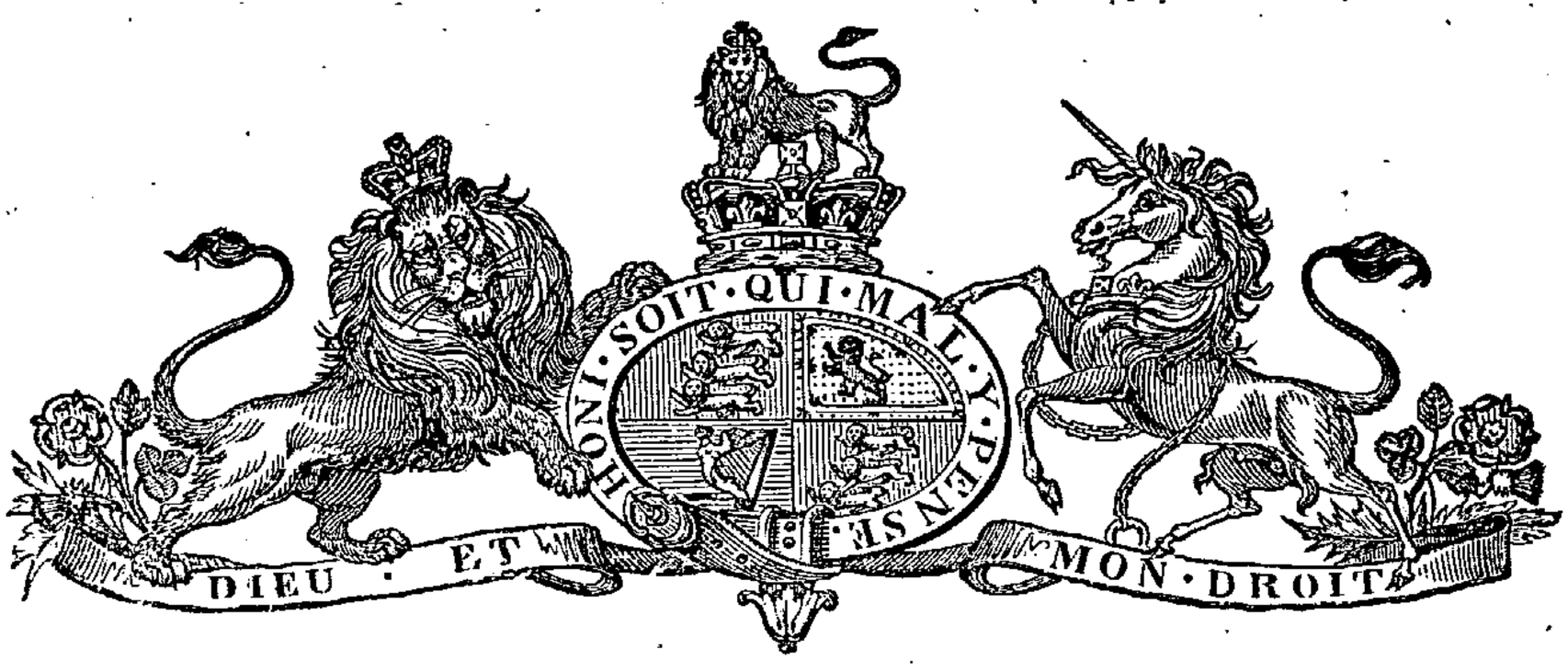


ANNO DECIMO & UNDÉCIMO

VICTORIÆ REGINÆ.

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western Railway as lies between *Wandsworth* and *London*, would be of public Advantage by rendering such making and maintaining less expensive, 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 Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and

Short Title.

by the Authority of the same, That in citing this Act in other Acts of Parliament and in legal Instruments it shall be sufficient to use the Expression "The *Brighton and Chichester* (*Portsmouth* Extension) and *London and South-western* Railways Act, 1847."

Powers of Purchase and Sale of Portion of Railway between Havant and Portsmouth of the Portsmouth Extension of the Brighton and Chichester Railway.

II. And be it enacted, That the *London, Brighton, and South Coast* and the *Brighton and Chichester* Railway Companies may, with the Consent, as regards each of the same Companies, of Three Fifths of the Shareholders thereof present, either personally or by Proxy, at some Special Meeting of the same respective Company, sell, and the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies may, with the Consent, as regards each of the same Companies, of Three Fifths of the Shareholders thereof present, either personally or by Proxy, at some General Meeting of the same respective Company, purchase, such Part as the said Companies shall at such their respective Meetings define and agree upon of the Portion of the *Portsmouth* Extension of the *Brighton and Chichester* Railway as lies Westward of the Junction near *Havant*, between the Line of the same Extension Railway and the Line of the intended *Direct London and Portsmouth* Railway, and the Stations and other Works and Conveniences of and connected with the same Portion, and which Part so to be defined and purchased, and the Stations, Works, and Conveniences connected therewith, are herein-after referred to as "The joint Line;" and the same Three several Companies and every Two of them may enter into, make, and carry out any such Contracts for the Purposes aforesaid, and otherwise in connexion therewith, as they respectively may deem advisable; and such Sale and Purchase may be for such Consideration, and on such Conditions, and in such Manner, and every such Contract may contain such Covenants, Provisoes, Conditions, and Clauses, as the same Companies respectively may mutually agree upon: Provided always, that such Purchase shall be subject to the existing Liabilities affecting the joint Line, or affecting the *London, Brighton, and South Coast* and the *Brighton and Chichester* Railway Companies, or either of them, (except as herein-after provided,) in respect of the same.

Form of Conveyance.

III. And be it enacted, That the Conveyance to be made for the Completion of such Sale and Purchase shall be by Deed duly stamped for denoting the Payment of the full and proper Stamp Duty by Law payable in respect of the Purchase or Consideration Money, and under the Corporate Seals of the said *London, Brighton, and South Coast* and *Brighton and Chichester* Railway Companies, and may be in the Form in the Schedule to this Act annexed or to the like Effect, with such Alterations therein or Additions thereto as the Terms of

the Sale and Purchase may render necessary, and the Parties thereto respectively may desire; and every such Conveyance shall be under the respective Common Seals of the Companies Parties thereto.

Notice of Conveyance.

IV. And be it enacted, That Notice of the Execution of such Conveyance shall forthwith, after the Execution thereof, be inserted in the *London Gazette*, and also in Two or more Newspapers usually printed and circulated in each of the Counties of *Hants* and *Sussex*.

Effect of Conveyance.

V. And be it enacted, That such Conveyance shall when so executed be effectual to vest the joint Line, and all the Rights, Privileges, Powers, and Authorities by any Act or Acts of Parliament relating thereto, or otherwise given to or vested in the Companies selling, or either of such Companies, with reference to the same, with the Appurtenances, and all the Choses in Action, Possibilities, Expectancies, Claims, and Demands of or to which the Companies selling, or either of them, may by virtue of any Act or Acts of Parliament, or by any other Means whatsoever, be at the Time of the Execution of such Conveyance seised, possessed, or entitled at Law or in Equity with reference to the same, with the Appurtenances, and so much of the Personal Property of the Companies selling, or either of them, as shall be therein described or referred to, with the Appurtenances, absolutely according to the Tenure, Nature, and Quality thereof jointly in the Companies purchasing, but subject and without Prejudice to any Mortgages, Charges, Incumbrances, or other Liabilities which at the Time of the Execution of such Conveyance may affect the Premises sold, or may (except as herein-before otherwise provided) affect the Companies selling or either of them in respect of the same.

Powers of London, Brighton, and South Coast and Brighton and Chichester Companies vested in the Companies purchasing.

VI. And be it enacted, That when and as soon as such Conveyance shall have been executed, all the Powers, Rights, and Privileges by any Act or Acts of Parliament or otherwise given to or vested in the *London, Brighton, and South Coast* and the *Brighton and Chichester* Railway Companies, or either of them, and for the Time being in force, shall, so far as they may relate to the joint Line, apply to and be vested in the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies jointly, and may be used, exercised, and enjoyed by the same Companies jointly and such joint Committee as herein-after provided for respectively, and the Directors, Officers, Agents, and Servants of the same respectively, under the same Penalties, Provisions, and Restrictions, and with the same Indemnities, as are imposed on or applicable to the *London, Brighton, and South Coast* and the *Brighton and Chichester* Railway Companies, or either of them, under and by virtue of any such Act or Acts of Parliament; and the Names and Corporate Seals of each of the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies may accordingly be used when necessary in reference thereto in like Manner in every respect as if such Portion had originally been an Undertaking of the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies jointly, and they jointly, instead of the *Brighton and Chichester* Railway Company, had been originally authorized to carry the same into effect.

VII. And

Contracts not to be prejudiced.

VII. And be it enacted, That all Contracts, Agreements, Conveyances, Mortgages, Bonds, and Securities which may have been made or entered into with, to, or in favour of, or by or for, the Companies selling, or either of them, previously to the Execution of such Conveyance, and for the Time being affecting the Premises sold, or (except as herein-before provided) the Companies selling, or either of them, in respect of the same, shall, from and after the Execution thereof, be and remain as good and effectual in favour of, against, and in reference to the Companies purchasing and may be proceeded on and enforced in the same Manner by or against such Companies jointly, to all Intents and Purposes, as if the same Companies, instead of the Companies selling, or either of them, had been Party to or had executed the same, or had been named or referred to therein.

Vesting of Lands for the joint Line in the London and South-western and London, Brighton, and South Coast Companies jointly.

VIII. And be it enacted, That all Lands from Time to Time purchased for the Purposes of the joint Line shall be conveyed to and vested in the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies (and which Two last-mentioned Companies are herein-after referred to as the "Two Companies") jointly, and shall be for ever after held and enjoyed by them jointly, subject to the Provisions herein-after contained: Provided always, that the Form of Conveyance of Lands prescribed by the "Lands Clauses Consolidation Act, 1845," may be used in reference to the Conveyance of Lands to the Two Companies jointly in like Manner (*mutatis mutandis*) as though such Lands were conveyed solely to One Company; and in all the Provisions of the same Act, and of the "Railways Clauses Consolidation Act, 1845," wherein the Word "Company" occurs, such Word shall, with respect to the Provisions and for the Purposes of this Act, be held to mean the Two Companies.

Joint Committee to be appointed for Management of the joint Line.

IX. And for the better Management of the joint Line, be it enacted, That a joint Committee, consisting of Three Directors of each of the Two Companies, shall be appointed for carrying the Provisions of this Act, so far as the same relate to the making and maintaining of the joint Line, and to the other Things to be done by such joint Committee as herein provided, into execution; and immediately after the passing of this Act Three of the Directors of the *London and South-western* Railway Company shall be appointed by the Board of Directors of the same Company Members of such joint Committee, and Three of the Directors of the *London, Brighton, and South Coast* Railway Company shall be appointed by the Board of Directors of the same Company Members of such joint Committee, and such Six Members shall, until the Appointment of their respective Successors as herein provided, form such joint Committee; and the first and other Members of such joint Committee shall have the like Powers, and be entitled to the like Privileges and Indemnities, with reference to the making and maintaining of the joint Line and the other Things to be done by them, as might have been exercised and claimed in that Behalf by the Directors of the *London, Brighton, and South Coast* and the *Brighton and Chichester* Railway Companies respectively, or either of them, if such Companies had not sold the joint Line or any Part thereof, but were themselves executing and managing the

the same, and this Act had not passed, or as might be claimed or exercised by the Directors of the Two Companies respectively, or any of them, by virtue of any of the Provisions herein contained: Provided always, that in the Exercise of such Powers such joint Committee shall be subject only to such Control by the Two Companies or either of them as is herein provided.

Removal and Appointment of Members of the joint Committee.

X. And be it enacted, That the respective Board of Directors of each of the Two Companies may from Time to Time remove any Person or Persons who may have been appointed by the same respective Board on such joint Committee, and may from Time to Time appoint any One or more of the Members of the same respective Board to supply the Place in such joint Committee of any Member or Members of the same respective Board who shall have departed this Life, or resigned, or been removed: Provided always, that if by reason of the Default of either of such Boards in making any such Appointment there shall not at any Time be Six Members of such joint Committee, the Members for the Time being thereof, though fewer than Six, shall, notwithstanding such Default, be entitled to exercise all the Powers of such joint Committee.

Regulation of the joint Committee.

XI. And be it enacted, That such joint Committee shall be subject to all such Bye Laws, Regulations, and Provisions as may from Time to Time be agreed upon by the Boards of Directors of the Two Companies respectively, and, except so far as shall be otherwise provided by any such Bye Laws, Regulations, and Provisions, at all Meetings of such joint Committee the Majority present shall bind the Minority and all absent Members, and the Chairman shall be selected alternately from among the Members appointed by each of such Boards, and shall have a Second or casting Vote, and Three Members of such joint Committee shall form a Quorum: Provided always, that such Three Members shall not be those appointed by one of such Boards, except in Cases where, through the Default of the other Board, there shall not for the Time being be any Member of such joint Committee appointed by such defaulting Board, and except also in Cases where all the Members, or the Member if only One, who may for the Time being have been appointed by one of such Boards, shall make default in attendance at Two successive Meetings of such joint Committee, there having been left with the Secretary of the same Board Six Days Notice in Writing from the other Board requiring the Attendance at One at least of such Meetings of such defaulting Members or Member, in which Cases respectively Three Members appointed by one of such Boards shall form a Quorum.

Appointment by joint Committee of Officers and Servants for the joint Line.

XII. And be it enacted, That such joint Committee may appoint and remove the Secretary, Engineer, Booking Clerks, Porters, Policemen, and all other Officers and Servants to be from Time to Time employed on and with reference to the joint Line, except such Officers and Servants as may from Time to Time be employed by the Two Companies or either of them in the actual Conveyance of Passengers, Animals, and Things, or the Use of Carriages, Locomotive Engines, or other Power on the joint Line or any Part thereof: Pro-

vided always, that either of the said Two Companies may at the Expence of such Company appoint its own Booking Clerks, who are not to be removable by such joint Committee.

Use of the joint Line by the Two Companies purchasing same.

XIII. And be it enacted, That, subject to the Control and Management of such joint Committee, and the Provisions of any and every Act of Parliament for the Time being relating to the joint Line or to the Two Companies or either of them, each of the Two Companies may at all Times hereafter use the joint Line for the Purposes of conveying Passengers, Animals, and Things upon the same, and for all such other Purposes as shall be necessary for the Traffic or Business thereon of the same respective Company.

Proceedings by and against the Two Companies with respect to joint Line.

XIV. And be it enacted, That all Actions, Suits, Indictments, and other Proceedings at Law or in Equity which might have been brought and prosecuted by or against the *London, Brighton, and South Coast* and the *Brighton and Chichester* Railway Companies, or either of them, if they or either of them had carried into effect the joint Line, may, as regards any Act or Default of such joint Committee in relation to the joint Line or any Part thereof, be brought and prosecuted by or against the Two Companies jointly; and the joint and several Funds of the Two Companies shall be liable for the Payment and Satisfaction of all Liabilities incurred by such joint Committee; and any Summons, Demand, Writ, Notice, or other Proceeding at Law or otherwise relating in any Manner to the joint Line, or to any Act or Default of such joint Committee, shall, if served on the Secretary or any Member of such joint Committee, be as valid and effectual as if the same had been served on the Two Companies.

Expences of the joint Line to be borne equally by the Two Companies;

XV. And be it enacted, That One equal Half Part of the Costs and Expences of the making, maintaining, and managing of the joint Line, or in anywise relating thereto, shall be borne and defrayed by each of the Two Companies; and if either of the Two Companies shall fail to contribute the Costs and Expences payable by them as and when the same shall be required by such joint Committee, the other Company may provide and advance on account of such defaulting Company the Monies as to which such Default shall have been made; and such defaulting Company shall thereupon pay to such advancing Company the full Amount of such Monies, with Interest thereon, after the Rate of Five Pounds *per Centum per Annum* from the Time or respective Times of the Advance thereof; and such advancing Company shall have such general Lien in respect of such Monies and Interest as herein-after expressed.

and may be paid out of their general Funds.

XVI. And be it enacted, That each of the Two Companies may provide and pay the Monies, Costs, and Expences to be borne, defrayed, and advanced in pursuance of the Provisions of this Act by the same respective Company out of the general Funds of the same respective Company.

Payment to joint Committee of

XVII. And be it enacted, That such Costs and Expences relating to the joint Line to be so borne and defrayed shall be paid to such joint

joint Committee by the Two Companies respectively by equal Instalments, and at the same Periods of Time, and in such Amounts and at such Periods, as shall from Time to Time be appointed by such joint Committee. Expences of joint Line.

XVIII. And be it enacted, That the Rates, Tolls, and other Charges to be demanded and received from and by the Two Companies respectively for or in respect of Passengers, Animals, and Things conveyed by the same Companies respectively upon the joint Line or any Part thereof, and for the Use of Carriages and Locomotive Engines or other Power supplied by the same Companies respectively thereon, shall from Time to Time be determined by such joint Committee. Tolls to be paid by and to the Two Companies to be fixed by joint Committee.

XIX. And be it enacted, That the Two Companies respectively may demand and receive such Rates, Tolls, and Charges as such joint Committee shall from Time to Time determine may be so demanded and received. The Two Companies may receive the Tolls.

XX. And be it enacted, That such joint Committee may demand and receive from any other Railway Company or Railway Companies who may use the joint Line or any Part thereof such Rates, Tolls, and Charges for the Use thereof as such joint Committee shall from Time to Time think fit and determine. Joint Committee may receive Tolls from other Companies.

XXI. Provided also, and be it enacted, That the Amount of any such Rates, Tolls, and Charges shall not exceed the Amount of Rates, Tolls, and Charges authorized by the Act of the Ninth Year of the Reign of Her present Majesty, intituled *An Act for making a Railway from the* Brighton and Chichester *Railway to* Portsmouth, *with a Branch to* Fareham; and all such Rates, Duties, and Charges shall be subject to the Provisions of the "Railways Clauses Consolidation Act, 1845." Limits of such Tolls. 8 & 9 Vict. c. 199.

XXII. And be it enacted, That the Profits to be ascertained as herein-after provided which shall be received by each of the Two Companies from or in respect of the joint Line shall be paid to such joint Committee by each respective Company at such Times and in such Manner as such joint Committee shall from Time to Time appoint; and such Profits, after Payment of the Expences of Management, and all other Monies, Costs, and Expences, except Booking Clerks appointed as aforesaid, payable by such joint Committee in respect of the joint Line, and subject to the Adjustment by them of any Lien which they or either of the Two Companies may have thereon, shall be paid by such joint Committee to the Two Companies respectively in equal Shares at such Times and in such Manner as such joint Committee shall from Time to Time appoint. Application of Profits of the Two Companies from the joint Line.

XXIII. And be it enacted, That all the Expences of and attending the making, maintaining, and managing of the joint Line, including all engineering Expences, except Booking Clerks appointed as aforesaid, Salaries, Wages, Rates, Taxes, and other Expences whatsoever, which may be incurred for or in respect of the joint Line, or in anywise As to Payment of Expences of making and maintaining joint Line,

and of the proper Expences thereon.

anywise relating thereto, but not including any such Expences as shall be incurred in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the Use of Carriages, Locomotive Engines, or other Power, on the joint Line or any Part thereof by the Two Companies or either of them, and also all Liabilities which shall be incurred in respect of the joint Line by reason of the Loss of Animals or Things, or of Accidents or otherwise howsoever, and which shall have been occasioned by such joint Committee or the Officers or Servants employed by them for the joint Purposes of the Two Companies, shall be paid by such joint Committee out of the general Funds for the Time being in their Hands in respect of the joint Line; and all such Expences as shall be incurred by either of the Two Companies in the actual Conveyance or Transmission of Passengers, Animals, or Things, or the Use of Carriages, Locomotive Engines, or other Power, on the joint Line or any Part thereof, and all Liabilities which shall be incurred in respect of the joint Line by reason of the Loss of Animals or Things, or of Accidents or otherwise howsoever, and which shall have been occasioned by the same respective Company, or any of the Officers or Servants in the exclusive Employment of the same respective Company, shall be defrayed and borne by the same respective Company.

For ascertaining Profits of the Two Companies from the joint Line.

XXIV. And for ascertaining the Amount of Profits which may be received by the Two Companies respectively for or in respect of the joint Line, be it enacted, That each of the Two Companies shall deduct from the gross Amount of such Rates, Tolls, and Charges received by the same respective Company in respect of the joint Line One equal Fourth Part, or such other Proportion thereof as shall from Time to Time be by such joint Committee appointed, as the Expences of working on the joint Line, which are to be borne by the same respective Company; and the Residue of such gross Amount, after making such Deduction, shall be considered as the Amount of such Profits received by the same respective Company, and shall be accountable for and paid to such joint Committee accordingly.

Accounts to be kept by the Two Companies with respect to joint Line.

XXV. And be it enacted, That the respective Board of Directors of each of the Two Companies shall keep proper separate Books wherein shall be entered all such Statements, Items, Matters, and Things as shall be necessary for showing the correct Amount of the Receipts of the same respective Company in respect of the joint Line, and the respective Directors and Secretary of each of the Two Companies shall be at liberty to inspect and take Copies of and make Extracts from the Books to be so kept by the respective Board of Directors of the other Company at such Times, and upon such Terms, and under such Restrictions, as such joint Committee shall from Time to Time appoint; and the respective Board of Directors of each of the Two Companies shall make to such joint Committee Returns of the Receipts of the same respective Company in respect of the joint Line at such Times and in such Manner as such joint Committee shall from Time to Time appoint.

Accounts to be kept by the joint Committee.

XXVI. And be it enacted, That such joint Committee shall keep proper Books of Account of all Monies which shall be received or

expended

expended by them, and also proper Books in which shall be entered Minutes of all their Proceedings, and the respective Directors and Secretary of each of the Two Companies shall at all seasonable Times be at liberty to inspect such Books, and all other Books, Papers, Writings, and Accounts in the Possession or Custody of such joint Committee relating in any Manner to their Proceedings or having reference to the joint Line, and to take Copies of and Extracts from the same, as the same respective Directors and Secretary shall think fit.

Contracts between the Two Companies as to Profits and Expences.

XXVII. And be it enacted, That, notwithstanding any thing herein contained, the Two Companies may from Time to Time enter into and carry into effect any Contract between themselves with reference to the Mode of ascertaining the Profits of the joint Line, and the Division of such Profits, and the Costs and Expences of making, maintaining, and managing the joint Line, and the Expences of working the same, and the Liabilities to be incurred in respect thereof, but so nevertheless that such Agreements shall not be inconsistent with the Provisions of the said Acts relating to the *Portsmouth* Extension of the *Brighton and Chichester* Railway so far as the same may be applicable to the Circumstances of the Case; and such Contracts when sealed with the respective Common Seals of the Two Companies shall have the same Force and Effect as if the Terms thereof were enacted by this Act.

General Lien for Payments to be made by the Two Companies.

XXVIII. And be it enacted, That whenever any Monies shall be payable by either of the Two Companies to the other of them, or to such joint Committee, in pursuance of this Act, the respective Company to whom such Monies shall be payable, or such joint Committee, as the Case may be, shall have a general Lien for the full Amount of such Monies, and for Interest thereon at the Rate of Five Pounds *per Centum per Annum* from the Time or respective Times at which such Monies ought to have been paid on all the Share and Interest of the respective Company by which such Monies shall be payable of and in the joint Line, and the Profits accruing therefrom, until the same Monies and Interest shall be duly paid and satisfied; and in default of such Payment or Satisfaction within Three Months from the Time of the Account having been rendered, it shall be obligatory on such joint Committee to detain the Engines and Trains of the respective Company so neglecting to pay as subject to a general Lien, and not suffer any such Engine or Train to proceed along the joint Line until such Payment or Satisfaction be duly made.

Power for London, Brighton, and South Coast Company to use the Wandsworth Portion of the London and South-western Railway.

XXIX. And be it enacted, That the Two Companies may from Time to Time enter into and carry into effect any Contract hereafter to be made between themselves for enabling the *London, Brighton, and South Coast* Railway Company, subject to the Provisions of the several Acts of Parliament for the Time being relating to the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies respectively, so far as the same may be applicable to the Circumstances of the Case, to use the *London and South-western* Railway between the Junction authorized by the *London and Brighton* Railway (*Wandsworth* Branch) Act, 1846, to be made

by the said *Wandsworth* Branch Railway with the said *London and South-western* Railway, and the Terminus near *Waterloo Bridge* of the same Railway, and the Stations, Warehouses, Works, and Conveniences belonging to the same Portion, or any of them, or any Part or Parts thereof, subject to such reasonable Regulations, and upon such Terms and Conditions, as may from Time to Time be agreed upon between the Two Companies; and in case the Two Companies shall differ as to such Terms and Conditions, or any of them, such Terms and Conditions shall be from Time to Time settled and determined between the Two Companies in manner herein-after provided; and such Contracts when sealed with the respective Common Seals of the Two Companies shall have the same Force and Effect as if the Terms thereof were enacted by this Act.

Communications between the Two Railways.

XXX. And be it enacted, That all Communications between the *Wandsworth* Branch of the *London, Brighton, and South Coast* Railway and the *London and South-western* Railway, and all such Openings in the Ledges or Flanches of the same Railway as may be necessary or convenient for effecting such Communication, shall be made under the Direction and Superintendence of the Engineer for the Time being of the *London and South-western* Railway Company.

Saving the Rights of the London and South-western Company.

XXXI. And be it enacted, That nothing in this Act contained shall extend to authorize the *London, Brighton, and South Coast* Railway Company to take or enter upon any of the Lands or Grounds belonging to the *London and South-western* Railway Company, or to alter, vary, or interfere with the *London and South-western* Railway, or any of the Works thereof, further or otherwise than is authorized by "The *London and Brighton* Railway (*Wandsworth* Branch) Act, 1846," or hereby, without the Consent in Writing of the same Company in every Instance for that Purpose first obtained.

As to Charges for the Use of the Wandsworth Portion.

XXXII. And be it enacted, That the *London and South-western* Railway Company may, under the Authority of this Act, from Time to Time levy and take from the *London, Brighton, and South Coast* Railway Company for the Use of such Portion of the *London and South-western* Railway Stations, Warehouses, Works, and Conveniences, or any of them, such Amount of Toll and other Charge as shall be authorized by any such Contract, or shall be determined in accordance with the Provisions thereof or of this Act.

Certain Differences to be referred to the joint Committee.

XXXIII. And be it enacted, That whenever any Difference, except as herein-after provided for, to which such joint Committee shall not be a Party, shall arise between the *London and South-western*, the *London, Brighton, and South Coast*, and the *Brighton and Chichester* Railway Companies, or any Two of them, touching any of the Provisions of this Act, or touching any Act, Matter, or Thing whatsoever to be done, omitted, or suffered under the Authority or with reference to the Purposes of this Act, such Difference shall, upon the Requisition of either of the Companies interested in that Behalf, be referred to the Decision of such joint Committee.

XXXIV. And

Certain Differences to be referred to an Umpire.

XXXIV. And be it enacted, That whenever any Difference to which such joint Committee shall be a Party shall arise between the *London and South-western*, the *London, Brighton, and South Coast*, and the *Brighton and Chichester* Railway Companies and such joint Committee, or any Three or any Two of them, and also whenever any Difference shall, under the Provision lastly herein-before contained, have been referred to the Decision of such joint Committee, and the acting Member for the Time being, if only One, or all the acting Members for the Time being, if more than One, of such joint Committee appointed by the Board of Directors of the *London and South-western* Railway Company shall differ as to the proper Decision thereon from the acting Member for the Time being, if only One, or all the acting Members for the Time being, if more than One, of such joint Committee appointed by the Board of Directors of the *London, Brighton, and South Coast* Railway Company, and also whenever any Difference shall arise between the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies touching the Use of such Portion of the *London and South-western* Railway Stations, Warehouses, Works, and Conveniences, or any of them, or the Toll or other Charge for such Use, or the Regulations, Terms, and Conditions relating to the same, or the Terms, Conditions, Construction, Effect, Consequences, or Incidents of any Contract made or to be made with reference thereto, or touching any of the Provisions of this Act with reference to such Matters respectively, or any Act, Matter, or Thing whatsoever to be done, omitted, or suffered under the Authority or with reference to the Purposes of such Provisions, such respective Difference shall, upon the Requisition of either of the Companies interested in that Behalf, or if such joint Committee be a Party either originally or by reference to such Difference of such joint Committee, be referred to the Decision of such One Person as the Commissioners for Railways shall appoint to act as Umpire in that Behalf, and such Commissioners shall, on being so required, appoint an Umpire accordingly: Provided always, that any such Difference which shall have been so referred to such joint Committee shall not be so referred to an Umpire until the same shall have been considered at Two successive Meetings of such joint Committee: Provided also, that whenever any such Umpire shall die, or refuse or neglect or become incapable or unfit to act, before the Duties of his Appointment shall have been discharged, another Umpire in his Place shall, on the like Requisition, be forthwith appointed by such Commissioners, and shall have the same Authority as if originally appointed by them.

Production of Books and Papers on such References.

XXXV. And for the Purpose of enabling such Differences to be decided, be it enacted, That such joint Committee and such Umpire respectively shall have Power to require from any and every of the Parties in Difference, and also whether such joint Committee shall or shall not be One of such Parties from such joint Committee, the Production of any Books, Papers, Deeds, Writings, or Accounts which such joint Committee and such Umpire respectively shall think necessary for determining the Difference.

XXXVI. And

Decisions to bind Parties interested.

XXXVI. And be it enacted, That the Decision of such joint Committee, and the Award in Writing of any such Umpire, on any such Difference so referred to them or him respectively, shall be respectively final and conclusive upon, and shall be observed and performed by, all the Parties interested, and shall or may be enforced as if made upon a Submission to Arbitration under the Authority of Her Majesty's Court of Queen's Bench at *Westminster*, in addition to any other Remedies or Means available to the Parties interested, any or either of them, or such joint Committee, for enforcing the same, or recovering Damages for the Nonobservance or Nonperformance thereof.

Deposits for future Bills not to be paid out of the Company's Capital.

XXXVII. And be it enacted, That it shall not be lawful for either of the said Companies, out of any Money by an Act or Acts relating to either of the said respective Railway Companies authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which by any Standing Order of either House of Parliament, now in force or hereafter to be in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing either of the said Companies to construct any other Railway or execute any other Work or Undertaking.

Saving the Rights of the Companies.

XXXVIII. Provided always, and be it enacted, That, except so far as shall be necessary for giving full Effect to the several Provisions and Purposes of this Act respectively, nothing in this Act contained shall extend to take away, diminish, prejudice, or alter, further or otherwise than is hereby expressly enacted or authorized, any of the Rights, Privileges, Powers, or Authorities vested in the *London and South-western*, the *London, Brighton, and South Coast*, and the *Brighton and Chichester* Railway Companies, or any of the same Companies.

Expences of Act.

XXXIX. And be it enacted, That the Expences of and incident to the obtaining and passing of this Act shall be borne and defrayed by the *London and South-western* and the *London, Brighton, and South Coast* Railway Companies in such Proportions as they shall mutually agree on, or in case of their not making any Agreement in that Behalf, then by the same Companies in equal Shares.

Railway Company to be subject to Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., and 9 & 10 Vict. cc. 57. & 105.

XL. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway;* and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways;* and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops;* and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways;* and Two Acts were

passed in the Tenth Year of the Reign of Her said Majesty, one intituled *An Act for regulating the Gauge of Railways*, and the other intituled *An Act for constituting Commissioners of Railways*; be it enacted, That nothing in this Act contained shall be held to exempt the said Railways or the said Companies from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect to the said Railways and Companies so far as the same shall be applicable thereto.

Railways to be subject to Provisions of any future general Act.

XLI. And be it enacted, That nothing herein contained shall be deemed or authorized to exempt the Railways by this or the said recited Acts authorized to be made from the Provisions of any general Act relating to such Acts, or of any general Act relating to Railways, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by the said recited Acts or this Act.

Public Act.

XLII. And be it enacted, That this Act shall be a Public Act, and shall be judicially taken notice of as such.

SCHEDULE to which the foregoing Act refers.

Form of Conveyance.

THIS Indenture, made the Day of in the Year of our Lord between the [*Companies selling*] of the one Part, and the [*Companies purchasing*] of the other Part, witnesseth, That in pursuance of "The Brighton and Chichester (Portsmouth Extension) and London and South-western Railways Act, 1847," and in consideration of the [*Companies selling*] do hereby convey all and all the Property, Rights, Privileges, Powers, and Authorities whatsoever of the [*Companies selling*] relating thereto, unto the [*Companies purchasing*] absolutely, according to the Tenure, Nature, and Quality thereof respectively, and the [*Companies purchasing*] do hereby accept and take the same Premises, subject to the Mortgages, Charges, Incumbrances, Claims, and Demands affecting the same or the [*Companies selling*] in respect thereof respectively. In witness whereof the respective Common Seals of the Companies are hereunto affixed the Day and Year first above written.

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