ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

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21 & 22 Vict. c. li. "The *East Kent* Railway (Extension to *Dover*) Amendment Act, 1858:"

21 & 22 Vict. c. cvii. "The *East Kent* Railway (Western Extension) Act, 1858" (in this Act called "the Western Extension Act"):

23 & 24 Vict. c. clxxvii. "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860" (in this Act called "the Metropolitan Extensions Act"):

23 & 24 Vict. c. clxxxvii. "The *London, Chatham, and Dover* Railway (Capital) Act, 1860:"

23 & 24 Vict. c. clxxiv. "The *West London and Crystal Palace* Railway (Transfer of *Farnborough* Extension and Dissolution of Company) Act, 1860" (in this Act called "the Transfer Act"):

24 & 25 Vict. c. ccxxxix. "The *London, Chatham, and Dover* Railway (Various Powers) Act, 1861;" (in this Act called "the Various Powers Act, 1861"):

24 & 25 Vict. c. ccxl. "The *London, Chatham, and Dover* Railway (Works) Act, 1861" (in this Act called "the Works Act, 1861"):

25 & 26 Vict. c. cxcii. "The *London, Chatham, and Dover* Railway (Additional Powers) Act, 1862" (in this Act called "the Additional Powers Act, 1862"):

26 & 27 Vict. c. cciv. "The *London, Chatham, and Dover* Railway Act, 1863" (in this Act called "the Company's Act of 1863"):

23 & 24 Vict. c. clxxvii. And whereas by the Metropolitan Extensions Act (Sections 5 and 6) the Company were empowered to make certain Railways and Works (in that Act and in this Act included under the Name of the Metropolitan Extensions), embracing Three Sections, one of which was called the *Beckenham* Section, another was called the City Section, and the third was called the West End Section; and the City Section consisted of a Railway (Number 2) commencing at the Termination at *Herne Hill* of an intended Railway, Part of the *Beckenham* Section, and terminating in the Parish of *Saint Sepulchre* and City of *London* at or near *Brazier's Buildings*, and on the Eastward Side of *Farringdon Street* with a Bridge in the Line of the intended Railway (Number 2) for carrying the same over the River *Thames* at *Blackfriars*, together also with Two Junction Railways in connexion with the intended Railway (Number 2), the first commencing from that intended Railway in the Parish of *Saint Bride* and City of *London* on the North Side of *Ludgate Hill* near the Junction of *Ludgate Hill* and *Farringdon Street*, and terminating in the Parish of *Saint Sepulchre* in the County of *Middlesex* by a Junction with the *Metropolitan* Railway at or near the authorized Terminus thereof at or near the Junction of *Victoria Street* and *West Street*, and the second commencing from the first, in the Parish of *Saint Sepulchre* and City of *London*, at or near the Junction of *Skinner Street* and *Snow Hill*, opposite the End of *Seacoal Lane*, and terminating in the same Parish in or near *West Smithfield*: And whereas by the Works

24 & 25 Vict. c. ccxl. Act,

Act, 1861, (Sections 6 and 7,) the Company were empowered to make (amongst other Works) a Railway (in that Act and in this Act called the *Long Hedge Junction*) commencing in the Parish of *Saint Mary Battersea* by a Junction with the Railway Number 3 (West End Section) of the Metropolitan Extensions, and terminating at or near the Northernmost Corner of the Farm Buildings of *Long Hedge* Farm, and there forming a Junction with the Railway called the *Battersea* Alteration, authorized by "The *London, Brighton, and South Coast* Railway Act, 1860:" And whereas by "The *Crystal Palace and South London Junction* Railway Act, 1862," (in this Act called "the *South London* Act,") the *Crystal Palace and South London Junction* Railway Company (in this Act called "The *South London* Company") were incorporated, and were (Section 19) authorized to make and maintain Two Railways (both in this Act comprised under the Name of "the authorized *South London* Railway"): And whereas by the *South London* Act (Section 70) the *South London* Company and the Company are empowered to contract with respect to the Maintenance, Management, Use, and working by the Company of all or any Part of the Railways and Undertaking of the *South London* Company, and the Conduct of the Traffic thereon, and other Matters: And whereas by the Company's Act of 1863 (Sections 2 and 3) the Company were empowered to make and maintain (amongst other Works) a Railway (Number 2) (in that Act and in this Act called "the *Greenwich* Line"), commencing by a Junction with the authorized *South London* Railway in *Camberwell*, and terminating in *Greenwich* near *Croom's Hill Grove*, and also a Railway (Number 4) (in that Act called "the *Victoria* Station Extension") commencing near the Southern Abutment of the *Victoria Bridge*, and terminating in the *Victoria* Station on the North Side of the *Belgrave Road*: And whereas a Bill has been introduced into Parliament in the present Session to empower the *South London* Company to make a Railway (in this Act called "the *South London* New Line") from their authorized Railway (Number 1) to join the *Greenwich* Line authorized by the Company's Act of 1863: And whereas it is expedient that the Company be authorized to make the following Railways and Works (which Railways and Works are in this Act included under the Name of "the *Battersea* Works"); *videlicet*,

25 & 26 Vict. c. cxliv.

26 & 27 Vict. c. cciv.

27 & 28 Vict. c. c.

A Railway (Number 1) from the Railway Number 3 (West End Section) of the Metropolitan Extensions to join the Railway (Number 2) next herein-after described:

A Railway (Number 2) from the *London, Brighton, and South Coast* Railway (herein-after called "the *Brighton* Railway"), at or near *Stewart's Lane*, to join the intended Diversion of the *West London Extension* Railway first herein-after described:

A Railway (Number 3) from Railway Number 1 to join the *London and South-western* Railway at or near the *Falcon Road* Junction

Junction of that Railway and the *West London Extension* Railway:

A Railway (Number 4) from Railway Number 2 to join Railway Number 3:

A Diversion (Diversion A) of the *Brighton* Railway from a Point near the Bridge carrying the *Prince of Wales Road* over that Railway to a Point near the Bridge carrying the *Brighton* Railway over the Main Line of the *West London Extension* Railway:

A Diversion (Diversion B) of the *West London Extension* Railway from the Junction thereof at *Long Hedge* with the *Brighton* Railway, for Seven hundred and fourteen Yards or thereabouts Westward from such Junction:

A Diversion (Diversion D) of the *Prince of Wales Road* from its Junction with the *York* or *Battersea Road* to a Point at or near the South-eastern Entrance of *Battersea Park*:

A Diversion (Diversion E) of the Line of the *West London Extension* Railway, which joins the *London and South-western* Railway on the Northern Side thereof at or near the *Clapham Junction* Station:

And whereas it is expedient that the Company be empowered to make the following Railways and Works (which Railways and Works are in this Act included under the Name of "the Southern Works;" *videlicet*,

A Railway (Number 5) (wholly in the Parish of *Saint Mary Lambeth* in the County of *Surrey*) from a Point near *Barrington Road* to join the Railway (Number 3) (West End Section) of the Metropolitan Extensions:

The Widening and Improvement (Widening F) of that Railway (Number 3) from a Point on the North-west Side of the *Wandsworth Road* to a Point at or near the West End of the Viaduct carrying that Railway over *Shepherd's Lane, Brixton*:

A Railway (Number 6) (wholly in the said Parish of *Saint Mary Lambeth*) from the Railway secondly authorized by "The *London, Brighton, and South Coast* Railway (New Lines) Act, 1862," (in this Act called "the *Brighton*, New Lines, Act, 1862,") to join the *London, Chatham, and Dover* Railway (namely, the Third Junction Railway of the West End Section of the Metropolitan Extensions):

A Railway (Number 7) from the Railway secondly authorized by "The *London, Brighton, and South Coast* Railway (*Mitcham* and *Tooting* Lines, *&c.*) Act, 1863," (in this Act called "the *Brighton, Mitcham*, and *Tooting* Lines, Act, 1863,") to join the Railway Number 1 (*Beckenham* Section) of the Metropolitan Extensions:

And whereas it is expedient that the Company be empowered to make the following Railways and Works (which Railways and Works are in this Act included under the Name of "the *Kent* Works"); *videlicet*,

A Railway (Number 9) from the *Greenwich* Line to join the Railway (Number 1), (*Tunbridge* and *Dartford* Lines,) of the *South-eastern* Railway Company:

A Railway (Number 10) from the *Greenwich* Line also to join the *South-eastern* Railway (*North Kent* Line):

A Railway (Number 11) from the Railway Number 10 to join the Railway (Number 1), (*Tunbridge* and *Dartford* Lines,) of the *South-eastern* Railway Company:

And whereas it is expedient that the Company be empowered to make the following Railways and Works (which Railways and Works are in this Act included under the Name of "the City Works"); *videlicet*,

A Railway (Number 12) commencing by a Junction with the First Junction Railway of the City Section of the Metropolitan Extensions, and terminating, subject to the Provision by this Act made for the Abridgment thereof, at or near the Middle of the Portion of *Charles Street* lying between *Victoria Street* and *Cow Cross*, and there to join the *Metropolitan* Railway:

A Railway (Number 13) from the said First Junction Railway to join the authorized Extension to *Finsbury* Railway of the *Metropolitan* Railway Company:

The Widening and Improvement (Widening G) of *Green Walk* in *Christchurch* from a Point at or near its Junction with the new Street now being constructed by the Board of Works to a Point at or near its Junction with *Holland Street*:

And whereas it is expedient that the Company be authorized to purchase and take, compulsorily or by Agreement, for Station Accommodation and other Purposes of their Undertakings, certain Lands in the several Parishes of *Saint Ann Blackfriars*, *Saint Bride*, and *Saint Sepulchre*, in the City of *London*, *Saint George Hanover Square* in the County of *Middlesex*, and *Christchurch* and *Camberwell*, otherwise *Saint Giles Camberwell*, in the County of *Surrey*:

And whereas for the Purposes of this Act Plans and Sections of the intended Railways, Diversions, Widenings, Improvements, and Works, showing the respective Lines and Levels thereof, and Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands to be taken or which may be taken for the Purposes of those Works, and also Plans showing the Lands required by the Company for Station Accommodation and other Purposes of their Undertakings as aforesaid, with Books of Reference to those Plans, have been deposited for public Inspection with the respective Clerks of the Peace for the

26 & 27 Vict. c. cciv.

Counties of *Middlesex*, *Kent*, and *Surrey*: And whereas Section 85 of the Company's Act of 1863 enacted (Condition 1) that it should not be lawful for the Company, unless with the Consent in Writing of the Most Honorable *Richard* Marquis of *Westminster*, *William Hans Sloane Stanley*, and the Persons in that Section called the Trustees, or of their respective Successors, to construct any Portion of the Works authorized by that Act to a greater Extent on the Eastern Side of the Centre Line of the Railway Number 4 by that Act authorized, shown on the deposited Plans referred to in that Act, than Fifty Feet, measured from such Centre Line, but it also (Condition 9) absolutely prohibited the Company from taking down any House other than and except the Houses in the *Belgrave Road* numbered on those deposited Plans in the Parish of *Saint George Hanover Square* aforesaid 117, 118, 119, 126, 127, 128: And whereas a House in the *Belgrave Road*, numbered, both on those Plans and on the Plans deposited for the Purposes of this Act, 120 in that Parish, is on the Eastern Side of the said Centre Line of the said Railway Number 4, and within Fifty Feet of that Centre Line, and it is expedient that the Company be empowered to purchase and take down that House: And whereas *Green Walk*, when widened under this Act, will afford an improved Route for the Traffic which now passes along *John Street* in the said Parish of *Christchurch*, and the Company require the Site of *John Street* for Station Accommodation and other Purposes of their Undertaking; and it is expedient that that Street be stopped up, and the Site thereof vested in the Company: And whereas by the *Brighton*, *Mitcham*, and *Tooting* Lines Act 1863, the *London*, *Brighton*, *and South Coast* Railway Company (in this Act called the *Brighton* Company) were (Sections 6 and 7) empowered to make and maintain certain Railways and Works, of which Railways One (being the Railway first authorized by that Act) was a Railway on the Plans deposited for the Purposes of that Act described as Junction Railway Number 1, commencing in the Parish of *Camberwell*, otherwise *Saint Giles Camberwell*, by a Junction with the Railway Number 1 (*Beckenham* Section) authorized by the Metropolitan Extensions Act, and terminating in the Parish of *Streatham* by a Junction with the Railway next therein-after described, at or near *Rosendale Road* on *Knight's Hill*: And whereas by the same Act (Section 14) Powers were given to the Company to pass over and use such Portion or Portions of Railway constructed under the Powers of that Act as might intervene between the Metropolitan Extension Lines of the Company and a Junction Station to be erected by the *Brighton* Company between *Knight's Hill* and *Church Road*: And whereas by the same Act (Section 16) Provision was made for facilitating the Transmission of certain Traffic passing or intended to pass over the Railways by that Act authorized, or any Part thereof, to or from certain Railways and Portions of Railways therein mentioned

26 & 27 Vict. c. ccxviii.

tioned (being Railways of the *Brighton* Company, or connected with their Railways,) from or to any Station of the Company in *London* or *Westminster*, or from or to any Station on their Metropolitan Extension Lines North of the said Junction Station; and that Act also contained other Provisions relating to that Matter: And whereas the Railway Number 7 by this Act authorized will be in substitution for the Railway by "The *Brighton*, *Mitcham*, and *Tooting* Lines Act, 1863," first authorized; and it is expedient that the Construction of the last-mentioned Railway be abandoned, and that the said Junction Station be constructed as provided by "The *Brighton*, *Mitcham*, and *Tooting* Lines Act, 1863," but at or near the Junction of the Railway Number 7 by this Act authorized, with the Railway secondly authorized by that Act, instead of between *Knight's Hill* and *Church Road*: And whereas it is expedient that those Portions of the *West London Extension* Railway which will be rendered unnecessary by the Construction of the Diversions thereof by this Act authorized be abandoned by the *West London Extension* Railway Company: And whereas it is expedient that the Company should abandon and relinquish the Construction of

Abandonment of certain Lines by Company.

The *Long Hedge Junction* (for which the Railway Number 1 by this Act authorized will be in substitution):

A Portion of the Railway Number 2, and the whole of the Second Junction Railway of the City Section of the Metropolitan Extensions (for which the Railways Number 12 and Number 13 by this Act authorized will be in substitution):

And whereas it is expedient that (subject to the Provisions and Limitations in this Act contained) the *South-eastern* Railway Company be empowered to run over and use the *Kent* Works, Part of the *Greenwich* Line, Part of the authorized *South London* Railway, and all the *South London* new Line, and the Company be empowered to run over and use Part of the *North Kent* Line of the *South-eastern* Railway Company: And whereas it is expedient that Provision be made for securing effectual through Communication between the *Great Northern* Railway and the Railways of the Company over the Railways of the *Metropolitan* Railway Company: And whereas by the Company's Act of 1863 (Section 102) the Company were empowered to raise Three hundred and seventy thousand Pounds for the Purposes of the Railways and Works in that Act numbered 3, 4, and 5, and for other Purposes there mentioned, by creating *Victoria* Station Improvement Shares, which are entitled to receive out of the Receipts from Traffic of the Company using the *Victoria* Station, or the then existing or future Approaches thereto, such Sum or Sums as in Section 106 of that Act mentioned, (and which Sum or Sums are in this Act called "the *Victoria* Station Fund,") and (Section 111) to borrow One hundred and twenty-three thousand Pounds on Mortgage of the *Victoria* Station Fund: And whereas it is expedient that the

the Company be empowered to raise Money in like Manner for the Purposes of the *Battersea* Works, except Railway Number 1, and that all the *Battersea* Works should become Part of the Metropolitan Extensions: And whereas Railway Number 1 of the *Battersea* Works, and the whole of the Southern Works and the City Works, are to be made by means of Funds, for the raising whereof Provision is made in a Bill which has been introduced into Parliament in the present Session thereof, and intended to bear the Short Title of "*London, Chatham, and Dover* Railway (City Undertaking) Act, 1864:" And whereas by the Company's Act of 1863 (Section 102) the Company were empowered to raise Eight hundred and fifty thousand Pounds for the Purposes of the Railways and Works in that Act numbered 1 and 2, and therein distinguished as Metropolitan Extensions (Eastern Section), by creating Metropolitan Extensions (Eastern Section) Shares, and that Act (Section 104) provided that the Profits of that Section applicable to Dividend should be applied (first) in Payment of Dividend on those Shares until a Dividend of such Amount (not exceeding Six *per Centum per Annum*) as the Company at any Meeting should attach to those Shares should have been paid on the total Amount from Time to Time paid up thereon, and that, subject thereto, (and also subject to such, if any, additional Capital for any Purposes in connexion with the Metropolitan Extensions (Eastern Section) as Parliament might thereafter sanction,) the Residue of those Profits should fall into and become Part of the general Profits of the Company, and (Section 111) to borrow Two hundred and eighty-three thousand Pounds on Mortgage of that Eastern Section: And whereas it is expedient that the Company be empowered to raise Money for the Purposes of the *Kent* Works in like Manner, and that the *Kent* Works should become Part of the Metropolitan Extensions, Eastern Section: And whereas it is expedient that the recited Acts be in other respects amended: And whereas, under a Contract authorized by "The *Herne Bay and Faversham* Railway Act, 1857," "The *Margate* Railway Act, 1859," "The *Kent Coast* Railway Act, 1861," and "The *Kent Coast* Railway Act, 1862," or some of them, the Company work the *Kent Coast* Railway, and by the Various Powers Act, 1861 (Section 6), a Lease of it to them is authorized: And whereas, under the Authority of an Act or Acts of Parliament, certain Dues or Duties and Impositions are levied at *Margate* on Coals, Culm, Splint, Coke, or Cinder, and it is expedient that Exemptions from those Dues or Duties and Impositions be allowed in certain Cases in this Act specified in that Behalf: And whereas at *Dover* certain licensed Porters, Carmen, or Carriers have or claim, by Prescription, Charter, or immemorial Usage, or under the Provisions of the (Local and Personal) Acts, 50 *George* III., Chapter Twenty-six, 11 *George* IV. and 1 *William* IV., Chapter One hundred and seventeen, and 5 and 6 *William* IV., Chapter

26 & 27 Vict. c. cciv.

20 & 21 Vict. c. clii. 22 & 23 Vict. c. cxvi. 24 & 25 Vict. c. ccxli. 25 & 26 Vict. c. cxcvii. 24 & 25 Vict. c. ccxxxix. Margate Coal Dues.

Dover Porters.

Chapter Forty-seven, a Monopoly of Porterage and Carriage: And whereas that Monopoly causes unnecessary Delay, Annoyance, and Expense to the Passengers, and with respect to the Traffic passing between Steam Vessels and the Railways or Custom Houses or Rooms at *Dover;* and it is expedient that those Passengers and that Traffic be exempted from that Monopoly: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for any Purpose as "*London, Chatham, and Dover* Railway (New Lines) Act, 1864."

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

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," are incorporated with this Act, and shall extend and apply to all the Works and Purposes by this Act authorized.

26 & 27 Vict. c. 92. incorporated.

3. Part I. relating to Construction of a Railway, and Part III. relating to working Agreements, of "The Railways Clauses Act, 1863," are incorporated with this Act; provided that the Referee by whom any Differences arising as to the Mode of effecting any Junction between any of the Railways and any Railway of the *South-eastern* Railway Company shall be determined shall be *Douglas Galton*, a Captain in Her Majesty's Royal Engineers, or, him failing, an Engineer to be appointed as Referee as in the Ninth Section of "The Railways Clauses Act, 1863," provided.

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

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

Monies borrowed under the Powers of this Act by the Company; and in those Clauses and Provisions the Expression "the Undertaking" shall mean that Undertaking of the Company for the Purposes whereof the respective Shares or Stock are or is authorized to be raised or the respective Monies are authorized to be borrowed.

Interpretation of Terms.

5. In construing this Act, and, in connexion with this Act, the Acts and Parts of Acts incorporated with this Act, the following Words and Expressions shall, unless the Subject or Context be repugnant to or inconsistent with such Construction, have the respective Meanings herein-after assigned to them; (that is to say,)

The Expression "the Special Act" shall mean this Act:

The Expression "the Company" and the Expression "the Promoters of the Undertaking" shall respectively mean the *London, Chatham, and Dover* Railway Company:

The Expression "the Railway" shall include all the Works by this Act authorized:

The Term "Eastern Section" shall mean the Railways and Works numbered 1 and 2 in and authorized by the Company's Act of 1863:

The Term "Metropolitan Extensions," when used without the Addition of the Words "Eastern Section," shall exclude the Eastern Section:

The Term "*Victoria* Station Fund" shall mean the Sum or Sums to be fixed and determined under Section 106 of the Company's Act of 1863:

The Expression "the general Undertaking" shall mean the Undertaking of the Company as authorized by "The *East Kent* Railway Act, 1853," the *Dover* Act, and the Western Extension Act, and all other the Railways, Works, and Lands of the Company from Time to Time declared Part of their general Undertaking:

The Expression "the general Profits of the Company" shall mean all the Profits applicable to Dividend of the general Undertaking, (except the Common Fund authorized by the Additional Powers Act, 1862, and the *Victoria* Station Fund,) and so much (and so much only) of all other Profits of the Company applicable to Dividend as is not from Time to Time applicable to Payment of Interest or Dividend on Capital authorized for any separate Undertaking of the Company, or to the Common Fund, or the *Victoria* Station Fund:

The Expression "Superior Courts" shall include all Courts of competent Jurisdiction as interpreted by this Act:

The Expression "Court of competent Jurisdiction," and any other like Expression, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used

used were a common Simple Contract Debt and not a Debt or Demand created by Statute:

The Expression "the City Commissioners" shall mean the Commissioners of Sewers of the City of *London* and the Liberties thereof.

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

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

Power to make Works according to deposited Plans.

7. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make the intended Diversions and the widening and Improvement of *Green Walk*, and may make and maintain the intended Railways and other Works herein-after described in the respective Lines or Courses and upon the Lands delineated on the Plans and described in the Books of Reference, and according to the Levels defined on the Sections deposited for the Purposes of this Act as aforesaid, and may enter upon, take, and use such of those Lands as they think necessary for those Purposes.

Description of Works.

8. The Railways and Works by this Act authorized to be constructed comprise—

THE BATTERSEA WORKS.

A Railway (Number 1) commencing by a Junction with the Railway Number 3 (West End Section) of the Metropolitan Extensions at or near the Northern End of the *Wandsworth* Viaduct thereof, and terminating by a Junction with the Railway (Number 2) next herein-after described, at or near the Termination thereof:

A Railway (Number 2) commencing by a Junction with the *London, Brighton, and South Coast* Railway at or near its Junction with the *London, Chatham, and Dover* Railway at *Stewart's Lane*, and terminating by a Junction with the intended Diversion of the *West London Extension* Railway first herein-after described at the Commencement thereof:

A Railway (Number 3) commencing by a Junction with the Railway Number 1, about Eighty-eight Yards Eastward from the Termination of Railway Number 1, and terminating by a Junction with the Railway Number 2 authorized by the "*South-western* Railway (Various Powers) Act, 1864," at the Commencement of that Railway at a Point near and to the Eastward of the *London and South-western* Railway Company's *Clapham Junction* Station and *Falcon Lane Bridge*:

A Railway

A Railway (Number 4) commencing by a Junction with the Railway Number 2 at its Termination, and terminating by a Junction with the Railway Number 3 about Eighty-five Yards Westward from the Commencement of the Railway Number 3:

A Diversion (Diversion A) of the *London, Brighton, and South Coast* Railway (herein-after called the *Brighton* Railway) from a Point Ninety-one Yards or thereabouts Northward of the Bridge carrying the *Prince of Wales Road* over that Railway to a Point Ninety Yards or thereabouts Eastward of the Eastern Abutment of the Bridge carrying the *Brighton* Railway over the Main Line of the *West London Extension* Railway:

A Diversion (Diversion B) of the *West London Extension* Railway from the Junction thereof at *Long Hedge* with the *Brighton* Railway, for Seven hundred and fourteen Yards or thereabouts Westward from that Junction:

A Diversion (Diversion D) of the *Prince of Wales Road* from its Junction with the *York* or *Battersea Road* at or near the Western End of *Prince's Terrace* to a Point at or near the South-eastern Entrance of *Battersea Park:*

A Diversion (Diversion E) of the Line of the *West London Extension* Railway which joins the *London and South-western* Railway on the Northern Side thereof at or near the *Clapham Junction* Station, from a Point Four hundred and twenty Yards or thereabouts North-east of that Junction to a Point Fifteen Yards or thereabouts West of the *Falcon Road* where the *London and South-western* Railway crosses that Road.

THE SOUTHERN WORKS.

A Railway (Number 5) wholly in the Parish of *Saint Mary Lambeth* in the County of *Surrey*, commencing East of *Barrington Road*, and terminating by a Junction with the Railway Number 3 (West End Section) of the Metropolitan Extensions in a Field numbered 136 in that Parish on the Plans deposited for the Purposes of the Metropolitan Extensions Act:

The widening and Improvement (Widening F) of that Railway (Number 3) from a Point in the Parish of *Clapham* on the North-west Side of the *Wandsworth Road* where that Railway (Number 3) crosses that Road, to a Point at or near the West End of the Viaduct carrying that Railway over *Shepherd's Lane, Brixton:*

A Railway (Number 6) wholly in the said Parish of *Saint Mary Lambeth*, commencing by a Junction with the Railway secondly authorized by the *Brighton* New Lines Act, 1862, at the Termination of that Railway, and terminating by a Junction with the Third Junction Railway (West End Section) of the Metropolitan Extensions of the *London, Chatham, and Dover* Railway

Railway at or near the Point where it crosses the *Canterbury Road*:

A Railway (Number 7) commencing by a Junction with the Railway secondly authorized by the *Brighton, Mitcham*, and *Tooting* Lines Act, 1863, (and therein called Part of Main Line Number 1), at or near the Point where that Railway is shown on the Plans referred to in that Act as crossing the Road leading from *Tulse Hill* Hotel to *Dulwich Common*, and terminating by a Junction with the Railway Number 1 (*Beckenham* Section) of the Metropolitan Extensions at or near the South End of the *Herne Hill* Station of the Company.

THE KENT WORKS.

A Railway (Number 9) commencing by a Junction with the *Greenwich* Line in the Field numbered 20 in that Parish on the Plans deposited for the Purposes of the Company's Act of 1863, and terminating by a Junction with the Railway Number 1 (*Tunbridge* and *Dartford* Lines) of the *South-eastern* Railway Company at a Point midway between *Tanner's Hill* and *Florence Road*:

A Railway (Number 10) commencing by a Junction with the *Greenwich* Line at or near the Junction of *Loam Pit Hill* and *Tyrwhitt Road*, and terminating by a Junction with the *South-eastern* Railway (*North Kent* Line) at or near its Junction with the *Mid Kent* Railway:

A Railway (Number 11) commencing by a Junction with Railway Number 10, at or near the North-east Side of the Road called *Loam Pit Hill* and opposite its Junction with *Tyrwhitt Road*, and terminating by a Junction with the Railway Number 1 (*Tunbridge and Dartford* Lines) of the *South-eastern* Railway Company at or near the Bridge carrying it over the Road called *Loam Pit Vale*.

THE CITY WORKS.

A Railway (Number 12) commencing by a Junction with the First Junction Railway of the City Section of the Metropolitan Extensions at or near the Junction of *Snow Hill* and *King Street*, and terminating at or near the Middle of the Portion of *Charles Street* lying between *Victoria Street* and *Cow Cross*, and there to join the *Metropolitan* Railway:

A Railway (Number 13) commencing by a Junction with the said First Junction Railway at or near the Junction of *Snow Hill* and *King Street*, and terminating at or near the Northern Side of *West Smithfield* near *Smithfield Bars* by a Junction with the authorized Extension to *Finsbury* Railway of the *Metropolitan* Railway Company:

The widening and Improvement (Widening G) of *Green Walk* in *Christchurch* from a Point at or near its Junction with the new Street now being constructed by the Board of Works to a Point at or near its Junction with *Holland Street*.

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

9. Nothing contained in this Act, or in any of the Acts incorporated therewith, shall authorize the 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 he is hereby authorized to give), upon and subject to such Conditions as he may prescribe.

Provisions as to Junction with London and South-western Railway.

10. The Junction between the Railway Number 3 by this Act authorized and the *London and South-western* Railway shall (unless the Company and the *London and South-western* Railway Company under their respective Common Seals otherwise agree) be made with the Two Lines of Rail of the *London and South-western* Railway Company from Time to Time communicating directly with the Northernmost Up Platform and with the Northernmost Down Platform respectively in their *Clapham Junction* Station, and not otherwise or elsewhere.

Saving Line and Lands of London and South-western Railway Company.

11. The Company shall not, without the Consent in Writing of the *London and South-western* Railway Company under their Common Seal, alter the Line or Level of any Railway belonging to the *London and South-western* Railway Company, nor, without the like Consent, (except for the Purpose of effecting the Junction by this Act authorized,) take or use any Land lying to the Westward of the Eastern Side of *Falcon Lane*, and which now belongs to the *London and South-western* Railway Company, or which that Company are now authorized to acquire, or which they may by any Act passed in the present Session of Parliament be authorized to acquire.

Not to interfere with the London and South-western Railway without Consent.

12. The Company shall not, for the Purpose of making the intended Railway Number 3, or the intended Diversion A, by this Act respectively authorized, under the *London and South-western* Railway, acquire any Ownership of or in any Land or Property of the *London and South-western* Railway Company; but the Company shall acquire only an Easement or Right for the so making, maintaining, and using of the intended Railway Number 3, and the intended Diversion A, under the *London and South-western* Railway; and the Company shall not enter upon or interfere with the *London and South-western* Railway,

Railway, or any of the Lands or Works of the *London and South-western* Railway Company, or execute any Work whatsoever under or affecting the same, until there shall have been delivered to that Company by the Company Plans, Drawings, and Specifications of the Works intended to be executed under or affecting the *London and South-western* Railway and the Lands and Works thereof, the 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 have been examined and approved in Writing under his Hand, by the principal Engineer of the *London and South-western* Railway Company, or, in the event of his failing to approve the same for One Calendar Month after the Plans, Drawings, and Specifications have been delivered to that Company, until the same have been examined and approved by an Engineer, to be appointed by the Board of Trade; and the same Works shall be executed by the Company at their sole Expense, and shall respectively be subsequently maintained by the respective Company for the Time being owning that Railway Number 3, and that Diversion respectively in all things, according to the approved Plans, Drawings, and Specifications, under the Superintendence and to the reasonable Satisfaction of the principal Engineer of the *London and South-western* Railway Company.

Company to pay to London and South-western Company Expenses of Watchmen during Construction of Works.

13. The Company shall bear, and on Demand pay to the *London and South-western* Railway Company, the Expense of the Employment by them during the respective making of the Railway Number 3, and of the Diversion A, by this Act respectively authorized, under and adjacent to the Line of the *London and South-western* Railway, of a sufficient Number of Inspectors or Watchmen, to be appointed by them for watching their Railway, with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accident to arise from any of the Operations or from the Acts or Defaults of any Person or Persons in the Employ of the Company with reference thereto or otherwise.

Penalty in case of Interuption of Traffic on London and South-western Railway.

14. If by reason of any Works or Proceedings of the Company with reference to the Railway Number 3, or with reference to the intended Diversion A, there shall be any Obstruction of or Interference with the *London and South-western* Railway so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *London and South-western* Railway Company the Sum of Twenty Pounds by way of ascertained Damages for every Hour during which that Obstruction or Interference continues.

15. The

Company to pay all Damages sustained by London and South-western Company.

15. The Company shall from Time to Time be responsible for and make good to the *London and South-western* Railway Company all Costs, Losses, Damages, and Expenses from Time to Time occasioned to the *London and South-western* Railway, or any of the Works or Property thereof, or the Traffic thereon, or any Person or Persons using the same, or otherwise by reason of the Execution or Failure of any of the Works of or incidental to the intended Railway Number 3, or the intended Diversion A, or any Act or Omission of the Company, or any of the Persons in their Employ, or their Contractors or others, and the Company shall effectually indemnify and hold harmless the *London and South-western* Railway Company from all Claims and Demands upon or against them by reason of any such Execution or Failure, and of any such Act or Omission.

Providing for Bridge under the London and South-western Railway.

16. The Arch or Bridge over the intended Diversion A, at the Point where that Diversion crosses under the *London and South-western* Railway and the Works connected therewith, shall be of such Dimensions and so constructed as to admit of the convenient Maintenance and User on and over the same of Eight complete Lines of Railway at the least, with proper and usual incidental Spaces, that is to say, of Two additional Lines and the incidental Spaces immediately to the Southward and Two additional Lines with like Spaces immediately to the Northward of the now existing Four Lines of Railway there.

Providing for Bridge over the West End and Crystal Palace Railway.

17. The now existing Railway Arch or Bridge over the *West End and Crystal Palace* Railway of the *Brighton* Company at the Point where that Railway crosses under the *London and South-western* Railway, and the Works from Time to Time connected therewith, shall, if and when the Company be thereunto required by the *London and South-western* Railway Company in Writing under their Common Seal, be from Time to Time so widened and enlarged and thereafter maintained by the Company on, at the Option of the *London and South-western* Railway Company, either or both Sides thereof, as to admit of the convenient Maintenance and User on and over the same of Four additional Lines of Railway, making in the whole Eight Lines of Railway; and the several Provisions of this Act with respect to the Construction and Maintenance of the intended Railway Number 3 and Diversion A respectively, under and in connexion with the *London and South-western* Railway shall, *mutatis mutandis*, apply to the Works of and incident to that Widening or Enlargement.

The Company and London and South-western

18. The Company and the *London and South-western* Railway Company may from Time to Time enter into and carry into effect any Agreements or Arrangements with respect to the Construction and

and Alteration respectively of the Archways or Bridges to be so constructed and altered respectively, and the carrying of the Railway Number 3 and the Diversion A respectively under the *London and South-western* Railway.

Company empowered to enter into Agreements.

19. Every such Archway or Bridge and the incidental Works connected therewith shall from and after the Completion, and subject and without Prejudice to the Duty and Obligation of the Company for ever thereafter, at their own Expense, to uphold and maintain the same in good and sufficient Repair and otherwise in respect thereof, be the Property of the *London and South-western* Railway Company, and be deemed Part of the Structure of the *London and South-western* Railway.

Bridges to be Property of London and South-western Company.

20. The Opening in the Viaduct by the Company's Act of 1863 authorized to be made immediately over the *London and South-western* Railway where the Railway in that Act distinguished as Railway Number 3 crosses the *London and South-western* Railway shall be constructed by the Company of the clear Width of Ninety-one Feet throughout in the Square instead of Seventy Feet as therein specified; and the Company shall also construct Two Side Openings, one immediately to the Southward and the other immediately to the Northward of the central Opening, of Ninety-one Feet, each of those Side Openings having a clear Width of Twenty-four Feet throughout in the Square, and the clear Headway throughout of the central Opening 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, and the clear Headway throughout of the Two Side Openings respectively shall be at least Fourteen Feet above such Level as aforesaid.

Openings in Viaduct over London and South-western Railway.

21. The Two Side Openings of Twenty-four Feet each by this Act required to be made in the Viaduct by the Company's Act of 1863 authorized shall at all Times be kept by the Company clear and unobstructed, and the *London and South-western* Railway Company shall have the perpetual Easement or Right of Way and Passage for all Purposes in connexion with their Railway and Works under and through the same respectively, and of laying down and maintaining Rails and Works on the Soil under each of those Side Openings, and of using the same Rails and Works and the Soil and Space there, for all or any Purposes of their Railway, so that the same be not inconsistent with the safe and proper Maintenance and Use of the Viaduct over the same, and without making any Payment in respect of the Premises.

Side Openings to be kept clear for London and South-western Company.

22. Except as by this Act expressly altered, all the Provisions in the Company's Act of 1863 contained relating to the making, supporting,

Provisions of Company's Act of 1863

applying to Viaduct continued.

porting, strengthening, maintaining, or repairing, or otherwise relating to the Viaduct with Arches or Openings over the *London and South-western* Railway where the Railway Number 3 by that Act authorized crosses that Railway, shall remain in full Force and Effect, and shall continue to apply to all the Openings in that Viaduct, notwithstanding the Alterations of their respective Dimensions by this Act provided for.

Signals at Viaduct.

23. No Signal or Signal Building or other Work which could prejudicially interfere with the View along the *London and South-western* Railway, or with the signalling or the Traffic thereon, shall be placed, erected, or made upon or adjacent to any Arch, Bridge, or Viaduct by this Act or the Company's Act of 1863 authorized.

Provisions as to Junctions between West London Extension Railway and the Brighton Railway and Railway of the Company at Long Hedge.

24. Whereas the *West London Extension* Railway now communicates with the *Brighton* Railway by means of a Junction with that Railway near *Long Hedge* in the Parish of *Saint Mary Battersea*, and such Junction is now used by the Companies working the *West London Extension* Railway: And whereas by "The Additional Powers Act, 1862," the Company were authorized to make a Railway from their Railway in the Parish of *Clapham*, and terminating in the Parish of *Saint Mary Battersea* by a Junction with the *West London Extension* Railway, but such Junction is not yet constructed: And whereas by the Construction of the *Battersea* Works authorized by this Act the said Junction of the *West London Extension* Railway with the *Brighton* Railway will be destroyed, and the making of the said Junction of the Railway of the Company with the *West London Extension* Railway as authorized by the last-mentioned Act will be rendered impracticable: Therefore the Company shall make and complete (as near to the Point where the existing Junction of the *West London Extension* Railway with the *Brighton* Railway is formed as is practicable and convenient) a good, sufficient, and convenient Junction of Diversion B by this Act authorized of the *West London Extension* Railway with Diversion A by this Act authorized, of the *Brighton* Railway, in place of the Junction now in use between those Railways, and which will be so destroyed as aforesaid, and before the Company shall in any Manner interfere with the said existing Junction of the *West London Extension* Railway with the *Brighton* Railway they shall make and provide a good, sufficient, and convenient temporary Junction or Communication between those Railways, to the Satisfaction of the Engineer for the Time being of the *West London Extension* Railway Company, and shall maintain such temporary Junction or Communication until the permanent Junction herein-before provided for shall have been completed; and the Company shall make and maintain, in substitution for the Junction authorized by "The Additional Powers Act, 1862,"

with

with the *West London Extension* Railway, a good, sufficient, and convenient Junction of Railway Number 2 by this Act authorized with Diversion B of the *West London Extension* Railway authorized by this Act, as near to the Point where the Company is at present empowered to make such authorized Junction as is practicable and convenient, and such substituted Junction shall be made and completed by the Company as provided by the last-mentioned Act with reference to the Junction thereby authorized.

Time for Completion of Junction between West London Extension Railway and Brighton Railway.

25. The Junction of Diversion B by this Act authorized of the *West London Extension* Railway with Diversion A by this Act authorized of the *Brighton* Railway shall be completed before the First Day of *January* One thousand eight hundred and sixty-five, and the Company shall pay to the *West London Extension* Railway Company the Sum of Fifty Pounds by way of ascertained Damages for every Day during which the said Junction shall be incomplete after the said First Day of *January* One thousand eight hundred and sixty-five.

Not to interfere with West London Extension Railway for the Purposes of Diversions until New Lines are completed.

26. The Company shall not enter upon or interfere with any Portion of the *West London Extension* Railway and Works for the Purposes of the Diversions thereof, or either of them, by this Act authorized, until the Company shall have completed such Part of the new Railway and Works to be used in substitution for the existing Line and Works as shall be necessary for the proper and efficient working of the Traffic of the *West London Extension* Railway to the Satisfaction of the Engineer for the Time being of the *West London Extension* Railway Company.

Not to enter on the Lands of West London Extension Company until Plans approved by them.

27. The Company shall not enter upon or interfere with the *West London Extension* Railway, or any of the Lands or Works of the *West London Extension* Railway Company, or execute any Works whatever over or affecting the same, until the Company shall have delivered to the *West London Extension* Railway Company Plans, Drawings, and Specifications of such intended Works, and those Plans, Drawings, and Specifications shall have been approved in Writing by the Engineer for the Time being of the *West London Extension* 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 examined and approved by an Engineer to be appointed by the Board of Trade; and all the said intended Works shall be executed by the Company, at their sole Expense in all Things, according to such approved Plans, Drawings, and Specifications, to the reasonable Satisfaction of the Engineer

Engineer for the Time being of the *West London Extension* Railway Company.

As to Execution of Works on Land of WestLondon Extension Company.

28. In constructing Railway Number 3, and Diversion B and Diversion E, respectively by this Act authorized, through or over the Land and Property of the *West London Extension* Railway Company, the Company shall not deviate to the Northward from the Centre Line shown on the deposited Plans (without the Consent in Writing of the *West London Extension* Railway Company under their Common Seal first had and obtained); and the said Railway Number 3, where the same is intended to cross the *West London Extension* Railway, shall be carried over that Railway by means of a Girder Bridge of Two Spans, each of the clear Width of Thirty Feet, measured at Right Angles with the *West London Extension* Railway, and with a clear Headway for the whole Distance of Fourteen Feet and Six Inches.

Maintenance of Works affecting the WestLondon Extension Railway.

29. The Company shall, at their sole Expense, at all Times maintain the Bridge and other Works by which Railway Number 3 by this Act authorized shall be carried over the *West London Extension* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *West London Extension* Railway Company; and the Company shall, at the like Expense, for the Period of One Year after the Completion of Diversion B and Diversion E by this Act respectively authorized of the *West London Extension* Railway, keep the same respectively in good and substantial Repair, Order, and Condition, to the reasonable Satisfaction of the said Engineer of the *West London Extension* Railway Company; and if and whenever the Company fail so to do, the *West London Extension* Railway Company may make and do, in and upon as well the Land of the Company as their own Lands, all such Works and Things as the *West London Extension* Railway Company shall think requisite in that Behalf, and the Sum from Time to Time certified by their Engineer to be the reasonable Amount of the Expenditure in that Behalf shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *West London Extension* Railway Company from the Company in any Court of competent Jurisdiction.

Not to interfere with Traffic on WestLondon Extension Railway.

30. In constructing "the *Battersea* Works" by this Act authorized, the Company shall not in any way obstruct or interfere with the Traffic passing along the *West London Extension* Railway, and if, by reason of any Works or Proceedings of the Company, there shall be any Obstruction or Interference with the *West London Extension* Railway, so as to impede or prevent the convenient Passage of Engines

Engines and Carriages along the same, the Company shall pay to the *West London Extension* Railway Company the Sum of Ten Pounds *per* Hour by way of ascertained Damages for every Hour during which that Obstruction or Interference shall continue.

Damages sustained by WestLondon Extension Company to be repaid.

31. Notwithstanding anything in this Act contained, the Company shall from Time to Time be responsible for, and make good to the *West London Extension* Railway Company, all Costs, Losses, Damages, and Expenses which may be occasioned to them, or to any of their Works or Property, or to the Traffic on their Railway, or to any Company or Person using the same or otherwise during the Execution, or by reason of the Failure of any of the intended Works, or of any Act or Omission of the Company, or of any Persons in their Employ, or of their Contractors or others, and the Company shall effectually indemnify and hold harmless the *West London Extension* 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.

Not to take Lands of WestLondon Extension Company without Consent.

32. Nothing in this Act contained shall extend or be deemed or construed to extend to authorize or enable the Company to take or enter upon or use, either temporarily or permanently, any of the Lands belonging to the *West London Extension* Railway Company, or to alter, vary, or interfere with the *West London Extension* Railway, or any of the Works thereof, further or otherwise than is necessary for the Construction of Railway Number 3 by this Act authorized, with a double Line of Railway, in the Course delineated on the Plans deposited as aforesaid, and for the making of Diversion A, Diversion B, and Diversion E, and Railway Number 4 (with a double Line of Railway), respectively by this Act authorized, and a proper and convenient Junction of Railway Number 2, by this Act authorized with Diversion B by this Act authorized of the *West London Extension* Railway, and also the said Junction between the said Diversion A and the said Diversion B, without the Consent in Writing in every Instance for that Purpose first had and obtained of the *West London Extension* Railway Company under their Common Seal.

Company to acquire Easements only in Lands of WestLondon Extension Company.

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

Abridgement of Railway No. 12 if Connexion made by Metropolitan Company.

34. If by any Act of the present Session of Parliament (whether passed before or after this Act) the *Metropolitan* Railway Company are bound to lay down, and in accordance with such Act shall lay down, Two Lines of Way to connect their existing Railway with the Railway Number 12 by this Act authorized at or near *West Street* in the Parish of *Saint Sepulchre*, then that Railway Number 12 shall terminate at the Point where the Junction between it and those Lines of Way shall be formed.

Metropolitan Railway Company may by Agreement exercise certain Powers of the Company.

35. For the Purpose of the Construction by the *Metropolitan* Railway Company of the Lines to form such Connexion, that Company may, by Agreement with the Company, exercise any of the Powers by this Act given to the Company with respect to the Portion of the Railway Number 12, by this Act authorized, lying to the Northward of *West Street* aforesaid, and the Entry upon, taking, and Use of Lands for the same.

Defining Junctions and Unions of certain of the Lines.

36. Where the Railway Number 1 by this Act authorized will join the Railway Number 3 (West End Section) of the Metropolitan Extensions it shall join all Four Lines of Way on that Railway Number 3 as widened under this Act, in a convenient Manner, and so as to form a direct Communication between that Railway Number 1 and those Four Lines of Way respectively; and the Two new Lines of Way to be made on that Railway under the Power of widening in this Act shall at their Commencement on the North-west Side of the *Wandsworth Road* be united with the existing Rails of that Railway Number 3 there; and that Railway Number 3 shall at its Northern End be united with the Diversion A by this Act authorized, at or near *Stewart's Lane*, in a convenient Manner, and so as to preserve the Communication thereby on the low Level with the *Brighton* Company's Wharf and Goods Station and Yards at *Battersea* (in substitution for its existing Union with the Portion of the *Brighton* Railway for which that Diversion is substituted).

Part of Diversion A substituted for diverted Line as regards Agreements, &c.

37. The Diversion A by this Act authorized, from its Commencement as herein-before described to the Point where the said Railway Number 3 (West End Section) of the Metropolitan Extensions will be united with it, is by this Act substituted for the existing Portion of the *Brighton* Railway between those Points with respect to and for the Purposes of all Agreements now subsisting between the Company and the *Brighton* Company affecting that Portion of Railway, and with respect to and for the Purposes of such Powers as the Company now have of using that Portion of Railway.

Power to unite Railway No. 5

38. If the Bill which has been introduced into Parliament in the present Session thereof, and is intended, if and when passed into Law, to

to bear the Short Title of "*London, Brighton, and South Coast* Railway (Additional Powers) Act, 1864," becomes Law, and authorizes the Construction of the Railway in that Bill called "The *Brixton Junction*," and terminating at the same Point and on the same Level at and on which the Railway Number 5 by this Act authorized commences, the Company may unite those Two Railways at that Point. with Brighton Company's new Line.

39. The *Brighton* Company shall have the same Power of using and running over the Railways, by this Act authorized, from the Junction of Railway Number 1 with the Railway Number 3 (West End Section) of the Metropolitan Extensions, and so much, if any, of such last-mentioned Railway as may be necessary for that Purpose, to the Junction of the Railways by this Act authorized with the *West London Extension* Railway, and subject to the same Regulations, Payments, Terms, and Conditions as, but for the passing of this Act, they would have had under the *Brighton* New Lines Act, 1862, and the *London, Brighton, and South Coast* Railway (Extensions, *&c.*) Act, 1863, or either of those Acts, over the Junction Railway at *Battersea* with the *West London Extension* Railway authorized by the Additional Powers Act, 1862. Brighton Company may use Line communicating with West London Extension Railway.

40. The temporary Junction or Communication between Diversion A and Diversion B by this Act authorized which the Company are by this Act required to make and provide shall be so made and provided to the Satisfaction of the Engineer for the Time being of the *Brighton* Company as well as of the Engineer for the Time being of the *West London Extension* Railway Company, and the working and Management of the Half nearest to the *Brighton* Railway of such Junction or Communication shall be under the exclusive Regulation and Control of the *Brighton* Company; provided that if the respective Engineers of the *Brighton* Company and the *West London Extension* Railway Company do not, within Twenty-one Days after the Company shall have submitted to the Companies or to the Engineers Plans, Drawings, and Specifications of such Junction or Communication, agree as to the Mode and Place of making such Junction or Communication, or as to any other Matter connected therewith, the same shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of both or either of those Companies or of the Company. Temporary Junction to be approved by Brighton Company's Engineer.

41. Wherever the Diversion A by this Act authorized will be crossed by any now authorized Railway of the Company, the Bridge or Arch for crossing the same shall be of not less Height Span, and Dimensions than the corresponding Bridge or Arch by which such Railway would, if this Act were not passed, have crossed the Portion of the *Brighton* Railway for which that Diversion is substituted. Provisions as to Crossings of Diversion A.

42. The

Extending Provisions of Act of 1863 as to Brighton Company.

42. The Sections numbered respectively 23, 24, and 26 of the Company's Act of 1863 shall extend and apply to the Railways, Diversion A, and Works by this Act authorized, and to the Powers by this Act given to the Company in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to those Railways, Works, and Powers; and in those Sections as extended and applied by this Act the Term "the *Brighton* Railway Company" shall mean the *London, Brighton, and South Coast* Railway Company.

Penalty for interrupting Brighton Company's Traffic.

43. 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* Company so as to prevent or impede the convenient Passage of Engines and Carriages along the same, (excepting, after the said temporary Junction is opened for Traffic, or the said Diversion A is opened for Traffic, the Portion of the *Brighton* Railway for which that Diversion is substituted,) the Company shall pay to the *Brighton* Company the Sum of Twenty Pounds *per* Hour by way of ascertained Damages for every Hour during which the Obstruction shall continue.

Company not to deviate from Lines of certain Works.

44. In the Construction of Diversion A, and the Railways Number 1 and Number 2, and the Portion of Railway Number 3 between *Queen's Road* and the Bridge under the *London and South-western* Railway, the Company shall not deviate from the centre Line thereof, or the Levels thereof, respectively, as shown on the Plans and Sections deposited as aforesaid, without the previous Consent in Writing of the *Brighton* Company under their Common Seal.

Additional Cost caused in Brighton Company's new Works to be paid by the Company.

45. The Company shall pay to the *Brighton* Company the additional Cost which they shall incur in the Construction of the Railways authorized by the *London, Brighton, and South Coast* Railway (*Battersea* Lines) Act, 1864, in consequence of the Railways by this Act authorized being carried under those Railways; the Amount of such additional Cost to be certified in Writing by the Engineer of the *Brighton* Company; provided that if he and the Engineer of the Company differ as to the Amount of additional Cost so incurred the Amount shall be determined by Arbitration.

For Protection of other Companies in respect of Diversions.

46. Every Diversion which the Company is by this Act authorized to make of the Railway of any other Company shall be made to the reasonable Satisfaction of the Engineer of the other Company, and (except with the written Consent of the other Company) the Company shall not, for the Purposes of the Diversion, take or enter upon any Lands belonging to the other Company, or interfere with their Railway or any of the Works thereof, further or otherwise than

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is necessary for making the Diversion, and connecting the same with their Railway, in accordance with the Plans and Sections deposited for the Purposes of this Act: Provided that every Difference which arises between the Company and the other Company, or between their respective Engineers, as to any Matter mentioned or referred to in this Section, shall be determined by Arbitration.

Maintenance of substituted Street and Road.

47. When the widening and Improvement of *Green Walk* is completed and in good Order and Condition the respective Commissioners, Vestry, Board, or Persons liable to the Maintenance of *Green Walk*, shall thenceforth have the Management and be liable to the Maintenance of *Green Walk* as widened.

For stopping up John Street.

48. When and as soon as the widening and Improvement of *Green Walk*, authorized by this Act, is completed and opened for public Use, the Company may close and stop up *John Street* in the said Parish of *Christchurch*, and thereupon the Site and Soil of that Street are hereby vested in the Company for their own Use and Benefit, and all Rights of Way and other Rights in, over, and along the same are hereby extinguished.

No Part of the Land to be used for the Metropolitan Market to be taken without Consent.

49. Nothing in this Act contained shall authorize or empower the Company to take or use, for the Purposes of any of the Railways or Works, any Part of the Land to be used for the intended Metropolitan Meat and other Markets at *Smithfield*, or the Approaches thereto, without the previous Consent in Writing of the Lord Mayor, Aldermen, and Commons of the City of *London* in Common Council assembled, signed by the Town Clerk of the City of *London* for the Time being.

Questions of disputed Compensation in London to be heard in the Lord Mayor's Court of the City of London.

50. In every Case in which any Question of disputed Compensation shall be required to be determined by the Verdict of a Jury in the City of *London* or the Liberties thereof, the Jury shall be required to appear before the Court of the Mayor and Aldermen of the City of *London* to be holden in the Outer Chamber of the *Guildhall* of the said City according to the Custom of the said City, at a Time to be appointed by the said Court; and all the Directions and Provisions contained in "The Lands Clauses Consolidation Act, 1845," in respect to the Settlement of Questions of disputed Compensation by Juries appearing before the Sheriff, Coroner, or other Person, shall extend and be applied, with respect to the Settlement of any such Question of disputed Compensation under this Act, by Juries appearing before the said Court of Mayor and Aldermen as aforesaid; and the said Court shall give Judgment for the Purchase Money or Compensation assessed by such Jury, and a Verdict and Judgment shall be signed by the Registrar of the said Court of Mayor and

Aldermen, and entered among the Records of the said Court, and the said Registrar shall settle the Costs of every such Inquiry.

Company to enclose Arches.

51. Every Arch under the Railways in the City of *London* which, not being over the River or over a public Thoroughfare, is yet open to the Public, shall, if required by the City Commissioners, or (if not within the City of *London*) by the Metropolitan Board of Works, be enclosed or fenced in by the Company, so as to prevent its being or occasioning, by reason of its being open to the Public, any Nuisance or Detriment to the Inhabitants of the Neighbourhood.

Arches to be lighted by Night and Day.

52. If any of the Arches over the Streets or Ways, Courts or Alleys, within the City of *London* and Liberties thereof, crossed by the Railway, shall, in the Opinion of the City Commissioners, or of their Surveyor, cause a public Inconvenience by obstructing the Light in any such Streets or Ways, Courts or Alleys, it shall be lawful for the City Commissioners to set up and affix thereon, and keep lighted with Gas, by Day and Night, a Lamp or Lamps for affording proper Light and Security to Passengers; and the Costs, Charges, and Expenses thereof, and necessarily consequent thereon, shall be borne and paid by the Company, and may be recovered from the Company by the said Commissioners, with full Costs of Suit, by Action in any Court of competent Jurisdiction.

For Protection of Sewers of Metropolitan and other Boards.

53. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the Metropolis Local Management Act, 1855, or any Act or Acts amending the same or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they 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 Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions, within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and

and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries, in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Costs, Charges, or Expenses of the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

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

54. In the Construction of the Railway and Works the following Rules shall be observed:

1. Wherever the Railway shall be carried across any public Carriage Road or public Street within the Limits of the Metropolis as defined by the "Metropolis Management Amendment Act, 1862," it shall be made there, and shall thenceforth be maintained, so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists):
2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Sixteen Feet in the Centre, and the Arch over any such Road or Street shall be formed of an ornamental Character to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works, regard being had to the Character of the Locality, and subject to Appeal as herein-after provided:

3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall be at liberty to erect and maintain Side Openings, supported with Columns back to the general Line of the Frontages of the Houses, subject to Appeal as herein-after provided:

4. All Bridges shall be Water-tight, and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over them:

5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval or their Disapproval within Twenty-one Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid:

6. The Company shall comply with and conform to all reasonable Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall, subject to the Provisions of this Act, be done 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 Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company on Demand.

As to Bridges over Cuttings in public Roads and Streets.

55. Wherever the Railway shall cross, by means of cutting or otherwise, under any public Road or public Street within the Limits of the Metropolis as defined by the Metropolis Management Amendment Act, 1862, so as to interfere with or alter the Rates of Inclination of such Road or Street, it shall be made there, and shall thence-

forth

forth be maintained, so as that the minimum Inclination of such Road or Street shall not in any Case be less than One in Forty; and in respect of other Roads and Streets within the Metropolis as aforesaid, not being public Thoroughfares, the minimum Inclination of such Roads and Streets shall not be less than One in Thirty; and all Bridges constructed by the said Company under any Roads or Streets shall be constructed so as not to lessen the present clear Width of such Road or Street including the Footway, and shall be further so covered as to prevent, as far as may be practicable, the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets; and such Bridges shall be so constructed, as far as may be practicable, so as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same, by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board fail to signify such Approval or Disapproval within Twenty-one Days after Service of the said Notice, and Delivery of the said Plans, Elevations, Sections, and other Particulars 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 Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of such Superintendence shall be paid to the said Board by the Company on Demand.

As to providing Appeals to Arbitration.

56. If the said Metropolitan Board of Works, or any Vestry or District Board as aforesaid, and the Company, shall differ upon or with reference to any Plans, Elevations, Sections, and other Particulars which under the Provisions of this Act are to be delivered by the Company to the said Metropolitan Board, or to the Vestry or District Board, or as to the Mode of carrying out the same, or as to any other Matter or Thing arising out of the said Plans, Elevations, Sections, and Particulars, or any of the Clauses or Provisions of this Act, every such Difference shall, on the Application of the Company, or of the Metropolitan Board of Works, or of the Vestry or District Board, as the Case may be, be referred to an Arbitrator, to be named

by the Board of Trade, to determine, and such Arbitrator shall have Power to determine, by whom and in what Manner the Costs of and incident to the Reference shall be paid.

As to Crossings of certain Surrey and Sussex Roads.

57. The Company shall not, in carrying the Railway Number 5 by a Bridge over *Manor Rise, Brixton*, alter, unless with the Consent of the Trustees of the *Surrey* and *Sussex* Turnpike Roads, the present Level of the said Road (but not including the Footpaths thereof) or any Part thereof respectively; and if the Company, in making their Junction with their existing Lines 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 they shall forthwith erect and maintain other Parapet Walls or Screen Fences of similar Height, Material, and Length in lieu of those so removed.

Extending Provisions of Act of 1863 relating to Surrey and Sussex Roads.

58. The Bridge to be erected by the Company for the Purpose of carrying the Railway over the *Wandsworth Road* shall be of a Span to preserve the full Width of the Road and Footpaths; and, subject to this Modification, the Sections of the Company's Act of 1863, numbered respectively 43, 44, 45, 46, 47, 48, 49, 50, and 51, (relating to the *Surrey* and *Sussex* Turnpike Roads), except so far as those Sections relate to the Footpaths of Roads of the said Trustees, shall extend and apply to the Railways and Works by this Act authorized, and to the Powers by this Act given to the Company in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to those Railways, Works, and Powers; and throughout those Sections the Trustees mentioned or referred to are the Trustees of the *Surrey* and *Sussex* Turnpike Roads, and the Roads mentioned or referred to are those Turnpike Roads.

Applying Provisions of Company's Act of 1863 as to New Cross Roads.

59. The Sections numbered respectively 52 and 53 of the Company's Act of 1863 (relating to the *New Cross* Turnpike Roads) shall extend and apply to the Railways and Works by this Act authorized, and to the Powers by this Act given to the Company in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to those Railways, Works, and Powers.

Mode of giving Consents, &c.

60. Any Consent or Agreement which may be given or made by the Trustees of any Turnpike Roads for the Purposes of this Act may be given or made under the Hands of any Three of them.

Extending Provision for Deficiency of Local Rates.

61. The Section numbered 65 of the Company's Act of 1863 (for making good Deficiency of local Rates) shall extend and apply to the Railways and Works by this Act authorized, and to the Lands to be acquired by the Company for the Purposes thereof, as fully and effectually

effectually as if that Section were in this Act re-enacted with especial Reference to those Railways, Works, and Lands.

Section 70 of Company's Act, 1863, extended to City Commissioners.

62. With respect to Sewers, Drains, Watercourses, Defences or Works, Sewerage or Drainage, under the Jurisdiction or Control of the City Commissioners, the Section numbered 70 of the Company's Act of 1863 shall extend and apply to those Commissioners and to the Railways and Works by this Act authorized, and to the Powers by this Act given to the Company in relation thereto, as fully and effectually as if that Section were in this Act re-enacted with a separate Application to those Commissioners, and as if in such Re-enactment they were named or referred to throughout instead of the Metropolitan Board of Works.

Extending Provisions of Metropolitan Extensions Act as to Southwark and Vauxhall Water Company.

63. The Sections numbered respectively 87, 88, and 89 of the Metropolitan Extensions Act (relating to the *Southwark and Vauxhall* Water Company) shall extend and apply to the Railways and Works by this Act authorized, and to the Powers by this Act given to the Company in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to those Railways, Works, and Powers.

Extending Provisions of Act of 1863 as to crossing South-eastern Railway.

64. The Sections numbered 30, 31, 32, 33, 34, 35, 36, and 37 of the Company's Act of 1863, relating to the crossing of the Railway Number 1 authorized by the *South-eastern* Railway (*Tunbridge* and *Dartford* Lines) Act, 1862, (in that Act and in this Act called "the *Tunbridge* Line,") by the *Greenwich* Line, shall extend and apply to the Railway Number 10 by this Act authorized, and the Works thereof, and the crossing by that Railway of the *Tunbridge* Line, and the Powers by this Act given to the Company of taking Lands for the Purposes thereof, or otherwise in relation thereto, as fully and effectually as if those Sections were in this Act re-enacted with especial Reference to that Railway Number 10, and those Works and Powers, and as if throughout those Sections that Railway Number 10 were substituted for the Railway Number 2 (*Greenwich* Line) in those Sections mentioned, and all Mention of the *North Kent* Line were omitted; provided that the Company shall not be bound to make the Bridge for carrying that Railway Number 10 over the *Tunbridge* Line of any greater Span than Twenty-five Feet in every Part thereof.

Lands for Station Accommodation.

65. In addition to the other Powers by this Act given to the Company for the compulsory Purchase of Land they may from Time to Time, for the Purpose of obtaining increased Station Accommodation and for other Purposes of or in connexion with their Undertakings, enter upon, take, use, and purchase all or any of the Lands

defined

defined on the Plans and described in the Books of Reference deposited for the Purposes of this Act and included within a Red Line on those Plans, and also the House and Premises numbered on those Plans 120 in the Parish of *Saint George Hanover Square*, and included within dotted Black Lines on those Plans; and when, but not before, the Company shall have purchased all Houses included within the Red Line aforesaid they may stop up all Thoroughfares within that Red Line, and all Rights of Way and Easements over the same shall cease and be extinguished: Provided always, that nothing in this Act contained shall authorize or empower the Company to take or use the Lands and Hereditaments numbered 3 on the Plans deposited for the Purposes of this Act in the Parish of *Saint Bride* in the City of *London* without the previous Consent in Writing of the Owners, Lessees, and Occupiers thereof for the Time being first had and obtained.

House in Belgrave Road may be taken down.

66. Notwithstanding anything contained in the Company's Act of 1863, the Company may, under the Authority of this Act, take down the House in the *Belgrave Road*, numbered on the Plans deposited for the Purposes of this Act 120 in the Parish of *Saint George Hanover Square*, subject nevertheless to all other the Conditions and Provisions of Section 85 of the Company's Act of 1863, except the Prohibition against taking down Houses.

Period within which Lands are to be purchased.

67. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised as regards the Railways Number 12 and Number 13 after the Expiration of Two Years, and as regards other Railways and Works after the Expiration of Three Years, from the passing of this Act.

Period for Completion of Works.

68. The Railways Number 12 and Number 13 shall be completed within Two Years, and the other Railways and Works by this Act authorized, and in this Act before described, shall be completed within Five Years from the passing of this Act.

Unless Railways opened Penalty imposed.

69. If either of the Railways is not completed and opened for public Traffic within the Period 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 the 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 Evidence,) the Company shall not be liable

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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 (for the Purposes of this Section) the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

New Lines to be Part of Undertaking.

70. The Railways and Works by this Act authorized, and the Lands acquired for the Purposes thereof, shall in all respects not by or under the Authority of this Act otherwise provided for be and be deemed Part of the Undertakings of the Company; (that is to say,)

The *Battersea* Works and the Southern Works, and the Lands acquired for the Purposes thereof respectively, shall be and be deemed Part of the Metropolitan Extensions:

The *Kent* Works, and the Lands acquired for the Purposes thereof, shall be and be deemed Part of the Eastern Section:

The City Works, and the Lands acquired for the Purposes thereof, shall (unless and until by any other Act the same are made Part of any other Undertaking) be and be deemed Part of the Metropolitan Extensions:

Provided that all the Diversions of other Railways and of the *Prince of Wales Road*, and the widening and Improvement of *Green Walk*, shall be or be deemed Part of the Undertaking of the Company only during the Construction of the same respectively.

Tolls.

71. For the Purposes of the Tolls, Rates, and Charges to be taken thereon respectively, the *Battersea* Works (except Diversions A, B, D, and E respectively) and the Southern Works shall be deemed Part of the West End Section of the Metropolitan Extensions as if originally authorized to be constructed as Part of that Section by the Metropolitan Extensions Act; the *Kent* Works shall be deemed Part of the Eastern Section as if originally authorized to be constructed as Part of that Section by the Company's Act of 1863; and the City Works (except the widening of *Green Walk*) shall (unless and until by any other Act they are made Part of any other Undertaking) be deemed Part of the City Section of the Metropolitan Extensions as if originally authorized to be constructed as Part of that Section by the Metropolitan Extensions Act; and Tolls, Rates, and Charges may be levied and collected thereon accordingly: Provided always, that the maximum Charges to be made upon, for, or in respect of each Railway by this Act authorized shall not exceed those limited to be taken on that Section of the Railways of the Company of which that Railway is for the Purposes of Tolls, Rates, and Charges to be deemed Part as aforesaid.

Diversion of existing Brighton Line appropriated to that Company.

72. When the Diversion by this Act authorized of the *Brighton* Railway is completed, that Diversion is by this Act appropriated to and vested in the *Brighton* Company, and for the Purposes of Tolls and Charges, and for all other Purposes, shall be deemed Part of their

their Undertaking; and the User for Traffic of the Portion of the now existing Railway between the Commencement and Termination of that Diversion which will by such Diversion be rendered unnecessary shall be discontinued, and so much of such Portion and of the adjoining Lands of the *Brighton* Company as the Company may not require for the Works by this Act authorized shall remain vested in the *Brighton* Company for their own Use and Benefit, and they may sell and dispose of such Parts thereof as they do not require for their own Use and Benefit; but the Company shall not be required to pay for the Land required to be taken from the *Brighton* Company for such Diversion, and the permanent Way and Rails taken up from such diverted Line shall be the Property of the Company, and the *Brighton* Company shall repay to the Company the Cost of the Land purchased by them from the *West London Extension* Company for the said Diversion to the West of *Long Hedge Junction*.

Abandonment of Brighton Company's Junction Line and Substitution of Railway No. 7.

73. The *Brighton* Company shall abandon and relinquish the Construction of the Railway by the *Brighton*, *Mitcham*, and *Tooting* Lines Act, 1863, first authorized; and the Sections numbered 14, 15, 16, 17, 18, and 19 of that Act shall be read and have effect as if that Railway had not been by that Act authorized, and as if the Railway Number 7 by this Act authorized had been at the Time of the passing of that Act one of the Metropolitan Extension Lines of the Company, and as if the Junction Station provided for by those Sections had been directed to be constructed at or near the Junction of that Railway Number 7 with the Railway secondly authorized by that Act instead of between *Knight's Hill* and *Church Road*.

Abandonment of Part of West London Extension Railway.

74. Whenever the Diversion by this Act authorized of any Portion of Railway of the *West London Extension* Railway Company is completed they shall abandon and discontinue the Use of the Portion of the previously existing Railway between the respective Commencement and Termination of each such Diversion which will be rendered unnecessary by such Diversion; and the Site of such Portion shall remain vested in the *West London Extension* Railway Company for their own Use and Benefit, and they may sell and dispose of such Parts thereof as they do not require for Sidings or other Accommodation; and the Diversions by this Act authorized of the *West London Extension* Railway shall (when completed), for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be deemed Part of the Undertaking of the *West London Extension* Railway Company.

Abandonment of certain Lines of the Company.

75. The Company shall abandon and relinquish the Construction of the following Railways and Portions of Railway; (to wit,)

The whole of the *Long Hedge Junction* by the (Works) Act, 1861, authorized:

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The Railway Number 2 (City Section) of the Metropolitan Extensions from a Point near to and on the North Side of *Ludgate Hill* (being the Point of Commencement of the First Junction Railway of the City Section) to the authorized Termination of that Railway Number 2 at or near *Brazier's Buildings:*

The whole of the Second Junction Railway of the said City Section.

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

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

Mutual running Powers to the South-eastern Railway Company and the Company.

77. When the *South London* new Line, and the Portion of the authorized *South London* Line South of the Junction therewith of the *South London* new Line, and the whole of the Railways Number 9, Number 10, and Number 11 (*Kent* Works) by this Act authorized, and the Portion of the *Greenwich* Line between the respective Junctions therewith of the *South London* new Line and the said Railway Number 10, are completed and lawfully opened for public Traffic, then (subject to the other Provisions of this Act) the *South-eastern* Railway Company may from Time to Time and at all Times

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run over and use those Railways and Portions of Railway, and all the Stations, Sidings, Watering Places, Station Accommodations, Sheds, Buildings, Works, and Conveniences thereon or connected therewith, (including the Station or Stations at the *Crystal Palace*, and any Station at or near the Junction of the *South London* new Line with the authorized *South London* Railway,) and the Company and the *South London* Company respectively may, from and after such Completion and Opening for public Traffic, and subject to the other Provisions of this Act, at all Times run over and use the Portion of the Railway of the *South-eastern* Railway Company called the *North Kent* Line between the Junction therewith of the Railway Number 10 by this Act authorized and the *Woolwich Arsenal* Station of the *North Kent* Line, together with that Station, and all other Stations, Sidings, Watering Places, Station Accommodations, Sheds, Buildings, Works, and Conveniences on or connected with that Portion of the *North Kent* Line.

Limitation of the running Powers of South-eastern Railway Company.

78. The Powers by this Act given to the *South-eastern* Railway Company of using the said Railways, Portions of Railway, and Stations shall not be exercised for the Purposes of any Traffic other than Traffic passing to or from any Station of the *Charing Cross* Railway at *Cannon Street* or *Charing Cross*, or any Station (present or future) on any Railway of the *South-eastern* Railway Company between *London* and *Gravesend* (including their Part of the *London Bridge* Station), *Tunbridge* and *Folkestone*, *Tunbridge* and *Hastings*, and *Ashford* and *Hastings* on the one Part, from or to any Station on the authorized *South London* Railway South of the Junction therewith of the *South London* new Line, including any Station on the authorized *South London* Railway at or near that Junction, or any Station on the *South London* new Line (including any Station or Stations at the *Crystal Palace*), or any Station on either of the Railways Number 9, Number 10, and Number 11 (*Kent* Works), by this Act authorized, or any Station on the *Greenwich* Line between the Junctions therewith of the *South London* new Line and the said Railway Number 10 on the other Part.

Defining running Powers of the Company.

79. The Powers by this Act given to the Company and the *South London* Company of using the said *North Kent* Line and the Stations thereon may be exercised for the Purposes of Traffic of every Description passing to or from the whole of the existing System of the Company, including the authorized *South London* Railway and the *South London* new Line.

Terms of exercising such Powers.

80. The Terms on which the Powers by this Act given to the *South-eastern* Railway Company of running over and using the said Railways and Portions of Railway and Stations of the Company and the

the *South London* Company, and the Powers by this Act given to the Company and the *South London* Company of running over and using the said Portion of the *North Kent* Line and Stations, shall respectively be exercised, shall be reciprocal, and shall be on the Principle of the Division of the Fares and Rates for the Traffic according to the actual Mileage traversed on the Railways of each Company (after deducting Government Duty and Terminal Charges), with Allowances for the Use of Station Accommodation, Sidings, Watering Places, Works, and Conveniences at Terminal Stations; and the Allowances so to be made, the Terminal Charges so to be deducted, and the Fares and Rates to be charged to the Public for the Traffic shall be such as are from Time to Time agreed upon between the Companies interested, or, failing Agreement, settled by Arbitration.

Accessories to running Powers.

81. Except as by or under the Authority of this Act otherwise provided, agreed, or determined, each of the *South-eastern* Railway Company and the Company, when working, running over, or using under the Authority of this Act any Railway, Portion of Railway, or Station of the other of them, may from Time to Time use the Railway, Portion of Railway, or Station, with their Engines, Carriages, Trucks, Officers, Servants, and they may demand and take, upon and in respect of the Railway, Portion of Railway, or Station so used, the same Tolls, Rates, and Charges as if it were Part of their own Railways.

Differences to be settled by Arbitration.

82. All Differences, Questions, or Matters between or affecting any Two or more Companies by this Act directed to be settled or determined by Arbitration, shall (unless other Provision for the Arbitration be made in this Act, or it be otherwise agreed between the Companies interested,) be referred to a single Arbitrator, who shall be appointed by the Board of Trade on the Application of the Companies interested, or either of them, and the Costs of the Arbitration shall be in his Discretion, and his Decisions shall be binding on, and any Regulations he may make shall be observed and performed by all Parties interested.

Running Powers for the Company on additional and certain other Lines of the Metropolitan Railway.

83. And whereas the *Metropolitan* Railway Company are promoting in the present Session of Parliament a Bill, of which (should the same pass into a Law) the Short Title is intended to be the "*Metropolitan* Railway (Additional Powers) Act, 1864," and it is by the said Bill (which is herein-after referred to as the Metropolitan Act, 1864,) intended to enact, amongst other things, that if this Act (in the Metropolitan Act, 1864, called "The New Lines Act, 1864,") should pass into a Law, the *Metropolitan* Railway Company shall construct and lay down upon the Lands of that Company acquired

or to be acquired by them under the Powers of the Metropolitan Act, 1864, or any of the Metropolitan Acts, or under any Powers in that Behalf in this Act, such Rails as may be requisite to connect, at or near *West Street* in the Parish of *Saint Sepulchre*, the existing Railway of the *Metropolitan* Railway Company with the Railway Number 12 by this Act authorized, and that such Connexion shall consist of Two Lines of Way, and that such Rails shall be laid down within such Period as will enable the same to be opened for public Traffic simultaneously with the said Railway Number 12 by this Act authorized, and shall be opened for public Traffic accordingly; and further that, within the Period of Two Years from the passing of the Metropolitan Act, 1864, the *Metropolitan* Railway Company shall construct and lay down upon the Lands of that Company acquired or to be acquired by them under the Powers of the Metropolitan Act, 1864, or any of the *Metropolitan* Railway Acts, and open for public Traffic, Two additional Lines of Rails upon the Narrow Gauge (therein and herein-after referred as "the Two additional Lines") between the Point of Commencement as by the Metropolitan Act, 1864, authorized, of the Railway to be authorized by that Act for connecting the *Metropolitan* Railway with the *Midland* Railway (and which Railway is therein and herein-after referred to as "the connecting Railway") at the Point marked A on the Plans deposited for the Purposes of that Act, and the Rails which the *Metropolitan* Railway Company are by that Act required to lay down for connecting their existing Line with the Railway Number 12 by this Act authorized: Therefore, when and so soon as the Two additional Lines shall have been completed and opened for public Traffic, the Company may pass over and use with their Engines, Carriages, Waggons, and Servants, and for the Purposes of Traffic of all Kinds, the Two additional Lines, and so much of the connecting Railway as will lie between the Commencement by the Metropolitan Act, 1864, authorized of that Railway and the Commencement by that Act authorized of the Alteration or Diversion Railway by that Act authorized, intended to join the *Great Northern and Metropolitan Junction* Railway, and the Alteration or Diversion Railways by that Act authorized and the Railway now forming the Junction between the *Metropolitan* Railway and the Up Line of the *Great Northern* Railway, and also the Rails which the *Metropolitan* Railway Company are or may be by the *Metropolitan* Railway Act, 1864, required to lay down for connecting their existing Line with the Railway Number 12 by this Act authorized, and all Junctions and Points of or connected with the Lines and Railways or Portions of Railway aforesaid, so as to give a Communication between the Railway of the Company and the *Great Northern* Railway; and the Company may also pass over and use as aforesaid the Station at or near *West Street*, *Farringdon Street*, to be constructed by the *Metropolitan* Railway Company as herein-after provided;

provided; such Right of User to include booking to or from that Station.

Interchange Station to be constructed at Farringdon Street by the Metropolitan Railway Company.

84. When and so soon as Two additional Lines are opened for public Traffic the *Metropolitan* Railway Company shall also open for public Traffic a Station at or near *West Street*, *Farringdon Street*, at which the Traffic of the *Metropolitan* Railway Company and the Company shall be interchanged; and the Company shall pay to the *Metropolitan* Railway Company, in respect of the Use by the Company of that Station as herein-before provided, such Portion of the Interest on the Cost of the Station, and such Portion of Maintenance, Repairs, Staff, Lighting, Rates, Taxes, and Stores, and other Station Expenses, of, at, or in respect of such Station, as, with reference to the Circumstances of the Case, and the respective Use of such Station by the Company and the *Metropolitan* Railway Company and any other Company, shall be fair and reasonable; and if the Company and the *Metropolitan* Railway Company shall not agree as to the Amount of such Payment, the same shall be settled by Arbitration: Provided always, that the Traffic of the *Metropolitan* Railway Company and the Company shall be interchanged at that Station, and at no other Place, except with the Consent of the *Metropolitan* Railway Company.

Rates as to Passenger Traffic of Company over the Metropolitan Railway.

85. The Company shall fix the Fares, Rates, and Charges for all Passenger, Coaching, and other Traffic usually conveyed by Passenger Trains carried, under the Provisions herein-before contained, partly over the Railways or any Part of the Railways of the Company, and partly over the Railway or any Part of the Railway of the *Metropolitan* Railway Company, and the Company shall pay to the *Metropolitan* Railway Company in respect of such Traffic a proportionate Part as for One Mile of such gross Fares, Rates, and Charges, (after deducting Government Duty,) and such Payment shall include and be in full for the Use of the said Portion of their Railway, and the Cost to the *Metropolitan* Railway Company of maintaining and signalling their Lines and Junctions, except so far as such signalling is to be found by the Company, and all Services connected with the managing of their Lines, Junctions, and Points thereon; and proper Accounts and Vouchers relating to such Traffic shall be kept by the Companies respectively, and rendered to each other and settled monthly, and the Companies shall respectively be entitled to inspect and verify the Accounts and Vouchers kept by each other.

Tolls for Goods Traffic of Company over Metropolitan Railway.

86. The Tolls to be paid by the Company in respect of Goods, Coals, Minerals, and the other Traffic in this Clause mentioned, for the Use of the several Railways, Portions of Railway, Junctions, and Points of the *Metropolitan* Railway Company which the Company are

are by this Act empowered to pass over and use as aforesaid, shall be the following:

For Goods, Sixpence *per* Ton:
For Coals and Minerals, Fourpence *per* Ton:
For Cattle, Twopence each:
For Calves, Sheep, and Pigs, One Penny each:

Provided always, that the Company shall not at any Time hereafter be liable to pay in respect of any such Traffic Tolls higher than the Tolls or Payments which may for the Time being be paid or made to the *Metropolitan* Railway Company by any other Company or Person other than the *Great Northern* Railway Company who, in the Exercise of any Powers in that Behalf or by Permission of the *Metropolitan* Railway Company, may pass over and use the said several Railways, Portions of Railway, Junctions, and Points, or any of them, or any Part thereof respectively.

Running Powers for Through Traffic over the Metropolitan Railways.

87. Unless with the Consent in Writing of the *Metropolitan* Railway Company the Company shall not take up or deliver any Traffic at any Station of the *Metropolitan* Railway Company other than *Farringdon Street*, nor convey any Traffic from any Station of the *Metropolitan* Railway Company to the *King's Cross* Station of the *Great Northern* Railway Company or of the *Midland* Railway Company, or *vice versâ*.

Conditions upon Exercise of Powers.

88. All Powers of the Company over or in connexion with the Railway of the *Metropolitan* Railway Company, or any Part thereof, under the Powers of this Act, shall be exercised by the Company, subject to the following Conditions; (that is to say,)

1. All Trains, whether Passenger or Goods Trains, and whether belonging to the *Metropolitan* Railway Company or to the Company, or any other Company using the Railway of the *Metropolitan* Railway Company, shall have Priority in the Order of their Arrival at the Signals; provided that in the event of a Goods Train and a Passenger Train arriving simultaneously at any Signal that Passenger Train shall have Priority of Passage over that Goods Train:
2. All Engines employed by the Company on the ailway of the *Metropolitan* Railway Company shall be adapted (to the reasonable Approval of an Officer of the *Metropolitan* Railway Company, to be appointed for that Purpose by them,) to the Eastern Portion of the Railway of the *Metropolitan* Railway Company, and when so approved shall be driven by the Servants of the Company:
3. Coke of the best Quality shall be used by the Company on the Railway of the *Metropolitan* Railway Company:

4. The

4. The Powers of the Company shall be exercised subject to the Byelaws, Rules, and Regulations made and from Time to Time in force on the Railway of the *Metropolitan* Railway Company:

5. Subject to the preceding Provisions, the Management of the Trains shall be under the Control of the *Metropolitan* Railway Company.

Facilities for Traffic until Completion of additional Lines.

89. Until the Completion of the Two additional Lines such Facilities as are in this Act prescribed shall be afforded by means of the Junctions of the Railway of the Company with the *Metropolitan* Railway respectively authorized by the *London, Chatham, and Dover* Railway Metropolitan Extensions Act, 1860, and by this Act, for the passing of the Traffic of the Company over the *Metropolitan* Railway, and to the *Great Northern and Metropolitan Junction* Railway and the *Great Northern* Railway respectively.

Interim Facilities over Metropolitan Railway to King's Cross.

90. In order to facilitate the due Transmission, until the Completion of the Two additional Lines, of Traffic passing or intending to pass over the Railway of the Company, or any Part thereof, to or from the Railway of the *Metropolitan* Railway Company, and to or from the *Great Northern* Railway or the *Great Northern and Metropolitan Junction* Railway, and to provide for the due Passage of such Traffic to its Destination, and to regulate their respective Rights with regard to such Traffic, the *Metropolitan* Railway Company and the Company shall (upon and from the Completion of any Connexion between their respective Railways, and at all Times thereafter, until the Power by this Act given to the Company of passing over and using the Two additional Lines of the *Metropolitan* Railway Company is in effectual Operation) be bound by and shall fulfil, observe, and conform to the following Stipulations and Provisions; (*videlicet,*)

1. The Company may carry on such Traffic with their own Engines, Carriages, Waggons, Trucks, and Servants:

2. The *Metropolitan* Railway Company shall for and in respect of all such Traffic, and for all Purposes of this Clause, at all Times afford to and for the Company and the Public all reasonable Accommodation and Facilities at, on, and over the Railways of the *Metropolitan* Railway Company between the Points aforesaid:

3. The Payments, Tolls, Rates, and Charges to be made and paid by the Company to the *Metropolitan* Railway Company for the Use of the Line of the *Metropolitan* Railway Company and the Performance of the Services to be rendered by the last-

last-mentioned Company under this Clause shall be the Payments, Tolls, Rates, and Charges herein-before provided to be paid by the Company to the *Metropolitan* Railway Company for passing over and using the Two additional Lines:

4. The Conditions herein-before prescribed with reference to the Exercise by the Company of the Powers by this Act conferred upon them of passing over and using the Railway of the *Metropolitan* Railway Company shall, so far as the same are applicable, be observed and fulfilled by the *Metropolitan* Railway Company and the Company respectively with respect to the Matters in this Clause mentioned.

Facilities for Traffic between Paddington or Finsbury and Crystal Palace and Victoria.

91. In order to facilitate the Transmission of all Traffic passing or intended to pass over any Railway of the *Metropolitan* Railway Company, or any Part thereof, to or from the *Victoria* Station of the Company, or the *Crystal Palace* Station of the *South London* Company, or any Station intermediate between the said *Victoria* Station or the said *Crystal Palace* Station and the Railways of the *Metropolitan* Railway Company from or to the *Paddington* Station of the last-mentioned Company or the Station of that Company at or near *Finsbury Circus*, or any Station of that Company intermediate between their *Finsbury* Station or the said *Paddington* Station and the Railway of the Company, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, and to regulate their respective Rights with regard to such Traffic, the *Metropolitan* Railway Company and the Company and the *South London* Company shall, upon and at all Times after the Completion of any Connexion between the respective Railways of the *Metropolitan* Railway Company and the Company, be bound by, and shall fulfil, observe, and conform to, the following Stipulations and Provisions; (*videlicet,*)

First, the Company and the *South London* Company respectively shall have the Right to book and invoice through over the Railways of the *Metropolitan* Railway Company, and the last-mentioned Company shall have the Right to book and invoice through over the Railways of the Company and the *South London* Company, all such Traffic as aforesaid:

Second, the *Metropolitan* Railway Company, the Company, and the *South London* Company respectively shall, for and in respect of all such Traffic and for all Purposes of this Clause, at all Times afford to and for each other and the Public all reasonable Accommodation, Facilities, and Conveniences at, on, and over their respective Railways and Stations, by their respective Trains, and by Through Booking and Through Rates, and shall at all Times

and

and in all respects conduct, forward, carry on, and accommodate all such Traffic as aforesaid on equal Terms with and as if it were their own proper Traffic and without Preference in favour of their own Lines:

Third, the Rates and Charges for such Traffic shall be agreed between the *Metropolitan* Railway Company and the Company and the *South London* Company respectively, or in default of Agreement shall be settled by Arbitration, and such Rates and Charges shall be divided by actual Mileage, (after deducting Government Duty and such Terminal Charges on Goods as may be agreed upon between the said Companies, or as may, in default of Agreement, be determined by Arbitration,) and out of such Rates and Charges each Company shall receive their full Mileage Proportion of the whole Distance which the Traffic passing over their Railway actually traverses, and the Companies interested shall monthly account with each other on this Basis:

Fourth, all Questions and Differences which may at any Time arise between the *Metropolitan* Railway Company and the Company and the *South London* Company, or between the *Metropolitan* Railway Company and either of those Companies, as to the Construction or Effect of this Clause of this Act, or the Performance, Observance, Nonperformance, or Nonobservance of any of the Provisions thereof, or any Matters connected therewith or consequent thereon, shall be determined by Arbitration.

Tolls may be taken by Company for the Traffic passing over Metropolitan Railway.

92. In respect of Traffic carried by the Company, or forwarded by the *Metropolitan* Railway for the Company, under the Powers of this Act, over the Railway of the *Metropolitan* Railway Company, or any Part thereof, the Company may demand and take any Tolls, Rates, and Charges not exceeding those which the *Metropolitan* Railway Company might demand and take for the same Traffic if carried by them on their own Account.

Arbitration.

93. If any Dispute arise between the *Metropolitan* Company and the Company under the Provisions of this Act the same shall be settled by Arbitration, and every such Arbitration shall be in accordance with "The Railway Companies Arbitration Act, 1859."

Application of Victoria Station Fund, &c. to Battersea Works.

94. The Company may apply for the Purposes of the *Battersea* Works (except Railway Number 1) any Monies raised or to be raised by *Victoria* Station Improvement Shares, or by borrowing on Mortgage of the *Victoria* Station Fund.

Power to raise additional Money

95. The Company may from Time to Time (in addition to any other Sums of Money which they are by this or any other Act authorized

by Creation of new Shares: for Battersea Works;

authorized to raise) raise, by the Creation and Issue of new Shares, the Sums following; (to wit,)

1. For the Purposes of the *Battersea* Works (except Railway Number 1) any Sums not exceeding in the whole One hundred and fifty thousand Pounds:

for Kent Works.

2. For the Purposes of the *Kent* Works, and by new Shares in the Metropolitan Extensions (Eastern Section), any Sums not exceeding in the whole Two hundred and twenty thousand Pounds.

Classes and Amounts of new Shares.

96. The respective new Shares created under this Act for raising each of those Sums of One hundred and fifty thousand Pounds and Two hundred and twenty 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 may be disposed of in such Manner, to such Persons, and on such Terms and Conditions as any such Meeting may resolve: Provided always, that no such Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon.

Provisions as to Victoria Station Fund Shares.

97. All new Shares created under the Powers of this Act for raising the said Sum of One hundred and fifty thousand Pounds, or any Part thereof, are in this Act designated *Victoria* Station Fund Shares, 1864, and, whether created at One Time or in One Class, or at different Times or in different Classes, shall entitle the Holders thereof to Dividend or Interest in common with the *Victoria* Station Improvement Shares out of the *Victoria* Station Fund, and not out of any other Profits of the Company.

Funds applicable to Dividend on Eastern Section Shares.

98. All new Shares created under the Powers of this Act for raising the said Sum of Two hundred and twenty thousand Pounds for the Purposes of the *Kent* Works, or any Part of that Sum, are in this Act designated Eastern Section Shares, 1864, and, whether created at One Time or in One Class, or at different Times or in different Classes, shall entitle the Holders thereof to Dividend or Interest *pari passu* with the Metropolitan Extensions (Eastern Section) Shares, but only out of the Profits of the Eastern Section applicable to Dividend in accordance with the Acts from Time to Time relating to the Company, and not out of any other Profits of the Company.

Limit of Amount and Number of Calls.

99. The Amount of any One Call to be made on the Proprietor of any new Share created under the Powers of this Act shall not exceed

exceed One Fifth of the total Amount of the Share, and there shall be an Interval of Two Calendar Months at least between every Two successive Calls, and not more than Three Fourths of a Share shall be called up in any One Year.

Qualification of new Shareholders.

100. Except as by or under the Authority of this Act otherwise provided, all new Shares and Stock created under the Powers of this Act shall, in proportion to the aggregate nominal Value of such new Shares or Stock held by the same Person at the same Time, confer the like Qualifications and Rights of voting as original Shares in the Capital of the Company of the same aggregate nominal Value would confer.

Authorized Capital may be raised by Stock.

101. 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 Dividend or Interest 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.

Stock to carry Preference of Shares.

102. All Capital Stock created under the Powers of this Act by the Conversion or in lieu of the Creation of any Shares shall bear and be entitled to the same Dividend or Interest, payable out of the same Profits or Revenue, but subject to the same Limitations, as the Shares for which such Stock is substituted would, if in existence, bear or be entitled to under the Provisions of this Act.

Certain Parts of 8 & 9 Vict. c. 16. to apply to such Stock.

103. The Sections of "The Companies Clauses Consolidation Act, 1845," numbered 62, 63, and 64, relating to Shares consolidated or converted into Stock, shall (subject to the Provisions of this Act) apply to all Capital Stock created under the Powers of this Act in the same Manner as if such Capital Stock were General Capital Stock formed by the Conversion or Consolidation of Capital under the Powers of that Act; and any Instalments by which any Stock created by or under the Powers of this Act may be made payable shall be recoverable as Calls are recoverable under that Act.

For settling Contributions of the several Undertakings towards common Objects.

104. The Directors of the Company may from Time to Time (with the Sanction of any Extraordinary Meeting of the Company convened with Notice of this Object of the Meeting) settle and define the Contributions to be made by all or any of the several Undertakings of the Company, and their respective Revenues, towards the Rents, Rebates, Drawbacks, Guarantees, Payments, and Allowances lawfully payable or paid or allowed by the Company to any

any other Company, or to, for, or on account of the Undertaking by which the Contribution is made, or to, for, or on account of any other Undertaking of the Company, and the Extent to which the several Undertakings of the Company, or any of them, shall participate in the Profits arising to the Company from the Undertaking of any other Company, or from Traffic passing on Two or more of the Undertakings of the Company, and shall determine whether any such Contribution shall be taken as Part of any Expenses of working and Management which the Company are from Time to Time authorized to deduct from the Receipts of any Undertaking, or (to any Extent not exceeding One *per Centum per Annum* on the Revenue applicable to Dividend of the respective Undertaking, and that only in the event of the Deductions so to be made from the Receipts of the respective Undertaking amounting to the Limit of Fifty *per Centum per Annum*) in addition to such Expenses; and so much of the Revenues of their several Undertakings as shall be necessary shall be appropriated and applied accordingly.

Shareholders may require Contributions to be settled by Arbitration.

105. Provided, That if any Shareholder in any Undertaking on which any such Contribution is intended to be imposed shall, within One Month after the Directors have resolved to impose the same, give Notice in Writing to the Company that he objects to the Propriety of such Contribution, or to the Amount thereof, then the Question of the Propriety, or (as the Objection may be) of the Amount thereof, shall be determined by an Arbitrator to be appointed by the Board of Trade on the Application of the Directors and the Shareholder, or of either of them, and all Parties shall be bound by his Decision.

Borrowing Powers.

106. In addition to the Powers of borrowing Money by any other Acts given to the Company they may from Time to Time, for the Purposes of the *Battersea* Works by this Act authorized (except Railway Number 1), borrow on Mortgage of the *Victoria* Station Fund,—

In respect of the additional Capital of One hundred and fifty thousand Pounds by this Act authorized to be raised by *Victoria* Station Fund Shares, 1864, any Monies not exceeding in the whole Fifty thousand Pounds:

And they may also from Time to Time, for the Purposes of the *Kent* Works, borrow on Mortgage of the Eastern Section,—

In respect of the additional Capital of Two hundred and twenty thousand Pounds by this Act authorized to be raised by Eastern Section Shares, 1864, any Monies not exceeding in the whole Seventy-three thousand three hundred Pounds.

Restrictions on borrowing.

107. No Money shall be borrowed under the Powers of this Act until the whole of the respective additional Capital in respect of which

which the same is by this Act authorized to be borrowed is subscribed for or taken *bonâ fide*, and One Half thereof is paid up, and until the Company shall prove to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that Shares for the whole of such respective additional Share Capital have been issued and accepted *bonâ fide* and are held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same, and that not less than Twenty *per Centum* has been paid up on account of each separate Share before or at the Time of the Issue or Acceptance thereof (of which Facts the Certificate of such Justice under that Section shall be sufficient Evidence).

Priority of existing Mortgages.

108. All Mortgages granted by the Company before the passing of this Act, and which are in force at the Time of the passing of this Act, and charged or attaching on the *Victoria* Station Fund, shall, during their Continuance, have Priority over all Mortgages granted by virtue of this Act and charged on the same Fund; and all Mortgages granted by the Company before the passing of this Act, and in force at the Time of the passing of this Act, and charged on the Eastern Section alone, shall, during their Continuance, have Priority over all Mortgages granted by virtue of this Act and charged on the Eastern Section alone.

Application of Monies raised.

109. All Monies raised by the Company by Shares, Stock, or borrowing under the Powers of this Act shall be applied only for the respective Purposes for which the same respectively are by this Act authorized to be raised.

Funds for Junctions.

110. Provided, That, as regards the raising and Application of Monies for the Purposes thereof, all Junctions by this Act authorized or required of or in connexion with the *Battersea* Works shall be deemed Part of the *Battersea* Works.

Exemptions from Margate Dues on Coal.

111. No Dues or Duties or Impositions shall be levied by the Company of Proprietors of *Margate* Pier and Harbour, or by any other Body or Persons, under the Authority of any Act of Parliament, on Coals, Culm, Splint, Coke, or Cinder, in the following Cases; (that is to say,)

1. When the same are wholly and in good Faith consumed by the Engines or at the Station or Workshops of the Company or of the *Kent Coast* Railway Company:
2. When the same are conveyed on any Railway of the Company or of the *Kent Coast* Railway Company to and delivered from the same at any Place beyond the Town of *Margate* and the Parish of *Saint John the Baptist* in the *Isle of Thanet* in the County of *Kent*, and are not thereafter delivered within that Town or Parish:

And if in any of such Cases any such Dues or Duties or Impositions shall at any Time hereafter be levied the Company or Parties who pay the same shall be entitled to be and shall be repaid the same by the said Company of Proprietors; but if any Company or Person fraudulently obtains or endeavours to obtain the Benefit of any Exemption or Repayment by this Act granted without being legally entitled to the same, they or he shall be liable for every such Offence to a Penalty not exceeding Fifty Shillings; and such Penalties may be recovered and applied in the same Manner as other Penalties may be recovered and applied under the said Acts, or either of them.

Railways, &c. exempted from Interference of Dover Porters.

112. Upon and from the passing of this Act the several Clauses and Provisions relating to licensed Porters, Carmen, or Carriers of the (Local and Personal) Acts of Parliament, Fiftieth *George* Third, Chapter Twenty-six, Eleventh *George* Fourth and First *William* Fourth, Chapter One hundred and seventeen, and Fifth and Sixth *William* Fourth, Chapter Forty-seven, shall not have any Operation or Effect with respect to any Passengers, Luggage, Goods, Wares, Merchandise, Matters, or Things passing between any Steam Vessel belonging to or in connexion with any Railway and any Railway or Custom House or Room at *Dover*, but all such Passengers, Luggage, Goods, Wares, Merchandise, Matters, and Things shall be, to the Extent aforesaid, wholly exempt from the Privileges and Interference of such Porters, Carmen, or Carriers appointed or acting under those Acts or any of them, or under any Prescription, Charter, or immemorial Usage, and from the Operation of the said Clauses and Provisions; and any such Porter, Carman, or Carrier, or Person claiming to be such Porter, Carman, or Carrier (not being a Passenger,) who shall be or be found in or upon any such Steam Vessel, or any Railway Station, Yard, Property, or Premises of the Company and the *South-eastern* Railway Company respectively, without their respective Consent, save for the Purpose of carrying and conveying any such Passengers Luggage, Goods, Wares, Merchandise, Matters and Things from the Premises of the respective Company, or any such Custom House or Room after the same shall have been cleared by Officers of Her Majesty's Customs, shall be subject to the same Penalties and Forfeitures as any other wilful Trespasser: Provided, that the Company and the *South-eastern* Railway Company shall, for the Purpose only of the Carriage of Passengers Luggage from and out of their respective Stations at *Dover* into the Town or elsewhere than to Steam Vessels in the Harbour or alongside the Admiralty Pier, permit and allow for the Accommodation of the Public an adequate Number of Porters, to be nominated from Time to Time by the Corporation, to attend outside the said Stations respectively, and have the exclusive Privilege of carrying such Luggage therefrom as aforesaid: Provided, that such Porters shall not be allowed to enter

such Stations until their Services are required, and on an Intimation to that Effect from the Station Master or other Officer of the said Companies respectively at such Stations respectively; and such Porters shall, whilst at or within such Stations respectively, be under and subject to the Control of such Station Master or other Officer as aforesaid.

Company may appoint their own Servants.

113. For the Performance of all or any of the Services which the said licensed Porters, Carmen, and Carriers have heretofore performed or claimed to perform with respect to any such Passengers Luggage, Goods, Wares, Merchandise, Matters, or Things as aforesaid, the Company and the *South-eastern* Railway Company respectively may from Time to Time hereafter appoint any of their own Officers or Servants, and the respective Company may remove any such Persons appointed by them at their Pleasure, and may make Byelaws for their Government; and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the making of Byelaws, shall apply to the Byelaws made under this Section.

Confirming Arrangement in Schedule.

114. The Heads of Arrangement between the Company and the City Commissioners set forth in the Schedule to this Act are hereby confirmed, and the Metropolitan Extensions Act shall be read and have effect subject to and as amended by those Heads of Arrangement, and the Powers by that Act given to the Company may and shall be exercised so as to give effect to those Heads of Arrangement.

Certain Provisions of 25 & 26 Vict. c. cxcii. as to Pier Branch at Dover repealed.

115. And whereas by the Additional Powers Act, 1862, (Sections Ten and Eleven,) the Company were authorized to make a Railway or Tramway (in this Act called the Pier Branch) wholly in the Parish of *Saint Mary the Virgin* in the Borough of *Dover* and County of *Kent*, commencing by a Junction with the Railway of the Company near *Strond Lane*, and terminating at the Landward Extremity of the Admiralty Pier; and that Act contains (Section Thirteen) a Proviso that Carriages propelled by Steam or by Atmospheric Agency, or drawn by Ropes in connexion with a Stationary Engine, shall not be used on the Pier Branch until a widening and altering of *Snargate Street* Railway Bridge and *Limekiln Street*, and the Continuation thereof to *Council House Street*, and the widening of the Street leading from *Snargate Street* to *Strond Street* and of Part of *Strond Street*, by that Act (Sections Fifty-three to Fifty-nine, both inclusive,) provided for, shall be completed, and also Provisions (Sections Fifty-three, Fifty-four, Fifty-five, and Fifty-seven,) that the Company shall not appropriate, stop up, enclose, alter, or interfere with certain Streets, Lanes, or Alleys until they shall have constructed the

Widenings, Alterations, and Continuation aforesaid, and also (Section Fifty-four) a widening of *Custom House Quay* and *Cross Wall*, and which Widenings, Alterations, and Continuation are shown on a Plan referred to in those Sections, and which in this Act is referred to as "the First *Dover* Street Plan;" and that Act contains also (Section Fourteen) Provisions relating to the level Crossing of a Road in the said Parish of *Saint Mary the Virgin:* And whereas Modifications of the Provisions aforesaid have been agreed upon: Therefore the last Proviso to Section Thirteen of the Additional Powers Act, 1862, (being the Proviso herein-before recited,) and the whole of the Sections numbered Fifty-three, Fifty-four, Fifty-five, Fifty-six, Fifty-seven, Fifty-eight, and Fifty-nine of that Act, are by this Act repealed.

Regulations as to level Crossing to operate at once.

116. From and after the passing of this Act the Company shall abide by the Regulations contained in Section Fourteen of "The Additional Powers Act, 1862," so long as they run Locomotive Engines on the Pier Branch.

The widening of the Streets to be done according to new Plan.

117. The Company shall, to the reasonable Satisfaction of the Local Board of the Borough of *Dover* and of the *Dover* Harbour Board, to be signified in Writing under the Hands of their respective Surveyors, widen and alter *Snargate Street* Railway Bridge and *Lime-kiln Street*, and continue the same to *Council House Street*, to the Extent and in manner shown on a Plan thereof which has been signed by the Right Honourable *Edward Henry Stanley*, commonly called Lord *Stanley*, the Chairman of the Committee of the House of Commons to which this Bill was referred in its Progress through Parliament, which Plan is in this Act referred to as "the Second *Dover* Street Plan," and on which Plan the Streets and the Railway Bridge as the same are to be so widened and altered are shown by a Brown Colour between the Letters L and M on that Plan.

Deposit of Plan.

118. The Second *Dover* Street Plan shall be deposited with the Clerk of the Peace for the County of *Kent*, and shall be retained by him, and all the Provisions of the Public General Act of the First Year of the Reign of Her present Majesty, Chapter Eighty-three, shall extend and apply thereto.

Hawkesbury Street or Round Tower Street not to be interfered with until other Streets altered.

119. Provided always, That the Company shall not appropriate, stop up, or enclose the Streets called *Hawkesbury Street* or *Round Tower Street* in the Parish of *Saint Mary the Virgin*, *Dover*, unless and until they shall, to the reasonable Satisfaction of the Local Board of the Borough and of the *Dover* Harbour Board, to be signified by Writing under the Hand of their respective Surveyors, have widened and altered the Streets called *Snargate Street* and the Railway Bridge

and

and *Limekiln Street*, and continued the same to *Council House Street*, as shown on the Second *Dover* Street Plan.

Strond Street not to be interfered with until other Streets altered.

120. Provided further, That the Company shall not appropriate, stop up, inclose, alter, or in any way interfere with any Part of the Street called *Strond Street*, unless and until they shall, to the reasonable Satisfaction of the Local Board and the *Dover* Harbour Board, to be signified as aforesaid, have widened and continued the several Streets mentioned in the last preceding Clause between the Points L and M on the Second *Dover* Street Plan, and until they shall, to the like Satisfaction, have widened *Custom House Quay* and *Cross Wall* in the said Parishes, as shown by the Blue broken Lines between the Letters E and F and B on the First *Dover* Street Plan.

Certain other Streets not to be interfered with until others are altered.

121. Provided further, That the Company shall not appropriate, stop up, inclose, alter, or in any way interfere with the several Streets, Lanes, or Alleys between *Strond Street* and *Custom House Quay* aforesaid, being numbered respectively 61, 55, 50, and 40 A on the first *Dover* Street Plan, unless and until they shall, to the reasonable Satisfaction of the Local Board and *Dover Harbour* Board, to be signified as aforesaid, either have widened *Custom House Quay* and *Cross Wall* between the Points E, F, and B on that Plan, or have constructed a new Street from *Strond Street* to *Custom House Quay* according to the Red broken Lines on that Plan between the Points G and H.

Provision for future widening of Strond Street and Snargate Street.

122. If the Company shall purchase the Properties numbered 76 to 90, both inclusive, in the said Parish, on the First *Dover* Street Plan, they shall within Twelve Calendar Months thereafter widen *Strond Street* aforesaid and the Street leading thereto from *Snargate Street* between the Points D and I on that Plan, to the Satisfaction of the said Local Board, to be signified as aforesaid.

Finnis Hill Roadway not to be interfered with until another Street widened.

123. Provided further, That the Company shall not appropriate, stop up, inclose, alter, or in any way interfere with the *Finnis Hill* Roadway in the said Parish, numbered 154 on the First *Dover* Street Plan, unless and until they shall, to the reasonable Satisfaction of the said Local Board and *Dover Harbour* Board, to be signified as aforesaid, have widened *Limekiln Street*, as shown on the Second *Dover* Street Plan, and formed and constructed a new Street leading therefrom as shown by Red broken Lines on the First *Dover* Street Plan between the Points J and K.

Vesting in Local Board Soil of Street widened.

124. The Land thrown into the said several Streets for the Purpose of widening and continuing the same as aforesaid shall vest in the

the Local Board of the Borough of *Dover*, and shall never afterwards be built upon or used for any other Purposes than as public Streets.

Period for Completion of widening, &c.

125. The Company shall complete the widening and Continuation of the said Streets and Railway Bridge between the Points L and M on the Second *Dover* Street Plan within Six Months from the passing of this Act, if and so far as they have already acquired and have the Power to purchase and take the Lands required for that Purpose, and also, if and so far as they can acquire by Agreement on reasonable Terms, or by Valuation or by Arbitration under any Agreement, and in sufficient Time, such other of the Lands as are required for that Purpose, and within Eighteen Months from the passing of this Act, if and so far as they have not already acquired and have not the Power to purchase and take and cannot so acquire the same: Provided, that the said Local Board shall have Power to extend either of such Periods, if they so think fit; Provided also, that if and so far as the Company have not now sufficient Power to acquire those Lands, they shall apply to Parliament in the Session of One thousand eight hundred and sixty-five for, and use their best Endeavours to obtain, Power to acquire the same, and shall take all proper preliminary and other Proceedings in that Behalf.

In case of Noncompletion of widening, &c., User of Locomotives suspended.

126. If such widening and Continuation be not completed within the said Period of Six Months, or (as the Case may be) Eighteen Months, or within such extended Period, then from the Expiration of such Period until such Completion no Carriage propelled by Steam or by Atmospheric Agency, or drawn by Ropes in connexion with a Stationary Engine, shall be used on the Pier Branch.

Arbitration.

127. If any Difference arises between the Company and the Local Board of the Borough of *Dover*, or the *Dover* Harbour Board, or the respective Surveyors of such Boards, in respect of the Matters mentioned in the Eleven last preceding Sections of this Act, such Difference shall be referred to and determined by an Arbitrator to be agreed upon between the Parties in difference, or, in default of Agreement, to be appointed by the Board of Trade.

Repeal of a Condition imposed on Use of Pier Branch.

128. Upon the passing of this Act so much of the Twenty-sixth Section of the Additional Powers Act, 1862, as postpones the Use by the Company of the Pier Branch until they shall complete and finish, to the Satisfaction of the Engineer of the *Dover* Harbour Board, all the Works which they are thereby required to construct, is by this Act repealed, but the Company shall proceed with and complete those Works with all practicable Dispatch in accordance with the Plans already approved by the Engineer of the Board.

129. The

Security for Completion of the Pier Branch.

129. The Sum of Three thousand Pounds which has been deposited with the *London and County* Bank in the City of *London*, in the joint Names of *George Gunnell Newman* of the City of *London*, Gentleman, and *James Stilwell* of *Dover*, Gentleman, shall be held by them in trust for the Purposes herein-after directed concerning the same; to wit,

If all the Works by Section 26 of the Additional Powers Act, 1862, required to be executed by the Company shall be completed and finished in strict Accordance in all respects with the Provisions of that Section by the First Day of *October* next, then upon trust to pay the said Sum of Three thousand Pounds to the Company:

If the said Works shall not be completed and finished in strict Accordance in all respects with the Provisions of the said Section by the said First Day of *October* next, then upon Trust to pay the said Sum of Three thousand Pounds to the *Dover* Harbour Board, to be applied by them in completing the said Works; and any further Monies beyond the said Sum of Three thousand Pounds which shall be expended by the Board in the Completion of the said Works shall be repaid to them by the Company, on Demand, and any Balance of the said Sum of Three thousand Pounds which shall not be expended for the Completion of the said Works shall be repaid by the Board to the Company:

Provided, that if any Difference shall arise between the Company and the *Dover* Harbour Board with respect to any Matter in this Clause contained such Difference shall be referred to the Determination of an Arbitrator to be mutually agreed upon, or, in default of Agreement, to be appointed by the Board of Trade on Application by either Party.

Saving Rights of the Corporation of London.

130. Except only as is by this Act expressly provided, nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*.

Saving Rights of Metropolitan Board of Works, Vestries, and District Boards.

131. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Powers, Rights, Privileges, and Authorities of the Metropolitan Board of Works, or of the City Commissioners, or any Vestry or District Board.

Saving Rights of Railway Companies.

132. Except only as in this Act or any incorporated Act or Part of an Act expressly provided, nothing in this Act contained shall take away, diminish, prejudice, or alter any of the Estates, Rights, Powers,

Powers, Privileges, or Authorities of the *Brighton* Company, the *Great Northern* Railway Company, the *Great Western* Railway Company, the *London and South-western* Railway Company, the *Metropolitan* Railway Company, the *South-eastern* Railway Company, the *South London* Company, or the *West London Extension* Railway Company.

Company not to prevent Construction of Queen's Road, Battersea, Extension according to Agreement.

133. Nothing in this Act, or in the Plans and Sections deposited for the Purposes of this Act, contained shall authorize the Company to execute or maintain any Work or do any Act whereby the Undertakers of the *Queen's Road, Battersea,* Extension shall be prevented from constructing the same Road in accordance with the Terms and Conditions of a certain Agreement, bearing Date the Fourth Day of *December* One thousand eight hundred and sixty-three, made and entered into in a certain Suit instituted in the Court of Chancery by *Philip William Flower* against the Company, and in another Suit instituted by him in the same Court against the *Brighton* Company.

Trains for Labouring Classes.

134. The Company shall and they are hereby required, at all Times after the opening of their Railway to a Junction with the *Metropolitan* Railway, to run a Train every Morning in the Week from their *Loughborough Park* and *Peckham Junction* Stations to their *Ludgate* Station, calling at all intermediate Stations, and One Train from their *Ludgate* Station to their *Loughborough Park* and *Peckham Junction* Stations every Evening, also calling at intermediate Stations, (*Sundays*, *Christmas Day*, and *Good Friday* always excepted,) at such Hours, not being later than Seven in the Morning, or earlier than Six in the Evening, as may be most convenient for Artisans, Mechanics, and daily Labourers (both Male and Female) residing at or beyond *Camberwell*, and having Business daily in *London*, at Fares not exceeding One Penny *per* Passenger for each Journey (in addition to the Government Duty): Provided, that in case of any Complaint made to the Board of Trade of the Hours appointed by the Company for such Trains the said Board shall have Power to fix and regulate the same from Time to Time, and also that if in any continuous Period of Six Months it shall be found that less than One hundred of such Passengers shall have been conveyed by each of such Trains the Company, on Proof of that Fact to the Satisfaction of the Board of Trade, may discontinue the running of such Trains; but the said Board may at any Time order the Resumption thereof by the Company if it shall seem to the said Board desirable so to do.

For ascertaining Right of Applicants to cheap Tickets.

135. The Company shall not be required to issue a Ticket to any Artisan, Mechanic, or daily Labourer, under the last preceding Clause, for a less Period than One Week; and on his Application for the same he shall be bound to give his Name and Address as well

as

as the Name and Address of the Person or Persons by whom he may be employed, and before the Issue of such Ticket the Company shall have a reasonable Time allowed for ascertaining by Inquiry whether the Person so applying for a Ticket is an Artisan, Mechanic, or daily Labourer within the Meaning of the last preceding Clause.

Penalties for Abuse of Tickets.

136. If any Person holding such Ticket shall transfer or attempt to transfer such Ticket to any other Person he shall forfeit and pay to the Company the Sum of Five Shillings, and his Ticket shall also be forfeited; and any Person using or attempting to use any such Ticket which may have been so transferred as aforesaid shall forfeit and pay to the Company the like Sum of Five Shillings; and the Company shall not thereafter be required to allow either the original Holder of any such Ticket who shall transfer or attempt to transfer the same as aforesaid, or any Person using or attempting to use any such Ticket so transferred or attempted to be transferred, to have the Benefit of the Provisions of this Act relating to Artisans, Mechanics, and daily Labourers.

Limiting Compensation for Injury to such Passengers.

137. The Liability of the Company under any Claim to Compensation for Injury or otherwise in respect of each Passenger travelling with such Ticket as aforesaid shall be limited to a Sum not exceeding One hundred Pounds, and the Amount of Compensation payable in respect of any Passenger so injured shall be determined by an Arbitrator to be appointed by the Board of Trade, and not otherwise.

No Interest or Dividend to be paid on Calls paid up.

138. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

139. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised for the Purpose of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being 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 Railway, or to execute any other Work or Undertaking.

140. Nothing

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

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

Expenses of Act.

141. The Costs, Charges, and Expenses of preparing and passing this Act, and preliminary and incidental thereto, shall be paid by the Company.

The

The SCHEDULE referred to in the foregoing Act.

HEADS of ARRANGEMENT between the London, Chatham, and Dover Railway Company and the Commissioners of Sewers for the City of London and the Liberties thereof, for Construction of Works under "Metropolitan Extensions Act, 1860."

1. The Company, in the Construction of any of the Railways authorized by the above Act, may enter upon and permanently take, use, and appropriate for the Purposes of their Railways and Works, subject to the Provisoes herein contained, such Parts of the Streets, public Ways, Courts, and Alleys as are coloured Red upon the Plan marked A. hereto annexed, and signed by Joseph Cubitt and William Haywood, Esquires, and also subject to the Provisoes herein contained temporarily to interfere with, use, and occupy such Parts of the said Streets and public Ways, Courts and Alleys as are coloured Yellow upon the said Plan, during the Construction by the Company of their Bridges and Works, to such Extent as may be necessary for the Construction thereof, and as may be agreed upon between the Engineer of the Company and the Engineer of the said Commissioners: Provided, that the Company shall compensate the Owners and Lessees of the Houses numbered 109, 110, and 111 on the Company's deposited Parliamentary Plan for the Parish of St. Ann's, Blackfriars, for any Damage occasioned or suffered by them in consequence of the Appropriation by the Company of that Part of Ship Yard which is coloured Red on the said Plan; and in no Case shall the Company stop up or interfere with more than One each of the said Streets coloured Yellow on the said Plan at One Time (except such Portion of Snow Hill on the North Side of the Railway as lies between Skinner Street and King Street, which the Company shall be at liberty wholly to stop up), excepting by Consent of the Engineer for the said Commissioners, nor interfere with or alter the existing Levels of such Streets; neither shall the Company in the Construction of their said Works stop up Skinner Street, Snow Hill, Water Lane, and Union Street at the same Time that Ludgate Hill is stopped up or partially stopped up nor Ludgate Hill and Fleet Lane at the same Time that Snow Hill and Skinner Street are stopped up or partially stopped up, nor Water Lane, Union Street, and Ludgate Hill at the same Time that Earl Street is stopped up or partially stopped up: Provided also, that the Arch or Viaduct to be constructed by the said Company over Little Bridge Street shall be constructed and maintained by them with a clear Headway of Eighteen Feet at the least, and the Arch or Viaduct to be constructed over Union Street shall be constructed and maintained with a clear Headway of Sixteen Feet at the least, and such Two last-mentioned Streets shall be maintained by the Company at their present existing Width: Provided also, that no Portion whatever of the public Way of Farringdon Street or New Bridge Street shall be taken by the Company, nor shall the Company in rebuilding build beyond the present Line of Frontage

of those Streets, but the Company may nevertheless reserve to themselves the Right in the open Areas and Vaults in front of the Houses in New Bridge Street for the Purpose of the same being used as such, and for no other Purpose.

2. The Company shall be at liberty to divert Fleet Lane and Water Lane in the Direction shown by a Blue Colour on the said Plan, and to execute their said Railways and Works in accordance with the said Plan, and Directions and Instructions therein contained.

3. Where the Viaduct for the Railway authorized by the London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860, is made across Ludgate Hill, it shall be made there, and shall thenceforth be maintained so as to admit of the present Width of the Street on Ludgate Hill, including Footways, being increased to Sixty Feet; and the said Company shall and will submit the Design for the Bridge or Viaduct over Ludgate Hill to the Engineer for the Time being of the said Commissioners for his Approval, and if such Engineer shall fail to approve of such Design within Fourteen Days after the Submission thereof to him then such Design shall be submitted to an Engineer to be appointed by the Board of Trade, whose Decision shall be given within Fourteen Days after the Submission thereof to him, and it shall be conclusive and binding upon the said Company and the said Commissioners, and the said Bridge or Viaduct shall be constructed according to such approved Design, or with such Alteration as the Engineer to be appointed by the Board of Trade as aforesaid may direct; but in case the Engineer to be appointed by the Board of Trade shall fail to approve of the Design, or to direct what Alterations are to be made therein, within the Time herein-before mentioned, then the said Company shall be at liberty to construct the said Bridge or Viaduct in accordance with the Design originally prepared by them and submitted to the Engineer to the said Commissioners; and the said Company shall purchase and convey to the said Commissioners the Pieces of Land respectively coloured Green upon the said Plan, the Pieces of Land so to be purchased as aforesaid to be appropriated by the Commissioners for the Purpose of widening and improving Ludgate Hill; and with regard to the Amount of Compensation, Costs, and Expenses to be paid by the Commissioners to the Company for the Purchase of the several Pieces of Land so coloured Green on the said Plan, the Commissioners shall pay to the Company such Compensation, Costs, and Expenses as may be agreed upon between the Surveyor of the Commissioners and Surveyor appointed by the Company, and in case they disagree then such a Sum as may be determined by a Third Surveyor to be chosen by the Surveyor to the Company and the Surveyor to the Commissioners, and in case they cannot agree upon Third Surveyor, or in the event of such Third Surveyor being unable or unwilling to act, then such a Sum as may be determined by a Surveyor to be appointed by the Board of Trade; providing, that in estimating the Amount to be paid for the said Pieces of Land by the said Commissioners the Value of the Ground coloured Red on the Plan annexed hereto, which the Commissioners agree to give up to the Company, shall be estimated and taken into consideration (except the Parts of Fleet Lane and Water Lane which will be appropriated by the said Company, and in lieu of which substituted Land is to be provided by the said Company, as appears by the said Plan), and the Value thereof shall be allowed by way of Set-off to the said Commissioners, and the Balance of the Sum or Sums so to be determined or awarded

awarded as aforesaid as the Value of the said Pieces of Land coloured Green on the said Plan, after deducting the Amount so to be allowed to the said Commissioners as aforesaid, shall be paid to the said Company by the said Commissioners. In witness whereof, to one Part of these Presents the said Company have caused their Common Seal to be affixed, and to the other Part thereof Seven of the said Commissioners have set their Hands, this 28th Day of July, A.D. 1863.

H. DE JERSEY.	BLOMFD. BURNELL.
THOS. PEUTRESS.	SEPTIMUS READ.
JOHN LORKIN.	BENJN. SPILSBURY.
WM. H. TEULON.	LUCAS HOUGHTON.

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