ANNO VICESIMO SEXTO & VICESIMO SEPTIMO

VICTORIÆ REGINÆ.

Cap. ccviii.

An Act for increasing the Capital of and conferring further Powers on the *West London* Extension Railway Company, amending their Acts, providing for the Dissolution of the *West London* Railway Company; and for other Purposes. [28th *July* 1863.]

WHEREAS by "The *West London* Extension Railway Act, 1859," (in this Act called "the Act of 1859,") the *London and North-western* Railway Company (in this Act called "the *North-western* Company") and the *Great Western* Railway Company (in this Act called "the *Great Western* Company") were incorporated into a Company by the Name of "the *West London* Extension Railway Company" (in this Act called "the Company") for the Purposes of making and maintaining the Railways, Dock, and Works by that Act authorized, and the carrying of that Act into execution: And whereas by the said Act the Capital of the Company was declared to be Three hundred thousand Pounds, which was to be contributed by the *North-western* Company, the *London and South-western* Railway Company (in this Act called "the *South-western* Company"), and the *London*, 22 & 23 Vict. c. cxxxiv.

Brighton, and South Coast Railway Company (in this Act called "the *Brighton* Company"), but with an Option for the *Great Western* Company (which Option they have exercised) to contribute Part of the Capital; and it was thereby provided that the *North-western* Company, the *Great Western* Company, the *South-western* Company, and the *Brighton* Company (in this Act called "the Four Companies") should be entitled to use and work over the Railways, Dock, and Works by the said Act authorized: And whereas by the said Act it was provided, that if the *Great Western* Company contributed to the Capital, then the Four Companies might and should contribute to the Capital in the following Proportions; (namely,)

The *North-western* Company - - -	£100,000
The *Great Western* Company - - -	100,000
The *South-western* Company - - -	50,000
The *Brighton* Company - - - -	50,000
	£300,000

24 & 25 Vict. c. ccxxxiv. And whereas by "The *West London* Extension Railway Act, 1861," (in this Act called "the Act of 1861,") the Capital of the Company was increased, and such additional Capital was declared to be One hundred and five thousand Pounds, which was to be contributed by the Four Companies in the following Proportions; (namely,)

The *North-western* Company - - -	£35,000
The *Great Western* Company - - -	35,000
The *South-western* Company - - -	17,500
The *Brighton* Company - - - -	17,500
	£105,000

And whereas it is expedient that the Capital of the Company should be further increased, and that the additional Capital should be contributed by the Four Companies in the same relative Proportions as by the Acts of 1859 and 1861 is provided with respect to the existing Capital: And whereas it is also expedient that the Company should be empowered to purchase by Compulsion or Agreement for the Purposes of their Undertaking the Lands and Houses following; (that is to say,) certain Lands and Houses adjoining and contiguous to *Warwick Road* in the Parish of *Saint Mary Abbott's Kensington* in the County of *Middlesex*, on the Eastern Side of and adjoining to the Site of the *Kensington* Canal and Land belonging to the Company, and abutting Northwardly partly on Land formerly occupied by Mr. *Nokes* and used as a Wharf, and partly on the said Canal Basin, and extending in a Southwardly Direction Fifteen Chains or thereabouts measured along the Boundary of the Company's Property from the said Wharf: And whereas Plans of the additional Lands which the Company require for the Purposes of their Undertaking in the said Parish of *Saint Mary Abbott's Kensington* and Books

Books of Reference to those Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the Clerk of the Peace for the County of *Middlesex:* And whereas the Railway and certain of the Works, Lands, and Property of the *West London* Railway Company (herein-after called "the *West London* Company") are vested in the *North-western* Company in perpetuity, subject to a fixed annual Rent or Payment of One thousand eight hundred Pounds, with a Right to the *Great Western* Company to a Participation in the said Railway and Premises on equal Terms and on certain Conditions: And whereas by the Act of 1859 (whereby the *North-western* Company and the *Great Western* Company were incorporated as aforesaid by the Name of the *West London* Extension Railway Company, herein-after called "the Company,") it was provided that the said fixed annual Payment of One thousand eight hundred Pounds should after the passing of that Act be paid to the Company, and all the Residue of the Undertaking, Lands, Real Estate, Property, Credits, and Effects of the *West London* Company (except only as was by the said Act otherwise provided), and all the Powers, Rights and Privileges, Obligations and Liabilities of the *West London* Company in relation thereto, except as varied or altered by the said Act, were by the said Act vested absolutely in and for ever transferred to the Company, but for the Purposes and subject to the Provisions of the said Act; and it is expedient that Provision should be made for the Dissolution and the winding-up of the Affairs of the *West London* Company: And whereas it is expedient that Provision be made for keeping (after the Dissolution of the *West London* Company) a Register of the Persons for the Time being representing the Shareholders in that Company and entitled to the half-yearly Payments by the Act of 1859 made payable to those Shareholders, and for the Continuance of such Payments to those Persons: And whereas the Purposes of this Act 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 all Purposes as "The *West London* Extension Railway Act, 1863."

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

2. "The Lands Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Acts Amendment Act, 1860," are incorporated with this Act.

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

3. The several Words and Expressions to which by the Acts incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context.

4. The

Additional Capital.

4. The additional Capital of the Company under this Act shall be One hundred and fifty thousand Pounds, to be contributed as by this Act provided and not to be divided into Shares.

Contributions by the Four Companies.

5. The Four Companies may and shall contribute the additional Capital under this Act in the following Proportions; (that is to say,)

The *North-western* Company Fifty thousand Pounds;
The *Great Western* Company Fifty thousand Pounds;
The *South-western* Company Twenty-five thousand Pounds;
The *Brighton* Company Twenty-five thousand Pounds.

Payment of Capital by the Four Companies.

6. The Four Companies shall pay the Amount contributed by them respectively by such rateable Instalments, to such Persons, and at such Times and Places as the Company from Time to Time appoint.

Company may make Calls on the Four Companies.

7. The Company from Time to Time may make such rateable Calls of Money upon the Four Companies respectively in respect of the Amount of Capital to be contributed by them respectively as the Company think fit, and may appoint the Persons to whom and the Times and Places at which the Calls shall be paid.

Limit of Calls.

8. Provided always, That at least Twenty-eight Days Notice of every Call shall be given, and no Call shall exceed Twenty Pounds *per Centum* of the respective Contribution, and the Interval between successive Calls shall be at least Three Months, and not more than Seventy-five *per Centum* shall be called up in any One Year.

Interest to be paid on Calls in arrear.

9. If on or before the Day appointed for Payment of any Call any or either of the Four Companies do not pay the Amount thereof to which they are liable, then they shall pay for the same while in arrear Interest at such Rate, not exceeding Five Pounds *per Centum per Annum*, as the Company appoint.

Recovery of Calls in arrear.

10. If at the Time appointed by the Company for the Payment of any Call any or either of the Four Companies fail to pay the Amount of the Call, the Company may sue the respective contributing Company for the Amount thereof in any Court of competent Jurisdiction, and may recover the same and the Interest thereon from the Day on which the Call was payable.

Payment in advance of Calls.

11. The Company, if they think fit, may receive from any or either of the Four Companies willing to advance the same all or any Part of their respective Contributions beyond the Sums actually called for; and on the Principal Monies so paid in advance, or so much thereof as from Time to Time exceeds the Amount of the Calls then made for the Contribution in respect of which the Advance is made, the Company may pay Interest at

at such Rate, not exceeding Five Pounds *per Centum per Annum*, as the Company and the Company or Companies so paying in advance agree.

Power for the Four Companies to raise Money for Contributions by Shares or Stock.

12. Each of the Four Companies may raise by Shares or by Stock in its own Undertaking all or any Part of the Sum which the respective Company are by this Act authorized to contribute towards the additional Capital of the Company by this Act authorized, and the Shares so created may be of such Amounts as the respective Company think fit.

Power to create Preference Shares or Stock.

13. Each of the Four Companies, with the Sanction of at least Three Fifths of the Votes of the Shareholders present, in person or by proxy, at an Extraordinary General Meeting of the respective Company specially convened for the Purpose, may create such Shares or Stock, of such Classes, and either preferential or ordinary, and with such special Privileges or Restrictions, and to be created or issued either as Part of or distinct from any other Shares or Stock which the respective Company are then authorized to create or issue, on like Terms and Conditions, though for other Purposes, as the respective Company, with the like Sanction of Shareholders, determine.

Restrictions as to preferential Shares or Stock.

14. Provided always, That the preferential Dividend to be so attached to any such Shares or Stock shall not exceed the Rate of Four Pounds Ten Shillings *per Centum per Annum*: Provided also, that if in any Year ending the Thirty-first Day of *December* the Profits arising from the Undertaking of any or either of the Four Companies creating and issuing Preference Shares or Stock under the Authority of this Act shall not be available for the Payment of the full Amount of the preferential or other Dividend for that Year on such Shares or Stock, no Part of the Deficiency shall be made good out of the Profits of the Undertaking of such Company or Companies for any subsequent Year, or out of any other Funds of such Company or Companies.

Terms, &c. to be stated on Certificates.

15. The Terms and Conditions to which any Preference Shares or Stock created under this Act are subjected by the Provisions of this Act shall be clearly stated on the Certificate of such Preference Shares or Stock.

Saving for existing Preference Shares and Stock.

16. Provided always, That any Preference or Priority so attached by either of the Four Companies to any such Shares or Stock shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock from Time to Time granted by the respective Company in pursuance of or confirmed by any Act of Parliament passed before the passing of this Act, or otherwise lawfully subsisting.

Application of Monies for Payments by Four Companies.

17. The Four Companies respectively may apply for the several Payments by them respectively by this Act authorized any Sums which they respectively are or may be authorized to raise, or which have been or shall be raised by them respectively under the Provisions of any Act or Acts of Parliament relating to them respectively, and which may not be required for the Purposes to which they are or may be by any such Act or Acts made specially applicable.

Power to borrow.

18. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Fifty thousand Pounds: Provided always, that the Company shall not borrow on Mortgage under this Act any Sum until One Half of the Capital of One hundred and Fifty thousand Pounds by this Act authorized to be contributed is paid to the Company.

Former Mortgages to have Priority.

19. All Mortgages granted by the Company under the Authority of any former Act and which shall be in force at the Time of the passing of this Act shall during the Continuance thereof have Priority over any Mortgages to be granted by the Company by virtue of this Act.

Arrears may be enforced by Appointment of a Receiver.

20. The Mortgagees of the Company may enforce the Payment of Arrears of Principal and Interest by the Appointment of a Receiver, and the Amount of Debt necessary to authorize a Requisition for a Receiver is Five thousand Pounds.

Application of Monies.

21. All and every Part of the Monies by this Act authorized to be raised by the Company by Contributions and by borrowing respectively shall be applied only to the Purposes of the Undertaking of the Company.

Power to take Lands.

22. Subject to the Provisions of this Act and of the Acts incorporated herewith, the Company may from Time to Time enter upon, take, and use and appropriate all or any of the Lands defined on the deposited Plans and described in the deposited Books of Reference: Provided always, that nothing in this Act shall authorize the Company to take any Land belonging to Lord *Kensington*, save and except a Strip of Land running alongside the Land of the Company described in the deposited Plans as "Site of *Kensington* Canal," measuring Twenty-two Yards in Width at the North End thereof, and running from thence of the same Width to the Rear of the Lock House, and from thence in a straight Line to a Point at the Southern Extremity of the Land shown on the deposited Plans, and the Width thereof at such Southern Extremity to be Fifty-four Yards measured from the Land of the Company.

Limiting Time for

23. 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 Eight Months from the passing of this Act,

24. The

Certain Provisions of 22 & 23 Vict. c. cxxxiv. extended to Works under this Act.

24. The Provisions of the Act of 1859 comprised in Sections 71 to 81 thereof, both inclusive, with respect to the Construction of the Railway and Works thereby authorized, shall extend and apply, so far as applicable to the Company and the Works hereby authorized, in the same Manner as if the said last-mentioned Works had been authorized by and included in that Act.

Provision as to keeping Register of Shareholders in West London Company.

25. The *West London* Company and the Company may from Time to Time agree that the "Register of Shareholders," the "Shareholders Address Book" and the "Register of Transfers" required to be kept in relation to the *West London* Railway shall from and after the Dissolution of the *West London* Company be kept by and at the Expense of the Company, and upon a Day to be named in such Agreement the *West London* Company shall deliver to the Company the "Register of Shareholders," the "Shareholders Address Book," and the "Register of Transfers" relating to the Shareholders in the *West London* Railway, completely and fully entered and made up to the Day of the Delivery thereof to the Company; and such Books respectively shall, as between the Company and the Shareholders in the *West London* Company, be considered conclusive Evidence that the Persons appearing in such Books were the Shareholders in the *West London* Company at the Time of the Delivery thereof.

Providing for Dissolution of the West London Company.

26. Forthwith after the Execution of such Agreement the *West London* Company shall proceed to wind up their Affairs, and, subject to the Payment, Satisfaction, or Discharge of all the Debts, Liabilities, and Engagements (if any) of the *West London* Company not paid, satisfied, or discharged by the Company or Companies in which for the Time being the *West London* Railway shall be vested, the *West London* Company shall pay over and assign to the Company all net Monies and all other Property, Credits, and Effects belonging to or vested in the *West London* Company immediately before the Execution of such Agreement, and the same shall thereupon become vested in and shall belong absolutely to the Company, who may exercise all such Rights and Powers in relation thereto as but for their Dissolution might have been exercised in relation thereto by the *West London* Company.

Dissolution of West London Company.

27. When all the Debts and Liabilities of the *West London* Company are paid, satisfied, or discharged, and their net Monies, Property, Credits, and Effects paid over and assigned in accordance with this Act, and their Affairs wound up, and the Books relating to the *West London* Railway have been delivered to the Company in accordance with the Provisions herein-before contained, the *West London* Company shall be dissolved and wholly cease to exist.

General Saving of Rights not-

28. Notwithstanding the Dissolution of the *West London* Company, and except only as is by this Act otherwise expressly provided, everything before

withstanding Dissolution of West London Company.

before the Dissolution done, suffered, and confirmed respectively under or by any Act or Acts relating to the *West London* Company shall be as valid as if the Dissolution had not happened, and the Dissolution 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 the Dissolution had not happened, would be incident to or consequent on any and everything so done, suffered, and confirmed respectively; and with respect to all such Things so done, suffered, and confirmed respectively, and all such Rights, Liabilities, Claims, and Demands, the Company or Companies in which for the Time being the *West London* Railway shall be vested shall to all Intents represent the *West London* Company: Provided always, that the Generality of this Provision shall not be restricted by any other of the Sections or Provisions of this Act.

Provisions of other Acts continued.

29. Notwithstanding the Dissolution, all the Provisions of any and every Act of Parliament relating to the *West London* Company and their Directors, Officers, and Servants respectively, and at the Time of the Dissolution in force, shall be of the like Force as if the Dissolution had not happened, and may be exercised, enforced, and enjoyed by and against the Company or Companies in which for the Time being the *West London* Railway shall be vested, and the Directors, Officers, and Servants of such Company or Companies respectively, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against the *West London* Company and their Directors, Officers, and Servants respectively if this Act were not passed.

Conveyances, &c. to remain.

30. Notwithstanding the Dissolution, all Conveyances, Leases, Deeds, Appointments, Awards, Contracts, Agreements, Mortgages, Bonds, Covenants, Securities, and other Instruments made or entered into before the Dissolution to, with, by, or on behalf of the *West London* Company, or any Person on their Behalf, shall be and remain valid and effectual for, against, and with respect to the Company or Companies in which for the Time being the *West London* Railway shall be vested, and may be proceeded on and enforced accordingly.

Actions not to abate, &c.

31. Notwithstanding the Dissolution, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the *West London* Company before the Dissolution shall not abate or be discontinued or prejudicially affected by this Act, but on the contrary shall continue and take effect both in favour of and against the Company or Companies in which for the Time being the *West London* Railway shall be vested in like Manner to all Intents as if this Act were not passed, save only that

such

such Company or Companies shall be substituted therein for the *West London* Company.

Deposited Plans, &c. to remain with Clerks of the Peace.

32. Notwithstanding the Dissolution, all Plans and Books of Reference and all Corrections and Certificates of Correction thereof respectively deposited for the Purposes of any of the Acts relating to the *West London* Company with any Clerk of the Peace shall remain in his Custody as if they were deposited for the Purposes of this Act and according to the Provisions of the Act of the Seventh *William* the Fourth and First *Victoria*, Chapter Eighty-three, and every such Clerk of the Peace shall accordingly permit the same to be inspected and Copies thereof and Extracts therefrom to be taken.

Money paid into Bank, &c. to be applied under any Acts relating to West London Company.

33. Notwithstanding the Dissolution, in every Case in which under any Act relating to the *West London* Company any Money was before the Dissolution paid by the *West London* Company into the Bank of *England* or to any Trustee or Trustees as Purchase or Compensation Money, or on any Account, the Money, or the Stocks, Funds, or Securities in or upon which the same is from Time to Time by the Order of the Court of Chancery or otherwise invested, and the Interests, Dividends, and annual Produce thereof shall after the Dissolution be applied and disposed of pursuant to such Act: Provided always, that the Obligations under any such Act of the *West London* Company with respect to Money, Stocks, Funds, and Securities shall after the Dissolution be performed and observed by the Company or Companies in which for the Time being the *West London* Railway shall be vested.

Books, &c. continued Evidence.

34. Notwithstanding the Dissolution, all Documents, Books, and Writings by any Act relating to the *West London* Company directed or authorized to be kept, and which if the Dissolution had not happened would be receivable in Evidence, shall be admitted as Evidence in all Courts of Law and Equity and elsewhere accordingly.

Certain Provisions of 22 & 23 Vict. c. cxxxiv. extended to Payments to Shareholders in West London Company.

35. Notwithstanding the Dissolution, the several Payments directed by the One hundred and seventy-third Section of "The *West London* Extension Railway Act, 1859," to be made to the various Classes of Shareholders of the *West London* Railway Company shall be made to the Persons being Shareholders at the Time of the Dissolution, and to Persons claiming under them, and the Right to the Sums to be paid shall be transmitted and transferred (the said Sums being described by such Words as the Company shall appoint) in like Manner as Shares in the *West London* Railway Company may now be transmitted or transferred; and such Persons shall also have and exercise all the Rights and Remedies prescribed by the Forty-sixth Section of the said *West London* Extension Railway Act as if such Dissolution had not taken place; and the Provisions of "The Companies Clauses Consolidation Act, 1845," as to Registry

and Addresses of Shareholders and Certificates of Shares and Transfers and Transmissions thereof shall, so far as the same are applicable, be in force and apply with respect to the said Sums and be binding on the Company.

Interest not to be paid on Calls paid up.

36. The Company and the Four Companies respectively shall not, out of any Money by this Act authorized to be raised as Capital, or by borrowing, pay Interest or Dividend to any contributing Company or to any Shareholders on the Amount of the Calls paid by them respectively: Provided always, that this Act shall not prevent the Company and the Four Companies respectively from paying Interest on Money paid in anticipation of Calls in conformity with this Act or "The Companies Clauses Consolidation Act, 1845."

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

37. The Company and the Four Companies respectively shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining any Act authorizing the Company and the Four Companies respectively to construct any other Railway, or execute any other Work or Undertaking.

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

38. This Act or anything therein shall not exempt the Railways or the Company and the Four Companies respectively from the Provisions of any General Act relating to Railways, or to the better and more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during 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 any Act relating to the Company.

Expenses of Act.

39. All the Costs, Charges, and Expenses of and incident to the obtaining of this Act and preparatory thereto shall be paid by the Company.

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1863.