

ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

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the same Points: And whereas it is expedient to provide as herein-after mentioned with respect to the Use of such Portion of the said Railway No. 4, and the Stations, Works, and Conveniences connected therewith, by the *Crystal Palace Junction* Company, or any Company lawfully working or using their Railway: And whereas it is also expedient to provide as herein-after mentioned with respect to the Use of the Lines of the *Dover* Company between the Point of Junction at *Barrington Road* herein-after mentioned and the Junction between such Lines and the Lines of the Company at *Stewart's Lane* in the Parish of *Saint Mary Battersea* in the County of *Surrey*, and the Stations, Works, and Conveniences connected therewith: And whereas it is also expedient to provide for the Use, as herein-after mentioned, by the *Dover* Company, of Portions of the Railways numbered 1 and 2, and the whole of the Railway No. 3, by this Act authorized, as well as of the Branch Railway of the Company, from the Termination of the said Railway No. 3, to the Wharf of the Company at *Deptford*, so far as the Railways numbered 1 and 2 and 3 and that Branch Railway make One continuous Line of Railway from the Railway No. 4 to that Wharf, and the Stations, Works, and Conveniences on that continuous Line, together with the said Wharf: And whereas the making of a Railway from the *Newhaven* Branch of the *London, Brighton, and South Coast* Railway to *Seaford*, all in the County of *Sussex*, would be of public Benefit and Convenience: And whereas Plans and Sections of the Railways by this Act authorized and of other Railways, showing the Line and Levels thereof, with a Book of Reference to such Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and of the Occupiers of the Lands and Houses through which the said Railways will respectively pass, have been deposited with the Clerks of the Peace for the Counties of *Surrey* and *Sussex* in the Month of *November* last: And whereas the *London, Brighton, and South-Coast* Railway Company are willing and it is expedient that, subject to the Provisions herein-after contained, they should be authorized to construct such Parts of the said Railways shown on those Plans as are by this Act authorized, but the same 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 "The *London, Brighton, and South Coast* Railway (New Lines) Act, 1862."

8 & 9 Vict. cc. 18. and 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.

3. The

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, and 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 in this Act otherwise provided for respectively apply to all Shares and Stock created and to all Mortgages and Bonds 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 the Expression "the Company" shall mean "The *London, Brighton, and South Coast* Railway Company," and the Expression "the Railways" shall mean the several Railways, Stations, Works, and Conveniences connected therewith by this Act authorized; and in construing "The Railways Clauses Consolidation Act, 1845," in reference to this Act, the Expression "Clerks of the several Parishes in *England*" and "Parish Clerks" shall, as regards the Parish of *Saint Paul Deptford*, mean the Clerk of the District Board of Works for the District of *Greenwich*, as regards the several Parishes of *Saint Giles Camberwell* and *St. Mary Lambeth* the Vestry Clerks of the same Parishes respectively, unless there be something in the Subject or Context repugnant to such Construction.

As to Expression "Crystal Junction Company."

5. In this Act the Expression "the *Crystal Palace Junction* Company" shall mean the *Crystal Palace and South London Junction* Railway Company, and shall include the *Dover* Company, when lawfully working and using the Railway of that Company.

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

6. 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 Railway according to deposited Plans.

7. And whereas, pursuant to a Resolution of the House of Commons of the Twenty-first Day of *February* last, amended Books of Reference to the said Plans were deposited with the said Clerks of the Peace in the Month

Month of *February* last: Therefore it shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, and to the Powers of Deviation authorized by such last-mentioned Acts, to make and maintain the Railways 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 said Plans deposited in the Month of *November* last, and described in the said Book of Reference deposited in the Month of *February* last, and according to the Levels described on the said Sections; and the Company may enter upon, take, and use such of the said Lands delineated on the said Plans and described in the said last-mentioned Book of Reference as shall be necessary for all or any of such Purposes.

Description of Railways.

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

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 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 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 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 herein-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*:

A Railway (No. 5) wholly in the Parish of *Saint Mary Lambeth* in the County of *Surrey*, commencing by a Junction with the intended Railway No. 4 in a Field on the South Side of a certain new Road called *Vaughan Road* or *Avenue Road*, and terminating by a Junction with the Railway authorized by "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860," and therein designated "the City Section," in a Field on the West Side of and adjoining *Poplar Walk*:

A Railway (No. 7) from *Newhaven* to *Seaford* in the County of *Sussex*, commencing by a Junction with the *Newhaven* Branch of the *London, Brighton, and South Coast* Railway near the *Newhaven* Wharf Station, and terminating at *Seaford* in the same County adjoining a Road leading from *Seaford* to *East Blatchington*.

Railway No. 5 not to be made without Consent of Dover Company.

9. The Railway No. 5 by this Act authorized shall not be made, nor shall any of the Lands or Property of the *Dover* Company be taken and entered upon or interfered with for any Purposes of the said Railway No. 5, without the previous Consent of the *Dover* Company in Writing under their Common Seal, and then only on such Terms and Conditions as the *Dover* Company and the Company may from Time to Time agree upon.

As to Communication with another Railway.

10. The Communication between the Railway No. 4, hereby authorized, and the Railway of the *Dover* Company, shall be effected in a substantial and Workmanlike Manner by means of connection 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.

11. The Expense of the Communication hereby authorized of the Railway No. 4 with the Railway of the *Dover* Company, and of all necessary Openings in the Rails thereof, 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 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,

obstruct, or interfere with the free, uninterrupted, and safe Passage along the same.

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

12. 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 No. 4 by this Act 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 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 County Court, or other Court having by Law Cognizance of the Action.

Certain Questions with South-eastern Railway Company may be referred to Arbitration.

13. Whereas the Traffic between the Railways of the Company and the *London Bridge* Terminus of the Company is now carried over that Portion of the *London and Greenwich* Railway herein-after called the *Greenwich* Railway of the *South-eastern* Railway Company, herein-after called the *South-eastern* Company, which lies between the Junction thereof with the Railway of the Company and the said *London Bridge* Terminus, under the Provisions of an Agreement dated the Tenth Day of *July* One thousand eight hundred and forty-eight, made between the Company and the *South-eastern* Company which also provides for the Carriage of the Traffic of the *South-eastern* Company, over a Portion of the Railway of the Company: And whereas the Traffic over the said Portion of the *Greenwich* Railway and of the Railway of the Company has increased since the Date of the said Agreement, and the Traffic over the said Portion of the *Greenwich* Railway may be further increased by reason of the passing of this Act, so as to render expedient the Enlargement of the said Portion of the *Greenwich* Railway: Therefore, at any Time within Three Years after the opening of the Railways by this Act authorized, either the *South-eastern* Company or the Company may give to the other of them Notice in Writing under their respective Common Seals of their Desire to refer to Arbitration the several Questions and Matters herein-after specified, and thereupon all such Questions and Matters shall stand referred to and shall be determined by Arbitration in manner provided by the Railway Companies Arbitration Act, 1859, and as if the Two Companies had agreed to refer the same, in accordance with that Act, and the said Companies respectively shall be bound by the Award to be made

made on such Arbitration, and to give effect thereto in such Manner as such Award may prescribe.

Specifying Questions to be referred.

14. The Questions and Matters which may be referred to Arbitration by such Notices aforesaid are as follows:

1st. Whether the additional Traffic to be conveyed over the said Portion of the *Greenwich* Railway can be accommodated by the existing Lines on that Portion of the said *Greenwich* Railway:

2dly. If not, then to what Extent, and in what Manner, and by whom the said Portion of the said *Greenwich* Railway ought to be widened or enlarged, or additional Accommodation thereon provided:

3dly. Whether the Cost of such widening or Enlargement, or of such additional Accommodation, and of any Application to Parliament for Powers to execute it, shall be defrayed by the *South-eastern* Company and the Company, and in what Proportion, or wholly by One and which of the Two Companies:

4thly. All Questions and Matters incident to or consequent upon the before-mentioned Questions and Matters:

Provided always that the Arbitrator, or, as the Case may be, Arbitrators and Umpire, shall in making their or his Award have regard to the Principles and Provisions of the said Agreement of the Tenth Day of *July* One thousand eight hundred and forty-eight, and to the relative and reciprocal Rights and Obligations of both Companies under the said Agreement, and that nothing in this Act contained shall be held to affect the Rights of the said Companies under such Agreement.

Power to alter Engineering Works.

15. 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

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."

Power to Crystal Palace Junction Company and Dover Company to use a Portion of Railway No. 4 and certain other Lines Company.

16. The *Crystal Palace Junction* Company and the *Dover* Company may use and run over, with their Engines and Carriages of every Description, belonging to or employed by them respectively, and for the Purposes of Through and Local Traffic of all Kinds, such Portion of the Railway in this Act called Railway No. 4 as is situate between a Point Forty Chains, measured from the Commencement of that Railway, on the Plans of that Railway deposited for the Purposes of this Act, and the Termination of such Railway at or near to *Barrington Road*, as well as that Portion of the Railway No. 1 by this 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 this Act authorized, and also such Portion of the said Railway No. 2 as lies between the Junction thereof with the said Railway No. 1 and the Junction thereof with the Railway No. 3 by this 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, form together One continuous Line of Railway from the Railway No. 4 to that Wharf, together with all Stations, Sidings, Watering Places, Watering Engines, Turntables, Signals, Signal Posts, Telegraph Posts, and other Engines and Machinery, Platforms, Booking and other Offices, Buildings, Approach Roads, and other Works, Conveniences, and Accommodations belonging to or connected with such several Railways and Portions of Railways respectively, forming together that continuous Line, and also the Station now called the *Battersea* Station on the Company's Line, subject to such Regulations as regards such User of the said Railways and Portions of Railways forming together that continuous Line as may be agreed upon between the *Crystal Palace Junction* Company or the *Dover* Company and the Company, or in default of Agreement as shall be determined by an Arbitrator, to be appointed by the Board of Trade, on the Application of either of the Companies, and the Costs of the Arbitration shall be in his Discretion, and the Decisions of such Arbitrator shall be final and binding on both Parties; and the Company shall make and they are hereby required to make all Arrangements requisite for such User, and for giving Effect to such Regulations: Provided that neither the *Crystal Palace Junction* Company nor the *Dover* Company shall, after the Expiration of Four Years from the passing of this Act, be entitled to run over any Part of that continuous Line of Railway, unless and until at least Four Lines of Rails are laid down and opened for public Traffic on that Portion of the *Dover* Company's Metropolitan Extension Railway between the Junction therewith

therewith at or near to *Barrington Road* of the Railway No. 4, by this Act authorized, and the Junction of that Extension Railway at *Stewart's Lane* with the *West End of London and Crystal Palace* Railway, with proper and sufficient Stations, Works, and Conveniences in connection therewith.

Rates as to Traffic over Railways of Company.

17. The *Crystal Palace Junction* Company and the *Dover* Company shall fix the Fares, Rates, and Charges for all Traffic carried by them over the said Railways and Portions of Railways respectively forming together that continuous Line, and the Amount to be paid to the Company in respect of such Traffic shall be Eighty *per Cent.* of the actual Mileage Proportion of the gross Fares, Rates, and Charges so fixed as aforesaid due to the whole or any Part of the said Railways or Portions of Railways respectively forming together that continuous Line, after deducting Government Duty, such Per-centage to include the Cost of maintaining and signalling Junctions and Lines, and all Services connected with the Manning of the said Lines, Use of Stations thereon, and Conveniences connected with such Stations, and all Services of Station Clerks and Station Staff necessary for the Despatch of Business connected with such Traffic at such Stations, and proper Accounts and Vouchers relating to such Traffic shall be kept by the Companies respectively interested, and rendered to each other, and settled monthly, and the Companies interested shall respectively be entitled to inspect and verify the Accounts and Vouchers kept by each other.

Company may use a Portion of Railway of Dover Company.

18. The Company may use and run over, with their Engines and Carriages of every Description belonging to or employed by them, and for the Purposes of Through and Local Traffic of all Kinds, such Portions of the authorized Railways forming the Metropolitan Extension of the *Dover* Company as are situate between the Point of Junction with that Extension of the Railway No. 4 by this Act 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 be authorized, and the Company find it available for their Traffic, the Junction Railway at *Battersea* with the *West London Extension* Railway proposed to be authorized by a Bill promoted by the *Dover* Company, and now pending in Parliament, together with all Stations, Sidings, Watering Places, Watering Engines, Turntables, Signals, Signal Posts, Telegraph Posts, and other Engines and Machinery, Platforms, Booking and other Offices, Buildings, Approach Roads, and other Works, Conveniences, and Accommodations belonging to or connected with such Portions of the said Railways of the *Dover* Company, subject to such Regulations as regards such User of the said Portions of Railways as may be agreed upon between the *Dover* Company and the Company, or in default of Agreement as shall be determined by an Arbitrator to be appointed by

the Board of Trade, on the Application of either of the said Companies, and the Costs of the Arbitration shall be in his Discretion, and the Decision of such Arbitrator shall be binding on both Parties; and the Company shall make and they are hereby required to make all Arrangements requisite for such User, and for giving Effect to such Regulations.

Rates as to Traffic over Railway of Dover Company.

19. The Company shall fix the Fares, Rates, and Charges for all Traffic carried by them over the said Portions of Railway of the *Dover* Company; and the Amount to be paid to the *Dover* Company in respect of such Traffic shall be Eighty *per Cent.* of the actual Mileage Proportion of the gross Fares, Rates, and Charges so fixed as aforesaid due to the whole or any Part of the said Portions of Railways of the *Dover* Company, less Government Duty, such Per-centage to include the Cost of maintaining and signalling Junctions and Lines, and all Services connected with the Manning of the Lines, Use of Stations thereon, and Conveniences connected with such Stations, and all Services of Station Clerks and Station Staff necessary for the Despatch of Business connected with such Traffic at such Stations; and proper Accounts and Vouchers relating to such Traffic shall be kept by the Companies respectively interested, and rendered to each other, and settled Monthly; and the Companies interested shall respectively be entitled to inspect and verify the Accounts and Vouchers kept by each other.

As to Terms of User of Wharf at Deptford.

20. The *Dover* Company shall have the User of the Company's Wharf at *Deptford* for Goods Traffic of all Descriptions, and shall pay to the Company such Wharfage Charges only as from Time to Time shall be demanded and received by the Company from any other Company or Person using the said Wharf under like Circumstances.

As to Cesser of Dover Company's Powers over West End and Crystal Palace Line.

21. On the opening for public Traffic of the Metropolitan Extensions of the *Dover* Company from *Beckenham* to *Stewart's Lane* Junction, and also to the South Side of the *Thames* at *Blackfriars*, the Sixteenth Section of the *East Kent* Railway (Western Extension) Act, 1858, (so far as it relates to the *West End of London and Crystal Palace* Railway,) shall be and the same is hereby repealed, and the Agreement of the Twelfth Day of *April* One thousand eight hundred and fifty eight, referred to in such Section, and also the Agreement of the Second Day of *April* One thousand eight hundred and fifty-nine, made between the said *Dover* Company, by their then Name of the *East Kent* Railway Company, and the said *West End of London and Crystal Palace* Railway Company, set forth in the Schedule to the *West End and Crystal Palace* Railway (Transfer of *Farnborough* Extension and Dissolution of Company) Act, 1860, respectively, so far as those Agreements respectively relate to the running over and using of the *West End of London and Crystal Palace* Railway,

Railway, and the Stations and Works connected therewith, and the providing of Accommodation, and all Matters relating thereto, but not further or otherwise, shall be, as to all then future Operation thereof, null and void, but without Prejudice to all then existing Claims and Demands of the Company and the *Dover* Company respectively against each other, and to the Settlement of all Accounts between them then unsettled, and also without Prejudice to all Matters relating to any Part of the *Farnborough* Extension Railway, or any Accounts, Payments, Claims, or Demands connected therewith, and also without Prejudice to the Agreements of *July* Fifteenth, One thousand eight hundred and fifty-four, *January* First, One thousand eight hundred and fifty-seven, and *June* Twenty-third, One thousand eight hundred and fifty-seven, referred to in that Agreement of the Second of *April* One thousand eight hundred and fifty-nine, and all Matters connected therewith.

As to working of Traffic on certain Lines.

22. In order to secure 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 is proposed that an intended Line of Railway of the *Crystal Palace Junction* Company shall form a Junction with the Railway No. 4, by this Act authorized, and over which several Lines between those Two Points the Company, the *Crystal Palace Junction* Company, and the *Dover* Company are by virtue of this Act to have Rights of User, and also in order to secure the impartial Booking and Conduct of the Traffic of the said Three Companies thereon between those Two Points, all the Arrangements for the Order and precedence of Trains on those Lines of Railway between those Two Points, including the Question, if the same shall arise, of separate Appropriation to the *Dover* Company and the Company respectively of Lines of Rails on the Railways between those Two Points, shall from Time to Time be agreed upon between the General Manager for the Time being of the *Dover* Company, and the Traffic Manager for the Time being of the Company, and in default of such Agreement the Arrangements shall be from Time to Time submitted by such Managers, and may be submitted by either of them, to and be determined by an Arbitrator to be agreed upon between them, or in default of Agreement by an Arbitrator, to be, on their or either of their Application, appointed by the Board of Trade.

Power to use a Portion of West End and Crystal Palace Railway of Brighton Company.

23. From and after the opening for public Traffic of the Metropolitan Extensions of the *Dover* Company from *Beckenham* to *Stewart's Lane Junction*, and also to the South Side of the *Thames* at *Blackfriars*, the *Dover* Company may use and run over, with their Engines and Carriages of every Description, belonging to or employed by them, and for the Purposes

poses of Traffic of all Kinds passing between the present Station at *Beckenham* and the *Crystal Palace* Main Line Station on the *West End of London and Crystal Palace* Railway, such Portion of the *West End of London and Crystal Palace* Railway of the Company as lies between the Junction therewith of the *Farnborough* Extension Line of the *Dover* Company and the *Crystal Palace* Main Line Station on the said *West End of London and Crystal Palace* Railway, together with the said Station, and the Sidings, Watering Places, Watering Engines, Turntables, Signals, Signal Posts, Telegraph Posts and other Engines and Machinery, Platforms, Booking and other Offices, Buildings, Approach Roads, and other Works, Conveniences, and Accommodations belonging to or connected with that Portion of the said *West End of London and Crystal Palace* Railway.

Rates as to Traffic on such Portion of West End and Crystal Palace Railway.

24. The *Dover* Company shall fix the Fares, Rates, and Charges for Traffic of all Descriptions carried by them over the said Portion of the *West End of London and Crystal Palace* Railway, and the Amount to be paid to the Company in respect of such Traffic shall be Eighty *per Centum* of the actual Mileage Proportion of the gross Fares, Rates, and Charges so fixed as aforesaid due to the whole of that Portion of Railway, after deducting Government Duty, such Per-centage to include the Cost of maintaining and signalling the said Portion of Railway, and all Services connected with the Manning thereof, and Use of the said Station thereon and Conveniences connected with such Station, and all Services of Station Clerks and Station Staff necessary for the Despatch of Business connected with such Traffic at such Station, and proper Accounts and Vouchers relating to such Traffic shall be kept by the *Dover* Company and the Company respectively, and rendered to each other, and settled monthly, and those Companies shall respectively be entitled to inspect and verify the Accounts and Vouchers kept by each other.

None of the Companies to demand more than their maximum Tolls.

25. Nothing in this Act contained shall authorize the *Crystal Palace Junction* Company, the *Dover* Company, or the Company to demand or take any Rates, Tolls, Fares, or Charges exceeding the maximum Rates, Tolls, Fares, and Charges which the respective Companies are authorized by their respective Acts to demand and take.

As to Interchange of Traffic between Beckenham and Norwood Junction Station.

26. The *Dover* Company shall at all Times hereafter run between *Beckenham* and the *Norwood* Junction Station of the Company such a Number of Trains as, having regard to the Convenience of the Public, shall be reasonable, for the Interchange of Traffic between Stations on the Railways of the *Dover* Company and the *Mid-Kent* Railway Company respectively and the *Norwood* Junction Station of the Company and Stations on the Company's Railways Southward of their *Norwood* Junction

Junction Station, and the Number of such Trains, and a System of Through Booking for all Traffic to be so interchanged shall from Time to Time be agreed upon between the General Manager for the Time being of the *Dover* Company and the Traffic Manager for the Time being of the Company; and for the Purpose of such Interchange of Traffic the *Dover* Company shall have the Right to use and run over, with Engines and Carriages of every Description, belonging to or employed by them, the existing Branch or Spur Line of Railway of the Company between the *Farnborough* Extension Line of the *Dover* Company and so much of the said *Norwood* Junction Station as is appropriated for the Purposes of that Branch or Spur Line, and the Sidings, Watering Places, Booking Offices, and all other Conveniences connected with the same respectively; and the Terms of Payment for such User for the Traffic passing between the System of Railways of the *Dover* Company East of *Beckenham* and the *Norwood* Junction Station, and the Rates and Charges for Through Booking of Traffic between the said System of the *Dover* Company and of the Company as aforesaid, shall be agreed upon between the said Managers for the Time being; and all Profits made or Losses incurred in working the Trains between *Beckenham* and the said *Norwood* Junction Station for the Local Traffic shall be borne in equal Shares by the Company and the *Dover* Company, and proper Accounts and Vouchers relating to those several Matters shall be kept by the Company and the *Dover* Company respectively, and rendered to each other, and settled monthly, and those Companies shall respectively be entitled to inspect and verify the Accounts and Vouchers kept by each other.

Restriction as to Lands of Grand Surrey Docks and Canal Company.

27. The Company shall not, without the previous Consent in Writing of the *Grand Surrey* Docks and Canal Company, enter upon, take, or use for the Purposes of the Railway No. 1 any of the Lands or other Property of the *Grand Surrey* Docks and Canal Company numbered on the deposited Plans 49 in the Parish of *Saint Paul Deptford* within the Distance of Six Feet from the Water's Edge on the Southernmost Side of the *Grand Surrey* Canal, and shall not for the Purposes of the Railway No. 2 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.

No lateral Deviation of the Railway in crossing the Grand Surrey Canal, without Consent.

28. The Company shall not, in crossing the *Grand Surrey* Canal or any of the Lands of the *Grand Surrey* Docks and Canal Company, make, without the previous Consent in Writing of the last-mentioned Company, any lateral Deviation from the Centre Line of Railway as shown by the deposited Plans and Sections to any Extent exceeding Ten Yards on either Side of such Centre Line.

Bridge to carry Railway No. 2 over Grand Surrey Canal.

29. In carrying the Railway No. 2 over the *Grand Surrey* Canal the Company shall, to the reasonable Satisfaction of the Engineer of the *Grand Surrey* Docks and Canal Company, make and for ever after maintain in perfect Repair a good and substantial Beam or Flat Bridge, with all proper Fences and Approaches thereto respectively, and with good and substantial Camp Sheetings or Walls along the Banks of the Canal where interfered with by the Company, and the Height of such Bridge in every Part thereof shall be not less than Ten Feet Six Inches in the Clear above the Top-water Level of the Canal, and the Space between the Piers or Piles of such Bridge shall be such as shall leave not less than Forty-two Feet in the Clear at Right Angles with the Canal, including the Waterway and the Towing-path thereof, such Bridge to be made and for ever maintained by the Company so as to allow of not less than Thirty-six Feet for the Width of the Waterway and of not less than Six Feet for the Width of the Towing-path, and the Works of the Company requisite for contracting the Waterway to the Width of not less than Thirty-six Feet shall be made and maintained by the Company on such Side of the Canal and in such Place or Places as shall be determined by the Engineer of the *Grand Surrey* Docks and Canal Company, and shall be made and maintained by the Company with splayed Wings or Retaining Walls in such Manner as that the Waterway to the Extent of not less than Fifty Feet on each Side of such Bridge may be gradually and not abruptly contracted to the said Width of not less than Thirty-six Feet, and such splayed Wings or Retaining Walls shall be filled and levelled up with good and sufficient Materials to the reasonable Satisfaction of the said Engineer.

Additional Bridges on both Sides of Grand Surrey Canal.

30. And whereas the Railway No. 2 will interfere with the Accesses for Carriages along the Banks of the *Grand Surrey* Canal; Therefore the Company, in addition to the Bridge for crossing the Canal, shall make and for ever thereafter maintain at the crossing of the Canal by the Railway on each Side of the Canal, and on or immediately adjoining the Banks thereof, a good and substantial Beam or Flat Bridge of not less than Sixteen Feet in the Span, and of not less than Thirteen Feet in Height in the Clear in every Part, and with proper Accesses thereto, with Gradients not steeper than One in Twenty, each such Bridge, and the Accesses, Works, and Conveniences thereof, to be made and each such Bridge to be maintained to the reasonable Satisfaction of the Engineer of the *Grand Surrey* Docks and Canal Company.

Sites of Canal, &c. under Bridges, &c., to be vested in the Docks and Canal Company.

31. Notwithstanding anything in this Act contained, the Sites of the Canal Towing-path, Side Drains, and Land of the *Grand Surrey* Docks and Canal Company under and adjoining the Bridge to be made and maintained for carrying the Railway No. 2 over the Canal, and under and adjoining the additional Bridge to be made and maintained on each Side

Side of the Canal, as herein-before provided, shall, except the *Grand Surrey* Docks and Canal Company otherwise consent in Writing, continue vested in the *Grand Surrey* Docks and Canal Company; and the Company shall, at their own Expense, grant to the *Grand Surrey* Docks and Canal Company the exclusive Right of Way under any additional Bridge to be made and maintained on each Side of the Canal as aforesaid as shall not be made upon Land now the Property of the *Grand Surrey* Docks and Canal Company: Provided always, that if the Company shall, wholly or partially, on the Lands and for the Accommodation of any other Person, construct either of the additional Bridges on the Side of the Canal of a greater Width than Sixteen Feet, they shall grant to the *Grand Surrey* Docks and Canal Company the exclusive Right of Way for a Space of Sixteen Feet at least on the Side nearest to the Canal, and for the whole Length of such Bridge, and shall well and sufficiently fence off such Space and the Approaches thereto to the reasonable Satisfaction of the said Engineer, and for ever thereafter maintain such Fences in Repair.

Protection of Canal during Construction of Works, and Tunnels for Side Drains to be provided.

32. During the making and executing of such Bridges and other Works, and the necessary Repairs and Renewals thereof respectively, the Company shall at all Times leave an open and uninterrupted navigable Waterway in the *Grand Surrey* Canal of not less than Nineteen Feet in Width, and an open and uninterrupted Passage of not less than Ten Feet in Height from the Top-water Level of the Canal, and an open and uninterrupted Passage of not less than Five Feet in Width for the Towing-path of the Canal; and wherever the Railway No. 2 shall cross or be carried over or along or otherwise interfere with the Side Drains of the Canal, the Company shall make and for ever thereafter maintain good and sufficient Brick Culverts or Cast-iron Cylinders of not less than Three Feet in Diameter on a proper Level and in the Line or Direction of such Side Drains, so as to admit of the free Course of the Water through the same.

Railway and Works in connection with Canal to be completed in Twelve Months after Commencement.

33. The Railway No. 2 and Bridges and Works by this Act authorized or directed to be made over the Canal or Lands of the *Grand Surrey* Docks and Canal Company, or otherwise in connexion therewith respectively, shall be made, constructed, and completed, to the reasonable Satisfaction of the Engineer of the last-mentioned Company, not later than Twelve Months after the Commencement of such Works, unless the *Grand Surrey* Docks and Canal Company otherwise in Writing consent.

Company to make good Damage to Property of Grand

34. The Company shall make good all Damage that may be occasioned to the Works or Property of the *Grand Surrey* Docks and Canal Company by the Construction, Renewals, or Repairs of any of the Railways,

Surrey Docks and Canal Company.

ways, Bridges, or Works by this Act authorized or directed to be made; and if for Seven Days after Notice in Writing given to the Company by the *Grand Surrey* Docks and Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the *Grand Surrey* Docks and Canal Company may, if they think fit, make good the same, and the Amount expended by them in so doing shall be paid to them by the Company: Provided always, that in any Case of pressing Necessity the *Grand Surrey* Docks and Canal Company may proceed to make good such Damage without giving such Notice as aforesaid.

Company to pay for Stoppage to the Navigation of the Canal.

35. If, by reason of the Execution of any of the Works by this Act authorized or directed, or by reason of the Want of Repair of any such Works, it shall happen that the said Canal, Towing-paths, Banks, or Side Drains shall be so obstructed that Vessels, Boats, or Barges, or the Horses drawing the same, shall not be able freely to pass along the said Canal or Towing-paths as heretofore, the Company shall pay to the *Grand Surrey* Docks and Canal Company, as Damages, Fifty Pounds for every Day during which such Obstruction shall continue.

In case Bridge, &c. be out of repair, Canal Company may repair, and recover Amount for the same.

36. In case the Bridge over the Canal, or any Works connected therewith, or by this Act required to be done for the Protection of the Property or Rights of the *Grand Surrey* Docks and Canal Company, shall be out of Repair, then and in every such Case it shall be lawful for the Canal Company to make all needful Repairs, and to recover the Costs and Expenses attending the same from the Company as Damages.

Provisions of a former Act that Company to form a Space to admit of Communication with the Grand Surrey Canal, saved.

37. Nothing in this Act shall repeal or otherwise alter or affect the Provisions of the Seventeenth Section of an Act relating to the Company, intituled *An Act for making a Railway from* Croydon *to join the* London and Greenwich *Railway near* London: Provided always, that nothing in that Section contained shall oblige the Company to maintain the Works therein referred to for a greater Length than Two hundred Feet immediately Southward of the present Boundary of the *Grand Surrey* Docks and Canal Company's Property.

Plans of Bridge to be approved of by Engineer of Canal Company.

38. Plans of the said intended Bridge and of the Abutments and Works connected therewith, so far as the same may affect the said Canal, shall, before the Commencement of the Bridge and Works, be deposited at the Office of the *Grand Surrey* Docks and Canal Company, and the said Works shall not be commenced until the said Plans shall (subject as after mentioned) have been approved of by the Chief Engineer for the Time being of the last-mentioned Company: Provided always, that if such Engineer shall object to the same, or shall not signify his Approval within Twenty-one Days after such Deposit, the Plan upon which such Bridge and Works shall be constructed shall be decided by the Board of Trade,

Trade, or by an Umpire to be appointed by them, whose Decision shall be final.

Saving Rights of Grand Surrey Docks and Canal Company.

39. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, alter, or affect any of the Rights, Privileges, Property, Powers, or Authorities of the *Grand Surrey* Docks and Canal Company, or of any of their Officers or Servants, or authorize the Company to alter the Line, Level, or Depth of the *Grand Surrey* Canal, or the Line or Level of any of the Towing-paths, Banks, Roads, or Works thereof, or to injure any of the Works of the *Grand Surrey* Docks or Canal, or to obstruct or impede the Navigation or User thereof.

As to the Surrey and Sussex Roads.

40. The Company shall not, in carrying the Railway over the Turnpike Road numbered 133 upon the deposited Plans in the Parish of *Saint Giles Camberwell* in the County of *Surrey*, or under the Turnpike Road at *Denmark Hill* numbered 627 upon the deposited Plans in the said Parish of *Saint Giles* aforesaid, alter the present Level of these Roads or any Part thereof respectively, and the present Width of such Turnpike Road shall not be lessened.

Size and Dimensions of Bridge.

41. The Bridge or Viaduct for the Purpose of carrying the Railway over the Road numbered 133 aforesaid shall have a clear Height thereunder of not less than Sixteen Feet over the whole Space of the Carriageway, and shall have Parapet Walls or Screens on each Side of the Railway of not less than Six Feet Six Inches in Height above the Surface of the Railway, and from the Four Ends of the said Two Parapet Walls of such Bridge or Viaduct the Company shall make Four Screen Walls or Close Fences, all of which shall be at least One hundred Feet in Length, and which Screens shall be of the same Height as the said Parapet Walls respectively, and the Company shall relay and make good, to the reasonable Satisfaction of the Surveyor, all the Drains of the Roads which may be interfered with by the Company, and all such Works shall be done by and at the Expense of the Company.

Precaution during Works.

42. The Company shall, at their own Expense, do all such Things, in the way of lighting, watching, and fencing, and take all such other precautionary Measures during the Progress of the proposed Works of the Company connected with the said Roads, as are requisite for the public Safety and Convenience, and the Protection of the Roads and of the Travellers thereon, and shall, as between the Company and the Trustees, be answerable for all Accidents and Damage happening by reason or in consequence of any such Works of the Company.

Traffic on the Road not to be stopped during Works.

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

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

44. No Works of the Company connected with the said Roads shall be begun under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to begin such Works shall have been delivered to the said Surveyor; and the opening of the said Roads or either of them for the Purpose of making the Railway and Works, and the remaking of such Roads, and all other Works of every Description connected with these Roads, at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the reasonable Satisfaction of the Surveyor of the said Trustees.

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

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

Company to make good Damage to Roads.

46. If, in the Execution of any of the Works, the Company do or cause any Injury or Damage to the said Roads or any of them or any Part thereof respectively, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with either of the said Roads, and do not forthwith proceed to repair and make good such Injury or Damage, so as to restore the same respectively to as good State as the same were in before such Damage or Injury was done, to the reasonable Satisfaction of the said Surveyor, then and in such Case the Surveyor may make all such Repairs; and the reasonable Expenses of such Repairs shall be paid by the Company to the Trustees, on Demand in Writing, or in default of Payment for Twenty-one Days after

after such Demand the same may be recovered by the Trustees from the Company in any County Court or other Court having by Law Cognizance of the Action.

Alterations, with Consent of Road Trustees.

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

As to the New Cross Turnpike Road.

48. The Company shall not, in carrying the Railway No. 1 over the *New Cross* Turnpike Road numbered 12 upon the deposited Plans in the Parish of *Saint Giles Camberwell* in the County of *Surrey*, and also numbered 73 upon the said Plans in the Parish of *Saint Paul Deptford* in the said County of *Surrey*, alter the present Level of these Roads or any Part thereof respectively, and the present Width of such Turnpike Roads shall not be lessened.

Size and Dimensions of Bridges.

49. The Bridge or Viaduct for the Purpose of carrying the Railway over the said *New Cross* Turnpike Road shall have a clear Height thereunder of not less than Sixteen Feet over the whole Space of the Carriageway, and shall have Parapet Walls or Screens on each Side of the Railway of not less than Six Feet Six Inches in Height above the Surface of the Railway, and from the Four Ends of the said Two Parapet Walls of such Bridge or Viaduct the Company shall make Four Screen Walls or Close Fences, all of which shall be at least One hundred Feet in Length, and which Screens shall be of the same Height as the said Parapet Walls respectively, and the Company shall relay and make good, to the reasonable Satisfaction of the Surveyor, all the Drains of the Roads which may be interfered with by the Company, and all such Works shall be done by and at the Expense of the Company.

Precaution during Works.

50. The Company shall, at their own Expense, do all such Things in the Way of lighting, watching, and fencing, and take all such other precautionary Measures, during the Progress of the proposed Works of the Company connected with the said *New Cross* Turnpike Roads as are requisite for the Public Safety and Convenience, and the Protection of the Roads and of the Travellers thereon, and shall, as between the Company and the Trustees, be answerable for all Accidents and Damage happening

happening by reason or in consequence of any such Works of the Company.

Traffic on the Road not to be stopped during Works.

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

Works connected with New Cross Turnpike Road to be made under the Superintendence of Road Surveyor.

52. No Works of the Company connected with the said *New Cross* Turnpike Road shall be begun under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to begin such Works shall have been delivered to the said Surveyor; and the opening of the said Road for the Purpose of making the Railway and Works, and the re-making of such Road, and all other Works of every Description connected with the Road, at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the reasonable Satisfaction of the Surveyor of the said Trustees.

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

53. The Company shall finish and complete, to the reasonable Satisfaction of the Trustees of the said *New Cross* Turnpike Road or their Surveyor for the Time being, the said Bridge, Parapet Walls, Screen Walls, Fences, and all other Works and Things by this Act required to be made or done by the Company in connection with the said Road, and restore and give to the Public the full Use of the Carriageway within Six Calendar Months after the Day on which the Road shall be first broken up or interfered with, or the Use thereof by the Public in any way interrupted or made less convenient than heretofore, or within such extended Time as may be agreed upon between the said Trustees and the Company.

Company to make good Damage to Roads.

54. If in the Execution of any of the Works the Company do or cause any Injury or Damage to the said *New Cross* Turnpike Road, or any Part thereof, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with the said Roads, and do not forthwith proceed to repair and make good such Injury or Damage so as to restore the same to as good State as the same were in before such Damage or Injury was done, to the reasonable Satisfaction of the said Surveyor, then and in such Case the said Surveyor may make all such Repairs, and the reasonable Expenses of such Repairs shall be paid by the

the Company to the Trustees, on Demand in Writing, or in default of Payment for Twenty-one Days after such Demand the same may be recovered by the Trustees from the Company in any County Court or other Court having by Law Cognizance of the Action.

Alteration with Consent of Road Trustees.

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

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

56. And whereas the Railways by this Act authorized will cross 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 connection 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.

 57. Pro-

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

57. 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.

Dimensions of certain Bridges in Lambeth.

58. Where the Railway is made across and over any of the following Thoroughfares in the Parish of *Saint Mary Lambeth* it shall be made there, and shall thenceforth be maintained, by the Company, by means of Bridges, with Arches or Girders of a Span sufficient to leave clear the full Width of the present Road and Footpath, and with a Headway of clear Height of Sixteen Feet.

No. on deposited Plan.	Name of Thoroughfare.
151 } on Railway No. 4. 161 }	Loughborough Park Road. Cold Harbour Lane.

Provided always, that the Company shall not be bound to make any such Bridge, Arch, or Girder of a Span exceeding Fifty Feet on the Square.

Parapet Walls, &c. to Bridges.

59. The Bridges shall have Parapet Walls on each Side of the Railway of not less than Six Feet Six Inches in Height above the Level of the Rails, and from the Ends of the Two Parapet Walls of the Bridges the Company shall make Four Screen Walls or Fences, all of which shall be at least One hundred Feet in Length, along the Sides of the Railway or Road, and shall carry all Screen Walls and Fences to the same Height with the Parapet Walls respectively, that is to say, Six Feet Six Inches above the Level of the Rails.

Provisions as to Poplar Walk at Lambeth.

60. The Company may carry the Railways Nos. 4 and 5 across the Footpath called *Poplar Walk* numbered 133 in the Parish of *Saint Mary Lambeth* on the deposited Plans aforesaid on the Level thereof, in accordance with the deposited Sections: Provided always, that if at any Time hereafter *Poplar Walk* aforesaid shall be widened into a Carriage Road the Company shall thereupon carry *Poplar Walk* so widened

widened over or under the Railway by means of a Bridge or Arch, instead of the said level Crossing. Such Bridge or Arch shall be built in conformity with the Regulations of the Fiftieth Section of "The Railways Clauses Consolidation Act, 1845," applicable to public Carriage Roads.

Company to restore Streets in the Parish of Lambeth.

61. The Company shall not break up or disturb any Street or Place under the Control or Direction of the Parish of *Saint Mary Lambeth*, or the Pavement thereof, unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Surveyor of the Vestry, or left for him at his Office; and when the Company shall break up or disturb any such Street, Place, or Pavement, they shall, so soon as the Works affecting it are completed, and at the furthest within Three Months from the Day on which those Works were begun, restore the Street, Place, or Pavement to as good Condition as it was when it was broken up or disturbed, and, if so required by the Vestry, under the Superintendence and to the reasonable Satisfaction of their Surveyor, and shall keep the same in repair for Three Months thereafter; and if the Company fail to restore the Street, Place, or Pavement within the prescribed Three Months the Vestry may restore the Street, Place, or Pavement, at the Expense of the Company, who shall repay the same to the Vestry.

Vestry Rights saved.

62. 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.

As to crossing Roads in Camberwell.

63. Where the Railway is made across and under the following Roads in the Parish of *Saint Giles Camberwell* on the Plans deposited as aforesaid, the Bridges for carrying such Roads over the said Railway shall be made and thenceforth be maintained by the Company with a clear Width, between the Parapets thereof of not less than the Width following; that is to say,

No. on deposited Plan.	Name of Thoroughfare.	Width between Parapets.
584, 611, 627 } On Railway No. 4	Camberwell Grove -	45 Feet.
	Grove Lane - -	40 Feet.
	Denmark Hill -	Full Width of Road and Pathways.

Dimensions of Bridges at Camberwell.

64. Where the Railway is made across and over any of the following Thoroughfares in the Parish of *Saint Giles Camberwell*, it shall be made there, and shall thenceforth be maintained by the Company, with Arches

or

or Girders of the clear Span following, and with a Headway of the clear Height following; that is to say,

No. on deposited Plans.	Name of Thoroughfare.	Span.	Headway.
12, 133 } On Railway No. 1	Old Kent Road -	Full Width of Road and Pathways.	16 Feet.
	Queen's Road -		
147 } On Railway No. 4	Slough Lane - -	40 Feet - -	15 Feet.
440	Gordon Road - -	40 Feet - -	15 Feet.
458, 460	The Braid, The Cow Lane — One Arch	40 Feet - -	15 Feet.
472	Rye Lane - -	40 Feet - -	16 Feet.

And that such Bridges shall be Flat Iron Girders, unless otherwise agreed to by the Vestry of the said Parish, and shall be made watertight as far as practicable.

Station to be made at Peckham.

65. The Company shall, before the opening of the Railway (No. 4), construct at or near to the *Queen's Road, Peckham*, a suitable Station for Passenger Traffic.

For Protection of Sewers of Metroplitan and other Boards.

66. 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 prejudicially 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 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 prejudicially affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work 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 Directions and Regulations of the respective Board or Vestry in the Execution of the said Works, and shall provide, by new, altered, or substituted Works, in such Manner as such Board or Vestry may deem necessary, 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, 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 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 Boards and Vestry respectively 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 or to be vested in the said Boards and Vestries or any of them, or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Company not to acquire certain Properties without Consent.

67. 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 109, 114, and 115 on the deposited Plans.

Land for extraordinary Purposes.

68. It shall be lawful for the Company to purchase, by Agreement, and not compulsorily, for the extraordinary Purposes as defined in "The Railways Clauses Consolidation Act, 1845," any Quantity of Land not exceeding Six 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.

69. 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.

70. The Railways shall be completed within Three 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.

Saving Rights of the Dover Company.

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

Not to deviate Southward of Centre Line on Portion of Railway at Newhaven without Consent of Admiralty.

72. Where the Limits of Deviation defined on the Plans of the Railway No. 7, from *Newhaven* to *Seaford*, pass into and along the Centre of the *Tide Mill* Creek on the East Side of the Harbour of *Newhaven*, the Railway and other Works shall not deviate Southward of the Black continuous Centre Line of Way marked on the Plans deposited at the Admiralty without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only in such Manner as may be mentioned in any such Consent.

If Deviation made without Consent, Admiralty may abate same, at Expense of Company.

73. If any Deviation which requires the previous Consent of the said Lord High Admiral or the said Commissioners be made without such Consent, it shall be lawful for the said Lord High Admiral or the said Commissioners to abate every such Deviation or any Part thereof, and the Cost of every such Abatement shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Admiralty may order a local Survey, at Expense of Company.

74. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company by this Act authorized in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting tidal Waters abandoned may be removed by Admiralty, at Expense of Company.

75. If any Work to be constructed by the Company under the Authority of this Act in, under, over, through, or across any tidal Water or navigable River, or if any Portion of any such Work which affects or may affect any such Water or River or Access thereto shall be abandoned, or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and if not paid, upon Demand, may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be

be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Dividends suspended if Railways not opened within Period limited.

76. 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 from the Expiration of that Period it shall not be lawful for the Company to declare or pay any Dividend on the ordinary Capital of the Company until those Railways shall have been completed and opened for public Traffic.

New Works to be Part of Undertaking.

77. The Railways and Works by this Act authorized to be constructed by the Company 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.

78. 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.

79. The Company may from Time to Time 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 and forty thousand Pounds.

Amount of Shares, &c.

80. 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.

Privileges may be attached to new Shares.

81. 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 or Stock, created under the Powers of this Act, before the

Issue

Issue thereof, and preferential, fixed, fluctuating, contingent, 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.

82. 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.

83. 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 Share-holders.

84. Any such new Shares or Stock which may be apportioned by the Orders of any such Meeting 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 in 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.

85. Such last-mentioned new Shares or Stock shall vest in and belong to the then Shareholders or Proprietors of Stock 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 or Proprietor of Stock for One Month after such Offer of new Shares

or

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.

86. 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.

87. 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.

88. 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.

89. 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.

90. 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.

91. The Company may from Time to Time raise any additional Sum, not exceeding in the whole One hundred and thirteen thousand Pounds, by borrowing on Mortgage or Bond; but no Money shall be so borrowed until, under the Powers of this Act, the said additional Capital of Three

hundred and forty 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 the said additional Capital of Three hundred and forty 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 are legally liable.

Priority of existing Mortgages.

92. 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.

93. 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 or Bond, shall be applied to the Purposes of the Undertaking of the Company authorized by this Act.

Extending Powers for Conversion of Shares into Stock.

94. 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, or Conversion of Debt into Debentures, Stock, and Annuities.

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

Separate Accounts of Application of Deben-

96. The Company shall keep accurate and separate Accounts of the Amount of Debenture Stock and Annuities from Time to Time created

and

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.

ture Stock and Annuities to be kept.

97. For the Purposes of the Tolls, Rates, and Charges to be taken thereon respectively, the Railways Nos. 1, 2, 3, 4, and 5 respectively by this Act authorized shall be deemed Part of the Railway authorized by an Act passed in the Fifth Year of the Reign of His late Majesty King *William* the Fourth, intituled, *An Act for making a Railway from* Croydon *to join the* London and Greenwich *Railway near* London, and the Railway No. 7 by this Act authorized shall be deemed Part of the *Seaford and Newhaven Branch* Railway authorized by an Act passed in the Ninth Year of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act for making Railways from the* Brighton, Lewes, and Hastings *Railway to* Eastbourne, *to* Hailsham, *and to* Seaford *and* Newhaven, *and certain Deviations from the Line of the said Railway, all in the County of* Sussex: 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 an Act passed in the Ninth and Tenth Years of the Reign of Her present Majesty Queen *Victoria*, intituled *An Act to consolidate and unite the* London and Brighton *and the* London and Croydon *Railway Companies, and the Undertakings belonging to them.*

Tolls.

98. 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 *London, Chatham, and Dover* Railway Company, and the *South-eastern* Railway Company, (herein-after called "the Six Companies,") or any or either of the Six Companies, on the other Part, may from Time to Time enter into and carry into effect, vary, determine, and renew Contracts or Arrangements with respect to the following Purposes or any of them; (that is to say,)

Power to enter into Traffic Arrangements with other Companies.

The using by the Six Companies or any One or more of them, either jointly with the Company or separately, of the Railways or either of them, or any Parts thereof respectively, or of the existing authorized or intended Railway and Works of the other or others of such Companies, or of any Part or Parts thereof, and the Works and Conveniences belonging thereto respectively so far as may be necessary for the Purpose of conveying Traffic between the Railways of the said Six Companies or either of them and the Railways of the Company, by means of the Railways by this Act authorized;

The forwarding, Interchange, Collection, Conveyance, and Delivery by the Six Companies or any One or more of them, either jointly with the Company or separately, of the whole or any Part of such

Traffic

Traffic upon the Railways or either of them, or any Parts thereof, or upon the existing authorized or intended Railway and Works of the others or other of such Companies, or upon any Part or Parts thereof respectively:

The fixing, Appropriation, Collection, taking, and levying of the Tolls, Rates, and Charges:

The Division and Apportionment between the said Companies of such Traffic, and of the Receipts arising from the Traffic thereon, or any Part thereof respectively, the Payment or Deduction of any Contribution, Rent Annual, or gross Sum, or other Consideration to be paid or allowed by either of the said Companies to the other of them:

The Employment of Officers and Servants, and all Matters which the contracting Companies may consider incidental to the Objects aforesaid:

And (subject to the Provisions of this Act) any such Agreement may be made for the same Period of Time, with reference to all the Objects aforesaid, or for different Periods with reference to different Objects.

Not to affect Persons not Parties thereto.

99. No such Contract or Arrangement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract or Arrangement, be entitled to the Use and Benefit of the Railways to which the same may relate upon the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as they would have been in case no such Contract or Arrangement had been entered into.

Contract or Arrangement to be approved by Board of Trade.

100. Any such Contract or Agreement (except such Contracts as might be made under the Powers of "The Railways Clauses Consolidation Act, 1845," incorporated with this Act,) shall not have any Operation or Effect unless and until the same shall have been submitted to and approved of by the Board of Trade; and the Board of Trade shall not approve of any such Contract or Agreement unless the same has been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each Company, Party thereto, specially convened with Notice of this Purpose.

Meeting how to be convened.

101. Such Meeting shall be called by Advertisement inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, and in some Newspaper of the County in which the principal Office of the Company convening the Meeting is situate, the last of which

which Advertisements shall be published not less than Seven Days before such Meeting.

Board of Trade may modify Contract or Arrangement.

102. Provided always, That it shall be lawful for the Board of Trade, on the Expiration of every Ten Years from the Commencement of any such Contract or Arrangement, (except Contracts under "The Railways Clauses Consolidation Act, 1845," as aforesaid,) or on the Expiration of any Ten Years from the Period when any Revision thereof shall be made by them, if they think the Interests of the Public so require, to cause the same to be revised; and the Board of Trade shall have Power to modify the same in such Manner as the Board may think necessary for the Public Benefit, and to declare such Modification to be Part of such Contract, and the same shall be read and take effect accordingly.

Notice of Revision of Contract.

103. The Company, previous to the Expiration of each such decennial Period, shall give such public Notice as the Board of Trade may prescribe that that Board has such Power, and is about to enter on such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Contract.

Interest not to be paid on Calls paid up.

104. 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.

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

105. 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.

106. 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

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.

Saving Rights of Principal Secretary of State for the War Department.

107. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent, signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the said Company.

Saving Rights of the Crown.

108. Nothing contained in this Act or in any of the Acts herein referred to shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights, of whatsoever Nature, belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty first had and obtained for that Purpose, (which Consent such Commissioners are hereby respectively authorized to give,) neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

Expenses of Act.

109. 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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