and altering the Course or Line of Pipes, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated with respect to such Pipes and Course or Line of Pipes.

For preserving the Supply of Water to Oatlands,

Company to fence off the Railway from the adjoining Lands.

LXXXII. And be it further enacted, That the said Company shall and they are hereby required, at their own Expence, after any Land shall have been taken for the Use of the said Railway and other Works, to separate the same and to keep the same constantly separated from the Lands adjoining such Railway and other Works with good and sufficient Posts, Rails, Hedges, Ditches, Mounds, or other Fences, in case the Owners of such Lands adjoining to such Railway and other Works or any of them respectively shall at any Time desire the same to be fenced off, or in case the said Company shall think proper to fence off the same instead of erecting Gates across the same as aforesaid, and shall make and maintain all necessary Gates and Stiles in all such Fences to be made as aforesaid (all such Gates being made to open towards such Land, and not towards the said Railway); and in every such Case the Powers, Provisions, Directions, and Regulations herein-before contained with respect to the Gates and other Works aforesaid shall extend and apply to the making and maintaining of such Fences, and the Gates and Stiles in such Fences, as fully and effectually to all Intents and Purposes as if such Powers, Provisions, Directions, and Regulations were here repeated with respect to such Fences, Gates, and Stiles; and before the said Company shall proceed to cut through or excavate any of the Lands of *Edward Hughes Ball Hughes* mentioned in the Schedule to this Act they shall at their Expence make and set up on each Side of such Part of the said Lands which shall be taken for the Purposes of this Act, and all Times thereafter maintain, a good and substantial Oak Fence at least Six Feet in Height.

No Wharfs, &c. to be made on the Estate of E. H. Ball Hughes.

LXXXIII. And be it further enacted, That no Wharfs, Yards, Stations, Landing, Watering, Loading, and Unloading Places or Buildings shall at any Time or Times hereafter be made or erected upon any Part of the Lands of the said *Edward Hughes Ball Hughes* in the Parishes of *Weybridge* and *Walton-upon-Thames*.

Gates opening upon the Railway to be shut when passed through.

LXXXIV. And be it further enacted, That all Persons opening any Gate set up at either Side of the said Railway to communicate with the adjoining Land shall and they are hereby respectively required, as soon as they, and the Carriages, Cattle, or other Animals or Things under their Care, shall have passed through the same, to shut and fasten the said Gate; and every Person neglecting so to do shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Company to make Drains to carry the Water off adjoining Lands, and to make and supply Watering Places for Cattle.

LXXXV. And be it further enacted, That the said Company shall make, and they are hereby required at their own Expence to make, such Arches, Tunnels, Culverts, Drains, or other Passages over, under, or by the Side of the said Railway, and the Fences on the Sides thereof respectively, of such Breadth, Depth, and Dimensions as shall be sufficient at all Times to convey the Water as clearly from the Lands adjoining or lying near to the said Railway as before making the said Railway, without obstructing or impounding the same Water to the Prejudice of any of the said Lands, and also to make proper Watering Places for Cattle in all Cases where by means of the said Railway the Cattle of any Person occupying Lands adjacent thereto shall

shall be deprived of as easy Access as before to their ancient Watering Place, and to supply the same at all Times with Water from such Rivers, Brooks, Drains, or Springs of Water as would have supplied the Cattle of such Person if such Railway had not been made, or from any other Source or Feeder which can readily be obtained for that Purpose; and it shall be lawful for the said Company and they are hereby required from Time to Time to make such and so many Watercourses and Drains by the Side of, along, or under the said Railway, or in, through, over, or across any Lands thereto adjoining, of such Dimensions, and in such Manner, and with such proper and convenient Bridges over and Tunnels for the same respectively, as any Two or more Justices of the Peace for the said Town and County of the Town of *Southampton*, or for either of the said Counties of *Southampton* and *Surrey* (as the Case may require), shall from Time to Time judge necessary and appoint, in case there shall be any Dispute about the same, for the Purpose of conveying Water from such River, Brooks, or Springs, or other Sources or Feeders, to the said Watering Places respectively; and all such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages shall from Time to Time be supported, maintained, cleansed, and kept in good and sufficient Repair by the said Company; and if at any Time after Seven Days Notice in Writing shall be given by or on behalf of any Owner or Occupier of Land adjoining or lying near to the said Railway to the said Company, that the said Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, or any of them, are not made, or being made are not cleansed, maintained, and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to make or cleanse, maintain and repair, as the Case may be, such Arches, Tunnels, Culverts, Drains, Watercourses, or other Passages, it shall be lawful for any Person to apply for an Order in Writing from any Two or more Justices of the Peace for the said Town and County of the Town of *Southampton*, and for either of the said Counties of *Southampton* and *Surrey*, as the Case may require, from Time to Time as often as there shall be Occasion, and the said Justices are hereby empowered at their Discretion to make and grant such Orders as aforesaid enabling such Person to make or cleanse and repair such Arches, Tunnels, Culverts, Watercourses, Drains, and other Passages accordingly; and the reasonable Expences thereof, to be ascertained by such Justices, shall be defrayed by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Ten Days after Demand thereof made upon the said Company, such Expences shall and may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company, in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered upon or from the said Company.

LXXXVI. And be it further enacted, That it shall be lawful for the Owners and Occupiers of the respective Lands adjoining or lying near to the said Railway, and for all other Persons, to lay down, either upon their own Lands or upon the Lands of any other Persons, with the Consent of such other Persons, any collateral Branches from their respective Lands to communicate with the said Railway; and the said Company shall be bound to make, at the Expence of such Owners and Occupiers

Owners of adjoining Lands, or other Persons, may make Branches to communicate with the Railway.

Occupiers and other Persons as aforesaid, Openings in the said Railway for effecting such Communication in such Places only where the said Communication can be made without Prejudice or Injury to the said Railway; and the said Company shall not be bound to make any such Openings in any Place or Places where they shall have erected, built, made, or set up any Buildings, Steam Engines, Works, Machinery, or Yard, nor in any Place or Places which the said Company shall have appropriated or set apart for any specific Purpose with which such Communication would interfere; and in case any Disagreement or Difference shall arise between any such Owners and Occupiers or other Persons and the said Company as to the proper Places for making any such Openings in the said Railway for the Purpose of Communication, then the same shall be left to the Decision of any Two or more Justices of the Peace for the County or Place wherein the Place where such Communication shall be proposed to be made shall be situated, whose Determination shall be binding, and such Justices are hereby authorized and empowered to take cognizance of all such References, and to act therein accordingly; and the said Company shall not receive any Rate, Toll, or Sum for the passing of any Goods or other Things along such Branches so to be made by any such Owner, Occupier, or Person as aforesaid.

Owners of adjoining Lands may make Roads, Bridges, &c. over, under, across, or into the Railway, subject to the Superintendence of the Company's Engineer.

LXXXVII. Provided always, and be it further enacted, That nothing herein contained shall extend to prevent any Owner of any Lands adjoining to the said Railway from making any Railway, common Road, Watercourse, Bridge, or Culvert to, from, across, over, under, or into the said Railway hereby authorized to be made by the said Company, and to use such first-mentioned Railway, common Road, Watercourse, Bridge, or Culvert for the Benefit of himself and all other Person and Persons to whom he may from Time to Time give Leave, so that such Railway, common Road, Watercourse, Bridge, and Culvert do no Injury to and do not prevent the free Passage upon the said Railway hereby authorized to be made by the said Company, and so as every such Railway, common Road, Watercourse, Bridge, and Culvert be made and erected and from Time to Time repaired and renewed under the Superintendence of the Engineer from the Time being of the said Company, and according to Plans, Sections, and Specifications to be submitted to and approved of by such Engineer previously to the commencing of every such Railway, common Road, Watercourse, Bridge, or Culvert respectively: Provided always, that in case such Engineer shall neglect or refuse to give his Opinion upon such Plan and Specification within the Space of One Calendar Month from the Time of the same being submitted to him, then such Plan and Specification shall be submitted to Two Justices of the Peace for the Town and County of the Town of *Southampton*, or either of the said Counties of *Surrey* and *Southampton* (as the Case may be), who shall make such Order thereon as they shall think proper: Provided nevertheless, that in case any Damage or Obstruction shall be thereby, or by the Want of Repair thereof, done or occur to the said Railway or Works hereby authorized to be made by the said Company, the same shall be forthwith repaired or removed (as the Case may be) by and at the Expence of the respective Owners of the Land for whose Benefit any such other Railway, common Road,
Watercourse,

Watercourse, Bridge, or Culvert may be made or continued; and if the same shall not be forthwith done it shall be lawful for the said Company to repair such Damage or to remove such Obstruction, and to recover the Expences attending the same, in case of Refusal or Neglect to pay the same within Seven Days after Demand thereof, by Distress and Sale of the Goods and Chattels of such respective Owners, or by Action of Debt or on the Case in any of His Majesty's Courts of Record at *Westminster*.

LXXXVIII. And be it further enacted, That the said Company shall meet together at the *City of London* Tavern in the *City of London*, or at some other convenient Place in the said *City*, within Three Calendar Months next after the passing of this Act, between the Hours of Ten of the Clock in the Forenoon and One of the Clock in the Afternoon, of which Meeting Fourteen Days Notice at the least shall be given in manner herein-after mentioned, and shall then and there proceed in the Execution of this Act; and from and after such First General Meeting of the said Company there shall be a Half-yearly General Meeting of the said Company in the Month of *February* and the Month of *August* in each and every Year, and also such and so many Special General Meetings of the said Company as the Directors of the said Company shall think proper to convene, or as shall be convened in manner herein-after provided, of which said General Meetings and Special General Meetings Fourteen Days public Notice at the least shall be given in the Manner herein-after mentioned; and every such Notice of a Special General Meeting shall specify the Purpose for which such Special General Meeting is called; and such First General Meeting of the said Company, and all other General Meetings and Special General Meetings of the said Company, may be adjourned from Time to Time as shall be found expedient.

First and other General Meetings of the Company.

LXXXIX. And be it further enacted, That a Special General Meeting of the Proprietors of the said Company may be called at any Time by the Directors for the Time being, or any Four of them, if they shall see Occasion; and any Forty or more Proprietors of the said Company, holding in the Aggregate One thousand Shares or upwards in the said Undertaking, upon which all Calls actually previously made shall have been paid and satisfied, may at any Time, by Writing under their Hands left at the Office of the said Company, or given to at least Three Directors of the said Company, or left at their last or usual Places of Abode in *England*, require the Directors of the said Company to call a Special General Meeting of the Proprietors of the said Company to be held in *London*, so as such Requisition fully express the Object for which such Special General Meeting is required to be called; and the said Directors are thereupon required to call such Meeting accordingly, provided that in every such Case Notice of such Meeting (whether called in pursuance of any such Requisition or not) be given in manner herein-after provided, and which Notice shall express the Object for which such Special General Meeting is called; and in case of Neglect or Refusal of the said Directors to call such Meeting for the Space of Twenty-one Days next after such Requisition given or left as aforesaid, the same may

Special General Meetings may be convened.

be called by such Forty or more Proprietors by giving Fourteen Days Notice thereof by Advertisement in Two or more *London* Newspapers, and in One or more Newspapers usually circulated within the Counties of *Surrey* and *Southampton*, and the Town and County of the Town of *Southampton* respectively such Notice expressing the Object for which such Special General Meeting is required to be called; and the said Company are hereby authorized to meet in pursuance of such Notice; and such of the Proprietors thereof as shall be present at such Meeting shall proceed to the Execution of the Powers by this Act given to the said Company with respect to the Matters so specified in such Notice; and all Acts and Resolutions of the major Part in Votes of the Proprietors of the said Company met together at any such Special General Meeting shall be as valid and binding, with respect to the Matters specified in such Notice, as if the same had been done or resolved at a Half-yearly General Meeting held at the Time herein-before appointed for holding the same.

As to the Notice required previous to any General or Special General Meetings.

XC. Provided always, and be it further enacted, That all Notices herein directed to be given of any General or Special General Meeting of the Proprietors of the said Company, or of any Adjournment thereof respectively, or of any other Matters, to any of the Proprietors of the said Company, and not herein otherwise provided for, shall be signed by the Secretary of the said Company, and shall be given by Advertisement inserted in Two or more *London* Newspapers, and in One or more Newspaper or Newspapers usually circulated in the Counties of *Surrey* and *Southampton* and the Town and County of the Town of *Southampton* respectively; and such Notices, when so published and given, shall be deemed and considered the same as personal Notices.

Business at Special and adjourned General Meetings.

XCI. And be it further enacted, That no Business shall be transacted at any Special General Meeting other than the Business for which it shall have been called, and no Business shall be transacted at any adjourned General or Special General Meeting other than the Business left unfinished at the Meeting from which such Adjournment shall have taken place.

General Meetings to consist of Fifteen Persons possessed of Five hundred Shares at least.

XCII. Provided always, and be it further enacted, That if at any such General Meeting there shall not be Fifteen Proprietors present who shall be Holders of at least Five hundred Shares in the Aggregate, within Two Hours from the Time appointed for such Meeting, no Choice of Directors shall be made, nor shall any Business be done, but in such Case there shall be another Meeting of the said Company at the same Place and the same Hour at the Expiration of Fourteen Days then next; and if at such adjourned Meeting there shall not be Fifteen Proprietors present who shall be Holders of at least Five hundred Shares in the Aggregate within Two Hours from the Time appointed for such adjourned Meeting, such adjourned Meeting shall adjourn to the Seventh Day next following; and if at such further adjourned Meeting there shall not be present Fifteen Persons who shall be Holders of at least Five hundred Shares as last aforesaid within the Time last aforesaid, such last-mentioned Meeting shall stand further adjourned to the Seventh Day next following; and in

case such Number of Persons qualified as aforesaid shall not then be present, the Directors for the Time being shall continue to act and have the same Powers as they had and were possessed of until the next General Half-yearly Meeting, or until new Directors shall be appointed.

XCIII. And be it further enacted, That at all General and Special General Meetings of the said Company the Chairman of the said Directors, or in his Absence the Deputy Chairman of the said Directors, or in his Absence any Director of the said Company to be chosen at any such Meeting, or in the Absence of all the Directors any Proprietor to be chosen at such Meeting, shall preside as Chairman.

Who is to preside at Meetings of the Company.

XCIV. And be it further enacted, That at all General and Special General Meetings to be convened by virtue of this Act all Corporations and Persons who shall respectively have duly subscribed for or become the Proprietors of or entitled to Ten Shares each or upwards in the said Undertaking, and their respective Successors, Executors, Administrators, and Assigns, shall have and be entitled to a Vote or Votes in respect of such Shares respectively according to the Scale herein-after mentioned; (that is to say,) every Proprietor holding Ten or more Shares and less than Twenty-five Shares shall be entitled to One Vote, and holding Twenty-five or more Shares and less than Fifty Shares to Two Votes, and holding Fifty or more Shares and less than One hundred Shares to Three Votes, and holding One hundred or more Shares and less than One hundred and fifty Shares to Four Votes, and holding One hundred and fifty or more Shares and less than Two hundred Shares to Five Votes, and holding Two hundred Shares or upwards to Six Votes; provided nevertheless, that no Corporation or Person shall have more than Six Votes in their or his own Right; and such Vote or Votes may be given by such respective Parties, or in their Absence by their respective Proxies constituted under the Seals of such Bodies, or under the Hands of the other Proprietors appointing such Proxies, all such Proxies being Proprietors of Shares in the said Undertaking; and every such Vote by Proxy shall be as good and sufficient to all Intents and Purposes as if the Principal had voted in Person; and every Question, Matter, or Thing which shall be proposed in any General or Special General Meeting of the said Company shall be determined by a Majority of Votes and Proxies then present, and the Determination of such Majority shall bind the Meeting, such Majority to be ascertained by a Show of Hands or by Ballot, or in such other Manner as shall from Time to Time be provided by any Bye Law of the said Company, or subject thereto, (and in default thereof by any Regulation of the Directors of the said Company,) or subject to any such Bye Law or Regulation, or in default thereof by the Chairman at such Meeting; and at every such Meeting the Chairman thereof shall and may not only vote as a Principal and Proxy, but in case of any Equality of Votes shall and may also have a further or the dividing or casting Vote; and the Appointment of every such Proxy may be made according to the Form following, or as near thereto as the Quality, Nature, and Number of the Appointer or Appointers of the Proxy thereby

Scale of Votes and Mode of voting at Meetings.

thereby constituted, and other Circumstances, will admit; (that is to say,)

Form of Proxy.

‘ *A. B.* of one of the Proprietors of The *London and Southampton* Railway Company, doth hereby appoint *C. D.* of to be the Proxy of the said *A. B.* to vote or give his Assent to or Dissent from any Business, Matter, or Thing relating to the said Undertaking which shall be proposed at any General or Special General Meeting of the said Company, or at the General Meeting to be held on the Day of in such Manner as he the said *C. D.* shall think proper. In witness whereof the said *A. B.* hath hereunto set his Hand [or Common Seal] the Day of

As to voting when a Share is vested in more than One Person.

XCV. And be it further enacted, That whenever Two or more Proprietors shall be jointly possessed of or entitled to any Share in the said Undertaking, all such Proprietors shall be entitled to give their Votes in respect of such Share so jointly held by the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share, and whose Vote shall on all Occasions be deemed and allowed to be the Vote for or in respect of the whole Property in such Share, without Proof of the Concurrence of the other Proprietor or Proprietors of such Share.

Lunatics and Minors to vote by Committees and Guardians.

XCVI. And be it further enacted, That in case any Proprietor entitled to vote at any such Meeting as aforesaid shall be a Lunatic or an Idiot or a Minor under the Age of Twenty-one Years, such Lunatic or Idiot shall or may vote at such Meetings by his Committee or by any of his Committees, and such respective Committees may vote in respect of the Interest in such Lunatic or Idiot either in Person or by Proxy; and such Minor shall and may vote by his Guardian or by any of his Guardians, and such respective Guardians may vote in respect of the Interests of such Minor either in Person or by Proxy; provided that every such Committee or Guardian may also vote in right of his own Share as well as in the Character of Committee of any Lunatic or Idiot, or of Guardian of any Minor, on the same Occasion.

Proprietors in arrear for Calls not to vote.

XCVII. Provided also, and be it further enacted, That no Proprietor of any Share on which any Call made shall remain unpaid shall at any Meeting of the Proprietors of the said Company be allowed to vote, either personally or by Proxy, until the Money payable in respect of such Share pursuant to such Call shall have been fully paid, unless the Time of Payment thereof shall not have expired.

Orders and Proceedings to be entered in a Book, and to be Evidence.

XCVIII. And be it further enacted, That the Orders and Proceedings of every Meeting (as well General as Special) of the said Company shall be entered in some Book or Books to be provided and kept for that Purpose, and shall be signed by the Chairman of such Meeting; and such Orders and Proceedings when so entered and signed, and also the Minutes or Entries herein-after provided to be kept

kept of the Orders and Proceedings of the Directors, when signed as herein-after ordered, shall be deemed original Orders and Proceedings, and shall be allowed to be read in Evidence in all Courts, and before all Judges, Justices, and others, and that without Proof of such Meeting having been duly convened, or of the Persons making or entering such Orders or Proceedings being Proprietors or Directors of the said Company, as the Case may be.

XCIX. And be it further enacted, That it shall be competent to any General or Special General Meeting to call for, inspect, and examine the Accounts of the said Company, and of the Directors, and of the Receivers and Collectors of the Rates, Tolls, or other Sums, and of the Officers of the said Company; and also in like Manner to call for, inspect, and examine all Rules, Regulations, Accounts, Books, Vouchers, Memorandums, and Documents relating to the said Company or to the Business thereof; and to call for any Information or Explanation from the Directors, Secretary, and other Officers of the said Company in respect of the said Matters or any of them; and also to give and allow to the Directors for the Time being collectively, or to each or any of them individually, such Remuneration, Salary, or Allowance for his or their Time and Trouble in attending to or conducting the Business of the Company as by such Meeting shall be deemed fit; and also to allow and confirm the Accounts of the Company, so as to bind all the Proprietors for the Time being, and all Persons claiming under them; and generally to consider and decide upon any Business, Matter, or Thing relating to the said Company, and the Affairs and Concerns thereof.

Powers of
General and
Special Meet-
ings.

C. And be it further enacted, That the said Company shall have full Power and Authority, by the Resolution of any General or Special General Meeting as aforesaid, from Time to Time to make such Bye Laws, Rules, and Orders as to the said Company shall seem right and proper for the good Government of the Officers and Servants of the said Company, and for regulating the Proceedings and reimbursing the Expences of the said Directors, and for the Management of the said Undertaking in all respects whatsoever, and from Time to Time to alter and repeal such Bye Laws, Rules, and Orders, or any of them, and to make others, and to impose and inflict such reasonable Fines and Forfeitures upon all Persons offending against the same as to the said Company shall seem meet, not exceeding the Sum of Five Pounds for any One Offence, such Fines and Forfeitures to be levied and recovered as any Penalties and Forfeitures may by this Act be levied and recovered; which said Bye Laws, Rules, and Orders, being reduced into Writing under the Common Seal of the said Company, shall be printed and published; and such of the said Bye Laws, Orders, and Rules as shall subject any Person not being a Proprietor to any Fine or Penalty, so printed and published as aforesaid, or painted on Boards, shall be hung up and fixed and continued on the Front or other conspicuous Part of the several Toll Houses to be erected on the said Railway, and other Buildings or Places at which any Rates, Tolls, or other Sums shall be received under the Authority of this Act, and shall from Time to Time be renewed as often as the same or any Part thereof shall be obliterated or destroyed; and all

General and
Special
General
Meetings
may make
Bye Laws.

such Bye Laws, Rules, and Orders as aforesaid shall be binding upon and be observed by all Parties, and shall be sufficient in all Courts of Law or Equity to justify all Persons who shall act under the same; provided that such Bye Laws, Rules, or Orders be not repugnant to the Laws of that Part of the United Kingdom of *Great Britain* and *Ireland* called *England*, or to any of the Provisions in this Act contained; and also such Bye Laws, Rules, and Orders shall be subject to appeal in Manner herein-after mentioned.

Power to
consolidate
Two Shares
into One.

CI. And be it further enacted, That it shall be lawful for any General or Special Meeting to alter and vary the Amount of the Shares into which the Capital or Joint Stock of the said Company is hereby declared to be divided, by consolidating Two of such Shares of Fifty Pounds each into One Share of One hundred Pounds: Provided always, that in case of such Consolidation being made or taking place every Proprietor of any One or more such Share or Shares of One hundred Pounds each shall, as regards the Number of Votes to which he shall be entitled, and the several Provisions of this Act in which the holding a certain Number of Shares by One or more Proprietors is made a necessary Qualification for any Purpose (but no further), be deemed to be a Proprietor of Two Shares in the said Undertaking in respect to each and every Share of One hundred Pounds so held by him.

Management
to be vested
in 15 Direc-
tors;

their general
Duties and
Powers.

CII. And be it further enacted, That the Business and Concerns of the said Company shall be carried on under the Management of Fifteen Directors to be chosen from Time to Time from amongst the Proprietors for the Time being of the said Company, qualified by holding Twenty Shares or upwards each; and such Directors shall have the general Management, Direction, and Superintendence and Controul of the Business and Concerns of the said Company, and the Custody of the Common Seal of the said Company, with Power to use the same on their Behalf, and also the Custody of the Books of Account, and other Books, Deeds, and Papers, and shall have Power to direct the Investment, calling in, and laying out, Sale and Disposal of the Stock, Effects, Funds, Monies, and Securities of the Company, and all other the Dealings of the Company, and to call and appoint the Times and Places of holding General and other Meetings of the Proprietors, and to superintend, direct, and controul the Correspondence and Mode of keeping the Accounts, and the Ascertainment of Dividends and the Profits on Shares, and to do all other Things necessary or deemed by them proper or expedient for carrying on the Business and Concerns of the Company, and to enforce, perform, and execute all the Powers, Authorities, Privileges, Acts, and Things in relation to the said Company, and to bind the said Company as if the same were done by the whole Corporation, except such as are hereby required to be done at some General or Special Meeting of the said Company; and that the Directors for the Time being shall have Power to frame Rules and Regulations, and prescribe the Orders and Directions, for carrying on the Business and Concerns of the said Company, and alter and vary the same from Time to Time as they in their Discretion shall think fit; and all such Rules and Regulations shall have the Force of Bye Laws, provided the same be not repugnant to any of the Provisions
of

of this Act, nor to any Bye Law which may have been duly passed at any General or Special Meeting of the Proprietors of the said Company; and that no individual Proprietor not being a Director (except as herein-after provided) shall have a Right to any Interference, Management, Direction, or Controul in or over the Business and Concerns of the said Company, or the Capital Stock or Effects thereof.

CIII. And be it further enacted, That the Honorable *Peter Boyle de Blaquiére, John Easthope, George Henderson, John Hibbert, Ambrose Humphrys, William Edmund Jerningham, Edwin Godden Jones, John King, James Mackillop, John Story Penleaze, Robert Sheddon, James Whitchurch, William Colson Westlake, Robert Williams, and John Wright* shall be and they are hereby appointed the first or present Directors of the said Company under this Act, and they shall (unless they or any of them shall sooner die, resign, or become disqualified as herein-after mentioned,) continue in Office until the First General Half-yearly Meeting of the said Company to be held in the Year One thousand eight hundred and thirty-eight; and at such First General Half-yearly Meeting in the Year One thousand eight hundred and thirty-eight, and at each First General Half-yearly Meeting in the Four following Years, Three of the said first or present Directors (to be determined by Ballot among themselves) shall go out of Office, and at each First General Half-yearly Meeting in every subsequent Year the Three Directors who shall have been longest in Office since their last Election shall go out of Office, and at every General Half-yearly Meeting at which Three Directors are to go out of Office as aforesaid Three new Directors shall be elected: Provided nevertheless, that it shall and may be lawful for the Proprietors at any General Meeting to reduce the Number of Directors for carrying this Undertaking into effect, and to declare which of the Directors hereby appointed or to be hereafter appointed shall retire from the Direction: Provided also, that the Number of Directors shall never be reduced below the Number of Twelve.

Present
Directors.

As to going
out of Office,
and Election
of Directors.

CIV. Provided always, and be it further enacted, (notwithstanding any thing herein-before contained to the contrary,) That any Director who shall by Ballot or Rotation go out of Office as aforesaid may be immediately or at any future Time re-elected by the said Company as a Director of the said Company, and after such Re-election he shall, with reference to the going out in Rotation, be considered as a new Director.

Directors
going out of
Office to be
re-eligible.

CV. Provided always, and be it further enacted, That no Person holding any Office, Place, or Employment, or being concerned or interested in any Contract under the said Company, shall be capable of being chosen, or being so chosen of continuing, a Director of the said Company, nor shall any Director be capable of accepting any Office, Place, or Employment, or of taking or being concerned or interested in any Contract under the said Company; and in either of the said last-mentioned Cases the Parties so offending shall forfeit the Sum of Fifty Pounds during the Time he shall be a Director of the said Company; and if any Director of the said Company shall at any Time subsequent to his Election accept or continue to hold any other Office

Person hold-
ing Office not
to be a
Director.

Office or Place of Trust or Profit under the said Company, or shall, either directly or indirectly, be concerned in any Contract with the said Company, or shall participate in any Manner in any Work to be done for the said Company, or shall at any Time cease to be a Proprietor of Twenty Shares at least in the said Undertaking, the Office of such Director shall thereupon become vacant, and he shall thenceforth be disqualified from voting or acting at any succeeding Meeting of Directors: Provided nevertheless, that until the Disqualification of any Director shall have been communicated to and recorded by a Court of Directors every Act and Proceeding to which such disqualified Director shall have been a Party shall be as binding and effectual as if no such Disqualification had taken place: Provided also, that it shall be lawful for any General Meeting to exempt any particular Person or Persons from the Operation of this present Clause in case they shall deem it advantageous so to do.

For supply-
ing casual
Vacancies in
Direction.

CVI. And be it further enacted, That when and so often as any of the Directors herein-before appointed, or any Director to be elected by virtue of this Act, shall die, or resign, or become disqualified or incompetent to act as a Director, or shall cease to be a Director by any other Means than by going out of Office as aforesaid, it shall be lawful for the remaining Directors to elect some other Proprietor duly qualified as aforesaid to be a Director, and every such Proprietor so elected to fill up any such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be elected would have been entitled to continue in Office had he lived and remained in Office.

Directors
may appoint
Committees.

CVII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to nominate and appoint out of their own Body One or more Committee or Committees with such Powers and Authorities as the said Directors shall think proper to delegate or entrust to them (save and except nevertheless the making of Calls for Money upon the Proprietors of the said Undertaking); and that all Matters and Things which a Court of Directors shall order and direct to be done by such Committee or Committees shall and may by virtue of such Orders be done by such Committee or Committees; and it shall be lawful for the said Directors, by an Order or Resolution of a Court of Directors for that Purpose, to break up and dissolve any such Committee, and to remove or displace any of the Members thereof, and to appoint others in their Place and Stead; or to appoint from Time to Time One or more other Committee or Committees in manner aforesaid, with such and the like or any other Powers or Authorities, when and so often as the said Directors shall think expedient.

For the In-
demnity of
the Directors.

CVIII. And be it further enacted, That the Directors, their Heirs, Executors, and Administrators, shall be indemnified and saved harmless from and against all Payments made or Liability incurred, and all Acts, Deeds, Matters, and Things executed, done, or ordered, and all Sums of Money, Losses, Costs, Charges, and Damages which they shall incur in the Execution of the Powers and Authorities hereby granted to them; and they shall be so indemnified out of the Assets for the Time being of the Company, and if necessary by Calls for that Pur-

pose of the Capital which may remain unpaid; and the Directors for the Time being of the Company shall apply the then existing Funds, Assets, and Capital of the Company for the Purposes of such Indemnity and Reimbursement.

CIX. And be it further enacted, That the Directors for the Time being of the said Company shall meet together at the Office of the said Company once at least in every Two Calendar Months, and at such other Times as they shall think proper, and at such other Times as they shall be convened as herein-after mentioned, and each of such Meetings shall be styled "A Court of Directors;" but no Meeting of Directors shall be deemed a Court competent to enter and determine upon Business unless at least Five Directors shall be present at the Commencement of the Business, and when a Decision takes place upon the Whole or any Part of the Business; and that if on the Day appointed for such Meeting a sufficient Number of Directors to constitute a Court shall not attend, then and in every such Case the said Meeting shall be adjourned to the next or some subsequent Day by the Directors then present, but if none be present then by the Secretary of the said Company, or such other Person as shall attend in his Place; and that any Director shall be at liberty to call an Extraordinary Meeting of Directors upon such Notice and in such Manner, and to consist of at least such Number (not being less than Five), as shall from Time to Time be provided by the Bye Laws of the Company or the Orders of the Court of Directors; and it is hereby declared and directed, that the First Meeting of the said Court of Directors shall be held on the First *Tuesday* of the Second Month next after the passing of this Act, at the Office of the Company, at Twelve of the Clock at Noon.

Meeting of
Directors.

CX. And be it further enacted, That at the First Meeting of the Directors which shall be held next after the passing of this Act, or at some Adjournment thereof, and at the First Meeting of Directors which shall be held next after the First Appointment of the said Directors under the Provision herein contained, or some Adjournment thereof, and in subsequent Years at the First Meeting of Directors after a new Election of Directors, or at some Adjournment thereof, the Directors present at such Meeting of Directors shall choose out of the Directors of the said Company for the Time being a Chairman and Deputy Chairman of the said Directors: Provided always, that when and so often as the Chairman or Deputy Chairman of the Directors to be chosen by virtue of this Act shall die, or resign, or become disqualified, or otherwise cease to be a Director, it shall be lawful for the said Directors in like Manner at the Meeting to be held next after such Vacancy to choose some other of the said Directors to be their Chairman or Deputy Chairman; and every such Chairman or Deputy Chairman so to be chosen as last aforesaid to fill such Vacancy shall continue in Office so long only as the Person in whose Place or Stead he may be so elected would have been entitled under the Provisions of this Act to continue in Office if such Vacancy had not happened; and it is hereby declared, that in all Courts of Directors the Votes and Resolutions of the Majority of the Directors present, inclusive of the Chairman or Deputy Chairman or other Director presiding at such

Election of
Chairman
and Deputy
Chairman of
Directors.

Proceedings
at Meeting of
Directors.

Meeting, (and who shall be elected for that Purpose at such Meeting in case both the Chairman and Deputy Chairman are absent,) shall be binding; and that in case of an Equality of Votes the Chairman or Deputy Chairman or other Director presiding at each respective Meeting shall have a casting Vote besides his own Vote; and that the said Directors shall keep a regular Minute and Entry of the Orders and Proceedings at every Meeting of the said Directors, which shall be signed by the Chairman at each respective Meeting, and that the said Directors shall (if required) from Time to Time produce such Minutes to the Half-yearly General Meetings and to the Special General Meetings of the said Company, and shall in all Things obey their Orders and Directions.

Directors
may make
Calls.

CXI. And be it further enacted, That the Directors shall have full Power from Time to Time to make such Calls of Money from the several Subscribers to and Proprietors for the Time being of the said Undertaking, not exceeding in the whole, including the Sums already paid in respect of such Share, the Sum of Fifty Pounds on each Share, as they shall from Time to Time find necessary for the Purposes of the said Company, so that no such Call shall exceed the Sum of Five Pounds upon each Share in the said Undertaking, and so that the total Amount of such Calls in any One Year shall not exceed Twenty Pounds upon each Share; and that there shall be an Interval of Three Calendar Months at least between every Two successive Calls; and that such several Sums of Money so to be called for shall be paid into such Bank or Banks, or to such Person or Persons, and at such Time and Place, and in such Manner, as the said Directors shall from Time to Time order and appoint; of which Time and Place Twenty-one Days Notice at the least shall be previously given by Advertisement under the Hand of the Secretary for the Time being inserted in Two or more of the daily *London* Newspapers, and in One or more Newspapers usually circulated in each of the Counties of *Surrey* and *Southampton* and in the Town of *Southampton*.

Directors
may enter
into Con-
tracts, and
use the Com-
mon Seal

CXII. And be it further enacted, That the Court of Directors for the Time being shall have full Power and Authority on behalf of the said Company to purchase Lands, Engines, and Materials, and all other Matters and Things which they shall deem necessary or expedient for the Use of the said Undertaking, and to sell Lands hereby authorized to be sold, and generally to enter into and execute, and also to release, modify, alter, vary, and discharge, any Contract, Agreement, or Engagement, whether under Seal or otherwise, on behalf of the said Company, respecting any Matters in which the said Company may be interested, and to make and execute all Assignments and Conveyances, and all other Acts to which the Corporate Seal is required to be affixed; and that the Chairman or Deputy Chairman of the Directors for the Time being of the said Company, and in their Absence then the Directors present at any such Court as aforesaid, shall have the Power, in pursuance of the Resolution of a Court of Directors, but not otherwise, to use the Common Seal on behalf of the said Company; and that all Contracts in Writing relating to the Affairs of the said Company which shall be signed by any Five of the Directors, in pursuance of the Resolution of a Court of Directors, shall

shall be binding on the said Company and all other Parties thereto, and their respective Successors, Heirs, Executors, and Administrators; and Actions and Suits may be maintained thereon, and Damages and Costs recovered by or against the said Company, or any other Parties thereto failing in the Execution thereof.

CXIII. And be it further enacted, That the said Directors shall have full Power and Authority to direct and employ the Works and Workmen, and regulate the Traffic upon the said Railway, and the Amount of the Tolls, Dues, and Sums of Money to be taken and received under the Authority of this Act; and also from Time to Time to appoint and displace the Banker or Bankers and the Solicitor or Solicitors of the said Company, and also to appoint the Secretary of the said Company, and all such Managers, Officers, Agents, Clerks, Workmen, and Servants as the said Directors shall think proper, and to allow to them respectively, and also to any Director authorized by any General Meeting to hold any Office, Place, or Employment under the Company as aforesaid, such Salaries, Wages, Gratuities, and Remunerations as to the said Directors shall seem proper; and shall have Power from Time to Time to delegate to them respectively, by any Instrument in Writing or otherwise, such Powers and Authorities as the said Directors may deem expedient, and to vary, alter, and revoke such Powers and Authorities, and to grant and delegate others, whensoever and as often as the said Directors may think proper; and shall have Power to displace or remove any Secretary, Managers, Officers, Agents, Clerks, Workmen, and Servants, either as Occasion shall require, or as the said Directors in their Discretion shall think fit, and also from Time to Time, if deemed expedient, to appoint other Persons to fill Vacancies in their Places and Situations respectively occasioned by such Displacement or Removal as aforesaid, or by Death, Resignation, or otherwise: Provided nevertheless, that it shall not be lawful for the said Directors to fix or order what Remuneration shall be allowed to the Directors of the said Company for their Services as Directors.

Directors to direct the Works, regulate the Traffic and Tolls, and appoint Officers and Servants.

CXIV. Provided always, and be it further enacted, That the said Directors shall and they are hereby required to take sufficient Security for every Receiver, Collector, and other Officer appointed by the said Directors, having the Custody or Controul of any Monies received by virtue of this Act, for the faithful Execution of his Office, before he shall enter thereupon.

Security to be taken from Officers receiving Monies.

CXV. And be it further enacted, That if the said Company shall at any Time appoint a Clerk and also a Treasurer, it shall not be lawful for them to appoint the Person who may be appointed to act as Clerk in the Execution of this Act, or the Partner of any such Clerk, or the Clerk or any other Person in the Service or Employ of any such Clerk or of his Partner, the Treasurer for the Purposes of this Act, or to appoint the Person who may be appointed Treasurer, or the Partner of any such Treasurer, or the Clerk or any other Person in the Service or Employ of any such Treasurer or of his Partner, the Clerk to the said Company; and if any Person shall act in both Capacities of Clerk and Treasurer for the Purposes of this Act,

Treasurer and Clerk not to be the same Person.

or

or if any Person being the Partner of any such Clerk, or the Clerk or other Person in the Service or Employ of such Clerk or of his Partner, shall act as Treasurer, or shall act as Deputy of the Treasurer, or in any Manner officiate for the Treasurer, or being the Partner of any such Treasurer, or the Clerk or other Person in the Service or Employ of such Treasurer, or the Clerk or other Person in the Service or Employ of the Partner of such Treasurer, shall act as Clerk in the Execution of this Act, or shall act as Deputy of such Clerk, or in any Manner officiate for such Clerk, or if any Treasurer shall hold any Place of Profit or Trust under the said Company other than that of Treasurer, every Person so offending shall for every such Offence forfeit and pay the Sum of One hundred Pounds to any Person or Persons who shall sue for the same, to be recovered, together with full Costs of Suit, in any of His Majesty's Courts of Record at *Westminster* by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Protection, or Wager of Law, nor more than One Imparlance, shall be allowed.

Directors to keep Accounts, and record their Transactions in a Book.

CXVI. And be it further enacted, That the said Directors shall keep full and accurate Accounts of all Monies disbursed and Payments made by the said Directors, and by all Persons employed by or under them, and of all Monies which they shall receive on behalf or in respect of such Undertaking from any Collector of the Rents, Tolls, or Sums by this Act authorized, or other Officer, or from any other Person employed in or having any Concern, Dealing, or Transaction with the said Undertaking, or from any other Person on any Account for the Use of the said Company, and shall regularly enter in the Minutes or Entries of their Orders and Proceedings, to be kept as herein-before provided, Notes, Minutes, or Copies (as the Case shall require) of every Appointment, Removal, Contract, Bargain, Receipt, and Disbursement made under the Authority of this Act.

Proprietors to pay Subscriptions as called for; in default of Payment, Amount recoverable at Law, with Interest.

CXVII. And be it further enacted, That the several Parties who have subscribed or who shall hereafter subscribe for or towards the said Undertaking, and every Proprietor of any Share in the said Undertaking, shall pay and they are hereby required to pay the respective Sums of Money by them respectively subscribed for, or such Parts or Proportions thereof as shall from Time to Time be called for by the Directors by virtue of and pursuant to the Powers and Authorities of this Act, to such Persons and at such Times and Places as the Directors shall from Time to Time, in manner herein-before mentioned, direct and appoint; and if any Proprietor of any such Shares shall refuse or neglect to pay his rateable Proportion of the Money so to be called for at such Time and in such Manner as aforesaid, then and in such Case, and so often as the same shall happen, such Proprietor shall pay Interest for the same after the Rate of Five Pounds *per Centum per Annum* from the Day appointed for the Payment thereof up to the Time when the same shall be actually paid; and if any Proprietor of any such Share shall neglect or refuse so to pay such his rateable Proportion, together with Interest (if any) accruing for the same, for the Space of One Calendar Month next after the Day appointed for the Payment thereof as aforesaid, then it shall be lawful for the said Company to sue for and recover the same, with full Costs of

of Suit, in any of His Majesty's Courts of Record, by Action of Debt or on the Case, or by Bill, Suit, or Information, wherein no Essoign, Wager, or Protection of Law, nor more than One Imparlance, shall be allowed.

CXVIII. And be it further enacted, That in any Action to be brought by the said Company against any Proprietor of any Share in the said Undertaking to recover any Money due and payable to the said Company for or by reason of any Call made by virtue of this Act, it shall be sufficient for the said Company to declare and allege that the Defendant, being a Proprietor of so many Shares in the said Undertaking, is indebted to the said Company in such Sum of Money as the Calls in arrear shall amount to for so many Calls of such Sums of Money upon so many Shares belonging to the said Defendant, whereby an Action hath accrued to the said Company by virtue of this Act, without setting forth the special Matters; and on the Trial of such Action it shall only be necessary to prove that the Defendant at the Time of making such respective Calls was a Proprietor of such Shares in the said Undertaking as such Action is brought in respect of, and that such Calls were in fact made, and that Notice thereof was given as is directed by this Act, without proving the Appointment of the Directors who made such Call, or any other Matter whatsoever; and the said Company shall thereupon be entitled to recover what shall appear due, including Interest computed as aforesaid, in respect of such Calls, unless it shall appear that any such Call exceeded Five Pounds for every Share of Fifty Pounds, or was made within the Space of Three Calendar Months from the last preceding Call, or that Calls amounting to more than Twenty Pounds in the whole had been made in some One Year; and in order to prove that such Defendant was a Proprietor of such Shares in the said Undertaking as alleged, the Production of the Book in which the Secretary of the said Company is by this Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, with the Number of Shares they are respectively entitled to hold, shall be *primâ facie* Evidence that such Defendant is a Proprietor, and of the Number or Amount of his Shares therein.

Proceedings
and Evidence
in Actions for
Calls.

CXIX. And be it further enacted, That if any Subscriber for or Proprietor of any Share in the said Undertaking shall refuse or neglect to pay his rateable Proportion of the Money so to be called for as aforesaid, together with the Interest (if any) accruing for the same, for the Space of One Calendar Month after the Day appointed for the Payment thereof as aforesaid, then and in every such Case the said Directors may and they are hereby authorized to declare the Share belonging to any Person so refusing or neglecting to pay any such Call, together with Interest, in manner last aforesaid, to be forfeited, and to direct the same to be sold, subject to the Provisions of this Act, nevertheless without Prejudice to the Right of enforcing the Payment of such Call or Calls: Provided nevertheless, that no Advantage shall be taken of any Forfeiture of any Share in the said Undertaking until Notice in Writing under the Hand of Three Directors, or of the Secretary of the said Company, of such Share

Shares may
be forfeited
on Non-
payment of
Calls.

having been declared by the Directors forfeited, shall have been given or sent by the Post, or left at the last known Place of Abode in *England* of the Proprietor of such Share, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company is by this Act directed to enter and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, nor until the Declaration of Forfeiture thereof by the said Directors shall have been confirmed at a Half-yearly General Meeting of the said Company, or at a Special General Meeting of the said Company to be called for that Purpose, and to be respectively held after the Expiration of Three Calendar Months at the least from the Day on which such Notice of Forfeiture shall have been given or sent as aforesaid.

Forfeited
Shares to be
sold.

CXX. And be it further enacted, That after such Forfeiture shall have been confirmed by such Half-yearly or Special General Meeting, the said Company, by an Order to be made at a General Meeting or Special General Meeting, shall have Power to direct the said Directors to sell and dispose of the Shares so forfeited, or any of them, in manner by this Act directed; and the said Directors may and they are hereby authorized in that Case to sell and dispose of such Shares by public Auction or private Contract, and together or in Lots, or in such other Manner and for such Price as they may think fit; and an Affidavit sworn or (in case of a Quaker) an Affirmation affirmed to by some credible Person, not interested, before any Justice of the Peace, or Master or Master Extraordinary in the High Court of Chancery, stating that such Call had been made by the said Directors, and such Notice thereof as aforesaid given, and that such Default as aforesaid had been made in Payment thereof in respect of the Share so sold, and that the same Share had been declared to be forfeited, and that such Declaration had been confirmed in manner aforesaid, shall be sufficient Evidence of the Facts therein stated; and the Purchaser of such Share shall not be bound to see to the Application of his Purchase Money, nor shall his Title to such Share be affected by any Irregularity of proceeding in reference to such Sale, and any Proprietor shall be enabled to purchase such Share.

If Produce of
Sale of for-
feited Shares
be more than
sufficient to
pay the Ar-
rears of Calls,
Interest, and
Costs, the
Surplus to be
paid to the
Owners; and
no more
Shares to be
sold than suf-
ficient to
answer Ar-
rears of Calls.

CXXI. Provided always, and be it further enacted, That in case the Money produced by the Sale of any such Share as shall be forfeited by reason of the Nonpayment of any Call, or the Interest thereon, as herein authorized, shall be more than sufficient to pay all such Arrears of Calls as aforesaid, and legal Interest thereon as aforesaid, and the Expences attending the Sale thereof, or otherwise occasioned by such Forfeiture, the Surplus of such Purchase Money shall be paid, on Demand, to the Party to whom such forfeited Share shall have belonged: Provided also, that the said Company or the said Directors shall not by virtue of this Act sell or transfer more of the Shares of such Defaulter in Payment of Calls than shall be sufficient, as near as may be at the Time of such Sale, to pay the Arrears due from such Defaulter for or on account of such Call, and the Interest on and Expences attending the same; and from and after the Payment of such Call, and the Interest and Expences aforesaid, any Share vested in the said Company as aforesaid which shall remain in their Hands

unsold

unsold shall revert to and again become the Property of the Party to whom such Share shall have belonged immediately before such Forfeiture as aforesaid, in such Manner as if such Call had been duly paid ; but it is hereby expressly declared, that this Provision shall not affect the Title of any Purchaser under the Powers herein-before contained.

CXXII. And whereas in Cases in which Proprietors of Shares in the said Undertaking shall die, or marry (being Females), or become insolvent or bankrupt, or go out of the Kingdom, or shall transfer their Right and Interest therein to some other Person, and no Register shall have been made of the Transfer thereof with the Secretary of the said Company as herein-after provided, it may not be in the Power of the said Company to ascertain who are the Proprietors of such Shares in order to give them, or their respective Executors, Administrators, Husbands, Successors, or Assigns, Notice of Calls to be made on such Shares, or to maintain any Action, Suit, or other Proceeding against them, or their respective Executors, Administrators, Husbands, Successors, or Assigns, for the Recovery of the same ; be it therefore further enacted, That in all Cases where the Right of Property in any Share in the said Undertaking shall pass from the Proprietor thereof to any other Person or Corporation by any other legal Means than by a Transfer or Conveyance thereof duly made and executed in the Form and Manner herein-after specified, and such Affidavit or Affirmation as is herein-after in that Behalf directed shall have been transmitted to the said Company, then and in any of the said Cases, after Twenty-one Days Notice in Writing shall have been given, under the Hands of Three Directors or of the Secretary of the said Company, to the Person or Corporation stated or claiming in such Affidavit or Affirmation to be the then Proprietor of such Share, or left at the last or usual Place of Abode in *England* of such Person, or of the Clerk of such Corporation (as the Case may require), to pay his or their Proportion of Money to be called for, and such Person or Corporation shall not have paid such his or their Proportion as aforesaid, it shall be lawful for the said Company, at any General Meeting or Special General Meeting after the Expiration of such Notice, to declare every such Share to be forfeited ; and in such Case the same shall become forfeited, and shall and may be sold and disposed of in such Manner, on such Evidence of Title, and with such Powers and such Indemnity to Purchasers, as in other Cases of Sales of Shares forfeited for the Nonpayment of Calls thereon ; and in case there shall be no such Affidavit or Affirmation made as aforesaid, then such Notice as is herein-before directed to be given shall be served upon or left at the last known Place of Abode in *England* of the Executors or Administrators of such Proprietor so dying, or of the Husband of such Female Proprietor so marrying, or of the Assignees or Trustees of such Proprietor so becoming bankrupt or insolvent, or, in the Event of the Share having been so disposed of as aforesaid, of the last Proprietor appearing in the Books of the said Company to have been possessed of the same ; and in case the last or usual Place of Abode of such Proprietor cannot be ascertained upon Inquiry, or in case the Proprietor of the same shall be out of the Kingdom, such Notice shall

For ascertaining the Proprietorship of Shares in certain Cases, for the Purpose of enforcing Payment of Calls or declaring Shares to be forfeited.

shall be inserted once at least in the *London Gazette*; and in all such Cases after such Notices or Default being made the said Shares shall be forfeited, and shall or may be sold in manner aforesaid; and the like Evidence of the Title shall be sufficient on any Sale, and the like Indemnity to the Purchasers shall exist, as in other Cases of Sales for Nonpayment of Calls; provided that in case of Proprietors being Abroad the Shares shall not be forfeited until the Expiration of Six Calendar Months after the Day on which the Notice shall have been given as aforesaid, and inserted in the *London Gazette* as aforesaid.

Power to pay
Subscriptions
in advance.

CXXIII. And be it further enacted, That it shall be lawful for the several Proprietors for the Time being of the said Undertaking, and they are hereby empowered, whether before or after any Call or Calls shall have been paid in respect of any Shares held by them respectively, to pay in advance, in case the Directors shall think proper to accept the same, which they are hereby authorized to do, to such Person as the said Directors shall appoint, the respective Sums of Money by them respectively subscribed for, or such Part or Proportion thereof as shall be wanting (over and above the Amount, if any, actually paid in respect of such Shares,) to make up the full Sum of Fifty Pounds in respect of each such Share; and the said Company shall and they are hereby required to pay Interest at such Rate not exceeding the Rate of Four Pounds for every One hundred Pounds by the Year upon the Principal Monies which shall have been so paid in advance, or for so much thereof as shall from Time to Time exceed the Amount of the Calls which shall have been made upon the Shares in respect of which such Money shall have been paid in advance as aforesaid, as the Subscriber paying such Sum in advance and the Directors for the Time being of the said Company shall agree upon.

Interest to be
paid on the
Amount in
advance.

Names of
Proprietors
to be entered
in a Book.

CXXIV. And be it further enacted, That the said Company shall and they are hereby required from Time to Time to cause the Names of the several Corporations, and the Names and Additions and Places of Abode of the several Persons, who shall be from Time to Time respectively entitled to Shares in the said Undertaking, with the Number of Shares which they are respectively entitled to hold, and the Amount of the Subscriptions paid thereon, and also the proper Number by which every such Share shall be distinguished, to be fairly and distinctly entered in a Book to be kept by the Secretary of the said Company; and that every Proprietor of the said Undertaking (or, in the Case of a Corporation, their Clerk or Agent duly appointed,) may at all convenient Times have recourse to and peruse the same *gratis*, and may demand and have Copies thereof or of any Part thereof, paying to the said Company at and after the Rate of Sixpence for every One hundred Words so to be copied; and if any such Secretary of the said Company shall refuse to permit any such Proprietor or Agent as aforesaid to peruse such Books at all convenient Times, or refuse to make such Copy within a reasonable Period at the Rate aforesaid, he shall for every such Offence forfeit and pay the Sum of Two Pounds for the Benefit of the said Undertaking.

CXXV. And

CXXV. And be it further enacted, That whenever Two or more Persons shall be jointly possessed of or entitled to any Share in the said Undertaking, the Person whose Name shall stand first in the Books of the said Company as Proprietor of such Share shall, for the Purposes of this Act, be deemed the Proprietor of such Share; and all Notices by this Act required to be given to Proprietors of Shares in the said Undertaking shall and may, for and in respect of any such Shares so jointly held, be given to the Person whose Name shall so stand first on the Books of the said Company, or be left at the last or usual Place of Abode in *England* of such Person, or at the Place mentioned and described as his Place of Abode in the Book in which the Secretary of the said Company is by this Act directed to enter, and keep a List of the Names and Additions and Places of Abode of the several Proprietors of Shares in the said Undertaking, or be inserted in the *London Gazette* as herein-before mentioned (as the Case may require); and such Notice to such Person shall be deemed sufficient Notice to all Proprietors of such Shares so jointly held for all the Purposes for which such Notice is intended to be given.

In the Case of a Share being vested in more than One, the Proprietor whose Name stands first in the Company's Books to be deemed the Owner.

CXXVI. Provided always, and be it further enacted, That the Receipt of the Person or of any One of the Persons in whose Name or Names any Share in the said Undertaking shall stand in the Books of the said Company, shall from Time to Time be a sufficient Discharge to the said Company and Directors for any Dividend or other Sum of Money which shall become payable and be paid for or in respect of such Share, notwithstanding any Trusts upon which such Share shall be then settled or assured, and the said Company shall not be bound to see to the Application of the Money mentioned in such Receipt.

Receipt of One Proprietor of Shares sufficient.

CXXVII. And be it further enacted, That in all Cases where any Dividend or other Sum of Money shall be payable, under the Provisions of this Act, to any Proprietor of any Share in the said Undertaking who shall be a Minor under the Age of Twenty-one Years, or Idiot or Lunatic, the Receipt of the Guardian (if any), or, if not, of the Parent of such Minor, or of the Committee or One of the Committees of such Idiot or Lunatic, shall be a sufficient Discharge to the said Company and Directors for the same.

Receipt of Guardian or Parent of Minor and Committee of Lunatic sufficient.

CXXVIII. And be it further enacted, That all the Shares and Proportions of and in the said Undertaking, or the Joint Stock or Fund of the said Company, shall to all Intents and Purposes be deemed Personal Estate, and be transmissible as such, and shall not be deemed to be of the Nature of Real Property.

Shares to be Personal Estate.

CXXIX. And be it further enacted, That it shall be lawful for the several Proprietors of Shares in the said Undertaking, and their respective Executors, Administrators, and Successors, to sell or otherwise dispose of and to transfer any Share to which they shall be entitled therein, subject to the Rules and Conditions herein provided, and to such Restrictions and Regulations, if any, as the Directors may from Time to Time think necessary to impose; and the Form

Shares to be transferable.

[*Local.*]

29 B

of

of Transfer of Shares may be in the following Words, or to the like Effect, varying the Names and Descriptions of the contracting Parties as the Case may require ; (that is to say,)

Form of
Transfer.

‘ I *A. B.* of _____ in consideration of the Sum of
 ‘ paid to me by *C. D.* of _____ do hereby assign and transfer
 ‘ to the said *C. D.* _____ Share [or Shares] numbered
 ‘ of and in the Undertaking called “The *London and Southampton*
 ‘ *Railway*,” to hold unto the said *C. D.* _____ his Executors, Ad-
 ‘ ministrators, and Assigns [or Successors and Assigns], subject to the
 ‘ same Conditions as I held the same immediately before the Execution
 ‘ hereof; and I the said *C. D.* _____ do hereby agree to accept
 ‘ and take the said Share [or Shares] subject to the same Conditions.
 ‘ As witness our Hands and Seals the _____ Day of _____’

And on every such Sale the Deed or Transfer, being executed by the Seller and Purchaser, shall be produced to the said Company or the Secretary of the said Company, who shall enter in some Book to be kept for that Purpose a Note of such Transfer, and indorse the same on the said Deed of Transfer, and the said Company or Secretary is hereby required to make such Entry and Indorsement accordingly; and until such Note shall have been made and entered as before directed such Purchaser shall not be deemed a Proprietor of the Company, and shall have no Part or Share of the Profits of the said Undertaking, nor any Interest in respect of such Share paid to him, nor any Vote in respect thereof.

After a Call
no Share to
be trans-
ferred until
Calls paid.

CXXX. And be it further enacted, That no Person or Corporation shall sell or transfer any Share which he or they shall possess in the said Undertaking after any Call shall have been made by the said Directors for any Sum of Money in respect of such Share, unless he or they, at the Time of such Sale or Transfer, shall have paid the full Sum of Money which shall have been called for in respect of each Share so to be sold or transferred.

For ascer-
taining Pro-
prietorship of
Shares in
case of Mar-
riage or
Death, or of
any Change
of Interest
otherwise
than by
Transfer.

CXXXI. And whereas by the Death of or by other Events happening to Proprietors, or by the Marriage of Female Proprietors of Shares in the said Undertaking, it may be difficult to ascertain to whom such Shares, or the Dividends arising or becoming due upon such Shares, may belong or ought to be paid; be it therefore enacted, That where any Person shall claim any Part of the Profits of the said Undertaking in right of Marriage with any Female Proprietor, a Certificate of the Marriage of such Female Proprietor, certified and proved as the said Directors shall from Time to Time order or direct, shall be produced to the Secretary of the said Company; and where any Person or Corporation shall claim any Part or Share of the Profits of the said Undertaking by virtue of any Bequest or Will, or in the Course of Administration, the said Will or the Probate thereof, or the Letters of Administration or an Office Copy thereof, shall be left with the said Secretary, for not less than Seven Days, for Registration; and before such Certificate, Probate, Administration, or Copy as aforesaid, as the Case may be, shall have been so left with the Secretary, no Person or Corporation to whom any such Share shall pass in right of Marriage, or by virtue of any Bequest or Will, or in

the Course of Administration, or otherwise as aforesaid, shall be entitled to receive any Part of the Profits of the said Undertaking; or to vote or exercise any of the Privileges of a Proprietor in respect of such Share: Provided always, and it is hereby expressly declared, that the said Company shall not be bound to see to the Execution of any Trust, whether expressed or constructive, to which any Share as aforesaid shall be subject or liable.

CXXXII. And be it further enacted, That the said Directors shall cause a Book or Books to be kept by a Book-keeper, who shall be expressly appointed by the said Directors for that Purpose, and who shall enter or cause to be entered in the said Book or Books true and regular Accounts of all Sums of Money received and expended for or on account of the said Undertaking, and of the several Articles, Matters, and Things for which such Sums of Money shall have been disbursed and paid; and such Book or Books shall at all reasonable Times be open to the Inspection of any of the Proprietors of the said Company, or of any Loan Creditor for any Money to be borrowed under this Act as herein-after mentioned, without Fee or Reward, and the said Proprietors or any Creditor as aforesaid shall and may take Copies of or Extracts from the said Book or Books, or any Part thereof, without paying any thing for the same; and in case the said Book-keeper shall refuse to permit or shall not permit the said Proprietors or any such Creditor to inspect any such Book or Books, or to take such Copies or Extracts as aforesaid, such Book-keeper shall forfeit and pay for every such Offence any Sum not exceeding Five Pounds, to be levied and applied in the same Manner as other Penalties are by this Act directed to be levied and applied.

Directors to cause Accounts to be kept.

CXXXIII. And be it further enacted, That every Officer and Person who shall be employed by virtue of this Act shall from Time to Time, when thereunto required by the said Company or by the said Directors, make out and deliver to the said Company or to the said Directors, or to such Persons as they shall respectively for that Purpose appoint, a true and perfect Account in Writing under his Hand of all Monies which shall have been by him received by virtue of this Act, and stating how and to whom and for what Purpose the same shall have been disposed of, together with Vouchers and Receipts for such Payments; and every such Officer and Person shall pay all such Monies as upon the Balance of such Account shall appear to be owing from him to the Treasurer of the said Company, or to such Person as the said Company or Directors shall appoint to receive the same; and if any such Officer or Person shall refuse or neglect to render such Account, or to produce and deliver up such Vouchers and Receipts relating to the same, or to pay the Balance thereof, when required in manner aforesaid, or shall refuse or neglect to deliver up to the said Company or to the said Directors, or to such Person as they respectively shall appoint, within Fifteen Days after being thereunto required by the said Company or by the said Directors as last aforesaid, all Books, Papers, Vouchers, and Writings in his Custody or Power relating to the Execution of this Act, then and in every such Case, Complaint being made thereof by the said Company or by the said Directors, or by any other Person on their Behalf, to any Justice of the Peace for the County or Place in which such Officer or Person shall

Officers to account and deliver up their Papers.

Mode of enforcing such Payment and Delivery.

shall be or reside, such Justice may and he is hereby required, by Warrant under his Hand and Seal, to cause such Officer or Person to be brought before him, and upon his appearing, or not being to be found, to hear and determine the Matter of such Complaint in a summary Way, and to settle the said Account, if produced, in such Manner as the said Company or the said Directors might have done; and if upon the Confession of the Officer or Person against whom such Complaint shall be made, or by the Oath of any credible Witness, or by the solemn Affirmation of any Person being a Quaker, it shall appear to such Justice that any of the Monies which shall have been collected or received shall be in the Hands of or be owing from such Officer or Person, such Justice may and he is hereby empowered, upon Nonpayment thereof, by Warrant under his Hand and Seal to cause such Money to be levied by Distress and Sale of the Goods and Chattels of such Officer or Person; and if no Goods or Chattels shall be found sufficient to answer and satisfy the said Monies, and the Charges of taking and making such Distress, and of selling the same, or if such Officer or Person shall not appear before such Justice at the Time and Place appointed for that Purpose, or, if appearing, shall refuse or neglect to make out and deliver to such Justice such Accounts in Writing as aforesaid, or to produce and deliver to the said Justice the several Vouchers and Receipts relating to such Accounts, or to deliver up such Books, Papers, and Writings aforesaid, then and in any of the Cases aforesaid the said Justice may and he is hereby required by Warrant under his Hand and Seal to commit such Officer or Person to some Common Gaol or House of Correction of or for the County or Place in which such Officer or Person shall live or reside, there to remain without Bail or Mainprize until he shall have made out and delivered such Account, and have delivered up the Vouchers and Receipts (if any) relating thereto, and have delivered up such Books, Papers, and Writings (if any) as aforesaid, and shall have paid all the Money which shall appear to be in the Hands of or owing from him, and the reasonable Charges of such Distress and Sale as shall in that respect have been made, or until he shall have compounded with the said Company or with the said Directors for such Money and Charges, and have paid the Composition Money to the said Company or to the said Directors, (and which Composition the said Company and the said Directors are hereby respectively empowered to make and accept,) or have given Satisfaction in respect of such Vouchers, Receipts, Books, Papers, and Writings, to the said Company or to the said Directors: Provided always, that no Person who shall be committed for Want of sufficient Distress only shall be detained in Prison for any longer Space of Time than Six Calendar Months.

Accounts to
be made up
half-yearly.

CXXXIV. And be it further enacted, That the said Company or the Directors of the said Company shall and they are hereby required to cause a true and particular Account to be kept and to be made up twice in every Year, (that is to say,) on the Thirtieth Day of *June* and the Thirty-first Day of *December*, of the Money to be received by the said Company and by the Directors of the said Company, or otherwise, for the Use of the said Company, by virtue of this Act, and of the Charges and Expences attending the making or maintaining and carrying on the said Undertaking, and of all other the Receipts and Expenditure of the said Company and of the said Directors up to the
Period

Period at which such Account shall be made up and balanced ; which Account shall be laid before the then next Half-yearly General Meeting of the said Company herein-before directed to be held, and which Account shall be produced to any Proprietor who shall require to be allowed to examine or inspect the same at any Time within Seven Days prior to the Day of such Half-yearly General Meeting : Provided always, that if the Account so to be laid before any Half-yearly General Meeting shall not be considered satisfactory by such Meeting, then and in such Case the said Meeting shall have Power to appoint a Committee of Inspection, to consist of Ten or more Proprietors each of whom shall hold at least One hundred Shares in the said Undertaking, who shall examine into such Account, and report thereon to a future Meeting of the said Company to be held for that Purpose by Adjournment or otherwise ; and for the Purpose of such Examination the said Directors shall, on Demand, at all convenient Times cause to be produced to the said Committee or any Members thereof all Books of Account, Vouchers, and Documents in the Possession or Power of the said Directors relating to the Affairs of the said Company.

CXXXV. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered from Time to Time, at any Half-yearly General Meeting, or at a Special General Meeting to be called for that Purpose, to declare and make a Dividend out of the clear Profits of the said Undertaking, if the Majority of Proprietors present at such Meeting shall think proper so to do, and such Dividend shall be after the Rate of so much *per* Share upon the several Shares held by the Proprietors of the said Company in the Joint Stock thereof : Provided always, that such Dividends shall not be made oftener than half-yearly, and no Dividend shall be made exceeding the net Amount of clear Profit at the Time being in the Hands of the said Company, nor whereby the Capital of the said Company shall in any degree be reduced or impaired, nor shall any Dividend be paid in respect of any Share after a Day appointed for the Payment of any Call of Money in respect thereof, until such Call shall have been paid.

Power to make Dividends of Profits.

CXXXVI. And be it further enacted, That previously to any Dividend being declared out of the net Profits of the said Company it shall be lawful for the said Directors (unless otherwise directed by a General Meeting of the said Company) to set apart One Tenth Part or any less Part of such net Profits to form a Fund for the Purpose hereafter mentioned, and the remaining Nine Tenths, or other greater Parts only of such net Profits, shall in that Case be divisible among the Proprietors of the said Company, any thing herein-before contained to the contrary notwithstanding : Provided always, that if at any Time such reserved Fund shall amount to the Sum of One hundred thousand Pounds, then and in such Case the whole of such net Profits shall be divisible among the Proprietors of the said Company : Provided also, that any General or Special General Meeting of the said Company may and they are hereby authorized to order the whole of the net Profits of the said Company to be divided among the said Proprietors.

A reserved Fund to be set aside before Dividends made.

Reserved Fund to be invested in the Public Funds, and accumulated until amounting to 100,000*l.*, or ordered to be divided.

CXXXVII. And be it further enacted, That it shall be lawful for the said Directors from Time to Time to lay out and invest, in the Names of Four Trustees for and on behalf of the said Company, to be nominated by the said Directors, such One Tenth or other less Part of the said net Profits, as and when the same may be set apart as aforesaid, in such of the Public Funds or Stocks of *Great Britain* as the said Directors shall deem expedient, and from Time to Time to lay out and invest the Dividends and Interest arising from such Funds or Stocks in the same or any other Public Funds or Stocks, in order that the same may accumulate at Compound Interest until the Funds so formed shall amount to the said Sum of One hundred thousand Pounds: Provided always, that when such Fund shall by Accumulation or otherwise amount to the Sum of One hundred thousand Pounds, the Interest and Dividends thereof shall no longer be invested, but shall be applied for the general Purposes of the said Company: Provided also, that it shall be lawful for any General or Special General Meeting of the said Company to divide and dispose of the Whole or any Part of such reserved or accumulated Fund among the said Proprietors, in proportion to their Shares in the said Undertaking or otherwise, for the Benefit and Use of the said Undertaking.

Reserved Fund may be resorted to instead of making Calls upon Proprietors.

CXXXVIII. And be it further enacted, That it shall be lawful for the said Directors to resort to the reserved or accumulated Fund so to be formed as aforesaid in order to satisfy any Claims or Demands upon the said Company, instead of making any Call upon the Proprietors of the said Company for the Payment of any further Sum or Sums in respect of their Shares.

When reserved Fund reduced below 50,000*l.* Part of Profit again to be reserved, and to accumulate.

CXXXIX. And be it further enacted, That when and so often as the Fund to be formed as aforesaid shall, by reason of any Vote of any Meeting as aforesaid, or of any such Claim or Demand, or from any other Cause, have been reduced below the Sum of Fifty thousand Pounds, the One Tenth or other less Part of the net Profits of the said Company shall again in like Manner be liable to be set apart and invested, and the Interest and Dividends thereof in like Manner again to be allowed to accumulate at Compound Interest, until such Fund shall again amount to the Sum of One hundred thousand Pounds, and such reserved or accumulated Fund shall then thereafter be liable to be again divided in manner herein-before authorized.

Directors empowered to vary Securities in which reserved Fund may be invested, and to sell out the same.

CXL. And be it further enacted, That it shall be lawful for the said Directors from Time to Time as they shall think proper to vary or transpose the Funds or Stock, or any of them, in which the said Monies or reserved Fund, or any Part thereof, shall from Time to Time be invested, and also to sell and dispose of all or any Part of the said reserved Funds and Stock, and to convert the same into Money for the Purpose of satisfying any Claims or Demands upon the said Company, as herein-before mentioned.

Power to raise an additional Sum of 330,000*l.* by Mortgage.

CXLI. And be it further enacted, That in case the Money hereby authorized to be raised by Subscription as herein-before mentioned shall be found insufficient for the Purposes of this Act, it shall be lawful for the said Company, by an Order of any General or Special General Meeting of the said Company, either before or after the said Sum

Sum of One million Pounds Sterling shall have been paid, from Time to Time to borrow and take up at Interest any further or additional Sum of Money, not exceeding the Sum of Three hundred and thirty thousand Pounds, on the Credit of the said Undertaking, as to them shall seem proper; and the said Company, and the Directors of the said Company after an Order made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, the Costs and Charges of assigning the same to be paid out of such Rates, Tolls, or Sums (as a Security for any such Sum of Money to be borrowed as aforesaid with Interest), to or for the Benefit of the Party, or to his Trustee, who shall advance the same; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director or the Secretary of the said Company to be a true Copy, shall be sufficient Evidence of the making of such Order for raising such additional Sum of Money, and also of the Money authorized to be raised by Subscription as aforesaid being insufficient for the Purposes of this Act; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company, and may be in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

‘ *London and Southampton Railway Company.*

‘ Number

Form of
Mortgage.

‘ BY virtue of an Act passed in the Fourth Year of the Reign of
 ‘ His Majesty King *William* the Fourth, intituled [*here insert the*
 ‘ *Title of this Act*], we, The *London and Southampton Railway Com-*
 ‘ *pany*, incorporated by and under the said Act, in consideration
 ‘ of the Sum of _____ to us paid by *A. B.* of
 ‘ do assign unto the said *A. B.*, his Executors, Administrators, and
 ‘ Assigns, the said Undertaking, and all and singular the Rates, Tolls,
 ‘ and Sums of Money arising by virtue of the said Act, and all the
 ‘ Estate, Right, Title, and Interest of the said Company of, in, and to
 ‘ the same, to hold unto the said *A. B.*, his Executors, Administrators,
 ‘ and Assigns, until the said Sum of _____ together with
 ‘ Interest for the same after the Rate of _____ for every One
 ‘ hundred Pounds for a Year, shall be fully paid and satisfied. Given
 ‘ under our Common Seal this _____ Day of
 ‘ in the Year of our Lord _____

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with the other to their respective Proportions of the said Rates, Tolls, and Sums and Premises, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of Priority in the Date of any such Order of Meeting, or Priority in Date of any such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of every such Mortgage or Assignment, containing the Number and Date thereof, and the Names of the Parties (with their proper Additions) to whom the same shall have been

been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book to be kept by the Secretary of the said Company, which said Book may be perused at all seasonable Times by any of the Proprietors or Mortgagees of the said Undertaking, or other Persons interested therein, without Fee or Reward; and all Parties to whom any such Mortgages or Assignments shall have been made as aforesaid, or who shall be entitled to the Money due thereon, may from Time to Time transfer their respective Rights or Interests therein to any other Person or Persons; and every Transfer thereof may be made in the Words or to the Effect following; (that is to say,)

Form of
Transfer of
Mortgage.

‘ I *A. B.* of _____ in consideration of the Sum of
 ‘ to me paid by *C. D.* of _____ do hereby transfer to the
 ‘ said *C. D.*, his Executors, Administrators, and Assigns, a certain
 ‘ Mortgage, Number _____ made by “The *London and Southampton*
 ‘ *Railway Company*” to _____ bearing Date the
 ‘ Day of _____ for securing the Sum of _____ and Interest,
 ‘ and all my Right, Estate, and Interest in and to the Money thereby
 ‘ secured, and in and to the Rates, Tolls, Sums of Money, and
 ‘ Property thereby assigned. Dated this _____ Day of
 ‘ in the Year of our Lord _____

And every such Transfer shall, within Fourteen Days next after the Date thereof, if executed in *England*, or otherwise within Fourteen Days next after the Arrival thereof in *England* if executed elsewhere, be produced to the Secretary of the said Company, who shall cause an Entry or Memorial to be made thereof in the same Manner as of the original Mortgage or Assignment, for which the said Company shall be paid such Sum as the said Company shall appoint, not exceeding the Sum of Two Shillings and Sixpence; and after such Entry or Memorial made every such Transfer shall entitle such Assignee, or his Executors, Administrators, and Assigns, to the full Benefit thereof and Payment thereon, and it shall not be in the Power of any Person who shall have made such Transfer to make void, release, or discharge the Mortgage so transferred, or any Sum of Money thereon due or thereby secured, or any Part thereof.

Power to
raise
500,000l.
on Mortgage,
in anticipa-
tion of the
Capital.

CXLII. And be it further enacted, That when and so soon as the Sum of Five hundred thousand Pounds, in respect of the Money hereby authorized to be raised by Subscription as herein-before mentioned, shall have been actually raised and paid up for the Purposes of this Act, it shall be lawful for the said Company from Time to Time, by an Order of any General or Special General Meeting of the said Company, to borrow and take up at Interest any Sum of Money not exceeding in Amount in the whole the Remainder of the Money so authorized to be raised by Subscription on the Credit of the said Undertaking; and the said Company, and the Directors of the said Company after an Order shall have been made for that Purpose at any General or Special General Meeting of the said Company, are hereby empowered to mortgage, assign, and charge the Property of the said Undertaking, and all the future Calls on Shares in the Capital of the
 said

said Company, and the Rates, Tolls, and other Sums arising or to arise by virtue of this Act, or any Part thereof, as a Security for any such Money to be borrowed as aforesaid, with Interest, to or for the Benefit of the Party who shall advance the same, or to his Trustee; and a Copy of the Order of any General or Special General Meeting of the said Company authorizing the borrowing of any such Sum of Money, certified by One Director or the Secretary of the said Company to be a true Copy, shall be sufficient Evidence of the said Sum of Five hundred thousand Pounds, in respect of the Money authorized to be raised by Subscription as aforesaid, having been so raised and paid up for the Purposes of this Act, and of the making of the Order for raising such Sum as herein-before recited: Provided always, that no such Mortgage shall preclude the said Company from receiving and applying for the Purposes of the said Company all the Calls to be made by the said Company so long as the Principal Monies due on the Mortgage of the said Undertaking shall not exceed the Amount of all the Calls still remaining to be made; and all such Mortgages, Assignments, and Charges shall be made under the Common Seal of the said Company, and may be in the Words or to the Effect following, or with such Variation therein as the Circumstances of the Loan may render necessary; (that is to say,)

‘ *London and Southampton Railway Company.*

Number

Form of last-
mentioned
Mortgage.

‘ BY virtue of an Act passed in the Fourth Year of the Reign of His
‘ Majesty King *William* the Fourth, intituled [*here insert the Title*
‘ *of this Act*], we, The *London and Southampton Railway Company*,
‘ incorporated by and under the said Act, in consideration of the
‘ Sum of to us in hand paid by *A. B.* of
‘ do assign unto the said *A. B.*, his Executors, Administrators, and
‘ Assigns, the said Undertaking, and all future Calls on the Proprietors
‘ of the said Undertaking, and all and singular the Rates, Tolls, and
‘ Sums of Money arising by virtue of the said Act, and all Estate,
‘ Right, Title, and Interest of the said Company in and to the same,
‘ to hold unto the said *A. B.*, his Executors, Administrators, and
‘ Assigns, until the said Sum of together with the
‘ Interest for the same after the Rate of for every One hun-
‘ dred Pounds for a Year, shall be fully paid and satisfied. Given
‘ under our Common Seal this Day of in the
‘ Year of our Lord .’

And the respective Parties to whom such Mortgages or Assignments shall be made shall be entitled one with another to their respective Proportions of the said Rates, Tolls, Sums, and Premises, and of the future Calls, according to the respective Sums in such Mortgages or Assignments mentioned to be advanced, without any Preference by reason of any Priority of the Date of any such Order of Meeting, or Priority of Date of such Mortgage or Assignment, or on any other Account whatsoever; and an Entry or Memorial of such respective Mortgages or Assignments, containing the Numbers or Dates thereof, and the Names of the Parties, with their proper Additions, to whom the same shall have been made, and of the Sums borrowed, together with the Rate of Interest to be paid thereon respectively, shall within Fourteen Days next after the Date thereof be entered in some Book

[*Local.*]

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case such Interest or any Part thereof shall be unpaid for the Space of Thirty Days next after the same shall have become due and payable as aforesaid, and the same shall not be paid within Ten Days next after Demand thereof in Writing shall have been made to the said Company, or left at the Office of the said Company, it shall be lawful for any Two or more Justices of the Peace acting for any of the said Counties of *Southampton* or *Surrey* or the Town and County of the Town of *Southampton* respectively (acting within their respective Jurisdictions, and not being interested in the Matter in question,) and they are hereby required, on Request to them made by or on behalf of any Mortgagee whose Interest shall be so in arrear, by an Order under their Hands to appoint some Person to receive the Whole or such Parts of the said Rates, Tolls, or Sums as are liable to pay such Interest so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or to the Use of the Person to whom such Interest shall be then due, until the same, together with the Costs and Charges of recovering and receiving the said Rates, Tolls, or Sums, shall be fully paid and satisfied; and after such Interest and Costs shall have been paid and satisfied the Power or Authority of such Receiver for the Purposes aforesaid shall cease and determine, or otherwise the said Interest so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

Interest how to be recovered in default of Payment.

CXLIV. Provided always, and be it further enacted, That no Person to whom any such Mortgage or Assignment shall be made or transferred as aforesaid shall be deemed a Proprietor of any Share, or shall be capable of acting or voting as such at any Meeting of the said Company, by or on account of his having advanced any Money on such Mortgage or Assignment.

Mortgagee not to be deemed a Proprietor, or entitled to vote as such.

CXLV. And be it further enacted, That in case the said Company shall raise the Whole or any Part of the Money herein-before authorized to be raised by Mortgage, Assignment, or Charge as aforesaid, and shall afterwards pay off all or any Part of the Principal Sum so raised or borrowed upon Mortgage, Assignment, or Charge as aforesaid, then and in every such Case it shall be lawful for the said Company immediately, and at any Time or Times thereafter, again to raise, in lieu of the Principal Money so paid off by them, such Sum or Sums of Money as they shall from Time to Time have paid off to the Holders of such Mortgages or Assignments, or any of them, or any Part thereof, and so from Time to Time as often as the same shall happen, but so nevertheless that the said Company shall not in any Event borrow upon Mortgage, Assignment, or Charge as aforesaid, in such Manner or to such Extent as that more than the Principal Sum of Three hundred and thirty thousand Pounds in the whole shall be owing at any One Time on Mortgage or Assignment of or as a Charge upon the said Undertaking, over and above the Amount of Calls for the Time being remaining unpaid and still to be called for by the said Company.

In case Mortgages paid off, Power to raise the like Amount again.

CXLVI. And

Company may stipulate Periods for Repayment of Mortgage Money.

CXLVI. And be it further enacted, That when any Sum of Money shall be borrowed at Interest, pursuant to the Powers in that Behalf contained in this Act, it shall be lawful for the said Company, in case they shall in their Discretion think proper so to do, to fix a Period or Periods for the Repayment of the Principal Sum of Money so to be borrowed, with the Interest thereof; and in such Case the Company shall cause to be inserted in such Mortgage or Assignment the Time or Times which shall be fixed or agreed upon for the Repayment of the Principal Money thereby to be secured; and such Sum of Money, with all Arrears of Interest thereon, shall accordingly be paid at the Time or Times so to be fixed to the Party who shall, upon the Expiration of such Period or Periods, be the Holder of and entitled to such Mortgage or Assignment, or his Nominee.

As to paying off Mortgages when no Period stipulated.

CXLVII. And be it further enacted, That where no Time shall be fixed for the Repayment of any Sum of Money borrowed under the Authority of this Act, the Party entitled to any such Mortgage or Assignment may and he is hereby authorized to demand Payment of the Principal Monies thereby secured, with all Arrears of Interest, at or at any Time after the Expiration of Twelve Calendar Months from the Date of such Mortgage or Assignment, upon giving Six Calendar Months Notice in Writing to the Secretary of the said Company for the Time being: Provided nevertheless, that the said Company may at all Times pay off and discharge all such Mortgages or Assignments in which no Time shall be fixed for the Payment thereof, or any Part of the Money thereby secured, on giving Six Calendar Months Notice in the *London Gazette*, and in One or more Newspapers circulated in *London* and the Town of *Southampton*, and at the Expiration of the said Six Calendar Months all Interest shall cease to be paid on the said Principal Money, unless the said Company shall, on Demand, make default in the Payment of the said Principal Money and Interest then due, in pursuance of such Notice.

For securing Repayment of Principal Money borrowed.

CXLVIII. And be it further enacted, That in case of Nonpayment of any Principal Sum of Money which shall be secured by any such Mortgage or Assignment as aforesaid by virtue of this Act, or of any Part of such Principal Monies, at the Time or Times when the same ought to be paid, and in case the same shall not be paid within Six Calendar Months next after the same shall be so payable as aforesaid, and after Demand thereof in Writing shall have been made to the said Company, it shall be lawful for Two or more Justices of the Peace acting for any of the Counties of *Southampton* or *Surrey*, or the Town and County of the Town of *Southampton* respectively, (acting within their respective Jurisdictions, and not being interested in the Matter in question,) and they are hereby respectively required, on Request to them made on behalf of any Parties entitled to any such Mortgage or Assignment as aforesaid, and to whom any Principal Sums of Money shall be then due thereon and unpaid, amounting in the whole to the Sum of Twenty thousand Pounds or upwards, by an Order under their Hands to appoint some Person to receive the Whole or such Part of the said Rates, Tolls, or Sums as

are liable to pay such Principal Monies so due and unpaid as aforesaid; and the Money so to be received by such Person is hereby declared to be so much Money received by or for the Use of the Persons and Corporations to whom such Principal Money shall be due, and on whose Behalf such Receiver shall have been so appointed, until the same, together with the Costs and Charges of recovering and receiving the Rates, Tolls, or Sums, and all Interest then due thereon, shall be fully satisfied and paid; and after such Principal, Interest, and Costs shall have been paid and satisfied, the Power and Authority of such Receiver for the Purposes aforesaid shall cease and determine; or otherwise the said Principal Money so due and unpaid as aforesaid may be sued for and recovered from the said Company, with Costs, by Action of Debt in any of His Majesty's Courts of Record at *Westminster*.

CXLIX. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for the Tonnage of all Articles, Matters, and Things which shall be conveyed upon or along the said Railway, any Rates or Tolls not exceeding the following; (that is to say,)

Rates of Tonnage for Goods conveyed along the Railway.

For all Coals, Coke, Culm, Charcoal, Cinders, Building, Pitching, and Paving Stone dressed, Bricks, Tiles, Slates, Clay, Sand, Dung, Compost, and all Sorts of Manure, Lime, Limestone, Chalk, and all undressed Materials for the Repair of public Roads or Highways, any Sum not exceeding Two-pence *per Ton per Mile*:

For all Cotton and other Wools, Hides, Grain, Corn, Flour, Dyewoods, Timber, Staves, Deals, Iron, and all other Metals, (except Specie and Bullion, Quicksilver and Platina,) manufactured Goods, Sugar, and all other Wares, Merchandize, Articles, Matters, or Things (except as before or herein-after mentioned), any Sum not exceeding Three-pence *per Ton per Mile*:

For all Silk, Indigo, Cinnamon, and other Spices, Oranges, Lemons, and other Fruit not dried, Eggs, Fish, Poultry, Meat, and all other Articles of a perishable or consumable Nature, any Sum not exceeding Sixpence *per Ton per Mile*.

CL. And be it further enacted, That it shall be lawful for the said Company to demand, receive, and recover, to and for the Use and Benefit of the said Company, for and in respect of Passengers, Beasts, Cattle, and Animals conveyed in Carriages upon the said Railway, any Tolls not exceeding the following; (that is to say,)

Tolls on Carriages conveying Passengers or Cattle along the Railway.

For every Person conveyed in or upon such Carriage, the Sum of Two-pence *per Mile*:

For every Horse, Mule, Ass, or other Beast of Draught or Burthen, and for every Ox, Cow, Bull, or Neat Cattle, conveyed in or upon any such Carriage, the Sum of One Penny Halfpenny *per Mile*:

For every Calf or Pig conveyed in or upon any such Carriage, the Sum of One Halfpenny *per Mile*:

For every Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, the Sum of One Farthing *per Mile*:

For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing

[*Local.*]

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more than One Ton, carried or conveyed on a Truck or Platform, the Sum of Four-pence *per* Mile, and for every such Carriage weighing more than One Ton, the Sum of Four-pence *per* Ton *per* Mile, and so in proportion for every Fraction of a Ton, such Fraction to be computed in the Manner herein-after provided.

Company empowered to provide and charge for locomotive Engines.

CLI. And be it further enacted, That it shall be lawful for the said Company and they are hereby empowered to provide locomotive Engines or other Power for the drawing or propelling of any Goods, Articles, Matters, or Things, Persons, Cattle, or Animals, upon or along the said Railway or any Part thereof, and to demand, receive, and recover such Sum and Sums of Money for the Use thereof as the said Company or the said Directors may from Time to Time fix or require, in addition to the several other Rates, Tolls, or Sums herein authorized to be charged and received.

Act not to prevent the Company from hiring locomotive Engines.

CLII. Provided always, and be it further enacted, That nothing in this Act contained shall be construed to prevent the said Company from making any Agreement with any Person for the Hire or Use of any locomotive Engine or of any Carriage, and to charge for the same such reasonable Sum as may be agreed on between the said Company and such Person; any thing herein contained to the contrary thereof notwithstanding.

Regulating Charge for short Distances.

CLIII. Provided always, and be it further enacted, That in all Cases where any of the above-mentioned Articles, Matters, Persons, or Things shall be conveyed on the said Railway for a less Distance than Six Miles, the said Company are hereby empowered to demand and receive the before-mentioned Rates or Tolls, as the Case may be, for Six Miles, exclusive of a reasonable Charge for the Expence of loading and unloading the same, where the loading or unloading thereof shall be done by the said Company, and which Charge the said Company are hereby authorized to make.

Regulations as to fractional Parts of a Ton or of a Mile.

CLIV. And be it further enacted, That in all Cases in which there shall be a Fraction of a Ton a Proportion of the said Rates or Tolls may be demanded and taken for such Fraction according to the Number of Quarters of a Ton contained in such Fraction, and when there shall be a Fraction of a Quarter of a Ton such Fraction shall be deemed as a whole Quarter of a Ton; and in all Cases in which there shall be a Fraction of a Mile in the Distance which any Carriage shall pass upon the said Railway beyond Six Miles, or any greater Number of Miles, the Rate of Tonnage or Toll which shall be demanded and taken shall be after the Rate of the Number of Quarters of a Mile which such Carriage shall have passed, and when there shall be a Fraction of a Quarter of a Mile such Fraction shall be deemed as a whole Quarter of a Mile; and in order to ascertain and calculate with greater Precision and Facility the Distance for which such Rates or Tolls shall be demanded and taken upon the said Railway the said Company shall cause the same Railway to be measured, and Stones or other conspicuous Marks, with proper Inscriptions thereon, to be set up and maintained along the whole Line thereof at the Distance of One Quarter of a Mile from each other.

Railway to be measured, and Stones to be placed at every Quarter of a Mile.

CLV. And

CLV. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders for ascertaining and fixing the Price or Sum to be charged or taken by the said Company in respect of small Parcels (not exceeding Five hundred Pounds Weight), Specie and Bullion, Quicksilver, Platina, and Cochineal, to be carried upon the said Railway, and from Time to Time to repeal or vary the same as to them shall seem proper: Provided always, that the Provision herein-before contained as to Parcels shall not extend to Goods, Articles, Matters, and Things sent in large aggregated Quantities, although made up of separate and distinct Parcels, but only to single and undivided Parcels.

Company may fix the Price of Parcels under 500 Weight.

CLVI. And be it further enacted, That it shall be lawful for the said Company and they are hereby authorized to carry and convey upon the said Railway all such Goods, Articles, Matters, and Things, and all such Cattle and other Animals, as shall be offered to them for that Purpose, and all such Persons as shall apply to be carried and conveyed along the said Railway or any Part thereof, and to demand, receive, and recover, to and for the Use and Benefit of the said Company, for such Carriage and Conveyance as aforesaid of all Goods, Articles, Matters, and Things, Cattle, Animals, and Persons, carried and conveyed upon the same, in addition to the several Rates and Tolls herein-before authorized to be charged and received, such Sum of Money as the said Company or the said Directors may from Time to Time fix and require.

Company empowered to carry Goods and Passengers, and to charge for the same.

CLVII. And be it further enacted, That in all Cases in which the said Company of Proprietors shall carry for their own Profit any Passenger, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, a separate Account shall be duly kept, showing the Amount of Rates or Tolls which would have been received by the said Company for the Use of the said Railway in respect of such Passengers, Cattle, or other Animals, Goods, Wares, or Merchandize, Articles, Matters, or Things, if carried by any other Party or Parties; and the Overseers of the Poor of the several Parishes and Townships through which the said Railway shall pass shall have free Access to and Liberty to inspect the same at any Time during the first Fourteen Days in the Months of *July* and *January* in each Year.

Company to keep a separate Account of the Tolls for the Use of the Railway.

CLVIII. And be it further enacted, That it shall be lawful for the said Company from Time to Time and so often as they shall think fit to reduce all or any of the Rates, Tolls, or Sums by this Act authorized to be taken, and afterwards from Time to Time again to raise the same or any of them, so that the same respectively shall not at any Time exceed the Amount by this Act authorized: Provided always, that the said Company shall not partially raise or lower the Rates, Tolls, or Sums payable under this Act, but all such Rates, Tolls, and Sums shall be so fixed as that the same shall be taken from all Persons alike under the same or similar Circumstances.

Power to reduce Rates, Tolls, &c.

CLIX. Provided always, and be it further enacted, That the said Company shall cause to be painted on Boards, and to be affixed, continued, and renewed as often as the same shall be obliterated or defaced,

A List of the Tolls to be exhibited on Boards in conspicuous Places.

defaced, upon every Toll House or Building at which any of the Tolls, Rates, or Sums by this Act authorized shall be collected or received, in some conspicuous Place, in White Letters on a Black Ground, each of such Letters to be at least One Inch in Length and of a Breadth in proportion, an Account or List of the several Rates, Tolls, and Sums which the said Company or the said Directors shall from Time to Time appoint to be taken and received, and which shall be payable by virtue of this Act; and in case any Owner, or Master of, or Person having or assisting in the Charge of any Carriage passing upon the said Railway, or any Collector of the Rates, Tolls, or Sums aforesaid, shall, after and while such Account or List shall be affixed as aforesaid, demand or take more than the Amount therein specified, such Owner, Master, Collector, or other Person as aforesaid shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Penalty on taking more than the just Toll.

Tolls only payable whilst such Boards and Distance Stones remain.

CLX. Provided also, and be it further enacted, That it shall not be lawful for the said Company to demand or take any Rates, Tolls, or Sums for or in respect of any Articles, Matters, or Things, or any Carriage, Passenger, Horse, Beast, or Cattle, except during such Time as the Board on which such Rates, Tolls, or Sums shall be so painted as aforesaid shall remain affixed to such Toll House or Building as aforesaid, and for and during such Time only as the Stones or other conspicuous Marks, with proper Inscriptions thereon, by this Act directed to be set up for ascertaining the Distances for which such Rates or Tolls shall be taken, shall remain set up; provided that in any Proceedings for or relating to the Recovery of any Rates or Tolls by this Act allowed, the original affixing of such Boards and setting up of such Stones, or Evidence of the Continuance and Existence of such Boards or Stones at some subsequent Period, shall be *primâ facie* Evidence of the continued Existence of such Boards or Stones, unless it shall be made to appear that such Boards and Stones are or have been subsequently pulled down, destroyed, or defaced.

Penalty on Persons defacing or destroying such Boards or Stones.

CLXI. And be it further enacted, That if any Person shall wilfully pull down, deface, or destroy any Board whereon any such Rates, Tolls, or Sums, or any Bye Laws, Rules, or Orders of the said Company, shall have been painted according to the Directions of this Act, or any Stone or Mark set up to denote Distances upon the said Railway, or shall concur or aid therein, he shall on Conviction forfeit and pay a Sum not exceeding Ten Pounds for every such Offence.

Limits of Weights allowed to be carried on Railway.

CLXII. And be it further enacted, That no Carriage shall carry at any One Time upon the said Railway, including the Weight of such Carriage, more than Four Tons, except in any One single Piece of Timber, Block, or Stone, Boiler, Cylinder, Bob, or single Piece of Machinery, or other single Article, which shall nevertheless not exceed the Weight of Eight Tons, including the Weight of the Carriage, and for the Tonnage of which the said Company are hereby authorized to demand, receive, and recover such Rates as they may from Time to Time direct or appoint, not exceeding Four-pence *per Ton per Mile*; and no Piece of Timber, Stone, Machinery, or other Article exceeding the Weight of Eight Tons, including the Weight of

of the said Carriage, shall be carried upon any Part of the said Railway without the special Licence of the said Company or their Agents, and for the Tonnage of which the said Company are hereby authorized to demand, recover, and receive such Sum as they may deem proper.

CLXIII. And for better ascertaining the Weight of Goods and other Things to be charged with the Payment of such Rates or Tolls as aforesaid; be it further enacted, That (except as to Stone and Timber) One hundred and twelve Pounds shall be deemed One Hundred Weight, and that Twenty such Hundred Weights shall be deemed One Ton; and as respects Stone and Timber, that Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Beech, and Ash, and Fifty Cubic Feet of all other Timber, shall be deemed One Ton Weight, and so in proportion for any smaller Quantity, any Usage to the contrary notwithstanding.

Weight of
certain
Matters
ascertained.

CLXIV. And be it further enacted, That the respective Owners or Persons having the Care of Carriages passing upon the said Railway shall give an exact and true Account in Writing, signed by them, to the Collectors of the Rates, Tolls, or Sums, at the Places where they shall attend for that Purpose, of the Quantity of Goods and other Things as aforesaid which shall be in the Carriages so belonging to them or under their Care, and from whence such Carriages are brought, and where the same are intended to be unloaded or left; and if the Goods or other Things contained in any such Carriage shall be liable to the Payment of different Rates, Tolls, or Sums, then such Owners or other Persons shall specify the respective Quantities liable to each or any of the said Rates, Tolls, or Sums; and in case any such Owner or other Person as aforesaid shall neglect or refuse to give and deliver such Account, or to produce his Bill of Lading, to any Collector demanding the same, or shall give a false Account, or shall deliver any Part of his Lading or Goods at any other Place than is mentioned in such Account, with an Intent to avoid the Payment of any of the said Rates, Tolls, or Sums, and shall be thereof convicted before any Justice of the Peace acting for the said Town and County of the Town of *Southampton*, or the said Counties of *Southampton* or *Surrey*, within their respective Jurisdictions, every Person so offending shall for every such Offence forfeit and pay to the said Company any Sum not exceeding Forty Shillings for every Ton of Goods and for every Parcel not exceeding Five Hundred Weight, and so in proportion for any Quantity of Goods less than a Ton or any Parcel less than Five Hundred Weight (as the Case may be) which shall be in such Carriage, of which such Account shall be so refused or neglected to be given, or concerning which such Bill of Lading shall not be produced as aforesaid, or of which a false Account shall have been given, or which shall be fraudulently delivered out as aforesaid (as the Case shall happen to be), over and above the Rate, Toll, or Sum to which such Articles or Things may be liable.

Account of
the Lading of
Carriages to
be given.

CLXV. And be it further enacted, That if any Difference shall arise between any Collector of the said Rates, Tolls, or Sums, or any other Officer or Servant of the said Company, and any Owner of or

If any Differ-
ence arise
concerning
Weight of

Lading, Collector may weigh or measure it.

Person having the Charge of any Carriage passing upon the said Railway or any Part thereof, or of any Goods, Articles, or other Things in or on such Carriage, respecting the Goods, Articles, or other Things in or on such Carriage, or the Rates, Tolls, or Sums due in respect thereof, it shall be lawful for such Collector or other Officer as aforesaid to detain such Carriage, and to examine, weigh, measure, and gauge, or cause to be examined, weighed, measured, and gauged, such Carriage, and all such Goods, Articles, and other Things as shall be therein or thereon; and in case the same shall, upon such examining, weighing, measuring, and gauging, appear to be of greater Weight or Quantity, or of different Quality, than shall be stated in the Account given thereof as aforesaid, then the Person giving in such Account shall pay, or the Owner of such Carriage, and respective Owners of such Goods, Articles, and other Things, shall, at the Option of the said Company, pay the Costs and Charges of such examining, weighing, measuring, or gauging; all which Costs and Charges, upon Neglect or Refusal of Payment thereof on Demand, shall and may be recovered and levied by and in such Way and Manner as the said Rates, Tolls, and Sums are in this Act authorized to be recovered and levied; but if such Goods, Articles, or other Things shall appear to be of the same Quantity and Quality, or of less Weight or Quantity, than shall be stated in such Account, then the said Company shall pay the Costs and Charges of such examining, weighing, measuring, or gauging, and shall also pay to such Owner of or Person having the Charge of such Carriage, and to the respective Owners of such Goods, Articles, or other Things, such Damages as shall appear to any Justice of the Peace for the said Town and County of the Town of *Southampton*, or for either of the said Counties of *Southampton* and *Surrey*, acting within their respective Jurisdiction, on the Oath or (in case of a Quaker) Affirmation of any credible Witness, to have arisen from or by such Detention; but in case it shall at any Time be made to appear to such Justice, upon the Complaint of the said Company and upon the like Oath or Affirmation, that such Detention, and examining, weighing, measuring, or gauging, was without reasonable Ground or Belief, or that it was vexatious on the Part of such Collector or other Officer as aforesaid, then such Collector or other Person as aforesaid shall himself pay the Costs and Expences of such examining, weighing, measuring, or gauging, and shall also pay to such Owner or Person, or to the respective Owners of such Goods, Articles, and other Things as aforesaid, such Damage as shall appear to such Justice to have arisen from such Detention; and in default of immediate Payment thereof by the said Company, or by such Collector or other Officer as aforesaid (as the Case may be), the same may be recovered by Distress and Sale of the Goods and Chattels of the said Company, or of the said Collector or other Officer as aforesaid (as the Case may be), by Warrant under the Hand and Seal of such Justice, rendering the Overplus (if any), upon Demand, after deducting the Costs of such Distress and Sale, to the said Company, or to the said Collector or other Officer as aforesaid, as the Case may require.

Recovery of Tolls.

CLXVI. And be it further enacted, That the Rates, Tolls, and other Sums by this Act authorized to be taken shall be paid to such Persons,

Persons, at such Places upon and near the said Railway, and in such Manner, and under such Regulations as the said Company or as the said Directors shall, by Notice to be annexed to the Account or List of Rates, Tolls, or Sums, direct and appoint; and in case of Refusal or Neglect, on Demand, to pay such Rates, Tolls, or Sums as may have accrued due unto the respective Persons appointed to receive the same as aforesaid, or any Part thereof, the said Company may, in case such Rates, Tolls, or Sums shall amount to or exceed the Sum of Ten Pounds, sue for and recover the same by Action of Debt or upon the Case in any of His Majesty's Courts of Record, or the Person to whom such Rates, Tolls, or Sums ought to have been paid may and is hereby empowered, whether such Rates, Tolls, or Sums shall amount to the Sum of Ten Pounds or not, to seize the Goods, Articles, and Things for or in respect whereof such Rates, Tolls, or Sums ought to be or to have been paid, or any Part thereof, and the Carriage laden therewith, and also any other Goods, Articles, and Things, and Carriages, the Property of or belonging to the same Person or Persons to whom the Goods, Articles, Things, or Carriages so made liable to Seizure shall belong, and which shall pass on or along the said Railway or any Part thereof, and detain the same until Payment of all such Rates, Tolls, or Sums shall be made, together with the reasonable Charges for such Seizure and Detention; and if such Goods, Articles, and Things shall not be redeemed within Five Days next after the taking thereof, the same shall be appraised and sold, and such Rates, Tolls, and Charges satisfied thereout, as the Law directs in Cases of Distress for Rent: Provided always, that in case such Rates, Tolls, or Sums so due as aforesaid shall not amount to the Sum of Ten Pounds, it shall not be lawful for the said Company to sue for the same by Action of Debt or on the Case, but the same shall and may be recovered by Distress and Sale, or otherwise, as is herein-before mentioned.

CLXVII. And be it further enacted, That if any Dispute shall arise concerning the Amount of the Rates, Tolls, or Sums due to the said Company, or concerning the Charges occasioned by any Distress to be taken by virtue of this Act, it shall be lawful for the Collector or Person distraining to detain such Distress, or, as the Case may require, the Proceeds of the Sale thereof, until the Amount of the Rates, Tolls, or Sums due, or (as the Case may require) the Amount of the Charges of seizing, distraining, keeping, or selling such Distress, shall be ascertained by some Justice of the Peace acting for the said Town and County of the Town of *Southampton*, or for the said Counties of *Southampton* or *Surrey*, within their respective Jurisdictions, who upon Application made to him for that Purpose shall examine the said Matter upon Oath or Affirmation of the Parties or other Witnesses, and determine the Amount of the Rates, Tolls, or Sums due, or, as the Case may be, of the said Charge; and it shall be lawful for such Justice to assess and award such Costs to be paid by either of the said Parties to the other of them as he shall think reasonable; and in case of Nonpayment thereof, on Demand, such Costs shall be levied by Distress and Sale of the Goods and Chattels of the Party directed to pay the same by Warrant under the Hand and Seal of such Justice.

Amount of
Tolls and
Charges of
Distress,
how to be
settled in
case of
Dispute.

CLXVIII. And

Company empowered to lease or farm the Tolls.

CLXVIII. And be it further enacted, That it shall be lawful for the said Company by Writing under their Common Seal from Time to Time to let to farm the Rates, Tolls, and Sums hereby made payable, or any Part thereof, upon the Whole or any Part of the said Railway, to any Corporation or Person, for any Term which they shall think proper, not exceeding Seven Years from the Commencement of any such Lease, and to commence in Possession upon or within Three Calendar Months next after granting the same; and every such Lease shall be valid and effectual; and the respective Lessees thereof, and also such Persons as such Lessees shall appoint to collect and receive the Rates, Tolls, or Sums so let, shall, during the Continuance of any such Lease, be deemed Collectors of the Rates, Tolls, or Sums so let, but for the proper Use of the Lessees thereof, and shall have the same Power and Authority for collecting and recovering the same as if they had been appointed for that Purpose by the said Company; provided that public Notice of the Intention to let the said Rates, Tolls, and Sums, or the Part thereof intended to be let, shall be given by the said Company by Advertisement to be inserted in One or more of the *London* daily Newspapers, and in some Newspaper or Newspapers usually circulated within the Town of *Southampton* and within the Counties of *Southampton* and *Surrey* respectively, at least Thirty Days prior to any Meeting of the said Company or the said Directors at which it may be intended or proposed that the said Rates, Tolls, and Sums, or any Part thereof, shall be let as aforesaid.

Power to lease to Owners or Lessees of Mines the Tolls payable on Produce of such Mines.

CLXIX. And whereas the Owners or Lessees of Lime Works, Limestone Quarries, or other Quarries or Mines situated upon the Line of or near to or communicating with the said Railway, may be induced to make Branch Railways to connect with the said Railway hereby authorized to be made, on having Leases of the Rates payable on or in respect of the Limestone, Stone, or other Minerals or Articles, the Produce of such Works, Mines, or Quarries by them respectively carried or put upon to be carried on the said Railway; be it therefore enacted, That it shall be lawful for the said Company by Writing under their Common Seal from Time to Time to grant a Lease or Leases to any Owner or Owners, Lessee or Lessees of Lime Works, Limestone Quarries, or other Quarries or Mines, of the Rates, Tolls, or Sums chargeable in respect of the Limestone, Stone, and other Minerals or Articles and Things, the Produce of such Works, Mines, or Quarries, carried on the said Railway, for any Term or Terms which the said Company or the said Directors shall think fit, not exceeding Seven Years from the Commencement of any such Lease, and at such Rate or Rent, and payable at such Times and upon such Terms, as the said Company or the said Directors shall think fit; and such Leases shall be valid and effectual: Provided always, that no such Lease shall be made to any other Persons than the actual Owners or Lessees or Assignees of such Works, Mines, or Quarries as aforesaid.

Power of Re-entry in case Lessee shall neglect to perform his Contract.

CLXX. And be it further enacted, That in case any of the Rates, Tolls, or Sums granted by this Act shall be demised or let to any Person in any Manner whatsoever, and the Lessee thereof shall neglect or refuse to perform the Terms and Conditions on which the same shall be so demised or let, or any of them; or in case all or any

Part of any Rent agreed to be paid by any such Lessee shall be in arrear or unpaid for the Space of Ten Days next after any of the Days on which the same ought to be paid, pursuant to the Lease, Agreement, or Contract for demising or letting the same Rates, Tolls, or Sums, the same being demanded in manner herein-after mentioned on the said Tenth or any subsequent Day; or in case any temporary or other Collector of any of the said Rates, Tolls, or Sums shall be discharged from his Office by virtue of this Act, or shall die, abscond, or absent himself, and any such Collector who shall be so discharged, or the Wife, Widow, or any of the Children or Family, or any Representative of any such Collector who shall die, abscond, or absent himself, or be discharged, or any other Person being in Possession thereof, shall refuse to deliver up or shall not deliver up Possession of any Office, Toll House, Weighing Machine, or other Buildings, with the Appurtenances thereto respectively belonging, to be erected or provided under the Powers of this Act, for or within the Space of Five Days after Demand made thereof in Writing given or left at such Toll House, Office, Weighing Machine, or Building, or at any of such Toll Houses, Offices, Weighing Machines, or Buildings, which shall be or have been in the Possession or Occupation of such Collector or other Persons (such Demand in Writing to be signed by any Three or more of the said Directors, although not assembled at a Meeting, or by the Secretary for the Time being of the said Company); or in case any such Lease, Agreement, or Contract shall in any Manner become void or voidable; then and in any of the said Cases it shall be lawful for any Two or more Justices of the Peace for the County or Place where the said Premises so demised, or any Part thereof, shall be situate, upon Application by the said Directors or any Three of them, or by the Secretary for the Time being of the said Company, by Warrant under the Hands and Seals of such Justices to order any Constable or other Peace Officer, with such Assistance as shall be necessary, to enter upon and take possession of every or any such Toll Houses, Offices, Weighing Machines, or other Buildings, with the Appurtenances thereto belonging, and to remove and put such Lessee or other Person who shall be found therein, together with his Goods, from and out of the same and the Possession thereof, and from the Collection of such Rates, Tolls, and Sums, and to put the said Company or their Agent, or their new Lessee or Collector, into the Possession thereof; and thereupon it shall be lawful for the said Company to vacate and determine the Lease, Contract, or Agreement, if any, which was previously subsisting, and the same shall accordingly be void to all Intents and Purposes, save as to the Covenants and Agreements for Payment of the Rent or Rents thereby reserved, or other unperformed or broken Obligations, Covenants, or Agreements on the Lessee's Part; and it shall be lawful for the said Company in any such Case, either during such Proceedings or on the Termination thereof, subject to the Restrictions aforesaid, again to demise or let the said Rates, Tolls, and Sums to any other Person, or cause them to be collected, in such and the same Manner as if no former Demise, Contract, or Agreement had been made relative thereto.

CLXXI. And be it further enacted, That every Collector of the Rates, Tolls, or Sums by this Act granted shall place and he is hereby required to place his Christian and Surname painted on a Board in

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For regulating Conduct of Toll Collectors.

legible Characters, in the Front or on some conspicuous Part of the Toll House or Building where he shall be on Duty, immediately on his coming on Duty, each of the Letters of such Name to be at least Two Inches in Height and of a Breadth in proportion, and painted either in White or Gold Letters on a Black Ground or in Black Letters on a White Ground, and shall continue the same so placed during the whole Time he shall be upon Duty; and if any Collector of the said Rates, Tolls, or Sums shall not place such Board as aforesaid, and keep the same there during the Time he shall be on Duty as aforesaid, or shall demand or take a less or greater Rate, Toll, or Sum from any Person than he shall be authorized to do by virtue of this Act, or of the Orders and Resolutions of the said Company made in pursuance thereof, or shall demand or take a Rate, Toll, or Sum from any Person who shall be exempt from the Payment thereof and claim such Exemption, or shall refuse to permit or shall not permit any Person to read, or shall in anywise hinder any Person from reading, the Inscriptions on the Board to be affixed and placed as aforesaid, or shall refuse to tell his Christian Name or Surname to any Person who shall demand the same, and who shall have paid the legal Rates, Tolls, or Sums, or shall, in answer to such Demand, give a false Name or Names, or, upon the legal Rate, Toll, or Sum being paid or tendered, shall unnecessarily detain or wilfully obstruct or hinder any Carriage or any Person from passing upon the said Railway, or shall make use of any scurrilous or abusive Language to any Officer or Servant of the said Company, or to any Passenger upon the said Railway, then and in every such Case such Collector shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Penalty on Misbehaviour.

Railway to be free on Payment of Rates, &c.

CLXXII. And be it further enacted, That all Persons shall have free Liberty to pass along and upon and to use the said Railway with Carriages properly constructed as by this Act directed, upon Payment only of such Rates, Tolls, and Sums as shall be demanded by the said Company, not exceeding the respective Rates, Tolls, and Sums by this Act authorized, and subject to the Rules and Regulations which shall from Time to Time be made by the said Company or by the said Directors by virtue of the Powers herein granted.

Carriages not to be used unless constructed as directed by the Company.

CLXXIII. And be it further enacted, That no Carriage for the Conveyance of Goods, Passengers, or Cattle shall be permitted to pass along the said Railway unless the same shall be constructed agreeably to the Orders and Regulations of the Company, and be approved of by the Engineer or other Agent for the Time being of the said Company authorized for that Purpose; which Orders and Regulations shall be affixed upon some conspicuous Part of every Toll House or other Building at which the Rates, Tolls, and Sums by this Act granted shall be received, except in crossing the same as herein authorized for the Occupation of the respective Lands through which such Railway shall pass, or in passing any public or private Carriage Road which may cross the said Railway; and if any Person shall travel upon any Part of the said Railway with any Carriage not constructed in the Manner herein-before directed, he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every Day during which or any Part of which he shall so travel with such Carriage.

CLXXIV. And

CLXXIV. And whereas for the greater Security of Passengers and other Persons travelling upon and using the said Railway it is expedient that the locomotive and other Engines to be from Time to Time used in drawing or propelling Carriages upon or along the said Railway should be under the Controul of the said Company; be it therefore enacted, That no locomotive or other Engine, or other Description of moving Power, shall at any Time be brought upon or used on the said Railway, unless the same shall first have been approved by the Directors for the Time being of the said Company; and it shall be lawful for the said Directors and they are hereby required, within Fourteen Days after Notice given to them by any Person desirous of bringing any such Engine on the said Railway, to cause their Engineer or other Agent to inspect and examine such Engine, and to report thereon to the said Directors, who shall, within Seven Days after such Report, in case such Engine shall be found fit and proper to be used on the said Railway, give a Certificate to the Party requiring the same of their Approval of every such Engine; and it shall be lawful for the said Directors from Time to Time, upon the Report of the Engineer or other Agent of the Company of any Engine used upon the said Railway being out of repair or unfit to be used upon the said Railway, to order the same to be taken off, or to forbid the same to be used upon the said Railway; and in case any Person shall bring or use upon the said Railway any locomotive or other Engine without having first obtained such Certificate of Approval as aforesaid, or in case, after Notice given by the said Company to remove from or not to use upon the said Railway any such insufficient Engine as aforesaid, the Person to whom such Engine shall belong shall not forthwith remove the same, or shall use any such Engine upon the said Railway without having first repaired the same to the Satisfaction of the said Company, and obtained such Certificate of Approval as aforesaid, every such Person shall forfeit and pay any Sum not exceeding Twenty Pounds for every such Offence, and the said Company are hereby authorized to remove any such Engine from the said Railway.

No Engines to be used on Railway unless approved by the Company.

CLXXV. And be it further enacted, That every stationary or locomotive or other Engine to be erected, built, or used upon the said Railway shall be constructed upon the Principle of consuming its own Smoke, under a Penalty of Five Pounds for every Offence, to be recovered in a summary Way by the Order and Adjudication of One or more Justice or Justices of the Peace, on Complaint to him or them for that Purpose made, in the same Manner as other Penalties and Forfeitures for the Recovery whereof no special Directions are given are by this Act directed to be recovered; one Moiety of which Sum of Five Pounds, as often as the same shall be recovered, shall be paid to the Informer, and the other Moiety to the Vestry Clerk or other proper Officer of the Parish or Place where such Offence shall be committed, for the Benefit of the Poor of such Parish or Place.

Engines to consume their own Smoke.

CLXXVI. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway or any Part thereof shall cause their Names and Places of Abode, and the Numbers, Weights, and Gauges of their respective Carriages, to be entered with the Secretary or other Officer of the said Company appointed for that Purpose,

Owners to put their Names and Addresses, and the Numbers, Weights, and Gauges

of their Carriages, on the Outside.

Purpose, and shall also cause such Names, Places of Abode, Numbers, Weights, and Gauges to be painted and continued in large White or Gilt Capital Letters and Figures on a Black Ground, or Black Capital Letters and Figures on a White Ground, Two Inches at least in Height and of proportionate Breadth, on some conspicuous Part of the Outside of every such Carriage, so as to be always open to View, and shall permit every such Carriage to be weighed, measured, and gauged at the Expence of the said Company whenever it shall be required by them or by any Person appointed by them for that Purpose; and every Owner of or other Person having the Care of any Carriage, or who shall conduct the same upon the said Railway without having such Carriage previously weighed, measured, and gauged, and the Weight, Measure, and Gauge thereof, with the Number thereof, and also the Name and Place of Abode of the Owner thereof, entered with the Secretary or other Officer of the said Company appointed for that Purpose, or without having such Name, Place of Abode, Number, Weight, and Gauge marked upon each such Carriage as herein-before directed, or who shall alter, erase, deface, or hide such Name, Place of Abode, Number, Weight, or Gauge, or any of them, or any Part thereof, or shall fix thereon any false Name, Place of Abode, Number, Weight, or Gauge, or shall refuse to permit or shall not permit any Carriage to be weighed, measured, or gauged, shall forfeit and pay any Sum not exceeding Forty Shillings for every such Offence.

Owners of Carriages answerable for Damage done by their Servants.

CLXXVII. And be it further enacted, That the respective Owners of Carriages passing upon the said Railway shall be and they are hereby respectively made answerable for any Trespass, Damage, or Mischief which may be done by their Carriages, or by any of the Servants or other Persons belonging to or employed by them, on the said Railway or other Works made by virtue of this Act, by loading or unloading such Carriages, or by any other Means whatsoever; and every such Owner shall for every such Trespass, Damage, or Mischief, upon Conviction of any such Servant or other Person before some Justice of the Peace, either by the Confession of the Party offending, or upon the Oath or (being a Quaker) Affirmation of some credible Witness, pay to the said Company or to the Person injured the Damages to be ascertained by such Justice, so that the same do not exceed the Sum of Twenty Pounds, and also shall, over and above such Damages, forfeit and pay to the Informer any Sum not exceeding Five Pounds, and all Costs, Charges, and Expences attending such Conviction; all which Damages, Penalties, Costs, Charges, and Expences shall be levied by Distress and Sale of the Goods and Chattels of the Owner or Owners of such Carriage by Warrant under the Hand and Seal of such Justice; and the Surplus (if any) of the Proceeds of such Sale, after Deduction of such Penalty, Damage, Costs, Charges, and Expences, together with the Costs and Charges of such Distress and Sale, shall be returned, upon Demand, to the Owner or Owners of such Goods and Chattels; but if the Value or Amount of such Trespass, Damage, or Mischief shall exceed the Sum of Twenty Pounds, the Owner of such Carriage, his Executors or Administrators, may be sued and prosecuted for the same in any of His Majesty's Courts of Record; and if a Verdict or Judgment shall be given against him,

either on Proof made, or by Default, or upon Demurrer, the Plaintiff in any such Case shall recover his Damages sustained as aforesaid, with full Costs of Suit.

CLXXVIII. Provided always, and be it further enacted, That in case any Owner of any Carriage passing upon the said Railway shall be compelled to pay any Penalty, or to make any Satisfaction for any Damage, by reason of any wilful Act, Neglect, or Default of any of his Servants, every such Servant shall be liable to pay such Penalty or Satisfaction for Damage, or both, as the Case may be, with the Costs attending the same, to such Owner; and in case of Nonpayment thereof, on Demand, on Oath or (in the Case of a Quaker) Affirmation made by such Owner of the Payment by him of such Penalty and Satisfaction, or either of them, as the Case may be, and that the same hath not been repaid to him by such Servant although demanded, (such Oath or Affirmation being made before some Justice of the Peace for the County or Place in which such Penalty or Damage was incurred,) such Penalty and Satisfaction, or either of them, as the Case may be, and the Costs aforesaid, shall be levied by Warrant under the Hand and Seal of such Justice by Distress and Sale of the Goods and Chattels of such Servant, together with all Costs and Charges attending such Distress and Sale; and the said Penalty and Satisfaction, or either of them, as the Case may be, and Costs and Charges as aforesaid, when recovered, shall be paid to such Owner in discharge of such Penalty and Satisfaction, or either of them, and the Costs, so by him paid for the wilful Neglect or Default of such Servant as aforesaid; and in case no sufficient Distress can be had such Justice shall and he is hereby required to commit such Servant to some Common Gaol or House of Correction for the said County or Place, there to remain without Bail or Mainprize for any Time not exceeding Six Calendar Months.

Owners may recover over from their Servants Money paid for Penalties or Damage occasioned by their Negligence.

CLXXIX. And be it further enacted, That it shall be lawful for the said Company from Time to Time to make such Orders and Regulations as they shall think proper for regulating the travelling upon and Use of the said Railway, and for or relating to Travellers and Carriages passing upon the said Railway, and for or relating to the Mode and Means by which and the Speed at which such Carriages shall from Time to Time be moved or propelled, and the Times of their Departure and Arrival, and the loading or unloading thereof respectively, and the Weights which they shall respectively carry, and the Delivery of Goods and other Articles, Matters, and Things which shall be conveyed in or upon such Carriages, and also for preventing the smoking of Tobacco or Cigars, and the Commission of other Nuisances, in or upon the said Coaches or other Carriages, or in any of the Company's Stations, and generally for regulating the passing upon, using, and working the said Railway or other Works by this Act authorized, or in anywise relating thereto respectively; and all such Orders and Regulations shall be binding upon and conformed to by the said Company, and by all Owners of and Persons having the Care or Conduct of such Carriages, and by all Persons using and working the said Railway or other Works, upon pain of forfeiting a Sum not exceeding Ten Pounds for every Breach or Default: Provided always,

Company may regulate Passage on the Railway.

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that

that in every Case of Infraction or Nonobservance of any such Rules or Regulations which shall be attended with Danger to the Public, or which will obstruct or hinder the said Company in their due and lawful Use and Working of the said Railway, it shall be lawful for the said Company and their Agents summarily to interfere to obviate such Danger, or to remove or prevent such Obstruction or Hindrance, either by removing from the said Railway any Engine or Carriage which shall be used or worked thereon in contravention of any such Rules or Regulations, or otherwise as the Necessity of the Case may require.

Penalty on Persons obstructing the free Passage on the Railway.

CLXXX. And be it further enacted, That if any Person shall throw or place, or wilfully scatter or drop, any Gravel, Stone, Rubbish, or other Matter or Thing upon any Part of the said Railway, or shall extinguish any Light or Lamp set up by the said Company on or near the said Railway or other Works for the Purpose of lighting the same, unless by Authority of the said Company, or shall wilfully obstruct or prevent any Person in the lawful Execution of this Act, or shall do any Act, Matter, or Thing to obstruct the free Passage of the said Railway or any Part thereof, he shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Penalty on destroying the Railway or Works.

CLXXXI. And be it further enacted, That if any Person shall wilfully and to the Detriment of the said Undertaking or of the said Company injure, break, throw down, destroy, steal, or take away any Part of the said Railway or other Works erected or made by virtue of this Act, or any Part of the Materials of any such Works, so that the Use of or Passage on the said Railway shall be liable to be obstructed, impeded, or otherwise interrupted, every Person being lawfully convicted of any such Offence shall be subject and liable to the like Pains and Penalties to which Persons shall be liable in Cases of Larceny.

Penalty for obstructing the Railway by improperly loading or leaving Carriages.

CLXXXII. And be it further enacted, That if the Loading of any Carriage using the said Railway shall be suffered to extend more than Two Feet over and beyond the Flanch or Lip of each or any Wheel of such Carriage, or if any Carriage, or any Goods, Article, Matter, or Thing, shall be placed or suffered to remain on any Part of the said Railway or other Works so as to obstruct the Passage or Working thereof, and the Person having the Care of such Carriage, Goods, Article, Matter, or Thing shall not immediately upon Request made remove the same, then and in every such Case, and without Prejudice to any other Provision in this Act contained, or to any other legal Remedy or Proceeding, such Person shall forfeit and pay for every such Offence any Sum not exceeding Twenty Pounds for every Hour during which such Obstruction shall continue after the making of such Request, and so in proportion for any less Period than One Hour; and it shall be lawful for any Agent or Officer of the said Company to cause any such Carriage, Goods, Articles, Matters, or Things to be unloaded, if necessary, and to be removed in such Manner as shall be proper for preventing, terminating, or removing such Obstruction, and to detain such Carriages, Goods, Articles,

Matters, and Things, or any Part thereof, until the Expences occasioned by such Unloading or Removal and Detention shall be paid; and the said Company shall not, nor shall any Agent or Officer of the said Company, be liable or accountable for any Damage or Loss occasioned by any such Unloading, Removal, or Detention, or for any Delay occasioned thereby, or in any other Way relating thereto, save for wilful Damage done to any Carriage, Goods, Articles, Matters, or Things so unloaded, removed, or detained, nor shall they or he be liable for the safe Custody of any such Carriage, or Goods, Articles, Matters, or Things, which shall be so detained, unless the same shall be wrongfully detained by the said Company, or by the said Agent or Officer, and then only for so long a Time as the same shall be so wrongfully detained.

CLXXXIII. And be it further enacted, That if any Person, save and except the said Company, and their Agents and Servants and other Persons authorized by them, and by them authorized for the Purposes only of the said Undertaking, shall ride, lead, or drive, or cause to be ridden, led, or driven, or shall aid or assist in riding, leading, or driving, upon such Railway or any Part thereof, without the Licence and Consent of the said Company, any Horse, Mule, or Ass, or any Cow or other Neat Cattle, Sheep, Swine, or other Beast or Animal, (except only in directly crossing the same at Places to be appointed for that Purpose, or for the necessary Occupation, as herein-after mentioned, of the respective Lands through which the said Railway shall pass,) every Person so offending shall forfeit and pay any Sum not exceeding Ten Pounds nor less than Five Pounds for every such Offence.

Railway not to be used as a Passage for Horses or other Cattle.

CLXXXIV. And whereas it might be attended with great Danger to the Public if the said Railway were used by Persons on Foot; be it therefore enacted, That if any Person shall travel or pass on Foot upon the said Railway without the Licence and Consent of the said Company, except for the Purpose of attending any Carriage under his Care, and except the respective Owners or Occupiers of Lands through which the said Railway shall pass, and their respective Servants and Workmen, in passing across or over the same as herein-after authorized, every Person so offending shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Railway not to be used by Persons on Foot.

CLXXXV. Provided always, and be it further enacted, That it shall be lawful for the respective Owners and Occupiers of Lands through which the said Railway shall be made, and their respective Servants and Workmen, (except in Cases where the Company shall at their own Expence have made proper and convenient Communications from the Land on the one Side of the said Railway to the Land on the other Side thereof, according to the respective Provisions of this Act,) at all Times to pass and repass, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or other Cattle, Sheep, Swine, or other Beast, directly over and across such Part of the said Railway as shall be made in or upon their respective Lands, for the Purpose of occupying the said Lands (not damaging or obstructing such Railway or the Passage thereof), without Payment of any Rate or Toll for the same, provided

Owners and Occupiers of adjoining Lands to pass across the Railway without Payment of Tolls.

provided they shall not pass across or upon any other Part of the said Railway.

Right of such Owners and Occupiers to cross the Railway to cease when proper Communications made.

CLXXXVI. Provided always, and be it further enacted, That as soon as the said Company shall have built, formed, and constructed proper Bridges, Archways, Culverts, or Passages over or under the said Railway, and communicating between the Lands of the Owner or Owners respectively on one Side of the said Railway and the Lands of the same Owner or respective Owners on the other Side of the said Railway, together with lateral Paths or Roads along each Side of the said Railway from each of such Bridges, Archways, Culverts, or Passages to the others or other of them within the respective contiguous Lands of each such Owner, the Right of every such Owner from or between and along whose Lands such Bridges, Archways, Culverts, or Passages, and Paths or Roads shall have been made, and also of the Occupier and Occupiers of such Lands, and the Servants and Workmen of every such Owner and Occupier, to pass over the said Railway, and to ride, lead, or drive any Horse, Mule, or Ass, Cow or any other Neat Cattle, Sheep, Swine, or any other Beast, across the said Railway, pursuant to the Power herein-before contained, shall altogether cease, determine, and be at an end.

Difference arising as to the Number and Sufficiency of such Communications how to be determined.

CLXXXVII. Provided also, and be it further enacted, That if at any Time or Times any Difference shall arise between the said Company and any such Owner as to the Number and Sufficiency of any such Bridges, Archways, Culverts, or Passages, Paths or Roads, it shall be lawful for Two or more Justices of the Peace of the County or Place wherein the Lands respecting the Bridges, Archways, Culverts, or Passages, Paths or Roads, of which such Difference shall have arisen, shall be situated, acting within their respective Jurisdictions, on the Complaint of any such Owner or Owners, and after hearing the said Parties and their respective Witnesses, to determine the Matter of the said Difference, and to award and direct the Number of Bridges, Archways, Culverts, or Passages, and the Length, Width, and Dimensions of the Paths and Roads, which the said Company ought to make for the Purposes aforesaid; and all such Bridges, Archways, Culverts, and Passages shall from Time to Time be supported, maintained, and kept in good and sufficient Repair by the said Company; and if at any Time after Ten Days Notice in Writing shall have been given by or on behalf of any such Owner to the said Company that the said Bridges, Archways, Culverts, and Passages connected or running through the Lands of such Owner as aforesaid is or are not maintained and repaired according to the true Intent and Meaning of this Act, the said Company shall not proceed to maintain and repair such Bridges, Archways, Culverts, and Passages, it shall be lawful for such Owner or any Person acting on his Behalf to apply for an Order in Writing from any Two or more of such Justices of the Peace, from Time to Time as often as there shall be Occasion, and the said Justices are hereby authorized and empowered at their Discretion to make and grant such Orders as aforesaid, enabling such Persons to repair such Bridges, Archways, Culverts, and Passages accordingly; and the reasonable Expences thereof (to be ascertained by such Justices) shall be defrayed by

by the said Company; and in case of Neglect or Refusal to satisfy and defray such Expences for the Space of Twenty Days after Demand thereof made upon the said Company or upon their Secretary, such Expence shall or may be levied and recovered by Distress and Sale of the Goods and Chattels of the said Company in the same Manner as any other Costs and Charges may by virtue of this Act be levied and recovered from the said Company; and it shall be lawful for the said Company to purchase and take Lands for the Purpose of making such Communications and lateral Roads in like Manner as in Cases of Land taken and used for other Purposes of this Act.

CLXXXVIII. And be it further enacted, That it shall be lawful for Two or more Justices of the Peace for any of the said Counties of *Surrey* and *Southampton*, or of the Town and County of the Town of *Southampton*, from Time to Time to appoint such Persons as shall be nominated to them by any Three of the Directors of the said Company for that Purpose to be Special Constables within the said Railway and other Works, and every or any Part thereof; and every Person so appointed shall take an Oath, to be administered by any of the Justices of the Peace for any of the said Counties or Places, duly to execute the Office of a Constable for the said Premises; and every Person so appointed and sworn as aforesaid shall have Power to act as a Constable for the Preservation of the Peace, and for the Security of Persons and Property against Felonies and other unlawful Acts, within the Limits of the said Premises, and shall have, use, exercise, and enjoy all such Powers, Authorities, Protections, and Privileges for the apprehending of Offenders as well by Night as by Day, and for doing all Acts, Matters, and Things for the Prevention, Discovery, and Prosecution of Felonies and other Offences, and for the Preservation of the Peace, as Constables duly appointed now have by the Laws and Statutes of this Kingdom; and it shall be lawful for the said Justices, or any Three or more Directors of the said Company, to dismiss or remove any such Constable from his Office of Constable; and upon every such Dismissal or Removal all Powers, Authorities, Protections, and Privileges, by virtue of such Appointment as aforesaid vested in any Person so dismissed or removed, shall wholly cease.

Special Constables may be appointed for the Railway and Works.

CLXXXIX. And be it further enacted, That it shall be lawful for any Officer or Agent of the said Company, and all such Persons as he shall call to his Assistance, to seize and detain any Person whose Name and Place of Abode shall be unknown to such Officer or Agent who shall commit any Offence against this Act, and to convey him before some Justice of the Peace for the County or Place within which such Offence shall be committed, without any other Warrant or Authority than this Act; and such Justice is hereby empowered and required to proceed immediately to the hearing and determining of the Complaint.

For securing Offenders whose Names and Places of Abode are unknown.

CXC. And be it further enacted, That in all Cases wherein Damages or Charges are by this Act directed or authorized to be paid, and the Manner of ascertaining the Amount thereof is not [Local.] 29 I specified

Damages and Charges how to be ascertained and recovered.

specified or provided for, such Amount, in case of Nonpayment thereof, or any Dispute respecting the same, shall be ascertained and determined by Two or more Justices of the Peace for the County or Place wherein such Damages or Charges shall be incurred; and where by this Act any Damages or Charges are directed to be paid, in addition to any Penalty for any Offence, the Amount of such Damages and Charges, in case of Nonpayment thereof, or of any Dispute respecting the same, shall be settled and determined by the Justices by or before whom any Offender shall be convicted of such Offence; and such Justices respectively are hereby authorized and required, on Nonpayment of the Damages in any of the Cases aforesaid, to levy such Damages and Charges by Distress and Sale of the Offender's Goods and Chattels, in manner by this Act directed for the levying of any Forfeitures or Penalties.

Money ordered by any Justice to be paid by the Company how to be recovered.

CXCI. And be it further enacted, That when and so often as any Money shall by any Justice of the Peace be ordered to be paid, in pursuance of this Act, as or by way of Compensation or Satisfaction for any Materials or Costs, or for any Damage or Injury of any Nature or Kind soever done or committed by the said Company, or by any Person acting by or under their Authority, and such Money shall not be paid by the said Company to the Parties entitled to receive the same within Five Days after Demand in Writing shall have been made upon the said Company in pursuance of the Direction or Order made by such Justice, and in which Demand the Order of such Justice shall be stated, then and in such Case the Amount of Compensation or Satisfaction shall and may be levied and recovered by Distress and Sale of any Goods and Chattels of the said Company, under a Warrant to be issued for that Purpose by such Justice (which Warrant any such Justice is hereby authorized and required to grant, under his Hand and Seal, on Application made to him for that Purpose by the Party entitled to receive such Money); and in case any Overplus shall remain after Payment of such Money, and the Costs and Expences of hearing and determining the Matter in dispute, and also the Costs and Expences of such Distress and Sale, then and in such Case such Overplus shall be returned, on Demand, to the said Company.

Recovery and Application of Penalties.

CXCII. And be it further enacted, That all Penalties and Forfeitures inflicted or imposed by this Act, or by virtue of any Bye Law, Rule, or Order to be made in pursuance thereof, (the Manner of levying and recovering whereof is not otherwise herein particularly directed,) may, in case of Nonpayment thereof, be recovered in a summary Way by the Order and Adjudication of some Two or more Justices of the Peace for the County or Place in which the Offence shall be committed, on Complaint to them for that Purpose made, and afterwards be levied, as well as the Costs of any of such Proceedings, on Nonpayment, by Distress and Sale of the Goods and Chattels of the respective Offenders or Persons liable to pay the same, by Warrant under the Hands and Seals of such Justices; and the Overplus (if any) of the Money so raised or recovered, after discharging such Penalty or Forfeiture, and the Costs and Expences as aforesaid,

aforesaid, shall be returned, on Demand, to the Party whose Goods and Chattels shall be so distrained; all which Penalties and Forfeitures not herein directed to be otherwise applied shall be paid, one Moiety to the Informer, and the other Moiety to the said Company, unless such Penalties or Forfeitures shall be incurred by the said Company, in which Case such last-mentioned Moiety shall be paid to the Overseers of the Poor of the Parish, Township, or Place within which the Offence shall be committed, to be applied by such Overseers for the Benefit of the Poor of such Parish, Township, or Place; and in case such Penalties and Forfeitures shall not be forthwith paid it shall be lawful for such Justices and they are hereby required to order the Offender so convicted to be detained in safe Custody until Return can conveniently be made to such Warrant of Distress, unless such Offender shall give sufficient Security to the Satisfaction of such Justices for his Appearance before such Justices, or before some other Justices of the Peace having Jurisdiction, at such Time as shall be appointed for the Return of such Warrant of Distress, (such Time not being more than Three Days from the taking of such Security,) and which Security any of the said Justices are hereby empowered to take by way of Recognizance or otherwise; but if upon the Return of such Warrant it shall appear that no sufficient Distress could be had whereupon to levy the said Penalties or Forfeitures, and such Costs and Expences as aforesaid, and the same shall not be forthwith paid, or in case it shall appear to the Satisfaction of such Justices, upon the Confession of the Offender or otherwise, that he hath not sufficient Goods and Chattels whereupon such Penalties, Forfeitures, Costs, and Expences could be levied if a Warrant of Distress should be issued, such Justices shall not be required to issue such Warrant of Distress, but in such Case it shall be lawful for such Justices and they are hereby required by Warrant under their Hands and Seals to commit such Offender to some Common Gaol or House of Correction for the County or Place within their Jurisdiction, there to remain for any Time not exceeding Three Calendar Months, or until such Penalty or Forfeiture shall be sooner paid or satisfied, together with all the Costs and Charges attending such Proceedings as aforesaid, to be ascertained by such Justices, or until such Offender shall be otherwise discharged by due Course of Law.

CXCIII. And be it further enacted, That in all Cases in which by this Act any Penalty or Forfeiture is made recoverable by Information before any Justice of the Peace it shall be lawful for the Justice of the Peace before whom Complaint shall be made for any Offence committed against this Act to summon before him the Party complained against, and on such Summons to hear and determine the Matter of such Complaint, and on Proof of the Offence to convict the Offender, and to adjudge him to pay the Penalty or Forfeiture incurred, and to proceed in the Recovery of the same, although no Information in Writing or in Print shall have been exhibited before such Justice; and all such Proceedings by Summons, without Information in Writing or in Print, shall be as good, valid, and effectual to all Intents and Purposes as if an Information in Writing or in Print had been exhibited.

Justices may proceed by Summons for the Recovery of Penalties.

CXCIV. And

General
Power to
Justices to
administer
Oaths.

CXCIV. And be it further enacted, That in all Cases where any Justice of the Peace is authorized by this Act to examine any Person, or to take cognizance of or to hear or determine any Matter or Complaint; it shall be lawful for such Justice and he is hereby required to administer an Oath to or (in case of a Quaker) to receive the Affirmation of any Person, before he shall be examined by or before such Justice.

For com-
pelling Wit-
nesses to
attend before
the Justices.

CXCV. And be it further enacted, That if any Person who shall be summoned as a Witness to attend and give Evidence before any Justice of the Peace touching any Matter or Fact contained or involved in or affecting any Information or Complaint for any Offence committed against this Act, either on the Part of the Prosecutor or on the Part of the Party summoned, shall refuse or neglect to appear at the Time and Place to be for that Purpose appointed, having been paid or tendered a reasonable Sum for his Loss of Time, Costs, and Expences, without a reasonable Excuse for his Refusal or Neglect, or appearing shall refuse to be examined upon Oath (or, in case of a Quaker, on solemn Affirmation,) to give Evidence before such Justice, then and in either of the said Cases every such Person shall forfeit and pay any Sum not exceeding Five Pounds for every such Offence.

Authenti-
cated Bye
Laws to be
Evidence.

CXCVI. And be it further enacted, That in all Cases of Prosecution for Offences against the Bye Laws, Rules, or Orders of the said Company, the Production of a written or printed Paper purporting to be the Bye Laws, Rules, or Orders of the said Company, and authenticated by having the Common Seal of the said Company affixed thereto, shall be Evidence of the Existence of such Bye Laws, Rules, or Orders; and it shall be sufficient to prove that a printed Paper or painted Board, containing a Copy of such of the Bye Laws, Rules, or Orders as shall inflict or impose the Fine or Penalty sought to be recovered (not being against a Proprietor of the Company), hath been affixed and published in manner by this Act directed, and in case of its being afterwards displaced and damaged hath been replaced as soon as conveniently might be, unless Proof should be adduced by the Defendant that such printed Paper or painted Board does not contain a Copy of such of those Bye Laws or Orders as aforesaid, or hath not been duly affixed and generally continued in manner by this Act directed.

Forms of
Information
and Convic-
tion how to
be drawn up.

CXCVII. And be it further enacted, That all Justices of the Peace before whom any Person shall be informed against or convicted for or in respect of any Offence against this Act may cause the Information (whenever Information shall be taken in Writing or in Print) and the Conviction respectively to be drawn up according to the following Forms, or any other Forms to the same Effect, as the Case may require; (that is to say,)

Form of
Information.

‘ to wit. } **B**E it remembered, That on the
‘ of Day of *A. B.*
‘ Justices of the Peace for the County of *C. D.*, one of His Majesty’s
[as the Case
‘ may

may be,] that *E. F.* of [here describe the Offence,
 and the Time and Place when and where committed], contrary to an
 Act passed in the Fourth Year of the Reign of His Majesty King
William the Fourth, intituled [here insert the Title of this Act],
 which hath imposed a Forfeiture of [here insert the Penalty] for the
 said Offence. Taken the [here insert the Day of] Day of [here insert the Month]
 before me, *C. D.*

to wit. } **BE** it remembered, That on the [here insert the Day of] Day of [here insert the Month] in the Year of our Lord
E. F. is convicted before me, *C. D.*, one of His Majesty's
 Justices of the Peace for the County of [here describe
 the Offence, and the Time and Place when and where committed],
 contrary to an Act passed in the Fourth Year of the Reign of
 His Majesty King *William* the Fourth, intituled [here insert the
 Title of this Act]. Given under my Hand and Seal the Day and
 Year first above written.'

Form of
 Conviction.

CXCVIII. And be it further enacted, That where any Distress shall be made for any Money to be levied by virtue of this Act, the Distress itself shall not be deemed unlawful, nor shall any Party making the same be deemed a Trespasser, on account of any Defect or Want of Form in the Summons, Conviction, Warrant of Distress, or other Proceeding relating thereto, nor shall such Party be deemed a Trespasser *ab initio* on account of any Irregularity which shall be afterwards committed by him, but all Persons aggrieved by such Defect or Irregularity shall and may recover full Satisfaction for the special Damage by an Action upon the Case.

Distress not
 unlawful for
 Want of
 Form.

CXCIX. And be it further enacted, That all Corporations and Persons who may think themselves aggrieved by any Order or Judgment made or given in pursuance of any Bye Law, Rule, or Order of the said Company or of the said Directors, and also the said Company, and all other Corporations and Persons, who may think themselves aggrieved by any Order, Judgment, or Determination of any Justice of the Peace relating to any Matter or Thing in this Act mentioned or contained, and for which no Power of Appeal is by this Act specifically given, may, within Four Calendar Months next after such Order, Judgment, or Determination shall have been made or given, appeal to the Justices of the Peace at any General or Quarter Sessions to be held for the County or Place where the alleged Cause of Appeal shall arise, first giving Ten Days Notice in Writing of such Intention to appeal, and of the Grounds and Nature thereof, to the Party against whom such Complaint is intended to be made, or to the said Company (as the Case may be), and forthwith after such Notice entering into Recognizance before some Justice of the Peace, with Two sufficient Sureties, conditioned, in such Penalty as to such Justice shall seem right, to try such Appeal, and abide the Order and Award of the said Court thereon; and the said Justices shall in a summary Way either hear and determine the said Complaint at such General Quarter Sessions, or if they think proper may adjourn the Hearing thereof to the following General or Quarter Sessions of the Peace to be held for such County or Place; and the said Justices may, if they

Persons ag-
 grieved may
 appeal to the
 Quarter
 Sessions.

see Cause, mitigate any Penalty or Forfeiture, and may order any Money to be returned which shall have been levied in pursuance of such Bye Law, Rule, Order, or Determination, and may also order any such further Satisfaction to be made to the Party injured, as they shall judge reasonable, and may also order such Costs to be paid to the Party aggrieved by the Party aggressing as they shall think reasonable.

Proceedings not to be quashed for Want of Form or removed into the superior Courts.

CC. And be it further enacted, That no Proceeding to be had and taken in pursuance of this Act shall be quashed or vacated for Want of Form, or be removed by Certiorari, or by any other Writ or Process whatsoever, into any of His Majesty's Courts of Record at *Westminster* or elsewhere; any Law or Statute to the contrary notwithstanding.

Power to the Company to grant Releases to Witnesses.

CCI. And be it further enacted, That in all Actions, Suits at Law or in Equity, and in all Proceedings, under this Act or otherwise, against or by or on behalf of the said Company, and in all Arbitrations, References, and other Proceedings in or consequent upon or arising out of any such Actions, Suits, or Proceedings, it shall be lawful for any Three or more of the Directors of the said Company, for or on behalf of the said Company, to make, sign, seal, execute, and deliver such general or other Releases as may be or may be deemed necessary for the Purpose of exonerating, releasing, and discharging any Person who shall or may be produced as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding as aforesaid, from any Claim or Demand which may be necessary to be released by the said Company so as to qualify such Person to give Evidence as a Witness in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding aforesaid, and also to do any other Act, Matter, or Thing in any such Action, Suit, Prosecution, Arbitration, Reference, or other Proceeding which any Plaintiff or Defendant may do in any Action, Suit, or Prosecution, Arbitration, Reference, or other Proceeding; and every such Release, Act, Matter, and Thing shall be as valid and effectual in all respects, and to all Intents and Purposes whatsoever, as if the same were made under the Seal of the said Company.

Limitation of Actions.

CCII. And be it further enacted, That no Action, Suit, or Information, nor any other Proceedings of what Nature soever, shall be brought, commenced, or prosecuted against any Person for any thing done or omitted to be done in pursuance of this Act, or in the Execution of the Powers or Authorities or any of the Orders made, given, or directed in, by, or under this Act, unless Ten Days previous Notice in Writing shall be given by the Party intending to commence and prosecute such Action, Suit, Information, or other Proceeding, to the intended Defendant, nor unless such Action, Suit, Information, or other Proceeding shall be brought or commenced within Six Calendar Months next after the Act committed, or in case there shall be a Continuation of Damage, then within Three Calendar Months after the doing or committing such Damage shall have ceased, nor unless such Action, Suit, Information, or Proceeding shall be laid and brought in the County or Place within which the Matter in dispute

or Cause of Action shall have arisen; and the Defendant in such Action, Suit, Information, or Proceeding may plead the General Issue, and give this Act and the special Matter in Evidence at any Trial to be had thereupon, and that the Acts were done or were omitted to be done (as the Case may be) in pursuance or by the Authority of this Act; and if they shall appear to have been so done, or to have been so omitted to be done, or that such Action, Suit, Information, or Proceeding shall have been brought otherwise than as herein-before directed, then and in every such Case the Jury shall find for the Defendant; and upon such Verdict, or if the Plaintiff shall become nonsuited, or shall suffer a Discontinuance of his Action, Suit, Information, or other Proceeding, after the Defendant shall have appeared thereto, or if a Verdict shall pass against the Plaintiff therein, or if, upon Demurrer or otherwise, Judgment shall be given against the Plaintiff, the Defendant shall have his Costs, and shall have such Remedy for recovering the same as Defendants have for recovering Costs of Suit by Law in any other Cases.

CCIII. Provided also, and be it further enacted, That no Plaintiff shall recover in any Action for any Irregularity, Trespass, or other wrongful Proceeding made or committed in the Execution of this Act, if Tender of sufficient Amends shall have been made by or on behalf of the Party who shall have committed such Irregularity, Trespass, or other wrongful Proceeding, before such Action brought; and in case no Tender shall have been made it shall be lawful for the Defendant in any such Action, by Leave of the Court where such Action shall depend, at any Time before Issue joined, to pay into Court such Sum of Money as he shall think fit, whereupon such Proceedings, Order, and Adjudication shall be had and made in and by such Court as in other Actions where Defendants are allowed to pay Money into Court.

Plaintiff not to recover after Tender of sufficient Amends.

CCIV. And be it further enacted, That in all Cases in which it may be necessary for any Person or Corporation to serve any Summons or Demand, or any Notice or any Writ or other Proceeding at Law or in Equity, upon the said Company, personal Service thereof upon the Secretary of the said Company, or leaving the same at the Office of the said Company either in *London* or *Southampton*, or delivering the same to some Inmate at such Office, or in case the same shall not be found or known, then personal Service thereof upon any Agent of or Officer employed by the said Company, shall be deemed good and sufficient Service of the same respectively on the said Company.

Declaring what shall be good Service of Notice on the Company.

CCV. And be it further enacted, That in all Cases in which it may be necessary for the said Company to serve any Summons or Demand, or any Notice, or any other Writ, Proceeding at Law or in Equity, upon any Corporation or any Person whomsoever, under the Provisions or Directions contained in this Act, the same shall be in Writing or in Print, or partly in Writing and partly in Print, and be signed by the Secretary for the Time being of the said Company, without being required to be under the Common Seal of the said Company, and may be personally delivered to such Person, or left or sent by the Post to

Declaring what shall be good Service of Notice by the Company.

his

his last or most usual Place of Abode in *England*, or be delivered to some Member of such Corporation, or be left at his last or usual Place of Abode, or to some Clerk or other Officer of such Corporation, or be left at the Office of such Clerk or Officer, or at his last or usual Place of Abode, which shall be deemed good and sufficient Service of the same respectively upon such Person or Corporation (as the Case may be), except in Cases where any other Mode of Service is by this Act particularly directed.

Directors not personally answerable for Acts legally done as Directors.

CCVI. And be it further enacted, That no Director of the said Company hereby appointed or hereafter to be appointed under the Authority of this Act shall, by reason or means or on account of his being Party to, or making, signing, or executing, in his Capacity of Director of the said Company, pursuant to this Act, any Contract or other Instrument for or on behalf of the said Company, or otherwise lawfully executing any of the Powers and Authorities given to the said Directors by this Act, be subject or liable to be sued, prosecuted, or impleaded, either individually or collectively, by any Person whomsoever in any Court of Law or Equity or elsewhere; and that the Bodies, Goods, Chattels, Lands, or Tenements of the said Directors or any of them shall not, by reason, on account, or in consequence of any such Contract or other Instrument so entered into, or made, signed, or executed by them or any of them as aforesaid, or any other lawful Act which shall be done by them or any of them in the Execution of any of the Powers and Authorities given to them or any of them by this Act, be liable to be arrested, seized, detained, or taken in Execution, but that in every such Case any Person making any Claim or Demand upon the said Company, or upon any Directors thereof, under or by virtue of any such Contract or Instrument or other lawful Act, may sue and implead the said Company in like Manner as if such Contract, Instrument, or other Act had been entered into and executed and done under the Common Seal of the said Company.

How Debts may be proved in Cases of Bankruptcy.

CCVII. And be it further enacted, That in case any Fiat in Bankruptcy shall be awarded against any Person who shall be indebted to the said Company, or against whom the said Company shall have any Claim or Demand, it shall be lawful for any Person who shall from Time to Time in that Behalf be appointed by Writing under the Hands of any Three or more of the Directors of the said Company for the Time being to appear, and he is hereby authorized to appear and act on behalf of the said Company in respect of any such Claim, Debt, or Demand, before the Commissioners under any such Fiat in Bankruptcy, either personally or by his Affidavit to be sworn and exhibited in the usual Manner, in order to prove and establish any such Debt, Claim, or Demand under such Fiat; and such Person so to be appointed shall in all such Cases be admitted and allowed to make Proof or tender a Claim under any such Commission, on behalf of the said Company, in respect of such Debt, Claim, or Demand, and shall have such and the same Powers and Privileges as to voting in the Choice of Assignees and signing Certificates and otherwise, in respect of any Debt admitted to be proved on behalf of the said Company, as any other Person being a Creditor of such Bankrupt in his own Right would have in respect of the Debt proved by him under such Fiat.

CCVIII. Pro.

CCVIII. Provided always, and be it further declared and enacted, That nothing in this Act contained shall extend, or be deemed or construed to extend, to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the City and Liberty of *Westminster* and Part of the County of *Middlesex*, but all the Rights, Powers, and Authorities vested in them respectively shall be as good, valid, and effectual as if this Act had not been passed

Saving Rights of Commissioners of Sewers.

CCIX. And whereas by reason of the Exercise of the Powers by this Act granted there may be Deficiencies in the Assessments of Land Tax in the several Parishes through or in which the several Works hereby authorized may pass or be situate; be it therefore enacted, That the said Company shall, from and after they shall become seised and possessed by virtue of this Act of any Lands charged with the Land Tax, and until the Works hereby authorized to be made shall be completed and assessed to such Land Tax (unless the said Company shall think fit to redeem the same under the Powers of the Acts for the Redemption of Land Tax), be subject and liable from Time to Time to pay or make good to or in aid of the said several Parishes, Townships, or Places, out of the Monies to arise by virtue of this Act, all such Sums of Money as shall be deficient in the said several Assessments for Land Tax within the said several Parishes, Townships, or Places by reason or means of taking or using for the Purposes of this Act any Lands liable to such Assessments, according to the Rental at which the same were valued or rated at the Time of the passing of this Act, and the said Company are hereby required to pay all such Deficiencies, on Demand thereof, to the Collector of the said Assessments for such Parishes, Townships, or Places respectively.

Provision for Deficiencies in the Land Tax.

CCX. And be it further enacted, That unless the said Company shall within the Space of Three Years, to be computed from the passing of this Act, agree for or cause to be valued, and pay or cause to be paid for, as in this Act is mentioned, the Lands which they are by this Act empowered to take or use, or otherwise so much thereof as shall be by them deemed necessary and proper for the Purpose of making the said Railway or other Works hereby authorized (save and except the aforesaid Forty Acres of Land which the said Company are by this Act authorized to purchase in addition to the Lands hereby authorized to be taken or used for making the said Railway or other Works), then and from thenceforth the Powers which are hereby granted to them for taking or using such Lands shall cease and be utterly void.

If Land not contracted for within Three Years, Power of purchasing to cease.

CCXI. Provided also, and be it further enacted, That in case the said Railway and Works shall not have been made and completed (unless prevented by inevitable Accident) within the Space of Seven Years, to be computed from the passing of this Act, then from and after the Expiration of the said Term of Seven Years all the Powers, Authorities, and Privileges given by this Act shall cease and determine, save only and except as to so much, if any, of the said Railway and Works as shall be declared and certified to have been completed within the said Term by the Justices of the Peace for the said

If Railway not completed in Seven Years, Powers to cease, except as to such Part (if any) as shall be completed.

Town and County of the Town of *Southampton*, or for either of the said Counties of *Southampton* or *Surrey*, assembled at any General or Quarter Sessions of the Peace to be held in and for the Town and County of the Town of *Southampton*, or for either of the Counties of *Southampton* or *Surrey* respectively, as the Case may be, at any Time before the Expiration of the said Term of Seven Years, or within Six Calendar Months next after the Expiration thereof, upon the Evidence of Two or more Witnesses, upon Oath or (in the Case of Quakers) Affirmation, to be produced before such Justices for that Purpose.

If Railway abandoned, Land to revert to Owners of adjoining Lands.

CCXII. And be it further enacted, That if the said Railway or any Part thereof shall at any Time hereafter be abandoned or given up by the said Company, or after the same shall have been completed, shall for the Space of Three Years cease to be used and employed as a Railway, then and in such Case the Lands so taken by the said Company for the Purposes of this Act, or otherwise the Part or Parts thereof over which the said Railway or any Part or Portion of such Railway which shall be so abandoned or given up by the said Company shall pass, shall vest in the Owners for the Time being of the Land adjoining that which shall be so abandoned or given up in manner following, (that is to say,) one Moiety thereof in the Owners of the Land on the one Side, and the Remainder thereof in the Owners of the Land on the other Side thereof.

Duties payable to the Corporation of London on Coals brought by the Railway nearer to London than the City's Stone.

1 & 2 W. 4.

CCXIII. And whereas the Mayor and Commonalty and Citizens of *London* are entitled to certain Duties on Coals, Culm, and Cinders imported into the Port of *London*, or brought by the Grand Junction or *Paddington* Canals nearer to *London* than the Stone or Post at or near the North-east Point in *Grove Park* in the County of *Hertford*, or brought down the River *Thames* nearer to *London* than the City's Stone placed on the West Side of *Staines Bridge* in the County of *Middlesex*: And whereas by an Act passed in the First and Second Years of the Reign of His present Majesty, intituled *An Act for the regulating the Vend and Delivery of Coals in the Cities of London and Westminster, and in certain Parts of the Counties of Middlesex, Surrey, Kent, Essex, Hertfordshire, Buckinghamshire, and Berkshire*, it was enacted, that during the Term of Seven Years to be computed from the Thirty-first Day of *December* then next, in lieu of all other Rates and Duties payable to the Mayor and Commonalty and Citizens of the City of *London*, the Sums of One Shilling and One Penny per Ton on all Coals, Culm, and Cinders brought nearer to *London*, on the said Grand Junction and *Paddington* Canals and River *Thames*, than the Places aforesaid, should be paid to such Person or Persons, and at such Place or Places, in such Manner, and under such Regulations, as the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, should from Time to Time direct or appoint, with such Powers for the Recovery thereof as are therein mentioned or referred to: And whereas the said Duties would be evaded if Coals, Culm, and Cinders could be brought to or near *London* by means of the said Railway without Payment thereof; be it therefore enacted, That the like Duty per Ton as shall for the Time being be payable to such Person or Persons as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall direct or appoint,

on Coal, Culm, and Cinders brought by the Grand Junction and Paddington Canals nearer to London than the said Stone or Post in Grove Park aforesaid, or down the River Thames nearer to London than the said City's Stone on the West Side of Staines Bridge, shall be paid in like Manner on all Coals, Culm, and Cinders brought by the Railway hereby authorized to be made nearer to London than a Stone to be placed at the Junction of the Basingstoke Canal and River Wey Navigations in the Parish of Chertsey, or in case any Deviation is made from the Line of the said Railway, as near thereto as Circumstances will admit; and the same Duty shall be payable to such Person or Persons, at such Place or Places, in such Manner, and under such Regulations, as the said Mayor, Aldermen, and Commons, in Common Council assembled, shall from Time to Time direct or appoint, with the same Powers and Authorities for giving Receipts for and enforcing or recovering Payment of the same as are given by the said herein-before recited Act of Parliament in respect of the like Duty on Coals, Culm, and Cinders brought down the River Thames nearer to London than the said City's Stone on the West Side of Staines Bridge: Provided always, that nothing herein contained shall extend to prevent the said Company, their Workmen and Agents, or other Persons using the said Railway pursuant to the Powers contained in this Act, from bringing by the said Railway, to any Point of the said Railway nearer to London than the said Stone in the said Parish of Chertsey, all such Quantities of Coal and Coke from Time to Time as shall be required to be used and shall be *bonâ fide* used for the Purposes of the Engines of the said Company, not exceeding Five hundred Tons in any One Year, without any Duty being payable in respect of such Coals or Coke: Provided always nevertheless, that if any Coals or Coke brought nearer to London than the said last-mentioned Stone, without the Duty being paid in respect thereof according to the Provisions herein-before contained, shall be used otherwise than for the Purposes of the Engines of the said Company, or more than Five hundred Tons of such Coals or Coke shall be so brought in any One Year, without the Duty being paid in respect thereof as aforesaid, the said Company shall, in either of such Cases, for every Ton of such Coals or Coke so brought and otherwise used, or for every Ton of such Coals or Coke exceeding Five hundred Tons in any One Year (as the Case may be), forfeit and pay to the said Mayor and Commonalty and Citizens the Sum of One hundred Pounds, to be recovered by Action of Debt, Bill, Plaint, or Information, in any of His Majesty's Courts of Record at Westminster, wherein no Essoign, Protection, or Wager of Law, or more than One Imparlance, shall be allowed.

Allowing a certain Quantity of Coals to be consumed for the Purposes of the Railway without Payment of Duty.

CCXIV. Provided always, and be it further enacted, That nothing in this Act contained shall extend to prejudice or derogate from the Estates, Rights, Privileges, Franchises, Jurisdiction, or Authority of the Mayor and Commonalty and Citizens of the City of London, or their Successors, or the Lord Mayor for the Time being, or to prohibit, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing of this Act the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being as Conservator of the River Thames, did or might lawfully claim, use, or exercise, or to authorize or empower the said Company to encroach

Saving the Rights of the Corporation of London.

encroach upon, or interfere with any Part of the Soil or Bed of the said River or the Shore thereof, so as to alter or divert the Course of the said River or the Waters thereof.

Saving the Rights of the Commissioners of Sewers for Surrey and Kent.

CCXV. Provided always, and be it further enacted by the Authority aforesaid, That nothing in this Act contained shall extend, or be deemed or construed to extend, to alter, prejudice, diminish, or take away any of the Rights, Powers, or Authorities vested in the Commissioners of Sewers for the Limits extending from *East Mouldsey* in the County of *Surrey* to *Ravensborne* in the County of *Kent*, but that all such Rights, Powers, and Authorities shall be as good, valid, and effectual as if this Act had not been passed.

Act may be amended during present Session.

CCXVI. And be it further enacted, That this Act or any Part thereof may be amended, altered, or repealed by any Act or Acts to be passed in the present Session of Parliament.

Act to be a Public Act.

CCXVII. And be it further enacted, That this Act shall be deemed a Public Act, and shall be judicially taken notice of as such by all Judges, Justices, and others.

The FIRST SCHEDULE referred to by the foregoing Act.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
COUNTY OF SURREY.				
<i>Parish of Battersea.</i>				
2	John Sanders	-	Charles Francis	Wharf.
3	Ditto	Charles Francis	John Freeman Tuggy	Occupation Road to Windmill.
6	Thomas Ponton	-	Francis, White, Francis, & Brothers.	Yard and Outbuildings.
7	Ditto	William Ford	Daniel Trimmis	Garden and Shed.
10	} Ditto	-	William Ford	10. Stable and Yard.
11				11. Garden.
12	Ditto	-	James Farren	Garden.
13	Ditto	-	James Mantle	Garden.
14	Ditto	-	Thomas Alfred Young	Market Garden.
17	Edward Haward	-	Edward Haward	Market Garden.
19	Thomas Ponton	John and Henry Hutton.	Malachi Foott	Mill-dam Bank.
20	} Ditto	John and Henry Hutton.	John and Henry Hutton.	20. Mill-dam.
21				21. Mill-dam Bank.
22	Ditto	William Bedford - George Hollingsworth	{ Rev. John Grenside } { Weddell - - - }	Garden.
24	Ditto	William Bedford - William Shersby - }	David Young	Land and Buildings.
25	Stephen Topping and Jane his Wife.	James Marks	Frederick Meyers	Land, Shed, and Premises.
26	Robert Williams	-	Francis Lever	Cottage and Garden, &c.
27	Ditto	-	Emanuel Morris	Ditto.
28	Ann Griffin	-	Abraham Hill	Ditto.
29	William Jones	-	Henry Smith	Ditto.
30	Ditto	-	Joseph Haslam	Ditto.
31	Robert Williams	-	Edward Giles	Ditto.
32	Stephen Topping and Jane his Wife.	James Marks	Walter Simpson	House and Yard, Garden and Stable, &c.
33	Stephen Topping and Jane his Wife.	James Marks	John Gillman	Yard and Shed.
35	Joseph Cooper	James Marks	Frederick Meyers	Cottage and Garden, &c.
36	Ditto	-	Vacant	Three Cottages and Yards.
36a	John Lucas	John King	Eleanor Stevenson	House and Garden.
38	Joseph Cooper	-	Vacant	Garden.
38a	John Lucas	-	William Greenaway	House and Garden.
39	Thomas Peckham	-	John Williams	Cottage and Garden, &c.
40	Ditto	-	John Restell	Ditto.
41	Jane M. Stone	-	Isaac Saunders	Ditto.
42	Ditto	-	William Collins	Ditto.
43	Mrs. Fawcett	-	Jacob Nash	Ditto.
48	John Lucas and James Lucas.	-	James Cox	Cottage, Outbuildings, and Yard.
50	Abraham Seward	-	John Valler	Garden
51	George Gwynn	-	Thomas Skinner	Cottage and Yard, &c.
53	George Brough	-	William Wise	Cottage and Garden, &c.

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No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
54	George Brough	- - -	James Lever	Cottage and Garden, &c.
55	John Paynter	- - -	Peter White	Ditto.
56	Samuel Closs	- - -	John Pascoe	Ditto.
57	Ditto	- - -	John Valler	Ditto.
58	John Inwood	Benjamin George Hodges.	Richard Pember	Ditto.
59	J. G. Posten	- - -	James Mace	Ditto.
60	} John Lucas and James Lucas	} - - -	Elizabeth Ashley	Ditto.
61			William Plank	William Plank
64	William Plank	- - -	Thomas Gwynne	Market Garden.
65	Daniel Sturdy senior	- - -	Edward Matson	Garden.
68	Richard Worlidge Southby.	- - -	John Oakley	Market Garden.
86	Richard Worlidge Southby.	- - -	Thomas Carter	Ditto.
113	} Thomas Carter	} - - -	Thomas Carter	Ditto.
116				
94	} Earl Spencer	} - - -	Samuel Poupart	Market Gardens and Occu- pation Road.
98				
99				
100	} Earl Spencer	} - - -	Samuel Hayhurst Lucas.	Garden.
102				
118	Samuel Hayhurst Lucas.	- - -	Thomas Parks	Garden and Paddock.
121	Henry Heylyn	- - -	George Hughes	House, Premises, and Gar- den.
122	George William Frederick Delavaud.	- - -	Arthur Bailey	Orchards.
123	} Ditto	} - - -	Sarah Picking	House, Premises, and Gar- den.
124				
125				
128	Earl Spencer	- - -	Samuel Fisher	Garden.
128a	Ditto	John Alder, Charles Allen Young, An- thony Fothergill Bainbridge	William Brown	Market Garden.
129	Ditto	- - -	John Alder	Orchards.
131	} Ditto	} - - -	Arthur Burridge	Market Garden.
132				
133	} Ditto	} - - -	Henry Wilkins	Pleasure Ground.
134				
139	Ditto	- - -		

Parish of Wandsworth.

2	Earl Spencer	- - -	William Wilson	Paddock.
3	Inhabitants of Wandsworth.	- - -	- - -	Pond and Islands.
6,8	William and Thomas Potter.	- - -	William and Thomas Potter.	Market Gardens.
7	William Nottage	- - -	William Nottage	Paddock and Summer-house.
14	Sophia Sheppard	- - -	Josh. Rigge Robt. Brockbank, and Henry Rigge	Lavender Garden.
18	William Reeves	- - -	John Claridge	Garden.

Parish of Wimbledon.

15	Earl Spencer	- - -	William Paterson	Park and Lodge.
25	} Dean and Chapter of Worcester	} Earl Spencer	Thomas Partridge	Market Gardens.
26				
51	{ Charles Christopher Pepys	{ - - -	{ Edward Giles and George Heath	Cottages and Garden.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>Parish of Kingston-upon-Thames.</i>				
23	James Venus -	- - -	James Venus - -	Cottage, Hothouse, Garden, &c.
27	Alexander Mitchelson -	- - -	Alexander Mitchelson	Nursery Garden.
31	Charles Edward Jemmett, Thomas William Farmer, and Thomas Fricker, Trustees and Executors of the late Mr. Skynam -	- - -	Elizabeth Tosley - Sarah Harriet - Neighbour Tosley - Mary Eliza Tosley -	Garden.
35	Charles Rowles -	Charles Edward Jemmett, Thomas William Farmer, and Thomas Fricker, Trustees and Executors of the late Mr. Skynam -	Thomas Champion -	Willow Bed
70	Sarah Penner -	- - -	Edward Bowry -	Farm Buildings.
66	Sarah Penner -	- - -	John Spong - -	Market Garden.
71	Corporation of Kingston.	- - -	John Gaiel - -	Cottage and Garden.
72	Henry Stacey -	- - -	Henry Stacey -	Garden.
74	John Burges Watson -	- - -	John Burges Watson	Paddock.
76	Christopher Terry -	- - -	Christopher Terry -	Plantation.
82	William Walter -	- - -	William Walter -	Garden and Shed.
<i>Parish of Long Ditton.</i>				
14	William and Sarah Gee.	- - -	John Blake - -	Orchard.
<i>Parish of Thames Ditton.</i>				
25	John Turner -	- - -	John Turner -	Osier Bed.
27	John Turner -	- - -	William Pryor -	Garden.
<i>Parish of Esher.</i>				
4	John William Spicer -	- - -	John Woods - Daniel Dallen - William Goldsmith - Thomas Smith -	Cottages, Shed, and Garden.
8	John William Spicer -	- - -	Thomas Sawell -	Two Gardens in this Field.
12	The Hon. Locke King.	- - -	William Bedser -	House, Farm, Buildings, Yard, Garden, &c.
16	John William Spicer -	- - -	John William Spicer -	Plantation, &c.
17	Lord Hotham and Sir George Berkeley.	- - -	Nevill and Druce -	House, Gardens, Yard, &c.
<i>Parish of Walton-upon-Thames.</i>				
19	John William Spicer	Andrew Scott -	Andrew Scott -	Shed and Paddock.
22	Charles White Taylor	James Luff -	James Luff -	Cottage, Premises, Garden, and Field.
28	Thomas Nightingale	- - -	Thomas Nightingale -	Barn and Rick-yard.
29	Charles Thelwell Abbott and Abel Jenkins.	- - -	Charles Thelwell Abbott and Abel Jenkins.	Part Plantation.

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No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
38	The Churchwardens, Overseers, and Trustees for the Poor of Walton-upon-Thames.	- - -	Themselves - -	Almshouses and Gardens.
62	Sir Henry Fletcher, Bart.	- - -	Sir Henry Fletcher, Bart.	Plantation.
40	Sir Henry Fletcher, Bart.	- - -	John Atkins - -	Cottage and Garden.
41	The Churchwardens, Overseers, and Trustees for the Poor of Walton-upon-Thames.	- - -	Robert Page - -	Garden.
42	Ditto - -	- - -	William Clarkson - -	Ditto.
43	Mary Osborne - -	- - -	Mary Osborne - -	Paddock and Part Plantation.
47	The Churchwardens, Overseers, and Trustees for the Poor of Walton-upon-Thames.	- - -	Vacant - -	Garden.
48	Ditto - -	- - -	{ John Best, or Mary Best - - }	Ditto.
49	Ditto - -	- - -	Mary Osborne - -	Private Road.
51	Ditto - -	- - -	Vacant - -	Garden.
52	Ditto - -	- - -	James White - -	Ditto.
54	Ditto - -	- - -	Frederick Thorpe - -	Ditto.
55	Ditto - -	- - -	William Johnson - -	Ditto.
56	Ditto - -	- - -	Henry Day - -	Ditto.
57	Ditto - -	- - -	Charles Day - -	Ditto.
58	Ditto - -	- - -	William Day - -	Ditto.
59	Ditto - -	- - -	Stephen Wing - -	Ditto.
65	Sir Richard Frederick, Bart.	- - -	Sir Richard Frederick, Bart.	Plantation, Part of Burwood Park.
68	{ Edward Hughes Ball Hughes - }	- - -	Lord Francis Egerton {	Plantation, Part of Oatlands Park.
72	Ditto - -	- - -	{ Edward Hughes Ball Hughes - }	Plantation and Occupation Road.
<i>Parish of Weybridge.</i>				
7	{ Edward Hughes Ball Hughes - }	- - -	{ Edward Hughes Ball Hughes - }	Plantation.
8	Robert Bartrop - -	- - -	Robert Bartrop - -	Plantation.
10	Weybridge Glebe, Rev. K. C. Bayley, Rector.	- - -	Thomas Tompkins - -	Cottage, Garden, and Land.
11	Ditto - -	- - -	Late Abraham Silk - -	Ditto.
12	Ditto - -	- - -	Richard Chapman - -	Ditto.
13	Ditto - -	- - -	Jeremiah Simmon - -	Ditto.
19	The Hon. Locke King.	- - -	The Hon. Locke King	Plantation.
25	Ditto - -	- - -	John Penn - -	Cottage and Garden.
<i>Parish of Chertsey.</i>				
WOODHAM TITHING.				
6	Robert Todd - -	- - -	Thomas Brown - -	Barns, Outbuildings, and Yards.
18	Proprietors of the River Wey Navigation.	- - -	- - -	Navigation Towing Path and Banks.

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No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
19	Durley Grazebook -	- - -	James Jater - -	Cottage, Garden, and Fields.
20	Robert Dicker -	- - -	Robert Dicker -	Cottage, Buildings, Garden, and Paddock.
23	The Hon. Locke King.	- - -	The Hon. Locke King	Plantation.
<i>Parish of Byfleet.</i>				
8	Proprietors of the River Wey Navigation.	- - -	- - -	Navigation Towing Path and Banks.
9	} James Sparkes -	- - -	James Sparkes -	Plantations.
10				
15				
<i>Parish of Pirford.</i>				
3	} The Hon. Locke King - - }	- - -	The Hon. Locke King	Plantations.
6				
7				
8				
9				

Parish of Woking.

HEATHSIDE TITHING, included in TOWN STREET DIVISION.

1	Thomas Taylor -	- - -	Thomas Taylor -	Cottage and Garden.
2	William Coyer, or the Parish of Woking - - }	- - -	William Coyer -	Ditto.
3	Robert Lawrence, or the Parish of Woking - - }	- - -	Robert Lawrence -	Ditto.

KINGFIELD otherwise KENVILLE TITHING.

9	James Trigg -	- - -	{ Charles Jackman - } Elizabeth Vinnvine - }	Two Tenements and Gardens.
10	Ditto -	- - -	James Trigg -	Barn and Yard.

GOLDSWORTH otherwise GOLDINGS and KNAPHILL TITHINGS.

10	James Trigg -	- - -	William Trigg -	Rick-yard, &c.
14	Joseph Spooner -	- - -	Joseph Spooner -	Cottage, Buildings, Premises, and Garden.
15	Mary Ann Strudwick -	- - -	John Chapman -	Nursery Ground.
16	Ditto -	- - -	George Chapman -	Ditto.
19	} George Chapman -	- - -	George Chapman	19. Cottage, Shed, and Garden.
20				20. Nursery Ground, Barn, &c. in ditto.
25	John Tickner -	- - -	{ William Lee and } Thomas May - }	Cottages and Gardens.
26	The Earl of Onslow -	- - -	The Earl of Onslow -	Fish Pond:
27	John Chapman -	- - -	John Chapman -	House, Shed, and Nursery Ground.
28	James Giles -	- - -	Thomas Boxall -	Cottage and Garden.
29	Devises of George Skeet.	- - -	Arthur Skeet -	Ditto.
30	Thomas Chapman -	- - -	William Chapman -	Cottage, Shed, and Garden.

[Local.]

29 N

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No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
31	James Bullen	-	James Bullen	Cottage and Garden.
32	John Bullen	-	John Bullen	Ditto.
33	Samuel Eels	-	Samuel Eels	Ditto.
<i>Parish of Pirbright.</i>				
13 } 14 } 16 } 17 }	Henry Halsey	Thomas Woods	Henry Woods	Mill Ponds.
<i>Parish of Ash.</i>				
FRIMLEY CHAPELRY or HAMLET.				
1	John Alliston	-	Edward Jarman Lance	Plantation.
2	John Champ Hughes	-	John Champ Hughes	Garden Ground.
3	John Alliston	-	Edward Jarman Lance and John Champ Hughes.	Cottage and Garden, &c.
7	The Parish Lands	-	James Ellesley	Cottage and Garden.
8	Ditto	-	Henry Edington	Ditto.
9	Ditto	-	William Wood	Ditto.
10	Ditto	-	William Young	Ditto.
11 } 14 } 15 } 18 }	John Richard Birnie	-	John Richard Birnie	11, 14. Plantations. 15. Occupation Road and Plantation. 18. House, Premises, and Garden.
22	Company of Proprietors of Basingstoke Canal	-	Themselves	Canal Towing Path and Banks.
23 } 24 }	Isaac Clark	-	Isaac Clark	House, Premises, Garden, Yard, and Paddock.
33	Thomas Wooldridge	-	Thomas Wooldridge	Cottage, Garden, and Field.

COUNTY OF SOUTHAMPTON.

Parish of Farnborough.

24	Mary Foreman	-	Mary Foreman	Plantation.
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Parish of Yateley.

COVE TITHING.

5	Samuel Sigery Goddard.	-	George Knight	Cottage and Garden.
6	Samuel Sigery Goddard.	-	Samuel Sigery Goddard.	House, Farm Buildings, Premises, Yard, and Garden.
9	Sarah Nash	-	Sarah Nash	Two Tenements, Shed, Garden, &c.
17	James Brown	-	William Burratt	-
			James Brown	Cottage, Shed, and Garden, &c.
31	Jane Mason	-	Jane Mason	Pottery, Buildings, Yard, &c.
32	Sarah Nash	-	Thomas Ellis, Joseph Harwood, and Francis Lord	Cottages and Garden.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
HAWLEY TITHING.				
4	George Maynard -	-	{ George Maynard George Harris William Ruffle - }	Cottage and Field.
18 20 30 31	{ George Sex & Edward Sex - }	-	{ George Sex & Edward Sex - }	18, 30. In part Plantation. 20, 31. Plantations.
28	Henry Wilmot Seton -	-	{ John Spreadbury Richard Goddard - }	Garden.
29	Ditto -	-	George Hawkins -	Part Plantation.
46	James Matthews -	-	Thomas Ellis -	Plantation.
59	The Dean and Chapter of Winchester.	Elizabeth Davis and Joseph Goodenough, as Trustees under the Will of the late Thomas Nichols.	George Curtis -	Fleet-pond.
<i>Parish of Crondall.</i>				
COOKHAM TITHING.				
1	The Dean and Chapter of Winchester.	Elizabeth Davis and Joseph Goodenough, as Trustees under the Will of the late Thomas Nichols.	George Curtis -	Fleet-pond.
5	William Robert Burgess -	-	William Robert Burgess -	Part Plantation.
<i>Parish of Elvetham.</i>				
3	Lord Calthorpe -	-	John Maynard -	Garden or Plantation.
7	Ditto -	-	George Hewitt -	Bog Farmhouse, Premises, Garden, and Yard.
<i>Parish of Winchfield.</i>				
14 15	{ George Bainbridge -	-	John Cook -	Greenham's Farm, Cottage, Barn, Stable, Premises, Garden, Yard, and Meadows.
29 35 34	{ Ditto - Ditto -	-	Francis May - George Bainbridge -	29. Shed and Meadow. 35. Cottage and Garden. Welsh's Farm, Barn, Shed, Premises, and Yards.
<i>Parish of Newnham.</i>				
6	Corpus Christi College, Oxford, or Lord Bolton.	Cole, Lamb, & Brooks.	William and George Morris.	Cottages and Gardens.
12	Lord Bolton -	-	John Ford -	Shed, Yard, and Orchard.
13	George Purefoy Jervoise.	John Duckett -	{ John Duckett and Elizabeth Venables }	Cottage, Sheds, Garden, and Orchard.
14	Lord Bolton -	John Duckett, Lifeholder.	John Duckett -	Part of Orchard.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
15 17	} Lord Bolton -	William Orford -	William Orford -	Travellers Rest Public House, Sheds, Blacksmith's Shop, Garden, and Orchards, &c.
18	Ditto -	William Orford, Lifeholder.	Thomas Moody -	Cottage and Garden.
21	William Barrett -	-	William Barrett -	Cottage, Outbuildings, Garden, and Orchard.
<i>Parish of Nately Scures.</i>				
7	The Hon. William Pole Tylney Long Wellesley.	-	William Gabbitas -	The Holt Farmhouse, Barns, Premises, Garden, and Yards.
12	John Horne -	-	Aaron Rogers -	Shed.
20	Lord Dorchester -	-	John Ford -	Cottage, Garden, and Orchard.
<i>Parish of Basing otherwise Old Basing.</i>				
14 16	} Lord Bolton -	-	John May -	Woods or Plantations.
15 21 22 23 24 29 34 36	} Ditto -	-	Lord Bolton -	Ditto.
47 50	} Ditto -	{ Richard Booth, Lifeholder.	Richard Booth -	{ 47. Orchard. 50. Paddock.
49	Ditto -	{ Ditto -	{ Richard Booth and William Parker -	{ Barn, Yard, &c.
67	Ditto -	Samuel Clarke -	Samuel Clarke -	Barn and Yards.
45	Ditto -	Olive Littleworth -	Richard Booth -	Orchard.
48	Ditto -	Richard Booth -	{ William Targut James Taphouse -	{ Cottages, &c., and Garden.
55 56 57 58 59 60	} Ditto -	-	{ George May James Taphouse John Quilly Hannah Paice Thomas Bye Joseph Fisher -	{ Gardens.
62	William Luttley Sclater	Daniel May -	Lucy May -	House, Premises, and Garden.
63	Ditto -	Anne Goffe -	Anne Goffe -	Cottage and Garden.
64	Ditto -	Benjamin Rosier -	{ Richard Young and Benjamin Rosier -	{ Cottages and Garden.
a	Ditto -	David Ilsley -	William North -	Cottage and Garden.
b	Ditto -	Ditto -	{ Charles Ackland and Hannah White -	{ Cottages and Gardens.
65	Ditto -	William Heath -	{ Barnard Richardson Thomas Taphouse David Eames William Williams Joseph Wellman James Heath Richard Soper -	{ Gardens.
69	Ditto -	Henry Quilley -	Henry Quilley -	Gardens and Tenement.
69a	Ditto -	John Appleton -	John Appleton -	Cottage.
70	Ditto -	Benjamin Rosier -	David Ilsley -	Cottage and Garden.
71	Ditto -	John Appleton -	John Appleton -	Garden.
72	Ditto -	David Ilsley -	Benjamin Rosier -	Garden.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
73	Barnard Richardson	- - -	Richard Soper - - -	Garden.
74	Ditto - - -	- - -	Thomas Taphouse - - - David Eames - - - William Williams - - - James Heath - - - Joseph Wellman - - -	Cottages and Gardens.
75 76	} Ditto - - -	- - -	Richard Soper - - - Barnard Richardson - - -	Gardens.
<i>Parish of Basingstoke.</i>				
4	William Whistler jun.	- - -	William Whistler jun.	House, Mill Premises, Garden, and Yard.
6	Ditto - - -	- - -	William Whistler jun. - - - Thomas Hellesley - - -	Cottages.
7	John Mills - - -	- - -	John Mills - - -	Workshop, Premises, Garden, and Yard.
14	Merton College, } Oxford - - -	William Curtis	William Wilde - - - William Cowdery - - - Jane Boucher - - -	Cottages and Gardens.
19	The Churchwardens } and Overseers of } the Parish of Ba- } singstoke - - -	- - -	John Fairman - - - Mary Byle - - - Henry Collier - - -	Cottages and Gardens.
20	Maurice Workman	- - -	John Smith - - -	Garden.
21	The Churchwardens } of the Parish of } Basingstoke - - -	- - -	Susanna Dickenson - - - Mary Bridgeman - - - Elizabeth Brown - - -	Cottages and Gardens.
22	William Hilyer - - -	- - -	Thomas Moody - - -	Cottage and Garden.
23	Ditto - - -	- - -	William Hilyer - - -	Ditto.
24	Merton College, Ox- } ford.	William Curtis	William Taylor - - -	Ditto.
25 26	} Margaret Wright - - -	- - -	William Clarke - - -	Cottages and Gardens.
29	Thomas and Charles May	- - -	Thomas and Charles May	Plantation.
31 32	{ Parish of Basing- } stoke, the Over- } seers thereof - - -	- - -	Thomas Eastmond - - -	31. Garden, Yard, &c. 32. Old Pest-house.
40	John Moth - - -	- - -	Charles Wheeler - - - Thomas Wheeler - - - Peter Dry - - -	Cottages and Gardens.
48	Pembroke College, } Oxford, and } Robert Garrett }	John Taplin	John Taplin and Henry } Foss.	} Paddock.
<i>Parish of Worting.</i>				
2	Rev. Lovelace Bigg } Wither - - -	- - -	Rev. Lovelace Bigg } Wither - - - Daniel Stonage - - - Hannah Harmsworth - - -	Garden Land.
4	Trustees of the } Basingstoke and } Aldermaston } Turnpike Road.	Henry Willis	William White - - -	Turnpike Gate House and Garden.
5 6	} Rev. Lovelace Bigg } Wither - - -	} Richard Read	Richard Read - - -	} 5. Gardens. 6. White Hart Inn Brew- house, Out-buildings, Yards, Gardens, and Paddock.
<i>Parish of Wootton Saint Lawrence.</i>				
20	Dean and Chapter } of Winchester.	Robert Garrett sen.	Robert Garrett jun. - - -	Farm Buildings, Yards, and Paddock.
21	Ditto - - -	John Taplin - - -	John Taplin - - -	Paddock.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
<i>Parish of North Waltham.</i>				
18 19 21 22 23	George Harriott -	-	George Harriott -	Paddock. Orchard and Paddock. Garden. Paddock. Paddock and part Plantation.
		-	-	
		-	-	
		-	-	
		-	-	
<i>Parish of Mitcheldever.</i>				
NORTH BROOK TITHING.				
28	Sir Thos. Baring -	-	Thomas Dowding -	Sheep-house, Farm Buildings, Yards, Plantation, &c.
WESTON COLLEY TITHING.				
39	{ Sir William Heathcote -	-	Hinton Bailey -	39. Mill, Yard, and Garden.
<i>Parish of Headbourne Worthy.</i>				
4, 5	Thomas Chamberlayne.	-	Richard Vokes -	Paddock, Farm Buildings, Yard, &c.
<i>Parish of Saint Bartholomew Hyde.</i>				
2 6	{ William Symonds	-	William Symonds -	{ 2. Plantation. 6. Part of Plantation.
<i>Parish of Week.</i>				
2, 4	Dean and Chapter of Winchester.	Ann Patience Letford	Ann Patience Letford	Gardens.
14 15	{ William Shepherd	-	William Shepherd -	{ 14. Garden. 15. Paddock, Coach-house, Stable, &c.
16	Winchester College	William Shepherd	Ditto -	Paddock.
21 23	{ Mary Golding -	-	{ Laban Lockyer and William Arrowsmith	{ Gardens.
<i>Parish of Saint Thomas.</i>				
1	Mary Golding	-	{ Laban Lockyer and William Arrowsmith	Garden.
2	Robert Rogers -	-	{ Joseph Pritchard and John Snow Clark -	Ditto.
5	Corporation of Winchester.	William Burnett	{ Robert Goodden Ricketts Charles Pyke, and John Burnett -	{ Cottages, Garden, Barn, Yard, and Premises.
6	George Twynam -	-	George Twynam -	House, Garden, Premises, Land, and Paddock.
7	Trustees of Burton's Charity.	William Burnett	George Twynam -	Paddock, Garden, and Premises.
8	Ditto -	Ditto -	{ Richard Moxham and John Collis -	Gardens.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
9	Henry Ward -	- - -	Charles Ball - -	Cottage and Garden.
11	The Honourable Board of Ordnance.	- - -	Henry Jerrett - -	Barrack Field.
12	Ditto - -	- - -	The Honourable Board of Ordnance.	Barrack Ditch, Buildings, &c.
13	Dean and Chapter of Winchester -	Board of Ordnance and Charles Hilgrove Hammond	Board of Ordnance and Henry Jerrett.	Part of Barrack Field.

Parish of Saint Faith otherwise Saint Cross.

WEST SPARKFORD TITHING.

4	Bishop of Winchester	Dr. Samuel Smith	Robert Goodden Ricketts and Aaron Blandford - -	Paddock.
5	Ditto - -	Ditto - -	Dr. Rennell - -	Ditto.
16	Dean and Chapter of Winchester -	Richard, Joseph, Sarah, and Martha Maria Goldfinch	Richard, Joseph, Sarah, and Martha Maria Goldfinch - -	Ditto.
17	Ditto - -	- - -	Philip Oades - -	Ditto.
18	Ditto - -	John Crouch - -	Silas Notley - -	Ditto.
20	} Ditto - -	Ditto - -	John Crouch - -	Paddocks and Plantations.
21				
23				

Parish of Compton.

16	Dean and Chapter of Winchester.	Richard Rogers -	Richard Rogers - -	Cottage, Garden, Yard, Shed, &c.
17	Ditto - -	John Rogers -	John Rogers and William Hooper -	Ditto.
18	Ditto - -	George Sutton -	George Sutton -	Ditto.
19	Ditto - -	Richard, Joseph, Sarah, and Martha Maria Goldfinch	William Carter - -	Ditto.
20	Ditto - -	John Davidson -	John Davidson - -	Ditto.
21	Ditto - -	William Wade -	James Trodd - -	House, Malt House, Premises, and Garden.
			Charles Miller - -	Cottage and Garden.
25	Dean and Chapter of Winchester and Sir William Heathcote	Richard, Joseph, Sarah, and Martha Maria Goldfinch	Richard, Joseph, Sarah, and Martha Maria Goldfinch and James Comeley - -	Part Plantations.
26	Ditto - -	Sir William Heathcote	Ditto and James Comeley - -	Ditto.
28	George Hollis	- - -	- - -	Itchen Navigation Towing Path and Banks.

Parish of Otterbourne.

1	Magdalen College, Oxford.	- - -	Mrs. — Wells -	Chalk Pit
44	George Hollis -	- - -	- - -	Itchen Navigation Towing Path and Banks.

BOYATT TITHING.

51	} Sir Frederick Harvey Bathurst and the Honourable George Augustus Craven -	- - -	John Fielder - -	} 51. Tenement and Meadow. 54. Meadow and Brick Yard.
54				

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
50	Sir Frederick Harvey Bathurst and the Honourable George Augustus Craven -	- - -	John Fielder and John Small -	Timber Yard, Cottage, and Paddock.
53	Ditto - -	John Fielder	Andrew Hewlett Thomas Light John Brasier - James Woodford -	Houses and Tenements and Gardens.
55 71	George Hollis -	- - -	- - -	Itchen Navigation Towing Path and Banks.

Parish of Twyford.

3 4	Sir William Heathcote	- - -	Benjamin Bowles -	3. Paddock. 4. Farm Yard and Garden.
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Parish of South Stoneham.

BARTON PEVERELL AND EASTLEY TITHINGS.

13	Sir Frederick Harvey Bathurst and the Honourable George Augustus Craven -	John Budden -	John Budden - -	House, Smith's Shop, and Garden.
18	Thomas Chamberlayne	- - -	Peter Cawte - -	Cottage, Garden, &c.

POLLAC TITHING.

25	Edwin Godden Jones	- - -	Joseph Clarke - John William Clarke Samuel Clarke - James Horne - David Twine -	Three Tenements, with Workshops, Outbuildings, Yard, and Garden, Lands, &c.
26	Ditto - -	- - -	Elizabeth Cattle Elizabeth Whicher Henry Cole - William Bushrod James Newman William Peto -	Six Tenements and Gardens, &c.
27	John Fleming -	- - -	John Fleming -	South Stoneham Park or Lawn.
30	John Fleming -	- - -	John Wheeler -	30. Farmhouse, Yard, and Garden, &c.
34	Mary Budd - -	- - -	James Weble - -	House and Garden.

Parish of North Stoneham.

25	John Fleming -	- - -	William Hillier -	House, Garden, and Yard.
26	Edwin Godden Jones	- - -	Edwin Godden Jones	Part Plantation.
33 34 35	John Fleming -	Samuel West -	Samuel West -	33. House, Garden, and Tan Yard. 34. Garden, Orchard, &c. 35. House, Tan Yard, and Premises.
26	Ditto - -	Benjamin Rose -	- - -	House and Smith's Shop.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
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TOWN AND COUNTY OF THE TOWN OF SOUTHAMPTON.

Parish of South Stoneham.

PORTSWOOD TITHING.

37	George Jones	-	-	George Jones	37. The Lodge Shrubbery. 39. Part Plantation. 45. Part of the Lawn and Shrubbery. 46. The Itchen Mud Land.
39		-	-	-	
45		-	-	-	
46		-	-	-	
44	Ditto	-	-	Abraham Read	Brick Kiln, Meadow, Kiln, Plantation, Cottage, and Garden.
47	Thomas Chamberlayne	-	-	John Ewer	
					Marsh and Mud Lands.

Parish of Saint Mary.

1	Thomas Chamberlayne	-	-	-	-	The Itchen Mud Lands.					
2,4	Thomas Chamberlayne	}	-	-	John Ewer	2. Northam Farm, House, Garden, and Waste Lands. 4. Northam Farm, Yard, Outbuildings, Rick-yard, and Paddock.					
12	Earl of Guildford	Charles Fox	-	-	John Godden	Cottage and Garden.					
15	Thomas Bradby	-	-	-	Thomas Bradby	Garden Land.					
16	Ditto	-	-	-	Benjamin Ransom	Orchard and Garden.					
17	Ditto	-	-	-	William Scovell	Rope Walk and Shed.					
	Joseph Laver	-	-	-	Charles Light	House and Garden, &c.					
	Ditto	-	-	-	John Steward	Ditto.					
	Ditto	-	-	-	John Wise	Ditto.					
	Ditto	-	-	-	Benjamin Besant	Ditto.					
	Edward Blaker	-	-	-	Edward Blaker	Ditto.					
	John Blaker	}	-	-	-	Ditto.					
	Augustus Ewer, and William Pointer, Trustees of the Young Man's Friendly Society										
18	Thomas Bradby						-	-	-	Charles Stone	
	Thomas Chalk						-	-	-	Silas Scorey	Ditto.
	George Robertson						-	-	-	John Williams	Ditto.
	Eldred Addison	-	-	-	John Wingham	Ditto.					
20	Ditto	-	-	-	John Gibbs	Ditto.					
	Ditto	-	-	-	Nathaniel Judd	Ditto.					
21	Thomas Bradby	-	-	-	-	Ditto.					
25											
23	Thomas Bradby	-	-	-	Thomas Arnold	Ditto.					
	Joseph Hill	-	-	-	William Pye	Ditto.					
	Ditto	-	-	-	Thomas Blake	Ditto.					
24	Ditto	-	-	-	John Thomas	Ditto.					
	Ditto	-	-	-	Henry Wing	Ditto.					
		-	-	-	Hen. W. Hatcher	Ditto.					
		-	-	-	William Shergold	Ditto.					
		-	-	-	George Lacey	Ditto.					
21	Thomas Bradby	-	-	-	-	Building Land.					
25											
23	Thomas Bradby	-	-	-	Benjamin Ransom	Garden Land.					
	Joseph Hill	-	-	-	Samuel Davis	House and Garden.					
	Ditto	-	-	-	James Thornton	Ditto.					
24	Ditto	-	-	-	Captain Jerm	Ditto.					
	Ditto	-	-	-	John Hill	House, Garden, Yard, and Workshops.					
26	Joseph Hill	John Jelly	-	-	John Jelly and Robert Coles	Houses, Beer Shop, Garden, and Premises.					

[Local.]

2634 4° & 5° GULIELMI IV. Cap. lxxxviii.

No. on Plan.	Owners Names.	Lessees Names.	Occupiers Names.	Description of Property.
28	Charles Marrett -	- - -	William Dunn -	Old Waterhouse Site.
34	The Mayor and Corporation of Southampton - - }	- - -	The rated Inhabitants of Southampton - - }	The Marsh.
35	Ditto -	- - -	- - -	The Marsh Road and Beach Walk.
36	Ditto -	William Footner John Lintott Ann Lintott Executors of William Lintott }	Executors of William Lintott -	The Shore or Beach of Southampton Water at High-water Mark.

The

The SECOND SCHEDULE referred to by the foregoing Act.

Names of Owners.	Names of Occupiers.	Description of Estate.	Where situate.
Robert Wildman Barchard.	Robert Wildman Barchard	House, Offices, Gardens, and 12 Acres of Land.	East Hill, Wandsworth
Same - -	Thomas Wright - -	Cottage - - - -	Ditto.
Same - -	William Hobbs - -	Cottage - - - -	Ditto.
Moses David Getting	Moses David Getting	House, Offices, Garden, and 5 Acres of Land.	Ditto.
Sophia Shepherd -	Joshua Saunders - -	House, Offices, and Garden	Ditto
Same - -	Isaac Nicholson - -	House and Garden -	Ditto.
Earl Spencer - -	William Bennett - -	Ditto - - - -	Ditto.
Robert Thacker -	Elizabeth Smedley -	French Horn Inn and Offices	Ditto.
Earl Spencer - -	Anne Maria Walker -	House and Garden -	Ditto.
Same - -	Archibald Leslie - -	Ditto - - - -	Ditto.
Lord Middleton -	Stephen Arnaud Wright	Ditto - - - -	Wandsworth Common.
Lenn - -	Rev. Arthur Power - -	Ditto - - - -	Ditto.
Thomas Stainton -	Millis Coventry - -	Ditto - - - -	Ditto.
Same - -	Thomas Stanton - -	Ditto - - - -	Ditto.
Steinman - -	Ann Lucas - -	Ditto - - - -	Ditto.
Earl Spencer - -	William Wilson - -	House, Garden, and 6 Acres of Land.	Ditto.
Sophia Shepherd -	William Saunders - -	House and Garden -	Ditto.
Same - -	Caroline Cattley - -	Ditto - - - -	Ditto.
Lydia Harrison -	Lydia Harrison - -	House, Garden, and 4 Acres of Land.	Ditto.
Earl Spencer - -	Thomas Dubuison - -	House, Garden, and 4 Acres of Land.	Ditto.
Thomas Potter and William Potter.	Thomas Potter and William Potter.	2 Houses and 50 Acres of Garden Ground.	Ditto.
William Nottidge -	William Nottidge - -	Houses, Offices, Gardens, and 80 Acres of Land.	Ditto.
Sophia Shepherd -	William Nottidge - -	9 Acres of Land.	Ditto.
William Nottidge -	Widow Blake - -	Cottage and Garden -	Ditto.
Same - -	John Thatcher - -	Ditto - - - -	Ditto.
Same - -	Crockford - -	Ditto - - - -	Ditto.
Same - -	John Kemp - -	Ditto - - - -	Ditto.
Same - -	John Leopard - -	Ditto - - - -	Ditto.
Same - -	James Callingham -	Ditto - - - -	Ditto.
Joseph Patrick's Widow,	Joseph Patrick's Widow	Ditto - - - -	Ditto.
James Patrick's Widow	James Patrick's Widow	Ditto - - - -	Ditto.
William Nottidge -	Arthur Varnham - -	House, Offices, Garden, Cottage, and 6 Acres of Land.	Ditto.
Henry Wilkinson -	Daniel Bell jun. - -	House and Garden -	Ditto.
Same - -	John Sloper - -	Ditto - - - -	Ditto.
Same - -	Charles Corthorne -	Ditto - - - -	Ditto.
Same - -	Robert Coleman - -	Ditto - - - -	Ditto.
Rev. William Borradaile.	Rev. William Borradaile	House, Garden, and 16 Acres of Land.	Ditto.
Henry Wilkinson -	Charles Tibbutt - -	Cottage and 2 Acres of Land.	Ditto.
Widow Farden - -	John Hamden Gledstones	House, Garden, and Pasture Land.	Ditto.

2636 4° & 5° GULIELMI IV. Cap. lxxxviii.

Names of Owners.	Names of Occupiers.	Description of Estates.	Where situate.
Sophia Shepherd	Richard Hart	Cottage	Wandsworth Common.
Same	Edward Ladd	Ditto	Ditto.
Same	John Twilly	Ditto	Ditto.
Same	George Goring	Ditto	Ditto.
Same	Neale jun.	Ditto and Pasture Land	Ditto.
William Mann	William Henry Greive	House and Garden	Ditto.
Earl Spencer	John Falconer Atlee jun.	Ditto	Ditto.
Earl Spencer	Henry Tritton	House, Garden, and Pasture Land.	Gardener's Lane, Battersea.
Edward Parsons	C. N. B. Cousens	House and Garden	St. John's Hill, Battersea.
Charles Andrews	John Adams	Ditto	Ditto.
Richard Young	Willm. Beaumont Lutley	House, Garden, and Offices	St. Ann's Hill, Wandsworth.
Earl Spencer	Charles Wix	House, Garden, and 5 Acres of Land.	Battersea.
Same	Same	Two Cottages.	Ditto.
Same	Charles Allen Young and Anthony Fothergill Bainbridge, and their Under-tenant Pourchmouth	Plough Public House	Ditto.
Same	Henry Wilkins	House, Offices, Stable, Garden, and 17 Acres of Land	St. John's Place, Battersea.
Same	John Coleby	House and Garden	Ditto.
Same	James Morris	Ditto and 8 Acres of Land	Wandsworth.

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