



ANNO DECIMO NONO & VICESIMO

# VICTORIÆ REGINÆ.

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## *Cap. cxx.*

An Act for the making by the *London and South-western* Railway Company of a Railway from *Yeovil* to *Exeter*, to be called "*The Exeter Extension* Railway;" and for other Purposes.

[21st July 1856.]

**W**HEREAS an Act (Local and Personal) was passed in the Session of the Fourth and Fifth Years of *William* the Fourth, Chapter Eighty-eight, intituled *An Act for making a Railway from London to Southampton*, whereby a Company were incorporated by the Name of "*The London and Southampton Railway Company*," but by Authority of Parliament their Name of Incorporation is now "*The London and South-western Railway Company*," and they are in this Act called "*the Company*:" And whereas the following Acts (Local or Local and Personal), relating immediately or mediately to the Company, have been passed; (to wit,) the Act of the First Year of Her present Majesty, Chapter Seventy-one; the Act of the Session of the First and Second Years of Her present Majesty, Chapter Twenty-seven; the Act of the Session of the Second and Third Years of Her present Majesty, Chapter Twenty-eight; the Acts of the Session of the Fourth and Fifth Years of Her present Majesty,

[*Local.*] 20 Z Chapters 4 & 5 W. 4. c. lxxxviii.



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Chapters One and Thirty-nine; the Acts of the Session of the Seventh and Eighth Years of Her present Majesty, Chapters Five, and Sixty-three, and Eighty-six; the Acts of the Session of the Eighth and Ninth Years of Her present Majesty, Chapters Eighty-six, and Eighty-eight, and Ninety-three, and One hundred and seven, and One hundred and twenty-one, and One hundred and sixty-five, and One hundred and eighty-five, and One hundred and ninety-nine; the Acts of the Session of the Ninth and Tenth Years of Her present Majesty, Chapters One hundred and twenty-nine, and One hundred and thirty-one, and One hundred and seventy-three, and One hundred and seventy-four, and One hundred and seventy-five, and Two hundred and fifty-two, and Three hundred and fifty-five, and Three hundred and seventy, and Three hundred and ninety-one; the Acts of the Session of the Tenth and Eleventh Years of Her present Majesty, Chapters Fifty-seven, and Fifty-eight, and Eighty-eight, and Ninety-six, and Ninety-seven, and One hundred and fifteen, and One hundred and forty-five, and One hundred and sixty-seven, and Two hundred and forty-three, and Two hundred and forty-four, and Two hundred and forty-nine, and Two hundred and seventy-three, and Two hundred and ninety-seven; the Acts of the Session of the Eleventh and Twelfth Years of Her present Majesty, Chapters Seventy-five, and Eighty-five, and Eighty-seven, and Eighty-nine, and One hundred and twenty-five, and One hundred and fifty-seven; the Acts of the Session of the Twelfth and Thirteenth Years of Her present Majesty, Chapters Thirty-three and Thirty-four; the Act of the Session of the Thirteenth and Fourteenth Years of Her present Majesty, Chapter Twenty-four; the Act of the Session of the Fourteenth and Fifteenth Years of Her present Majesty, Chapter Eighty-three; the Act of the Session of the Sixteenth and Seventeenth Years of Her present Majesty, Chapter One hundred and sixty-four; and the Act of the Session of the Eighteenth and Nineteenth Years of Her present Majesty, Chapter One hundred and eighty-eight; and the Act of the Fifty-first Year of *George* the Third, Chapter One hundred and ninety-six, also relates mediately to the Company: And whereas under the Authority of the recited Acts, which in this Act are referred to as the *South-western* Acts, or some of them, the Company have made a Railway from *London* to *Southampton*, and Branch or Extension Railways connecting *Portsmouth* and *Salisbury* respectively with that Main Line of Railway and with each other, and from *Basingstoke* by way of *Andover* to *Salisbury*, and those Branch or Extension Railways now form Part of the Undertaking of the Company, and those Branch or Extension Railways to *Portsmouth* and *Salisbury* respectively are completed and open for public Traffic, and that Branch or Extension Railway from *Basingstoke* by way of *Andover* to *Salisbury* is completed and open for public Traffic between *Basingstoke* and *Andover*, and is approaching Completion between *Andover* and *Salisbury*:



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*bury*: And whereas the following Acts (Local and Personal) relate to the *Salisbury and Yeovil* Railway Company (herein-after called "The *Salisbury and Yeovil* Company"); to wit, the Act of the Session of the Seventeenth and Eighteenth Years of Her present Majesty, Chapter One hundred and twenty-five, and the Act of the Session of the Eighteenth and Nineteenth Years of Her present Majesty, Chapter Sixty-two: And whereas by those Acts (which in this Act are referred to as "The *Salisbury and Yeovil* Acts") a Railway is authorized to be made from *Salisbury* to *Yeovil*: And whereas the making of a Railway from *Yeovil* by way of *Arminster* to *Exeter*, with a Junction Railway at *Yeovil* to connect the Railway from *Yeovil* to *Exeter* with the *Salisbury and Yeovil* Railway, (and which Railway from *Yeovil* to *Exeter* and that Junction Railway, and the other Works by this Act authorized, are in this Act called "the Railway,") would facilitate Traffic between *London* and the South-eastern Districts and Coasts of *England* on the one hand, and the South-western Districts and Coasts of *England* on the other, and would in other respects be of public Advantage: And whereas it is expedient that the Company be authorized to make the Railway: And whereas the Company's Main Line of Railway from *London* to *Basingstoke*, and their Branch or Extension Railway from *Basingstoke* to *Salisbury*, and the *Salisbury and Yeovil* Railway, and the Railway, would when completed form a continuous Line of Railway from *London* to *Exeter*; and the Company's Branch or Extension Railways connecting *Portsmouth* and *Salisbury*, and the *Salisbury and Yeovil* Railway, and the Railway, would when completed form a continuous Line of Railway between *Portsmouth* and *Exeter*; and it would be of public Advantage and is expedient that Provision be made for the *Salisbury and Yeovil* Railway being worked and managed by the Company as if it were Part of their Undertaking: And whereas it is expedient that further Provision be made with respect to the Capital of the Company: And whereas the several Purposes of this Act 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 by the Authority of the same, as follows; (to wit,)

I. This Act may be cited for all Purposes as "*London and South-western, Exeter Extension, Act, 1856.*" Short Title.

II. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," (save so far as the Clauses and Provisions thereof respectively are expressly varied or excepted by this Act,) are incorporated with this Act. 8 & 9 Vict. cc. 18. & 20. incorporated.

III. The



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Same Meaning to Words in incorporated Acts and this Act.

III. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless there be in the Subject or Context something repugnant to or inconsistent with such Construction: Provided always, that the Expression "Superior Courts" in those Acts respectively includes for the Purposes of this Act all Courts of competent Jurisdiction.

Power to make Exeter Extension Railway and take Lands for the Purpose.

IV. Whereas Plans and Sections of the proposed *Exeter Extension* Railway and the Works connected therewith showing the Lines and Levels thereof respectively, and a Book of Reference thereto containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands in which the Railway is intended to be made, have been deposited with the respective Clerks of the Peace for the several Counties of *Dorset*, *Somerset*, and *Devon*, and the Clerk of the Peace for the County of the City of *Exeter*: Therefore, subject to the Provisions of this Act, the Company may make and maintain the Railway in the Lines and upon the Lands delineated on those Plans and described in that Book of Reference, and according to the Levels shown by those Sections, and may enter upon, take, and use such of those Lands as they think expedient for the Purpose.

Lands for double Line of Rails to be purchased.

V. The Company may and shall purchase, within Three Years after the passing of this Act, all such Lands shown on the Plans deposited for the Purposes of this Act as shall be proper and sufficient for the making and working of the Railway, such Lands to be in Quantity sufficient for the laying down of a double Line of Railway throughout.

Lands for extraordinary Purposes.

VI. The Company may purchase by Agreement and hold any Quantity of Land for extraordinary Purposes mentioned in the Railways Clauses Consolidation Act, not exceeding One hundred Acres.

Powers for compulsory Purchases limited.

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

Railways authorized as herein mentioned.

VIII. The Railway by this Act authorized comprises the following Works; (to wit,)

First, *Yeovil and Axminster* Line.—A Railway commencing in the Parish of *Bradford Abbas* in the County of *Dorset* by a Junction with the Line of the *Salisbury and Yeovil* Railway by "The *Salisbury and Yeovil* Railway Act, 1854," authorized, at or near the Point where that Railway is proposed to cross the public Highway leading from the Town of *Yeovil* to *Bradford Abbas*, numbered on the deposited Plan of that Railway 37 in the Parish of *Bradford Abbas*, and near to an Orchard and Withy-  
bed

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bed belonging to *William Clayton Clayton* and occupied by *Ernest Baker* and *John Capel*, and terminating in the Parish of *Hawkchurch* in the County of *Dorset* in an Arable Field (Parcel of *Wadbrook Farm*) belonging to *John Churchill Langdon*, and in the Occupation of *George Reader* :

Secondly, *Axminster and Exeter Line*.—A Railway commencing in the Parish of *Hawkchurch* in the County of *Dorset* in an Arable Field (Parcel of *Wadbrook Farm*) belonging to *John Churchill Langdon*, and in the Occupation of *George Reader*, (being the same Point as is the intended Terminus of the intended *Yeovil and Axminster Line*), and terminating in the Parish of *Saint David* in the County of the City of *Exeter* (Part of that Parish being for certain Purposes in the County of *Devon*) at a Road called *Queen Street* or *Queen Street Road* near the *Exeter City Gaol*, and adjoining to a Field belonging to the Trustees of *Flaye's Charity*, and in the Occupation of the Commissioners of Improvement for the City of *Exeter* :

Thirdly, *Yeovil Junction Line*.—A Railway commencing in the Parish of *Bradford Abbas* in the County of *Dorset* from and out of and by a Junction with the intended *Yeovil and Axminster Line* in an Arable Field belonging to *William Clayton Clayton* and occupied by *Robert Stiby*, and terminating in the Parish of *Bradford Abbas* by a Junction with the Line of the *Salisbury and Yeovil Railway* by "The *Salisbury and Yeovil Railway Act, 1854*," authorized, in a Pasture Field belonging to *William Clayton Clayton* and occupied by *Robert Stiby*, and numbered on the deposited Plan of that Railway 11 in the Parish of *Bradford Abbas*.

IX. The Company may alter and divert either temporarily or permanently all Turnpike and other Roads and Highways, Railways, Tramways, Aqueducts, Canals, Streams, and Rivers delineated on those deposited Plans, which it may be necessary to alter or divert by reason or for the Purposes of those Works, or any of them. Power to interfere with Roads, Streams, &c.

X. The Company shall make and maintain the Lines of Rails on the Railway on the same Gauge as the Gauge of the *London and South-western Railway*. Gauge of Railway.

XI. The Communications between the Line of the Railway and the Line of the *Salisbury and Yeovil Railway* shall be made in a substantial and workmanlike Manner, and by means of Rails, Points, and other Works and Conveniences to be made and from Time to Time maintained by and at the Expense of the Company, and to the Communications with Salisbury and Yeovil Railway.

[Local.]

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reasonable



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reasonable Satisfaction of the Chief Engineer of the *Salisbury and Yeovil* Company.

Power to cross certain Roads on the Level.

XII. Subject to the Provisions of this Act, the Company may carry the Railway, with not exceeding a double Line of Railway, across and on the Level of the several Roads numbered on the Plans deposited for the Purpose of this Act as follows; (to wit,)

Number on Plan.	Parish.	Description.
20	Crewkerne - - -	Turnpike Road.
130	Crewkerne - - -	Public Highway.
6	Wayford - - -	Public Highway.
7	Chard - - -	Public Highway.
181	Thorncombe - - -	Public Highway.
8	Chardstock - - -	Public Highway.
108 & 118	Axminster - - -	Public Highway.
38	Feniton - - -	Public Highway.
48	Feniton - - -	Public Highway.
42	Broadclist - - -	Turnpike Road.
49	Pinhoe - - -	Turnpike Road.

Provided always, that by diverting or otherwise altering the public Road numbered 181 in the Parish of *Thorncombe* the Company shall provide that the Rate of Inclination of the Approach thereof towards the Railway on the South Side thereof shall not, within a Length of One hundred and fifty Yards at least, be greater than One in Fifteen.

Stations or Lodges to be erected at level Crossings.

XIII. For the greater Convenience and Security of the Public, the Company shall make and permanently maintain either a Station or a Lodge at the Points where the Railway crosses those Roads on the Level, and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of those Roads on the Level, or with regard to the Speed at which Trains shall pass those Roads, as are from Time to Time made by the Board of Trade, and if the Company fail to make or at all Times maintain any such Station or Lodge, or to appoint a proper Person to watch or superintend the Crossing at any such Point or Station, or to observe or abide by any such Rule or Regulation, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence continues after such Penalty of Twenty Pounds is incurred.

Board of Trade may order Bridges in-

XIV. The Board of Trade, if it appear to them necessary for the public Safety, may at any Time, either before or after the Railway is complete and opened for public Traffic, require the Company, within

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within such Time as the Board of Trade direct, and at the Expense of the Company, to carry any of those Roads either under or over the Railway by means of a Bridge or Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case appear to the Board of Trade best adapted for removing or diminishing the Danger arising from any such level Crossing. stead of level Crossings.

XV. In carrying the several Roads numbered on the Plans deposited for the Purposes of this Act as follows over, under, or across the Railway, the Company may make the Inclination of those Roads respectively such as or not steeper than as follows; (to wit,) Inclination of certain Roads.

Number on Plan.	Parish.	Description.	Inclination of Road.
24	Berwick - -	Public Highway -	1 in 12.
33	Berwick - -	Public Highway -	1 in 12.
44	Berwick - -	Turnpike Road -	1 in 25.
25	Hardington Mandeville	Public Highway -	1 in 12.
110	Misterton - -	Turnpike Road -	1 in 20.
20	Crewkerne - -	Turnpike Road -	1 in 10 on South Side. 1 in 15 on North Side.
130	Crewkerne - -	Public Highway -	
115	Thorncombe - -	Turnpike Road -	1 in 13.
181	Thorncombe - -	Public Highway -	1 in 15.
74	Winsham - -	Public Highway -	1 in 10.
91	Winsham - -	Public Highway -	1 in 11.
181	Axminster - -	Turnpike Road -	1 in 20.
281	Shute - -	Turnpike Road -	1 in 25.
285	Shute - -	Public Highway -	1 in 15.
8	Dalwood - -		
15	Stockland - -		
3	Offwell - -	Public Highway -	1 in 5.
45	Honiton - -	Turnpike Road -	1 in 12.
69	Honiton - -	Turnpike Road -	1 in 16.
236	Honiton - -	Turnpike Road -	1 in 18.
6	Buckerell - -	Turnpike Road -	1 in 16.
42	Gittisham - -	Public Highway -	1 in 10.
46	Gittisham - -	Public Highway -	1 in 10.
59	Gittisham - -	Public Highway -	1 in 16.
66	Gittisham - -	Public Highway -	1 in 16.
24	Broadclist - -	Public Highway -	1 in 10.
87	Pinhoe - -	Public Highway -	1 in 13.
17	Heavitree - -	Public Highway -	1 in 17.

XVI. In carrying the Railway over the several Roads numbered on the Plans deposited for the Purposes of this Act as follows, the Company may make the Arches for carrying the Railway over those Roads respectively of Height or Span not greater than as follows; (to wit,) As to Height and Span of Arches over Roads.



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Number on Plan.	Parish.	Description.	Span and Height of Arch.
1	Bradford Abbas -	Public Highway -	Span 15 Feet, Height 14 Feet.
3	Berwick - -	Turnpike Road -	Span 25 Feet.
24	Berwick - -	Public Highway -	Span 20 Feet.
33	Berwick - -	Public Highway -	Span 20 Feet.
14	East Coker - -	Public Highway -	Span 20 Feet.
12	Sutton Bingham - -	Public Highway -	Span 20 Feet.
18	Pendomer - -	Public Highway -	Span 20 Feet.
30	North Perrott - -	Public Highway -	Span 20 Feet.
10	Misterton - -	Turnpike Road -	Span 30 Feet.
72	Misterton - -	Public Highway -	Span 20 Feet.
115	Thorncombe - -	Turnpike Road -	Span 25 Feet.
153	Thorncombe - -	Public Highway -	Span 20 Feet, Height 14 Feet 6 Inches.
77	Shute - - -	Public Highway -	Span 20 Feet.
114	Shute - - -	Public Highway -	Span 20 Feet.
152	Shute - - -	Public Highway -	Span 20 Feet.
143	Shute - - -	Public Highway -	Span 20 Feet.
213	Shute - - -	Public Highway -	Span 20 Feet.
15	Stockland - - -	Public Highway -	Span 20 Feet.
3	Offwell - - -		
27	Honiton - - -	Public Highway -	Span 20 Feet.
45	Honiton - - -	Turnpike Road -	Span 30 Feet.
209	Honiton - - -	Public Highway -	Span 15 Feet.
6	Buckerell - - -	Turnpike Road -	Span 30 Feet.
24	Gittisham - - -	Public Highway -	Span 20 Feet.
59	Gittisham - - -	Public Highway -	Span 20 Feet.
20	Feniton - - -	Public Highway -	Span 20 Feet.
59	Feniton - - -	Public Highway -	Span 20 Feet.
68	Whimble - - -	Public Highway -	Span 20 Feet.
72	Whimble - - -	Public Highway -	Span 20 Feet.
106	Whimble - - -	Public Highway -	Span 20 Feet, Height 14 Feet.
162	Whimble - - -	Public Highway -	Span 20 Feet.
24	Broadclyst - - -	Public Highway -	Span 20 Feet, Height 14 Feet 6 Inches.
21	Pinhoe - - -	Public Highway -	Span 20 Feet.
32	Heavitree - - -	Public Highway -	Span 20 Feet.

Bridges, &c.  
to be made  
for double  
Line of  
Rails.

Period for  
Completion  
of Works.

XVII. The Company shall make all the Bridges and Tunnels of the Railway proper and sufficient for a double Line of Railway.

XVIII. The Railway, with at least a single Line of Railway, shall be completed and open for public Use on or before the Thirty-first Day of *December* One thousand eight hundred and sixty-one, and on that Day the Powers by this Act granted to the Company for making or using the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed and open for public Use: Provided always, that if the Railway, with a single Line of Railway, be then completed and open for public Use, the Company may



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may at any Time after the passing of this Act complete the same or any Part thereof for a double Line of Railway, and lay down a Second Line of Railway thereon or on any Part thereof.

XIX. Provided always, That if the Company, in exercise of the Powers of this Act, shall divert the Turnpike Road numbered on the Plans deposited as herein mentioned 62 in the Parish of *Saint David* in the County of *Devon* and County of the City of *Exeter*, so that the diverted Line thereof shall pass nearer to the Gaol for the County of *Devon* than the present Line of the same Road, the Company shall not, without the Consent of Her Majesty's Justices of the Peace for the County of *Devon* under the Hand of the Clerk of the Peace for the same County, purchase, take, or use any Part of the Land belonging to Her Majesty's Justices of the Peace for the County of *Devon*, and numbered on the same Plans 63 and 63a in the same Parish, which may remain on the North Side of the diverted Line of the said Turnpike Road, except for the Purpose of making and maintaining a proper Fence between such Part and the said diverted Line of Road: Provided also, that if the Company shall, in exercise of the Powers of this Act, purchase and take any Land belonging to the said Justices now lying on the North Side of the said Turnpike Road, any Workshop or similar Building with any Forge or Chimney shall not, without the like Consent, be erected on such Land.

Provision in case of Diversion of Turnpike Road in the Parish of St. David, Exeter.

XX. And whereas it is expedient that the Company, in the Execution of the Powers by this Act granted, shall be restricted from unduly interfering with those Parts of the Ornamental Grounds in the City of *Exeter* called *Northernhay* which are set apart and used for the Purposes of public Recreation, and which are on the deposited Plans of the Railway numbered respectively 66 and 66a in the Parish of *Saint David* in the County of the City of *Exeter*: And whereas the taking and permanent Occupation by the Company of a Space extending in the clear Thirty-five Feet Southward for the whole Length of the Railway, between the Point where it is proposed to pass under the public Road there called the *New North Road* and the Western Extremity of those Parts of *Northernhay*, and also of such further Space as will be sufficient for the Erection and Maintenance for all that Length of such retaining Wall or Walls as are herein-after mentioned, (such Thirty-five Feet being measured horizontally from the Centre Line of Railway shown on the deposited Plans, and at Right Angles to such Centre Line, and being exclusive of and in addition to the Space which may for the same Length be necessary or proper for the Site of such retaining Wall or Walls,) is indispensably necessary for the safe and convenient Construction and working of the Railway, and the same cannot be so taken and used without Interference with the Slopes of those Parts of *Northernhay*: Therefore the Company may, subject to the Provisions of this Act, for all or any of the Purposes

Company not unduly to interfere with Ornamental Grounds at Northernhay, Exeter.



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of the Company, enter upon, take, and use such Space and Extent of Ground as herein mentioned (that is to say,) for all the before-mentioned Length a Width of Thirty-five Feet in the clear measured as aforesaid, and in addition thereto such further Width or Space as may be necessary or proper for the Erection and Maintenance of such retaining Wall or Walls, and no greater Space or Extent of Ground South of the Centre Line of the Railway as shown on the deposited Plans in those Parts of *Northernhay* which are so respectively numbered 66 and 66a without the Consent in Writing of the Parties entitled thereto: Provided always, that nothing herein contained shall restrict the Company from entering upon, using, or altering such of the Slopes or Grounds of those Parts of *Northernhay* as it may be convenient and necessary to enter upon, use, or alter for the Purposes of enabling them to take, use, and permanently occupy and enjoy the Space and Extent of Ground herein specially mentioned as necessary to be taken and permanently occupied for the Purposes of this Act.

Company to form a Walk on Slopes at Northernhay.

XXI. The Company shall at their own Expense form, to the Satisfaction of the Surveyor for the Time being of the Parties entitled thereto, a Walk sufficient for the Purposes of public Recreation on and along the Slopes of *Northernhay* at the Top of such retaining Wall or Walls, with an ornamental Iron Palisade, or such other Fence as shall be satisfactory to the same Parties, on the Northern or Outer Side thereof, and also such additional or altered Walks on the same Slopes as may be rendered necessary and proper for the Purposes aforesaid by reason of the Interference by the Company with the existing Walks.

For securing Foot of altered Slopes.

XXII. The Company shall at their own Expense secure the Foot of the altered Slopes of those Parts of *Northernhay* by such retaining Wall or Walls as shall in the Judgment of their principal Engineer for the Time being be considered sufficient for the Purpose, and shall at the like Expense soil and plant with ornamental Trees and Shrubs such altered Slopes so as to preserve as far as may be the ornamental Character thereof.

On Completion of Works, Slopes, and Grounds at Northernhay to revert to Parties entitled thereto.

XXIII. So soon as the Works of the Company (including such soiling, planting, and Formation of Walks) shall be completed the Slopes and Grounds, Parcel of *Northernhay*, numbered as aforesaid, and situate South of the Centre Line of Railway as shown on the deposited Plans, which they may have entered upon or used for the Purposes aforesaid, (except the Space or Extent herein specially mentioned as necessary to be permanently taken and occupied for the Purposes of the Railway, retaining Wall or Walls, and other Works,) shall revert to the Parties entitled thereto at the passing of this Act, and be held and enjoyed by them as heretofore; and, except for the Purposes of Inspection and of such Reparation as from Time to Time

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the Company may deem it necessary for the Security of their Property and Works to make in the retaining Wall or Walls, it shall not afterwards be lawful for the Company, or any Workman or Agent of the Company, without the Consent of the Parties for the Time being entitled thereto, to enter upon, use, or interfere with the remaining Parts of *Northernhay*, numbered and situate as aforesaid.

XXIV. And whereas it is necessary that the Barracks and other public Property belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved from Injury: Therefore, if in the Construction of the Railway and Works the Company shall find it necessary to take and use for the Purposes thereof the Property numbered on the said deposited Plan 31 in the Parish of *Saint David*, they shall, before entering thereon for the Purposes of their Works, erect, to the Satisfaction of Her Majesty's Principal Secretary of State for the War Department, a sufficient Boundary Wall for separating the Railway from the adjoining Canteen and other public Property of Her Majesty there, and shall for ever thereafter repair and maintain such Boundary Wall; and the Company shall also, before interfering with any Buildings or Works on the Property so numbered 31, erect on such Part of Her Majesty's adjoining Property as shall be selected and appointed by Her Majesty's Secretary of State for the War Department, and to his Satisfaction, such adequate Buildings and other Works as shall be equally suitable and convenient for the Uses to which the Buildings and Works now upon the Land, Number 31, are applied.

Company to erect Boundary Wall next Crown Land at Exeter, and to provide other adequate Conveniences there.

XXV. The Arch to be constructed for carrying the Railway over the *Wilts, Somerset, and Weymouth* Railway shall not be of less Dimensions than those constructed for carrying Roads over the *Wilts, Somerset, and Weymouth* Railway.

Dimensions of Arch over the Wilts, Somerset, and Weymouth Railway.

XXVI. That nothing in this Act contained shall extend to enable the Company to alter, vary, or interfere with the *Wilts, Somerset, and Weymouth* Railway, or any of the Works thereof, further or otherwise than is by this Act expressly authorized, without the Consent in Writing of the *Great Western* Railway Company in every Instance for that Purpose first had and obtained, nor to take any of the Lands or Grounds belonging to that Company, and which may be necessary to be retained by the same Company for the Purposes of their Railway or any of the Works thereof; and if any Difference shall arise as to the Lands or Grounds which it may be necessary for the *Great Western* Railway Company so to retain, such Difference shall be settled by Arbitration in manner provided by the Railways Clauses Consolidation Act, 1845, and the Company shall be empowered to take and use, or shall

Lands, &c. of the Wilts, Somerset, and Weymouth Railway Company not to be interfered with without Consent.



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shall be restrained from taking and using, such Lands and Grounds according to such Settlement.

Penalty in case of Interruption of Traffic on the Wilts, Somerset, and Weymouth Railway.

XXVII. That if by reason of any Works or Proceedings of the Company there shall be any such Obstruction of or Interference with the *Wilts, Somerset, and Weymouth* Railway as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Great Western* Railway Company the Sum of Twenty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction shall continue, and shall in addition thereto repay to them all Costs and Expenses to which they may be put by reason of such Obstruction, as well as full Compensation for the Inconvenience sustained by them by reason thereof.

Saving Rights of Great Western Railway Company.

XXVIII. Nothing in this Act contained shall extend to prejudice, diminish, or take away, further or otherwise than as by this Act expressly authorized, any of the Rights, Privileges, Powers, or Authorities vested in the *Great Western* Railway Company.

If Railway not opened in a certain Time, Payment of Dividends to be suspended.

XXIX. If the Railway be not opened for public Use at the Expiration of Five Years next following the Thirty-first Day of *December* after the passing of this Act, then the Payment by the Company of Dividend on their ordinary and unguaranteed Stock and Shares shall be wholly suspended, at the Expiration of Five Years next following the Thirty-first Day of *December* after the passing of this Act, until the opening of the Railway for public Use, or until they shall have obtained such a Certificate from the President of the Board of Trade as by this Act provided, whichever Event first happens.

Cesser of such Suspension on Certificate of President of Board of

XXX. If there be any such Suspension of Payment of Dividend, the Company may at any Time thereafter apply to the President of the Board of Trade to certify that in his Judgment the Company ought under the Circumstances to be relieved therefrom, and he may make such Inquiries in that Behalf as he thinks fit, and if he so think fit may grant such Certificate in Writing under his Hand to the Company, and thereupon such Suspension of Payment of Dividend shall cease.

Tolls on Railway.

XXXI. Subject to the Provisions of the *South-western* Acts applicable in that Behalf, the Company may demand and take, in respect of the Railway, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggon, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Rates, and other Charges as by the *South-western* Acts or any of them the Company are authorized to demand and take for like Traffic, Services,  
and



*London and South-western, Exeter Extension, Act, 1856.*

and Matters on or with respect to the Main Line of the *London and South-western* Railway, and in like Manner, and with and subject to the like Powers and Provisions in all respects, as if the Railway were Part of that Main Line.

XXXII. Provided always, That the maximum Charges to be made by the Company with respect to the Tolls, Rates, and Charges for the Use of the Railway, or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic thereon, (except the loading and unloading of Goods, where that Service is performed by the Company,) shall not exceed the Sums in that Behalf limited by "The *London and South-western* Railway Company's (Amendment) Act, 1846:" Provided also, that such maximum Charges shall not extend to any Passengers, Articles, or Things conveyed by any Special or Extra Train: Provided also, that where any Passengers, Articles, or Things are conveyed by the Company on the Railway, or partly on the Railway and partly on the *Salisbury and Yeovil* Railway, or partly on that Railway and partly on the *South-western* Railway, for a less Distance than Six Miles, the Company may demand and take such maximum Charges as for Six Miles.

Maximum  
Tolls to be  
so taken.

XXXIII. Subject to the Provisions of the *Salisbury and Yeovil* Railway Acts, the Company, when they work or use the *Salisbury and Yeovil* Railway, or any Part thereof, may demand and take in respect of the *Salisbury and Yeovil* Railway, or the Part thereof so worked by them, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to their Traffic thereon, a like Amount of Tolls, Rates, and other Charges as by the *Salisbury and Yeovil* Acts or any of them the *Salisbury and Yeovil* Company are then authorized to demand and take for like Traffic, Services, and Matters thereon, and in like Manner, and with and subject to the like Powers and Provisions in all respects, as if, with respect to the *Salisbury and Yeovil* Railway, or the Part thereof so worked or used by the Company, they were the *Salisbury and Yeovil* Company.

Tolls to be  
taken by  
Company on  
*Salisbury*  
and *Yeovil*  
Railway.

XXXIV. Provided always, That with respect to the Tolls to be demanded and taken by the Company for all Traffic conveyed by the Company partly on the *Salisbury and Yeovil* Railway, or any Part thereof, and partly on any of the Railways belonging to the Company, the Length of Railway over which the Traffic passes shall be estimated as if the several Railways over which it so passes were One continuous Line of Railway, forming Part of the Railway of the Company.

Tolls for  
Traffic partly  
on *Salisbury*  
and *Yeovil*  
Railway and  
partly on  
Company's  
Railway.



*London and South-western, Exeter Extension, Act, 1856.*

And whereas it is expedient that the Company and the *Salisbury and Yeovil* Company be authorized to make and enter into Contracts and Arrangements for the Purposes of this Act :

Contracts  
between  
Company  
and Salis-  
bury and  
Yeovil Com-  
pany.

XXXV. The Company and the *Salisbury and Yeovil* Company, with the Authority of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of each of those Companies respectively specially convened for the Purpose, from Time to Time may make and carry into effect all such mutual Contracts with respect to the Undertaking by this Act authorized, and the Undertaking of the *Salisbury and Yeovil* Company respectively, or the Interests of those Two Companies or either of them relating to those Two Undertakings or either of them, or any other Purposes of this Act, as those Two Companies from Time to Time think fit, and any such Agreement already made with such Authority shall be as valid and effectual as if hereafter made with such Authority, and the Purposes for which such mutual Contracts may be made comprise the following Purposes and all incidental Matters ; (to wit,)

The Construction, Maintenance, working, and User of the *Salisbury and Yeovil* Railway, and the Stations, Watering Places, and other Works and Conveniences of the *Salisbury and Yeovil* Company :

The Transmission, Regulation, and Management of the Traffic of the Two Companies respectively :

The Collection, Apportionment, and Appropriation of their respective Tolls, Fares, and Rates :

The running by the Company with Engines and Carriages over all or any Part of the *Salisbury and Yeovil* Railway :

The User by the Company of the Stations, Sidings, Platforms, Booking Offices, Water Tanks, and other Conveniences of the *Salisbury and Yeovil* Company :

The Modification of any of the Rights or Liabilities under this Act of the Two Companies respectively as between themselves :

The Subscription by the Company for Shares in and the lending of Money by them to the *Salisbury and Yeovil* Company :

The Appointment by the Company, according to this Act, of Directors of the *Salisbury and Yeovil* Company.

And whereas, in order to secure the early Completion of the *Salisbury and Yeovil* Railway, it is expedient that the Company be authorized to subscribe for and hold Shares in the Undertaking of the *Salisbury and Yeovil* Company, and in order to insure Unity of Action on Matters in which the Company and the *Salisbury and Yeovil* Company may have a Community of Interest it is expedient that the Company be authorized to appoint Directors of the *Salisbury and Yeovil* Company :

Company  
may hold  
Shares in

XXXVI. The Company, for the Purposes of this Act, may subscribe for and hold Shares in the *Salisbury and Yeovil* Company to an Amount



*London and South-western, Exeter Extension, Act, 1856.*

Amount not exceeding One hundred thousand Pounds, and may apply for that Purpose any Money in the Possession or Control of the Company, or already or hereafter raised by them by Shares or borrowing, under the Provisions of any Act or Acts relating to the Company: Provided always, that no such Application of Money shall take place unless it shall have been, either before or after the passing of this Act, authorized by not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Special General Meeting of the Company.

Salisbury  
and Yeovil  
Company.

XXXVII. The Company may lend to the *Salisbury and Yeovil* Company, on Mortgage or Bond, any Sums not exceeding in the whole One hundred thousand Pounds: Provided always, that the Amount for which the Company may subscribe for and hold Shares in the *Salisbury and Yeovil* Company shall from Time to Time be lessened by the Amounts for which the Company are then Mortgagees or Bondholders of the *Salisbury and Yeovil* Company.

Company  
may lend  
Money to the  
Salisbury  
and Yeovil  
Company.

XXXVIII. The Shares in the *Salisbury and Yeovil* Company for which the Company subscribe shall be a Class of Shares distinct from all the other Shares in the *Salisbury and Yeovil* Company, and shall be distinguished in the Books of the *Salisbury and Yeovil* Company, and by the Certificates thereof, as "*Salisbury and Yeovil South-western* Shares."

Classifica-  
tion of Com-  
pany's  
Shares in  
Salisbury  
and Yeovil  
Company.

XXXIX. The *Salisbury and Yeovil South-western* Shares shall entitle the Holders thereof respectively to a preferential Dividend out of the Gains and Profits of the *Salisbury and Yeovil* Company, applicable to the Payment of Dividend or Interest on Shares in that Company, and the Amount of that Dividend shall be after the yearly Rate of Four Pounds in the Hundred on the Amount actually paid on the *Salisbury and Yeovil South-western* Shares respectively, and that Dividend shall be paid by half-yearly Payments, and that Dividend shall be fully paid before any Payment by way of Dividend or Interest on any other of the Shares in the *Salisbury and Yeovil* Company be made.

Preferential  
guaranteed  
4l. per Cent.  
per Annum  
Dividend on  
Salisbury  
and Yeovil  
South-  
western  
Shares.

XL. Whenever in any Half Year, after paying or providing for, in the first place, the preferential Dividend after the yearly Rate of Four Pounds in the Hundred on the *Salisbury and Yeovil South-western* Shares, and in the next place a Dividend for that Half Year after the yearly Rate of Four Pounds in the Hundred on the Amount actually paid on the other Shares in the *Salisbury and Yeovil* Company, there remains any Surplus of the Gains and Profits of that Company applicable to the Payment of Dividend or Interest on Shares in that Company, such Surplus shall be paid by way of equal Dividend on the *Salisbury and Yeovil South-western* Shares, and the other Shares in the

Equal Divi-  
dend on all  
Salisbury  
and Yeovil  
Shares after  
Payment in  
any Half  
Year of 4l.  
per Cent. per  
Annum Divi-  
dend on all  
those Shares.

*Salisbury*



*London and South-western, Exeter Extension, Act, 1856.*

*Salisbury and Yeovil* Company, rateably and in proportion to the Amount actually paid on those several Shares respectively.

Period for Calculation of such Dividend.

XLII. For the Purpose of calculating Dividend on Shares in the *Salisbury and Yeovil* Railway Company the Year shall commence with the First Day of *January*.

Company may appoint Two Directors of that Company.

XLIII. The Company or the Directors thereof from Time to Time may appoint Two Persons, being respectively Directors of the Company, to be Directors of the *Salisbury and Yeovil* Company, in addition to the Directors elected by the Shareholders of that Company.

Rotation of Directors of *Salisbury and Yeovil* Company appointed by Company.

XLIV. The Directors of the *Salisbury and Yeovil* Company appointed by or on behalf of the Company shall retire from Office at the First Ordinary Meeting in every Year of the *Salisbury and Yeovil* Company, unless the Company or the Directors thereof appoint such Directors or Director for a longer Period; and every such Director retiring from Office shall be re-eligible; and, except as by this Act otherwise provided, every such Director shall have the same Powers, and be subject to the same Provisions and Regulations, as other Directors of the *Salisbury and Yeovil* Company.

Removal of such Directors.

XLV. The Company or the Directors thereof from Time to Time may remove any Director of the *Salisbury and Yeovil* Company from Time to Time appointed by or on behalf of the Company.

Supply of Vacancies in Office of such Directors.

XLVI. If any Person appointed by or on behalf of the Company to be a Director of the *Salisbury and Yeovil* Company by Writing under his Hand resign or be removed or die, every Vacancy in the Number of the Directors of the *Salisbury and Yeovil* Company so occasioned may be supplied by or on behalf of the Company under the Powers by this Act granted to the Company, or the Directors thereof, and from Time to Time in force.

As to Power of Directors of *Salisbury and Yeovil* Company.

XLVII. The Powers of the Directors of the *Salisbury and Yeovil* Company shall not be dependent on there being in Office any Director appointed by or on behalf of the Company.

Instruments of Appointment of Directors and of Revocation.

XLVIII. Every Appointment or Revocation by or on behalf of the Company of a Person to be a Director of the *Salisbury and Yeovil* Company shall be in Writing, and under the Seal of the Company, or under the Hand of the Chairman of the Directors of the Company, or under the Hand of the Secretary of the Company, and the Instrument of every such Appointment or Revocation shall be delivered to the *Salisbury and Yeovil* Company, or to one of the Directors or to the Secretary thereof, and shall be kept by that Company with their  
Records,



*London and South-western, Exeter Extension, Act, 1856.*

Records, and shall at all reasonable Times be open to the Inspection and Transcription of all Persons interested.

XLVIII. Until the contrary be shown, every Instrument purporting to be the Instrument of any such Appointment or Revocation, and under the Seal of the Company, or under the Hand of the Chairman of the Directors or of the Secretary, and without Proof of the Seal thereto affixed having been duly affixed, or of the Signature thereto having been duly authorized, or being the Signature of the Chairman or Secretary, shall be sufficient Evidence of the Appointment or Revocation purporting to be thereby made: Provided always, that notwithstanding it be afterwards discovered that there was some Defect in the Appointment of any such Person, all his Acts as a Director of the *Salisbury and Yeovil* Company, and all Proceedings consequent thereon or relating thereto, shall be as valid as if he had been duly appointed.

Validity of such Instruments and of Acts thereunder.

XLIX. The Number of the Directors of *Salisbury and Yeovil* Company, inclusive of the Directors appointed by or on behalf of the Company, shall never, without in every Case the previous Consent of the Company under their Common Seal, exceed Nine.

Limit of Number of *Salisbury and Yeovil* Directors.

L. So long as the Company hold Shares to a nominal Amount, not less than Twenty-five thousand Pounds, in the *Salisbury and Yeovil* Company, the Company or the Directors thereof from Time to Time may appoint any Person, whether a Shareholder in the Company or not, and whether a Shareholder in the *Salisbury and Yeovil* Company or not, to vote on behalf of the Company at General Meetings of the *Salisbury and Yeovil* Company, and from Time to Time may revoke any such Appointment and appoint another such Person in that Behalf, and the Person so from Time to Time appointed shall, during his Appointment, be entitled to be present and to take part in the Discussions and to vote at all General Meetings of the *Salisbury and Yeovil* Company as if he were a Shareholder of that Company.

Nominee of Company to vote at Meetings of *Salisbury and Yeovil* Company.

LI. Every such Appointment or Revocation shall be in Writing and under the Seal of the Company, or under the Hand of the Chairman of the Directors of the Company, or under the Hand of the Secretary of the Company, and the Instrument of every such Appointment or Revocation shall be delivered to the *Salisbury and Yeovil* Company, or to one of the Directors or to the Secretary thereof, and shall be kept by that Company with their Records, and shall at all reasonable Times be open to the Inspection and Transcription of all Persons interested.

Instruments of Appointment of Nominee and of Revocation.

LII. Until the contrary be shown, every Instrument purporting to be the Instrument of any such Appointment or Revocation, and to be

Validity of such Instruments, and of



*London and South-western, Exeter Extension, Act, 1856.*

Votes and  
Acts there-  
under.

under the Seal of the Company, or under the Hand of the Chairman of the Directors or of the Secretary, and without Proof of the Seal thereto affixed having been duly affixed, or of the Signature thereto having been duly authorized, or being the Signature of the Chairman or Secretary, shall be sufficient Evidence of the Appointment or Revocation purporting to be thereby made: Provided always, that, notwithstanding it be afterwards discovered that there was some Defect in the Appointment of any such Person, all Votes given by him, and all Proceedings consequent thereon or relating thereto, shall be as valid as if he had been duly appointed.

Scale of  
Votes for  
Company  
at Salisbury  
and Yeovil  
Meetings.

LIII. The Person so from Time to Time appointed may vote on behalf of the Company at all Meetings and Ballots of the *Salisbury and Yeovil* Company according to the following Scale; to wit,

When the Company hold One Fourth of the Shares from Time to Time issued of the *Salisbury and Yeovil* Company he may, on every Occasion of voting at any General Meeting or Ballot of that Company, give so many Votes as are equal in Number to One Third of all the Votes which, if the Holders of all the other Shares then issued of that Company were present, personally or by Proxy, thereat, might be given by them on the Question on which the Voting takes place:

When the Company hold more or less than One Fourth of the Shares from Time to Time issued of the *Salisbury and Yeovil* Company he may, on every Occasion of voting at any General Meeting or Ballot of that Company, give so many Votes as bear the like Proportion to all the Votes which, if the Holders of all the other Shares then issued of that Company were present, personally or by Proxy, thereat, might be given by them on the Question on which the Voting takes place, as the Number of the Shares of the *Salisbury and Yeovil* Company then held by the Company bear to all the other Shares then issued of the *Salisbury and Yeovil* Company.

Restriction  
on voting:

LIV. Provided always, That the Person so appointed shall not vote on behalf of the Company at any Meeting or Ballot of the *Salisbury and Yeovil* Company upon any Question touching the Election by the Shareholders of Directors of the *Salisbury and Yeovil* Company, or touching any proposed Increase or Reduction of the Number of Directors of that Company.

Company's  
Secretary to  
give Notice  
to Salisbury  
and Yeovil

LV. The Secretary of the Company shall give Notice in Writing, to be sent by Post to or delivered at the principal Office of the *Salisbury and Yeovil* Company, of every Appointment, Removal, Resignation, or Disqualification of any Person from Time to Time appointed by



*London and South-western, Exeter Extension, Act, 1856.*

by or on behalf of the Company to be a Director of the *Salisbury and Yeovil* Company, or to vote on behalf of the Company at General Meetings of the *Salisbury and Yeovil* Company; and every such Notice shall be so given so soon as conveniently may be after the Event therein certified has occurred; and every such Notice shall, as between the Company and the *Salisbury and Yeovil* Company, be, until the contrary be shown, Evidence of the Fact thereby certified.

Company of Appointment, &c. of Directors and Nominees.

LVI. Where any Share in the Company is declared forfeited, and the Forfeiture is confirmed by a General Meeting of the Company, in accordance with the Provisions of "The Companies Clauses Consolidation Act, 1845," and Notice of the Forfeiture is given by Advertisement in the *London Gazette*, and in some *London* daily Morning Newspaper, then and in every such Case, if the Directors be unable to sell such Share for a Sum equal to the Arrear of Calls and Interest and Expenses due in respect thereof at any General Meeting of the Company held after an Interval of at least Two Months after such Notice is given, and if Payment of all Arrears of Calls, with the Interest due thereon and all Expenses, be not made by the registered Owner before such Meeting be held, the Company may resolve and direct that the Share, instead of being sold, be cancelled, and the same shall thereupon be cancelled accordingly.

Company may cancel forfeited Shares.

LVII. A Declaration in Writing, made by some credible Person before a Justice, stating that a Sum of Money sufficient to pay the Arrears of Calls and Interest and Expenses in respect of such Share could not be obtained for the same upon the Stock Exchange of the City of *London* at the Time of such Cancellation, shall be Evidence of the Fact therein stated.

Evidence for Cancellation.

LVIII. Whenever it is so resolved that any Share shall be cancelled, the Owner thereof, from and after the passing of such Resolution, shall be precluded from all Right and Interest therein, but such Cancellation shall not affect the Liability of the last Owner of any such Share to pay to the Company the Arrears of Calls and Interest due in respect of such Share at the Time of such Cancellation, or the Powers of the Company to enforce Payment thereof by Action.

Shareholder liable to pay Calls, &c. notwithstanding Cancellation.

LIX. Provided always, That the Value of the Share at the Time of such Cancellation shall be deducted from the Amount so then due: Provided also, that if Payment of all Arrears of Calls and Interest and Expenses be made before such Meeting, the Share shall revert to the Person to whom it belonged before Forfeiture, and shall be so re-entered on the Register.

Value of Share to be deducted, &c.

LX. Where any Share in the Company is declared forfeited, or where any Sum payable on any Share remains unpaid, the Company,

Company may cancel forfeited Shares with



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Consent of  
Holders.

with the Consent in Writing of the registered Holder of the Share, and with the Sanction of a General Meeting, may resolve that the Share shall be cancelled, and immediately thereupon the Share shall be cancelled, and all Liabilities and Rights with respect to the Share shall thereupon be absolutely extinguished.

Company  
may issue  
new Shares  
in lieu of  
such cancel-  
led Shares.

LXI. Whenever the Company, under any of the Provisions of this Act, cancel any Shares, they may from Time to Time thereafter create and issue in lieu of the Shares so cancelled new Shares of an aggregate Amount not exceeding the Amount of what remained unpaid on the Shares so cancelled.

Company  
may create  
the new  
Shares of  
different  
Classes, &c.

LXII. The new Shares which the Company may issue under or for any of the Purposes of this Act may be issued by the Company with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at a General Meeting of the Company, as the Company from Time to Time think fit, either of One Class and with like Privileges, or of several Classes and with different Privileges, and of the same or different Amounts, and respectively with any fixed, fluctuating, contingent, guaranteed, preferential, perpetual, terminable, or other Dividend, and the Company may, as they from Time to Time think fit, fix the Amounts and Times of Payments of the Calls on such Shares: Provided always, that no new Share issued under or for any of the Purposes of this Act shall have any fixed or guaranteed or preferential Dividend beyond the yearly Rate of Five Pounds in the Hundred on the Amount from Time to Time actually paid thereon: Provided also, that all the Shares of the same Class shall be of the same Amount, and all the Shares of the same Class shall bear the same Dividend, and confer like Privileges.

Rights of  
existing  
Preference  
Shares  
saved.

LXIII. Provided always, That any Preference or Priority in the Payment of Dividend, which may be granted in respect of any new Shares in pursuance of this Act, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the Company by or in pursuance of, or which may have been confirmed by, any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Company  
may cancel  
unissued new  
Shares and  
issue new  
Shares in  
lieu.

LXIV. If after having created any Class of new Shares, the Company determine not to issue the whole of the Shares of that Class, they may cancel the unissued Shares, and may from Time to Time thereafter create and issue in lieu thereof other new Shares of an aggregate Amount not exceeding that of the new Shares so cancelled.

If ordinary  
Shares or

LXV. If at the Time of issuing any new Shares under this Act, or any Shares for raising the Sum of Nine thousand Pounds by the  
*South.*



*London and South-western, Exeter Extension, Act, 1856.*

*South-western* Railway Capital and Works Act, 1855, authorized to be raised by Shares, the then ordinary Stock or ordinary Shares of the Company be at a Premium, the new Shares to be then issued shall, except so far as a General Meeting of the Company specially convened for the Purpose shall, by a Majority of Three Fifths of the Votes of the Shareholders present in Person or by Proxy thereat, otherwise determine, be of such Amount as will conveniently allow the same to be apportioned among the then Holders of the ordinary Shares and ordinary Stock in proportion to the ordinary Shares and to the Number of the Portions of Fifty Pounds each of the ordinary Stock held by them respectively, and shall be offered to them at Par in such Proportion; and such Offer shall be made by Letter, under the Hand of the Treasurer of the Company, given to every such Holder, or sent by Post addressed to him according to his Address in the Share or Stock Register Book, or left for him at his usual or last known Place of Abode in *England*; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in due Course of Delivery ought to reach the Place to which it is addressed.

Stock at a Premium, new Shares to be offered to existing Shareholders.

LXVI. The new Shares so offered shall vest in and belong to the Holders who accept them.

New Shares to vest in accepting Shareholders.

LXVII. Provided always, That the Directors, if they think proper, but not otherwise, may permit any such Holder who, from Absence abroad or other Cause satisfactory to the Directors, omits to signify within the Time by this Act limited his Acceptance of the Shares offered to him, to accept them notwithstanding such Time have elapsed.

Directors may enlarge Time for accepting new Shares.

LXVIII. If any such Holder fail for One Month after such Offer of new Shares to accept them, the Company may dispose of such unaccepted new Shares to any other Persons.

Disposal of unaccepted new Shares to others.

LXIX. Except as by this Act provided with respect to offering new Shares to existing Holders of ordinary Shares and ordinary Stock, the Company may from Time to Time dispose of the new Shares to such Persons and on such Terms and Conditions as the Company think fit.

General Disposal by Company of new Shares.

LXX. Every Person who becomes entitled to any new Share, issued under or for any of the Purposes of this Act, of any Class, shall in respect of the same be a Shareholder, and, unless before the Time of the Issue thereof it be otherwise resolved by the Company, be entitled to the same Dividend, and the same Rights of voting, and Qualification and Privileges, as the Holders of the other ordinary Shares and of the ordinary Stock of the Company, proportioned to the whole Amount from Time to Time actually paid on such new Shares.

Dividends on new Shares.



*London and South-western, Exeter Extension, Act, 1856.*

Limit of  
Application  
of Money  
raised by  
new Shares.

LXXI. Provided always, That all and every Part of the Money raised by the Company under this Act by new Shares shall be applied only to Purposes by the recited *South-western* Acts and this Act respectively authorized.

Interest not  
to be paid on  
Calls paid  
up.

LXXII. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Deposit for  
future Bills  
not to be  
made out of  
Company's  
Capital.

LXXIII. The Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway or execute any other Work or Undertaking.

Act not to  
increase  
Company's  
Capital.

LXXIV. Provided always, That nothing in this Act shall increase the Amount of the Capital of the Company as defined by "The *South-western* Railway Capital and Works Act, 1855:" Provided also, that nothing in this Act shall prejudice any of the now existing Powers of the Company with respect to raising Money by Shares or by borrowing, but the Powers by this Act conferred on the Company with respect to new Shares shall be in addition to the now existing Powers.

Qualification  
of Directors.

LXXV. After the passing of this Act the Qualification of a Director of the Company, inclusive of every present Director, shall be or include his holding in his own Right consolidated preferential Stock created by "The *South-western* Railway Capital and Works Act, 1855," or consolidated Stock bearing an ordinary Rate of Dividend, or Shares bearing such Rate of Dividend, or One or more of such several Descriptions of Stock and Shares actually paid up, to the Amount or to the aggregate Amount of at least Three thousand Pounds; and the Qualification of a Director of the Company, exclusive of every present Director, shall include his holding in his own Right that qualifying Amount at and for at least Twelve Months next before the Time of his Election: Provided always, that if at the Time of the passing of this Act any of the present Directors do not hold in his own Right that qualifying Amount, then during the Three Months next after the passing of this Act it shall not be requisite for his continuing in Office as a Director that he should have any other Qualification than the Qualification of a Director immediately before the passing of this Act

LXXVI. A



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*London and South-western, Exeter Extension, Act, 1856.*

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LXXVI. A General Meeting specially convened for the Purpose, and by not less than Three Fifths of the Votes of the Shareholders present in Person or by Proxy thereat, may remove from Office any Director for any Reason deemed by the Meeting sufficient.

Removal of Director by Special General Meeting.

LXXVII. Except as is by this Act otherwise expressly provided, nothing in this Act shall take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, or Privileges of the Company, or of the *Salisbury and Yeovil Company*.

Saving Rights of Company and Salisbury and Yeovil Company.

LXXVIII. Nothing contained in this Act, or in the Acts herein recited or referred to, shall extend to authorize the Company to purchase, take, or use any Land or Soil, or any Rights in respect thereof, belonging to Her Majesty in right of the Duchy of *Cornwall*, without the Consent in Writing of Two or more of the principal Officers of the said Duchy, and which Consent such principal Officers, or any Two of them, are hereby authorized and empowered to give, or belonging to the Duke of *Cornwall* for the Time being, without the Consent of the said Duke testified in Writing under the Privy Seal of the said Duke, first had and obtained for that Purpose, or to prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities vested in or enjoyed by Her Majesty, Her Heirs or Successors, in right of the Duchy of *Cornwall*, or in or by the Duke of *Cornwall* for the Time being.

Lands of Her Majesty and the Duke of Cornwall in right of the Duchy not to be taken without Consent.

LXXIX. This Act or anything therein shall not exempt the Railway by this Act or the recited Acts authorized to be made from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, 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, and of the Rates for small Parcels, authorized by this Act and the recited Acts respectively.

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

LXXX. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act shall be paid by the Company.

Expenses of Act.

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