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certain incidental Matters: And whereas the Construction of the Railways by this Act authorized would be of local and public Advantage: And whereas the *Sevenoaks* Railway Company are willing to undertake the Construction of such Railways, if authorized so to do, and to raise Money for that Purpose: And whereas Plans and Sections describing the Lines and Levels of the proposed Railways and the Lands which may be required to be taken for the Purposes thereof, together with Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the said Lands respectively, were deposited with the Clerk of the Peace for the County of *Kent* in the Month of *November* last: And whereas it is expedient that the Powers by the recited Act given to the Company and the *London, Chatham, and Dover* Railway Company with reference to such Contracts or Arrangements as aforesaid should be extended to the proposed Railways and the Traffic thereon: And whereas it is expedient that the Name of the Company should be changed: And whereas it is expedient that the Company be authorized to raise additional Money for the Purposes of their Undertakings by the recited Act and this Act respectively authorized: And whereas the Objects before mentioned cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; that is to say,

Short Title.

1. This Act may be cited for any Purpose as "The *Sevenoaks, Maidstone, and Tunbridge* Railway Act, 1862."

Interpretation of Terms.

2. In this Act the Expression "the Railways," and the Expression "the Extension Railways," shall respectively mean the Railways and Works which, in accordance with the Provisions of this Act, the Company are for the Time being by this Act authorized to construct; the Expression "the original Undertaking" shall mean the Undertaking by the recited Act authorized; the Word "Share" shall include Stock; and the Word "Traffic" shall include Passengers and Luggage, Animals, Goods, and Merchandise, and other Articles, Matters, and Things, unless in either Case there be something in the Subject or Context repugnant to or inconsistent with such Construction.

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

3. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," shall (except in so far as the Provisions of those Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

4. The

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

4. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the Consolidation of the Shares into Stock, with respect to the Remedies of Creditors of the Company against the Shareholders, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, and with respect to the making of Dividends, shall be incorporated with this Act, and, subject to the other Provisions of this Act, shall respectively apply to all Shares and Capital created and Monies borrowed under the Powers of this Act; and in those Clauses and Provisions the Expression "the Undertaking" shall mean the Undertaking for the Purposes whereof the respective Shares or Stock are or is authorized to be created, or the respective Monies are authorized to be borrowed.

Interpretation of Terms.

5. In construing, in connexion with this Act, the Acts and Parts of Acts incorporated herewith, the Expression "the Special Act" shall mean this Act; the Expression "the Company" and the Expression "the Promoters of the Undertaking" respectively shall mean the Company incorporated by the recited Act, and by this Act directed to be styled "The *Sevenoaks, Maidstone, and Tunbridge* Railway Company;" and the Term "Superior Courts" shall include any County Court or other Court having by Law Cognizance of the Action, unless in either Case there be something in the Subject or Context repugnant to or inconsistent with such Construction.

Power to make Railways according to deposited Plans.

6. Subject to the Provisions herein-after contained, the Company may make and maintain the Railways herein-after described according to the Lines and Levels defined upon the Plans and Sections, and upon the Lands delineated on the Plans and described in the Books of Reference deposited in the Month of *November* as aforesaid, and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Description of new Lines.

7. The Railways by this Act authorized to be constructed comprise the following; (to wit,)

A Railway (No. 1) commencing by a Junction with the original Line in the Parish of *Otford*, and terminating in the Parish of *Ightham* (both in the County of *Kent*):

A Railway (No. 2) commencing by a Junction with the intended Railway No. 1, at or near the Termination thereof, and terminating at the North-east Corner of *St. Faith's Green* in the Parish and Borough of *Maidstone*:

A Railway (No. 3) commencing by a Junction with the intended Railway

Railway No. 1, at or near the Termination thereof, and terminating in the Parish of *Tunbridge* and County of *Kent:*

A Railway (No. 4) commencing in the said Parish of *Tunbridge* by a Junction with the intended Railway No. 3, at or near the Termination thereof, and terminating in the same Parish by a Junction with the *Tunbridge and Tunbridge Wells* Branch of the *South-eastern* Railway:

A Railway (No. 5) commencing in the said Parish of *Tunbridge* by a Junction with the intended Railway No. 4, at or near the North Side of the River *Medway*, and terminating by a Junction with the Main Line of the *South-eastern* Railway in the same Parish.

Junction Line substituted for other Part of Works.

8. And whereas Application has been made to Parliament in the present Session for a Bill to enable the *South-eastern* Railway Company to make Railways to *Tunbridge* and *Dartford* respectively, and to widen a Portion of their *North Kent* Line of Railway, and to purchase additional Lands for the Purposes of their Undertaking, and for other Purposes: And whereas the Railway No. 1 proposed to be authorized by that Bill will run for some Distance through the same Locality, and not far from the Railways by this Act authorized, and the Construction of that Railway No. 1, and of a short Line of Railway to connect the Railway of the Company authorized by "The *Sevenoaks* Railway Act, 1859," and now in course of Construction, with that Railway No. 1 in the Parish of *Sevenoaks*, with Powers of running over and using Part of the proposed Railways of the *South-eastern* Railway Company, and the proposed *Sevenoaks* Station of that Company, and with adequate Provisions for the Conduct of the Traffic between *Sevenoaks* and *Tunbridge*, as well as the Interchange of Through Traffic at *Sevenoaks*, and the forwarding and Conduct of such Traffic, might with Advantage to the Companies and to the Public be substituted for the Construction of Part of the Railways by this Act authorized: And whereas Plans and Sections of a short Junction Railway to connect the Railways aforesaid describing the Line and Levels of the proposed Junction Railway, and the Lands which may be required to be taken for the Purposes thereof, together with Books of Reference to those Plans containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and of the Occupiers of the said Lands respectively, were deposited with the Clerk of the Peace for the County of *Kent* in the Month of *March* One thousand eight hundred and sixty-two: Therefore, if the proposed Bill shall pass or shall have passed into Law in the present Session of Parliament, containing Powers for the Construction of the said Railway No. 1 in the said Bill mentioned, the Company may, subject to the Provisions in this Act and the incorporated Acts contained, make and maintain the said Junction Railway according to the Line and Levels defined upon the Plans and Sections, and upon the Lands delineated on the Plans and described in the Books of Reference deposited in the Month of *March*

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as aforesaid, and may enter upon, take, and use such of those Lands as are necessary for those Purposes, and the Powers of the Company for the Construction of the Railways No. 3, No. 4, and No. 5, by this Act authorized, and of taking Lands for the same, shall cease and determine.

Description of Junction Railway.

9. The Junction Railway by this Act authorized shall commence in the Parish of *Sevenoaks* by a Junction with the Railway authorized by the "*Sevenoaks* Railway Act, 1859," and now in course of Construction, at the Termination thereof near the Inn known as the "*Bat and Ball*," and shall terminate in the same Parish by a Junction with the proposed Railway No. 1 of the *South-eastern* Railway Company from *Lewisham* to *Tunbridge*, at or near the Point where that Railway is intended to cross the Turnpike Road from *London* through *Riverhead* to *Sevenoaks*, near the Milestone denoting Twenty-three Miles from *London*.

Clerk of the Peace to retain Plans, &c.

10. The Plans, Sections, and Book of Reference deposited with the Clerk of the Peace for the County of *Kent* in the Month of *March* as aforesaid shall be retained by him, and all the Provisions of the Public General Act of the First Year of the Reign of Her present Majesty, Chapter Eighty-three, shall extend and apply thereto.

Power to alter Engineering Works.

11. Notwithstanding anything in "The Railways Clauses Consolidation Act, 1845," contained, the Company, in the Construction of the Railways, may deviate from the Line and Levels of any Arches, Tunnels, or Viaducts described in the deposited Plans or Sections, so as the Deviations be made within the Limits of Deviation shown on those Plans, and subject to the Limitations contained in the Eleventh, Twelfth, and Fifteenth Sections of that Act, and so as the Nature of the Work as described be not altered, and they may also substitute any other Engineering Work not shown on those Plans or Sections, instead of a Tunnel, Viaduct, Arch, or Arches as shown thereon: Provided, that every such Substitution be authorized by a Certificate of the Board of Trade, and the said Board is hereby empowered to grant such 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 Sections of "The Railways Clauses Consolidation Act, 1845."

Power to cross a certain Road on the Level.

12. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," contained, in reference to the crossing of Roads on the Level, it shall be lawful for the Company to carry the Railways on the Level across the Road numbered on the said deposited Plans 9, in the Parish of *Leybourne*: Provided that while the Railway crossing that Road

consists of a single Line, not more than a single Line of Railway, and when such Railway consists of a double Line, not more than a double Line of Railway, shall be laid by the Company across that Road.

Trains not to be shunted on level Crossing.

13. It shall not be lawful for the Company, in shunting Trains, to pass any Train over the level Crossing, or to allow any Train, Engine, Carriage, or Truck to stand across the same.

Company to erect a Lodge at Point of crossing, and abide by Rules, &c. of Board of Trade.

14. For the greater Convenience and Security of the Public the Company shall erect and permanently maintain a Lodge at the Point where the Railway crosses the before-mentioned Road on the Level, and shall be subject to and abide by all such Rules and Regulations with regard to the crossing of such Road on the Level, or with regard to the Speed at which Trains shall pass such Road, as may from Time to Time be made by the Board of Trade; and if the Company fail to erect or at all Times to maintain such Lodge, or to appoint a proper Person to watch and superintend the crossing at such Lodge, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require a Bridge to be erected in lieu of level Crossing.

15. The Board of Trade may, if it shall appear to them to be necessary for the public Safety, at any Time, either before or after the Railway hereby authorized to be carried across the said Road on the Level shall have been completed and opened for public Traffic, require the Company, within such Time as the Board of Trade shall direct, and at the Expense of the Company, to carry the before-mentioned Road either under or over the Railway, crossing the same by means of a Bridge or Arch in lieu of crossing the same on the Level, or to execute such other Works as under the Circumstances of the Case shall appear to the Board of Trade best adapted for removing or diminishing the Danger arising from such level Crossing.

Inclination of Roads.

16. The Company may make each of the Roads next herein-after mentioned, when altered for the Purposes of this Act, of any Inclination not steeper than the intended Inclination herein-after specified in connexion with that Road; (that is to say,)

Number of Road on Plans deposited for the Purposes of this Act.	Parish.	Description of Road.	Greatest intended Inclination.
2	Offham - -	Public Road -	1 in 13½ on one Side, and level on the other Side.
12	East Malling -	Public Road -	1 in 16 on one Side, and level on the other Side.

17. Pre-

Plan of Viaduct over the Medway to be approved by Admiralty before commencing.

17. Previously to commencing the Viaduct over the River *Medway*, or the Works connected therewith, or any Alteration thereof, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Viaduct and Works connected therewith, for the Approval of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Viaduct and Works shall be constructed only in accordance with such Approval; and when any such Viaduct or Works shall have been commenced or constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Viaduct or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Viaduct to be lighted.

18. During the Construction of the Viaduct over the River *Medway* and Works connected therewith the Company shall cause to be hung out or exhibited every Night from Sunset to Sunrise a Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Viaduct the Company shall cause to be hung out or exhibited upon or near to the Centre of the Viaduct every Night from Sunset to Sunrise a good and sufficient Light, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner, and be of such Description, and be so used and placed as the Lord High Admiral, or the Commissioners for executing the Office of Lord High Admiral, shall by Writing under the Hand of the Secretary of the Admiralty approve of; and in case the Company shall neglect to exhibit and keep either of such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Company to pay Costs of local Surveys.

19. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination,

tion, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

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

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

Saving Rights of Medway Lower Navigation Company.

21. Whereas an Act was passed in the Forty-second Year of the Reign of King *George* the Third, intituled *An Act for repealing an Act passed in the Thirty-second Year of His present Majesty's Reign, for improving the Navigation of the River* Medway *from the Town of* Maidstone, *through the several Parishes of* Maidstone, Boxley, Allington, *and* Aylesford, *in the County of* Kent, *and for better and more effectually improving the Navigation of the said River*, whereby certain Persons were incorporated by the Name of "The Company of Proprietors of the Lower Navigation of the River *Medway*:" And whereas another Act of Parliament was passed in the Fifth Year of the Reign of King *George* the Fourth, intituled *An Act for the more effectually improving the Navigation of the River* Medway *from* Maidstone *to* Halling *in the County of* Kent, *and to alter and enlarge the Powers of an Act of the Forty-second Year of His late Majesty, for improving the Navigation of the said River*: Therefore, except so far as by this Act is otherwise expressly provided, nothing herein shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities granted to or vested in the said Company of Proprietors of the Lower Navigation of the River *Medway* by those Acts, or either of them.

Prescribing Mode of crossing the Medway.

22. The Railway shall be carried across the River *Medway* at or near the Town of *Maidstone* by a Viaduct, which shall be so constructed that no Piers, Abutments, or Erection of any Kind shall be placed in the River, or in the Towing-path by the Side thereof, and the Soffit or Underside of the Girder or other Structure carrying the Railway across the River shall be level throughout the whole Width of the main Opening through which the River shall run, and shall be not less than Thirty-

Thirty-seven Feet above the Surface of the Water of the River beneath the same, when such Water shall be standing at the full Pen of *Allington* Lock situate on the said River, so as to leave a clear Space under the said Railway in the said main Opening for the Passage of Barges and other Vessels throughout the whole Width of the said River, and also for the Passage on the Western Bank of the River of Men and Horses towing such Barges or other Vessels, of the Height of Thirty-seven Feet at least above the Surface of the Water, standing as aforesaid, and there shall be in such Viaduct, and adjoining to the said River, on the Western Side of the River not less than Four, and on the Eastern Side of the River not less than Two, Arches or Openings, each of them being not less than Thirty Feet wide and Thirty-two Feet high, to let off the Flood Waters of the River, and the Piers and Abutments thereof shall be so placed and so shaped as to offer the least possible Resistance to such Flood Waters.

Opening Bridge to be made when Aylesford Bridge opened.

23. And whereas it is expedient to provide for the Construction of a Swingbridge or Drawbridge in the said Viaduct, to the end that Vessels with fixed Masts may pass through the same: Therefore, whenever a Swingbridge or Drawbridge shall have been constructed in the Bridge now standing over the *Medway* at *Aylesford* in the County of *Kent*, or other Alterations shall have been made at *Aylesford* aforesaid, so that Vessels with fixed Masts shall be enabled to pass up or down the *Medway*, or any Cut or Channel communicating therewith, through the Parish of *Aylesford*, the said Railway Company shall, at their own Expense, within Six Calendar Months after such Swingbridge or Drawbridge shall have been constructed in the Bridge over the *Medway* at *Aylesford*, or after such other Alterations shall have been made at *Aylesford* as aforesaid, make and construct and ever after maintain in the said Viaduct over the *Medway* a good and sufficient Swingbridge or Drawbridge, with all proper Channels and Approaches, having the same Depth of Water as there shall from Time to Time be over the Cill of *Allington* Lock aforesaid, and suitable Apparatus thereto, in order that Vessels with fixed Masts may pass through the same; and if the said Railway Company shall not, at the Time and in manner aforesaid, make and maintain such Swingbridge or Drawbridge in the said Viaduct, with such Channels, Approaches, and Apparatus as aforesaid, the said Railway Company shall forfeit and pay to the said Company of Proprietors of the Lower Navigation of the River *Medway* the Sum of Ten Pounds for every Day during which the said Swingbridge or Drawbridge, Channels, Approaches, and Apparatus, shall not be made or maintained by the said Railway Company as aforesaid; but nothing in this Clause contained shall alter or affect the Provision expressed in the last preceding Clause of this Act.

Admiralty may regulate opening of Swingbridge.

24. It shall be lawful for the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing

cuting the Office of Lord High Admiral aforesaid, for the Time being, if he or they shall think fit, to establish and fix at any Time, and from Time to Time, in Writing under the Hand of the Secretary of the Admiralty, such Rules and Regulations as he or they may think necessary or proper respecting the opening of the Swingbridge or Drawbridge for the Passage of Vessels through the same, and the closing thereof, and the Expense attending such opening and closing of such Swingbridge or Drawbridge shall in all Cases be from Time to Time defrayed by the said Railway Company; and the said Railway Company or any Person infringing all or any of such Rules and Regulations shall for every such Offence forfeit any Sum not exceeding Ten Pounds.

For preventing Detention of Vessels.

25. It shall not be lawful for the said Railway Company, or any Person or Persons acting under them, to detain any Vessel, Barge, or Boat navigating the River *Medway* for a longer Space of Time than may be sufficient to admit of any Carriages or Trains regularly traversing the said Railway and approaching the said Swingbridge or Drawbridge, or about to leave the *Maidstone* Station, to cross the said River, and for opening the said Bridge to admit such Vessel, Barge, or Boat to pass; and in case the said Railway Company, or any Person or Persons acting under them, shall detain any such Vessel, Barge, or Boat contrary to the Provisions of this Act, or demand, take, or receive any Toll for the Passage of any Person or Persons, Vessel, Barge, or Boat, the said Railway Company or every Person so offending shall in every such Case forfeit and pay the Sum of Ten Pounds, but nothing in this Act shall prevent any Remedy for Damages which any Party may sustain in respect of any such Detention as aforesaid.

Junctions with South-eastern Railway Lines.

26. Every Junction by this Act authorized between the Extension Railways and any Railway of the *South-eastern* Railway Company (except the Junction between the Junction Railway and the Railway No. 1 proposed to be authorized by the said Bill of the *South-eastern* Railway Company, which is herein otherwise provided for,) shall be constructed and maintained at the Expense of the Company, and in such Manner as the respective principal Engineers of the *South-eastern* Railway Company and the Company agree upon, or (if they cannot agree) in such Manner as shall be determined, at the Cost of the Company, by an Arbitrator, to be appointed, on the Application of either Company, by the Board of Trade.

Signals, &c., and Watchmen for preventing Danger at Junctions.

27. The *South-eastern* Railway Company may from Time to Time erect, maintain, and alter such Signals, and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Danger to or Interference with Traffic at or near the several Junctions between their Railways and the Extension Railways (except as before excepted),

excepted), and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *South-eastern* Railway Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall, at the Expiration of such Half Year, be repaid by the Company to the *South-eastern* Railway Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

As to Communication of Junction Railway with South-eastern Railway.

28. The Communication between the Junction Railway hereby authorized and the said Railway No. 1 in the said Bill of the *South-eastern* Railway Company shall be effected in a substantial and workmanlike Manner by means of Connexion Rails and Points of the Construction and laid in the Manner approved of from Time to Time, and to the reasonable Satisfaction of the Engineer for the Time being of that Company; or, in the event of Difference between the Two Companies with reference thereto, such Difference shall be referred to an Arbitrator to be agreed upon, or, in default of Agreement, appointed by the Board of Trade.

Company to pay all Expenses of such Communication.

29. The Expense of such Communication and of all necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, repairing, amending, and maintaining such Rails and Points, and of regulating and adjusting the same, shall be borne and paid by the Company, and the Communication, Openings, and Works shall not only be in the first instance made and done, but shall also from Time to Time, at the Expense of the Company, be altered, amended, repaired, and maintained, to the reasonable Satisfaction of the Engineer for the Time being of the *South-eastern* Railway Company on each Occasion, and in such Manner and Form, and by such Ways and Means, as shall not in anywise prejudice or injure the Railway with which such Communication shall be made, or impede, obstruct, or interfere with the free, uninterrupted, and safe Passage of Traffic along the same.

Signals and Watchmen at Junction with South-eastern Railway Company's Line.

30. The *South-eastern* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary for the Prevention of Danger, or Detention to or Interference with Traffic upon their Line at or near the said last-mentioned Junction; and the Working and Management of such Signals, Works, and other Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *South-eastern* Railway Company,

Company, and all the Costs of erecting and maintaining and altering such Signals, Works, and Conveniences shall be repaid by the Company to the *South-eastern* Railway Company on Demand, and in default the Amount of such Costs and Expenses may be recovered from the Company in any Court of competent Jurisdiction.

As to Control and User of Junction and Signals.

31. In the Control and Use of such last-mentioned Junction and the Signals connected therewith the *South-eastern* Railway Company shall give no undue Preference or Priority to their own Traffic; and if any Question shall arise between the Company or the *London, Chatham, and Dover* Railway Company and the *South-eastern* Railway Company with respect to such Control and Use, the same shall be referred to an Arbitrator to be agreed upon between the Companies in difference, or, in default of Agreement, to be appointed by the Board of Trade on the Application of either Company.

Land for extraordinary Purposes.

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

Powers for compulsory Purchases limited.

33. The Powers of the Company for the compulsory Purchase of Land for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act.

Limiting Time for Completion.

34. The Extension Railways shall be completed within Five Years from the passing of this Act, and upon the Expiration of that Period all the Powers by this Act granted for making the Extension Railways, or otherwise in relation thereto, shall cease to be exercised, except as to so much of the same as shall then be completed.

Dividends suspended if Railway not completed within Time limited.

35. If the Extension Railways (excepting the Railways No. 3, No. 4, and No. 5, if the Powers of the Company for the Construction thereof shall have ceased as by this Act provided) shall not be constructed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then from the Expiration of that Period it shall not be lawful for the Company to declare or pay any Dividend on the ordinary Capital of the Company until the Extension Railways shall have been completed and opened for public Traffic.

Power to take Tolls.

36. The Company may demand and take the same Tolls for the Use of the Extension Railways, and for Carriages, Trucks, and locomotive Power supplied by them for Use thereon, as they are authorized to demand and take under and by virtue of "The *Sevenoaks* Railway Act, 1859," and as if the Extension Railways formed Part of the Railway authorized by that Act: Provided always, that the maximum Charges to be taken by the Company upon, for, or in respect of the Extension Railways

Railways shall not exceed those limited by that Act and this Act: Provided also, that the Company may demand and take a reasonable Sum for loading, covering, and unloading Goods at any terminal Station of such Goods, whether on the Extension Railways or the original Line, and for Delivery and Collection, and any other Services incidental to the Business or Duty of a Carrier, where such Services or any of them are or is performed by the Company.

Definition of terminal Station.

37. No Station is to be considered a terminal Station in regard to any Goods conveyed on any Railway of the Company which have not been received thereat direct from the Consignor of such Traffic, or are not directed to be delivered thereat to the Consignee.

Railway to be Part of Undertaking.

38. In all respects not by or under the Provisions of this Act otherwise provided for, the Extension Railways shall be deemed Part of the Undertaking of the Company, and the Powers of this Act may (except in so far as they are by this Act directed to be exercised at or by a Meeting of the Company) be exercised by the Directors for the Time being of the Company.

Extending Traffic Arrangements to Extensions.

39. The Sections of "The *Sevenoaks* Railway Act, 1859," numbered from Thirty-seven to Forty-three, inclusive of both those Numbers, (being the Sections relative to Contracts or Arrangements between the Company and the *London, Chatham, and Dover* Railway Company (by their then Name of "The *East Kent* Railway Company") with respect to the Use and Working of the original Line and other Matters connected therewith,) shall extend and apply to the Extension Railways, and to authorize such Contracts or Arrangements with reference to the Extension Railways, or any of them, or any Part thereof, either apart from or together with the Railway by that Act authorized, or any Part thereof, as fully and effectually as those Sections now apply with reference to the Railway by that Act authorized (but subject to the Provisions of this Act as to terminal Charges).

Provision for the Use of Part of South-eastern Railway Company's Lines.

40. The Company and the *London, Chatham, and Dover* Railway Company may pass over and use with their respective Engines and Carriages, Officers, and Servants, and for the Purposes of all Traffic of every Description, that Portion of the Railway No. 1, proposed to be authorized by the said Bill of the *South-eastern* Railway Company, which will intervene between the Point of Junction therewith of the Junction Railway by this Act authorized and the Station to be made by the *South-eastern* Railway Company at or for *Sevenoaks*, and also that Station and all Junctions, Sidings, Platforms, Booking and other Offices, Warehouses, Watering Places, and Supplies of Water, Approaches, Turntables, Works, and Conveniences necessary for such Traffic in, upon, or connected with the said Portion of Railway and Station; and as

regards Traffic conveyed by them, the Company and the *London, Chatham, and Dover* Railway Company may demand and take the same Tolls and Charges upon and in respect of the said Portion of Railway and Station as if they were Part of the Railways and Works by this Act authorized; and the Company and the *London, Chatham, and Dover* Railway Company shall have the Right, if they think fit, from Time to Time to have and employ at such Station their own Booking and Invoice Clerks, and Carting and other Agents.

Terms of such Use.

41. The Terms, Conditions, and Regulations to be observed and fulfilled, and the Tolls, Charges, Rent, or other Consideration to be paid, by the Company, or (as the Case may be) the *London, Chatham, and Dover* Railway Company, for and in respect of such Use, shall be such as may from Time to Time be agreed upon between the Company, or (as the Case may be) the *London, Chatham, and Dover* Railway Company and the *South-eastern* Railway Company, or failing such Agreement as may from Time to Time be determined by an Arbitrator to be appointed by the Board of Trade on the Application of either of the Companies, and the Costs of the Arbitration shall be in his Discretion, and the Decisions of such Arbitrator shall be final and binding on both Parties: Provided that such Tolls, Charges, Rent, or other Consideration shall be ascertained (whether agreed upon or determined by Arbitration) upon the Principle that the Companies using the Portion of Railway, Station, and Works shall pay for such User in proportion to the relative actual Use made by each of the said Companies of the same, and the relative Accommodation afforded to each of them thereon and thereat.

Facilitating Transmission of Traffic over South-eastern Company's Lines.

42. In order to facilitate the Transmission of Traffic (whether Passengers, Animals, Goods, Minerals, or other Things) passing or intended to pass over the *Sevenoaks* Railway, or any Part thereof, to or from *Tunbridge* or any Station on the *Tunbridge Wells and Hastings* Line of the *South-eastern* Railway Company from or to any Station in *London* or *Westminster* of the *London, Chatham, and Dover* Railway Company, or from or to any Station between *Sevenoaks* and *London* on the *Sevenoaks* Railway or on the *London, Chatham, and Dover* Railway respectively, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, and for a proper and mutual Interchange of Rolling Stock, and to regulate their respective Rights with regard to such Traffic, the *South-eastern* Railway Company, and also the Company and the *London, Chatham, and Dover* Railway Company, shall (upon and from the Expiration of One Month after Notice in Writing to put this Clause into operation shall have been given by the Company or the *London, Chatham, and Dover* Railway Company to the *South-eastern* Railway Company) be bound by and shall fulfil, observe, and conform to the following Stipulations and Provisions; *videlicet*,

First.

First. The Company and the *London, Chatham, and Dover* Railway Company respectively shall have the Right to book and invoice through over the said Railway No. 1, proposed to be authorized by the said Bill of the *South-eastern* Railway Company and over the Railways of that Company between *Tunbridge* and *Hastings*, and the *South-eastern* Railway Company shall book and invoice through over the said *Sevenoaks* Railway and the Railways of the *London, Chatham, and Dover* Railway Company between *Sevenoaks* and *London*, all such Traffic as aforesaid:

Second. The *South-eastern* Railway Company and the Company and the *London, Chatham, and Dover* Railway Company respectively shall carry on such Traffic without Change of Carriage, Waggon, or Truck, except in Cases in which, from the small Amount of Traffic to be forwarded, such Change is reasonable:

Third. The *South-eastern* Railway Company shall, for and in respect of all such Traffic and for all Purposes of this Clause, at all Times afford to and for the *Sevenoaks* Railway Company, the *London, Chatham, and Dover* Railway Company, and the Public, all needful Accommodations, Facilities, and Conveniences at, on, and over the aforesaid Railways and Stations of the *South-eastern* Railway Company by the Trains of that Company, and by Through Booking, Through Rates, Through Waggons, Trucks, and Carriages, and by mutual Interchange of Rolling Stock, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic as aforesaid on equal Terms with and as if it were their own proper Traffic and without Preference in favour of their own Lines:

Fourth. The Rates and Charges for such Traffic shall be divided by actual Mileage (after deducting Government Duty and such terminal Charges on Goods as may be agreed upon between the said Companies, or as may, in default of Agreement, by determined by Arbitration as herein-after provided), and out of such Rates and Charges each Company shall receive their full Mileage Proportion of the whole Distance which the Traffic passing over their Railway actually traverses, and the Three Companies shall monthly account with each other on this Basis:

Fifth. Upon and from the opening for public Traffic of the said Railway No. 1, intended to be authorized by the said Bill of the *South-eastern* Railway Company between *Sevenoaks* and *Tunbridge* the Rates and Charges for all such Traffic as aforesaid between any Station in *London*, *Middlesex*, or *Westminster*, of the *South-eastern* Railway Company or the *London, Chatham, and Dover* Railway Company, and the Station at or for *Sevenoaks* of the *South-eastern* Railway Company or the *Sevenoaks* Station of the Company at the "*Bat and Ball*" or elsewhere, shall be the same; and the Rates and Charges for all such Traffic as aforesaid between any Station in

London,

London, *Middlesex*, or *Westminster*, of the *South-eastern* Railway Company or the *London, Chatham, and Dover* Railway Company, and the *Tunbridge* Station of the *South-eastern* Railway Company, or any Station of that Company South of *Tunbridge* on the *Tunbridge Wells and Hastings* Line, shall be the same; and the above Provision shall attach whether such Traffic passes wholly over the Railways of the *South-eastern* Railway Company or of the *London, Chatham, and Dover* Railway Company and the Company, or partly over the Railways of the *London, Chatham, and Dover* Railway Company and the Company, and partly over the Railways of the *South-eastern* Railway Company:

Sixth. Before the said Railway No. 1, intended to be authorized by the said Bill of the *South-eastern* Railway Company, is opened for public Traffic, the last-mentioned Rates and Charges shall, unless previously agreed upon between the *South-eastern* Railway Company, the Company, and the *London, Chatham, and Dover* Railway Company, be determined by Arbitration, as herein-after provided; and whether the Scale of those Rates and Charges from Time to Time in force shall have been fixed by Agreement or by Arbitration, either of the Companies interested may, at Intervals of not less than Three Months from such Opening, by Notice in Writing to the other of such Companies, require the same to be revised, and if for One Month thereafter a revised Scale is not agreed upon between them, the Question of such Revision, and (if such Revision be determined upon) the revised Scale to be adopted, shall be settled by Arbitration:

Seventh. The Terms on which the Interchange of Rolling Stock between the *South-eastern* Railway Company and the *London Chatham, and Dover* Railway Company and the Company shall be made, shall be those adopted by the Railway Clearing House:

Eighth. In order to provide for the due and punctual Correspondence of Through Trains at *Sevenoaks*, and for securing the proper and expeditious Transmission of such Through Traffic to its Destination, the *South-eastern* Railway Company shall at all Times cause to stop at their *Sevenoaks* Station, for the Purpose of affording such Correspondence, all Trains destined for or coming from *Tunbridge Wells* or *Hastings*, or intermediate Stations, and the Company and the *London, Chatham, and Dover* Railway Company shall arrange their Trains to meet such Trains of the *South-eastern* Railway Company at *Sevenoaks*, and in order to accommodate the Traffic between *Sevenoaks* and *Tunbridge* the *South-eastern* Railway Company shall at all Times cause to stop at the *Sevenoaks* Station an adequate Number of Trains for that Purpose (not being less than Three Trains each Way on each *Sunday*, and Six Trains each Way on each other Day), at convenient Hours throughout the Twenty-

four Hours, and for the Purpose of affording Correspondence of Trains for such Traffic, but the *South-eastern* Railway Company shall not be bound to run any Special or Extraordinary Trains for the Accommodation of the Traffic of the Company or of the *London, Chatham, and Dover* Railway Company.

All Matters by preceding Clause to be settled by Arbitration.

43. All Matters and Questions by the last preceding Clause directed to be settled by Arbitration, and all Questions and Differences which may at any Time arise between the *South-eastern* Railway Company and the *London, Chatham, and Dover* Railway Company and the Company, or between the *South-eastern* Railway Company and either of those Companies, as to the Construction or Effect of that Clause, or the Performance, Observance, Non-performance, or Non-observance of any of the Provisions thereof, or any Matters connected therewith or consequent thereon, shall be determined by an Arbitrator to be appointed by the Companies in difference, or (if for Fourteen Days after the Question or Difference arises they do not agree upon an Arbitrator) by the Board of Trade, and the Decisions of every such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of the Arbitration shall be in his Discretion.

Power to raise additional Capital.

44. For the Purpose of doubling the original Line the Company may raise additional Capital not exceeding Seventy-five thousand Pounds, and for the other Purposes of this Act the Company may raise additional Capital not exceeding, if their Powers to make the said Railways No. 3, No. 4, and No. 5, shall not have ceased, as herein-before provided, Seven hundred and fifty thousand Pounds, and if those Powers shall have so ceased, Five hundred and thirty thousand Pounds; and for raising the said additional Capitals respectively they may create and issue new Shares, in One or more Classes, and of such Amounts, and to be disposed of to such Persons, in such Manner, and on such Terms and Conditions, as shall from Time to Time be determined by the Resolution of any Ordinary or Extraordinary Meeting of the Company.

Names of Shares.

45. The Shares for raising the said additional Capital for the Purposes of this Act other than doubling the original Line are herein-after comprised under the Term "Extension Shares," and the Shares for raising the said additional Capital for the Purposes of that Doubling are herein-after comprised under the Term "original Line Shares."

Application of divisible Profits of Extensions.

46. The Profits of the Extension Railways applicable to Dividend from Time to Time shall be applied in the first place in Payment of Dividend on the Extension Shares until a Dividend of such Amount (not exceeding Six *per Centum per Annum*) as the Company, with the Sanction of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with Notice of this

Purpose, shall attach to those Shares shall have been paid on the total Amount from Time to Time paid up on those Shares, and subject thereto, and also subject to such (if any) additional Capital for any Purposes of or in connexion with the Extension Railways as Parliament may hereafter sanction, the Residue of those Profits shall fall into and become Part of the general Profits of the Company.

Extension Shares not to participate in general Profits.

47. The Holders of Extension Shares shall not in respect thereof have or be entitled to any Interest or Dividend out of any Profits of the Company except the Profits of the Extension Railways.

For ascertaining divisible Profits.

48. The Company shall keep separate Accounts of all Receipts and Payments from, for, or on account of the Extension Railways, and the Balance of the gross Receipts of the Extension Railways which shall remain, after deducting for Expenses of working and Management such a Proportion (not exceeding Fifty *per Centum per Annum*) of such gross Receipts as shall be determined by any Meeting of the Company before the Issue of any Extension Shares, and also after deducting all Interest on borrowed Money for the Time being secured or attaching upon the Extension Railways, and all Rates, Rents, and Taxes payable on or in respect of the Extension Railways, shall, for the Purposes of this Act, be deemed the Profits of the Extension Railways applicable to Dividend.

Privileges may be attached to new Shares for original Undertaking.

49. The Company may from Time to Time, with the Sanction of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with Notice of this Purpose, attach to any original Line Shares, or any Class of those Shares created by the Company under the Powers of this Act before the Issue of such Shares, any Interest or Dividend, or any perpetual, terminable, fixed, variable, contingent, or absolute Preference or Priority of Interest or Dividend, not exceeding the Rate of Six Pounds *per Centum per Annum*, as to the Company shall seem fit.

All Shares of same Class to bear same Dividend, &c.

50. Provided always, That all new Shares of the same Class shall be of the same Amount, and shall bear and confer the same Dividends, Rights, and Privileges.

Defining Profits applicable to preferential Dividends.

51. The original Line Shares created by the Company under the Powers of this Act shall be entitled to the preferential Dividend (if any) which may have been attached to them by the Company as aforesaid out of the Profits of the Company in each Year applicable to Dividend on those Shares, in priority to the ordinary Shares and Stock in the Company under the recited Act; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits so applicable available for the Payment of the full Amount of such preferential Dividend

for

for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Qualifications of new Shareholders.

52. All new Shares and Stock in the Company created under the Powers of this Act shall, in proportion to the aggregate nominal Value of such Stock or Shares held by the same Person at the same Time, confer the like Qualifications and Right of voting as original Shares of the same aggregate nominal Value in the Company would confer.

Disposition of new Shares.

53. Any new Shares created by the Company under the Powers of this Act may be disposed of in such Manner, and to such Persons, and on such Conditions as the Company think fit.

Limit of Amount and Number of Calls.

54. The Amount of any One Call to be made upon the Proprietors of any new Shares created under the Powers of this Act shall not exceed the Rate of Twenty *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at least between every Two successive Calls, and not more than Three Fourths of the Amount of each Share shall be called up in any One Year.

Unissued Shares may be cancelled.

55. If, after having created any new Shares under this Act, the Company resolve not to issue the same, or any Class or Part thereof, they may cancel the Shares to which such Resolution applies, and in lieu thereof may create and issue other new Shares not exceeding the aggregate Amount unpaid upon the Shares so cancelled.

Power to borrow on Mortgage.

56. When the whole of the additional Share Capital of the Company by this Act authorized for the Purposes of this Act other than doubling the original Line is subscribed for or taken, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies that the whole of that additional Capital is subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence), the Company from Time to Time, with the Authority of any General Meeting, may borrow on Mortgage for the Purposes of this Act other than doubling the original Line (in addition to the other Sums which they are by this Act or any other Act authorized to borrow), on the Security of the Extension Railways and the Tolls and Charges arising therefrom, any Sums not exceeding in the aggregate One Third of that additional Capital.

Further borrowing Power.

57. When the whole additional Share Capital of Seventy-five thousand Pounds by this Act authorized for the Purpose of doubling the original Line

Line is subscribed for or taken, and One Half thereof is paid up, and the Company shall have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies that the whole of that additional Capital is subscribed for or taken *bonâ fide*, and is held by Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same (of which Proof having been given the Certificate of the Justice under that Section shall be sufficient Evidence), the Company from Time to Time, with the Authority of a General Meeting, may borrow on Mortgage for the Purpose of doubling the original Line (in addition to the other Sums which they are by this Act or any other Acts authorized to borrow) any Sums not exceeding in the aggregate Twenty-five thousand Pounds on the Security of the original Undertaking and the Tolls and Charges arising therefrom.

Priority of existing Mortgages.

58. All Mortgages granted by the Company before the passing of this Act, and which are in force at the Time of the passing of this Act, shall, during their Continuance, and as regards the Undertaking or Portion of Undertaking thereby assigned, have Priority over all Mortgages granted by virtue of this Act, and attaching on the same Undertaking or Portion of Undertaking.

Application of Monies raised under this Act.

59. All Monies which the Company are by this Act authorized to raise by Shares or Mortgages shall be applied only to the respective Purposes for which the same are by this Act authorized to be raised.

Forfeited Shares which cannot be sold may be cancelled.

60. When any Share in the Company is or shall hereafter be declared forfeited, and the Forfeiture shall be confirmed by a General Meeting of the Company in accordance with the Provisions of "The Companies Clauses Consolidation Act, 1845," and Notice of such Forfeiture shall have been given by Advertisement in the "*London Gazette*" and in some *London* Daily Newspaper, and in some Newspaper published or circulated in the County of *Kent*, the Company, if the Directors be unable to sell such Share for a Sum equal to the Arrears of Calls and Interest due in respect thereof, may, at any General Meeting of the Company held after an Interval of at least Two Months after such Notice of Forfeiture is or shall have been given, (unless before such Meeting Payment of all Arrears of Calls with the Interest due thereon, and the Expenses, be made by the last Holder of such Share, his Executors or Administrators, in which Case such Share shall revert to him or them,) resolve and direct that such forfeited Share instead of being sold be cancelled, and it shall thereupon be cancelled accordingly.

Declaration that forfeited Shares cannot be sold.

61. A Declaration in Writing made by some credible Person before any Justice, stating that a Sum of Money sufficient to pay the Arrears of Calls and Interest and Expenses due with respect to such Share could not

not be obtained for the same upon the Stock Exchange of the City of *London* at the Time of such Cancellation, shall be sufficient Evidence of the Fact therein stated.

Consequence of Cancellation of Shares.

62. The Holder of such Share shall, from and after the passing of such Resolution, be precluded from all Right and Interest therein and in respect thereof, but such Cancellation shall not affect or alter the Liability of the last Holder of such Share to pay to the Company the Arrears of Calls and Interest and Expenses due with respect to such Share at the Time of such Cancellation, or the Powers of the Company to enforce Payment thereof by Action.

Value of Share to be deducted.

63. Provided always, That the Value of the Share at the Time of such Cancellation shall be deducted from the Amount so due.

Forfeited Shares may be cancelled with Consent of Proprietors.

64. When any Share in the Capital of the Company already is or hereafter shall be declared forfeited, the Company, on confirming such Forfeiture, and with the Consent in Writing of the Person who at the Time of such Declaration of Forfeiture was the registered Holder thereof, may resolve and direct that the forfeited Share instead of being sold shall be cancelled, and upon the passing of such Resolution such Share shall be *ipso facto* cancelled, and all Liabilities and Rights upon or in respect of such Share shall be thenceforth absolutely extinguished: Provided always, that no Money shall be paid by the Company or the Directors to any Shareholder for or in consideration of such Consent.

Company may create new Shares in lieu of Shares cancelled.

65. In lieu of any Share so cancelled, the Company may from Time to Time create and issue new Shares of such Amount as they think fit, provided that the aggregate Amount of such new Shares shall not exceed the aggregate Amount unpaid upon the Shares so for the Time being cancelled.

Provision may be made for future Union of Extensions.

66. Provided always, That the Company, with the Sanction of not less than Three Fifths of the Votes of the Holders of Shares and Stock, voting personally or by Proxy at any Extraordinary Meeting of the Company convened with Notice of this Object of the Meeting, and held before the Issue of any Extension Shares, may resolve that the Extension Railways shall become Part of the general Undertaking of the Company at such Date, or in such Events, on such Terms and Conditions, and for such Consideration, as they think fit, and at the Date or in the Events specified in the Resolution the Extension Railways shall become Part of the general Undertaking accordingly.

Alteration of Name.

67. From the passing of this Act the Name, Style, and Title of the Company shall, instead of "The *Sevenoaks* Railway Company," be "The

"The *Sevenoaks, Maidstone, and Tunbridge* Railway Company," and by that Name the Company shall henceforth have and may exercise the Powers now vested in the *Sevenoaks* Railway Company; and the recited Act and all other Acts relating to the *Sevenoaks* Railway Company, already passed or which may be passed during the present Session of Parliament, shall be read and interpreted as if throughout those Acts wherever the Name of the *Sevenoaks* Railway Company, or any Reference to the *Sevenoaks* Railway Company, occurs, the Name of the *Sevenoaks, Maidstone, and Tunbridge* Railway Company, or a Reference to the *Sevenoaks, Maidstone, and Tunbridge* Railway Company, were substituted.

Actions, &c. not to abate.

68. No Action, Suit, Bill, Process, Writ, Indictment, Information, or other Proceeding, whether Civil or Criminal, which at or immediately before the passing of this Act had been commenced and was then pending, whether at the Suit or Instance of the *Sevenoaks* Railway Company against any other Corporation or against any Person, or at the Suit or Instance of any other Corporation or of any Person against the same Company, shall abate, determine, or be otherwise impeached or affected for or by reason of the aforesaid Change of the Name of the Company; nor shall any Notice, Tender, Requisition, Warrant, Summons, Pleading, Civil or Criminal Writ, or other Process, Record, Deed, Contract, Agreement, Writing, or Instrument that shall have been or shall be made, issued, written, or commenced, be deemed to be vacated, discharged, invalidated, prejudiced, or affected by reason of the Company or their Railway being therein respectively called by the Name of the *Sevenoaks* Railway Company or the *Sevenoaks* Railway; and it shall not be necessary in any Bill, Suit, Indictment, Information, Proceeding, Notice, Tender, Requisition, Warrant, Summons, Pleading, Civil or Criminal Writ, or other Process, or in any Record, Deed, Contract, Agreement, Writing, or other Instrument or Matter, to aver that the Company had been called or known from the Time of the passing of the recited Act until the Time of the passing of this Act by the Name of the *Sevenoaks* Railway Company, or that their Railway had been called or known within that Period by the Name of the *Sevenoaks* Railway, and that by this Act the Name of the Company and their Undertaking were changed as aforesaid, and that after the passing of this Act the Company had been called and known by the Name of the *Sevenoaks, Maidstone, and Tunbridge* Railway Company, and their Undertaking by the Name of the *Sevenoaks, Maidstone, and Tunbridge* Railway, but it shall be deemed true, lawful, and sufficient therein to aver the Style and describe the Company by the Name of "The *Sevenoaks, Maidstone, and Tunbridge* Railway Company," and their Undertaking by the Name of "The *Sevenoaks, Maidstone, and Tunbridge* Railway," in the same Manner as if the Company in and by the recited Act had been originally incorporated, called, or known by the

Name

Name of "The *Sevenoaks, Maidstone, and Tunbridge* Railway Company," and as if their Undertaking had been originally called or known by the Name of "The *Sevenoaks, Maidstone, and Tunbridge* Railway."

General Saving of Rights under recited Act.

69. Notwithstanding the Change of the Name of the Company, and except only as is by this Act otherwise expressly provided, everything before the passing of this Act done, suffered, and confirmed respectively under or by virtue of the recited Act shall be as valid as if this Act were not passed; and such Change of Name and this Act respectively shall accordingly be subject and without Prejudice to everything so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Change of Name had not happened and this Act had not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively: Provided always, that the Generality of this Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

Contracts, &c. preserved.

70. Notwithstanding the Change of Name of the Company, all Deeds, Instruments, Purchases, Sales, Securities, and Contracts before the passing of this Act made under the recited Act, or with reference to the Purposes thereof, shall be as effectual to all Intents in favour of, against, and with respect to the Company, as if the Name of the Company had remained unchanged.

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

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

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

72. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised for the Purpose of such Act, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway, or to execute any other Work or Undertaking.

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

73. Nothing in this Act shall exempt the Railways or the Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies,

panies, now in force or which may hereafter pass during the present or any future Session of Parliament, nor from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of the Fares and Charges, or of the Tolls for small Parcels, authorized by this Act or the recited Act.

Expenses of Act.

74. The Costs, Charges, and Expenses of and attending the passing of this Act or incidental thereto shall be paid by the Company.

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