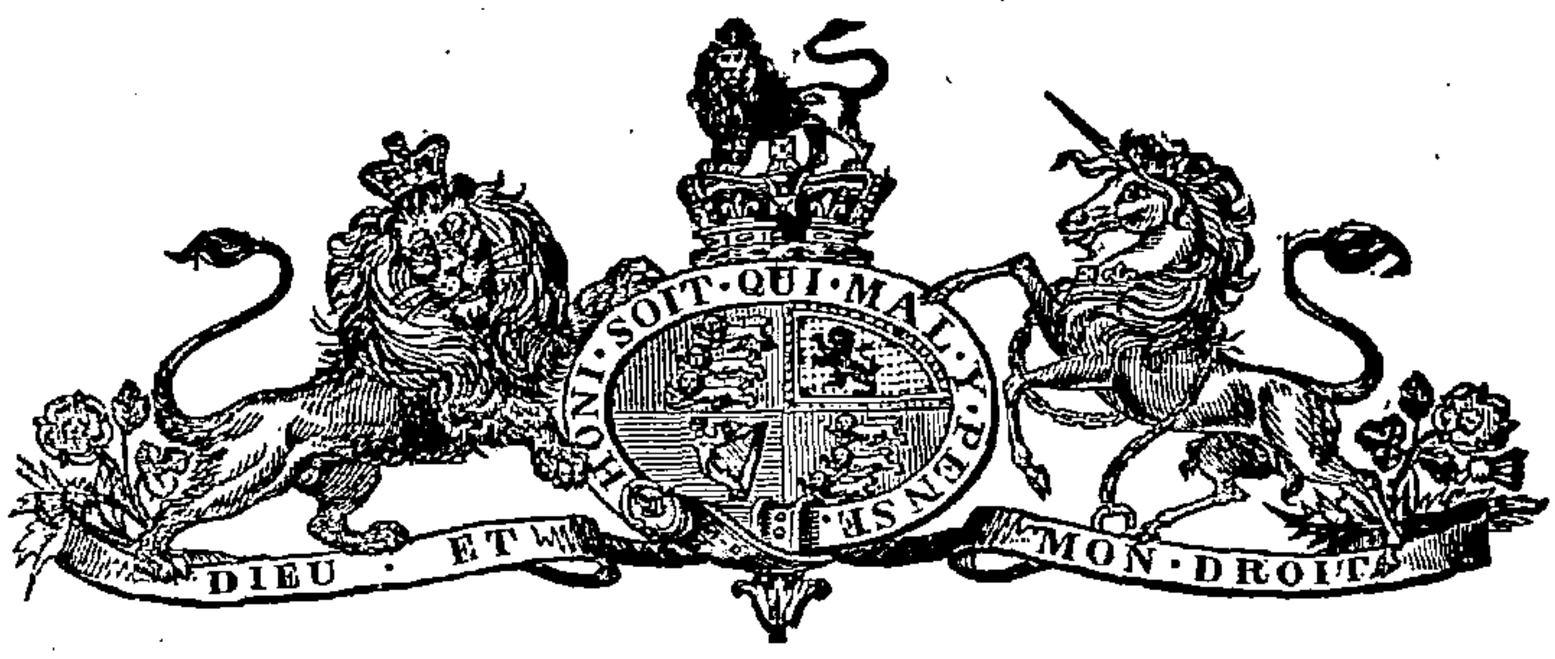


ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cxliv.

An Act for effecting Railway Communication from the Metropolitan Extension of the *London, Chatham, and Dover* Railway to the *Crystal Palace* at *Sydenham*. [17th *July* 1862.]

WHEREAS the making of Railway Communication, herein-after described, from the City and West End Sections of the Metropolitan Extension of the *London, Chatham, and Dover* Railway, so that by means of the same, and of the Line of Railway next herein-after referred to, there may be Communication by Railway through *Denmark Hill* and *Peckham* with the *Crystal Palace* at *Sydenham*, would be of great public Advantage: And whereas a Bill (in this Act called the *Brighton* Bill) is now pending in Parliament for enabling the *London, Brighton, and South Coast* Railway Company (in this Act called the *Brighton* Company) to make certain new Lines of Railway, and it is expedient to secure the User in connexion with the Railways by this Act authorized of a Portion of such new Lines of Railway, namely, the Portion intended to be made between the Points herein-after mentioned at the *Barrington Road* in the Parish of *Saint Mary Lambeth* and *Peckham* respectively, and with that Object, and for the Purpose of effecting such Railway Communication as aforesaid, Provisions have been

been inserted in the *Brighton* Bill for securing to the Company and any Company lawfully working and using the Railways of the Company and the *London, Chatham, and Dover* Railway Company (in this Act called the *Dover* Company) the Use of the said Portion of Railway: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry into execution the Undertaking authorized by this Act: And whereas it is expedient that the Company on the one hand and the *Dover* Company on the other hand should be authorized to enter into Agreements as herein-after mentioned: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all the Purposes be cited as "The *Crystal Palace and South London Junction* Railway Act, 1862."

8 & 9 Vict. cc. 16., 18., and 20. and 23 & 24 Vict. c. 106. incorporated.

2. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Company incorporated.

3. *Edward Watkins Edwards*, *Thomas Holroyd*, Sir *Cusack Patrick Roney*, Sir *Charles Rich*, *Henry Tootal*, and all other Persons and Corporations who have already subscribed or hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, are by this Act united into a Company, for the Purpose of making and maintaining the Railway and for other the Purposes of this Act, and for those Purposes are by this Act incorporated by the Name of "The *Crystal Palace and South London Junction* Railway Company," and by that Name shall be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act.

Capital.

4. The Capital of the Company shall be Six hundred and seventy-five thousand Pounds, in Sixty-seven thousand five hundred Shares of Ten Pounds each, and such Shares or any of them may, if the Company think fit, be created and issued as Preferred Half Shares and Deferred Half Shares.

Calls.

5. Two Pounds a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls, and Two Thirds of the Amount of the Shares shall be the utmost aggregate Amount of the Calls made in any One Year upon any Share.

6. The

Power to borrow on Mortgage.

6. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Two hundred and twenty-five thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Six hundred and seventy-five thousand Pounds is subscribed for, and One Half thereof is paid up, and the Company has proved to the Justice who is to certify, under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," that the whole of the Capital has been subscribed for *bonâ fide*, and is held by the Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable.

Arrears may be enforced by Appointment of a Receiver.

7. The Mortgagees under this Act may enforce the Payment of the Arrears of Interest or of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver shall be Ten thousand Pounds.

Interest not to be paid on Calls paid up.

8. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided 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 in conformity with "The Companies Clauses Consolidation Act, 1845."

Deposit for future Bills not to be paid out of Capital or Loan.

9. The Company shall not out of any Money by this Act authorized to be raised pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter 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 other Railway or execute any other Work or Undertaking.

Application of Monies.

10. All and every Part of the Money raised under this Act, whether by Shares or by borrowing, shall be applied only for Purposes authorized by this Act.

First Meeting.

11. The First Ordinary Meeting of the Company shall be held within Six Months after the passing of this Act.

Number of Directors.

12. The Number of Directors shall be Six: Provided always, that the Company from Time to Time may reduce and increase the Number of Directors within the Limits of Eight as the Maximum and Four as the Minimum.

First Directors.

13. *Edward Watkin Edwards*, *Thomas Holroyd*, Sir *Cusack Patrick Roney*, Sir *Charles Rich*, and *Henry Tootal* shall be the First Directors of the Company.

14. The

Quorum.

14. The Quorum of a Meeting of the Directors shall be Three.

Qualification of Directors.

15. The Qualification of a Director shall be the Possession in his own Right of Shares to the aggregate nominal Amount of One thousand Pounds.

Election of Directors at FirstGeneral Meeting.

16. The Directors appointed by this Act shall continue in Office until the First Ordinary Meeting held after the passing of this Act, and at that Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act or any of them, or the Meeting may elect a new Body of Directors, or so many Directors as are required to supply the Place of those not continued in Office, the Directors appointed by this Act being, if qualified, eligible for Re-election.

Subsequent Election of Directors.

17. At the First Ordinary General Meeting to be held in every Year after the First General Meeting the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of the Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained, and the several Persons elected at any such Meeting, being neither removed nor disqualified nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845."

Newspaper for Advertisement.

18. The Newspaper for Advertisements shall be any Morning Newspaper published in *London* at least Six Days in the Week.

Power to make Railways.

19. It shall be lawful for the Company to make and maintain the Railways herein-after mentioned, with all proper Works and Conveniences connected therewith; (that is to say,)

(1.) A Railway commencing by a Junction with the Railway in the *Brighton* Bill called Railway No. 4. at a Point near *Rye Lane*, *Peckham*, Forty Chains from the Commencement of the Railway in the *Brighton* Bill called No. 4., as measured along the Centre Line on the Plans referred to in the *Brighton* Bill, and terminating at or near the *Crystal Palace* at *Sydenham*:

(2.) A Railway commencing by a Junction with the authorized Railway No. 2. of the Metropolitan Extensions of the *Dover* Company in the Parish of *Saint Giles*, *Camberwell*, in the County of *Surrey*, and terminating by a Junction with the said Railway in the *Brighton* Bill called Railway No. 4. at a Point near *Denmark Hill* One Mile and Fifty-nine Chains, measured along the Centre Line in the Plans referred to in the *Brighton* Bill, from the Commencement of the said Railway No. 4.

20. If

In certain Events Company may make so much of the Line shown on deposited Plans as is situate between the Commencement of Railway No. 1. in this Act and the Termination of Railway No. 4. in the Brighton Bill.

20. If the *Brighton* Bill shall not pass into a Law during the present Session, or if before the Expiration of Three Years from the passing of the *Brighton* Bill (if the same shall pass during the present Session) the *Brighton* Company shall not have completed and opened for Traffic with Four Lines of Rails so much of the Railway proposed to be authorized by the *Brighton* Bill as lies between the Commencement of the Railway first herein-before described and authorized and the Termination of the said Railway in the *Brighton* Bill called Railway No. 4. at or near *Barrington Road* aforesaid, then and in either of those Cases (but not otherwise) it shall be lawful for the Company to make the Portion of the Railway shown on the deposited Plans and Sections herein-after mentioned which is situate between the said Point of Commencement of the said Railway firstly herein-before described and authorized and the Termination of the said Railway in the *Brighton* Bill called Railway No. 4. at or near *Barrington Road* aforesaid.

Railway to be made according to deposited Plans.

21. Whereas Plans and Sections of the said Railways showing the Lines and Levels thereof, and Books of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands which may be required to be taken for the Purposes thereof, have been deposited with the respective Clerks of the Peace for the Counties of *Surrey* and *Kent*: Therefore, subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Railways Nos. 1. and 2. by this Act authorized, and in either of the Cases in that Behalf in this Act expressed the Portion of Railway by this Act contingently authorized, shall be made in the Line or Course and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections, and, subject to the aforesaid Provisions, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as shall be necessary for the Railways or for any Purpose by this Act authorized.

Power to alter Engineering Works.

22. Notwithstanding anything in the Railways Clauses Consolidation Act, 1845, contained, the Company in the Construction of the Railway may deviate from the Line of any Arches or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown upon those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on the Plans or Sections instead of a Viaduct, Arch or Arches, as shown therein, provided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby

empowered to grant such Certificate, provided it shall appear to them, upon due Inquiry, that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Sections of the Railways Clauses Consolidation Act, 1845.

Powers for compulsory Purchases limited.

23. Except as by this Act expressly provided, the Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years after the passing of this Act.

Period for Completion of Works.

24. Except as by this Act expressly provided, the Railways shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway or otherwise in relation thereto shall cease to be exercised, except as to so much thereof as is then completed.

As to Powers for compulsory Purchases in the event of the Brighton Bill passing this Session.

25. Provided always, That in the event herein-before mentioned of the Company being entitled, under the Provisions of this Act, to make the Portion of Railway shown on the said deposited Plans and Sections which is situate between the said Point of Commencement of the said Railway firstly herein-before described and authorized and the Termination of the said Railway in the *Brighton* Bill called Railway No. 4. at or near *Barrington Road* aforesaid, in consequence of the Failure of the *Brighton* Company to complete the same before the Expiration of Three Years from the passing of the *Brighton* Bill (if the same shall pass during the present Session), then and in such Case the Powers of the Company for the compulsory Purchase of Lands for the Purpose of the said Portion of Railway, and also the Powers of the Company for making the said Portion of Railway may be exercised, at any Time during a Period not exceeding One Year next after such Default of the *Brighton* Company.

Lands for extraordinary Purposes.

26. The Company may purchase by Agreement, in addition to the Lands by this Act authorized to be purchased compulsorily, any Quantity of Land for the extraordinary Purposes specified in the "Railways Clauses Consolidation Act, 1845," not exceeding Ten Acres.

Provisions as to Junctions, &c. with Brighton

27. The Junction between the Railways Nos. 1. and 2. by this Act authorized and the Railway to be authorized by the *Brighton* Bill shall be executed at the Expense of the Company; and those Junctions, and the

Company's Line.

the Line and Levels of those Railways at and near the said Junctions, and all Works connected with such Junctions, shall be effected in the Manner most approved and to the Satisfaction of the Engineer of the *Brighton* Company, or, in case the respective Engineers of the Company and the *Brighton* Company do not within Three Months after the passing of this Act agree thereon, then to the Satisfaction of an Engineer to be agreed on between them, or, failing their Agreement, to be appointed by the Board of Trade, on the Application of either Company, made at any Time after the Expiration of those Three Months; and the Decision of such Engineers or Engineer upon all such Matters shall be binding on the Company and the *Brighton* Company, and all such Works as aforesaid shall be executed in accordance with their or his Directions.

Provisions where there are concurrent Powers of Purchase of Lands.

28. In any and every Case in which the Company under this Act and the *Brighton* Company under the *Brighton* Bill, if the same shall pass into a Law, have concurrent Powers for the Purchase of Lands required for any Junction by this Act authorized, those Powers shall not be exercised by either Company until after Seven Days Notice in Writing of the Intention to exercise such Powers has been given to the other Company; and if within Seven Days after such Notice the Company to whom Notice is given shall object to the Exercise of such Powers by the other Company, then, as to the Lands referred to in the Notice, neither of the said Companies shall exercise any Powers of Purchase until it has been referred to the Board of Trade to decide whether any, and if so, what Portion of such Lands, are to be purchased by the Company, or, as the Case may be, by the *Brighton* Company; and the Board of Trade shall, on the Application of either Company, forthwith decide any such Question in such Manner as may appear to the Board to be most expedient, with a view to enabling both Companies to execute their respective Undertakings as authorized.

Signals and Watchmen at Junctions with Brighton Company's Line at Denmark Hill and Peckham.

29. The *Brighton* Company may from Time to Time erect, maintain, and alter, as well on the Land of the Company as on their own Land, such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as the *Brighton* Company may deem necessary for the Prevention of Danger, or Detention to or Interference with Traffic upon their Lines at or near the Junctions between the Railway No. 2. by this Act authorized and the said Railway No. 4. of the *Brighton* Company at or near *Denmark Hill*, and between the Railway No. 1. by this Act authorized and the said Railway No. 4. of the *Brighton* Company at or near *Rye Lane*, *Peckham*; and the Working and Management of such Signals, Works, and other Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Brighton* Company; and all the Costs of erecting, maintaining, and altering such Signals, Works, and Conveniences shall be repaid by the Company to the *Brighton* Company,

Company, and in default the Amount of such Costs and Expenses may be recovered from the Company in any County or other Court having by Law Cognizance of the Action.

Junctions with the London, Chatham, and Dover Railway to be made in Manner approved by their Engineer.

30. The Junction of the Railway No. 2. by this Act authorized with the said Railway No. 2. of the said Metropolitan Extensions of the *Dover* Company shall be effected by means of Junction Rails and Points of the Construction most approved, and laid in the Manner most approved, and to the Satisfaction of the Engineer of the *Dover* Company, or, in case of Difference between such Engineer and the Engineer of the Company, then to the Satisfaction of an Engineer to be agreed upon between them, or an Arbitrator appointed by the Board of Trade.

Works at Junctions to be done to Satisfaction of Engineer of Dover Company.

31. The Expense of such Junction and of all requisite Works for effecting such Junction, and of all Repairs thereof, shall be paid by the Company, and those Works shall on every Occasion be done in such Manner as not to injure the Railway of the *Dover* Company, and to the Satisfaction of the Engineer of the *Dover* Company, or, in the event of Difference between such Engineer and the Engineer of the Company, then to the Satisfaction of the Engineer to be agreed upon between them, or an Arbitrator appointed by the Board of Trade.

As to Expense of Signals, Watchmen, &c. at Points of Junction.

32. The *Dover* Company may from Time to Time erect such Signals and Conveniences incident to the Junction hereby authorized between the Railway No. 2. and the said Metropolitan Extension Railway, and appoint and remove such Watchmen, Switchmen, or other Persons, as may be necessary for the Prevention of Danger to or Interference with the Traffic at and near the said Junction; and the Working and Management of such Signals and Conveniences, whether on the Land of the *Dover* Company or on Land of the Company, shall be under the exclusive Management and Regulation of the *Dover* Company; and all the Expense of erecting and maintaining such Signals and Conveniences, and of the Wages of such Watchmen, Switchmen, and other Persons, and all incident and current Expenses, shall at the End of every Half Year be repaid by the Company, and in default of such Repayment the Amount of such Expenses and Wages may be recovered from the Company in any County or other Court having by Law Cognizance of the Action.

Company to give Notice before interfering with Mains, &c. of Southwark and Vauxhall Water Company.

33. The Company shall not begin any Work interfering with or in any way affecting any of the Mains or Pipes of the *Southwark and Vauxhall* Water Company (in this Act called "the *Southwark* Water Company"), unless at least Twenty-one Days previous Notice in Writing of the Intention so to do, describing the Manner in which it is proposed to interfere with the Mains or Pipes, be given to the Surveyor of the *Southwark* Water Company, or left for him at their principal Office.

34. The

Works for Southwark Water Company to be executed by their Engineer, at Expense of Company.

34. The Company shall not in any Manner alter, displace, or otherwise interfere with any of the Mains or Pipes of the *Southwark* Water Company, but their Engineer shall have the sole and exclusive Direction and Management of and may execute all such Works as he thinks necessary for the Purpose of removing, altering, and restoring the Mains or Pipes, and of preventing during the Execution thereof any Interruption to the Supply of Water by the *Southwark* Water Company, and all Expenses necessarily incurred by them in any way relating to the Execution by them of any Works for those Purposes shall be repaid to them by the Company.

In default of Southwark Water Company, the Company may execute necessary Works.

35. Provided, That if the *Southwark* Water Company, for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting any of the Mains or Pipes, or for Ten Days after such later Day as the Company, by Notice in Writing to the *Southwark* Water Company, name for commencing the Works, fail to commence, or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company (at their own Expense) may remove, alter, or otherwise interfere with the Mains and Pipes in such Manner and to such Extent as they deem necessary, and execute all such Works as they deem requisite for preventing any Interruption to the Supply of Water by the *Southwark* Water Company.

Southwark Water Company not to be liable for Damage arising from Alteration of Mains or Pipes.

36. Provided, That the *Southwark* Water Company shall not be liable for any Damage or Injury occasioned to the Works of the Company, or to any Streets or Roads, or otherwise howsoever, by reason of any of the Works executed under the Act, or in any way consequent thereupon, unless the Damage or Injury arise from the Neglect or Default of the *Southwark* Water Company, their Engineer, Workmen, or Servants.

As to the Surrey and Sussex Roads.

37. The Company shall not, in carrying the Railway under the Turnpike Road at *Denmark Hill* about One Chain below *Champion Park*, numbered One upon the deposited Plans in the Parish of *Saint Giles, Camberwell*, in the County of *Surrey*, (or over or under any other of the Roads being respectively Parts of the Roads under the Jurisdiction of the Trustees of the *Surrey* and *Sussex* Turnpike Roads,) alter the present Level of the said Roads or any Part thereof respectively, and the present Width of the Turnpike Road shall not be lessened.

Precaution during Works.

38. The Company shall at their own Expense do all such Things in the way of lighting, watching, and fencing, and take all such other precautionary Measures during the Progress of the proposed Works of the Company connected with the said Roads, as are requisite for the public Safety and Convenience, and the Protection of the Roads and

of the Travellers thereon, and shall be answerable for all Accidents and Damage happening by reason or in consequence of any such Works of the Company.

Traffic in the Road not to be stopped during Works.

39. The Company shall not at any Time during the Progress of any of the Works of the Company connected with the said Roads shut up the Roads, or in any way impede the public Traffic along more than One Half of the Width of the said Roads at any One and the same Time, or if One Half of the said Roads be insufficient in Width for the free Passage of Two Carriages abreast, then no more than Fifty Yards in Length of the Road where One Half thereof is so insufficient shall be altered or interfered with by the Company at any One Time.

Works connected with Surrey and Sussex Roads to be made under the Superintendence of Road Surveyor.

40. No Works of the Company connected with the said Roads shall be begun under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to begin such Works shall have been delivered to the said Surveyor; and the opening of the said Roads or any Part thereof for the Purpose of making the Railway and Works or any of them, and the re-making of such Roads, and all other Works of every Description connected with these Roads, at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the Satisfaction of the Surveyor of the said Trustees; and the Materials whereof such Bridges or Viaducts and other Works connected therewith shall be constructed shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Description respectively as shall be approved of by such Surveyor.

The Bridge for crossing the said Turnpike Road to be completed in Six Months.

41. The Company shall finish and complete, to the Satisfaction of the said Surveyor for the Time being of the *Surrey* and *Sussex* Turnpike Roads, the Bridges, Carriageways, Screen Walls, Fences, and all other Works and Things by this Act required to be made or done by the Company in connexion with those Roads, and restore and give to the Public the full Use of the Carriageways within Six Months after the Day on which the Roads shall be first broken up or interfered with, or the Use thereof by the Public in any way interrupted, or made less convenient than heretofore, or within such extended Time as may be agreed upon between the said Trustees and the Company.

Company to make good Damage to Roads.

42. If in the Execution of any of the Works the Company do or cause any Injury or Damage to the said Roads or to any Part thereof respectively, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with any of these Roads, and do not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor, or if, in the Execution of any of the Works hereby authorized or required to be constructed by the Company, any Alteration of the Carriageways, or of the Drains, Sewers, Cesspools, or Water Channels connected therewith, be, in the Judgment of the Surveyor,

veyor, rendered necessary, then and in such Case the Surveyor may make all such Repairs and Alterations as he in his Discretion may think fit; and all Expenses attending such Repairs and Alterations shall be paid by the Company to the Trustees, on Demand, or, in default of Payment for Twenty-one Days after Demand, the same may be recovered by the Trustees from the Company, with full Costs of Suit, in any County or or other Court having by Law Cognizance of the Action.

If the Company fail to repair Roads Trustees may repair.

43. If and so soon as the Company shall fail to repair, and keep in good and complete Repair to the Satisfaction of the said Surveyor for the Time being, the said Bridges, Walls, Screens, Fences, Sewers, Drains, and other Works connected with the proposed Crossings of the said Roads, and if, after Notice thereof given to the Company by or on behalf of the Trustees, the Company fail for Three Days to begin such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, the Trustees may repair and make good the same, causing as little Obstruction to the Railway in the Progress of such Repairs as may be, and all the Costs, Charges, and Expenses incurred in that Behalf by the Trustees shall be paid, on Demand, by the Company, or, on Failure of Payment for Twenty-one Days after such Demand, the same may be recovered from the Company, with full Costs of Suit, in any County or other Court having by Law Cognizance of the Action.

Alteration with Consent of Road Trustees.

44. Provided always, That the Trustees and the Company may agree with each other for the carrying of the Railway over the Roads in any other Manner than is in this Act expressed, and for the making, doing, and maintaining by the Company of all Works, Matters, and Things as may be necessary or expedient for the Purpose of this Act, required in connexion with the said Roads; and if any such Agreement be made it shall not be binding on the Company to do such of the Works, Matters, and Things by this Act required to be done by them in connexion with the said Roads as by the Agreement the Trustees may expressly dispense with.

Prescribing Dimensions of certain Bridges under Roads.

45. The Bridges for carrying the Railway under the Roads next herein-after mentioned in the Parish of *Saint Giles, Camberwell*, shall be made of Dimensions not smaller than those herein-after specified; (that is to say,)

Situation of Bridge.	Description of Road.	Width of Road on Bridge between Parapets.
Denmark Hill - -	Turnpike Road -	The full Width of the existing Road and Footpaths at the Point of crossing.
Grove Lane - -	Public Road - -	The same.
Camberwell Grove -	The same - -	The same.

46. The

Prescribing Dimensions of certain Bridges over Roads.

46. The Bridges for carrying the Railway over the Roads herein-after mentioned in the said Parish of *Saint Giles, Camberwell*, shall be made of Dimensions not smaller than those herein-after specified; (that is to say,)

Situation of Bridge.	Description of Road.	Width of Road on Bridge between Parapets.	Height of Arch.
Lyndhurst Road -	Public Road -	The full Width of the existing Road and Footpaths at the Point of crossing - -	16 Feet.
Victoria Road -	The same -	The same - -	16 Feet.
Rye Lane - -	The same -	The same - -	16 Feet.
Cow Lane - -	The same -	The same - -	16 Feet.
Gordon Road -	The same -	The same - -	16 Feet.
Braid or Albert Road	The same -	40 Feet - - -	16 Feet.
Slough Lane -	The same -	40 Feet - - -	16 Feet.
Forest Hill Road -	The same -	40 Feet - - -	16 Feet.
Lordship Lane -	The same -	50 Feet - - -	16 Feet.

Gordon Road not to be lowered more than 4 Feet without Consent.

47. It shall not be lawful for the Company to lower *Gordon Road* to any greater Extent than Four Feet, without the previous Consent in Writing of the Vestry Board of the Parish of *Saint Giles, Camberwell*, under the Hand of their Clerk.

Bridge to be flat Girder Bridge.

48. All Bridges over the Roads herein-before mentioned shall be flat Girder Bridges: Provided always, that in any Case in which the prescribed Height of Sixteen Feet can be afforded over the whole Width of the Road by means of a Bridge of another Description, such Bridge may be built by the Company, instead of a flat Girder Bridge, but in any such Case the Drawings of the intended Bridge shall be previously submitted to and approved by the said Vestry.

As to Construction of Bridges over Roads.

49. All Bridges over the Roads herein-before mentioned shall be constructed so as to prevent as far as possible the Percolation of Water through the same.

Screens to be erected.

50. The Company shall erect and at all Times maintain Screens or Parapets on each Side of the Bridges herein-before mentioned over the said Roads, and the Height of such Screens or Parapets shall not be less than Five Feet Six Inches above the Level of the Rails.

Expenses of Bridges, &c. to be paid by Company.

51. All Expenses of or consequent upon the Construction of the Bridges, Screens, and Works herein-before mentioned shall be borne and paid by the Company.

The Company not to stop up

52. The Company, except only so far as they, and the Vestry of *Saint Mary, Lambeth*, from Time to Time otherwise agree, shall not, except temporarily,

temporarily, so far as is necessary during the Execution or Repair of any of the Works of the Railway, stop up or divert or narrow in any Manner any Street or Roadway in the Parish, and each Street shall be crossed by means of a Girder Bridge, leaving the clear Height throughout the Width of the Street, including the Footways, not less than Sixteen Feet: Provided always, that the Company may, with the Consent of the Vestry, substitute an Arch or Bridge of One Span only, which Span shall be of a Width of not less than the present Width of the Street, including the Footways at the Sides thereof, and the Springing of the Arch or Bridge shall be Ten Feet above the present Footways, and the Soffit at the Centre of the Arch or Bridge Sixteen Feet.

or divert Streets in Lambeth.

53. The Bridges shall have Parapet Walls on each Side of the Railway of not less than Five Feet Six Inches in Height above the Level of the Rails.

Height of Parapet Walls of Bridges.

54. The Company shall not break up or disturb any Street or Place under the Control or Direction of the Parish of *Saint Mary, Lambeth*, or the Pavement thereof, unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Surveyor of the Vestry or left for him at his Office; and when the Company shall break up or disturb any such Street or Pavement, they shall so soon as the Works affecting it are completed, and at the farthest within Six Months from the Day on which those Works were begun, restore the Street, Place, or Pavement to as good Condition as it was when it was broken up or disturbed, and, if so required by the Vestry, under the Superintendence and to the Satisfaction of their Surveyor, and shall keep the same in repair for Three Months thereafter; and if the Company fail to restore the Street, Place, or Pavement within the prescribed Six Months they shall forfeit to the respective Vestry or District Board not exceeding Five Pounds for every such Offence, and an additional Five Pounds for every Day after the Expiration of that Period, and after Notice to them of the Delay, during which the Delay continues, and the Vestry may restore the Street, Place, or Pavement, at the Expense of the Company, who shall repay the same to the Vestry.

Company to restore Streets in Parish of Lambeth broken up.

55. The Company shall not authorize the affixing of any Placards, Bills, or Advertisements to or upon the Face of any Wall of any Bridge or Arch carrying the Railway over any Street or public Highway within the Parish of *Lambeth*; and the said Vestry and their authorized Officers may prevent the affixing of any Placard, Bill, or Advertisement on the Face of any such Wall, and if affixed may remove the same, as fully and effectually as if for this Purpose those Walls belonged to the said Vestry; provided that in removing the same they shall not do any Damage or Injury to such Walls.

Company not to authorize the affixing of Placards, &c. on Bridges.

The Company to restore Sewers, Drains, &c. in the Parish.

56. The Company shall, to the reasonable Satisfaction of the Surveyor to the Vestry, restore all Sewers, Drains, and Gullies in the Streets and public Places in the Parish under their respective Control which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies.

Drainage Works in the Parish subject to Vestry, and their Rights saved.

57. All Sewers, Drains, Watercourses, and Works of Drainage made by the Company in the Parish shall be subject in all respects to the Jurisdiction of the Vestry, and, except only as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or affect any of the Rights, Powers, Jurisdiction, or Authorities of the respective Vestry or District Board.

Local Rates to be made good.

58. If and while the Company are possessed under this Act of any Lands assessed or liable to be assessed to any Sewers Rate, Main Drainage Rate, Church Rate, or General Purposes Rate, they shall, from Time to Time, until the Railway or the Works thereof are completed and assessed or liable to be assessed to the respective Rates, be liable to make good the Deficiency in the Assessment for the respective Rate by reason of those Lands being taken or used for the Purposes of the Railway or Works, and the Deficiency shall be computed according to the Rental at which those Lands, with any Buildings thereon, are now rated, and, on Demand, the Company shall pay the Deficiency to the Collector of the respective Rate.

Bond for Completion of Railways.

59. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Session of the Ninth and Tenth Years of Her present Majesty, Chapter Twenty, a Sum of Forty thousand nine hundred and sixty Pounds, being Eight *per Centum* upon the Amount of the Estimate in respect of the Railway authorized by this Act, has been deposited with the Court of Chancery with respect to the Application to Parliament for this Act: Therefore, notwithstanding anything contained in that Act, that Sum so deposited, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such a Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Expiration of the Period limited by this Act for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half; and if that Period expire before the Company either have opened the Railway for the public Conveyance

veyance of Passengers, or have given the Proof to the Satisfaction of the Board of Trade, the Sum so deposited, and the Interest and Dividends thereof, shall immediately from and after the Expiration of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they are then deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of that Sum so deposited be executed by the Company, with One or more Sureties, (the Bond to be prepared to the Satisfaction of and the Surety or Sureties to be approved by the Solicitor to the Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum so deposited, if the Company do not within the Time limited for the Completion of the Railway either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by Shares, and have expended for the Purposes of this Act a Sum equal in Amount to that One Half, and if the Bond be deposited with the Solicitor of the Treasury, then that deposited Sum of Money, and the Interest and Dividends thereof, shall be paid to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed; and the Monies to be recovered upon the Bond shall be dealt with in like Manner as the deposited Sum of Money and the Interest or Dividends thereof would be dealt with under this Act if the Bond were not so executed and deposited, and the Certificate of that Solicitor that the Bond has been so executed and deposited, and the Certificate of the Board of Trade that the Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified.

Tolls.

60. The Company from Time to Time may demand and take for the Use of the Railway, and of Carriages, when provided by them, any Tolls not exceeding the following; (that is to say,)

Tonnage on Merchandise.

With respect to the Tonnage of all Things conveyed on the Railway or any Part thereof, as follows:

Class 1. For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire-clay, Cinders, Slag and Stone, for the Use of the Railway, not exceeding Eightpence *per* Ton if conveyed for a Distance not exceeding Three Miles, and One Shilling *per* Ton if conveyed for a Distance exceeding Three Miles; and if conveyed in Carriages provided

provided by the Company, an additional Sum not exceeding Fourpence *per* Ton:

Class 2. For all Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fire-clay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber, and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things (except Carriages included in Class 3), for the Use of the Railway, not exceeding One Shilling *per* Ton if conveyed for a Distance not exceeding Three Miles, and One Shilling and Sixpence *per* Ton if conveyed for a Distance exceeding Three Miles; and if conveyed in Carriages provided by the Company, an additional Sum not exceeding Sixpence *per* Ton:

Class 3. For every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform, for the Use of the Railway, not exceeding One Shilling and Fourpence if conveyed for a Distance not exceeding Three Miles, and not exceeding Two Shillings and Sixpence if conveyed for a Distance exceeding Three Miles, and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh, an additional Sum not exceeding Fourpence:

Tolls for Animals and Passengers.

With respect to Animals or Passengers conveyed in or upon Carriages on the Railway or any Part thereof, as follows:

Class 4. For every Horse or other Beast of Draught or Burden so conveyed, for the Use of the Railway, not exceeding One Shilling if conveyed for a Distance not exceeding Three Miles, and not exceeding One Shilling and Sixpence if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding Sixpence:

Class 5. For every Ox, Bull, Cow, or Head of Neat Cattle so conveyed, for the Use of the Railway, not exceeding Sixpence if conveyed for a Distance not exceeding Three Miles, and not exceeding Ninepence if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding Twopence:

Class 6. For any Calf, Pig, Sheep, Lamb, or other small Animal so conveyed, for the Use of the Railway, not exceeding Fourpence if conveyed for a Distance not exceeding Three Miles, and not exceeding

exceeding Sixpence if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Halfpenny:

Class 7. For every Person using the Railway, for the Use of the Railway not exceeding Sixpence if conveyed for a Distance not exceeding Three Miles, and not exceeding One Shilling if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Penny.

Tolls for Engines.

61. The Company may demand and take for the Use of Engines or other Power for propelling or drawing Carriages on the Railway or any Part thereof (in addition to the several other Tolls by this Act authorized), any Tolls not exceeding One Third of the Sum by this Act allowed for the Use of the Railway, for every Passenger or Animal, or for every Ton of Goods or other Articles.

Passengers Luggage.

62. Every Passenger travelling on the Railway or any Part thereof may take with him his ordinary Luggage not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Tolls for small Parcels and single Articles of great Weight.

63. The Company may, notwithstanding the Rates of Tolls by this Act prescribed, demand and take, with respect to small Packages and single Articles of great Weight conveyed on the Railway or any Part thereof, any Tolls not exceeding the following:

Class 6. For small Parcels not exceeding in Weight Seven Pounds, Threepence:

Exceeding Seven and not exceeding Fourteen Pounds, Fourpence:

Exceeding Fourteen and not exceeding Twenty-eight Pounds, Sixpence:

Exceeding Twenty-eight and not exceeding Fifty-six Pounds, Ninepence:

Exceeding Fifty-six and not exceeding Five hundred Pounds, such Sum as the Company think proper:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages:

Class 7. For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, shall exceed Four Tons but shall not exceed Eight Tons, the Company may

demand and take any Sum they think fit, not exceeding Five Shillings *per* Ton:

Class 8. For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, including the Carriage, shall exceed Eight Tons, the Company may demand and take any Sum they think fit.

Regulations as to Tolls.

64. The following Provisions and Regulations shall apply to the fixing of the Tolls; (that is to say,)

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in the Fraction, and if there be a Fraction of a Quarter of a Ton that Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight.

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, and Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Maximum Rate of Charges for Goods and Animals.

65. The maximum Rates of Charge to be made by the Company for the Conveyance on the Railway or any Part thereof of Goods, Carriages, and Animals comprised in the following Classes respectively, and of Passengers, including the Tolls for the Use of the Railway and of Stations, and of Carriages and for locomotive Power, and for every other Expense incidental to the Conveyance, shall not exceed the following Sums:

For all Articles in Class 1., if conveyed for a Distance not exceeding Three Miles, One Shilling *per* Ton, and if conveyed for a Distance exceeding Three Miles, One Shilling and Sixpence *per* Ton:

For all Articles in Class 2., if conveyed for a Distance not exceeding Three Miles, One Shilling *per* Ton, and if conveyed for a Distance exceeding Three Miles, One Shilling and Sixpence *per* Ton:

For every Carriage in Class 3., if conveyed for a Distance not exceeding Three Miles, Two Shillings, and if conveyed for a Distance exceeding Three Miles, Two Shillings and Sixpence:

For every Animal in Class 4., if conveyed for a Distance not exceeding Three Miles, One Shilling and Sixpence, and if conveyed for a Distance exceeding Three Miles, Two Shillings:

For every Animal in Class 5., if conveyed for a Distance not exceeding Three Miles, Eightpence, and if conveyed for a Distance exceeding Three Miles, One Shilling:

For every Calf or Pig, if conveyed for a Distance not exceeding Three Miles, Fivepence, and if conveyed for a Distance exceeding Three Miles, Eightpence:

For every Sheep or other small Animal, if conveyed for a Distance not exceeding Three Miles, Threepence, and if conveyed for a Distance exceeding Three Miles, Sixpence:

For every Passenger conveyed in or upon a First-class Carriage, if conveyed for a Distance not exceeding Three Miles, Ninepence, and if conveyed for a Distance exceeding Three Miles, One Shilling:

For every Passenger conveyed in or upon a Second-class Carriage, if conveyed for a Distance not exceeding Three Miles, Sixpence, and if conveyed for a Distance exceeding Three Miles, Ninepence:

For every Passenger conveyed in or upon a Third-class Carriage, if conveyed for a Distance not exceeding Three Miles, Fourpence, and if conveyed for a Distance exceeding Three Miles, Sixpence.

Restrictions as to Charges not to apply to Special Trains.

66. The Restrictions as to Charges to be made for Passengers shall not extend to any Special Train required to be run on the Railway, but shall apply to every Express and Ordinary Train, from Time to Time appointed by the Company for the Conveyance of Passengers and Goods on the Railway.

Company may take increased Charges by Agreement.

67. Nothing in this Act contained shall prevent the Company from taking any increased Charge (over and above the Charges by this Act limited) for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of the Goods, either with respect to the Conveyance thereof (except small Parcels) by Passenger Train, or by reason of any other special Service, other than the Conveyance of the Goods performed by the Company in relation thereto.

Company not bound to carry Manure, &c.

68. The Company shall not be bound to carry on the Railway or any Part thereof any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

Tolls may be taken by other Companies, subject to Working Agreement.

69. If, under the Provisions of this Act, or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the Use by any such other Company of the Railway, then and in such Case during such Contract or Agreement Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railway, in accordance with the Terms and Stipulations of such Contract or Agreement, and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be retained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

70. The

Traffic Arrangements, &c.

70. The Company on the one Part and the *Dover* Company on the other Part may from Time to Time enter into and carry into effect Contracts or Agreements with respect to the following Purposes or any of them, and any incidental Matters; (that is to say,)

The Maintenance, Management, Use, and Working by the *Dover* Company of all or any Part of the Railways and Undertaking of the Company, and of all or any of the Stations, Works, and Conveniences belonging to the Company, and the Costs and Expenses thereof:

The Collection, Regulation, Management, Interchange, Protection, Transmission, and Delivery by the *Dover* Company of the whole or any Part of the Traffic upon the Railways or any Parts of the Railway of the Company:

The Division and Apportionment of such Traffic between the contracting Companies:

The Supply, Maintenance, and Use of any Rolling or Working Stock and Plant required for such Purposes, and the Employment, Payment, and Dismissal of Officers and Servants:

The fixing and Collection of the Tolls, Rates, and Charges to be levied or taken in respect of the Traffic conveyed over the Railways of the contracting Companies or either of them, or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Division, Appropriation, and Distribution of the Tolls and other Receipts arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Consideration of any Description to be paid by either of the contracting Companies to the other of them, by virtue of such Contract:

The Payments and Allowances, periodical or otherwise, to be paid or allowed by either of the contracting Companies to the other of them, and the Appropriation thereof:

The Appointment of a Joint Committee for the Purposes of any such Contract or Agreement, and the Exercise by them of such of the Rights, Powers, and Privileges of the contracting Companies or either of them as may be deemed expedient.

Agreement to be approved by Board of Trade.

Agreement not to affect Persons not Parties thereto.

71. Any such Contract or Agreement (save such as might be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845,") shall not have any Operation until the same shall have been approved of by the Board of Trade; and no such Contract or Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the contracting Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but

but all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railways or Parts of Railways to which such Contract or Agreement may relate, upon Terms and Conditions, and on Payment of Tolls, Rates, and Charges, at least as favourable to them as they would have been in case no such Contract or Agreement had been entered into.

Agreement may be renewed, with Approval of Board of Trade.

72. At or after the Expiration or other Determination of any such Contract or Agreement, the said Companies, with the Consent in Special Meeting of the Shareholders of each of the contracting Companies, as herein-after mentioned, and subject to the Approval of the Board of Trade, may enter into and carry into effect a further Contract or Agreement for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention so to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Contract or Agreement relates is situated; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract or Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Contract or Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Agreements inoperative until approved by Board of Trade.

Agreements not to take effect unless approved by Three Fifths of Votes of Shareholders.

73. Any such Contract or Agreement shall not have any Operation or Effect unless and until the same shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each Company Party thereto convened with Notice that the Terms of such Contract or Agreement will be submitted to the Meeting, and shall have been approved of by the Board of Trade, upon Proof to their Satisfaction of the Approval thereof at such Meetings by such Majority as herein-before required, which Proof shall be given before the Board of Trade shall approve such Contract or Agreement.

Contracts may be varied or rescinded.

74. Any such Contract or Agreement may be varied or determined by Consent of all the Parties thereto, but any such Variation or Determination shall not operate or take effect until approved by such Majority of the Votes of the Shareholders in each Company being or intended to be a Party to the Contract so to be varied or determined as herein-before required, and by the Board of Trade, in the Manner lastly herein-before provided, Notice of any such intended Variation or Determination being also given previously to such Approval in manner aforesaid.

Meeting how to be convened.

75. Every such Meeting shall be called by Advertisements inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of each Company being or intended to be a Party to the Contract or Agreement so to be made, or (as the Case may be) varied or determined to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Modification of such Contract by Board of Trade.

76. Provided always, That it shall be lawful for the Board of Trade, if they think fit, on the Expiration of every Ten Years from the Commencement of every such Contract or Agreement, or on the Expiration of every Ten Years from the Period when any previous Revision thereof shall have been made by them, to require the Companies Parties thereto to give such public Notice of any intended Revision as the Board may direct, and to cause the same to be revised; and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of the Contract or Agreement, and thenceforth the Contract or Agreement shall be read and take effect accordingly.

Appointment of Joint Committee for carrying Agreements into effect.

77. The contracting Companies may by any such Contract or Agreement appoint a Joint Committee, composed of such Number of the respective Directors of those Companies as they may respectively think proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in like Manner as the same might have been had and exercised by the contracting Companies respectively or their respective Directors.

Confirmation of Agreement between Dulwich College and Crystal Palace and South London Junction Company.

78. And whereas the Railway will traverse certain Estates of the Governors of *Alleyn's* College at *Dulwich*, and, with reference thereto, certain Articles of Agreement, bearing Date the Thirty-first Day of *January* One thousand eight hundred and sixty-two, between the Governors of the said College of the One Part, and the Directors of the *Crystal Palace and South London Junction* Railway Company, whose Names are thereunder signed, of the other Part, have been made and entered into: Therefore those Articles shall be and the same are hereby confirmed, and declared to be binding on the Governors of the said College and on the Company.

79. Nothing

Saving Rights of the Metropolitan Board of Works.

79. Nothing in this Act contained shall extend to prejudice, diminish alter, or take away any of the Rights, Powers, Privileges, or Authorities vested in the Metropolitan Board of Works, or any Vestry or District Board constituted under the Metropolis Local Management Act, 1855, but all such Rights, Powers, and Authorities shall remain as completely unimpaired and unaffected as if this Act had not been passed, anything herein-before contained to the contrary notwithstanding.

Saving Rights of Brighton Company.

80. Except only as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Estates, Rights, Interests, Powers, Authorities, or Privileges of the *Brighton* Company.

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

81. This Act or anything therein shall not exempt the Railways to which this Act relates 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 the Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act authorized, or of the Rates for small Parcels thereby authorized.

Expenses of Act.

82. All the Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1862.