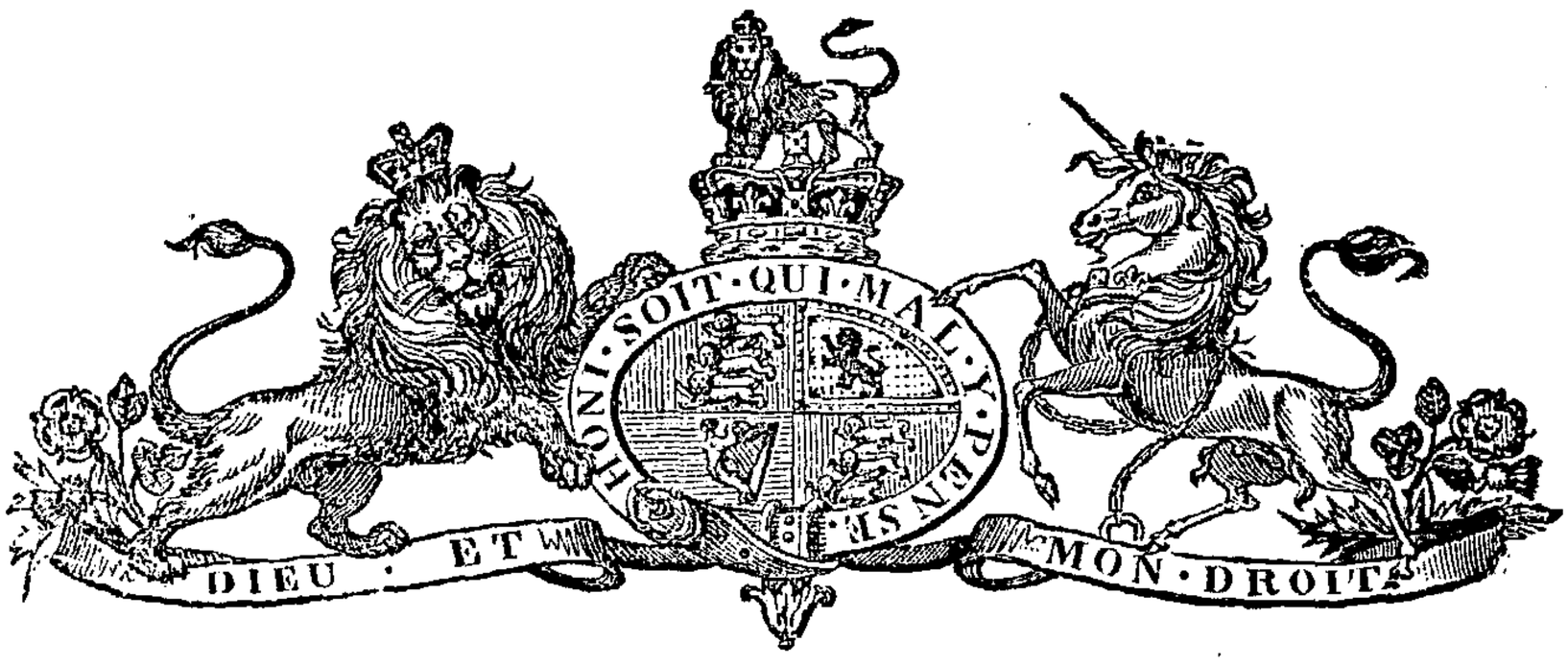


ANNO VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

and Levels thereof, and the Plans also showing the Lands which may be taken for the Purposes of this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Surrey*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained 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 for all Purposes be cited as "*South-Western* Railway (*Kingston* further Extension) Act, 1865."

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

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," and "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to Construction of a Railway) and Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," (save so far as any of the Sections and Provisions of those Acts and Parts respectively are varied or excepted by this Act,) are incorporated with and are Part of this Act.

Parts of 8 & 9 Vict. c. 16. and 26 & 27 Vict. c. 118. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," and the following Parts of "The Companies Clauses Act, 1863," (save so far as any of those Provisions and Parts respectively are excepted or varied by this Act,) are respectively incorporated with and are Part of this Act; that is to say,

The Provisions of "The Companies Clauses Consolidation Act, 1845,"

(A.) With respect to the Distribution of the Capital of the Company into Shares;

(B.) With respect to the Transfer or Transmission of Shares;

(C.) With respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls;

(D.) With respect to the Forfeiture of Shares upon Nonpayment of Calls;

(E.) With respect to the Remedies of Creditors of the Company against the Shareholders;

(F.) With respect to the borrowing of Money by the Company on Mortgage;

(G.) With respect to the Conversion of the borrowed Money into Capital; and

(H.) With respect to the Consolidation of the Shares into Stock.

4. The

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

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expressions "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, 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; and the Words "Shares" and "Shareholders" include when requisite "Stock" and "Stockholders."

Provisions of 23 & 24 Vict. c. clxxxv. as to Shares and Stock apply to Shares and Stock under this Act.

5. The Provisions of Sections 49 to 70 (both inclusive) of "The *South-western* Railway (Additional Powers) Act, 1862," with respect to preferential Shares and Stock, and the Cancellation of Shares and Stock, and the Issue of new Shares or Stock instead of cancelled Shares or Stock, and with respect to voting for Shares or Portions of Stock, and otherwise respecting Shares and Stock, extend to this Act with respect to the Company and the Shares and Stock which by this Act they are authorized to create and issue.

Provisions of 21 & 22 Vict. c. lxxxix., 25 & 26 Vict. c. xlii., and 26 & 27 Vict. c. xc., as to Debenture Stock, apply to Mortgages under this Act.

6. The Provisions of Sections 99 to 105 (both inclusive) of "The *South-western* Railway (Works and Capital) Act, 1858," and of Sections 71 to 79 (both inclusive) of "The *South-western* Railway (Additional Powers) Act, 1862," and of Section 115 of "The *South-western* Railway Act, 1863," with respect to Debenture Stock, extend to this Act with respect to the Debenture Stock by this Act authorized.

Power to raise additional Capital by new Shares.

7. The Company from Time to Time may by the Creation and Issue of new Shares or new Stock, whether preferential or ordinary, or both, raise, in addition to all other Capital which they are authorized to raise, the further Capital of One hundred and twenty thousand Pounds.

Shares not to issue until 20 per Cent. paid up.

8. Provided, That no Share and no Portion of Stock so created shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof be paid thereon.

Debenture Stock.

9. In respect of any Money which the Company are by this Act authorized to borrow on Mortgage, they from Time to Time may create and issue Debenture Stock.

Power to borrow on Mortgage.

10. The Company from Time to Time may borrow on Mortgage, in addition to the other Monies which they are authorized to borrow

borrow on Mortgage, any Sums not exceeding Forty thousand Pounds.

Restriction on borrowing.

11. Provided, That the Company shall not borrow any Part of that Sum until the whole of the additional Capital of One hundred and twenty thousand Pounds by this Act authorized to be raised by the Company by new Shares or new Stock is subscribed for or taken, and One Half thereof is paid up, and the Company have proved to the Satisfaction of the Justice who certifies in pursuance of Section Forty of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that the whole of the said additional Capital has been subscribed, and One Half thereof paid up, and that at least Twenty *per Centum* is *bonâ fide* paid up on account of every separate Share or Portion of Stock forming Part of that Capital before or at the Time of the Issue or Acceptance thereof, and that those Shares or Portions of Stock were taken *bonâ fide* and are held by Persons legally liable for Payment of so much of the same as is from Time to Time unpaid, of which Satisfaction his Certificate under that Section shall be sufficient Evidence.

Priority of existing Mortgages.

12. The Mortgages granted by the Company before the passing of this Act, and now in force, shall while in force have Priority over all Mortgages granted by the Company under this Act, and among themselves shall have the like Priorities and Preferences as they would equitably have if this Act were not passed; provided that this Act shall not confer on any Mortgage purporting to be granted and accepted as being on an Equality with any other Mortgages any Priority or Preference to which it would not equitably be entitled if this Act were not passed.

Arrears may be enforced by Appointment of a Receiver.

13. The Company's Mortgagees under this Act may enforce the Payment of the Arrears of Interest and of Principal and Interest due on their respective Mortgages by the Appointment of a Receiver, and the Amount to authorize a Requisition for a Receiver is Five thousand Pounds.

Application of Monies.

14. All Monies raised under this Act by the Company by new Shares or new Stock or by borrowing shall be applied for Purposes of this Act, and the Company may apply for Purposes of this Act any Monies raised by them under any other Act, and not required for the special Purpose, if any, for which the same are thereby made applicable.

Power to make Railways and Works authorized by Act.

15. Subject to the Provisions of this Act, the Company from Time to Time may make the Railways and Works by this Act authorized, and, so far as the same are shown on the deposited Plans and Sections respectively,

respectively, may make the same in the Lands and in accordance with the Lines and Levels shown thereon respectively, and may enter upon, take, and use such of those Lands as are necessary for those Purposes.

Railways and Works authorized by Act.

16. The Railways and Works which the Company are by this Act authorized to make and maintain comprise the following Railways and Works, with all proper and sufficient Sidings, Stations, Approaches, Bridges, Arches, Buildings, and other incidental Works and Conveniences connected with the same respectively; (that is to say,)

(A.) A Railway (No. 1) commencing in the Parish of *Kingston-on-Thames* in the County of *Surrey* by a Junction with the Company's *Kingston Bridge* Line, and terminating in the Parish of *Wimbledon* in the same County by a Junction with the Company's Main Line of Railway:

(B.) A Railway (No. 2) wholly in the Parish of *Kingston-on-Thames* commencing by a Junction with the Railway No. 1, and terminating by a Junction with the Company's Main Line of Railway:

(C.) A Railway (No. 3) commencing in the Parish of *Merton* in the County of *Surrey* by a Junction with the *Wimbledon and Dorking* Railway, and terminating in the Parish of *Wimbledon* by a Junction with the Company's Main Line of Railway:

(D.) A Railway (No. 4) wholly in the Parish of *Wimbledon* commencing by a Junction with the Railway (No. 1), and terminating by a Junction with the *Tooting* Company's authorized Railway (No. 2):

(E.) A Railway (No. 5) wholly in the Parish of *Merton* commencing by a Junction with the *Wimbledon and Dorking* Railway, and terminating by a Junction with the Railway (No. 1) by this Act authorized:

(F.) The deviating laterally from the Lines of the Works shown on the deposited Plans to any Extent within the Limits of Deviation shown thereon, and vertically from the Levels thereof shown on the deposited Sections to any Extent not exceeding in any One Place Five Feet.

Level Crossings.

17. Subject to the Provisions contained in "The Railways Clauses Consolidation Act, 1845," in reference to the crossing of Roads on the Level, and in Part I. of "The Railways Clauses Act, 1863," relating to level Crossings, the Company may make and maintain the Railways by this Act authorized across and on the Level of the public Carriageroad in the Parish of *Kingston-on-Thames*, numbered

bered 179 on the deposited Plans with (while the particular Portion of the Railway consists of a single Line) not more than a single Line, and when it consists of Two or more Lines not more than Two Lines of Way.

Regulating Works to be constructed in the Parish of Kingston-upon-Thames.

18. Provided always, That Railway No. 1 shall in the Parish of *Kingston-upon-Thames* be made and maintained, subject to the following Provisions and Conditions:

(1.) It shall be carried over the public Carriageroad No. 45 on the deposited Plans by a Bridge of not less than Forty Feet Span, and having a clear Headway of not less than Fifteen Feet, and to obtain such Headway it shall be lawful for the Company to lower the present Surface of the Road, but not more than Four Feet, and the Company may construct intermediate Pillars between the Carriageway and Footway on either or both Sides of the Road:

(2.) The Footpaths in the Field No. 58 on the deposited Plans, crossed by the Railway, shall pass under the Railway by means of a single Arch not less than Ten Feet high and Six Feet wide:

(3.) The Railway shall be carried over the public Carriageroad No. 95 on the deposited Plans by a Girder Bridge of not less than Forty-five Feet Span, and with a clear Headway of not less than Fifteen Feet and Six Inches, but the Company may construct intermediate Pillars between the Carriageway and the Footway on either or both Sides of the said Road:

(4.) It shall be carried over the public Carriageroad No. 126 on the deposited Plans by a Girder Bridge of not less than Thirty Feet Span, and with a clear Headway of not less than 15 Feet and Six Inches:

(5.) No Side Cuttings shall be made between the Commencement of the Railway and the said Road (No. 95), and all Excavations for Side Cutting shall be trimmed off and drained so that Water shall not become collected therein.

The whole of Lands in Kingston-on-Thames of Reverend W. Fisher and others to be taken by Company.

19. The Company shall, if required by the Owners thereof in Writing under their respective Hands, purchase and take the whole of the Properties in the Parish of *Kingston-on-Thames* shown on the deposited Plans, and belonging to the Reverend *William Fisher* and *Mary Harley Fisher* and *Jane Fisher* respectively, and also the Leasehold Interest of the said *Mary Harley Fisher* in the Piece of Land adjoining the Property numbered on the deposited Plans 57 in that Parish and held therewith.

20. Not

Not to form Junction with Tooting Line or take certain Land without Consent of Tooting Company.

20. Notwithstanding anything in this Act contained, the Company shall not form a Junction between the Railway No. 4 by this Act authorized and the *Tooting* Company's authorized Railway No. 2., or enter upon, take, use, or interfere with any Lands or Works of the *Tooting* Company, or which that Company are authorized to acquire, situate on the South-east Side of the Boundary Fence of the Line of Railway of the Company, and being also on the North-east Side of the *Wimbledon and Croydon* Railway, without the previous Consent of the *Tooting* Company for that Purpose in Writing under their Common Seal.

Powers for compulsory Purchases limited.

21. The Powers under this Act of the Company for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act.

Power to Company to purchase a certain Quantity of Land.

22. The Company by Agreement from Time to Time may purchase any Quantity of Land not exceeding in the whole Ten Acres for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845," incorporated with this Act.

Feriod for Completion of Works.

23. The Railways by this Act authorized and shown on the deposited Plans shall be completed within Five Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for making the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Penalty for Non-completion of Works within Period limited.

24. After the Expiration of the Period by this Act limited for the Completion of the Railways shown on the deposited Plans, if they be not then completed, the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railways are completed and opened for public Traffic, but no Penalty shall accrue in respect of any Time during which it appears by a Certificate of the Board of Trade that the Company were prevented from completing or opening the Railways or any of them by unforeseen Accident or Circumstances beyond their Control; provided that the Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

For the Protection of the Lambeth Waterworks Company.

25. In order to provide against Interruption to the Water Supply of the Company of Proprietors of *Lambeth* Waterworks (herein-after called the *Lambeth* Waterworks Company), and undue Interference with their Undertaking, notwithstanding anything contained in this Act, or in any Act incorporated therewith, it shall not be lawful for the

the Company to enter upon or interfere with the Works of the *Lambeth* Waterworks Company or any Part thereof, or the Lands belonging to the same Company or any Part thereof respectively, or to execute any Work whatsoever under or over the same, until after the Company shall have delivered to the *Lambeth* Waterworks Company Plans and Drawings of the Works proposed to be so executed, with Specifications in Writing describing the proposed Manner of executing the same, and shall have obtained from the principal Engineer of the *Lambeth* Waterworks Company a Certificate under his Hand approving of such Plans, Specifications, and proposed Manner of executing the said Works, and the same shall be executed accordingly under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Lambeth* Waterworks Company, and in no other Manner, without the Consent in Writing of the *Lambeth* Waterworks Company under their Common Seal: Provided always, that in case the principal Engineer of the *Lambeth* Waterworks Company shall not so approve and certify his Approval of the Plans, Drawings, and Specifications furnished by the Company within One Calendar Month after the same shall have been so delivered, and the *Lambeth* Waterworks Company shall not consent that the Company shall proceed with their proposed Works without such Certificate as aforesaid, then the Company may submit Plans, Drawings, and Specifications of their said proposed Works to the Board of Trade for their Approval; and in case the Board of Trade shall certify in Writing their Approval thereof, then the Company may, notwithstanding anything herein contained, proceed with the Execution of such Works according to such last-mentioned Plans, Drawings, and Specifications, but nevertheless under the Superintendence and to the reasonable Satisfaction of the principal Engineer for the Time being of the *Lambeth* Waterworks Company, and subject to the Provisions of this Act.

Not to take the Lands of the Lambeth Waterworks Company without Consent.

26. Provided also, That nothing contained in this Act, or in any Act incorporated therewith, shall authorize the Company to take or enter upon any of the Lands or Grounds of the *Lambeth* Waterworks Company, or to alter, vary, or interfere with any of their Works, further or otherwise than is by this Act expressly authorized, without the previous Consent in Writing under the Common Seal of the *Lambeth* Waterworks Company in every Instance for that Purpose.

Powers of Company limited as regards Interference with Land of the Lambeth Waterworks Company.

27. Provided also, That notwithstanding anything contained in this Act, or in any Act incorporated therewith, it shall not be lawful for the Company, without the previous Consent in Writing of the *Lambeth* Waterworks Company under their Common Seal, to acquire any Right or Property in any of the Lands of the *Lambeth* Waterworks Company

Company other than the Right, subject to the Provisions of this Act, of executing the several Works necessary and proper for constructing and maintaining the Works by this Act authorized upon, over, through, or under the Lands of the *Lambeth* Waterworks Company, and for repairing the same Works; and all such Repairs shall from Time to Time be done under the Superintendence and to the reasonable Satisfaction of the principal Engineer of the *Lambeth* Waterworks Company for the Time being, and if he shall in Writing require the same, according to Plans, Drawings, and Specifications to be approved in manner in this Act directed with reference to the original Construction of the same Works; and the Company shall, on Demand, pay to the *Lambeth* Waterworks Company all Expenses reasonably and fairly occasioned to or incurred by them by reason of the Construction and Maintenance or Repair of all or any of the Works authorized by this Act upon, over, under, or across the Lands and Works respectively of the *Lambeth* Waterworks Company, or for or by reason of the Superintendence by the *Lambeth* Waterworks Company of the Construction, Maintenance, and Repair of any of the Works of the Company.

Penalty in case of Interruption to the Water Supply of the Lambeth Waterworks Company.

28. If by reason of the Construction of any of the Works by this Act authorized to be made upon, over, under, or abutting upon the Lands or Works of the *Lambeth* Waterworks Company Interruption shall at any Time be occasioned to the Water Supply of the *Lambeth* Waterworks Company, or if any such Interruption shall be occasioned during any Repairs of the Works of the Company, or for or by reason of any Want of Repair or due or proper Maintenance thereof, the Company shall forfeit and pay to the *Lambeth* Waterworks Company the Sum of One hundred Pounds for every Day during which such Interruption shall continue, and the same Sum may be recovered, with full Costs of Suit, by the *Lambeth* Waterworks Company from the Company in an Action of Debt in any of Her Majesty's Superior Courts at *Westminster*.

Tolls on Railway.

29. The Company may demand and take in respect of the Railways by this Act authorized, and the several Portions of Railways by this Act vested in the Company, for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by the Company thereon and thereat, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by the several Acts relating to the Company, or any of them, the Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Company's Main Line of Railway, and in like Manner, and with and subject to like Powers and Provisions in all respects, as if the Railways by this Act authorized

and the several Portions of Railways by this Act vested in the Company respectively were Part of that Main Line.

Maximum Charges.

30. Provided, That the maximum Charges to be made by the Company with respect to the Tolls, Fares, Rates, and Charges for the User of those Railways and Portions of Railway respectively, 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 the Limitation of maximum Charges is applicable exceed the Sums in that Behalf limited by the Acts from Time to Time in force in respect to the Company's Main Line of Railway.

Saving Rights of Railway Companies.

31. Except as is by this Act expressly provided, nothing in this Act shall take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of the Company or of the *Tooting* Company.

Interest not to be paid on Calls paid up.

32. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by them by Shares or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made on the Shares held by him, provided that the respective Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as is in conformity with the Provisions in that Behalf of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act.

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

33. The Company or any other Railway Company to which this Act relates shall not, out of any Money by this Act or any other Act relating to the respective Company authorized to be raised by them by Shares or by borrowing, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time in force, is required to be deposited in respect of any Application to Parliament for an Act authorizing the respective Company to make any Railway, or execute any other Work or Undertaking.

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

34. Nothing in this Act shall exempt any Railway to which this Act relates from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, already or hereafter passed, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this Act or any other Act relating to the respective Railway, or of the Rates for small Parcels, thereby authorized.

35. All

35. All the Costs, Charges, and Expenses of and incident to the preparing and applying for and the obtaining and passing of this Act shall be borne and paid by the Company. Expenses of Act.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1865.