

ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ

***

Act, 1862,") which received the Royal Assent on the Thirtieth Day of *June* One thousand eight hundred and sixty-two, the Company were authorized to make (amongst other Railways and Works) the following Railways, and to raise Money for that Purpose; *viz.*,

A Railway (No. 1.) commencing in the Parish of *Saint Paul Deptford* in the County of *Surrey* by a Junction with the Main Line of the *London, Brighton, and South Coast* Railway at or near to a certain Bridge which carries that Railway over the *Grand Surrey* Canal, and terminating in the Parish of *Saint Giles Camberwell* in the said County of *Surrey*, on the Southern Side of the *Queen's Road, Peckham*, at or near the Point where *Bath Road* joins the *Queen's Road*:

A Railway (No. 2.), wholly in the Parish of *Saint Paul Deptford* in the County of *Surrey*, commencing by a Junction with the Main Line of the *London, Brighton, and South Coast* Railway at or near the Bridge which carries that Railway over the *Grand Surrey* Canal, and terminating by a Junction with the said intended Railway (No. 1.) at or near the Junction of *White Post Lane* with the *Old Kent Road*:

A Railway (No. 3.), wholly in the Parish of *Saint Paul Deptford* in the County of *Surrey*, commencing by a Junction with the Branch to *Deptford* of the *London, Brighton, and South Coast* Railway at or near to the Bridge carrying that Branch Railway under the Main Line of the *London, Brighton, and South Coast* Railway, and terminating by a Junction with the said intended Railway (No. 2.) at or near the Junction of *White Post Lane* with the *Old Kent Road*:

A Railway (No. 4.) commencing in the Parish of *Saint Giles Camberwell* in the County of *Surrey* by a Junction with the said intended Railway (No. 1.) on the Southern Side of the *Queen's Road, Peckham*, at or near the Termination thereof on the Southern Side of the *Queen's Road, Peckham*, as therein-before described, and terminating in the Parish of *Saint Mary Lambeth* in the County of *Surrey* by a Junction with the Railway authorized by "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860," and therein designated the West End Section, on the East Side of *Barrington Road*:

And whereas "The New Lines Act, 1862," recited that a Bill was pending in Parliament for the Incorporation of a Company (in that Act and in this Act called the *Crystal Palace Junction* Company) for making a Railway from the Metropolitan Extensions of the *London, Chatham, and Dover* Railway Company (therein and in this Act called the *Dover* Company) to the *Crystal Palace* at *Sydenham* (which Bill passed into an Act, of which the Short Title is "The *Crystal Palace and South London Junction* Railway Act, 1862"): And whereas the "New Lines Act, 1862," contains (Section 16.) Powers for the *Crystal Palace Junction* Company

Company and the *Dover* Company to use (subject to the Regulations therein mentioned and the Proviso therein contained) the Portion of the Railway, in that Act called Railway (No. 4.), situate between a Point Forty Chains measured from the Commencement of that Railway on the Plans of that Railway deposited for the Purposes of that Act and the Termination of that Railway at or near to *Barrington Road*, as well as the Portion of the Railway (No. 1.) by that Act authorized situate between the proposed Junction thereof with the said Railway (No. 4.) and the Junction thereof with the said Railway (No. 2.) by that Act authorized, and also the Portion of the said Railway (No. 2.) between the Junction thereof with the said Railway (No. 1.) and the Junction thereof with the Railway (No. 3.) by that Act authorized, and the whole of the said Railway (No. 3.) and the *Deptford* Branch Railway of the Company from the Junction therewith of the said Railway (No. 3.) to the Company's Wharf at *Deptford*, (and which Portions of the Railways Nos. 1. and 2., and Railway No. 3., and Branch Railway, formed together One continuous Line of Railway from the said Railway No. 4. to that Wharf,) with Provisions (Section 17.) for fixing the Fares, Rates, and Charges for all Traffic carried by the *Crystal Palace Junction* Company and the *Dover* Company over the said Railways and Portions of Railway respectively forming together that continuous Line, and for the Amount to be paid to the Company in respect of such Traffic, and also (Section 18.) Power for the Company to use (subject to the Regulations therein mentioned) such Portions of the authorized Railways forming the Metropolitan Extension of the *Dover* Company as were situate between the Point of Junction with that Extension of the Railway (No. 4.) by the Act now in recital authorized, and the Junction at *Stewart's Lane* between that Extension and the Company's *West End of London and Crystal Palace* Railway, and also, if the same were authorized, and the Company found it available for their Traffic, the Junction Railway at *Battersea* with the *West London Extension* Railway, proposed to be authorized by another Bill promoted by the *Dover* Company, and then pending in Parliament (but since passed into an Act, of which the Short Title is "*London, Chatham, and Dover* Railway (Additional Powers) Act, 1862," and which authorizes the Construction of that Junction Railway), with Provisions (Section 19.) for fixing the Fares, Rates, and Charges for all Traffic carried by the Company over the said Portions of Railway of the *Dover* Company, and for the Amount to be paid to the *Dover* Company in respect of such Traffic, and also (Section 22.) Provisions for securing the Convenience of the Public, and the fair and impartial working of the several Lines of Railway between the Point of Junction at *Stewart's Lane* of the *Dover* Company's Metropolitan Extension Railway with the *West End of London and Crystal Palace* Railway and the Point at or near to *Cow Lane, Peckham*, at which it was proposed that an intended Line of Railway of the *Crystal Palace Junction* Company (being the Railway (No. 1.) since

authorized

authorized by "The *Crystal Palace and South London Junction* Railway Act, 1862,") should form a Junction with the Railway (No. 4.) by that Act authorized; and "The New Lines Act, 1862," also contains other Clauses and Provisions relating to the *Dover* Company: And whereas "The New Lines Act, 1862," also authorizes (Section 98.) Contracts or Arrangements between the Company on the one Part, and the *London and North-western* Railway Company, the *Great Western* Railway Company, the *London and South-western* Railway Company, the *West London Extension* Railway Company, the *Dover* Company, and the *South-eastern* Railway Company, (therein and herein-after called "the Six Companies,") or any or either of the Six Companies, on the other Part, with respect to (amongst other Purposes) the using of their respective Railways, the forwarding, Interchange, Collection, Conveyance, and Delivery of Traffic, and other Matters connected therewith: And

25 & 26 Vict. c. cxliv.

whereas by "The *Crystal Palace and South London Junction* Railway Act, 1862," the *Crystal Palace Junction* Company were authorized to make and maintain Two Railways, the first commencing by a Junction with the said Railway No. 4. at a Point near *Rye Lane*, *Peckham*, and the other terminating by a Junction with the said Railway No. 4. at a Point near *Denmark Hill*, with contingent Powers (Section 20.) to make also a Portion of Railway between the Point of Commencement of the Railway first thereby authorized and the Termination of the said Railway No. 4. at or near *Barrington Road* if before the Expiration of Three Years from the passing of "The New Lines Act, 1862," the Company should not have completed and opened for Traffic with Four Lines of Rails so much of the Railway authorized by that Act as lay between the Commencement of the Railway first described in and authorized by "The *Crystal Palace and South London Junction* Railway Act, 1862," and the Termination of the said Railway No. 4. at or near *Barrington Road* aforesaid, and (Section 25.) to purchase Land for the same; and the Act now in recital also contains (Section 28.) Provisions for the Decision of Questions arising out of concurrent Powers for the

25 & 26 Vict. c. lxxxviii.

Purchase of Land: And whereas by "The *London, Brighton, and South Coast* Railway (Stations, &c.) Act, 1862," the Company were empowered to alter and enlarge their *London Bridge* Station and their *Bricklayers Arms* Station: And whereas it is expedient that the Company be empowered to make a Railway from the Railway No. 1. authorized by "The New Lines Act, 1862," in the said Parish of *Camberwell* otherwise *Saint Giles Camberwell*, to the *London Bridge* Station as proposed to be enlarged, with a Railway therefrom to join their *Deptford* Branch Railway: And whereas it is expedient that the Company be empowered to make a Railway from the Railway No. 4. as authorized by "The New Lines Act, 1862," at or near *Denmark Hill* in the said Parish of *Lambeth* otherwise *Saint Mary Lambeth*, to join the Railway authorized by the "*London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860,"

1860," and therein comprised under the Name of the West End Section, near the Bridge for carrying that Railway over the *Canterbury Road*: And whereas those proposed Railways or Portions thereof will be in substitution for the whole of the Railway No. 2. and of the Railway No. 3., and for Portions of the respective Railways No. 1. and No. 4. authorized by "The New Lines Act, 1862;" and it is expedient that the Company be empowered to relinquish the Construction of those last-mentioned Railways and Portions of Railway, and that the before-recited Provisions of "The New Lines Act, 1862," and "The *Crystal Palace and South London Junction* Railway Act, 1862," be applied to the said proposed Railways: And whereas it is expedient that the Company be empowered to make a Diversion of *Saint Thomas Street East* and *Webb Street* in the Borough of *Southwark*, commencing at or near the South-west Corner of the *London Bridge Terminus* Hotel, and terminating at or near the Junction of *Snow's Fields* and *Bermondsey Street*: And whereas Plans and Sections of the proposed Railways and Works showing the Lines and Levels thereof, with a Book of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands and Houses through which those Railways and Works will pass, or which may be taken for the Purposes thereof, have been deposited with the Clerk of the Peace for the County of *Surrey*: And whereas it is expedient that the Company be empowered to raise more Money for the Purposes aforesaid: And whereas the several Objects 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 (Extensions, &c.) Act, 1863."

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

2. "The Railways Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," 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

London, Brighton, and South Coast Railway (Extensions, &c.) Act, 1863.

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; and in those Clauses and Provisions the Expression "the Company" shall have the same Meaning as in this Act.

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 herein-after 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 Company incorporated by the Consolidation Act, and known as the *London, Brighton, and South Coast* Railway Company:

"Share" shall include Stock:

"Superior Courts," or "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:

With respect to Lands or Works in the Borough of *Southwark* the Word "Sheriff" shall mean the High Bailiff of that Borough, and shall include his legally competent Deputy, and shall exclude the Sheriff of the County of *Surrey* and his Under Sheriff and other Deputies:

In "The Railways Clauses Consolidation Act, 1845," the Expression "the Railways" shall include the Diversion of the said Streets as well as the Railways by this Act authorized; and the several Expressions "Clerks of the several Parishes in *England*" and "Parish Clerks" shall mean, as regards each of the several Parishes of *Bermondsey*, *Camberwell* otherwise *Saint Giles Camberwell*, and *Lambeth* otherwise *Saint Mary Lambeth*, the respective Vestry Clerk of that Parish, and as regards each of the Parishes of *Saint Paul Deptford* (including *Hatcham*), *Battersea* otherwise *Saint Mary Battersea*, *Saint John Horseleydown*, *Saint Olave* and *Saint Thomas Southwark*, the Clerk of the respective District Board of Works for the District in which that Parish is included under the Metropolis Local Management Act, Eighteen and Nineteen *Victoria*, Chapter One hundred and twenty.

Same Meanings to Words in

5. All Words and Expressions to which by any Act wholly or partially incorporated with this Act Meanings are assigned shall in this Act

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. this Act as in incorporated Acts.

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 Diversion of Streets by this Act authorized, with all proper Stations, Works, and Conveniences connected therewith, in the Lines or Courses and upon the Lands delineated on the Plans and described in the Book 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. Power to make Works according to deposited Plans.

7. It shall not be lawful for the Company to purchase, excepting with the Consent of the Lessee thereof in Writing first had and obtained, any of the Properties in the Parish of *Saint Mary Lambeth* numbered respectively 8, 9, and 13 on the deposited Plans. Company not to acquire certain Properties without Consent.

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

First, a Railway commencing in the Parish of *Camberwell* otherwise *Saint Giles Camberwell* in the County of *Surrey* by a Junction with the authorized Line of the Railway No. 1. authorized by "The New Lines Act, 1862," in the Property numbered 129 in that Parish on the Plans of the authorized Railway (No. 1.) deposited for the Purposes of that Act, and terminating in the Parish of *Saint John Horseleydown* in the Borough of *Southwark* and County of *Surrey* at or near the Point where *Barnham Street* joins *Crucifix Lane*, and within the Limits of the authorized Enlargement of the *London Bridge* Station:

Secondly, a Railway commencing in the said Parish of *Camberwell* otherwise *Saint Giles Camberwell* by a Junction with the intended Railway first herein-before described on the North-eastern Side of the *Old Kent Road*, and terminating in the Parish of *Saint Paul Deptford* in the County of *Surrey* by a Junction with the *Deptford* Branch Railway of the Company at or near the Bridge carrying that Branch under the Company's Main Line:

Thirdly, a Railway wholly in the Parish of *Lambeth* otherwise *Saint Mary Lambeth* in the County of *Surrey* commencing from and out of the authorized Line of the Railway No. 4. authorized by "The New Lines Act, 1862," in a Property situate on the West Side of *Denmark Hill*, and numbered 103 in that Parish on the Plans deposited for the Purposes of that Act, and terminating by a Junction with a Railway authorized by "The *London, Chatham, and*

and Dover Railway (Metropolitan Extensions) Act, 1860," and therein comprised under the Name of the West End Section, One hundred and fifty Yards or thereabouts from the Westward Side of the Bridge for carrying that Railway over the *Canterbury Road*:

Fourthly, a Diversion of *Saint Thomas Street East* and of *Webb Street* in the said Borough commencing in the Parish of *Saint Thomas* at or near the *London Bridge Terminus* Hotel, and terminating in the Parish of *Saint Mary Bermondsey* at or near the Junction of *Snow's Fields* with *Bermondsey Street*.

Power to alter Engineering Works.

9. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on 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 those Plans or Sections, instead of a Tunnel, Viaduct, Arch or Arches, as shown thereon, 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, and Fifteenth Sections of "The Railways Clauses Consolidation Act, 1845."

For the Protection of Viaduct and Works of South-eastern Railway Company.

10. Before the Company shall, for the Purpose of making and maintaining the Railway first herein-before described, take, use, enter upon, interfere with, or affect, either temporarily or permanently, any Part of the *Greenwich* Railway Viaduct of the *South-eastern* Railway Company, or any of the Piers, Arches, Walls, Parapets, Buttresses, Foundations, Footings, Works, or Conveniences of or connected with such Viaduct, the Company shall furnish to the *South-eastern* Railway Company proper and sufficient Plans, Sections, and Specifications of the proposed Viaduct and other Works to be made by the Company which will affect the existing *Greenwich* Railway Viaduct of the *South-eastern* Railway Company, or the Parapets thereof; and such Plans, Sections, and Specifications shall be settled and agreed on between the respective Engineers of those Two Companies, or in case of their failing to agree, or of any Difference arising between them, the same shall be settled and determined by a competent

competent and impartial Civil Engineer, to be, on the Application of the Two Companies, or either of them, appointed by the Board of Trade; and such Works shall be carried into effect only in accordance with such Determination or Agreement, and under the Superintendence and to the Satisfaction of the principal Engineer for the Time being of the *South-eastern* Railway Company: Provided always, that in constructing the Railway first herein-before described, and Works in connexion therewith by this Act authorized, between *Rotherhithe New Road* and *Crucifix Lane*, the Company shall (except only so far as the *South-eastern* Railway Company, by Writing under their Common Seal, otherwise consent) construct the same throughout the entire Length thereof in such Manner that there shall be a Width of not less than Ten Feet between the North-easternmost Line of Rails on such Railway and the South-westernmost Line of Rails on the Viaduct of the *South-eastern* Railway Company.

For Protection of the Bricklayers Arms and North Kent Junction Branches of the South-eastern Company.

11. The Company, in carrying the Railway first described in this Act, and by this Act authorized, across and over the *Bricklayers Arms* and the *North Kent Junction* Branches of the *South-eastern* Railway, and the Land numbered on the deposited Plans 7, in the Parish of *Saint Mary Rotherhithe*, shall be bound by and comply with the following Provisions; that is to say,

First, the Centre of the Line of the Railway where it crosses over the Branch Railways and Land respectively shall not, without the Consent in Writing of the *South-eastern* Railway Company under their Common Seal, be deviated to the North-eastward of the Line of the Railway as shown on the Plans thereof deposited for the Purposes of this Act to a greater Extent than Ten Yards:

Secondly, the Railway shall be carried over and across the Branch Railways and Land respectively only by means of a Viaduct:

Thirdly, there shall be in the Viaduct One Opening over the *Bricklayers Arms* Branch, and One Opening over the *North Kent Junction* Branch:

Fourthly, except only so far as the *South-eastern* Railway Company by Writing under their Common Seal otherwise consent, the Opening over each of the Branch Railways shall be of at least Eighty Feet clear Span in every Part thereof, measured at Right Angles with the Rails of the Branch, and having in every Part thereof a clear Space of at least Fourteen Feet in Height above the Surface of those Rails:

Fifthly, except only so far as the *South-eastern* Railway Company by Writing under their Common Seal otherwise consent, there shall be in the Viaduct over the Land Openings each of at least Thirty Feet clear Span in every Part thereof, and having in every Part thereof a clear Space of at least Twenty Feet in Height above the Surface of the Ground under the respective Opening, and the Piers of the Openings shall be made at such Angles, not exceeding an

Angle of Sixty Degrees with the Line of the Railway, as the *South-eastern* Railway Company's Engineer requires:

Sixthly, the Openings respectively shall be made Water-tight, so as to prevent any Drip of Water from any Part thereof respectively:

Seventhly, before the Company take, use, or enter upon any of the Lands of the *South-eastern* Railway Company for the Purposes of any of those Works the Company shall furnish to the *South-eastern* Railway Company proper and sufficient Plans, Sections, and Specifications of that Portion of the Viaduct to be made there, which comprises the Openings and the Piers and other Works thereof, including the Parapets of the Viaduct there; and the Plans, Sections, and Specifications of the same shall be agreed on between the respective Engineers of those Two Companies, or, in case of Difference between them, shall be determined by a competent and impartial Civil Engineer, to be, on the Application of the Two Companies or either of them, appointed by the Board of Trade:

Eighthly, except with the Consent of the *South-eastern* Railway Company in Writing under their Common Seal, that Portion of the Viaduct which comprises the Openings and the Piers and other Works thereof, including the Parapets of the Viaduct there, shall be made only in accordance with the Plans, Sections, and Specifications thereof so agreed on or determined:

Ninthly, that Part of the Viaduct which comprises the Openings and the Piers and other Works thereof, including the Parapets of the Viaduct there, shall be made and at all Times maintained by the Company to the reasonable Satisfaction of the Engineer of the *South-eastern* Railway Company.

Company to pay to South-eastern Company Expenses of Watchmen.

12. During the Construction of the Railway first herein-before described, and hereby authorized, over or under and adjacent to the Line of the *South-eastern* Railway, the Company will bear, and on Demand will pay to the *South-eastern* Railway Company, the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of the Contractors, or of any Person or Persons in their Employ or otherwise.

Traffic on South-eastern Railway not to be obstructed.

13. It shall not be lawful for the Company, or their Contractors, Agents, Servants, or Workmen, in constructing or repairing the Railway and Works first described, and by this Act authorized, over or under or adjacent to any Railway of the *South-eastern* Company, to obstruct or impede the Traffic upon such Railway, or so as to prevent or impede the convenient

convenient Passage of Engines, Carriages, and Waggons along the same; and if that Traffic, or such Passage of Engines, Carriages, and Waggons, be obstructed or impeded contrary to this Enactment, the Company shall forfeit and pay to the *South-eastern* Railway Company the Sum of Fifty Pounds *per* Hour, by way of ascertained Damages, for every Hour during which such Obstruction shall continue.

Company to pay all Damages sustained by South-eastern Company.

14. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *South-eastern* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to the *South-eastern* Railway, or to any of the Works or Property thereof, or to the Traffic thereon, or to any Person or Persons using the same, or otherwise, by reason of the Execution or Failure of the Railway first herein-before described, and the Works in connexion therewith, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors or others, and the Company will effectually indemnify and hold harmless the *South-eastern* Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Land of South-eastern Company not to be taken without Consent.

15. No Land belonging to the *South-eastern* Railway Company shall be taken by the Company without the previous Consent of the *South-eastern* Railway Company in Writing under their Common Seal: Provided that the Company may purchase and take from the *South-eastern* Railway Company, and that Company shall, if so required by the Company, grant in perpetuity to them an Easement in or Right of using for the Purpose of making and maintaining the Railway first herein-before described, any Land belonging to the *South-eastern* Railway Company shown on the deposited Plans, and specified in the deposited Books of Reference thereto, not exceeding Seventy Feet in Width.

Provision as to Signals.

16. If by reason of the making of the Railway first herein-before described it becomes necessary to add to or alter any Signal or Signals upon the *South-eastern* Railway, the same shall be so added to or altered by the *South-eastern* Railway Company, and the reasonable Expense thereof shall be repaid to them by the Company.

Saving Rights of South-eastern 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 *South-eastern* Railway Company.

Power to cross and interfere with Roads, Streets, &c.

18. For the Purposes but subject to the Provisions of this Act, the Company may from Time to Time (in addition to the Powers given by "The Railways Clauses Consolidation Act, 1845,") cross over or under, alter or divert, stop up, and appropriate to their own Use, either temporarily or permanently, such and such Portions of Roads, Ways, and Streets

Streets included within the Limits of Deviation for the Diversion of Streets defined on the Plans deposited as aforesaid as appear by such Plans to be intended to be diverted, stopped up, or appropriated, and also such or such Parts of Courts, Alleys, Footpaths, Sewers, Drains, Pipes, Ways, and Watercourses as may be rendered useless or unnecessary by reason of the Execution of the Powers of this Act.

As to Communication with another Railway.

19. The Communication between the Railway hereby thirdly authorized and the Railway of the *Dover* Company shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner approved of from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of that Company.

Company to pay all Expenses of such Communication.

20. The Expense of the Communication hereby authorized between that Railway and the Railway of the *Dover* Company, and of all necessary Openings in the Rails of the latter Railway, and of all other Works which may from Time to Time be requisite for effecting, altering, repairing, amending, and maintaining such Rails and Points, and of regulating and adjusting the same, shall (except in so far as may be otherwise agreed between the Company and the *Dover* Company) be borne and paid by the Company, and the Communication, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time, at the Expense of the Company, be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the *Dover* Company on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure the Railway with which such Communication shall be made, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

Signals and Watchmen at Junction with Dover Company's Line.

21. The *Dover* Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Danger or Detention to or Interference with Traffic upon their Line at or near the Junction between the Railway by this Act thirdly authorized and the Railway of the *Dover* Company; 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 *Dover* Company; and all the Costs and Expenses of erecting and maintaining and altering such Signals, Works, and Conveniences shall (except in so far as may be otherwise agreed between the Company and the *Dover* Company) be repaid by the Company to the *Dover* Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

22. Nothing

Not to interfere with Dover Company's Lands, &c. without Consent.

22. Nothing in this Act or the Acts incorporated herewith contained shall authorize the Company to enter upon, take, or use any Lands of the *Dover* Company, further than is necessary for the Execution of the Purposes of this Act, without in each Instance the previous Consent in Writing of the *Dover* Company under their Common Seal.

Powers for compulsory Purchases limited.

23. 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.

24. Subject to the other Provisions of this Act, the Railways and Diversion of Streets shall be completed within Three Years from the passing of this Act.

Penalty for Non-completion of Works within Time limited.

25. 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 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 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 grant such Certificates accordingly; provided always, that the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

As to Repair of substituted Streets.

26. When and so soon as the proposed Diversions of *Saint Thomas Street East* and *Webb Street* respectively shall have been completed and opened for public Traffic, the Company shall deliver over such diverted Streets in good and sufficient Repair to the Commissioners, Vestry, Board, or Persons in whom the said Streets so diverted were vested before the Diversion thereof respectively, and such Commissioners, Vestry, Board, or Persons are hereby authorized and required to accept the same, and thereafter to manage and repair such diverted Streets in the same Manner and to the same Extent in all respects as they were empowered to repair and manage the said Streets previously to such Diversion.

Tolls.

27. For the Purposes of the Tolls, Rates, and Charges to be taken thereon respectively the Railways by this Act first, secondly, and thirdly authorized shall be deemed Part of the Railways authorized by "The New Lines Act, 1862," and the Railway by this Act fourthly authorized shall be deemed Part of the *West End and Crystal Palace* Railway of the Company, and they may levy Tolls and Charges thereon and in

respect thereof accordingly: Provided always, that the maximum Charges to be made by the Company upon, for, and in respect of those Railways respectively shall not exceed those limited by the Act for the Time being in force regulating the maximum Rates of Charge to be made by the Company.

New Works to be Part of Undertaking.

28. The Railways and Works by this Act authorized to be constructed by the Company shall (but, as regards the proposed Diversion of Streets, only during the Construction thereof,) 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.

Abandonment of Lines authorized by New Lines Act, 1862.

29. The Company shall abandon and relinquish the Construction of the following Railways and Portions of Railways authorized by "The New Lines Act, 1862," (that is to say,)

The Railway No. 1. from the authorized Commencement thereof in the said Parish of *Saint Paul Deptford* at or near the Bridge carrying the Main Line of the *London, Brighton, and South Coast* Railway over the *Grand Surrey* Canal up to the Commencement, as herein-before defined, of the Railway first by this Act authorized:

The whole of the Railway No. 2.:

The whole of the Railway No. 3.:

The Railway No. 4. from the Commencement, as herein-before defined, of the Railway by this Act thirdly authorized, up to the authorized Junction of that Railway No. 4. with the Railway authorized by "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860."

Compensation to be made where Contracts have been entered into or Notices given.

30. In any Case where before the passing of this Act any Contract has been entered into or Notice given by the Company for purchasing any Lands which the Company were by "The New Lines Act, 1862," empowered to purchase for the Purpose of constructing the Railways and Portions of Railway so authorized to be abandoned as aforesaid, or any of them, the Company shall make to the Owners or Occupiers of or other Parties interested in such Lands full Compensation for all Injury or Damages sustained by such Owners, Occupiers, or other Parties by reason of such Purchase not being completed pursuant to such Contract or Notice; and the Amount and Application of such Compensation shall be determined in the Manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided always, that the Authority hereby given for abandoning the Formation of the aforesaid Railways and Portions of Railway shall not prejudice or affect the Right of the Owner or Occupier of any Lands which the Company were so empowered to purchase as aforesaid to receive from the Company Compensation for any Damage that may have been occasioned by the Entry of the Company upon such Lands for the Purpose of surveying and taking Levels, and of probing or boring to ascertain

ascertain the Nature of the Soil, or of setting out the Line of the Railway, pursuant to the Provisions for that Purpose in "The Lands Clauses Consolidation Act, 1845," contained.

Certain recited Sections of "New Lines Act, 1862," extended to proposed new Lines.

31. The herein-before recited Sections of "The New Lines Act, 1862," numbered respectively 16 and 17, shall extend and apply to the whole of the Railways by this Act secondly and thirdly authorized, and the Portion of the Railway by this Act first authorized between the Commencement thereof and the Commencement of the Railway by this Act secondly authorized, as well as to so much of the Portions of the Railway No. 1. and of the Railway No. 4. in those Sections specified or referred to as is not by this Act directed to be abandoned, and to the said *Deptford* Branch Railway of the Company; and the herein-before recited Sections of "The New Lines Act, 1862," numbered respectively 18 and 19, shall be read and shall apply as if the Point of Junction of the Railway by this Act thirdly authorized with the Metropolitan Extension of the *Dover* Company were substituted in those Sections for the Point of Junction with that Extension of the Railway No. 4. by that Act authorized; and the Section numbered 22 of that Act shall be read and shall apply as if the Railway by this Act thirdly authorized were in that Section substituted for so much of the Railway No. 4. in that Section mentioned as is by this Act directed to be abandoned.

Applying Provisions of Crystal Palace and South London Junction Railway Act, 1862.

32. The contingent Powers by "The *Crystal Palace and South London Junction* Railway Act, 1862," (Sections 20 and 25,) given for making the said Portion of Railway, and for the compulsory Purchase of Land for the Purposes thereof, shall not be exercised if before the Expiration of Three Years from the passing of "The New Lines Act, 1862," the Company shall have completed and opened for Traffic, with Four Lines of Rails, the whole of the Railway by this Act thirdly authorized, and the Part of the Railway No. 4. by "The New Lines Act, 1862," authorized, between the Commencement of the Railway by this Act thirdly authorized and the Commencement of the Railway by "The *Crystal Palace and South London Junction* Railway Act, 1862," first authorized; and the Section numbered 28 of the last-mentioned Act shall be read and shall apply as if the Railway by this Act thirdly authorized had been authorized by "The New Lines Act, 1862," in lieu of so much of the said Railway No. 4. as is by this Act directed to be abandoned.

Applying Provisions for Protection of Grand Surrey Canal.

33. The Sections of "The New Lines Act, 1862," numbered respectively from 28 to 39, including both those Numbers, (being Provisions for the Benefit and Protection of the *Grand Surrey* Docks and Canal Company and their Works and Property,) shall extend and apply to the Railways and Works by this Act authorized, and the Powers by this Act given to the Company in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to those

those Railways, Works, and Powers, and as if throughout those Sections the Railway by this Act first authorized were substituted for the Railway No. 2. in those Sections mentioned; and the Company shall not execute the Powers by this Act given with respect to the Railway by this Act first authorized, except under and subject to the Provisions and Restrictions contained in those Sections; and the Company shall not, for the Purposes of the Railway by this Act first authorized, enter upon, take, or use more of the Lands or other Property of the *Grand Surrey* Docks and Canal Company than shall be absolutely necessary for the Formation of a double Line of Railway.

Extending Provisions of New Lines Act, 1862, as to the New Cross Turnpike Roads.

34. The Sections of "The New Lines Act, 1862," numbered respectively from 48 to 55, including both those Numbers, (being Provisions for the Benefit and Protection of the *New Cross* Turnpike Roads,) shall extend and apply to the Railways and Works by this Act authorized, and the Powers by this Act given to the Company in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to those Turnpike Roads.

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

35. And whereas the several Works by this Act authorized comprise the Diversion or other Alteration of divers Streets and public Roads along which the Mains and Pipes of the *Southwark and Vauxhall* Water Company (herein-after called the *Southwark* Company) are laid, and it may be necessary for the Purposes of this Act to alter or otherwise interfere with the Mains and Pipes laid along the same respectively, 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.

36. Pro-

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

36. 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 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 Sewers of Metropolitan and other Boards.

37. 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 Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," 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 Works until they shall 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 Sections 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 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 shall reasonably require, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before 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 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, and be maintained by them, as the Case may be, as any Sewers or Works now are 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 in the said Metropolitan 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.

Width and Headway for Roads and Streets.

38. Wherever the Railway shall be carried across any public Carriage Road or public Street, it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists), and with a Headway of the clear Height of Sixteen Feet throughout the whole Width of such Road or Street; and the Company shall not execute or commence the Execution of any Bridges proposed to be constructed for the Purpose of carrying the intended Railway over any Road or Street, or Way, within the Area under the Jurisdiction of the Metropolitan Board of Works, until they shall have given to the said Metropolitan Board of Works Fourteen 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, and Sections of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Elevations, and Sections as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as the said Board may deem necessary, for the proper Execution of the said Works, and for preventing Interference of Traffic, Injury, or Impediment, and shall save harmless the said Metropolitan Board of Works against all and every 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 of Works at the reasonable Costs, Charges, and Expenses in all respects of the said Company; and all reasonable Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Examination of Plans or Designs, Superintendence, or otherwise, shall

be

be paid to the said Board by the Company on Demand; provided, that if the said Board and the Company shall differ as to any such Plans, Elevations, and Sections as aforesaid, or the Mode of carrying out the same, or any other Matter or Thing arising out of this or the preceding Clause, every such Difference shall, on the Application of the said Company or of the Metropolitan Board of Works, be referred to an Engineer to be named by the Board of Trade to determine the same.

Company to make new Streets in lieu of Streets altered or diverted.

39. The said Company, before they shall stop up or divert any Street within the District of *Saint Olave*, shall make, form, and complete the proposed new Street of One uniform Width of Forty Feet at the least, including the Footways on each Side thereof, commencing in *Saint Thomas's Street East* at or near the *London Bridge Terminus* Hotel, and terminating at or near the Junction of *Snow's Fields* with *Bermondsey Street*, and marked A to B on the deposited Plan, in lieu of and in substitution for the several Streets and Places required to be taken within the said District for the Purposes of this Act; and that all Streets to be made by the Company within the District of *Saint Olave* shall be drained and paved by them, in the first instance, to the reasonable Satisfaction of the District Board of Works of *Saint Olave*, and shall thereafter be maintained by the said Board.

As to lighting Arches.

40. The Company shall, at their own Expense and under the Direction of the Surveyor of the Board of Works for the *Saint Olave* District, *Southwark*, provide and fix such Number of Gas Lamps, with all proper Fittings and Apparatus, for lighting with Gaslight the Arches and Bridges to be constructed over or across all Streets within the said District which may be crossed by the Railway, and shall, at their own Expense, keep the same lighted as well by Day as by Night; and upon Default thereof it shall be lawful for the said Board of Works to provide and fix such Lamps and keep the same lighted as aforesaid, and from Time to Time to recover the full Costs thereof from the Company in the same Manner as Penalties are recoverable under the "Metropolis Local Management Act, 1855."

Company to close the Ends of Arches.

41. The Company shall, within Three Calendar Months next after the Completion of the Arches to be constructed within the said District of *Saint Olave*, effectually fence off and enclose such Arches whilst they shall remain unoccupied.

Company to restore Sewers, &c.

42. The Company shall, to the reasonable Satisfaction of the Surveyor to the respective Vestry or District Board, restore all Sewers, Drains, and Gullies in the Streets and public Places in the respective Parish or District 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.

43. All

Streets made by Company to be under Jurisdiction of District Board.

43. All Streets, Sewers, Drains, Watercourses, and Works of Drainage made by the Company in the respective Parish or District shall be subject in all respects to the Jurisdiction of the respective Vestry or District Board, 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, Jurisdictions, or Authorities of the respective Vestry or District Board.

Extending Provisions of new Lines Act, 1862, as to Traffic Arrangements.

44. The Sections of "The New Lines Act, 1862," numbered respectively 98 to 103, inclusive of both those Numbers, (relating to Contracts or Arrangements between the Company and the Six Companies, or any or either of the Six Companies,) shall extend to the Railways by this Act first, secondly, and thirdly authorized, and to authorize such Contracts or Arrangements with reference thereto, and to the Traffic thereof, as fully and effectually as if those Railways had been Part of the Railways by that Act authorized.

Application of Funds.

45. 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 such other Act, or any other Act relating to the Company, made specially applicable.

Power to raise further Money.

46. The Company may from Time to Time, for the Purposes and under the Powers of this Act, raise by the Creation of new Shares and 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 in the whole Three hundred thousand Pounds.

Amount of Shares, &c.

47. The Company may from Time to Time create any new Shares or Stock by this Act authorized of such Amounts as shall be fixed and determined by the Resolutions of any Ordinary or Extraordinary Meetings of the Company; and such Meeting may from Time to Time (but subject to the Provisions of this Act) fix the Amounts and Times of Payment of the Calls on new Shares created under the Powers of this Act, and the Company may dispose of such Shares and Stock to such Persons and on such Terms and Conditions as the Company think fit: Provided always, that no such Stock shall be issued to any Person except upon Payment of the full nominal Value thereof: Provided also, that it shall not be necessary for the Company to apportion such new Shares or Stock amongst the then Shareholders of the Company unless so resolved at any such Meeting.

Privileges may be attached to new Shares.

48. The Company may from Time to Time, with the Sanction of Three Fifths at least of the Votes of the Shareholders present, personally or by proxy, at any Extraordinary Meeting convened with Notice of this Purpose, attach to all or any new Shares or Stock, or any Class of new Shares

Shares or Stock, created under the Powers of this Act, before the Issue thereof, any preferential, fixed, fluctuating, contingent, immediate or deferred, perpetual or terminable Dividend, and also (if the Company so think fit) any total or partial, permanent or temporary, Restriction of the Rights of voting and other Qualifications of the Holders thereof; provided that any such fixed or preferential Dividend shall not exceed the Rate of Five Pounds *per Centum per Annum* on the Amount of the Stock or on the Amount for the Time being paid upon the Shares to which the same is attached, and that all Shares or Stock of the same Class shall be of like Amount, and shall confer like Privileges, and shall bear like Dividends or Interest, and be subject to like Restrictions (if any).

Preferential Dividends not to carry Arrears beyond One Year.

49. The new Shares or Stock created under the Powers of this Act shall be entitled to the Preferential Dividend, if any, which may have been attached to them by the Company as aforesaid out of the Profits of each Year in priority to the Ordinary Shares and Stock in the Company; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such Preferential Dividend for that Year, the Deficiency shall not be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Saving existing Preference Shares.

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

New Shares how offered to existing Shareholders.

51. Any such new Shares or Stock which any such Meeting may resolve to apportion among the then Shareholders shall be offered to them by Circular given to or sent by Post addressed to each Shareholder according to his Address in the Books of the Company, or left at his usual or last known Place of Abode; and every such Offer made by Letter sent by Post shall be considered as made on the Day on which such Letter in the ordinary Course of Delivery ought to reach the Place to which it is addressed.

Vesting or other Disposition of such Shares.

52. Such last-mentioned new Shares or Stock shall vest in and belong to the then Shareholders who shall, by Writing under their Hands, accept the same, and pay the Value thereof to the Company at the Time and (as regards Shares) by the Instalments which shall be fixed by the Directors; and if any then Shareholder for One Month after such Offer of new Shares or Stock fail to accept the same, and pay in the

Case of Stock the nominal Value thereof, and in the Case of Shares the Instalments called for in respect thereof, the Directors may dispose of the same in such Manner as they may deem most for the Advantage of the Company.

Limit of Amount and Number of Calls.

53. 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.

54. 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 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 Proprietors proportioned to the Amount of such Stock, or to the whole Amount for the Time being paid up on such Shares, as the Case may be.

Qualifications, &c. for new Shares and Stock.

55. 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 same Qualifications, Rights of voting, and other Privileges as any Ordinary Shares or Stock of the Company.

Company may cancel unissued new Shares, and issue others instead.

56. If, after having created any new Shares or Stock under the Powers of this Act, the Company resolve not to issue the same, or any Portion thereof, they may cancel the new Shares or Stock to which such Resolution applies, and may from Time to Time thereafter create and issue in lieu thereof other new Shares or Stock, not exceeding the aggregate Amount of the Shares or Stock so cancelled.

Receipt for Persons under Disability.

57. 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 raise Capital under any other Act of this Session, and this Act, by new Shares of One Class.

58. If by any other Act passed in the present Session of Parliament, whether before or after the passing of this Act, the Company be authorized to raise any Capital by new Shares or Stock, then, subject to the Provisions of the other Act and this Act respectively, the Company, if they think fit, may raise, by the Creation and Issue of new Shares or Stock of one and the same Class, all or any Part of the aggregate Capital which they are by the other Act and this Act respectively authorized to raise by the Creation and Issue of new Shares or Stock.

59. The

Power to borrow on Mortgage.

59. The Company may from Time to Time raise any additional Sum, not exceeding in the whole One hundred thousand Pounds, by borrowing on Mortgage, but no Money shall be borrowed until under the Powers of this Act the said additional Capital of Three hundred thousand Pounds shall have been subscribed for or taken, 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 that additional Capital of Three hundred thousand Pounds has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Facts the Certificate of the Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

60. 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 during their Continuance, and 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.

61. All and every Part of the Monies which the Company are by this Act authorized to raised by new Shares or Stock, or on Mortgage, shall be applied to the Purposes of the Undertaking of the Company by "The New Lines Act, 1862," and by this Act authorized, and to no other Purpose.

Extending Powers for Conversion of Shares into Stock.

62. 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 Debentures, Stock, and Annuities.

63. 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 the Grant and Sale 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,*

London, Brighton, and South Coast Railway (Extensions, &c.) Act, 1863.

Brighton, and South Coast Railway Act, 1853," authorized to be borrowed.

Separate Accounts of Application of Debentures, Stock, and Annuities to be kept.

64. 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.

65. 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 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.

66. 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.

67. 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, Fares, and Charges authorized by this Act, or of the Rates for small Parcels.

Expenses of Act.

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

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