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VICTORIÆ REGINÆ.

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Cap. cclxxxiii.

An Act to authorize the *London, Chatham, and Dover* Railway Company to execute Works in *Kent* and *Surrey*; to authorize the Acquisition of additional Lands in *London, Middlesex, Surrey,* and *Kent,* and of the Undertakings of the *Sittingbourne and Sheerness* Railway Company; to extend the Time for completing and purchasing Lands for Undertakings in *London, Surrey,* and *Kent;* to amend the Acts relating to the Company; and for other Purposes.

[30th *July* 1866.]

WHEREAS the *London, Chatham, and Dover* Railway Company (in this Act called the Company), under the Authority of the *Sittingbourne and Sheerness* Railway (Increase of Capital) Act, 1859, are in the actual Possession of and are working the Railway and Parts of the Works of the *Sittingbourne and Sheerness* Railway Company (in this Act called "the *Sheerness* Company"), and that Act authorized and directed a Lease of the Railway Undertaking of the *Sheerness* Company in perpetuity to the

Company (by their then Name of the *East Kent* Railway Company), and the Rent was to be determined by Arbitration, and to be not less than Five nor more than Eleven thousand Pounds a Year, and was to be paid clear of all Expenses, and to be the First Charge on the *Sheerness* Railway and a Charge on the *East Kent* Railway next after Mortgage Creditors: And whereas it is expedient that the Heads of Agreement for the vesting in the Company of the Undertaking, Railway Stations, Road, Bridge, Pier, and other Works and Buildings, and Part of the Lands and Property and Powers of the *Sheerness* Company which are set forth in the Schedule A. to this Act annexed, be confirmed and have Effect: And whereas it is expedient that the Company be authorized to widen and improve the *Queenborough* Pier so vested in them, and to divert the Road which crosses the Company's Railway on the Level near *Ewell* Church in the County of *Kent*, and the Footpath crossing their Railway at the *Ewell* Station, and to stop up the said level Crossing and the Footpath so diverted and other Footpaths crossing their Railway in the Parish of *Ewell* aforesaid: And whereas it is expedient that the Company be authorized to make a Deviation from the Line of the Railway No. 3. (*Battersea* Works) authorized by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," and a short Piece of Road in the Parish of *Battersea* in the County of *Surrey*: And whereas it is expedient that the Company be authorized, for Station Accommodation, Approaches, and Improvement of Approaches, and other Purposes of or connected with their Undertakings, including the Undertaking of the *Sheerness* Company by this Act vested in the Company, to acquire additional Lands in the following Parishes:

(A.) *Saint Martin, Ludgate, Saint Bride's*, and *Saint Ann, Blackfriars*, all in the City of *London*:

(B.) *Saint George, Hanover Square*, in the County of *Middlesex*:

(C.) *Camberwell, Christchurch, Battersea, Lambeth, Newington*, and *Saint George the Martyr, Southwark*, all in the County of *Surrey*:

(D.) *Ewell, River, Milton* otherwise *Milton-next-Sittingbourne*, and *Queenborough*, all in the County of *Kent*:

And whereas it is expedient that the *Sevenoaks, Tunbridge, and Maidstone* Railway Company (whose Undertaking, so far as completed, is worked by the Company under the Authority of Parliament, and the whole of whose Undertaking the Company are authorized to purchase or take on Lease,) be authorized to acquire, for Station Accommodation, Approaches, and other Purposes, Lands in the Parish of *Sevenoaks* in the County of *Kent*: And whereas for the Purposes of this Act Plans and Sections of the intended Works, showing

showing the respective Lines and Levels thereof, with 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 additional Lands which may be acquired under this Act, with Books of Reference to those Plans, have been deposited for public Inspection with the respective Clerks of the Peace for the Counties of *Kent*, *Surrey*, and *Middlesex*: And whereas it is expedient that the Company and the *London and South-western* Railway Company, and also the Company and the Lord Mayor, Aldermen, and Commons of the City of *London*, or either of them, be authorized to enter into and carry into effect Contracts for and with respect to any of the Objects of this Act, and the Appropriation, Ownership, and Use of any Lands acquired under the Powers of this Act: And whereas it is expedient that the respective Periods limited by "The *London, Chatham, and Dover* Railway Act, 1863," for the compulsory Purchase of Lands for the Purposes of the following Works, *viz.*, 26 & 27 Vict. c. cciv.

(A.) The whole of the *Peckham* Line by that Act authorized,

(B.) The Portion of the *Greenwich* Line by that Act authorized from near the Point of crossing by that Line of the *Lewisham* Road to the authorized Termination of that Line near *Crooms Hill Grove*,

And for the Completion of the said Portion of the *Greenwich* Line, be extended:

And whereas it is expedient that the respective Periods limited by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," for the compulsory Purchase of Lands for the Purposes of the Railway No. 13 (City Works) by that Act authorized, and for the Completion of that Railway, be extended: And whereas by "The *London, Chatham, and Dover* Railway (Additional Powers) Act, 1862," the Company were prohibited from constructing any Viaduct, Bridge, or Arch over or upon the new Street then in course of Construction by the Metropolitan Board of Works in the said Parish of *Christchurch* of a greater Width on the South Side of such Street than One hundred and fifty-nine Feet, and on the Northern Side thereof than One hundred and eighty-two Feet, measured from the West Side of *John Street*, or nearer to the *Blackfriars Road* on the one Side, or encroaching further on *John Street* on the other Side, than the Lines marked in Red on a certain Plan in that Act mentioned, and Provision is made for the Construction of all Works, Buildings, and Erections of the Company over, upon, or in connexion with the said new Street, under the Superintendence and to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works, 27 & 28 Vict. c. cxcv. 25 & 26 Vict. c. cxcii.

London, Chatham, and Dover Railway (Various Powers) Act, 1866.

Works, and for submitting to that Board the Designs of such Works and Buildings, and for the Settlement of Disputes by Arbitration: And whereas by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," the Company were authorized to close and stop up *John Street* aforesaid, and Provision is made for vesting the Soil and Site thereof in the Company: And whereas the said Prohibition contained in the *London, Chatham, and Dover* Railway (Additional Powers) Act, 1862, interferes with the providing of Station Accommodation as by that Act authorized, and such Station Accommodation is now more required, and to a greater Extent than when that Act was passed: And whereas it is expedient that the Acts relating to the Company be in some respects amended: 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;

Short Title.

1. This Act may be cited for all Purposes as "*London, Chatham, and Dover* Railway (Various Powers) Act, 1866."

8 & 9 Vict. cc. 16. 18. & 20., 10 & 11 Vict. c. 27., 23 & 24 Vict. c. 106., and 26 & 27 Vict. c. 92. incorporated.

2. Sections 53 and 54 of "The Companies Clauses Consolidation Act, 1845" (relating to the Appointment of a Receiver), "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway), and Part II. (relating to Extension of Time), and Part V. (relating to Amalgamation) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form Part of this Act, and shall extend and apply to the Works by this Act authorized other than Railways as well as to the Railways, but as regards Roads, Diversions, and Alterations of Roads and of Bridges in the Line thereof, and Footpaths, only during their Construction; and "The Harbours, Docks, and Piers Clauses Act, 1847," (except the Clauses thereof with respect to Lifeboats, and with respect to keeping a Tide and Weather Gauge, and except Sections 25 and 26 thereof relating to Rates,) is incorporated with this Act, and shall apply to the widening and Improvement of the *Queenborough* Pier, and to the same as and when widened and improved.

Interpretation of Terms.

3. In this Act the several Words and Expressions to which Meanings are assigned by the said Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the

the Expression the "Special Act" shall mean this Act; the Expressions "the Company" and "the Promoters of the Undertaking" shall respectively mean the *London, Chatham, and Dover* Railway Company; the Expression "the *Sheerness* Company" shall mean the *Sittingbourne and Sheerness* Railway Company; the Expression "the *Sevenoaks* Company" shall mean the *Sevenoaks, Maidstone, and Tunbridge Wells* Railway Company; the Expression "the Admiralty" shall mean the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral; the Expression "the Corporation" shall mean the Lord Mayor, Aldermen, and Commons of the City of *London* acting by their Common Council; the Expression "the City Commissioners" shall mean the Commissioners of Sewers of the City of *London* and the Liberties thereof; the Term "Sheriff" used in the Provisions of "The Lands Clauses Consolidation Act, 1845," relating to the Reference to a Jury, shall, as regards any Part of the prescribed Lands within the City and Liberty of *Westminster*, be deemed to apply to the High Bailiff of the City and Liberty of *Westminster*, or his Deputy, and shall, as regards any Part of the prescribed Lands within the Borough of *Southwark*, be deemed to apply to the High Bailiff of that Borough, or his Deputy; the Expression "the Undertaking," when used in relation to the *Sheerness* Company, shall include as well their Bridge and Pier Undertakings as their Railway Undertaking; the Expressions "the Railway" or "the Undertaking," when not used in relation to the *Sheerness* Company, shall include all the Works by this Act authorized, but, as regards Roads, Diversions, and Alterations of Roads and of Bridges in the Line thereof, and of Footpaths, only during their Construction; and the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

Application of Funds by the Company.

4. The Company may apply—

(1.) For the Purposes of the Works (A.), (D.), and (E.), by this Act authorized, and for the Acquisition by them of additional Lands in the County of *Kent* or (excepting the Parish of *Battersea*) in the County of *Surrey*, or for the Acquisition of the Undertaking of the *Sheerness* Company, as by this Act authorized, any Money from Time to Time raised (under the Authority of the *London, Chatham, and Dover* Railway (City Undertaking) Act, 1864) by General Shares, 1864, or by borrowing on Mortgage of the general Undertaking of the Company, and respectively either before or after any Consolidation of Deferred Capital with Ordi-

nary Capital, under the Authority of the *London, Chatham, and Dover* Railway (Various Powers) Act, 1865:

(2.) For the Purposes of the new Road (F.) in the Parish of *Battersea*, and of the *Battersea* Deviation (G.), and for the Acquisition of Lands in the Parish of *Battersea*, or in the Parish of *Saint George, Hanover Square*, any Monies which the Company are by the *London, Chatham, and Dover* Railway (New Lines) Act, 1864, authorized to apply for the Purposes of the *Battersea* Works (except Railway No. 1) by that Act authorized:

(3.) For the Purposes of the Acquisition of Lands in the City of *London*, as by this Act authorized, any Money from Time to Time raised as Part of the City Lines Capital, or by borrowing on Mortgage of the City Lines Undertaking, authorized by the *London, Chatham, and Dover* Railway (City Undertaking) Act, 1864.

Application of Funds by Sevenoaks Company.

5. The *Sevenoaks* Company may apply, for the Purposes which they are by this Act authorized to execute, any Money from Time to Time raised under the Authority of the *Sevenoaks* Railway Act, 1859, the *Sevenoaks, Maidstone, and Tunbridge* Railway Act, 1862, and the *Sevenoaks, Maidstone, and Tunbridge* Railway Act, 1864, or any of those Acts.

Power to make Works according to deposited Plans.

6. Subject to the Provisions of this Act, the Company may make and maintain, in the Lines and according to the Levels shown on the deposited Plans and Sections, the Works herein-after described, with all proper accessory Works and Conveniences connected therewith, and (excepting the new Road and Diversion of Footpath) may maintain the same accordingly, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for those Purposes. The Works herein-before referred to, and authorized by this Act, are,—

(A.) The widening and Improvement of the *Queenborough* Pier throughout its whole Length (all in the Parish of *Queenborough* in the County of *Kent* and the Shore of the *Swale*):

(D.) A new Road, all in the Parish of *Ewell* in the County of *Kent*, commencing between *Ewell* Churchyard and the Company's Railway there, from and out of the existing Road or Way which crosses the Company's Railway on the Level there, and terminating by a Junction with the Road from *Ewell* to *Kearsney Abbey* on the North-east Side of that Railway:

(E.) A Diversion of the Footpath crossing the Company's Railway at the *Ewell* Station (which Diversion will commence at a Point where that Footpath passes through the Company's North-

North-eastern Fence, and will terminate at or in the public Road, passing by a Bridge under the said Railway at the *Ewell* Station):

(F.) A new Road, all in the Parish of *Battersea* in the County of *Surrey*, commencing at the *Queen's Road*, Five Chains or thereabout South of the Bridge carrying the Railways of the Company and the *London, Brighton, and South Coast* Railway Company over that Road, and running thence in a Northerly Direction, and at Right Angles with the *Queen's Road* for a Distance of Three Chains or thereabouts, and there terminating:

(G.) (The *Battersea* Deviation) a Railway (Eighteen Chains or thereabouts in Length, and wholly in the said Parish of *Battersea*,) commencing at a Point Six Chains and a Half or thereabouts Westward, measuring along the Line of Railway No. 3 (*Battersea* Works) authorized by the *London, Chatham, and Dover* Railway (New Lines) Act, 1864, of the Centre of the Bridge carrying that Railway over the *Queen's Road*, and terminating at a Point Twenty-one Chains and a Half or thereabouts (measuring as aforesaid) in a South-easterly Direction from the Bridge through which that Railway No. 3 passes under the *London and South-western* Railway.

Construction and Length of Queenborough Pier.

7. The new or widened Part of the *Queenborough* Pier authorized by this Act shall be constructed on open Pile Work, and shall not, without the previous Consent of the Admiralty in Writing signed by the Secretary of the Admiralty, extend at any Point further riverwards than the riverward Termination of the Pier as existing at the passing of this Act.

Powers of Admiralty as to Pier.

8. With respect to the widening and Improvement of the *Queenborough* Pier, Sections 13 to 19, both inclusive, of "The Railways Clauses Act, 1863," incorporated with this Act, shall be read and have Effect as if the Admiralty were named in those Sections instead of the Board of Trade; and with respect to the same widening and Improvement, the Provisions of "The Railways Clauses Consolidation Act, 1845," and of "The Harbours, Docks, and Piers Clauses Act, 1847," incorporated with this Act, shall be read and have Effect as if "The Harbours Transfer Act, 1862," had not been passed.

Regulations as to Vessels at Piers.

9. Section 11 of "The *Sittingbourne and Sheerness* Railway Act, 1857," (authorizing the Admiralty to make Regulations for preventing Obstructions to the Navigation,) shall apply to the *Queenborough* Pier as widened and improved under this Act.

10. The

As to taking Lands of Brighton Company.

10. The Company shall not, for the Purposes of any of the Works by this Act authorized, enter upon, take, or use any Land of the *London, Brighton, and South Coast* Railway Company without their previous Consent in Writing under their Common Seal, but the Company may purchase and take of and the *London, Brighton, and South Coast* Railway Company may sell and convey to the Company, for the Purposes of this Act, any Land of the *London, Brighton, and South Coast* Railway Company which that Company may agree or may have agreed to sell and transfer to the Company, and upon such Terms and Conditions as may be or may have been agreed upon between the Company and the *London, Brighton, and South Coast* Railway Company.

Powers to the Company to purchase Lands for Station Accommodation, &c.

11. Subject to the Provisions of this Act, the Company may from Time to Time enter upon, take, use, and purchase, for Station Accommodation, Approaches, and Improvement of Approaches, and other Purposes of or connected with their Undertakings, including the Undertaking of the *Sheerness* Company by this Act vested in the Company, any Lands delineated on the deposited Plans and described in the deposited Books of Reference, and situate in the following Parishes; *viz.*,

(A.) *St. Martin, Ludgate, St. Bride's*, and *St. Ann, Blackfriars*, all in the City of *London*:

(B.) *St. George, Hanover Square*, in the County of *Middlesex*:

(C.) *Camberwell, Christ Church, Battersea, Lambeth, Newington*, and *St. George the Martyr, Southwark*, all in the County of *Surrey*:

(D.) *Ewell River, Milton* otherwise *Milton-next-Sittingbourne*, all in the County of *Kent*.

And to the Sevenoaks Company.

12. Subject to the Provisions of this Act, the *Sevenoaks* Company may from Time to Time enter upon, take, use, and purchase, for Station Accommodation, Approaches, and other Purposes of their Undertaking, all or any of the Lands in the Parish of *Sevenoaks* in the County of *Kent*, delineated on the deposited Plans and described in the deposited Books of Reference.

Lands for extraordinary Purposes.

13. The Quantity of Land to be taken by the Company under the Authority of this Act for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Powers for compulsory Purchases limited.

14. The Powers of the Company and the *Sevenoaks* Company respectively for the compulsory Purchase of Lands under the Authority of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

15. The

Period for Completion of Works.

15. The *Battersea* Deviation shall be completed within Five Years from the passing of the *London, Chatham, and Dover* Railway (New Lines) Act, 1864, and the other Works by this Act authorized, and shown on the deposited Plans, shall be completed within Five Years from the passing of this Act, and on the Expiration of the Period by this Act limited for the Completion of any Work the Powers by this Act granted to the Company for executing that Work, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to stop Streets, &c.

16. The Company may from Time to Time stop up permanently any Streets, Courts, Alleys, Squares, or other Places, Roads, and Ways, or any Portions thereof, included within a Red Line on the deposited Plans, and may appropriate and use the same and the Subsoil or Under Surface thereof for the Purposes of their Undertaking.

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

17. In every Case (excepting Claims for Compensation by Persons having no greater Interest than as Tenants for a Year or from Year to Year) 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.

Notice to be given of taking Houses of Labouring Classes.

18. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same, by Placards, Handbills, or other general Notice, placed in public View upon or within a reasonable Distance from such Houses, and the Company shall not take any such Houses until they have obtained a Certificate

of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

Extending Provisions for Deficiency of local Rates.

19. The Section numbered 148 of the *London, Chatham, and Dover* Railway (*Metropolitan* Extensions) Act, 1860, (for making good Deficiency of local Rates,) shall extend and apply to the Railway and Works by this Act authorized, and to the Lands to be acquired by the Company for the Purposes thereof, as fully and effectually as if that Section were in this Act re-enacted with especial reference to such Railway, Works, and Lands.

Extending Provisions of Act of 1864 as to Board of Works, &c.

20. The Sections numbered respectively 53, 54, 55, and 56 of "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," (relating to the Metropolitan Board of Works, and also as regards Sections 55 and 56 to Vestries and District Boards,) shall extend and apply to the Railway 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 such Railway and Powers.

Part of Company's Various Powers Act of 1865 extended to City Commissioners.

21. The Sections numbered respectively 31 and 32 of "The *London, Chatham, and Dover* Railway (Various Powers) Act, 1865," shall extend and apply to the City Commissioners, and to the Lands in the City of *London* by this Act authorized to be taken, 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 Lands and Powers.

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

22. The Sections numbered respectively 87, 88, and 89 of "The *London, Chatham, and Dover* Railway (Metropolitan Extensions) Act, 1860," (relating to the *Southwark and Vauxhall* Water Company,) shall extend and apply to the Railway 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 that Railway and those Works and Powers.

Stoppage of a Road and Footpath at Ewell.

23. When the new Road (D.) by this Act authorized is complete, and fit for public Traffic, the Company may stop up so much of the existing Road or Way as crosses the Railway at *Ewell* on the Level, and the Two Footpaths in the said Parish of *Ewell* crossing their Railway between the intended Commencement and Termination of that new Road; and when the Diversion E., by this Act authorized, is completed, and fit for public Traffic, the Company may stop up the Footpath

path crossing their Railway at the *Ewell* Station; and when any Portion of Road or Footpath is stopped up under the Authority of this Section all Rights of Way and other Rights and Easements in and over the same are by this Act extinguished, and the Soil and Site thereof are by this Act vested in the Company for their own Use and Benefit.

Unless Railway opened, Penalty imposed.

24. If the Railway by this Act authorized, or any Railway or Portion of Railway for the Completion of which an Extension of Time is by this Act granted, be 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 Railway 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 no Penalty shall accrue in respect of any Time during which Time it shall appear by a Certificate to be obtained from the Board of Trade that the Company has been prevented from completing or opening the Railway by unforeseen Accident, or by Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Deviations to be Part of Undertaking.

25. The Railway 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 Railway No. 3. (*Battersea* Works), authorized by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864."

Certain additional Lands to be Part of Company's Undertakings.

26. All Lands acquired by the Company under the Authority of this Act shall be and be deemed Part of the Undertakings of the Company, as follows; *viz.*,

(A.) If in the City of *London* they shall belong to and be deemed a Part of the City Lines Undertaking of the Company:

(B.) If in the County of *Middlesex* or the County of *Surrey* they shall belong to and be deemed Part of the West End Section of the *Metropolitan* Extensions of the Company:

(C.) If in the County of *Kent* they shall belong to and be deemed Part of the general Undertaking of the Company, as defined in "The *London, Chatham, and Dover* Railway (Various Powers) Act, 1865."

And others of Sevenoaks Company's Undertaking.

27. All Lands acquired by the *Sevenoaks* Company under the Authority of this Act shall belong to and be deemed Part of their Undertaking.

28. If

Company to convey Land for widening Ludgate Hill.

28. If, under the Authority of this Act, the Company acquire any Land abutting on *Ludgate Hill*, and the City Commissioners shall determine to widen *Ludgate Hill*, so as to make the same of a Width greater than the present Width, the Company, on being required so to do by Notice thereof given by the City Commissioners under the Hand of their Clerk for the Time being to the Company (such Notice to be given within Six Months after the Land has been acquired and Notice thereof given to the Commissioners), shall convey to the City Commissioners so much of such Land as may be required for the Purpose of widening *Ludgate Hill* so as to make the same of any Width not exceeding Sixty Feet, on Payment to the Company by the City Commissioners of the Value of the Land required (the Land being for the Purpose of Valuation considered as vacant Building Ground), and the Value shall be determined by the respective Surveyors for the Time being of the City Commission and the Company, and in case of Difference between such Surveyors by an Architect to be agreed upon by them within One Month after the Difference arises, or failing such Agreement by an Arbitrator to be appointed by the Board of Trade, on the Application of both or either of the said Surveyors.

Agreement with Apothecaries Society confirmed.

29. The Agreement of the Seventeenth Day of *February* One thousand eight hundred and sixty-six between the Master, Wardens, and Society of the Art and Mystery of Apothecaries of the City of *London* of the one Part, and the *London, Chatham, and Dover* Railway Company of the other Part, which is set forth in the Schedule B. to this Act annexed, is by this Act confirmed and made binding on the said Parties thereto.

Saving Rights of Metropolitan District Railway Company.

30. Nothing in this Act contained shall repeal, alter, or affect the Powers of the *Metropolitan* District Railway Company under the *Metropolitan* District Railway Act, 1864, or enable the Company to prevent the *Metropolitan* District Railway Company from constructing their authorized Works, in accordance with the Plans and Sections deposited for the Purposes of the *Metropolitan* District Railway Act, 1864, and referred to in that Act.

Agreements with other Companies, Corporations, &c.

31. The Company and the *London and South-western* Railway Company, and also the Company and the Lord Mayor, Aldermen, and Commons of the City of *London* acting by their Council, or any Two of them, may from Time to Time enter into and carry into effect all such Agreements as the contracting Parties think fit with respect to any of the Objects of this Act, and the Appropriation, Ownership, and Use of any Lands acquired under the Powers of this Act.

Extension of Time for Peckham Line.

32. The Powers by "The *London, Chatham, and Dover* Railway Act, 1863," given to the Company, for the compulsory Purchase of Lands

Lands for the Purposes of the *Peckham* Line by that Act authorized, may be exercised within One Year, but not after the Expiration of One Year, from the passing of this Act.

Extension of Time for Greenwich Line of 1863.

33. The Powers by "The *London, Chatham, and Dover* Railway Act, 1863," given to the Company for the compulsory Purchase of Lands for the Portion of the *Greenwich* Line by that Act authorized, from a Point Sixty Yards or thereabouts from the crossing by that Line of the *Lewisham* Road, and Sixty-five Yards or thereabouts from the crossing by that Line of *Blackheath Hill*, as shown on the Plans deposited for the Purposes of that Act, to the authorized Termination of that Line near *Crooms Hill Grove*, and for the Completion of that Portion of Railway, may be exercised, as regards compulsory Purchase, within Two Years, and as regards Completion, within Three Years from the passing of this Act, but not after the Expiration of the said Period of Two Years, or, as the Case may be, Three Years.

Extension of Time for Railway No. 13, City Works.

34. The Powers by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," given to the Company for the compulsory Purchase of Lands for the Purposes of the Railway No. 13. (City Works) by that Act authorized, and for the Completion of that Railway, may be exercised, as regards compulsory Purchase and Completion, within Three Years from the passing of this Act, but not after the Expiration of the said Period of Three Years.

As to widening of Railway over Southwark Street.

35. The Company may widen their existing Bridge which crosses over *Southwark Street* near *Blackfriars Road* to the Extent of Fourteen Feet on the North and Six Feet on the South Side of *Southwark Street* beyond the Limits to which they are empowered to widen the said Bridge by Section 68. of the *London, Chatham, and Dover* Railway (Additional Powers) Act, 1862; provided that their Works do not project beyond the Line of Frontage on the West Side of that Portion of *John Street* situate on the South Side of *Southwark Street*, and that they pay all Expense of lighting the Street beneath the Bridge by Day and Night, and that the Bridge be made and maintained as nearly as possible Water-tight; and in case of Difference between the *Saint Saviour's* District Board of Works and the Company as to the Bridge being so made and maintained, every such Difference shall, on Application of the Company or of the said District Board of Works, 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.

Certain additional Lands to be within South-western Company's Agreement.

36. For the Purposes of "The *Dover* and *South-western* Companies Act, 1865," and of the Heads of Agreement confirmed by that Act, the Lands in the City of *London* which the Company is by any Act of the present Session of Parliament authorized to acquire shall be deemed to be Lands by "The *Dover* and *South-western* Companies Act, 1865," authorized to be acquired, and that Act and the said Heads of Agreement shall be read and have Effect accordingly.

"Victoria Station Fund" to be made sufficient to provide for the Sums charged on it under previous Acts.

37. The Term "*Victoria* Station Fund" shall, in the Construction of "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," mean such Sum or Sums as the Board of Directors of the Company, under the Authority of an Extraordinary General Meeting of the Company, duly convened with Notice of the Object, have fixed and determined, or shall hereafter fix and determine, for the Purpose not only of the Payment of Dividend on the *Victoria* Station Improvement Stock, and the Interest on the Sum of One hundred and twenty-three thousand Pounds, authorized by "The *London, Chatham, and Dover* Railway Act, 1863," to be borrowed on Mortgage of the said Fund, but also of the Dividend on the *Victoria* Station Fund Shares, 1864, by "The *London, Chatham, and Dover* Railway (New Lines) Act, 1864," authorized to be created for the Purposes of the *Battersea* Works, and the Interest on the Sum of Fifty thousand Pounds by the said Act of 1864 authorized to be borrowed on Mortgage of the *Victoria* Station Fund.

Heads of Agreement in Schedule for vesting Sheerness Undertaking in Company confirmed.

38. The Heads of Agreement between the *Sheerness* Company and the Company, which are set forth in the Schedule (A.) to this Act annexed, are by this Act confirmed and made binding on those Two Companies respectively, and may and shall have full Effect, and that Schedule shall be deemed to be Part of this Act.

Sheerness Undertaking, &c. vested in Company.

39. In accordance with the Terms and Conditions of those Heads of Agreement, the Undertaking, Railway, Stations, Road, Bridge, Pier, and other Works and Buildings, and such of the Lands and Landed Property, Powers, Rights, and Privileges whatsoever of the *Sheerness* Company as by those Heads of Agreement are agreed to be vested in the Company are by this Act vested as on and after the Nineteenth Day of *July* One thousand eight hundred and sixty-five in the Company, and amalgamated with their Undertaking, Railways, Works, Property, Effects, Powers, Rights, and Privileges, and are so vested subject to the Claims, Charges, Liabilities, and Obligations in that Behalf expressed in the Fourth of those Heads, but freed and discharged from all other Charges and Incumbrances, and other Debts, Liabilities, and Engagements of the *Sheerness* Company.

40. The

Yearly Sum of 7,000*l.* to be paid by Company.

40. The yearly Sum of Seven thousand Pounds from the Nineteenth Day of *July* One thousand eight hundred and sixty-five, which is provided for by those Heads of Agreement, is by this Act charged and may and shall be paid and applied by the Company, and shall be recoverable as is by those Heads of Agreement provided for.

Company to create Sheerness Rentcharge Four and a Half per Cent. Stock.

41. The Company may and shall create and issue One hundred and fifty-five thousand five hundred and fifty-six Pounds "*Sheerness* Rentcharge Four and a Half *per Cent.* Stock," as is provided for by those Heads of Agreement, and that Stock shall be Stock of their general Undertaking as defined in the "*London, Chatham, and Dover* Railway (Various Powers) Act, 1865," and may and shall be sold and disposed of, and the Proceeds of Sales thereof may and shall be disposed of, and the Dividends thereon shall be paid as is provided for by those Heads of Agreement, but only out of the said yearly Sum of Seven thousand Pounds.

Receiver for Payment of Arrears of Dividends on the Stock.

42. If and whenever any Dividends on the *Sheerness* Rentcharge Four and a Half *per Cent.* Stock or any Part thereof are in arrear, any Persons entitled together to not less than Ten thousand Pounds of that Stock may enforce the Payment of the Seven thousand Pounds a Year, and the Application thereof in Payment of the Arrears of Dividends by the Appointment of a Receiver, and the net Monies from Time to Time received by the Receiver, shall be so much Money received to the Use of the several Persons entitled together to the whole of the Dividends then in arrear on that Stock, and shall be applied rateably in or towards Payment of those Arrears.

Company to create and issue Ordinary Stock.

43. The Company may and shall create and issue ordinary Stock of their Capital to any Extent not exceeding Twenty-five thousand Pounds, as is provided for by those Heads of Agreement, and that Stock shall be Stock of their said general Undertaking, and may and shall be held, dealt with, and enjoyed as fully paid up Stock.

Provision for a Crown Debt of the Sheerness Company.

44. And whereas Part of the Undertaking of the *Sheerness* Company consists of a Line of Railway and Works constructed by them on certain Land in the Parish of *Minster* in the County of *Kent*, containing Six Acres Three Roods and Nine Perches or thereabouts, and belonging to Her Majesty: And whereas an Agreement under which such Land was taken by the *Sheerness* Company was entered into, dated the Nineteenth Day of *March* One thousand eight hundred and fifty-eight, and made between Her Majesty the Queen of the First Part, the Honourable *Charles Alexander Gore*, a Commissioner of Her Majesty's Woods, of the Second Part, *Frederick*

Leese of the Third Part, and the *Sheerness* Company of the Fourth Part: And whereas by a Decree of his Honour the Vice-Chancellor Sir *William Page Wood*, dated the Sixteenth Day of *January* One thousand eight hundred and sixty-four, and made in a Cause depending in the High Court of Chancery between Her Majesty's Attorney General, Informant, and the *Sheerness* Company, Defendants, it was declared that the said Agreement ought to be specifically performed and carried into execution, and the same was decreed accordingly, and certain further Declarations and Inquiries were made and directed to be prosecuted: And whereas, as appears by such Decree, a Certificate of the Chief Clerk made in pursuance thereof, dated the Twenty-fifth Day of *November* One thousand eight hundred and sixty-four, and a Certificate of the Taxing Master, dated the Fourteenth Day of *July* One thousand eight hundred and sixty-five, the Sum of Three thousand seven hundred and thirty-eight Pounds Sixteen Shillings and Threepence, and subsequent Interest on the Sums of Two thousand Pounds and Five hundred Pounds, in the said Decree mentioned, from the Twenty-fifth *November* One thousand eight hundred and sixty-four, at the Rate of Four Pounds *per Centum per Annum*, are now due to Her Majesty by virtue of the said Agreement and Decree: Therefore the Monies due and to accrue due to Her Majesty shall be the First Charge on the Stock to be created under the Provisions of the Agreement in Schedule A. to this Act, and upon the yearly Sum of Seven thousand Pounds to be paid in pursuance thereof: Provided also, that nothing in the said Agreement or in this Act shall take away, prejudice, or affect any Title, Estate, Interest, Power of Entry, or Right of Action or Suit, of Her Majesty, to, in, or in respect of any Land or Hereditaments taken or used by the *Sheerness* Company.

For Protection of Messrs. Day and Nicholson.

45. Notwithstanding anything in this Act or in the Heads of Agreement set forth in the Schedule (A.) to this Act annexed contained, the Undertaking, Railway, Stations, Road, Bridge, Pier, and other Works, Buildings, Lands, and landed Property, Powers, Rights, and Privileges of the *Sheerness* Company, by this Act vested in the Company, shall be so vested subject to the Claim of *Thomas Hermitage Day* and *William Henry Nicholson* for their unpaid Purchase and Compensation Monies of Seven thousand four hundred and ten Pounds, and the Interest and Arrears of Interest thereon, and Costs due from the *Sheerness* Company, and such Monies, Interest, and Costs shall form Part of the Landowners Claims in discharge of which, by the Eleventh of those Heads, the One hundred and fifty-five thousand five hundred and fifty-six Pounds Stock, and the net Proceeds thereof, are first to be applied: Provided that nothing in this Act or in the said Heads shall take away, prejudice,

or affect any Title, Estate, Interest, Lien, Power of Entry or Right of Action or Suit which the said *Thomas Hermitage Day* and *William Henry Nicholson* may now or hereafter have to, in, or in respect of any Lands agreed to be sold by them to the *Sheerness* Company, or any Monies which may be paid or agreed to be paid by Her Majesty's Principal Secretary-at-War or any other Person on account of the Purchase thereof or any Part thereof, or on account of Clearance Rights over the same or any Part thereof.

Payments into Court by transferring Company.

46. If for Twelve Months after the Time for the Payment by the *Sheerness* Company of any Money to be paid by them in accordance with those Heads of Agreement they are unable to ascertain the Person to whom it ought to be paid, and who can give to them a valid Receipt for it, they may pay the same into the Court of Chancery under any Act from Time to Time in force for the Relief of Trustees, and every such Payment into Court shall conclusively discharge the *Sheerness* Company from all further Liability with respect to the Money so paid, and, for the Purposes of those Heads of Agreement, shall be deemed Payment thereof to a Person lawfully entitled thereto, and any Person afterwards showing, to the Satisfaction of the Court, that he is entitled thereto, may obtain Payment thereof out of Court accordingly.

Dissolution of Sheerness Company.

47. When the Affairs of the *Sheerness* Company are wound up, and Notice thereof is advertised in the "*London Gazette*," as is provided for by the Sixteenth of those Heads of Agreement, the *Sheerness* Company are by this Act dissolved, and shall thenceforth wholly cease to exist.

Sanction of Shareholders to Transfer.

48. No Agreement, Sale, or Transfer under this Act shall be of any Effect unless, previously to the making thereof, the Terms thereof shall have been sanctioned by Three Fifths at least of the Votes of the Shareholders of each Company being a Party thereto voting either in person or by proxy at an Extraordinary Meeting of such Company convened with Notice that the Terms of such Agreement, Sale, or Transfer will be submitted for the Sanction of such Meeting, and the Seal of any Company affixed to any Deed or Instrument executed for the Purpose of the Act shall, as between the Companies being Parties thereto, be conclusive, and as between both or either of those Companies and any other Company or Person be *primâ facie* Evidence that the required Sanction of the Shareholders of the Company to whom such Seal originally belonged has been duly given for the Purposes to which such Deed or Instrument relates.

Company's Byelaws to Sheerness Undertaking.

49. All the Byelaws and Regulations of the Company on and from Time to Time after the passing of this Act in force, with reference to their Undertaking, shall extend and apply to the *Sheerness* Railway Undertaking by this Act vested in them.

Tolls, &c. on Undertaking transferred.

50. When any Undertaking is vested in the Company by this Act, or by virtue of any Amalgamation or Transfer under this Act, the Company may demand and take, upon and in respect of such Undertaking, the Tolls, Fares, Dues, and Charges authorized by the Act or Acts then in force relating to such Undertaking, and for all Purposes not in this Act otherwise provided for such Undertaking shall be deemed Part of the Undertaking of the Company.

Subject to Limits as to maximum Charges.

51. Provided, that the maximum Charges to be made by the Company for the Use of any Railways so vested or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the Conveyance of their Traffic on and at the same respectively, shall not in any Case to which maximum Charges are applicable exceed the maximum Charges limited by the Acts relating to the Railway so vested.

Tolls for short Distances.

52. For Traffic passing on the same Journey partly over any Railway so vested in the Company and partly over any other Railway of the Company for a Distance less in the aggregate than Four Miles the Company shall only charge the Tolls and Charges as for Four Miles authorized by the Acts relating to the Railway, and in respect of Passengers for every Mile or Fraction of a Mile beyond Four Miles Tolls and Charges as for One Mile only, and in respect of Animals and Goods for every Quarter of a Mile or Fraction of a Quarter of a Mile beyond Four Miles Tolls and Charges as for a Quarter of a Mile only; and no other Short-Distance Charge shall be made for the Conveyance of Passengers, Animals, or Goods partly on the Railway so vested and partly on the other Railways of the Company.

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

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

said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the said Company.

Saving Rights of Crown.

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

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

55. The Company shall not, nor shall the *Sheerness* Company, out of any Money by this Act authorized to be raised, pay or deposit any Sum which by any Standing Order of either House of Parliament, now or hereafter 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 or the *Sheerness* Company to construct any other Railway, or to execute any other Work or Undertaking.

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

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

Costs of Act.

57. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

The

London, Chatham, and Dover Railway (Various Powers) Act, 1866.

The SCHEDULES referred to in the foregoing Act.

SCHEDULE A.

HEADS for an AGREEMENT between the Sittingbourne and Sheerness Railway Company (herein-after called "the Sheerness Company") of the one Part, and the London, Chatham, and Dover Railway Company (herein-after called "the Dover Company") of the other Part.

1. These Heads to be subject to the Sanction of Parliament.

2. If Parliament will so permit, these Heads to be scheduled to the intended "London, Chatham, and Dover Railway (Various Powers) Act, 1866," and proper Provision to be made by that Act for carrying these Heads into effect, subject to such Approval of a Special Meeting of Shareholders of the Dover Company as the intended Act may prescribe.

3. The Undertaking, Railway, Stations, Road, Bridge, Pier, and other Works, Buildings, Lands, and landed Property, Powers, Rights, and Privileges whatsoever, of the Sheerness Company, exclusive of the Lands, Rates, Revenues, and other Property and Powers vested in the Sheerness Company by Section 43 of "The Sittingbourne and Sheerness Railway Act, 1856," and exclusive also of their surplus Lands, if any, not shown on a Plan thereof signed by James Staats Forbes and Archibald Scott Lawson, and all their Powers, Rights, and Privileges relating thereto, and exclusive also of all Purchase Money and Compensation payable by Her Majesty's War Department to the Sheerness Company, and all Powers, Rights, and Interests and Remedies of the Sheerness Company in relation thereto respectively, to be by the intended Act vested as on and after the Nineteenth Day of July One thousand eight hundred and sixty-five in the Dover Company, and amalgamated with their Undertaking, Railways, Works, Property, Effects, Powers, Rights, and Privileges.

4. The Premises so vested to be so vested subject to all Claims of Landowners for their unpaid Purchase and Compensation Monies of Seventeen thousand one hundred and sixty-five Pounds Five Shillings and Fivepence, or thereabouts, (including Three thousand seven hundred and thirty-eight Pounds Sixteen Shillings and Threepence, and Interest, due to the Commissioners of Woods and Forests on behalf of the Crown,) and the Interest and Arrears of Interest thereon, and Costs, due from the Sheerness Company, and all Tithe Rentcharges, and to the Sheerness Company's Mortgage Debt of Thirty-nine thousand Pounds, and the Interest and Arrears of Interest thereon, and Costs, and to all Statutory Obligations in respect of the Premises so vested, but freed and discharged from all other Charges and Incumbrances, and other Debts, Liabilities, and Engagements of the Sheerness Company: Provided that the Dover Company shall not be liable, otherwise than is provided by the Heads following, for

or

or in respect of such Purchase or Compensation Monies, Interest, Arrears of Interest, Costs, and Tithe Rentcharges, or to the Mortgage Debt, Arrears of Interest thereon, Costs, and Statutory Obligations, but the Premises so vested shall be subject in the Hands of the Dover Company to the Tithe Rentcharges, and to the said Mortgage Debt, Interest, and Arrears of Interest thereon, Costs, and Statutory Oligations.

5. The Dover Company, in respect of the Premises so vested, to pay, as hereinafter expressed, the clear yearly Sum of Seven thousand Pounds from the Nineteenth Day of July One thousand eight hundred and sixty-five by equal half-yearly Payments on the Nineteenth Day of January and the Nineteenth Day of July yearly, the first half-yearly Payment to be made on the Execution of these Presents, but subject, as regards the first Three half-yearly Payments, to the Deduction and Payment thereout by the Dover Company, in the first place, of the said Sum of Three thousand seven hundred and thirty-eight Pounds Sixteen Shillings and Threepence, and the Interest due and to accrue due thereon, to the Commissioners of Woods, Forests, and Land Revenues, on behalf of the Crown, and Costs, in case the same Sum, Interest, and Costs shall not have been otherwise previously discharged, and also to the Deduction, in the second place, by the Dover Company, of the Sum of Four thousand five hundred Pounds, and Interest thereon at Five Pounds per Cent. from the Nineteenth Day of July One thousand eight hundred and sixty-five, now due from the Sheerness Company to the Dover Company, and to the net Amount received by the Sheerness Company since the Nineteenth Day of July One thousand eight hundred and sixty-five in respect of Pier and Bridge Tolls, and other Amounts received by them from or in respect of the Premises mentioned in the Third Head to be vested in the Dover Company.

6. The Seven thousand Pounds a Year to be the first Charge on the Premises so vested, and on the Dover Company's gross Receipts from and in respect of the said Premises, and also to be the First Charge on the net Receipts from the general Undertaking of the Dover Company as defined by the "London, Chatham, and Dover Railway (Various Powers) Act, 1865," next after any Rentcharge, or Charges in the Nature of a Rentcharge, and Mortgages, in respect of which the said Undertaking is now charged or liable.

7. The Dover Company to create One hundred and fifty-five thousand five hundred and fifty-six Pounds Stock of their Capital, to bear Four Pounds Ten Shillings per Cent. per Annum perpetual Dividend, payable half-yearly on the half-yearly Days for Payment of the Seven thousand Pounds a Year, and to be payable only out of the said Seven thousand Pounds a Year, and the Stock to be deemed fully paid up, and to be called "Sheerness Rentcharge Four and a Half per Cent. Stock."

8. The Dover Company, subject as expressed in the Fifth Head, to apply the half-yearly Payments of the Seven thousand Pounds a Year in Payment of the half-yearly Dividends on the Stock.

9. The Dover Company to issue the Stock gratis at such Times, in such Portions, and to such Persons as the Sheerness Company from Time to Time require, but it shall be obligatory on such Persons and on the Sheerness Company to appropriate such Stock and the Proceeds of any Sales thereof for the Purposes and in the Order specified in the Eleventh of these Heads.

10. The Sheerness Company to have Power to sell or dispose of all or any of the Stock, and to receive the Proceeds of the Sales, but it is to be obligatory on the

the Sheerness Company to sell forthwith so much of the Stock as may be necessary to discharge the Monies for the Time being due to the Commissioners of Woods, Forests, and Land Revenues on behalf of the Crown, and in case of Default the same Monies are to be paid by the Dover Company out of the clear yearly Sum of Seven thousand Pounds a Year, in preference to all other Payments whatsoever.

11. The Sheerness Company to dispose of the Portions of the Stock which they do not sell, and the net Proceeds of the Sales of the Portions thereof which they sell, for the Purposes and in the Order of Priority following:

First, in discharge of the Landowners Claims for the unpaid Purchase and Compensation Monies of Seventeen thousand one hundred and sixty-five Pounds Five Shillings and Fivepence, or thereabouts, and the Interest and Arrears of Interest thereon, and the Vendors and Purchasers Costs, and in indemnifying the Dover Company from all Liability in respect of those Claims and Costs (the Monies due to the Commissioners of Woods, Forests, and Land Revenues, on behalf of the Crown, being paid before any of the other Claims are discharged); and, subject thereto,

Secondly, in discharge of the Mortgage Debt of Thirty-nine thousand Pounds, and the Interest and Arrears of Interest thereon, and the Mortgagors and Mortgagees Costs; and, subject thereto,

Thirdly, in discharge of the Sheerness Company's Costs and Expenses subsequent to One thousand eight hundred and sixty-three of and incident to the Investigation, Arrangement, and Winding-up of their Affairs and the Negotiations and Arrangements with the Dover Company, and their ordinary current Outgoings, and such Remuneration to their Directors as is sanctioned by a General Meeting of the Shareholders; and, subject thereto,

Fourthly, the Surplus to be divided between and disposed of or paid to the Sheerness Company's Preferential Shareholders and Creditors other than Mortgagees, in rateable Proportion to the respective Amounts of their Preferential Shares, and the Debts, whether secured or unsecured, due to them from the Sheerness Company.

12. The Dover Company to create and issue gratis to the ordinary Shareholders of the Sheerness Company holding bonâ fide Capital in that Company to the Extent of Four thousand eight hundred and five Shares of Ten Pounds each on which the whole Amount has been fully paid up in rateable Proportion to the Amounts paid on their Shares fully paid up ordinary Stock of the Dover Company's Capital at the Rate of Fifty Pounds of that ordinary Stock for One hundred Pounds paid up on those Shares.

13. Provision to be made for the Recovery of the Seven thousand Pounds a Year by the Appointment of a Receiver, as for Mortgagees, under "The Companies Clauses Consolidation Act, 1845," on the Application of Holders of at least Ten thousand Pounds of the Stock on which Dividend is in arrear, but the Receiver to act on behalf of the Holders of all the Stock rateably.

14. The Two Companies respectively to have all Powers requisite for giving Effect to these Heads.

15. The Sheerness Company to sell and dispose of their surplus Lands and other Property not vested in the Dover Company to such Persons and in such Manner as they think fit, and to have the fullest Powers for the Purpose, and

to

to apply the net Proceeds arising from such Sale in like Manner as is thirdly and fourthly expressed in the Eleventh Head.

16. When the Stock and the net Proceeds of Sale thereof are fully disposed of under the Eleventh Head, and the ordinary Stock is issued under the Twelfth Head, and the surplus Lands and other Property, and the net Proceeds thereof, are disposed of under the Fifteenth Head, and their Affairs are wound up, Notice thereof to be advertised by the Sheerness Company in the "London Gazette," and thereupon the Sheerness Company to be absolutely dissolved.

17. The Two Companies to use their utmost reasonable Endeavours that these Heads be carried into effect under Parliamentary Sanction, in manner herein provided.

18. A formal Agreement, if required by either Company, to be prepared with all expedient Details and incidental Provisions, and to be executed under Seal by the Two Companies, and to be binding on both, and, in case of Difference thereon, to be settled on behalf of both by John Bullar, Esquire.

19. All the Expenses of and incident to the obtaining of Parliamentary Sanction to these Heads, and Powers for the carrying of the same into full Effect, to be paid by the Dover Company.

As witness the respective Common Seals of the Two Companies, this Thirtieth Day of May in the Year of our Lord One thousand eight hundred and sixty-six.

Sealed by Order of the Board of the Sittingbourne and Sheerness Railway Company, in the Presence of

G. B. ROACH,
Secretary.

Seal of the Sittingbourne and Sheerness Railway Company.

Sealed by Order of the Board, in the Presence of

G. W. BROOKE,
Victoria Station.

Seal of the London, Chatham, and Dover Railway Company.

SCHEDULE B.

ARTICLES OF AGREEMENT entered into this Seventeenth Day of February One thousand eight hundred and sixty-six between the Master, Wardens, and Society of the Art and Mystery of Apothecaries of the City of London (herein-after called the said Society) of the one Part, and the London, Chatham, and Dover Railway Company, incorporated by "The East Kent Railway Act, 1853," (herein-after called the said Company,) of the other Part:

Whereas the said Company have made Application to Parliament in the present Session for an Act or Acts, whereby it is proposed, among other

other things, to empower the said Company to make certain Works, and particularly to extend their existing Ludgate Station, and make a new Street or Streets, and alter existing Streets, in and about Bridge Street and other Streets in the Parish of Saint Ann, Blackfriars, in the City of London: And whereas the said Society are or claim to be seised and possessed of and entitled to or to have the absolute Power of Disposition over, and are, by themselves and their Tenants, whose Interest they represent, (save as to a Lease to John Walter, Esquire, for a Term of Twenty-one Years from Lady Day One thousand eight hundred and fifty-nine, determinable at the Expiration of every Third Year thereof, of the Messuage and Premises situate at the South-eastern Corner of the Plan herein-after mentioned,) in the Occupation of the several Pieces or Parcels of Ground shown on the Ground Plan thereof hereunto annexed, with Buildings erected thereon, and herein-after particularly mentioned, and which said Ground is of Freehold Tenure, with the Exception of the Plot at the Eastern Side thereof coloured Pink in the said Plan, which is Leasehold, and held for a Term of Years of which Fifty Years or thereabouts will remain unexpired at Lady Day next: And whereas it is proposed and provided by the said Company, that if their Bill or Bills now before Parliament for the Purposes aforesaid be passed into a Law, the said Premises of the said Society, or some considerable Portion thereof, will be required by the said Company for the Purposes of their said Works, so that the said Society will be unable to carry on their important Operations herein-after mentioned on the same Premises, or that Part which will be left of the same after the taking of Part thereof by the said Company as aforesaid, and there will be great Difficulty, Loss, Expense, and Annoyance in the Removal of their Operations and the Premises necessary thereto to any other Site, and the said Society, being One of the incorporated Guilds of the City of London, it would not be competent for them to remove out of the City, and it would be very prejudicial for them to remove to a Distance from their present Position, which they have occupied for upwards of Two Centuries, and it might be extremely difficult to find any suitable Site or Position within a limited Time, and any Suspension of their Operations in the Interval would be attended with very serious Injury: And whereas the said Property of the said Society consists of the Building known as Apothecaries Hall, which embraces (first) a spacious Hall, Court Rooms, and Committee Room, Library, and other Apartments in which the public Business of the Corporate Body is conducted, and in which also are performed the important Duties which devolve upon the said Society under the Act of 55th George 3rd, c. 194., intituled "An Act for better regu-"lating the Practice of Apothecaries throughout England and Wales," particularly the weekly Meetings of the Court of Examiners appointed by the said Act, and also the periodical Registration of the Medical Students, and their Attendances on the various Courses of Lectures and Hospital Practice enjoined upon them; (secondly) extensive Laboratories, Mill House, Still House, Test-rooms, Store-rooms, Packing Rooms, and other convenient Premises for the Reception, Preparation, storing, and packing of Drugs, Medicines, and Chemical Preparations for the Supply of Her Majesty's Navy, of Her Majesty's Army, of various public Hospitals and other public Institutions, and of the Public generally, the said Buildings being

being provided with requisite Steam and other Machinery and Plant for the Accomplishment of these Objects; (thirdly) Apartments for dispensing Prescriptions and compounding Medicines; and (fourthly) Residences for the Officers and Servants engaged in the said Society's Service: And whereas any Interruption in the Performance of the Society's public and statutory Duties would be attended with great Inconvenience, not only to the said Society and its Officers but to the Medical Students and the Public generally, and any Suspension or Interruption of the Operations carried on in the said Laboratories and other Buildings adjoining the said Hall would be attended with very great Loss to the said Society, and with serious Detriment to the public Service: And whereas, under the Circumstances aforesaid, the said Society were preparing to oppose the passing of the said Bill or Bills of the said Company now before Parliament into an Act or Acts, and the said Company, being desirous to avoid such Opposition on the Part of the said Society, it has been arranged between them with that View that the following Agreement should be entered into: And whereas One of the chief Objects intended to be secured by such Agreement is the providing by the said Company of another Site for the said Society's Hall and other Buildings, and the said Company have, with a view to the Attainment of that Object, already made Proposals to the Metropolitan Board of Works for the Acquisition of a Site on the North Side of the intended new Street to be called Mansion House Street in the City of London, a Plan of which Site has been deposited by the said Company with the said Board, and a Tracing of which is hereunto annexed, and which proposed Site the said Society are willing to accept (subject to certain Conditions), and the said Company will engage not to disturb the said Society in any way in the Use and Enjoyment of their existing Premises until such Site or some equally eligible Site shall have been obtained for them, and they shall have removed thereto and been established therein, as herein-after mentioned: Now these Presents witness, that for the Considerations aforesaid the said Company, for themselves and their Successors, so far as the Provisions herein-after contained are to be observed and performed on their Part, do hereby covenant and agree with the said Society, their Successors and Assigns, and the said Society, for themselves, their Successors and Assigns, so far as the Provisions herein-after contained are to be observed or performed on their Part, do hereby covenant and agree with the said Company and their Successors, in manner following; (that is to say,)

1. In the event of the said Company obtaining any Act or Acts of Parliament in the present Session which shall enable them to take for any of the Purposes or Objects of the said Company all or any Part of the said Pieces of Ground, Buildings, and Premises of the said Society herein-before mentioned, the said Company shall not exercise any of the Powers by such Act or Acts to be conferred upon them with respect to the same Premises, or in any way disturb the said Society or its Tenants in the Use or Enjoyment thereof (except as regards any further or other giving of Notice of Intention to take the same), until the said Company shall have in all respects performed and complied with the Terms and Provisions of these Presents on their Part, as after mentioned, and until the said Society shall not only have such new Site for their Premises found, made over, and conveyed to them as herein-after mentioned, but shall also

also have erected and placed thereon and therein all such Buildings, Plant, Machinery, Fixtures, and Fittings as herein-after mentioned, and shall have got the same Premises and Things into full habitable and working Order and Condition, so that the said Society may at once take possession of and use the same, and carry on their aforesaid Operations in or upon the same, without any Interruption whatsoever or Interval of Time, even of a single Day, between their leaving and ceasing to use their present Premises and Machinery and Plant, such being the express Understanding and Intention of these Presents and the said Parties hereto: Provided always, that nothing herein contained shall authorize the said Society to retain Possession of the said existing Premises for a longer Period than Fifteen Months after they shall have been put in complete Possession of such new Site cleared to the Ground Level thereof throughout, and the same shall have been duly conveyed to them, and the Sums to be paid by the said Company to the Society as herein-after mentioned, for the Cost of the Erection of the Buildings, Machinery, and Plant on such new Site, and the other Sums of Money hereafter agreed to be paid by the said Company to the said Society, shall have been fully paid and satisfied.

2. In the event of the said Company requiring all or any Part of the said Pieces or Parcels of Ground, Buildings, and Premises so belonging to the said Society as aforesaid, for the Purposes or Objects of the said Company, they shall, at their own Costs and Expenses, in all respects find, provide, and deduce a good Title to and cause to be conveyed and assured to the said Society, their Successors and Assigns, either the aforesaid Piece or Parcel of Freehold Ground in Mansion House Street aforesaid, or some other Piece or Parcel of Freehold Ground suitable in all respects for the Buildings and Operations of the said Society, situate in and fronting upon some leading accessible Thoroughfare within the City of London near or within a Quarter of a Mile from their present Premises, which last-mentioned Piece or Parcel of Ground shall contain a superficial Area or Dimensions not less than the Piece or Parcel of Ground in Mansion House Street aforesaid, and which shall admit of the Erection of Buildings, Machinery, and Plant as well adapted for the Conduct and carrying on of all the Functions and Operations now carried on by the Society in their existing Premises (regard being had to the special Character of such Functions and Operations) as the said Society's existing Buildings, Machinery, and Plant, and which shall admit of the Society conducting and carrying on in such new Buildings the same Functions and Operations, and with equal Facilities in all respects, as the Society now conduct and carry on the same in and upon their existing Buildings and Premises.

3. Immediately on and after the finding of such new Site as aforesaid the said Company shall pay to the said Society such a Sum or Sums as shall be agreed upon between them for the Costs of and incident to erecting and completely finishing on the said Site so to be found for them as aforesaid such a public Hall and all such other Buildings and Erections as aforesaid, and so as the same shall be of equal cubic Contents, and as regards Plan and Arrangement, and in all other respects, shall be at least equal to their existing Premises, and as well adapted for the Conduct and carrying on of their said Functions and Operations, and so also that in case any such Sum so agreed upon between the said Parties for the Purpose of such Buildings as last afore-

said

said shall in the event prove inadequate for that Purpose, by reason of any Peculiarity arising from the Nature of the Soil, Level, or Situation of the Premises or other local Circumstances, or of the lawful Requirements of any public Body or Authority, or of the Owners or Occupiers of the adjoining Property, the extra Cost occasioned thereby shall be forthwith made good by the said Company to the said Society, so as to complete the said Buildings in manner aforesaid; and if any Difference shall arise as to such Costs or extra Cost the same shall be determined by Arbitration in manner herein-after mentioned.

4. The said Company shall, in the like Event and at the like Time as Payment is to be primarily made under the last preceding Clause, pay to the said Society such a further Sum as shall be agreed upon between them for the Cost of providing and fitting up new Machinery and Plant capable in all respects of efficiently performing the same Operations as the said Society's existing Machinery and Plant are capable of performing, and if any Difference shall arise as to such Cost the same shall be determined by Arbitration in manner herein-after mentioned.

5. The said Company shall also pay to the said Society all the Costs, Charges, and Expenses of and incident to the Removal of the Medicines and Drugs, and all other the Property and Effects of the said Society and of their Tenants, Officers, and Servants, which are intended to be removed and which they may think fit to remove to such new Site, and shall also make good any Loss and Injury which may be sustained by the said Society, their Tenants, Officers, and Servants, by reason or in consequence of such Removal.

6. Subject to the Provisions of these Presents, and in consideration thereof, the said Society shall convey to the said Company, and without any Payment of Purchase Money, the existing Land, Buildings, and Premises belonging to the said Society as aforesaid, and all the aforesaid Estate and Interest of the said Society and their Tenants therein (other than the said John Walter), in consideration of the said Company performing all the Stipulations on their Part herein contained, and the said Society shall deduce a good holding Title to the said Premises so as aforesaid belonging to them according to their Tenure thereof respectively as aforesaid, but no Title founded on Length of Possession or Receipt of Rents and Profits only shall be objected to, and the Landlord's Title of the Leasehold Part shall not be inquired into or objected to, and when and so soon as the said Company shall have complied with and in all respects performed the Stipulations on their Part, contained in these Presents, the said Society, and all other necessary Parties, shall convey and assign and deliver to the said Company and their Successors, as they may direct, the said Pieces or Parcels of Land, Buildings, and Premises.

7. The said Company shall bear, pay, and discharge all the reasonable Costs, Charges, and Expenses of and incidental to the Negotiations leading to and the Preparation and Execution of this Agreement, or otherwise relating thereto, the finding and providing and deducing and making out and the Investigation of the Title to the said Ground or Site so as aforesaid to be found and conveyed by the said Company to the said Society, and the Preparation and Execution of the Conveyance thereof or otherwise relating thereto, and also of and incidental to the carrying into effect all and every the Provisionsand Stipulations herein contained, or any Arbitration thereunder, as herein-after mentioned, including the reasonable Fees and Charges of the Architect or Surveyor of the

said

said Society in all things appertaining to these Presents, and of and incidental to the deducing and making out the Title of the said Society or their Tenants to the said Pieces or Parcels of Ground, Buildings, and Premises so belonging to them as aforesaid, and the Conveyance and Assignment thereof to the said Company, and all Matters incidental thereto.

8. For the Consideration aforesaid, the said Society shall not in any Way oppose the passing of the Act or Acts which the said Company have applied for as aforesaid.

Last. If any Difference shall arise as to the Sufficiency of the Site to be found and provided by the said Company, or as to any Amount to be paid by the said Company, pursuant to the Provisions of these Presents, for Cost of Building, Machinery, Plant, Fixtures, and Removal, Architects and Surveyors Charges and Expenses, such Difference shall be determined by Philip Charles Hardwick, Esquire, Architect, and in the event of any Difference arising as to any other Provision, Matter, or Thing herein contained, then and in every such Case such Difference shall be determined by Arbitration, and, in the first instance, by the sole and absolute Arbitration and Decision of the Honourable George Denman, Barrister-at-Law, and failing either of the said Arbitrators for any Reason, then and in such Manner as is by "The Lands Clauses Consolidation Act, 1845," prescribed for determining Questions of disputed Compensation by Arbitration; and all the Clauses and Provisions of the same Act in relation to the Determination of Questions of disputed Compensation by Arbitration shall, as nearly as Circumstances will permit, and subject to and as qualified by this Agreement, apply to the Determination of any Difference by Arbitration in pursuance of these Presents, and as fully and effectually, to all Intents and Purposes whatsoever, as if such Clauses and Provisions of the same Act were inserted in and formed Part of these Presents.

In witness whereof the said Society and the said Company have caused their Common Seals to be hereunto affixed, the Day and Year first above written.

The Seal of the London, Chatham, and Dover Railway Company was hereunto affixed, in the Presence of

J. Taylor,
Clerk,
Secretary's Office,
Victoria Station, S.W.

L.S.

The Seal of the Master, Wardens, and Society of Apothecaries of the City of London, affixed by Order of the Court of Assistants.

Rob. B. Upton,
Clerk to the Society.

Seal of the Society of Apothecaries.

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