ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.

Cap. cliii.

An Act to authorize the *Mid Kent* Railway Company to make a Railway from the *Mid Kent* Railway to *Addiscombe;* and for other Purposes.

[17th *July* 1862.]

WHEREAS by "The *Mid Kent* Railway Act, 1855," the *Mid Kent* Railway Company were incorporated: And whereas a Railway from the *Mid Kent* Railway in the Parish of *Beckenham* in the County of *Kent* to *Addiscombe* in the Parish of *Croydon* in the County of *Surrey* would be of public Advantage; and the *Mid Kent* Railway Company (herein-after called "the Company") are willing, if authorized by Parliament, to make such Railway: And whereas the Company have not created any Preference Shares: And whereas the Object 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 of the Commons, in this present Parliament assembled, and by the Authority of the same, as follows: 18 & 19 Vict. c. clxix.

1. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Con- 8 & 9 Vict. cc. 16., 18., & 20., and

23 & 24 Vict. c. 106. incorporated.

Consolidation Act, 1845," and the Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the borrowing of Money by the Company on Mortgage or Bond, and with respect to the Conversion of the borrowed Money into Capital, are hereby incorporated with this Act.

"The Company."

2. In construing the said incorporated Acts for the Purposes of this Act, and in construing this Act, the Expression "the Company" shall mean the *Mid Kent* Railway Company.

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

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

Power to make Works.

4. It shall be lawful for the Company to make and maintain the following Railway, with all proper Stations, Approaches, Works, and Conveniences connected therewith; (that is to say,)

A Railway from the *Mid Kent* Railway in the Parish of *Beckenham* in the County of *Kent* to *Addiscombe* in the Parish of *Croydon* in the County of *Surrey*.

Railways and Works to form Part of Company's Undertaking.

5. Subject to the Provisions of this Act the Railway and Works by this Act authorized shall form Part of the Undertaking of the Company.

Railways to be made according to deposited Plans.

6. And whereas Plans and Sections of the proposed Railway, showing the Line and Levels thereof, and the Lands required for the Purposes of the Undertaking, and also Books of Reference to such Plans, have been deposited with the Clerks of the Peace for the Counties of *Kent* and *Surrey* respectively: Therefore, subject to the Provisions and Powers of Deviation in this Act, and the Acts incorporated herewith, contained, the said Railway shall be made in the Line and upon the Lands delineated on the said Plans and described in the said Books of Reference, and according to the Levels defined on the said Sections; and it shall be lawful for the Company to enter upon, take, and use all or any of the said Lands which they may require for the Purposes of the Undertaking.

Power to alter Engineering Work.

7. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company in the Construction of the Railway may deviate from the Line of any Arches or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered; and they may also substitute any other Engineering Work not shown on the Plans or Sections instead of a Viaduct, Arch, or Arches, as shown thereon, provided

vided that every such Substitution be authorized by a Certificate of the Board of Trade; and the said Board is hereby empowered to grant such Certificates, provided it shall appear to them upon due Inquiry that the Company has acted in the Matter with good Faith, and that the Owners, Lessees, and Occupiers of the Land in which the Substitution is intended to be made consent thereto, and also that the Safety and Convenience of the Public will not be diminished thereby: Provided, that nothing herein contained shall take away or affect any of the Powers given to the Company or to the Board of Trade by the Eleventh, Twelfth, Fourteenth, or Fifteenth Section of "The Railways Clauses Consolidation Act, 1845."

Powers for compulsory Purchases limited.

8. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Two Years from the passing of this Act.

Lands for extra-ordinary Purposes.

9. The Company may from Time to Time purchase by Agreement such Lands as they may require for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," in connexion with the Railway and Works by this Act authorized, not exceeding in the whole One Acre.

Period for Completion of Works.

10. The Railway hereby authorized shall be completed within Three Years from the passing of this Act, and on the Expiration of such Period the Powers by this Act granted to the Company for executing the said Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If Railways not completed, &c. within a limited Period, certain Dividends to be suspended.

11. In case the Railway by this Act authorized to be constructed shall not be completed and opened for public Traffic within the Period of Three Years from the passing of this Act, then and from thenceforth it shall not be lawful for the Company to declare or pay any Dividend to the Shareholders on the ordinary or unguaranteed Capital of the Company until such Railway shall have been completed and opened for public Traffic.

As to Construction of Bridges over Roads in Parish of Beckenham.

12. The Company in the Construction of the Bridges for carrying over the Railway the Roads in the Parish of *Beckenham* referred to by the Numbers 17 and 55 on the deposited Plans, and the Approaches to those Bridges, shall not deviate from the Lines of the same as laid down on the deposited Plans, and those Bridges and the Approaches to the same shall have clear Spaces between the Fences thereof respectively of Thirty Feet.

Regulating Ascent to Bridges in Beckenham.

13. The Ascent to either of the Bridges for carrying the Roads in the Parish of *Beckenham* referred to by the Numbers 17 and 55 on the deposited Plans, and the Approaches to those Bridges, shall not exceed One in Thirty, unless a steeper Ascent is necessary to protect

protect the Railway from Water flowing over or near the same; nor in any event shall the Ascent exceed One in Twenty-five, and for forming the Approach the Company shall not alter the present Gradient of the Road leading from *Beckenham* to *Penge*, beyond the East Side of the Road leading to *Thayer*'s Farm, on the Western Side of the Clock House.

Space between Bridges in Croydon for carrying Roads over Railway.

14. Every Bridge to be erected by the Company for carrying a Road over the Railway and the Approaches thereto in the Parish of *Croydon* shall have a clear Space between the Fences of the same of not less than Thirty Feet, and the Ascent to such Bridges shall not exceed One in Thirty.

Traffic on London, Chatham, and Dover Railway not to be obstructed.

15. It shall not be lawful for the Company, or their Agents, Servants, or Workmen, in constructing or repairing the Railway under any Railway of the *London, Chatham, and Dover* Railway Company (hereinafter called the *Chatham* Company), to obstruct or impede the Traffic upon such Railway, and if that Traffic be obstructed or impeded contrary to this Enactment the Company shall forfeit and pay to the *Chatham* Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which such Obstruction shall continue.

Restriction as to Levels and taking of Lands of Chatham Company.

16. In constructing the Railway by this Act authorized under the Railway of the *Chatham* Company known as the *Farnborough* Extension, and also wherever it shall cross the authorized Line of any intended Railway of the *Chatham* Company authorized by "The *London, Chatham, and Dover* Railway (Works) Act, 1861" the Company shall so construct the Railway by this Act authorized as not to alter or necessitate any Alteration of the Levels of the *Farnborough* Extension or of the authorized Line or Levels of either of the before-mentioned Railways of the *Chatham* Company.

As to Bridges under Railways of Chatham Company.

17. The Bridges for carrying the Railway under the *Farnborough* Extension, and under the other Railways of the *Chatham* Company before mentioned, shall be respectively so constructed and maintained as not to interfere with, obstruct, or impede the *Farnborough* Extension, or the Traffic thereon, or the Construction, Maintenance, or Use of such other Railways, or either of them.

Maintenance of Bridge and Works crossing Chatham Company's Lines.

18. The Company shall at all Times maintain all Bridges constructed by them under any Railway of the *Chatham* Company in complete and substantial Order and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Chatham* Company; and if and whenever the Company fail so to do the *Chatham* Company may make and do, in and upon as well the Lands of the Company as their own Lands, such Works and Things as the *Chatham* Company may think

think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *Chatham* Company from the Company in any Court of competent Jurisdiction (including County Courts if the Amount be by Law within the Cognizance of County Courts): Provided always, that if any Injury or Damage be occasioned to any such Bridge by any Act or Default of the *Chatham* Company, or their Officers or Servants, or by any Train of the *Chatham* Company, the Expense of making good the same shall be paid by the *Chatham* Company: Provided always, that if any Dispute shall arise between the Company and the *Chatham* Company with reference to any Matter comprised in or referred to in this Section or in any other Section of this Act the Matters in dispute shall from Time to Time be decided, at the Cost of the Company, by an Engineer to be appointed by the Board of Trade on the Application of either Company.

Company to pay to Chatham Company Expenses of Watchmen.

19. During the Construction of the Railway hereby authorized under, over, and adjacent to any Line belonging to or authorized to be constructed by the *Chatham* Company the Company shall bear, and on Demand pay to the *Chatham* Company, the reasonable Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing as far as may be all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of their Contractors or of any Person or Persons in the Employ of the Company or their Contractors.

Not to interfere with Chatham Company's Lands, &c.

20. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of constructing or maintaining the Railway by this Act authorized, or any Works connected therewith, acquire any Ownership of or in any Land or Property of the *Chatham* Company, or which they are authorized to acquire, but only such an Easement as shall be sufficient to enable the Company to construct and maintain and use the Railway as by this Act authorized; and the Company shall not, for the Purpose of constructing or maintaining the Railway, interfere with the *Farnborough* Extension, or either of the other before-mentioned Railways of the *Chatham* Company, or any of the Land or Works of the *Chatham* Company, or which they are authorized to acquire, or execute any Work whatsoever under, over, or in any way affecting the same respectively, until they shall have delivered to that Company Plans, Drawings, and Specifications of the Works intended to be executed under, over, or affecting the *Farnborough* Extension, or such other Railway, and such Land and Works respectively, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works and Materials

to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved in Writing under his Hand by the principal Engineer of the *Chatham* Company, or, in the event of his failing to approve the same within One Month, until the same shall have been so examined and approved, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade; and the same Works shall be executed according to such approved Plans, Drawings, and Specifications to the reasonable Satisfaction of the principal Engineer for the Time being of the *Chatham* Company, or, in the event of Difference, to that of an Arbitrator to be appointed by that Board.

Company to pay all Damages sustained by Chatham Company.

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

Saving Rights of Chatham Company.

22. 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, or Authorities of the *Chatham* Company.

Railway Tolls.

23. The Tolls and Charges which the Company may demand and take in respect of the Railway by this Act authorized shall not exceed the maximum Rates of Toll and Charge authorized to be taken on the *Mid Kent* Railway by "The *Mid Kent* Railway Act, 1855;" and in estimating the Amount of Toll or Charge in respect of any Traffic conveyed partly on any Railway by this Act authorized, and partly on any other Railway of the Company, the Railway by this Act authorized shall be deemed Part of such other Railway.

Power for Company to raise Capital by Shares.

24. The Company, with the Consent of Three Fifths of the Votes of the Shareholders present, in Person or by Proxy, at any General Meeting or Meetings convened with special Notice of the Purpose, may raise by the Creation of Shares such further Sum or Sums of Money as they think fit, not exceeding in the whole Forty-five thousand Pounds, and may attach to all or any of the Shares to be so created such Amount of Preferential Dividends, not exceeding Five Pounds *per Centum per Annum*, as they may think fit.

25. The

Preferential Dividends to be chargeable only on the Year's Profits.

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

Amount and Disposal of Shares.

26. The Shares to be created under the Powers of this Act shall form Part of the general Capital of the Company, and shall be of such Amount each, and issued and disposed of to such Persons and in such Manner, as the Company shall determine.

Terms and Conditions to be stated on Certificates.

27. The Terms and Conditions to which any Preference Shares created under the Provisions of this Act are subject by virtue of such Provisions shall be clearly stated upon the Certificate of every such Preference Share.

Calls.

28. The greatest Amount of any One Call on the Shares to be created under the Powers of this Act shall be Two Pounds, and the Interval between successive Calls shall be Three Months at least, and not more than Four Fifths of a Share shall be called up in any One Year.

Power to borrow on Mortgage.

29. The Company may borrow on Mortgage any Sums not exceeding in the whole Fifteen thousand Pounds over and above the Amount which they are by their existing Act authorized to borrow on Mortgage, but no Part of such Sum shall be borrowed until the whole of the said Capital of Forty-five thousand Pounds shall have been subscribed for, and One Half Part thereof shall have been actually paid up, nor until the Company shall prove to the Justice who is to certify under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that all such Capital has been subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable (of which Proofs having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

Application of Monies raised.

30. All Monies raised under this Act by Shares, by borrowing, by Tolls, or otherwise, shall be applicable only for the Purposes of this Act, and shall be applied, first, in paying the Costs, Charges, and Expenses of and incident to the applying for and obtaining this Act, and then in constructing the Railway and Works by this Act authorized, and in otherwise carrying this Act into execution.

31. It

Interest not to be paid on Calls paid up.

31. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay to any Shareholder any Interest or Dividend on the Amount of the Calls made in respect of the Shares held by him in the Capital by this Act authorized to be raised: Provided, that nothing herein contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained.

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

32. It shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purposes of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament in force for the Time being, 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 execute any other Work or Undertaking.

Company and South-eastern Railway Company empowered to enter into working Arrangements.

33. Subject to the Provisions of this Act, the Company and the *South-eastern* Railway Company may from Time to Time make such Arrangements and Agreements as they think fit with respect to the Use, Working, Maintenance, and Repair of the Railway, or any Part thereof, by the *South-eastern* Railway Company, and with respect to the Conduct, Management, and Direction of the Traffic on the Railway, or any Part thereof, and the Division and Apportionment of such Traffic, and the Tolls, Rates, and Charges to be demanded and taken for such Traffic, or any Part thereof, and with respect to the Payments to be made by either of the said Companies to the other of them for such Purposes, or any of them, and with respect to any other Matters in connexion with such working, as the said Companies may mutually agree on, and may from Time to Time alter, rescind, or renew such Arrangements and Agreements, and all such Arrangements and Agreements may and shall be carried into effect according to the true Intent thereof and of this Act respectively.

Railways to be deemed continuous.

34. During any such working Arrangement, in estimating the Tolls and Charges to be paid in respect of Articles or Persons conveyed over the *South-eastern* Railway and also over the Railway authorized by this Act, the Distances traversed shall be reckoned continuously on such Railways as if those Railways were One Railway.

Duration of Agreements.

35. No such Agreement shall be for more than Ten Years, and no such Agreement shall have any Operation until it be approved by the Board

Board of Trade: Provided always, that the Board of Trade shall not approve any such Agreement without being satisfied that it was duly assented to by the Shareholders of each of the Companies Parties thereto in manner herein-after provided in Special Meeting assembled for that Purpose.

Agreements not to affect Persons not Parties thereto.

36. No such Agreement shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the said Companies respectively are from Time to Time authorized to demand and take from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Agreement, be entitled to the Use and Benefit of the Railways to which the Agreement relates on the same Terms and Conditions, and on Payment of the same Tolls, Rates, and Charges, as if such Agreement were not entered into.

Renewal of Agreement.

37. At the Expiration of the Agreement, or of any future Agreement, the said Companies, with the Consent, in Special Meeting, of their respective Shareholders, and subject to the Approval of the Board of Trade, from Time to Time may enter into a further Agreement for not more than Ten Years from the Expiration of the preceding Agreement.

Public Notice of Intention to enter into Agreement.

38. Provided, That before the said Companies enter into any such original or further Agreement they shall give Notice of their Intention to enter into it by Advertisement inserted once in each of Three successive Weeks in some Newspaper published or circulating in *London*, and also in some Newspaper published or circulating in the County of *Kent*; and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by the proposed Agreement, and desiring to object thereto, may bring the Objections before the Board of Trade, and no such Agreement shall have any Operation until it be approved by the Board of Trade.

Sanction of Shareholders to Agreement.

39. None of the Powers of this Act with respect to the Use, working, or managing by the *South-eastern* Railway Company of the Railway, or with respect to the Interchange of Traffic between that Company and the Company, shall have any Operation unless and until the Agreements intended to be made for those Purposes be submitted to and approved by not less than Three Fourths of the Shareholders present, personally or by Proxy, at a Meeting of each of the said Companies respectively specially convened for the Purpose.

Meeting of Shareholders.

40. The Meetings respectively shall be called by Advertisement inserted in Two successive Weeks in a *London* Daily Morning Newspaper and in some Newspaper of the County of *Kent*, the last of which Advertisements shall be published not less than Seven Days before the Day for the Meeting, and also by a Circular addressed to every Shareholder entitled

entitled to vote at Meetings of the respective Company, to be served as by "The Companies Clauses Consolidation Act, 1845," prescribed with respect to Notices to be served by the Company upon the Shareholders.

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

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

Expenses of Act.

42. The Costs and Charges of applying for and obtaining this Act, and incidental thereto, shall be paid by the Company.

Short Title.

43. In citing this Act for any Purpose it shall be sufficient to describe it as "The *Mid Kent* (*Addiscombe*) Railway Act, 1862."

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