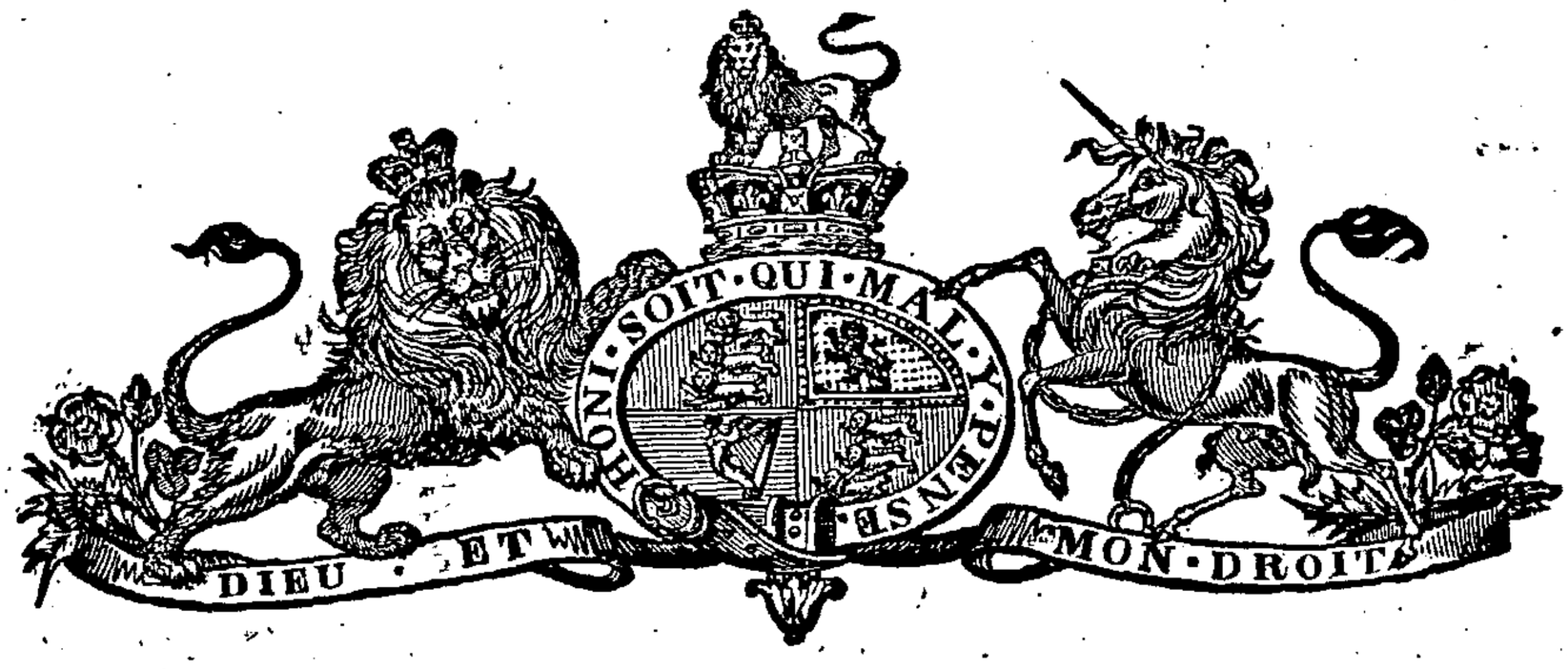


ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

London, Brighton, and South Coast Railway (Battersea Lines) Act, 1864.

Railway No. 3. (*West End* Section) of the *London, Chatham, and Dover* Railway (Metropolitan Extensions) near the *Wandsworth Road:*

And whereas Plans and Sections showing the Lines and Levels of the proposed Railways and the Lands required for the Purposes thereof respectively, and Books of Reference to such Plans, have been deposited with the Clerk of the Peace for the County of *Surrey:* And whereas it is expedient that the Company should be enabled to raise further Money for the Purposes of this Act: And whereas the several Objects and 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; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "*London, Brighton, and South Coast* Railway (*Battersea* Lines) Act, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

2. "The Railways Clauses Consolidation Act, 1845," and Part 1 (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and Part 1 (relating to Cancellation and Surrender of Shares) and Part 2 (relating to additional Capital) of "The Companies Clauses Act, 1863," (except in so far as those Acts are altered by this Act,) shall be incorporated with this Act.

Certain Parts of 8 & 9 Vict. c. 16. incorporated.

3. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, and with respect to the Provision to be made for affording Access to the Special Act by all Parties interested, shall be incorporated with this Act, and shall in all respects not by or under the Powers of this Act otherwise provided for, respectively apply to all Shares and Stock created, and to all Mortgages granted and Monies borrowed under the Powers of this Act.

4. In

London, Brighton, and South Coast Railway (Battersea Lines) Act, 1864.

Interpretation of Terms.

4. In construing this Act, and in connexion with this Act the Acts and Parts of Acts incorporated with this Act, the following Words and Expressions shall have the respective Meanings hereinafter assigned to them, unless excluded by the Subject or Context; (that is to say,)

"The Special Act" shall mean this Act:

"The Company" shall mean the *London, Brighton, and South Coast* Railway Company:

"Share" shall include "Stock," and "Shareholders" shall include "Stockholders:"

"Superior Courts" shall include any Court of competent Jurisdiction as interpreted by this Act:

"Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Same Meanings to Words in this Act as in incorporated Acts.

5. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act, have the respective Meanings so assigned to them, unless the Subject or Context be repugnant to or inconsistent with such Construction, or other Meanings be assigned to them by this Act.

Power to make Railways according to deposited Plans, &c.

6. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make and maintain the Railways and Works by this Act authorized, with all proper Stations, Wharves, Bridges, Works, and Conveniences connected therewith, and (so far as they are shown on the Plans) in the Lines or Courses and upon the Lands delineated on the Plans and described in the Books of Reference, and according to the Levels defined on the Sections deposited as aforesaid, and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description of Railways.

7. The Railways and Works by this Act authorized comprise the following; (that is to say,)

A Railway (No. 1.) wholly in the Parish of *Battersea* in the County of *Surrey*, commencing by a Junction with the *West End of London and Crystal Palace* Line of the Company near the Bridge for carrying the *Victoria* Station and *Pimlico* Railway over the River *Thames*, and terminating by a Junction with that Line on the Bridge carrying that Line over the Main Line of the *West London Extension* Railway.

A Railway

London, Brighton, and South Coast Railway (Battersea Lines) Act, 1864.

A Railway (No. 2.) commencing in the Parish of *Battersea* aforesaid by a Junction with the intended Railway (No. 1.) herein-before described, at or near the *Prince of Wales* Road, and terminating in the Parish of *Clapham* in the County of *Surrey* by a Junction with the Railway No. 3. (*West End* Section) of the *London, Chatham, and Dover* Railway (Metropolitan Extensions) at or near the Northern Abutment of the Bridge carrying that Railway (No. 3.) over the *Wandsworth Road*.

Provisions as to crossing of other Lines.

8. Whereas a Bill is now pending in Parliament, the Short Title of which when passed is intended to be "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," (in this Act called "the *Dover* Company's Act,") and it is thereby proposed (among other things) to authorize the *London, Chatham, and Dover* Railway Company (in this Act called the *Dover* Company) to make certain Railways and Diversions of Railways in the *Dover* Company's Act included under the Name of the *Battersea* Works: And whereas the Railways by this Act authorized will cross some of such Railways and Diversions of Railways intended to be authorized by the *Dover* Company's Act: Therefore be it enacted, That if the said Bill shall receive the Royal Assent during the present Session of Parliament, and the *Dover* Company shall be thereby authorized to make such Railways and Diversions of Railways, or any of them, then no vertical Deviation downwards from the Levels of the Railways shown on the Sections deposited for the Purposes of this Act shall be made where the Railways by this Act authorized will cross the intended Lines of such Railways and Diversions of Railways, or any of them, without the previous Consent of the *Dover* Company under their Common Seal; and Bridges for carrying the Railways by this Act authorized over the said Railways and Diversions of Railways shall be made and maintained by and at the Expense of the Company, and each such Bridge shall have a clear Headway of not less than Fourteen Feet Six Inches throughout the whole Span of such Bridge as herein-after defined, and the Spans of those Bridges respectively shall not be less than herein-after mentioned (measuring at Right Angles with the Rails of the Railways or Diversions of Railways crossed); to wit,

Railway or Diversion crossed.	Railway (by this Act authorized) crossing the same.	Span of Bridge.
Diversion A. - - -	Railway No. 1. - -	25 Feet.
Diversion B. - - -	Railway No. 1. - -	30 Feet.
Railway No. 3. - - -	Railway No. 1. - -	25 Feet.
Diversion A. - - -	Railway No. 2. - -	25 Feet.
Railway No. 1. - - -	Railway No. 2. - -	25 Feet.
Railway No. 2. - - -	Railway No. 2. - -	30 Feet.

9. In

Provision as to concurrent Powers of Purchase.

9. In any Case in which the Company under this Act, and the *Dover* Company under the *Dover* Company's Act, if the said Bill shall receive the Royal Assent during the present Session of Parliament, may have concurrent Powers for the Purchase of Land which may be required for the *Battersea* Works, 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 those Seven Days the Company to whom Notice is given shall object to the Exercise of such Powers by the other, then, as to the Lands referred to in the Notice, neither of the Companies shall exercise any Powers of Purchase until an Arbitrator to be appointed by the Board of Trade, on the Application of both or either of the Companies, shall have decided whether any, and if any, what Portion of such Lands shall be purchased by each or either of them; and it shall be the Duty of the Arbitrator to decide all such Questions in such Manner as he may deem best for enabling both Companies to execute their respective Undertakings as authorized.

As to crossing Queen's Road, Battersea.

10. Nothing in this Act or on the deposited Plans, or in the Acts incorporated herewith, shall enable the Company to divert the Road called the *Queen's Road* Extension, in the Parish of *Battersea*, as the same is now in the course of Formation under the Powers of the "*Queen's Road, Battersea*, Extension Act, 1863," and in accordance with an Order of the Court of Chancery, dated the Fifth Day of *December* One thousand eight hundred and sixty-three, made in pursuance of an Agreement entered into in a Cause in that Court, in which *Philip William Flower* is Plaintiff and the *London, Brighton, and South Coast* Railway Company are Defendants, and in another Cause in the said Court in which the said *Philip William Flower* is Plaintiff and the *London, Chatham, and Dover* Railway Company are Defendants, but nevertheless it shall be lawful for the Company to make and maintain the Railway (No. 1.) by this Act authorized over and across the said *Queen's Road* Extension by means of a Bridge or Arch.

As to Interference with Prince of Wales Road.

11. The Company shall not alter or divert the *Prince of Wales Road*, but the Company instead of altering or diverting the same may construct and maintain the Railways hereby authorized over and across the same Road by a Bridge or Arch of a Span equal to the full Width of the said Road, including the Footpaths at the Point where the Railways hereby authorized shall cross the same, such Bridge or Arch having at the Centre thereof a clear Headway of not less than Sixteen Feet above the present Surface of the Road, and the Design and Elevation of such Bridge shall be subject to the Approval

London, Brighton, and South Coast Railway (Battersea Lines) Act, 1864.

Approval of the *Battersea Park* Commissioners, to be signified in Writing under their Corporate Seal.

Works in connexion with Southwark and Vauxhall Water Company to be executed by that Company.

12. Whereas it may be necessary for the Purposes of this Act to alter or otherwise interfere with the Mains and Pipes of the *Southwark and Vauxhall* Water Company, herein-after called the *Southwark* Company, and it is expedient that Provision should be made for preventing any Interruption in the Supply of Water by the *Southwark* Company by reason of such Alteration or Interference, and that with such view all Works connected with the said Mains and Pipes, or otherwise, in relation to such Supply of Water should be executed by the *Southwark* Company or their Engineer, and under the sole Direction of such Engineer: Therefore the Company shall, Fourteen Days at least before they shall commence any Works in connexion with or in any way relating to the altering of or interfering with any of the said Mains or Pipes, give Notice in Writing to the *Southwark* Company of their Intention to commence such Works, describing the Manner in which it is proposed to alter or otherwise interfere with the said Mains or Pipes respectively; and it shall not be lawful for the Company, except on the Default as herein-after mentioned of the *Southwark* Company, in any Manner to alter, displace, or otherwise interfere with the said Mains or Pipes, but the Engineer for the Time being of the *Southwark* Company shall have the sole and exclusive Direction and Management of and may execute all such reasonable Works as may be necessary for the Purpose of removing, altering, and restoring the said Mains or Pipes, and of preventing during the Execution thereof any Interruption to the Supply of Water by the *Southwark* Company; and all reasonable Costs, Charges, and Expenses incurred by the *Southwark* Company in or in any way relating to the Execution of any Works by them for the Purposes aforesaid shall be repaid to them by the Company.

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

13. Provided also, That if the *Southwark* Company shall, for the Space of Ten Days next after the Day named in the Notice served upon them by the Company for the Commencement of the Works connected with or relating to the altering of or interfering with any of the said Mains or Pipes, or for the Space of Ten Days after such later Day, if any, as the Company by Notice in Writing to the *Southwark* Company shall name for commencing the necessary Works in relation to the altering of or otherwise interfering with the said Mains or Pipes, or any of them, neglect or refuse to commence or at any Time thereafter to proceed with reasonable Despatch in the Execution of such Works, it shall be lawful for the Company to cause the said Mains or Pipes to be removed, altered, or otherwise interfered with in such Manner and to such Extent as they may deem

deem necessary, and to cause all such other Works to be done as they shall deem requisite for preventing any Interruption to such Supply of Water as aforesaid.

For Protection of London and South-western Railway.

14. Where the Railway (No. 1.) and the Railway (No. 2.) respectively cross above the *London and South-western* Railway, they shall be made there and shall thenceforth be maintained by the Company as follows; (that is to say,)

First, the Railway (No. 1.) and the Railway (No. 2.) shall be carried above the *London and South-western* Railway by means of Viaducts with Arches or Openings therein:

Secondly, the central Opening in each Viaduct immediately over the *London and South-western* Railway shall be made and maintained with Girders, so that the clear Width of the central Opening shall be Ninety-one Feet throughout on the Square, and the clear Headway throughout shall be at least Fourteen Feet Six Inches above the Level of the upper Surface of the Rails on the *London and South-western* Railway:

Thirdly, the Company shall construct and maintain with Girders Two Side Openings in each Viaduct, one immediately to the Southward and the other immediately to the Northward of the central Opening of Ninety-one Feet, so that the clear Width of each Side Opening shall be at least Twenty-four Feet throughout, and with a clear Headway throughout of Fourteen Feet:

Fourthly, the Support of each Viaduct between the several Openings shall be not thicker at any One Point above the Level of the upper Surface of the Rails on the *London and South-western* Railway than Three Feet, and shall be Iron Columns placed in a Line parallel to those Rails;

Fifthly, each of the Viaducts above the Railway and Land of the *London and South-western* Railway Company shall be made and maintained Water-tight, and if and whenever there is any Leakage therefrom to the Railway or Land below, and the Company do not within Forty-eight Hours after Notice in Writing thereof from the *London and South-western* Railway Company effectually stop the Leakage, the Company shall forfeit Five Pounds for every Day during which the Leakage continues after the Expiration of the Notice:

Sixthly, so much of each Viaduct as comprises the central Opening immediately over the *London and South-western* Railway and the Two Side Openings immediately to the Northward and Southward of the central Opening, and the Piers or other Supports bounding those Openings respectively, shall be made and at all Times maintained under the Superintendence and to the Satisfaction

Satisfaction in all respects of the principal Engineer of the *London and South-western* Railway Company, and shall be made in accordance with such Plans, Sections, Working Drawings, and Specifications as before any of those Piers or Supports are commenced are approved by him, or (in the event of his failing to approve the same within One Month after the Plans, Sections, Working Drawings, and Specifications are delivered to that Company) by an Engineer to be agreed on between the respective principal Engineers of the Company and of the *London and South-western* Railway Company, or failing their Agreement, then by an Engineer to be on their or either of their Application appointed by the President of the Institution of Civil Engineers:

Seventhly, if and whenever that Portion of the respective Viaduct, including those Piers or Supports, or any Part thereof, is in any Want of Repair or Support, the *London and South-western* Railway Company may execute and do all such Repairs, Works, and Things as are proper and sufficient for putting the same into good Repair, Order, and Condition, and in order thereto may enter and be upon the Lands of the Company, or which they have Authority to enter and be upon, under or adjoining to that Portion of the respective Viaduct; and all the Expenses of the *London and South-western* Company of and incident to the Repairs, Works, and Things from Time to Time so executed and done by them shall forthwith be paid to them by the Company:

Eighthly, provided that, except in case of Emergency, the *London and South-western* Railway Company shall not execute or do any such Repair, Work, or Thing without giving to the Company at least Three clear Days Notice in Writing of their Intention to execute or do the same, if not forthwith executed or done by the Company, to the Intent that they, if they think fit, may themselves, and at their own Expense, forthwith execute and do the same, but only under the Superintendence and to the Satisfaction in all respects of the principal Engineer of the *London and South-western* Railway Company:

Ninthly, the Company shall not, in making or maintaining the respective Viaduct or any Part thereof, or executing or doing any Repair of or any Work or Thing in connexion with the same, or by any other Act, or by any Default of the Company, in any way endanger, stop, hinder, or otherwise prejudice or interfere with the *London and South-western* Railway or the Works connected therewith, or any Part thereof, or any Traffic thereon, or the full and free Maintenance, Working, User, Management, or Enjoyment of the same respectively:

Tenthly,

Tenthly, if and whenever the Company offend against the Ninth Provision of this Section, they shall for every such Offence forfeit and pay to the *London and South-western* Railway Company Ten Pounds, and in addition Ten Pounds for every Hour during which the Offence continues, and besides shall fully and freely indemnify and save harmless the *London and South-western* Railway Company from and against, and shall make good to all Parties interested, all Losses, Damages, Costs, Charges, and Expenses occasioned by or consequent on every such Offence, and all Claims and Demands relating thereto:

Eleventhly, the several Side Openings of Twenty-four Feet each shall at all Times be kept by the Company clear and unobstructed, and the *London and South-western* Railway Company shall have the perpetual Easement and Right of Way and Passage for all Purposes in connexion with their Railway and Works under and through those Side Openings respectively, and of laying down and maintaining Rails and Works on the Soil under the same, and of using the same Railway and Works, and the Soil and Space there, for all or any Purposes of their Railway, so that the same be not inconsistent with the safe and proper Maintenance and Use of the Viaduct over the same, and without making any Payment in respect of the Premises.

Restriction on Company as to taking Land of London and South-western Railway Company.

15. No Land belonging to the *London and South-western* Railway Company shall be taken by the Company without the previous Consent of the *London and South-western* Railway Company in Writing, under their Common Seal; provided that the Company may purchase and take fron the *London and South-western* Railway Company, and that Company shall, if so required by the Company, grant in perpetuity to them such Easement or Right of User as is necessary for the Purpose of making and maintaining either or both of the Viaducts for carrying the Railway (No. 1.) and the Railway (No. 2.) respectively over the *London and South-western* Railway

For Protection of Signals on London and South-western Railway.

16. No Signal, or Signal Building, or other Work shall be placed, erected, or made upon or adjacent to any Arch, Bridge, or Viaduct by this Act authorized to be constructed which shall prejudicially interfere with the View along the *London and South-western* Railway, or with the signalling or the Traffic thereon, and if by reason of the making of the Railway (No. 1.) and the Railway (No. 2.), or either of them, above the *London and South-western* Railway, it becomes necessary to add to or alter any of the Signals upon that Railway, the same shall be added to or altered by the *London and South-western* Railway Company, and the Expense thereof shall be repaid to them by the Company.

Saving Rights of London and South-western Company.

17. Except as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, Authorities, or Privileges of the *London and South-western* Railway Company.

As to the Surrey and Sussex Roads.

18. If the Company in making the Junction with the *London, Chatham, and Dover* Railway at the Bridge carrying that Railway over the *Wandsworth* Turnpike Road shall take down any Part of the Parapet Walls or Screen Fences or Walls of such Bridge for the Purpose of widening the Bridge, the Company shall forthwith erect and maintain to the reasonable Satisfaction of the Surveyor of the Trustees of the *Surrey* and *Sussex* Roads Parapet Walls or Screen Fences or Walls of similar Height and Length in lieu of those so removed.

As to Execution of Works over West London Extension Railway.

19. The Railway in this Act first described and the Works connected therewith, where the same will cross the *West London Extension* Railway in the Parish of *Battersea* in the County of *Surrey*, shall be carried over such Railway according to Plans to be reasonably approved by and executed under the Superintendence and to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *West London Extension* Railway Company, and at the Expense of the Company; and such Railway and Works shall be so carried and executed respectively by such Means and in such Manner only as not to interfere with the free, uninterrupted, and safe User of the *West London Extension* Railway, or the working of the Traffic thereon; and the Railways shall be so carried over the *West London Extension* Railway by means of Two Girder Bridges, with Two Openings in each Bridge, and the Openings in each Bridge shall be Thirty Feet in Width, measured at Right Angles with the *West London Extension* Railway, with a clear Headway for the whole Distance of Fourteen Feet Six Inches.

Plans for Works affecting West London Extension Railway.

20. The Bridges or other Works by which the Railway in this Act first described shall be carried over the *West London Extension* Railway, and all Works and Conveniences connected therewith, shall be made only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to such Engineer of the *West London Extension* Railway Company, and to be reasonably approved by him in Writing under his Hand; but in the event of his failing to approve such Plans, Elevations, Sections, and Specifications within One Calendar Month after the same shall be submitted to him, then such Plans, Elevations, and Specifications shall be submitted to and approved by an Engineer to be on the Application of the Company appointed for that Purpose by the Board of Trade.

21. The

As to Maintenance of those Works.

21. The Company shall at all Times maintain the Bridges or other Works by which the Railway in this Act first described shall be carried over the *West London Extension* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of such Engineer of the *West London Extension* Railway Company; and if and whenever the Company fail so to do, the *West London Extension* Railway Company may make and do in and upon as well the Land of the Company as their own Lands all such Works and Things as the *West London Extension* Railway Company think requisite in that Behalf, and the Sum from Time to Time certified by such their Engineer to be the reasonable Amount of the Expenditure in that Behalf shall be repaid to them by the Company; and in default of full Repayment the Amount due may be recovered with full Costs by the *West London Extension* Railway Company from the Company in any Court of competent Jurisdiction: Provided that, except in case of Urgency, the *West London Extension* Railway Company shall not execute or do any such Works or Things without giving to the Company at least Three clear Days Notice in Writing of their Intention to execute or do the same, if not forthwith executed or done by the Company, to the Intent that the Company, if they think fit, may themselves and at their own Expense execute and do such Works and Things.

Not to interfere with Lands of the West London Extension Company without Consent.

22. The Company shall not, without in every Case the previous Consent of the *West London Extension* Railway Company in Writing under their Common Seal, take, use, enter upon, or interfere with any of the Lands belonging to the *West London Extension* Railway Company, except only such Part or Parts thereof as shall be necessary for making and maintaining the Railway and Works as by this Act authorized.

Company to acquire Easements.

23. With respect to any Land of the *West London Extension* Railway Company which the Company are by this Act from Time to Time authorized to use, enter upon, or interfere with, the Company shall not purchase the same, but the Company may purchase and take, and the *West London Extension* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase the same.

Saving Rights of the West London Extension Company.

24. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *West London Extension* Railway Company otherwise than is herein expressly provided.

25. Where

For Protection of Sewers of Metropolitan and other Boards.

25. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the Metropolis Local Management Act, 1855, or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section, showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works hereinbefore referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the reasonable Costs, Charges, and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board,

Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Construction of Bridges over public Streets within the Limits of the Metropolis.

26. In the Construction of the Railways and Works the following Rules shall be observed:

1. Where the Railways will be carried across the *Battersea Road* they shall be made and shall thenceforth be maintained so as not to lessen the present clear Width of such Road, including the Footway, if any:
2. The Arch of the Bridge over such Road shall not, without the Consent of the Metropolitan Board of Works, be of less Span than Forty Feet, with a Headway of the clear Height of Sixteen Feet in the Centre, and the Arch over such Road shall be formed of an ornamental Character to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works, regard being had to the Character of the Locality, and subject to Arbitration as herein-after provided:
3. No Abutment or Piers shall project beyond the general Line of Frontage of the adjoining Houses; provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall be at liberty to erect and maintain Side Openings, supported with Columns, back to the general Line of the Frontages of the Houses, subject to Arbitration as herein-after mentioned:
4. The Bridge shall be Water-tight, and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over it:
5. The Company shall not commence the Erection of such Bridge until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridge, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval or their Disapproval within Twenty-one Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid:
6. The Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby, and all such Works shall, subject to the Provisions of this Act, be done under the Direction, Superintendence,

tendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Cost, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company on Demand.

Provision for Arbitration.

27. Provided, That if the said Metropolitan Board of Works or any Vestry or District Board as aforesaid and the Company shall differ upon or with reference to any Plans, Elevations, Sections, and other Particulars which under the Provisions of this Act are to be delivered by the Company to the Metropolitan Board, or to the Vestry or District Board, or as to the Mode of carrying out the same, or as to any other Matter or Thing arising out of the said Plans, Elevations, Sections, and Particulars, or any of the Clauses or Provisions of this Act, every such Difference shall, on the Application of the said Company, or of the Metropolitan Board of Works, or of the Vestry or District Board, as the Case may be, be referred to an Arbitrator to be named by the Board of Trade to determine, and such Arbitrator shall have Power to determine by whom and in what Manner the Costs of and incident to the Reference shall be paid.

Land for extraordinary Purposes.

28. The Company may purchase by Agreement, and not compulsorily, for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Five Acres, in addition to the other Lands which they are by this Act or any other Act authorized to purchase.

Powers for compulsory Purchases limited.

29. 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 from the passing of this Act.

Period for Completion of Works.

30. The Railways by this Act authorized shall be completed within Five Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act or the Acts incorporated herewith granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the Railways respectively as shall then be completed.

Penalty for Non-completion of Railway within Time limited.

31. If the Railways by this Act authorized be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then (subject to the Provisions herein-after contained) the Company shall forfeit and pay the Sum of Fifty Pounds for every Day after the Expiration of that Period during which the said Railways shall remain unopened, which Amount shall be a Debt due from the Company to the Crown, and recoverable accordingly: Provided always, that no such Penalty shall accrue or be payable for

or in respect of any Time during which the Company may be prevented from completing or opening the said Railways by unforeseen Accident or Circumstances beyond their Control, of which Prevention, and the Time for which it may have endured, the Certificate of the Board of Trade shall be sufficient Evidence, and that Board on the Production of such Proof as they shall deem sufficient shall, on the Application of the Company, grant such Certificate accordingly; provided also, that the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company within the Meaning of this Section.

Tolls.

32. The Company are hereby authorized and empowered to demand, receive, and take for and in respect of all Passengers, Animals, Goods, Merchandise, and other Articles, Matters, and Things conveyed on the Railways by the Act authorized the like Tolls, Rates, and other Charges as the Company are empowered to demand, receive, and take in and by "The *London, Brighton, and South Coast* Railway (*Mitcham and Tooting* Lines, &c.) Act, 1863," and as if the Railways hereby authorized to be made had been included in the said Act.

New Railways to be Part of Undertaking.

33. The Railways by this Act authorized to be constructed by the Company, and all Lands acquired by them for the Purposes thereof, shall be deemed Part of the Undertaking of the Company, and the Byelaws, Rules, and Regulations for the Time being of the Company shall extend and apply thereto.

Application of Funds.

34. The Company may apply to the Purposes by this Act authorized any Monies raised or to be raised by them by virtue of any other Act, and not required for the Purposes to which they are by any such other Act made specially applicable.

Power to raise further Money by new Shares.

35. The Company may from Time to Time raise, by the Issue of new ordinary Shares and new ordinary Stock in their Undertaking, or by either of those Means (in addition to such Sums of Money as they now are or by any other Act of the present Session of Parliament may be authorized to raise), any further Sum not exceeding Four hundred and thirty thousand Pounds: Provided always, that the Company shall not issue any such new Share, nor shall any such new Share vest in the Person accepting the same, unless and until not less than Twenty *per Centum* of the nominal Amount of such new Share shall have been paid up in respect thereof.

Preference Shares or Stock may be issued.

36. The Company may from Time to Time raise all or any Portion of such further Sum by the Issue of new Preference Shares and of new Preference Stock, or by either of those Means.

37. The

Limit of Amount and Number of Calls.

37. The Amount of any One Call to be made in respect of the new Shares created under the Powers of this Act shall not exceed the Rate of Twenty-five Pounds *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at the least between every Two Successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

Dividends on new Shares.

38. Every Person who becomes entitled to any new Share or Stock created under the Powers of this Act shall in respect of the same be a Shareholder or Proprietor in and of the Undertaking of the Company, and (except as otherwise provided by or under the Powers of this Act) shall be entitled to a Dividend with the other Shareholders or Proprietors proportioned to the Amount of such Stock, or to the whole Amount for the Time being paid up on such Share, as the Case may be.

Qualifications, &c. for new Shares and Stock.

39. Except as by or under the Powers of this Act otherwise provided, all such new Stock shall in proportion to the Amount thereof, and all such new Shares shall in proportion to the Amount for the Time being paid up thereon, confer upon the respective Holders thereof the ordinary Qualifications, Right of voting, and other Privileges conferred by other Shares or Stock of the Company.

Receipt for Persons under Disability.

40. The Receipt of the Guardian of any Shareholder being a Minor, or the Committee of any Shareholder being an Idiot, Lunatic, or Person *non compos mentis*, shall be a sufficient Discharge to the Company for any Money payable to such Shareholder.

Power to borrow on Mortgage.

41. The Company may from Time to Time raise any additional Sum not exceeding in the whole One hundred and forty-three thousand three hundred Pounds by borrowing on Mortgage, but no Money shall be so borrowed until, under the Powers of this Act, the said additional Capital of Four hundred and thirty thousand Pounds shall have been subscribed for or taken *bonâ fide*, and One Half of that Amount shall have been paid up, and until the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the said additional Capital of Four hundred and thirty thousand Pounds has been subscribed for or taken *bonâ fide* and is held by the Subscribers or their Assigns, and for which the Subscribers or their Assigns respectively are legally liable, and that Twenty *per Centum* at least of the nominal Amount of each such Share was paid up before the Issue or Acceptance thereof (of which Fact the Certificate of the Justice under that Section shall be sufficient Evidence).

42. All

London, Brighton, and South Coast Railway (Battersea Lines) Act, 1864.

Priority of existing Mortgages.

42. All Mortgages granted by the Company before the passing of this Act, and which shall be in force at the Time of the passing of this Act, shall as regards the Undertaking comprised in and assigned by such Mortgages have Priority over all Mortgages granted by virtue of this Act.

Application of Monies raised under this Act.

43. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Stock, or on Mortgage, shall be applied to the Purposes of the Undertaking of the Company authorized by this Act.

Extending Powers for Conversion of Shares into Stock.

44. The Powers of the Company for the Conversion of Shares into Stock shall extend to all Shares when the nominal Value thereof is or shall be fully paid up, whether paid up in pursuance of Calls or wholly or partly in anticipation of Calls.

Extending to Money borrowed under this Act certain Powers of the Company under other Acts for Conversion of Debt into Debenture Stock and Annuities.

45. Subject and without Prejudice to any Mortgages or Bonds granted by the Company under any Act of Parliament and for the Time being in force, the Powers and Provisions of "The *London, Brighton, and South Coast* Railway Act, 1853," "The *London, Brighton, and South Coast* Railway Act, 1854," and "The *London, Brighton, and South Coast* Railway Company's Act, 1859," respectively, with respect to the Conversion of borrowed Capital into Debenture Stock and perpetual Annuities, the Creation and Issue of Debenture Stock, and of perpetual Annuities in lieu of, or in substitution for, borrowing or reborrowing, and providing Funds for paying off Mortgages or Bonds, and otherwise relating to such Debenture Stock and Annuities, and the Application and Investment of the Money to arise from the Grant, Sale, and Issue of any Debenture Stock and perpetual Annuities, shall extend and apply to all Monies which the Company are by this Act authorized to borrow as fully and effectually as if all those Monies had been at the Date of the passing of "The *London, Brighton, and South Coast* Railway Act, 1853," authorized to be borrowed.

Separate Accounts of Application of Debenture Stock and Annuities to be kept.

46. The Company shall keep accurate and separate Accounts of the Amount of Debenture Stock and Annuities from Time to Time created and disposed of by them, and of the Application of such Debenture Stock and Annuities, and the Monies raised by the Disposal thereof, separate from the Accounts of other Stocks and Shares.

Interest not to be paid on Calls paid up.

47. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to

to any Shareholder on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to 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 in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

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

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

49. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act authorized from the Provisions of any General Act relating to Railways, or to the better and 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 authorized by this Act or of the Rates for small Parcels.

Provision as to cheap Trains for the Labouring Classes.

50. Nothing in this Act contained shall exempt the Railways hereby authorized, or the Company in respect thereof, from the Provisions of any future General Act requiring Railway Companies to run Trains at low Fares for the Accommodation of the Labouring Classes having Business in the Metropolis.

Expenses of Act.

51. All the Costs, Charges, and Expenses of applying for and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

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