ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

****

Cap. xciv.

An Act to empower the *Crystal Palace and South London Junction* Railway Company to make a Railway to connect their authorized Railway with the *Greenwich* Line of the *London, Chatham, and Dover* Railway Company, and to let or transfer their Undertaking to the *London, Chatham, and Dover* Railway Company; and for other Purposes. [23d *June* 1864.]

WHEREAS by the *Crystal Palace and South London Junction* Railway Act, 1862, (in this Act called "the original Act,") the *Crystal Palace and South London Junction* Railway Company (in this Act called "the Company") were incorporated, and empowered to make and maintain Two Railways, of which the first (Railway No. 1.) was to terminate at or near the *Crystal Palace* at *Sydenham*, and by the original Act (Section 70) the Company and the *London, Chatham, and Dover* Railway Company (in that Act and in this Act called "the *Dover* Company") were empowered to enter into and carry into effect Contracts or Agreements with respect to the Maintenance, Management, Use, and working by the *Dover* Company of the Railways and Undertaking of the Company,

25 & 26 Vict. c. cxliv.

Company, and the Management and Transmission by the *Dover* Company of the Traffic thereon, and certain incidental Matters: And whereas by "The *London, Chatham, and Dover* Railway Act, 1863," the *Dover* Company were empowered to make and maintain (amongst other Works) a Railway, therein called "the *Greenwich* Line," commencing by a Junction with the Railway of the Company, and terminating on the South-west Side of *Croom's Hill* in the Parish of *Greenwich*: And whereas it is expedient that the Company be authorized to make another Railway to connect their Railway (No. 1.) with the *Greenwich* Line of the *Dover* Company: And whereas Plans and Sections describing the Line and Levels of the proposed Railway, and the Lands which may be required to be taken for the Purposes thereof, together with Books of Reference to those Plans, containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the said Lands respectively, were deposited with the respective Clerks of the Peace for the Counties of *Kent* and *Surrey* in the Month of *November* last: And whereas it is expedient that the Powers by the original Act given to the Company and the *Dover* Company with reference to such Contracts or Agreements as aforesaid should be extended to the proposed Railway and the Traffic thereon: And whereas it is expedient that the Company be authorized to make a Lease or Transfer of their Undertaking to the *Dover* Company, and that the *Dover* Company be authorized to take the same: And whereas the Objects before mentioned 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; that is to say,

26 & 27 Vict. c. cciv.

Short Title.

1. This Act may be cited for any Purpose as "*Crystal Palace and South London Junction* Railway Act, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway) of "The Railways Clauses Act, 1863," shall (except in so far as the Provisions of those Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Interpretation of Terms.

3. In construing this Act, and in connexion with this Act the Acts and Parts of Acts incorporated herewith, the Expression "the Special Act" shall mean this Act; the Expression "the Company" and the Expression "the Promoters of the Undertaking" respectively shall mean the *Crystal Palace and South London Junction* Railway Company; the Term "Superior Courts" shall include any Court of competent Jurisdiction as interpreted by this Act; and the Term "Court of competent Jurisdiction," and every like Term, shall be read and have effect as if the Debt or Demand

Demand with reference to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute, unless in either Case there be something in the Subject or Context repugnant to or inconsistent with such Construction.

Power to make Railway according to deposited Plans.

4. Subject to the Provisions herein-after contained, the Company may make and maintain the Railway herein-after described according to the Line and Levels defined upon the Plans and Sections, and upon the Lands delineated on the Plans, and described in the Books of Reference deposited as aforesaid, and may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description of new Line.

5. The Railway by this Act authorized to be made and maintained is—

A Railway commencing by a Junction with the Railway (No. 1.) authorized by the original Act in the Parish of *St. Giles, Camberwell*, in the County of *Surrey*, and terminating by a Junction with the authorized *Greenwich* Line of the *Dover* Company in the Parish of *St. Paul, Deptford*, in the County of *Kent*.

Land for extraordinary Purposes.

6. The Quantity of Land to be purchased by the Company under the Authority of this Act for extraordinary Purposes as defined in "The Railways Clauses Consolidation Act, 1845," shall not exceed One Acre.

Powers for compulsory Purchases limited.

7. 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 Two Years from the passing of this Act.

Time for Completion limited.

8. The Railway by this Act authorized shall be completed within Three Years from the passing of this Act, and upon the Expiration of that Period all the Powers by this Act granted for making the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Provision as to Money deposited.

9. And whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Five thousand nine hundred and seventy Pounds Stock in the Three Pounds *per Centum* Consolidated Bank Annuities, purchased for the Sum of Five thousand four hundred and forty Pounds, being Eight *per Centum* upon Sixty-eight thousand Pounds, being the Amount of the Estimate of the Expense of the Railway, has been transferred into the Name of the Accountant General of the Court of Chancery in *England* in respect of the Application to Parliament for this Act: Therefore, notwithstanding anything contained in the said recited Act, the said Sum of Stock so transferred in respect of the Application for this Act, or the Interest or Dividends thereof, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the

Majority

Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivors or Survivor of them, unless the Company shall, previously to 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 by means of Shares, and have expended for the Purposes of this Act, a Sum equal in Amount to One Half of the Amount of the said Estimate of Expense; and if the said Period shall expire before the Company shall either have opened the said Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Board of Trade, the said Sum of Stock as aforesaid, and the Dividends thereof, shall immediately from and after the Expiration of the said Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be 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 of *Great Britain* and *Ireland:* Provided that at any Time after the passing of this Act if a Bond in twice the Amount of the Sum of Five thousand four hundred and forty Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Five thousand four hundred and forty Pounds if the Company shall 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 by means of Shares, and have expended for the Purposes of this Act, a Sum equal in Amount to such One Half of the Amount of the said Estimate of Expense, and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then the said Sum of Stock, and the Interest or Dividends thereof, shall be paid or transferred to or on the Application of the Person or Persons or a Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivors or Survivor of them, or the Executors or Administrators of such Survivor, and it shall not be necessary for that Purpose to produce any Certificate of this Act having passed, anything in the recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Stock, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners that such Bond has been executed and deposited as aforesaid, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

10. The

Power to take Tolls.

10. The Company may demand and take the same Tolls for the Use of the Railway by this Act authorized, and for Carriages, Trucks, and locomotive Power supplied by them for Use thereon, as they are authorized to demand and take under and by virtue of the original Act, and as if the Railway by this Act authorized formed Part of the Railway by that Act authorized: Provided always, that the maximum Charges to be taken by the Company upon, for, or in respect of the Railway by this Act authorized shall not exceed those limited by that Act.

New Line to be Part of Undertaking.

11. In all respects not by or under the Provisions of this Act otherwise provided for, the Railway by this Act authorized shall be deemed Part of the Undertaking of the Company, and the Powers of this Act may (except in so far as they are by this Act directed to be exercised at or by a Meeting of the Company) be exercised by the Directors for the Time being of the Company.

Extending Working Arrangements to new Line.

12. The Sections of the original Act numbered from 69 to 77, inclusive of both those Numbers, (being the Sections relative to Contracts or Agreements between the Company and the *Dover* Company with respect to the Maintenance, Management, Use, and working of the Railway by that Act authorized, and the Management and Transmission of Traffic thereon, and other Matters connected therewith,) shall extend and apply to the Railway by this Act authorized, and to authorize such Contracts or Arrangements with reference to the Railway by this Act authorized, or any Part thereof, and the Traffic thereon, either apart from or together with the Railways by the original Act authorized, or any Part thereof, and the Traffic thereon, as fully and effectually as those Sections now apply with reference to the Railways by that Act authorized and the Traffic thereon.

Application of Funds of Company.

13. The Company may apply to the Purposes by this Act authorized any Monies raised or to be raised by them by virtue of the original Act, and not required for the Purposes for the Time being authorized by that Act.

Power to Company to transfer Undertaking to Dover Company.

14. The Company may transfer their Undertaking (which Term "their Undertaking" in this Section and the following Sections of this Act includes all their Railways and Works by this Act and the original Act authorized to be constructed, and Property acquired under this Act and the original Act respectively, and all their Powers, Rights, and Privileges, whether affecting their own Undertaking or the Undertaking of any other Company), or any Part of their Undertaking, or any Estate or Interest therein, to the *Dover* Company for such gross or periodical Payments or other Consideration whatsoever as the Two Companies agree upon, and the *Dover* Company may accept such Transfer accordingly: Every Transfer respectively shall be evidenced by a Deed under the Seal of the

Company, in which the Purchase Money or Consideration for the Transfer shall be fully and truly stated and set forth, and every such Deed shall be duly stamped with the full and proper *ad valorem* Stamp Duty in respect of the Consideration therefor.

Agreements with Company as to Compensation.

15. The *Dover* Company and the Company, or the *Dover* Company and the Proprietors and Mortgagees of the Company, or any of them, may agree that any or any Class of the Proprietors or Mortgagees of the Company shall retain their Shares, Stock, or Securities of the Company, and if so agreed the same shall be retained accordingly, and shall continue charged and attached exclusively or primarily (as may be agreed) upon the Undertaking transferred or demised, and the Revenues of that Undertaking shall be exclusively or primarily (as may be agreed) Assets for the Payment of the Interest or Dividends thereon.

Part V. of 26 & 27 Vict. c. 92. incorporated.

16. Part V. (relating to Amalgamation) of "The Railways Clauses Act, 1863," shall be incorporated with this Act, and in construing that incorporated Part the Expression "the dissolved Company" shall mean the Company, the Expression "the amalgamated Company" shall mean the *Dover* Company, the Expression "the Special Act" and the Expression "the amalgamating Act" shall respectively mean this Act; and the Time agreed upon between the Company and the *Dover* Company for the Transfer to take effect shall be deemed the Time of Amalgamation.

Power to Company to lease Undertaking to Dover Company.

17. The Company from Time to Time may lease their Undertaking, or any Part thereof, or any Estate or Interest therein, to the *Dover* Company, either in perpetuity or for such Term, and in consideration of such gross or periodical Payments, Rents, or Reservations, with such Powers and Privileges, and under and subject to such Covenants, Conditions, Provisions, Regulations, and Restrictions, as the Two Companies think proper, and the Company may grant and the *Dover* Company may accept and take such Lease accordingly.

Lease of the Railway not to affect Third Parties.

18. No such Lease shall take away, alter, or in anywise affect any of the Duties, Obligations, Restrictions, or Liabilities to which the Company, but for the making of such Lease, might be subject; but all Persons and Corporations shall have the same Rights, Privileges, Powers, and Remedies as against the Company, after the making of and notwithstanding such Lease, as they might have had if such Lease had not been made.

Application of Monies received for Transfer or Lease.

19. The Directors of the Company shall stand possessed of all Money received by them in respect of any such Transfer, and of all gross Sums received in respect of any such Lease, upon trust, after paying or providing for all the Debts, Liabilities, and Engagments (if any) of the Company then outstanding, and to which the *Dover* Company shall not be liable,

liable, to divide the same between or among the several registered Proprietors for the Time being of the Company, and their respective Executors, Administrators, and Assigns, in proportion to the Amount paid up on their respective Shares or Stock (excepting any Shares or Stock the Holders of which, by Agreement made under this Act, retain their existing Shares or Stock).

Application of Rents on Leases.

20. The Directors of the Company shall stand possessed of the Rents or Reservations coming to their Hands from any Lease made under this Act, upon trust, to pay and apply the same in like Manner as the Income arising from the Undertaking or Premises demised by such Lease would be applicable if the Lessors were in possession thereof.

Sanction to Transfer and Leases.

21. Any such Transfer or Lease shall not have any Operation or Effect unless and until the Terms thereof shall have been sanctioned by not less than Three Fifths of the Votes of the Proprietors voting, personally or by proxy, at an Extraordinary Meeting of each of the Two Companies convened with Notice of this Object of the Meeting.

Power to enter into Contracts.

22. The Company and the *Dover* Company may from Time to Time, with such Sanction as aforesaid, enter into and carry into effect Agreements for effecting all or any of the Purposes of this Act with respect to any such Transfer or Lease, or any Objects incident thereto.

Receipt to be sufficient Discharge to Company.

23. A Receipt in Writing under the Hands of any Three of the Directors for the Time being, or under the Common Seal of the Company, for any Monies payable to the Company in respect of any such Transfer or Lease, shall be an effectual Discharge to the Lessees or to the purchasing Companies for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Application of Funds of Dover Company.

24. The *Dover* Company may from Time to Time apply for the Purposes which they are by this Act authorized to execute the Profits of their general Undertaking applicable to Dividend (but not the Profits of any separate Undertaking, except in so far as the same are under the Authority of any other Act become lawfully applicable to those Purposes), and any Monies from Time to Time raised by them for the Purposes of their general Undertaking, and not directed to be applied to any specific Purposes, or not required for any specific Purposes to which the same may have been directed to be applied, and when and while any Premises are vested in them by virtue of any Lease or Transfer under this Act the same shall be deemed Part of their general Undertaking, and the Profits accruing to them from the Premises demised or transferred shall fall into and be deemed Part of their general Profits.

25. And

Saving Agreement between the Company and Charles Stevens.

25. And whereas the said Company, by their Agent *Francis Vigers*, have entered into an Agreement with *Charles Stevens* of *Bucklersbury*, *London*, Gentleman, and which Agreement bears Date the Twenty-second Day of *August* One thousand eight hundred and sixty-three: Now it is hereby declared that nothing herein contained shall affect the Rights, if any, or Remedies of the said Company on the one hand and the said *Charles Stevens* on the other hand under the said Agreement.

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

26. Nothing in this Act shall exempt the Railway or the Company 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 the present or any future Session of Parliament, nor from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of the Fares and Charges, or of the Tolls for small Parcels, authorized by this Act or the recited Act.

Expenses of Act.

27. The Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.