ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

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Cap. cciv.

An Act to enable the *London, Chatham, and Dover* Railway Company to extend their Railway to *Greenwich*; to improve the Communication with the *Victoria* Station; and to execute certain other Works in connexion with their Undertaking. [28th *July* 1863.]

WHEREAS it is expedient that the *London, Chatham, and Dover* Railway Company (who are herein-after referred to as the Company) should be authorized to extend their Railway through *Peckham* to *Greenwich*, and to construct the other Railways and Works herein-after specified: And whereas by virtue of certain Acts of Parliament, and certain Agreements confirmed by Parliament, the Company, and the *London, Brighton, and South Coast* Railway Company (who are herein-after referred to as "the *Brighton* Railway Company"), and the *Great Western* Railway Company, are now using the Undertaking of the *Victoria Station and Pimlico* Railway Company, in consideration as regards the Use by the Company of a perpetual Rent payable to the *Victoria Station and Pimlico* Railway Company, and it has been found that the said Undertaking is inadequate for the Accommodation of the Traffic of the said Companies, and it is

expedient that the Company should be enabled to enlarge the *Victoria* Station, and to construct new Lines of Approach to the same: And

25 & 26 Vict. c. xcvi.

whereas by "The *South-eastern* Railway (*Tunbridge* and *Dartford* Lines) Act, 1862," the *South-eastern* Railway Company are authorized to carry their Railway over the Railway of the Company in the Parish of *Bromley* in *Kent*, and it is expedient that Provisions should be made for the Protection of the Railway of the Company at such Crossing: And whereas Plans and Sections of the Railways and Works authorized by this Act showing the Lines and Levels thereof, and a Plan of the Land intended to be taken for the Purposes of the said Station, and Books of Reference to the Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the Lands to be taken under the Powers of this Act, have been deposited with the Clerks of the Peace for *Kent*, for *Surrey*, and for *Middlesex*; And whereas the Purposes aforesaid cannot be accomplished 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:

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

1. "The Lands Clauses Consolidation Act, 1845," "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," shall be incorporated with and form Part of this Act, and the Expression "Court of competent Jurisdiction" when used in this Act shall mean any Court wherein the Debt or Demand with respect to which the Expression is used could be recovered if the Debt or Demand were a common Simple Contract Debt, and not a Debt created by Statute.

Power to make Railways according to deposited Plans.

2. It shall be lawful for the Company, subject to the Provisions in this and the incorporated Acts contained, to make and maintain the Railways and Works herein-after described, with all proper Sidings, Approaches, Stations, Works, and Conveniences, upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels described on the said Sections, and the Company may enter upon, take, and use such of the said Lands as shall be necessary for such Purposes, and for the other Purposes of this Act.

Describing Railways.

3. The Railways and Works authorized by this Act are:

No. 1. (*Peckham* Line.) A Railway commencing by a Junction with the Railway No. 2. of the *London, Chatham, and Dover* Railway (*Metropolitan* Extensions) at the Bridge carrying the same Railway over *Sutherland Square South* in the Parish of *Saint Mary Newington*, and terminating by a Junction with the authorized *Crystal*

Crystal Palace and South London Junction Railway at the West Side of *Gordon Road* in the Parish of *Saint Giles Camberwell* in the County of *Surrey*:

No. 2. (*Greenwich* Line.) A Railway commencing by a Junction with the authorized *Crystal Palace and South London Junction* Railway in a Field numbered 140, in the Parish of *Saint Giles Camberwell*, on the Plan of the said Railway deposited with the Clerk of the Peace for *Surrey* in *November* 1861, and terminating on the South-west Side of *Croom's Hill* in the Parish of *Greenwich*, near *Croom's Hill Grove*:

No. 3. (*Victoria Bridge* Extension.) A Railway commencing in the Parish of *Clapham* by a Junction with the *London, Chatham, and Dover* Railway where it crosses the *Wandsworth Road*, and terminating in the Parish of *Saint Mary Battersea*, near the Southern Abutment of the *Victoria Bridge*:

No. 4. (*Victoria* Station Extension.) A Railway commencing at the Terminus of Railway No. 3, carried across the River *Thames*, and terminating in the Parish of *Saint George Hanover Square*, in the *Victoria* Station, on the North Side of the *Belgrave Road*:

No. 5. A Railway wholly in the Parish of *Saint Mary Battersea*, commencing by a Junction with the Railway of the *Brighton* Railway Company at a Point 100 Yards to the South of the South Side of the *Prince of Wales Bridge*, and terminating by a Junction with the said Railway (No. 4.) at or near the Commencement thereof:

No. 6. A short Line of Railway, entirely in the Parish of *Sittingbourne*, commencing in the Station of the Company, running parallel to the existing Railway of the Company, and terminating by a Junction with the *Sittingbourne and Sheerness* Railway at the Terminus thereof:

No. 7. A Roadway in the Parish of *Gillingham* in *Kent*, commencing at and out of the Road near the *New Brompton* Station leading to *Gillingham*, passing through Land belonging to the Reverend Doctor *Page*, and terminating at or near the Station of the Company at *New Brompton* near *Chatham*: Provided always, that within Six Months after the said Road shall have been completed and used for public Traffic the same shall be dedicated to the Public and become a public Highway, and the Company shall deliver up the same in good Repair to the Control or Management of the Surveyors or other Authorities having the Control of the Roads in the Parish or District where the said new Road is situate; and from and after the said Period a certain Footpath in the same Parish, leading from the Railway Station of the Company to *Church Street* in *Gillingham*, shall be closed, and all Rights of Way or assumed Rights of Way, or other Easements with respect to the same, shall absolutely cease.

As to closing Footpath at Gillingham.

4. Not-

Power to alter Engineering Works.

4. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railways may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the said Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on the said Plan, and subject to the Limitations contained in the 11th, 12th, and 15th Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on the said 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 Certificates, provided it shall appear to the Board upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the 11th, 12th, 14th, or 15th Sections of "The Railways Clauses Consolidation Act, 1845."

Land for extraordinary Purposes.

5. The Quantity of Land to be taken by the Company adjoining or near to the Railway for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

As to Communication with Brighton Company's Railways.

6. Every Communication between any Railway hereby authorized and any Railway of or worked by the *Brighton* Railway Company shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner approved of from Time to Time and to the reasonable Satisfaction of the Engineer for the Time being of that Company.

Company to pay Expenses of such Communication.

7. The Expense of every such Communication with any Railway of or worked by the *Brighton* Railway 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 *Brighton* Railway Company on each Occasion, and in such Manner and Form and by such Ways and Means as shall not in anywise prejudice or injure the Railway with which such Communication shall be made, or impede, obstruct,

or

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

As to Signals and Watchmen at Junction with Brighton Company's Line.

8. The *Brighton* Railway Company may from Time to Time erect, maintain, and alter, as well on the Lands and Works of the Company as on their own, such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as the *Brighton* Railway Company may deem necessary for the Prevention of Danger or Detention to or Interference with Traffic upon their Line at or near each Junction between any Railway by this Act authorized and any Railway of or worked by the *Brighton* Railway 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 *Brighton* Railway 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 *Brighton* Railway Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

Provisions as to Construction and Completion of Railway No. 4.

9. And whereas a Bill was introduced into Parliament during the present Session thereof for enabling the *Brighton* Railway Company (amongst other Purposes) to widen and improve the *Victoria Station and Pimlico* Railway, but it has been agreed that certain of the Provisions for such Widening and Improvement should be omitted from that Bill, and that the Railway (No. 4, *Victoria* Station Extension) by this Act authorized should be completed and opened within Three Years from the passing of this Act with at least Two Lines of Way on the Mixed Gauge, and that upon the Opening for public Traffic of such Two Lines of Way and the said Railway No. 5 by this Act authorized also with Two Mixed Gauge Lines all the Rights of the Company and the *Great Western* Company upon or with reference to so much of the Two existing Lines of the *Pimlico* Railway as lies between the South Side of the River *Thames* and a Point on the said Railway Fifty Yards to the South of the South Side of *Eccleston Bridge*, including the several Lines diverging from those Lines at that Point, or North of that Point, and leading into the Portion of the *Victoria* Station belonging to the *Brighton* Railway Company, should absolutely cease, and that thereupon and for the sole and exclusive Use of such Portion of the Two existing Lines of the *Pimlico* Railway and the aforesaid diverging Lines the *Brighton* Railway Company should pay to the Company the Sum of One hundred thousand Pounds; and further that the Railway (No. 4. *Victoria* Station Extension) by this Act authorized, and the Bridge over the River *Thames*, should be so constructed as to admit of a Third Line of Rails on the Narrow Gauge being laid down by the *Brighton* Railway Company on the East Side of the *Pimlico* Railway,

from the South Side of the River *Thames* to the South Side of *Eccleston Bridge*, for the exclusive Use and to be the Property of the *Brighton* Railway Company; and further that the additional Land necessary for the Construction of such Third Line of Rails, and also the Land from the South Side of *Saint George's Road* to the River, between the existing Lines of the *Pimlico* Railway and the said Railway (No. 4.) by this Act authorized, and which Land is shown on a Plan signed by the Right Honourable *John* Baron *Wodehouse*, the Chairman of the Committee of the House of Lords to whom this Act was referred in its Passage through Parliament, and coloured Blue on that Plan, should be acquired by the Company, and be by them conveyed to the *Brighton* Railway Company in Fee Simple, free from Incumbrances, within Eighteen Months after the passing of this Act, and that the *Brighton* Railway Company should upon such Conveyance pay to the Company the Sum of Twenty thousand Pounds; and further that the Company should construct the Bridge for carrying the Railway (No. 4, *Victoria* Station Extension) by this Act authorized over the *Thames* so as to unite the same with the present Bridge, and thereby to give to the *Brighton* Railway Company for their own exclusive Use sufficient Width for a Third Line of Rails to be constructed by the same Company on the East Side of the present Bridge, and that the *Brighton* Railway Company should pay to the Company the additional Cost occasioned by the Construction of the Bridge in manner aforesaid from Time to Time as the Works to be certified by the Engineer of the Company should have been done, the Cost of such additional Works to be settled by Arbitration in the usual Way, in case of Difference, before the Commencement of the Works of such Bridge: Therefore the Two Mixed Gauge Lines of Railway No. 4. and the said Railway No. 5. by this Act authorized, with Two Mixed Gauge Lines thereon, shall be completed and opened for public Traffic within Three Years from the passing of this Act, and the said Railway No. 4 and the Works thereof (including the Bridge for carrying the same over the *Thames*) shall be constructed by the Company in such Manner as to admit of the laying down by the *Brighton* Railway Company of a Third Line of Railway on the Narrow Gauge on the East Side of the now existing Lines of Railway there from the South Side of the *Thames* to the South Side of *Eccleston Bridge*, and the said Third Line of Railway shall be the Property of the *Brighton* Railway Company for their sole and exclusive Use and Benefit, and the additional Land to be given for such Third Line of Railway shall be so much as with the Site of the existing Lines shall make up a total Width of Thirty-six Feet at the least, measured at the Level of the existing Rails.

Plan to be deposited with Clerk of the Peace.

10. The aforesaid Plan signed by the said *John* Baron *Wodehouse* shall be deposited with the Clerk of the Peace for the County of *Middlesex*, and shall be retained by him, and all the Provisions of the Public

Public General Act of the First Year of the Reign of Her present Majesty, Chapter 83, shall extend and apply thereto.

For vesting of certain Land in Brighton Company.

11. Within Eighteen Months after the passing of this Act the Company shall acquire, and within that Period the Company shall convey to the *Brighton* Railway Company in Fee Simple, free from Incumbrances, so much Land as shall be required as aforesaid for the laying down of the said Third Line of Railway from the South Side of the *Thames* to the South Side of *Eccleston Bridge*, as shown upon the said Plan signed by the Right Honourable *John* Baron *Wodehouse* as aforesaid, and also the Land coloured Blue on that Plan which will lie between the existing *Pimlico* Railway and the Two Mixed Gauge Lines of Railway No. 4. herein-before authorized, and upon the Completion and Delivery of the Conveyance the *Brighton* Railway Company shall pay to the Company the Sum of Twenty thousand Pounds.

Construction of Bridge over Thames and Repayment of additional Cost.

12. The Company shall construct the Bridge for carrying the Railway (No. 4, *Victoria* Station Extension) over the *Thames* contiguous and parallel to and on the Eastern Side of the existing Bridge there, and so as to unite throughout its whole Length therewith, and to admit of the laying down by the *Brighton* Railway Company of the said Line of Railway on the Narrow Gauge between the proposed Railway of the Company and the existing Lines of the *Pimlico* Railway, and in consideration thereof the *Brighton* Railway Company shall repay to the Company such Proportion of the Cost of the proposed Bridge as shall be occasioned by the Construction thereof in conformity with this Section, and such Proportion shall before the Commencement of the Works of the proposed Bridge be either agreed upon between the Two Companies or settled by Arbitration.

Additional Cost payable by Instalments.

13. The principal Engineer for the Time being of the Company shall from Time to Time during the Construction of the proposed Bridge (but not at Intervals of less than Two Months) certify to the *Brighton* Railway Company in Writing under his Hand the Amount expended by the Company thereon, and within One Month after the Delivery of every such Certificate the *Brighton* Railway Company shall repay to the Company their Proportion of the Amount so certified.

Cesser of Rights of Company and the Great Western Railway Company over the Pimlico Railway.

14. Immediately upon the opening for public Traffic of the Two Mixed Gauge Lines of Railways (No. 4. *Victoria* Station Extension, and No. 5. by this Act authorized) all Claims, Rights, and Powers whatsoever of the Company and the *Great Western* Railway Company in, to, over, or with reference to so much of the existing Railway constructed by the *Victoria Station and Pimlico* Railway Company as lies between the South Side of the River *Thames* and a Point on the said Railway Fifty Yards to the South of the South Side of *Eccleston Bridge*, and the several Lines diverging

diverging from those Lines at that Point or North of that Point, and leading into the Portion of the *Victoria* Station belonging to the *Brighton* Railway Company, shall absolutely cease and determine; and by way of consideration for such Cesser and Determination, and for the sole and exclusive Use by the *Brighton* Railway Company of that Railway, the *Brighton* Railway Company shall within One Month thereafter pay to the Company the Sum of One hundred thousand Pounds: Provided always, that nothing in this Act shall prejudice or affect the Rent, Tolls, or Sums of Money payable to the *Victoria Station and Pimlico* Railway Company by the *Brighton* Railway Company by virtue or in pursuance of any Agreement between those Companies, but such Rent, Tolls, and Sums of Money may be demanded, received, and recovered as fully and effectually, and all Rights and Remedies of the *Victoria Station and Pimlico* Railway Company with reference thereto shall remain, as if this Act had not passed.

Interest on and Recovery of Sums payable by Brighton Company.

15. If any Sum by this Act made payable by the *Brighton* Railway Company to the Company be not paid within the Period by this Act limited for the Payment thereof, it shall bear Interest at the Rate of Five *per Centum per Annum* from the Expiration of that Period until Payment, and the Company may recover the same with Interest at that Rate from the *Brighton* Railway Company by Action of Debt in any Court of competent Jurisdiction.

Differences to be settled by Arbitration or by Board of Trade.

16. All Matters in Difference between the Company and the *Brighton* Railway Company by this Act directed to be settled by Arbitration, and all Question, and Differences which may at any Time arise between them as to the Construction or Effect of this Act, or the Performance, Observance, Non-performance, or Non-observance of any of the Provisions thereof, or any Matters connected therewith or consequent thereon, shall be determined by an Arbitrator to be appointed by the Companies, or (if for Fourteen Days after the Question or Difference arises they do not agree upon an Arbitrator) by the Board of Trade upon the Application in Writing of either Company, and the Decisions of every such Arbitrator shall be binding and conclusive on all the Parties in Difference, and the Costs and Expenses of the Arbitration shall be in his Discretion.

Bridge, &c. over Embankment Roadway to be approved by First Commissioner of Works.

17. The Bridge or Span over the Embankment Roadway on the North Side of the *Thames* shall be of the same Width within the Buttresses thereof and of the same clear Headway underneath as the existing Bridge or Span there of the *Victoria Station and Pimlico* Railway, and shall be so constructed as to be contiguous and parallel to and on the Eastern Side of the said existing Bridge, and so as to unite throughout its whole Length therewith; and the Eastern Face of the said Bridge or Span by this Act authorized shall be in general Character and Appearance similar to the Western Face of the said existing Bridge

or

or Span; and the Design and Working Drawings of the said Bridge or Span, and all Arrangements to be made by the Company for avoiding Annoyance and Danger to the Public using the Roadway from the Passage of Trains, shall be submitted for the Approval of the First Commissioner of Her Majesty's Works and Public Buildings, and such Bridge or Span shall be constructed and such Arrangements shall be made in accordance with such Approval, and the Slopes of any Embankment for the Railway, or any Goods Stations within One thousand Feet of the Embankment Roadway, shall be planted with ornamental Shrubs at such Places and in such Manner as the said First Commissioner shall direct.

As to Alterations in Embankment Roadway.

18. Any Alterations which may be necessary in the said Embankment Roadway shall be made and completed by the Company according to Plans and Sections which shall have been approved in Writing by the said First Commissioner for the Time being previously to the Commencement of any Works upon or affecting such Embankment Roadway, and under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being to the Commissioners of Her Majesty's Works and Public Buildings.

Not to take Lands of the Commissioners of Works, &c. without Consent.

19. Nothing contained in this Act or in any of the Acts incorporated therewith shall authorize the said Company to take, use, or in any Manner interfere with any Lands, Tenements, or Hereditaments belonging to the *Battersea Park* Commissioners, or the Commissioners of Her Majesty's Works and Public Buildings, without the Consent in Writing of the First Commissioner for the Time being of Her Majesty's Works and Public Buildings (which Consent such First Commissioner is hereby authorized to give), upon and subject to such Conditions as the said First Commissioner may prescribe.

Saving Rights of Commissioners of Works and Public Buildings.

20. Nothing in this Act or in any of the Acts incorporated herewith shall extend to vary, alter, or affect any Agreement or Agreements which has or have been or which may be entered into between the said Commissioners or First Commissioner and the *Crystal Palace* Railway Company, or in anywise to defeat, impair, or prejudice the Security of the said Commissioners for the Payment of any Principal Monies and Interest due or to become due from the said *Crystal Palace* Railway Company, their Successors or Assigns, to the said Commissioners for or in respect of unpaid Purchase Monies, or otherwise howsoever.

Dimensions of Bridge for Greenwich Line.

21. The Bridge or Arch to be constructed by the Company for carrying the Railway No. 2. (*Greenwich* Line) over the *London, Brighton, and South Coast* Railway shall be of such Height and Span as to admit of laying down on the last-mentioned Railway Two further Lines of Railway in addition to the Four Lines now laid there, and to admit

admit of the Passage of Engines and Carriages along such additional and existing Lines, and the said Bridge or Arch shall be so constructed as to prevent as far as possible the Percolation of Water through the same.

Expenses of Crossings to be borne by the Company.

22. The Expenses of the Bridge or Arch and other Works necessary for every Crossing by any Railway by this Act authorized of any Railway of or worked by the *Brighton* Railway Company, and of keeping the same in repair, shall be borne and paid by the Company, and such Bridge or Arch and Works shall not only be in the first instance made and executed, but shall also from Time to Time be amended, repaired, and maintained, by the Company under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *Brighton* Railway Company on each Occasion, according to Plans and Specifications previously submitted to and approved as aforesaid, and in such Manner as shall not in anywise prejudice or injure the Railway crossed, or impede the Passage along the same.

Not to interfere with London, Brighton, and South Coast Railway without Consent.

23. Notwithstanding anything in this Act contained, the Company shall not enter upon or interfere with any Railway, Land, or Works of the *Brighton* Railway Company, or the Portion of the *Pimlico* Railway now used by the *Brighton* Railway Company, or execute any Work whatsoever under, over, contiguous to, or affecting the same, until they shall have delivered to that Company full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed under, over, contiguous to, or affecting such Railway, Land, and Works, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works, and the Materials to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved, in Writing under his Hand, by the principal Engineer of the *Brighton* Railway Company, or, in the event of his neglecting or declining to approve the same for One Calendar Month after such Plans, Drawings, and Specifications shall have been delivered to that Company, until the same shall have been so examined and approved by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed according to such approved Plans, Drawings, and Specifications, under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Brighton* Railway Company, and so as not to interfere with the Use of any such Railway of that Company.

Company to pay to Brighton Company Expenses of Watchmen during Construction.

24. During the Construction of any Railway hereby authorized under, over, and adjacent to any Line of the *Brighton* Railway Company, or the said Portion of the *Pimlico* Railway now used by the *Brighton* Railway Company, the Company will bear and on Demand will pay to the *Brighton* Railway Company the Expense of the Employment by them of a sufficient

a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ or otherwise: Provided always, that, unless the Engineer of the *Brighton* Railway Company shall certify that more are necessary, the Number of such Inspectors or Watchmen shall not exceed Two.

Penalty in case of Interruption of Traffic on the London, Brighton, and South Coast Railway.

25. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with any Railway of the *Brighton* Railway Company so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Brighton* Railway Company the Sum of Fifty Pounds *per* Hour, by way of ascertained Damages, for every Hour during which that Obstruction shall continue.

Company to pay all Damages sustained by Brighton Company.

26. Notwithstanding anything in this Act contained, the Company shall be responsible for and make good to the *Brighton* Railway Company all Costs, Losses, Damages, and Expenses which may be occasioned to any of their Railways, Works, or Property, or the said Portion of the *Pimlico* Railway now used by the *Brighton* Company, or to the Traffic thereon, or to any Person or Persons using the same or otherwise, by reason of the Execution or Failure of any of the intended Works, or of any Act or Omission of the Company, or of any of the Persons in their Employ, or of their Contractors or others; and the Company will effectually indemnify and hold harmless the *Brighton* Railway Company from all Claims and Demands upon or against them by reason of such Execution or Failure, and of any such Act or Omission.

Company to acquire Easements only in Land of Brighton Company.

27. With respect to any Land of the *Brighton* Railway Company which the Company are by this Act authorized to use, enter upon, or interfere with, the Company shall not purchase or take the same, but they may purchase and take, and the *Brighton* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same; and it shall not be lawful for the Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to or authorized to be acquired by the *Brighton* Railway Company, or to alter, vary, or interfere with any Railway of that Company, further or otherwise than is necessary for constructing the Works by this Act authorized and shown on the deposited Plans, without in each Instance the Consent for the Purpose of the *Brighton* Railway Company under their Common Seal, and then only in accordance with the Terms of such Consent.

28. And

As to crossing of Brighton new Line by Peckham Line.

28. And whereas the *Peckham* Line will cross the Railway (No. 4.) authorized by the *London, Brighton, and South Coast* Railway (New Lines) Act, 1862, at the Place where the *Brighton* Railway Company propose to erect a Bridge over that Railway for effecting the Junction between the said Railway No. 4. and the Railway No. 1. authorized by the *Crystal Palace and South London Junction* Railway Act, 1862, and another Bridge will also be required at or near the said Point for carrying the *Peckham* Line over that Railway No. 4.: Therefore the said Two Bridges shall be so constructed by the last-named Company to the reasonable Satisfaction of the Engineer of the Company, and the *Peckham* Line shall be carried over that Railway (No. 4.) upon One of those Bridges, and the *Crystal Palace and South London Junction* Railway on the other of those Bridges, and not otherwise, and the Cost of both Bridges, to be certified by the Engineer of the *Brighton* Railway Company, shall be repaid by the Company to the *Brighton* Railway Company.

Saving Rights of Brighton Company.

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

Mode of crossing North Kent and Tunbridge Lines of the South-eastern Railway.

30. Whereas the Railway No. 2. (*Greenwich* Line) by this Act authorized will in the Parish of *St. Paul Deptford* be carried over and across the *North Kent* Line of the *South-eastern* Railway, and the Railway No. 1. authorized by "The *South-eastern* Railway (*Tunbridge* and *Dartford* Lines, &c.) Act, 1862," and the authorized widening of the *North Kent* Line, which said Two last-mentioned Railways are hereinafter referred to as the *North Kent* and *Tunbridge* Lines: Therefore the Company in carrying the Railway No. 2. over and across the *North Kent* and *Tunbridge* Lines shall not, without the previous Consent of the *South-eastern* Railway Company in Writing under their Common Seal, divert the centre Line of Railway where it crosses over the *North Kent* and *Tunbridge* Lines as shown on the Plans deposited for the Purposes of this Act, and the Railway shall be carried over and across the *North Kent* and *Tunbridge* Lines by means of a Bridge of One Span of Sixty Feet at least in every Part thereof, measured at Right Angles with the Rails of the *North Kent* and *Tunbridge* Lines, and having in every Part thereof a clear Space of at least Fourteen Feet in Height above the Surface of such Rails.

Plans, &c. of Bridge over North Kent and Tunbridge Lines to be approved of by South-eastern Company.

31. The Bridge by which the Railway No. 2. shall be carried over and across the *North Kent* and *Tunbridge* Lines shall be constructed in such Manner only as not to interfere with the Use of those Railways and the Passage of the Traffic thereon, and all the Works necessary for such Purpose shall be executed under the Direction and to the reasonable Satisfaction of the Engineer of the *South-eastern* Railway Company, and according to Plans, Elevations, Sections, and Specifications to be submitted by

by the Company to the Engineer of the *South-eastern* Railway Company, and to be approved of by him in Writing under his Hand before any of the Works are begun.

As to Repair of Bridge over North Kent and Tunbridge Lines.

32. The Company shall at all Times maintain the Bridge by which the Railway No. 2. shall be carried over the *North Kent* and *Tunbridge* Lines in complete and substantial Repair, Order, and Condition to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *South-eastern* Railway Company; and if and whenever the Company fail so to do the *South-eastern* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, such Works and Things as the *South-eastern* Railway Company may think requisite in that Behalf; and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *South-eastern* Railway Company from the Company in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *South-eastern* Railway Company with reference to any Matter comprised in or referred to in this or the last preceding Section, the Matters in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade at the Application of either Company.

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

33. During the Construction of Railway (No. 2.) over and adjacent to the said *North Kent* and *Tunbridge* Lines the Company shall bear, and on Demand pay to the *South-eastern* Railway Company, the reasonable Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railways with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accidents to arise from any of the Operations of the Company, or from the Acts or Defaults of their Contractors, or of any Person or Persons in the Employ of the Company or their Contractors.

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

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

Traffic on the South-eastern Railway not to be interfered with.

35. The Company shall not in the Exercise of any of the Powers of this Act alter the Levels of the *North Kent* and *Tunbridge* Lines, or in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe Use of the *North Kent* and *Tunbridge* Lines, or any Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe Use of the *North Kent* and *Tunbridge* Lines, or any Traffic thereon, shall be obstructed, hindered, or interfered with contrary to this Enactment, the Company shall forfeit and pay to the *South-eastern* Railway Company the Sum of Fifty Pounds *per* Hour, by way of ascertained Damages, for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to acquire only Easements in Lands of South-eastern Company.

36. With respect to any Land of the *South-eastern* Railway Company which the Company are by this Act from Time to Time authorized to take, use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *South-eastern* Railway Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same; and it shall not be lawful for the Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to the *South-eastern* Railway Company, or which that Company are authorized to acquire, or to alter, vary, or interfere with the *North Kent* and *Tunbridge* Lines, or the Works connected therewith, further or otherwise than is necessary for constructing such Crossing, unless with the Consent in every Instance for that Purpose first had and obtained of the *South-eastern* Railway Company under their Common Seal.

Saving Rights of the South-eastern Company.

37. Provided always, That, except as is by this Act expressly provided, this Act or anything herein contained shall not take away, diminish, alter, or prejudice any of the Rights, Powers, Privileges, or Authorities of the *South-eastern* Railway Company.

For Protection of London and South-western Railway.

38. Where the Railway No. 3. crosses above the *London and South-western* Railway it shall be made there and shall thenceforth be maintained by the Company as follows; that is to say,

First, the Railway No. 3. shall be carried above the *London and South-western* Railway by means of a Viaduct with Arches or Openings therein:

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

Thirdly,

Thirdly, the Opening in the Viaduct immediately to the Southward of the first-described Opening shall be made and maintained with Girders so that the clear Width of the Opening shall be at least Twenty-eight Feet throughout, and with a clear Headway throughout of the same Height as the Headway of the first-described Opening:

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

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

Sixthly, so much of the Viaduct as comprises the Opening over the *London and South-western* Railway, and the Opening immediately to the Northward thereof, and the Two Openings immediately to the Southward thereof, and the Piers or other Supports bounding those Openings respectively, shall be made and at all Times maintained under the Superintendence and to the Satisfaction in all respects of the principal Engineer of the *London and South-western* Railway Company, and shall be made only in accordance with such Plans, Sections, Working Drawings, and Specifications as before any of those Piers or Supports are commenced are approved by him, or (in the event of his neglecting or declining to approve the same for One Calendar Month after such Plans, Sections, Working Drawings, and Specifications shall have been delivered to that Company) by an Engineer to be agreed on between the principal Engineers of the Company and of the *London and South-western* Railway Company respectively, or, failing such Agreement by an Engineer to be appointed by the President of the Institution of Civil Engineers upon the Application of either Party:

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

executed and done by them shall forthwith be paid to them by the Company:

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

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

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

Land of London and South-western Company not to be taken without Consent.

39. No Land belonging to the *London and South-western* Railway Company shall be taken by the Company without the previous Consent of the *London and South-western* Railway Company in Writing under their Common Seal, provided that the Company may purchase and take from the *London and South-western* Railway Company, and that Company shall, if so required by the Company, grant in perpetuity to them, an Easement or Right of using for the Purpose of making and maintaining the Viaduct for carrying the Railway (No. 3.) over the *London and South-western* Railway Company shown on the deposited Plans and specified in the deposited Books of Reference thereto as are necessary for that Purpose.

Signals.

40. If by reason of the making of the Railway by this Act authorized above the *London and South-western* Railway it becomes necessary to add

add to or alter any Signal or Signals upon that Railway, the same shall be so added to or altered by the *London and South-western* Railway Company, and the Expense thereof shall be repaid to them by the Company.

Saving Rights of London and South-western Company.

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

As to the Surrey and Sussex Roads.

42. The Company shall not in carrying the Railway by means of Bridges over the *Camberwell Road*, about Eight Chains above *Albany Street*, numbered 84 upon the Plans deposited in the Parish of *Saint Mary Newington* in the County of *Surrey*, and over *High Street, Peckham*, between *Hill Street* and *Rye Lane*, numbered 389 upon the said deposited Plan, or over or under any other of the Roads being respectively Parts of the Roads under the Jurisdiction of the Trustees of the *Surrey* and *Sussex* Roads, alter, unless with the Consent of the said Trustees, the present Level of the said Roads or the Footpaths thereof, or any Part thereof respectively; but if the Company in making their Junction with the existing Lines of the Company made on the Western Side of the Bridge over the *Wandsworth* Turnpike Road shall take down any Part of the Parapet Walls or Screen Fences of the Bridge, the Company shall forthwith erect and maintain other Parapet Walls or Screen Fences of similar Height, Material, and Length, in lieu of those so removed.

Precaution during Works.

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

Size and Dimensions of Bridge.

44. Where any Bridge shall be erected by the Company for the Purpose of carrying the Railway over any Road in charge of the said Trustees, the same respectively shall be of a Span to preserve the full Width of the Road and Footpaths not less than Fifty Feet on the Square, and shall have a clear Height thereunder of not less than Sixteen Feet over the whole Space of the Carriageway, and not less than Eight Feet over the whole Space of the Footpaths; and where any such Bridge shall be erected by the Company for the Purpose of carrying the Railway over any such Road, or for carrying the Road over the Railway, such Bridge shall be of such a Width as shall leave clear and untouched the whole

of the present Widths of the said Roads and Footpaths, and not less than Fifty Feet on the Square; and all such Bridges shall have substantial Parapet Walls or Screens on each side of the Railway of not less than Six Feet and Six Inches in Height above the Surface of the said Railway or Road; and from the Four Ends of the said Two Parapet Walls of each of such Bridges the Company shall make Four Screen Walls or close Fences, all of which shall be at least One hundred and fifty Feet in Length, and which Screens shall be of the same Height as the said Parapet Walls respectively; and the Company shall lay down Kerbstones at the Edges of the Footpaths which are proposed to be made, either under or over such Bridges, as the Case may be, and extend the said Kerbstones respectively thereof for a Distance of at least One hundred Feet from each End of the Four Corners thereof; and the Company shall relay and make good to the Satisfaction of the Surveyor of the Trustees of the *Surrey* and *Sussex* Roads all the Drains of the said Roads which may be interfered with by the Company, or construct new ones, if necessary; and all such Works shall be done by and at the Expense of the Company.

Traffic on the Road not to be stopped during the Works.

45. The Company shall not at any Time during the Progress of any of the Works of the Company connected with these Roads shut up or in any way impede the public Traffic along more than One Footpath and One Half of the Width of any of these Roads at any one and the same Time; or if One Half of any of the said Roads and the One Footpath be insufficient in Width for the free Passage of Two Carriages abreast and for Foot Passengers also, then a temporary Road and Footpath of such Width as the Surveyor to the Trustees may direct shall, if required by the said Surveyor, be constructed and provided for the Use of the Public during the Alteration of the present Roads and Footpaths, on Notice in Writing to that Effect being given by the said Surveyor to the Company or their Secretary, and which temporary Road and Footpath shall be made and fit for Use before the present Road and Footpath be interfered with.

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

46. No Works of the Company connected with the said Roads and Footpaths 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 and Footpaths, or any of them, for the Purpose of making the Railway and Works, or any of them, and the remaking of such Roads and Footpaths, and all other Works of every Description connected with the said Roads at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the Satisfaction of the Surveyor of the said Trustees; and the Plans and Designs of the said Bridges, and the Works connected therewith, shall be approved of by the said Surveyor for the Time being; and the Materials whereof such Bridges and other Works connected therewith shall

shall be constructed shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Description respectively as shall be approved of by such Surveyors.

The Bridges for crossing the Turnpike Roads to be completed in Six Months.

47. The Company shall finish and complete to the Satisfaction of the said Surveyor for the Time being of the *Surrey and Sussex* Turnpike Roads the Bridges, Carriageways, and Footpaths, Parapet Walls, Return Walls, Screen Walls, Fences, and all other Works and Things by this Act required to be made or done by the Company in connexion with the said Roads, and restore and give to the Public the full Use of the Carriageways and Footpaths within Six Months, after the Day on which the Roads or Footpaths 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.

48. If in the Execution of any of the Works the Company do or cause any Injury or Damage to any of the said Roads, or the Carriageways or Footpaths, or any of them, or any Part thereof respectively, or or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Conveniences connected with any of these Roads, and do not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor, or if by reason of the Construction of any of the Works hereby authorized or required to be constructed by the Company any Alteration of the Carriageways or Footpaths respectively, or of the Drains, Sewers, Cesspools, or Water Channels connected therewith, be in the Judgment of the Surveyor rendered necessary, then and in such Case the Surveyor may make all such Repairs and Alterations as he in his Discretion thinks fit; and all Expenses of such Repairs and Alterations shall be paid by the Company to the Trustees on Demand, or in default of Payment for Twenty-one Days after Demand the same may be recovered by the Trustees from the Company, with full Costs of Suit, in any Court competent to take cognizance of Questions of Debt of the Amount claimed to be due from the Company.

If the Company fail to repair such Works Road Trustees may repair, and charge Expenses to Company.

49. If and so often as the Company shall fail to repair and keep in good and complete Repair, and to maintain to the Satisfaction of the said Surveyor for the Time being, the Bridges, Walls, Screens, Fences, Sewers, Drains, and other Works connected with crossing the Roads or Footpaths, and if after Notice thereof given to the Company by or on behalf of the Trustees the Company fail for Three Days to begin such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, the Trustees may repair and make good the same, causing as little Obstruction to the Railway in the Progress of such Repairs as may be, and all the Costs, Charges, and Expenses incurred in that Behalf by the Trustees shall be paid on Demand by the Company, or

on

on Failure of Payment for Twenty-one Days after such Demand the same may be recovered from the Company, with full Costs of Suit, in any such Court as aforesaid.

Arbitration.

50. In the event of any Difference arising between the Company and the said Trustees in respect of the Matters mentioned in the Eight last preceding Clauses of this Act, such Differences shall be forthwith referred to and be forthwith determined by an Arbitrator to be agreed upon, or in default of Agreement to be appointed by the Board of Trade.

Alterations with Consent of Road Trustees.

51. 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 and Footpaths 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 connexion with the said Roads and Footpaths; and if any such Agreement be made it shall not be binding on the Company to do such of the Works, Matters, and Things by this Act required to be done by them in connexion with the Roads and Footpaths as by the Agreement the Trustees may expressly dispense with.

Company to provide Parapet and Screen Walls to Railway where necessary.

52. The Company shall at their Costs and Charges, upon Receipt of Notice in Writing from the Trustees of the *New Cross* Turnpike Roads under the Hands of any Three or more of them, or of their Clerk or Surveyor for the Time being respectively, construct and make Parapet Walls to any and every Bridge, Archway, Viaduct, or other like Work which shall be constructed or made by the Company, or their Successors, for the Purposes of the said Railway, across, over, under, or adjoining to any Part whatsoever of the said Roads, of the Height of not exceeding Six Feet, to be measured in the Case of the Railway being above the Level of the Road from the highest Point of the Rails within the Limits of the said Bridge, Archway, Viaduct, or other like Work, and in the Case of the Road being above the Level of the Railway, from the highest Point of the Centre of the Road within the same Limits, and shall also, at their like Costs and Charges, construct and make Return or Screen Fences or Walls of the like Height, to be measured in the same Manner at each of the Four Corners of the said Parapet Walls, One hundred Feet in Length.

Regulations as to breaking up certain Turnpike Roads.

53. The Company may, when necessary for the Purpose of executing any Work authorized by this Act, open and break up any Part or Parts of the *New Cross* Turnpike Roads under and subject to the Provisions and Restrictions herein-after expressed (in addition to the Provisions and Restrictions contained in the several Acts incorporated herewith); that is to say, Seven Days previous Notice, with a full Description of any intended Works, shall be left at the Office of the Clerk or Surveyor of the Trustees

Trustees of the said *New Cross* Turnpike Road; and unless by the Permission of the Trustees of the said Road, which Permission such Trustees are hereby empowered to grant upon such Terms and Conditions as they may think fit, the Traffic of any Part of the said Road shall not at any One Time be stopped or hindered along more than Half of the Width of such Road, nor (if the Half left open be of less than the clear Width of Fourteen Feet) along more than One hundred Yards in Length of such Roads; and unless by the Permission of the said Trustees, which Permission such Trustees are hereby empowered to grant upon such Terms and Conditions as they may think fit, no Alteration shall be made in the Gradient or Inclination of any Part of the said Road by which the same shall be rendered steeper than in the Proportion of One Foot in every Sixty Feet of the same, and every Bridge or Viaduct constructed by the Company over any Part of the said Road shall be made so as to leave a clear Space of Sixteen Feet at the least in perpendicular Height from the Surface of the Road for the entire Width of such Road under such Bridge or Viaduct; and every Bridge or Viaduct constructed by the Company under any Part of the said Road shall be made so as to leave a Depth of Road Material of the same Kind and Quality as that in use on such Part of the said Road of One Foot above the highest Part of such Bridge or Viaduct up to the proper Level of the said Road; and every such Work shall be done under the Superintendence and to the Satisfaction of the Surveyor of the Trustees of the said Road and the Company or the Party doing the Work shall cause all Openings and other Works in and affecting such Roads to be effectually secured and fenced during the Progress of the Works, and affix and maintain Lights during the Night at and near to such Openings and Works so as to prevent Accidents; and the Trustees of the said Road are hereby absolved from all Liability in respect of any and every Accident arising from or in consequence of the Works of the Company; and the Company or Party doing the Works shall with all proper and reasonable Despatch, and at the latest within the Space of Six Calendar Months from the Commencement of the Interference with such Roads, well and sufficiently and to the Satisfaction of the Surveyor of the said Roads respectively for the Time being reinstate every Part of the said Road which shall be so opened or broken up or interfered with, and restore the same to its original State and Condition as to Surface Materials and otherwise, such Materials to be of good and proper broken Granite, Ragstone, or Flints, as the Case may be, and of the Depth of One Foot; and in order to meet the future Expenses consequent on the Subsidence of Materials newly filled in, the Company shall pay to such Trustees or their Treasurer, on Demand, such Sum as such Trustees shall require for such Purpose, not exceeding One Shilling for every Superficial Square Yard of Road disturbed by or by reason of the Works of the Company, and shall also, so far as the said Works may affect the same, provide, reinstate, and make good all Drainage, Paving of Water Channels, Kerbs and Foot-

paths, and other Matters and Things connected with the Maintenance of such Road, and rendered necessary by or in consequence of such Works, and in default thereof the Surveyor of the said Road may cause the necessary Works to be done therein; and the Company shall pay to the Trustees of the said Road or their Treasurer, on Demand, the Amount of all Expenses incurred by them from Time to Time by reason of the Default of the Company or their Contractors or Servants in the Performance of any such Works as aforesaid: Provided always, that the Trustees of the *New Cross* Turnpike Roads and the Company may agree with each other for the Execution of the Works, Matters, and Things in this and the preceding Section referred to in some other Mode, or for the Modification or Abandonment of the same or any of them.

Alterations with Consent of Road Trustees.

Regulations as to breaking up Roads and Streets in the Greenwich District.

54. The Company may, where necessary for the Purpose of executing any Work authorized by this Act, open and break up any Part or Parts of the Streets and Roads within the *Greenwich* District, under and subject to the Provisions and Restrictions contained in the Metropolis Management Act, 1855, and the Metropolis Management Amendment Act, 1862, in addition to the Provisions and Restrictions contained in the several Acts incorporated herewith; and every Bridge or Viaduct constructed by the Company over any Part of the said Streets or Roads shall be made so as to leave a clear Space of Sixteen Feet at the least in perpendicular Height from the Surface of the Centre of the Road, and shall extend over the entire Width of such Street or Road, and of the Footpaths at the Sides thereof under such Bridge or Viaduct; and every Bridge or Viaduct constructed by the Company under any Part of the said Streets or Roads shall be made so as to leave a Depth of Road Material of the same Kind and Quality as that in use on such Part of the said Streets or Roads of One Foot at the least above the highest Part of such Bridge or Viaduct up to the proper Level of the said Street or Road; and every such Work shall be done under the Superintendence and to the Satisfaction of the District Board's Surveyor; and the Company or the Party doing the Work shall cause all Openings and other Works in and affecting such Streets or Roads to be effectually secured and fenced during the Progress of the Works, and affix and maintain Lights during the Night at and near to such Openings and Works so as to prevent Accidents; and the said District Board are hereby absolved from all Liability in respect of any and every Accident arising from or in consequence of the Works of the Company; and the Company or Party doing the Works shall with all proper and reasonable Despatch, and at the latest within the Space of Six Calendar Months from the Commencement of the Interference with such Streets or Roads, well and sufficiently and to the Satisfaction of the said District Board's Surveyor for the Time being reinstate every Part of the said Streets and Roads which shall be so opened or broken up or interfered with, and restore the same to its original State and Condition as to Surface Materials and otherwise, such Materials and the Depth thereof to be approved

approved by the said District Board's Surveyor, and shall also, so far as the said Works may affect the same, provide, reinstate, and make good all Drainage, Paving of Water Channels, Kerbs and Footpaths, and other Matters and Things connected with the Maintenance of such Streets or Roads, and rendered necessary by or in consequence of such Works, and in default thereof the Surveyor of the said District Board may cause the necessary Works to be done therein; and the Company shall pay to the District Board, or their Clerk or Treasurer, on Demand, the Amount of all Expenses incurred by them from Time to Time by reason of the Default of the Company or their Contractors or Servants in the Performance of any such Works as aforesaid.

Company to provide Parapet and Screen Walls to Railway where necessary.

55. The Company shall at their Costs and Charges, upon Receipt of Notice in Writing from the Board of Works for the *Greenwich* District under the Hand of their Clerk or Surveyor for the Time being respectively, construct and make Parapet Walls to any and every Bridge, Archway, Viaduct, or other like Work which shall be constructed or made by the Company or their Successors for the Purposes of the said Railway across, over, under, or adjoining to any Part whatsoever of the said Streets or Roads in the *Greenwich* District of the Height of not exceeding Six Feet, to be measured, in the Case of the Railway being above the Level of the Road, from the highest Point of the Rails within the Limits of the said Bridge, Archway, Viaduct, or other like Work, and in the Case of the Road being above the Level of the Railway, from the highest Point of the Centre of the Road within the same Limits, and shall also at their like Costs and Charges construct and make Return or Screen Walls of the like Height, to be measured in the same Manner at each of the Four Corners of the said Parapet Walls, and of a Length of Fifty Feet:

Alterations with Consent of Greenwich District Board.

Provided always, that the *Greenwich* District Board of Works and the Company may agree with each other for the Execution of the Works, Matters, and Things in this and the preceding Section referred to in some other Mode, or for the Modification or Abandonment of the same or any of them.

Company to restore Sewers, Drains, &c. in District.

56. The Company shall also at their own Expense, and to the reasonable Satisfaction of the said District Board's Surveyor for the Time being, restore all Sewers, Drains, and Gullies in the Streets and Roads in the said District which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies; and Fourteen Days Notice shall be given to the said Surveyor previously to any Interference with such Sewers, Drains, or Gullies; and, except only as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or affect the Rights, Powers, Jurisdiction, or Authorities of the said District Board.

57. If

Differences to be settled by Arbitration or by Board of Trade.

57. If any Difference shall arise between the Surveyor of the *Greenwich* District Board of Works and the Company respecting any of the Matters referred to in the Three preceding Sections of this Act, such Difference shall be referred to an Arbitrator, to be agreed upon between the Company and the District Board, or, failing such Agreement, to an Arbitrator to be appointed by the Board of Trade, and the Decision of the Arbitrator so agreed upon or approved as aforesaid shall be final and conclusive.

Prescribing Dimensions of Bridges for carrying Railway over Streets.

58. The Bridges for carrying the Railway over the Roads herein-after mentioned in the Parish of *St. Giles Camberwell* shall, unless otherwise agreed between the Company and the Vestry of *Saint Giles Camberwell*, be made of Dimensions not smaller than those herein-after specified; (that is to say,)

Situation of Bridge.	Description of Road.	Width of Road between Abutments.	Height of Arch above Centre of existing Road.	Height of Arch at each Abutment above Centre of existing Road.	Description of Bridge.
			Feet.	Feet.	
Albany Road -	Public Road -	Full Width of Road and Footpaths	16	16	Girder.
Bath Place -	Same - -	25 Feet, inclusive of Footpaths -	16	16	Girder.
Cumberland Place	Same - -	25 Feet -	16	9	Arch.
New Church Road	Same - -	Full Width of Road and Footpaths	16	16	Girder.
Park Street -	Same - -	Same - -	16	16	Girder.
Well Street -	Same - -	Same - -	16	16	Girder.
Grove Place -	Same - -	Same - -	16	9	Arch.
Peckham Grove -	Same - -	Same - -	16	16	Girder.
North Street and Branch Buildings	Same - -	*40 Feet, inclusive of Footpaths -	15	15	Girder. Lower Road 1 Ft.
St. George's Street	Same - -	Full Width of Road and Footpaths	15	15	Girder. Lower Road 1 Ft.
Commercial Road	Same - -	Same - -	16	16	Girder.
Pitt Street - -	Same - -	Same - -	15	15	Girder. Lower Road 1 Ft.
John Street -	Same - -	Same - -	16	16	Girder.
Bath Place -	Same - -	Same - -	16	16	Girder.
Charles Street -	Same - -	30 Feet -	15	15	Girder. Lower Road 1 Foot
Melon Ground -	Same - -	Width of Martin's Road next High Road, Peckham	15	15	Girder. Lower Road 1 Foot
High Street -	Turnpike Road	Full Width of Road and Footpaths	16	—	Girder.
Cow Lane - -	Public Road -	†Same - -	15	15	Girder or Arch. Lower Road 1 Foot
Albert Road or "The Braid" -	Same - -	40 Feet, including Footpath -	20	14	Arch.
Award Road, near Nunnery -	Same - -	40 Feet, including Footpaths -	15	15	Girder. Road to be lowered 4 Feet.

* Plans of proposed Deviation of these Roads to be submitted to Vestry.

† Not to be interfered with without the Consent of Vestry.

59. The

Bridge over High Street, Peckham.

59. The Bridge for carrying the Railway over *High Street, Peckham*, shall be a flat Girder Bridge: Provided that in case the Height of Sixteen Feet can be afforded over the whole Width of the Road, exclusive of Footpaths, by means of a Bridge of any other Description, such Bridge may be built by the Company instead of a flat Girder Bridge; but in such Case the Drawing of the intended Bridge shall be previously submitted to and approved by the Surveyor for the Time being of the Vestry of *St. Giles Camberwell*, and if he does not approve of such Drawing within Twenty-one Days after the Submission thereof to him then a Girder Bridge shall be erected by the Company.

As to Construction of Bridges in Camberwell.

60. All Bridges over the Roads herein-before mentioned in the Parish of *Saint Giles Camberwell* shall be constructed so as to prevent as far as possible the Percolation of Water through the same.

Screens to be erected.

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

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

62. The Company shall to the reasonable Satisfaction of the Surveyor to the said Vestry restore all Sewers, Drains, and Gullies in the Streets and public Places in the Parish under their respective Control which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies, and Fourteen Days Notice shall be given to the Surveyor previously to any Interference with such Sewer, Drains, or Gullies.

All Expenses of Works to be paid by the Company.

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

Drainage Works in Parish subject to Jurisdiction of Vestry.

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

Company to make good Deficiency of local Rates.

65. If and while the Company are possessed under this Act of any Lands assessed or liable to be assessed to any Sewers Rate, Main Drainage Rate, Church Rate, or General Purposes Rate, they shall from Time to Time until the Railway or the Works thereof are completed, and assessed or liable to be assessed to the respective Rates, be liable to make good

good the Deficiency in the Assessment for the respective Rate by reason of those Lands being taken or used for the Purposes of the Railway or Works; and the Deficiency shall be computed according to the Rental at which those Lands with any Buildings thereon are now rated, and on Demand the Company shall pay the Deficiency to the Collector of the respective Rate.

Company to restore Streets in Parish of Camberwell broken up.

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

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

67. The Company shall not authorize the affixing of any Placards, Bills, or Advertisements, except for Railway Advertisements, to or upon the Face of any Wall of any Bridge or Arch carrying the Railway over any Street or public Highway within the Parish of *Saint Giles Camberwell*; and the said Vestry and their authorized Officers may prevent the affixing of any such Placard, Bill, or Advertisement on the Face of any such Wall, and if affixed may remove the same, as fully and effectually as if for this Purpose those Walls belonged to the said Vestry, provided that in removing the same they shall not do any Damage or Injury to such Walls: Provided always, that the Vestry of *Saint Giles Camberwell* and the Company may agree with each other for the Execution of the Works, Matters, and Things in this and the Nine preceding Sections referred to in some other Mode, or for the Modification or Abandonment of the same or any of them.

Alterations with Consent of Vestry.

Arbitration.

68. If any Difference shall arise between the Vestry of *Saint Giles* and the Company respecting any of the Matters contained in the Ten preceding Sections, such Differences shall be referred to an Arbitrator to be agreed upon between the Company and the Vestry, or, failing such Agreement, to an Arbitrator to be appointed by the Board of Trade, and the Decision of such Arbitrator to be agreed upon or approved as aforesaid shall be final and conclusive.

Saving Rights of the

69. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, Privileges, or Authorities vested

vested in the Metropolitan Board of Works, or any Vestry or District Board constituted under the Metropolis Local Management Act, 1855, but all such Rights, Powers, and Authorities shall remain as completely unimpaired and unaffected as if this Act had not been passed, anything herein-before contained to the contrary notwithstanding. Metropolitan Board of Works.

70. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with, any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," and "The Metropolis Management Amendment Act, 1862," or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Works until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Sections showing the Course and Inclination thereof and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid, and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Metropolitan Board and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries shall reasonably require, for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the reasonable Costs, Charges, and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, and be maintained by them, as the For Protection of Sewers of Metropolitan and other Boards.

the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

As to Width and Headway for Roads and Streets not expressly provided for.

71. With respect to any Road, Street, or Way within the Area under the Jurisdiction of the Metropolitan Board of Works, be it enacted, That wherever the Railway shall be carried across any public Carriage Road or public Street, it shall, unless where otherwise expressly authorized by this Act, or allowed by the Metropolitan Board of Works, be made and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists), and with a Headway of a clear Height of not less than Sixteen Feet throughout the whole Width of the Carriageway of such Road or Street; and the Company shall not execute or commence the Execution of any Bridges proposed to be constructed for the Purpose of carrying the intended Railway over any Road, Street, or Way within the said Area until they shall have given to the said Metropolitan Board of Works Fourteen Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, and Sections of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plans, Elevations, and Sections as aforesaid, and the Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Works, and shall, except as aforesaid, provide by new, altered, or substituted Works, in such Manner as the said Board may deem necessary, for the proper Execution of the said Works, and for preventing Interference with Traffic, Injury, or Impediment and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works at the reasonable Costs, Charges, and Expenses in all respects of the said Company; and all reasonable Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand: Provided that if the said Board and the Company shall differ as to any such Plans, Elevations, and Sections as aforesaid, or the Mode of carrying out the same, or any other Matter or Thing arising out of this or the preceding Clause, every such Difference shall, on the Application

Application of the said Company or of the said Metropolitan Board, be referred to an Engineer to be named by the Board of Trade to determine the same.

As to crossing of Camberwell Road.

72. In carrying the Railway over the *Camberwell Road* and other Streets under the Control of the Vestry of *Saint Mary Newington* the Company shall, unless otherwise agreed between the Company and the said Vestry, observe the following Conditions:

There shall be a clear Headway of not less than 18 Feet over the whole Width of the *Camberwell Road* exclusively of the Footpaths, and the existing Width of the Street shall be preserved; the Piers of the Bridge shall not project beyond the Line of the Houses, and the Company shall light the under Part of the said Bridge:

The Station to be erected near *Walworth* Gate shall command both the proposed Line of Railway and the present Line:

The Company shall give a clear Headway of 16 Feet over and preserve the full Width of the following Streets: *Olney Street*, *Princes Street*, *Arthur Street*, *Cyril Street*, *Red Lion Row*, *Milk Street*; and *Boundary Lane*:

All Bridges over the *Camberwell Road* and the said Streets shall be Girder Bridges, and the same and all other Bridges to be erected by the Company in the said Parish of *Saint Mary Newington* under the Powers of this Act shall be so constructed as to prevent, as far as possible, Noise from the passing of the Trains over them, and shall be made Water-tight, and shall have panelled Parapets on each Side thereof; and the Piers of the said Bridges shall not be used for Placards, excepting Advertisements relating to the Railways of the Company.

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

73. The Company shall not, without the previous Consent in Writing of the *Grand Surrey* Docks and Canal Company (herein-after called "the Docks and Canal Company"), enter upon, take, or use for the Purposes of the Railway No. 1. (*Peckham* Line) more of the Lands or other Property of the Docks and Canal Company than shall be absolutely necessary for the Formation of a double Line of Railway, nor any of the Lands or other Property of the Docks and Canal Company numbered on the deposited Plans 210b, 210c, 388, and 390, in the Parish of *Saint Giles Camberwell*.

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

74. The Company shall not in crossing the *Grand Surrey* Canal, or any of the Lands of the 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. 1. over Grand Surrey Canal.

75. In carrying the Railway (No. 1.) over the *Grand Surrey* Canal the Company shall, to the reasonable Satisfaction of the Engineer of the 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 not be less than Twelve Feet 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 Sixty 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 Fifty-four Feet for the Width of the Waterway, and 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 Fifty-four 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 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 Fifty-four 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 Bridge on side of Grand Surrey Canal.

76. And whereas the Railway (No. 1.) will interfere with the Accesses for Carriages along the Northern Bank of the *Grand Surrey* Canal: Therefore the Company, in addition to the Bridge for crossing the Canal, shall make and for ever thereafter maintain in good Repair, at the crossing of the Canal by the Railway on the North Side of the Canal, and on or immediately adjoining the Northern Bank thereof, a good and substantial Beam or flat Bridge of not less than Twenty-five Feet in the Span, and of not less than Sixteen Feet in Height in the Clear in every Part; and for the Purpose of giving such Height the Company may lower the Road numbered 28, in the Parish of *Saint Giles Camberwell*, on the deposited Plans, to any Extent, so that the same be not lowered below One Foot above Top-water Level of the Canal, and that the Rate of Inclination of such Road where altered be not greater on each Side of such Bridge than One in Forty, and that such Road where altered be well and sufficiently paved with Granite, and be well and sufficiently drained and kept drained by the Company into some Common Sewer.

Sites of Canal, &c. under Bridges, &c.

77. Notwithstanding anything in this Act contained, the Sites of the Canal, Towing-path, and Land of the *Grand Surrey* Docks and Canal Company under and adjoining the Bridge to be made and maintained for

for carrying the Railway (No. 1.) over the Canal, and under and adjoining the additional Bridge to be made and maintained on the Side of the Canal as herein-before provided, shall, except the Docks and Canal Company otherwise consent in Writing, continue vested in the Docks and Canal Company.

to be vested in the Docks and Canal Company.

78. 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.

Protection of Canal during Construction of Works.

79. The Railway (No. 1.) and Bridges and Works by this Act authorized or directed to be made over the Canal or Lands of the 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 Docks and Canal Company otherwise in Writing consent.

Railway and Works in connexion with Canal to be completed in a certain Time after Commencement.

80. The Company shall make good all Damage that may be occasioned to the Works or Property of the Docks and Canal Company by the Construction, Renewals, or Repairs of any of the Railways, 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 Docks and Canal Company the Company neglect to proceed with due Diligence to make good such Damage, the 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 Docks and Canal Company may proceed to make good such Damage without giving such Notice as aforesaid.

Company to make good Damage to Property of Grand Surrey Docks and Canal Company.

81. 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, or Banks 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 Docks and Canal Company as Damages Fifty Pounds for every Day on which such Obstruction shall occur or continue.

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

82. 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

In case Bridge, &c. be out of

Repair Canal Company may repair and recover Expenses.

the Property or Rights of the Docks and Canal Company, shall be out of Repair, then and in every such Case it shall be lawful for the Docks and Canal Company to make all needful Repairs, and to recover the Costs and Expenses attending the same from the Company as Damages.

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

83. 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 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 Docks and Canal 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, or by an Umpire to be appointed by them, whose Decision shall be final.

Saving Rights of Grand Surrey Docks and Canal Company.

84. 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 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.

For Protection of Property of the Marquis of Westminster, Mr. Sloane Stanley, and Mr. Cubitt's Trustees.

85. And whereas the Most Honourable *Richard* Marquis of *Westminster* and *William Hans Sloane Stanley*, as Freeholders, and *Mary Anne Cubitt* Widow, *George Cubitt* Esquire, and *Andrew Cuthell* Esquire, (in their Character of Executors and Trustees of the Will of *Thomas Cubitt*, late of *Denbies*, near *Dorking* in the County of *Surrey*, Esquire, deceased, and who are herein-after called "the Trustees,") as Leaseholders under the said Marquis, *William Hans Sloane Stanley*, and others, are entitled to divers Houses and other valuable Property in the Parish of *Saint George Hanover Square* aforesaid in the immediate Neighbourhood of the Works hereby authorized for the *Victoria* Station Extension: Therefore, for the Purpose of protecting the Interests as well of the said Marquis and his Successors in Title as of the said *William Hans Sloane Stanley*, his Heirs and Assigns, and of the said *Mary Ann Cubitt*, *George Cubitt*, and *Andrew Cuthell*, as such Trustees as aforesaid, and their Successors, it is enacted, That in constructing and maintaining the "*Victoria* Station Extension" and the Works connected therewith the Company shall observe the following Conditions:

1. It

The London, Chatham, and Dover Railway Act, 1863.

1. It shall not be lawful for the Company, unless with the Consent in Writing of the Marquis and the said *William Hans Sloane Stanley* and of the said Trustees, or of their respective Successors, to construct any Portion of the Works authorized by this Act to a greater Extent on the Eastern Side of the centre Line of the said Railway No. 4. shown on the said deposited Plans than Fifty Feet measured from such centre Line:

2. If *Saint Michael's* Schools (numbered on the said Plans Fifty-five in the Parish of *Saint George Hanover Square*) shall not be entirely removed under the Powers of this Act, but shall continue to be used as a School, the Company shall find and provide for the Children taught therein such an Access and Exit thereto and therefrom as will effectually avoid any Necessity for such Children on going to or leaving such School to pass from or into *Hugh Street West*:

3. The existing Level of the Bridge carrying *Saint George's Road* over the existing Railway shall not be altered, but the Roadway from the South-east End of such Bridge to a Point Thirty-five Feet South-east from the Quoin of the House numbered on the said Plans Ninety-one in the same Parish may be raised Two Feet above the present Level of such Roadway, and from such Point it shall be sloped regularly, as far as the Trustees or their Successors shall require, in order to make the Incline thereof as gradual as possible:

4. The existing Level of the Bridge carrying *Belgrave Road* over the existing Railway shall not be altered, but the Roadway from the South-east End of such Bridge to a Point in a Line with the Party Wall between the Houses numbered on the said Plans 126 and 127 in the said Parish may be raised Two Feet above the present Level of such Roadway, and from such Point it shall be sloped regularly, as far as the Trustees or their Successors shall require, in order to make the Incline as gradual as possible:

5. The cross Streets communicating with *Belgrave Road* and *Saint George's Road* shall be regularly sloped, as far as the Trustees or their Successors shall require, so as to make their Inclines as gradual as possible; and the Width of *Belgrave Road* and *Saint George's Road* shall not be altered, and no Entry or Exit for Carriages, Cabs, or other Vehicles from or to the Railway Station, or from or to any Road communicating therewith, shall be made into or from *Belgrave Road* and *Saint George's Road*, or either of them:

6. The Provisions contained in the 58th Section of the *Victoria Station and Pimlico* Railway Act, 1858, relative to covering the existing Railway from the North-east Side of *Saint Michael's* Schools to at least Sixty Yards North-east of *Eccleston Bridge*, and to the entire

entire Enclosure thereof to the Extent of Thirty Yards on each Side of the *Saint George's* and *Eccleston* Bridges, shall, subject to this Act, extend and apply to the said Railway hereby authorized in such and the same Manner as though the same Provisions were herein expressly enacted, and made applicable to the Railway and Works hereby authorized; and such Railway shall also be entirely covered with a Roof from a Point Thirty Yards from the South-west Side of *Ebury Bridge* to a Point Sixty Yards from the North-east Side of the same Bridge, and shall also be enclosed on both Sides thereof between the same Points; and the Inclosure on each Side of the said Three Bridges (whether the same shall be above or below the Parapets thereof) shall be so formed as entirely to prevent the Escape of Smoke or Vapour into the Roads; and where such Inclosure shall be higher than the Parapets of the Bridges the same shall be of handsome Elevation, to be approved of by the Trustees or their Successors and the said *William Hans Sloane Stanley* respectively, or (in case of Difference between them and the Company) by some Person to be named by the President for the Time being of the Institution of Civil Engineers; and the Company shall be bound at all Times to keep the Roofing of the Railway and the Inclosures hereby authorized and required, and also the Roofing of the existing Inclosures of the Company's present Station, in proper and ornamental Repair and Condition:

7. Subject to the Conditions and Restrictions contained in this Enactment, all the Provisions contained in Sections 49, 50, 51, 52, 53, 54, 55, and 57 of the "*Victoria Station and Pimlico* Railway Act, 1858," shall apply to the Railway and Works in the Parish of *Saint George Hanover Square* to be formed and executed under the Powers of this Act in such and the same Manner as though such Sections were herein re-enacted, and expressly made applicable to such Railway and Works:

8. The Railway between *Ebury Bridge* and *Eccleston Bridge* shall be laid and maintained on longitudinal Sleepers bedded in an elastic Material so as to be as noiseless as possible:

9. The Company shall not take down any House other than and except the Houses in the *Belgrave Road* numbered on the deposited Plans, in the Parish of *Saint George Hanover Square* aforesaid, 117, 118, 119, 126, 127, 128; the Houses in *Saint George's Road* numbered on the said Plans 75, 76, 91, 92, 93; the Houses in *Cambridge Street* numbered on the said Plans 56, 57, 58, 59, 60, and 68; and none of the Houses on the North-west Side of *Hugh Street* or *Hugh Street West* shall be taken down except those numbered 42, 43, 44, 45, 46, 47, 48 on the said Plans; and the Company shall architecturally and appropriately

priately decorate and make good the Flanks of all Houses which shall have adjoined any Houses which shall have been removed as aforesaid, and shall erect Screen Walls, or Screens of handsome Elevation, (to be approved of by the Trustees or their Successors, or their Architect,) or by the said *William Hans Sloane Stanley* respectively, where Houses or other Buildings shall have been removed; and as regards *Saint George's Road* and *Belgrave Road*, and the Railway on each Side of the *Ebury Bridge*, the Screens shall be as handsome in Elevation and Appearance as the Screen erected by the *London, Brighton, and South Coast* Railway Company at *Eccleston Bridge*, but entirely enclosed so as to prevent the Emission of Smoke or Vapour, and the Company shall be bound at all Times to keep the before-mentioned Screen Walls and Screens in proper and ornamental Repair and Condition.

Provisions to be observed in constructing Bridge across the Thames.

86. The following Provisions shall be observed as to the Construction of the Bridge across the *Thames*:

(1.) The Company shall not make or commence any Work whatsoever on the Shore or Bed of the River *Thames*, or of any Creek or Inlet thereof, without the Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary first had and obtained:

(2.) The Bridge across the River *Thames* by this Act authorized shall be made according to Plans and Elevations and on a Site to be approved by the Conservators of the River *Thames* and deposited at their Office, and the Works thereof in the River *Thames* and adjoining thereto shall be executed to the Satisfaction of the Engineer of the Conservators; and the clear Height of the Headway under the Centre of each Arch of the said Bridge, unless otherwise agreed between the Company and the said Conservators, shall be nowhere less than Twenty Feet above *Trinity* High-water Mark; and the Foundations of the Piers and Abutments of the Bridge shall be sufficient to allow of any future deepening of the River to the Extent of at least Thirty Feet below the Level of *Trinity* High-water Mark; and the Traffic of the River shall not be interrupted more than is absolutely necessary in the making of the Works; and the Plans for the Cofferdams and all other preliminary Works for the Piers and Abutments of the Bridge shall be approved by the Conservators before the same shall be carried into execution:

(3.) Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames*, or the Shore thereof, except according to the Plan approved by the Conservators of the River *Thames*:

(4.) The

(4.) The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames* without the previous Consent of the Conservators of the River *Thames* in Writing under the Hand of their Secretary:

(5.) During the making of the Bridge and the Works connected therewith the Company shall hang out or exhibit thereat or near thereto, and for ever after the Completion of the Bridge the Company shall hang out or exhibit on the Bridge every Night, from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, and proper and sufficient for the Navigation and safe Guidance of Vessels, and the Lights shall from Time to Time be altered by the Company in such Manner, and be of such Kind and Number, and be so placed and used, as the Conservators of the River *Thames* by Writing under the Hand of their Secretary shall approve; and in case the Company fail so to exhibit and keep burning the Lights they shall for every such Offence forfeit Ten Pounds:

(6.) Whenever the Company shall shut up, remove, or take away, or in any Manner obstruct, the free Use and Enjoyment of any existing public Stairs or Landing Place, they shall forthwith cause some equally convenient free public Stairs or Landing Place to be erected or provided in the Place or Stead of the Stairs or Landing Place so shut up, removed, or taken away, or the free Use and Enjoyment of which may be in any Manner obstructed:

(7.) Before the Bridge is commenced the Company shall invest in the Consolidated Three Pounds *per Centum* Annuities in the Names of *Jonathan Thorp* Esquire, Captain *William Pigott* Deputy Master of the *Trinity House*, *Charles Jones Hilton* Esquire, and Sir *Cusack Patrick Roney* Knight, or the Survivors of them, the Sum of Three thousand Pounds, which Sum when so invested, with all Dividends to accrue thereon (and which Dividends shall from Time to Time as they become payable be invested in like Manner and accumulated therewith), shall be and continue a Fund in trust for the following Purposes; that is to say,

(*a*) So soon as it appears to the Satisfaction of the Trustees, or the Majority of them, that the Bridge and the Works connected therewith are so far made that the Trust Fund will be sufficient to complete the Bridge and Works, then the Trustees shall transfer the Trust Fund to the Company, or as they direct, to be applied for that Purpose:

(*b*) Or, in case the Company do not within Four Years after the passing of this Act complete such Bridge and Works, then the Trust Fund shall be applied in removing, in such Manner as the Trustees or the Majority of them direct, such

such Parts of such Bridge and Works as are then made but left unfinished:

(*c*) Or in case the Company, after having commenced such Bridge and Works, at any time thereafter fail for Six successive Months to proceed with or make reasonable Progress in making the Bridge and Works, then the Trustees, or the Majority of them, if they in their Discretion think proper, may forthwith apply the Trust Fund for removing such Parts of the Bridge and Works as are made but left unfinished in like Manner as if the Four Years had actually expired:

(8.) If at any Time or Times the Admiralty deem it expedient, they may order a local Survey and Examination of any Works of the Company in, over, or affecting the River *Thames*, or of the intended Site thereof, and the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof 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:

(9.) If any Work be constructed by the Company in, over, through, or across the River *Thames*, or if any Portion of any Work to be made by the Company which affects or may affect the River *Thames*, or the Access thereto, be abandoned or suffered to fall into Disuse or Decay, the Admiralty or the Conservators of the River *Thames* may abate and remove the same or such Parts thereof as they think fit, and restore the Site thereof to its former Condition, at the Cost of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown or the said Conservators, as the Case may be, and be recoverable accordingly, with Costs of Suit, or may be recovered with Costs as a Penalty:

(10.) Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of the passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Design for Eastern Face of Bridge.

87. The Eastern Face of the Bridge over the *Thames* authorized by this Act shall be in general Character and Appearance similar to the Western Face of the existing Bridge of the *Victoria Station and Pimlico* Railway over the said River.

Land and Works of Company to

88. The Railway No. 3, and the Two Mixed Gauge Lines on the Railway No. 4, and the Site of those Two Lines, and the Two Mixed

be under their sole Control.

Gauge Lines on the Railway No. 5, and the Site thereof, and the Land which the Company may acquire under the Provisions of this Act in the Parish of *Saint George Hanover Square* for the Purposes of their Railway and Station, and the Railways, Sidings, Offices, Warehouses, Machinery, and Works to be constructed upon the said Land, (excepting after Delivery of Possession thereof to the *Brighton* Railway Company the Land which the Company are by this Act required to convey to the *Brighton* Railway Company, and the Narrow Gauge Line of Way, Sidings, Offices, Warehouses, Machinery, and Works which may be constructed by the *Brighton* Railway Company thereon,) shall be absolutely free from the Control and Interference of the *Brighton* Railway Company, or of the *Victoria Station and Pimlico* Railway Company, save and except, as regards the *Victoria Station and Pimlico* Railway Company, such Interference and Control as that Company can and may from Time to Time lawfully use or exercise in respect of their Estates, Rights, and Interests as defined, settled, or regulated by the Agreement between that Company and the Company and the *Great Western* Railway Company bearing Date the Twenty-sixth Day of *June* One thousand eight hundred and sixty, scheduled to and confirmed by the "*Victoria Station and Pimlico* Railway Act, 1861," and by the last-mentioned Act and by this Act or any other Act of this Session, or as the same may be defined, settled, or regulated by any Lease to be made in pursuance of the same Agreement as altered or modified by the same Acts: Provided that nothing in this Section contained shall defeat or prejudice the other Provisions of this Act giving to the *Brighton* Railway Company Control over the Communications between any Railway by this Act authorized and any Railway of the *Brighton* Railway Company, and over the Signals, Works, and Conveniences connected therewith.

For Purposes of Agreement with Victoria Station, &c. Company, Railway No. 4 substituted for existing Railway.

89. From and after the Time when the Two Mixed Gauge Lines of Railways No. 4. and 5. are completed and opened for public Traffic the Right of the Company and the *Great Western* Railway Company respectively under the Fifth Head of the *Chatham* and *Great Western* Agreement set forth in the Schedule to the "*Victoria Station and Pimlico* Railway Act, 1861," to use and to have a Lease of so much of the now existing Railway to which that Agreement relates as is specified in this Act, shall wholly cease, and the said Two Mixed Gauge Lines of Railway No. 4. shall be used by the Company and the *Great Western* Railway Company respectively by way of Substitution for so much of the now existing Railway as aforesaid, and thereupon the Terms and Conditions of that Agreement shall be modified as follows; that is to say,

(*a*) The Rent which under the Sixth Head of that Agreement is to be from Time to Time paid by the Company and the *Great Western* Railway Company instead of Tolls for the Use of the now existing *Victoria Station and Pimlico* Railway, and for

Station

Station Accommodation and surplus Land, shall be payable and paid instead of Tolls for the Use of the said Two Mixed Gauge Lines of Railway No. 4, and for Station Accommodation and surplus Land:

(*b*) The Proviso for Re-entry referred to in the Sixth Head of that Agreement shall apply to the said Two Mixed Gauge Lines of Railway No. 4, including the Lands, Embankments, Cuttings, Bridges, Slopes, and Works on which the same are constructed, as if they were leased in accordance with the Provisions of the "*Victoria Station and Pimlico* Railway Act, 1861," by the *Victoria Station and Pimlico* Railway Company to the Company and the *Great Western* Railway Company:

(*c*) The Eighth Head of that Agreement shall apply to Traffic of the *London and North-western* Railway Company over the said Two Mixed Gauge Lines of Railway No. 4, or any Part thereof respectively, instead of to their Traffic over the existing *Victoria Station and Pimlico* Railway, and the Rights of the *Victoria Station and Pimlico* Railway Company under that Head shall not be prejudiced or affected by any Alteration or Commutation or Cesser of the Tolls receivable by the *Victoria Station and Pimlico* Railway Company from the *Brighton* Railway Company, as expressed in that Head, but the Company and the *Great Western* Railway Company shall jointly have the Right of admitting the Traffic of all other Railway Companies over the said Two Mixed Gauge Lines of Railway No. 4. into their Portion of the *Victoria* Station without Payment of any Toll or additional Rent to the *Victoria Station and Pimlico* Railway Company:

(*d*) The Ninth Head of that Agreement shall not be construed to impose any Obligation upon the *Victoria Station and Pimlico* Railway Company with respect to the said Two Mixed Gauge Lines of Railway No. 4.

Saving Rights of Victoria Station and Pimlico Company.

90. Save as expressly enacted, nothing in this Act contained shall prejudice, affect, or take away any of the Rights, Powers, Property, or Remedies of the *Victoria Station and Pimlico* Railway Company.

Power to the Great Western Company to run over and use Railway No. 5.

91. The *Great Western* Railway Company shall for all Purposes of Traffic be entitled to run over and use with their Engines, Carriages, and Waggons, and by their Officers and Servants, the Railway Number 5 herein-before authorized, and the Works and Conveniences connected therewith, upon the Payment of such Tolls as may have been or may be agreed upon between the Company and the *Great Western* Railway Company.

As to Tolls.

92. The Company may demand and receive for and in respect of the Railways herein-before described as Number 1 and 2 the same Tolls

and

and Charges which they are authorized to take in respect of the City Section of their Metropolitan Extensions, and the same Railways shall for the Purposes of Toll be deemed Part of such City Section; and the Company may demand and receive for and in respect of the Railways herein-before numbered 3, 4, and 5, by this Act authorized, the same Tolls and Charges which they are authorized to take with respect to the West End Section of their Metropolitan Extensions; and the last-numbered Railways shall for the Purposes of Toll be deemed Part of such West End Section of the Metropolitan Extensions as though originally authorized to be constructed together with those Extensions; and the *Great Western* Railway Company may demand and receive for and in respect of the said Railways Nos. 4. and 5. the same Tolls and Charges which they are now authorized to take on the said *Victoria Station and Pimlico* Railway.

For protecting Company's Railway at Bromley.

93. Where the Railway authorized by "The *South-eastern* Railway (*Tunbridge* and *Dartford* Lines) Act, 1862," is intended to cross the *London, Chatham, and Dover* Railway, the Crossing shall be effected by means of a Bridge of One Span of Twenty-four Feet at least in every Part thereof measured at Right Angles with the Rails of the *London, Chatham, and Dover* Railway, and having in every Part thereof a clear Space of at least Fourteen Feet in Height above the Surface of such Rails, and in such Manner only as not to interfere with the Use of the last-named Railway and the Passage of the Traffic thereon; and all the Works necessary for such Purpose shall be executed under the Direction and to the reasonable Satisfaction of the Engineer of the Company, and according to Plans previously submitted to and approved by him.

Expenses to be borne by the South-eastern Company.

94. The Expenses of the Bridge or Arch and other Works necessary for such Crossing, and also of keeping the same in repair, shall be borne and paid by the *South-eastern* Railway Company; and such Bridge or Arch and other Works shall not only be in the first instance made and executed, but shall also from Time to Time be altered, amended, repaired, and maintained, by the same Company under the Direction and Superintendence and to the reasonable Satisfaction of the Engineer for the Time being of the *London, Chatham, and Dover* Railway Company on each Occasion, according to Plans previously submitted as aforesaid, and in such Manner as shall not in anywise prejudice or injure the *London, Chatham, and Dover* Railway, or impede the Passage along the same: Provided always, that if any Dispute shall arise between the Company and the *South-eastern* Railway Company with reference to any Matter comprised in or referred to in this or the last preceding Section, the Matter in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade on the Application of either Party.

95. During

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

95. During the Construction of the *Tunbridge* and *Dartford* Lines over and adjacent to the Railway of the Company the *South-eastern* Railway Company shall bear and on Demand pay to the Company the reasonable Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railways with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accidents to arise from any of the Operations of the *South-eastern* Railway Company, or from the Acts or Defaults of their Contractors, or of any Person or Persons in the Employ of the *South-eastern* Railway Company or their Contractors.

For Protection of the Company against Damage occasioned by South-eastern Company.

96. If and whenever any Damage or Injury happens to the said Railway of the Company, or to any of the Works or Property of the Company, by reason of any Defect, Subsidence, or Failure of any of the Works of the *South-eastern* Railway Company, or by reason of the Execution by the *South-eastern* Railway Company of any of the Powers of the said *Tunbridge* and *Dartford* Lines Act, or of any Failure in the due Execution thereof, the *South-eastern* Railway Company shall make full Compensation to the Company for all such Damage or Injury.

South-eastern Company to acquire only Easements in Land of Company.

97. With respect to any Land of the Company which the *South-eastern* Railway Company are by the said Act from Time to Time authorized to use, enter upon, or interfere with, the *South-eastern* Railway Company shall not purchase and take the same, but they may purchase and take, and the Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the *South-eastern* Railway Company might purchase and take the same; and it shall not be lawful for the *South-eastern* Railway Company to take, enter upon, or use, either permanently or temporarily, any of the Lands belonging to the Company, or to alter, vary, or interfere with their Railway or Works, further or otherwise than is necessary for constructing such Crossing, unless with the Consent in every Instance for that Purpose first had and obtained of the Company under their Common Seal.

Powers for compulsory Purchases limited.

98. The Powers by this Act conferred for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years from the passing of this Act.

Period for Completion of Railways.

99. The Railway (No. 4.) (*Victoria* Station Extension) and the Railway (No. 5.) shall be completed, with Two Lines of Way on the Mixed Gauge, within Three Years; and the other Railways which the Company are by this Act authorized to construct shall be completed within Five Years from the passing of this Act, and on the Expiration of the

the Period by this Act limited for the Completion of any Railway the Powers by this Act granted to the Company for making that Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much of that Railway as shall then be completed.

Penalty if Railways not opened within specified Time.

100. If the Railways are not completed and opened for public Traffic within the respective Periods by this Act limited for the Completion thereof, the Company shall be liable to a Penalty at the Rate of Fifty Pounds for every Day after the said Period until such Railways shall be so completed and opened, and the said Penalty shall be deemed a Debt due to Her Majesty in right of Her Crown, and may be recovered accordingly: Provided always, that if the Company has been prevented from completing or opening the Railways or any of them by unforeseen Accident, or by Circumstances beyond their Control, (of which Fact a Certificate under the Hand of the Secretary of the Board of Trade shall be the sole and conclusive Evidence,) the Company shall not be liable to the Payment of the same Penalty in respect of the Period during which it shall be certified that they have been so prevented as aforesaid, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Company may apply Funds to certain Purposes of Act.

101. It shall be lawful for the Company to defray the Cost of the short Railway at *Sittingbourne* and of the Road at *Gillingham* out of any Funds in their Hands applicable to their general Undertaking.

Power to raise additional Capital by new Shares as herein stated.

102. In addition to any other Sums which they are authorized to raise for the Purposes of their Undertaking:

The Company may from Time to Time raise for the Purposes of the Railways and Works herein-before numbered 1 and 2, which Railways and Works are herein-after distinguished as Metropolitan Extensions, Eastern Section, any Sums not exceeding Eight hundred and fifty thousand Pounds by the Creation of new Shares to be called "Metropolitan Extensions (Eastern Section) Shares:"

And the Company may raise from Time to Time by the Creation of "*Victoria* Station Improvement Shares" any Sums not exceeding in the whole Three hundred and seventy thousand Pounds, to be applied to the Purposes of the Railways and Works herein-before numbered 3, 4, and 5, by this Act authorized, and to the Purchase of Land and Property for the Enlargement of the *Victoria* Station, and the Construction of the Works necessary for the said Station, and the Sidings, Warehouses, Offices, and Machinery connected therewith:

And the Company may issue all or any of the said Shares as "Preferred Half Shares" and "Deferred Half Shares," or may after the Issue thereof, and with Consent of the registered Holders thereof, divide the same into such Half Shares in accordance with the Provisions of any of the Acts now in force relating to the Company.

103. The

Classes and Amounts of Shares.

103. The respective new Shares created under this Act for raising the said Sums of Eight hundred and fifty thousand Pounds and Three hundred and seventy thousand Pounds may be created at One Time or different Times in One or more Classes, and of such Amounts as will allow the same to be conveniently apportioned or disposed of according to the Resolutions of any Ordinary or Special Meeting of the Company; and the Company may from Time to Time (but subject to the Provisions of this Act) fix the Amount and Times of Payment of the Calls on Shares created under the Powers of this Act.

Application of divisible Profits of Metropolitan Extensions, Eastern Section.

104. The Profits of the Metropolitan Extensions, Eastern Section, applicable to Dividend from Time to Time shall be applied in the first place in Payment of Dividend on the Metropolitan Extensions, Eastern Section, Shares until a Dividend of such Amount (not exceeding Six *per Centum per Annum*) as the Company at any Meeting shall attach to those Shares shall have been paid on the total Amount from Time to Time paid up on those Shares, and (subject thereto, and also subject to such, if any, additional Capital for any Purposes in connexion with the Metropolitan Extensions, Eastern Section, as Parliament may hereafter sanction,) the Residue of those Profits shall fall into and become Part of the general Profits of the Company, as defined by "The *London, Chatham, and Dover* Railway (Additional Powers) Act, 1862."

For ascertaining divisible Profits.

105. The Company shall keep separate Accounts of all Receipts and Payments from, for, or on account of the Metropolitan Extensions, Eastern Section, and the Balance of the gross Receipts which shall remain after deducting for Expenses of Working and Management such a Proportion (not exceeding Fifty *per Centum per Annum*) of such gross Receipts as shall be determined by any Meeting of the Company after the Opening of the said Eastern Section, and also after deducting all Interest on borrowed Money for the Time being secured or attaching to the same, shall, for the Purposes of this Act, be deemed the Profits of the Metropolitan Extensions, Eastern Section, applicable to Dividend.

As to Revenue of Victoria Station Improvement Shares.

106. The *Victoria* Station Improvement Shares shall be entitled to receive out of the Receipts from Traffic of the Company using the *Victoria* Station, or the existing or future Approaches thereto, such Sum or Sums as the Board of Directors of the Company, under the Authority of an Extraordinary General Meeting of the Company duly convened with Notice of the Object, shall fix and determine, and the said Sum or Sums may either be fixed, and in the Nature of a Rent for the Use of the said Station and Approaches, or may be fluctuating, and in the Nature of Toll on the Traffic using the same, or may be partly in the Nature of Rent and partly in the Nature of Toll.

107. All

As to Dividend on Metropolitan Extension (Eastern Section) Shares.

107. All new Shares to be created under the Powers of this Act for raising the Sum of Eight hundred and fifty thousand Pounds for the Metropolitan Extension (Eastern Section), and whether created at One Time or in One Class, or at different Times or in different Classes, shall (subject to the Preference or Priority *inter se* of Half Shares bearing the same Number) entitle the Holders thereof to Dividend or Interest *pari passu*, but only out of the Profits applicable under this Act to Dividend on the Metropolitan Extension (Eastern Section) Capital of Eight hundred and fifty thousand Pounds, and not out of any other Profits of the Company.

As to Dividend on Victoria Station Improvement Shares.

108. All new Shares created under the Powers of this Act for raising the Sum of Three hundred and seventy thousand Pounds, and whether created at One Time or in One Class, or at different Times or in different Classes, shall (subject to the Preference or Priority *inter se* of Half Shares bearing the same Number) entitle the Holders thereof to Dividend or Interest *pari passu*, but only out of the Revenue under the Powers of this Act assigned to the said Sum of Three hundred and seventy thousand Pounds, and not out of any other Profits or Receipts of the Company, and any other Shares or Stock in the Company shall not entitle the Holders thereof to Dividend or Interest out of the Revenue so assigned.

Limit of Amount and Number of Calls.

109. The Amount of any One Call to be made upon the Shares created under the Powers of this Act shall not exceed One Fourth of the Amount of such Shares, and there shall be an Interval of Two Months at 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.

Authorized Capital may be raised by Stock.

110. The Company may, if they think fit, raise by Creation and Issue of Capital Stock in lieu of the Creation and Issue of Shares any Part of the Capital which they may be from Time to Time authorized to raise under the Powers of this Act, and may attach to such Stock or any Part thereof the like prior or preferential Interests payable out of the same Profits or Revenue, and other Rights and Privileges, and in like Manner as they might have attached to the Shares in lieu of which such Stock may be created.

Power to borrow on Mortgage.

111. The Company may from Time to Time under the Powers of this Act borrow on Mortgage of their Metropolitan Extensions, Eastern Section, for the Purposes thereof, any Sum of Money not exceeding Two hundred and eighty-three thousand Pounds, and the Company may from Time to Time under the Powers of this Act borrow on Mortgage of the Rent or Toll which under the Powers of this Act may be assigned to the said *Victoria* Station Improvement Shares any Sum not exceeding One hundred

hundred and twenty-three thousand Pounds for the Purposes for which the said last-mentioned Shares are hereby authorized to be raised; but no Part of those Sums respectively shall be borrowed until the whole of the additional Capital by this Act authorized to be raised by new Shares for the same Object for which the respective Sum is authorized to be borrowed is *bonâ fide* subscribed for or taken, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such additional Capital has been subscribed for or taken *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers and their Assigns are legally liable for the same, of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence.

Application of Sums raised under this Act.

112. All and every Part of the Monies which the Company are by this Act authorized to raise by new Shares or Mortgage shall be applied only to the Purposes to which they are assigned by this Act.

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

113. 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 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 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 Shares into Stock," shall be incorporated with this Act, and shall apply to all Shares created, and to Mortgages granted, and Money borrowed, under the Powers of this Act.

Confirming Heads of Agreement with Great Western Company.

114. The Heads of Arrangement between the *London, Chatham, and Dover* Railway Company of the one Part and the *Great Western* Railway Company of the other Part, bearing Date the Ninth Day of *July* One thousand eight hundred and sixty-three, a Copy of which is contained in the Schedule to this Act, are by this Act confirmed and made binding upon the Companies Parties thereto.

Power to enter into Traffic Arrangements with Railway Companies.

115. The Company and the *Crystal Palace and South London Junction* Railway Company with respect to the Railways hereby authorized, and numbered 1 and 2, may from Time to Time enter into Contracts or Arrangements with respect to the following Purposes, or any of them; (that is to say,)

The Working, Use, Management, Maintenance, and Repair of the Railways, Subjects of the Contract, and the Collection, Conveyance, and Conduct of the Traffic thereof, and the Supply of any Rolling or

Working Stock, or of any Officers or Servants required for such Purposes, and the fixing and levying of the Tolls, Rates, and Charges arising from such Railways, and the Division between the Companies, Parties to the Contract of the Receipts arising from the Traffic upon the Railways, or which might have been conveyed on the same, and the Payments, whether by way of Rent, or fluctuating, or fixed, to be made respectively by the contracting Companies with respect to any of the Matters aforesaid.

Conditions of such Agreements.

116. All such Agreements under this Act shall be subject to the Approval of the Board of Trade, and no Agreement authorized or confirmed by this Act shall in any Manner increase or diminish, alter or affect, any of the Tolls, Rates, or Charges which the Companies, Parties thereto, are from Time to Time respectively authorized and entitled to demand or take from any Person; but all other Persons shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls and Charges, as if the Agreement were not entered into.

To be first approved by Shareholders.

117. No such Agreement shall have any Operation or Effect unless and until it be submitted to and approved by not less than Three Fifths of the Votes of the Shareholders present, personally or by proxy, at Extraordinary Meetings of the respective Companies, Parties to such Agreement, specially convened for the Purpose.

Agreement between Companies may be modified if required by the Board of Trade.

118. If at the Expiration of Ten Years from the making of any such Agreement for which the Approval of the Board of Trade is required by this Act, and so from Ten Years to Ten Years, the Board of Trade are of opinion that the public Interests are injuriously affected by any of the Terms or Conditions thereof, the Board of Trade may require the Parties thereto to modify the Terms and Conditions of the Agreement in such Manner as the Board of Trade may think necessary for removing the public Injury, and the Agreement shall be modified accordingly.

Public Notice at Expiration of decennial Period.

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

Saving existing Right to contract.

120. Nothing in this Act contained shall lessen or invalidate the Right to make Contracts which the Company may derive from Acts heretofore passed relating to the Company, or from "The Railways Clauses Consolidation Act, 1845," or from the General Law.

121. The

Appointment of joint Committee for carrying Agreements into effect.

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

Saving Rights of Great Western Company.

122. Except as by this Act specially provided, nothing herein contained shall take away or be construed to take away, diminish, alter, prejudice, or affect any of the Rights, Powers, Privileges, Immunities, or Authorities of the *Great Western* Railway Company.

Interest not to be paid on Calls paid up.

123. It shall not be lawful for the Company, out of any Money by this Act or by any other Act relating to the Company 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 hereinbefore 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.

124. It shall not be lawful for the Company, out of any Money by this Act authorized to be raised for the Purposes of such Act, 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, &c. not exempt from Provisions of present and future General Acts.

125. Nothing herein contained shall be deemed or construed to exempt the Railways or the Company from the Provisions of any General Act relative to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized to be taken by the Company, or of the Rates for small Parcels.

126. This

Short Title. Expenses of Act.

126. This Act may be cited as "The *London, Chatham, and Dover* Railway Act, 1863," and all the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incident thereto, shall be paid by the Company.

SCHE-

SCHEDULE.

HEADS of ARRANGEMENT between the LONDON, CHATHAM, AND DOVER RAILWAY COMPANY (herein-after called the Dover Company) of the one Part, and the GREAT WESTERN RAILWAY COMPANY (herein-after called the Great Western Company) of the other Part, in reference to the VICTORIA STATION AND PIMLICO RAILWAY. Dated Ninth July One thousand eight hundred and sixty-three.

THE existing Agreement between the said Two Companies to remain in force, subject to the following Modifications: And it is hereby agreed that these Heads of Arrangement shall be taken as supplemental to certain other Heads of Arrangement of even Date herewith, made between the Brighton Company of the First Part, the Dover Company of the Second Part, and the Great Western Company of the Third Part.

1. The Two new Lines on Railway No. 4. and the Junction Lines on Railway No. 5. on the Mixed Gauge, mentioned and described in the said Agreement of even Date herewith, shall be conjointly devoted to the Dover and Great Western Companies, without any Priority or Preference to either, and such Two Mixed Gauge Lines on Railway No. 4. and Railway No. 5. respectively, and all necessary Works and Junctions, with Sidings, Crossings, and proper Communications for Access as aforesaid, are to be constructed by and at the Expense of the Dover Company. All such Works, Junctions, Sidings, Crossings, and Communications for Access as aforesaid between the Mixed Gauge Lines on Railway No. 4. and on Railway No. 5. respectively, and the Arrangements for working the same, to be agreed upon between the Engineers of the Great Western and Dover Companies, or in case of Difference such Difference shall be referred to the Arbitration of an Engineer to be agreed upon between the Two Companies, or in default of Agreement to be appointed by the Board of Trade.

All Questions relating to Signalling of the said Two Lines on Railways No. 4. and 5. respectively, and the Junctions and Stations connected therewith, are to be arranged between the Directors of the Two Companies, and in case of Difference to be determined by Arbitration.

2. The Dover and Great Western Companies to pay their respective Proportions of the Rent to the Victoria Station and Pimlico Railway Company as stipulated by the existing Agreements, but at the Expiration of Three Years from the Joint Occupation of the present Lines by the Two Companies, or sooner if the Two new Lines be constructed, it shall be optional with either Company to give Notice in Writing to the other Company that a Revision ought to be made of the Proportions of Rent and Accommodation in consequence of a disproportionate Traffic by either or both Companies, in which Case, unless mutually agreed upon, it shall be referred to Arbitration to determine in what respect the Apportionment of Rent and Station Accommodation

shall be varied and altered during the next Three Years; and the Arbitrator shall accordingly determine and settle the same, and apportion the Rent to be paid by the Two Companies in accordance with and in proportion to the Number of Trains run by them respectively, and so on from Time to Time as and when either Company may exercise a like Option after the Lapse of every Three Years.

3. In consideration of the Expenditure which shall be incurred by the Dover Company in constructing such Two new and Junction Lines and Works, the Arbitrator may, if he thinks fit, in addition to the Proportion of Rent mentioned in the last preceding Article, award the Payment by the Great Western Company to the Dover Company of an annual Sum, to be calculated according to the Number of Trains run by the said Companies respectively, not exceeding as a Maximum One Third of Five thousand Pounds per Annum, that Sum of Five thousand Pounds per Annum being agreed between the Parties as the fair additional Rent or annual Allowance to be taken into account as representing in full all additional Expenditure and Liability to be incurred by the Dover Company.

4. The Great Western Company are not to be liable in any other way for Outlay or Expenses which may be incurred by the Dover Company in the Purchase of Land, or Construction of such new Lines, Junction Lines, Works, and Conveniences, or incidental thereto.

5. Unless otherwise mutually agreed between the Companies, if either Company construct any further or additional Lines beyond the said Two new Lines for Conveyance of their Traffic which would otherwise have passed over the said present or the Two new Mixed Gauge Lines the Subject of this Agreement, such Traffic shall be taken into account in estimating and calculating the Proportions of Rent to be paid by the said Companies Parties hereto respectively.

6. The Cost of repairing, maintaining, and keeping in good Condition the said Two new Mixed Gauge Lines of Railway, and the said Junction Lines, Works, and Conveniences, and all the Points, Switches, and Signals thereon or belonging thereto, shall be borne and paid by the Dover and Great Western Companies in accordance with and in proportion to the Number of Trains run by them respectively, in the same Way as is provided in Article 2 with reference to the Proportions of Rent payable by the said Companies respectively.

7. An Arbitrator to be from Time to Time appointed by the Companies, or, failing their Agreement, by the Board of Trade, who shall be the standing Arbitrator to whom all Questions arising between the Companies with reference to the Subject Matters hereof and all incidental Matters shall stand referred.

8. A formal Agreement in strict Conformity with these Heads of Arrangement to be executed if required by either of the Parties, and to be settled in case of Difference by Mr. Bullar, whom failing by Mr. John Horatio Lloyd.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.