



ANNO DECIMO NONO & VICESIMO

VICTORIÆ REGINÆ.

Cap. cxxx.

An Act for authorizing the Abandonment of Parts of the authorized Lines of the *Westminster Terminus* Railway, and the making of other Lines of Railway in lieu thereof, and for reducing the Capital of the *Westminster Terminus* Railway Company; and for other Purposes.

[29th July 1856.]

WHEREAS an Act (Local) was passed in the Session of the Seventeenth and Eighteenth Years of Her present Majesty, 17 & 18 Vict. Chapter Two hundred and five, for making the *Westminster Terminus* Railway, from the Parish of *Saint John the Evangelist* in the City and Liberty of *Westminster* to *Clapham*, with a Branch to join the authorized Line of the *West End of London and Crystal Palace* Railway (in this Act called the *Crystal Palace* Railway) at *Long Hedge* Farm in the Parish of *Saint Mary Battersea*; and a Company was incorporated by the Name of the *Westminster Terminus* Railway Company for the making of that Railway with that Branch, and which Railway and Branch are in this Act called the authorized Railway, with a Capital of Four hundred and eighty

[Local.]

22 0

thousand

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18 & 19 Vict.
c. cxcviii.

thousand Pounds in Forty-eight thousand Shares of Ten Pounds each; and the Company were authorized to carry the Railway over the River *Thames* by means of a Bridge, and over the *London and South-western* Railway (in this Act called the *South-western* Railway) by means of another Bridge; and (by Section 19) it was provided, that the Powers by the reciting Act granted for the Purchase of Lands and Construction of Works should not be exercised as regards the Portion of the authorized Railway between the Points marked One Mile Six Furlongs on the Plans deposited for the Purposes of that Act and the Terminus at *Clapham*, until Parliament should have sanctioned an Extension of the authorized Railway from such Terminus to the *Crystal Palace*, or to a Junction with the authorized Line of the *Crystal Palace* Railway, in a South-easterly Direction from such Terminus: And whereas an Act was passed in the Session of the Eighteenth and Nineteenth Years of Her present Majesty, Chapter One hundred and ninety-eight, for making a Railway from the *Manor Street* Terminus of the authorized Railway in the Parish of *Clapham* to *Norwood* in the Parish of *Saint Mary Lambeth* in the County of *Surrey*, connecting the authorized Railway with the *Crystal Palace* Railway; and by that Act a Company was incorporated by the Name of "The *Westminster Terminus* Railway Extension Company, *Clapham* to *Norwood*," (in this Act called the Extension Company,) and were authorized to make and maintain that Extension Railway; and (by Section Twenty-one) it was enacted, that the Railway by that Act authorized should be deemed to be an Extension of the authorized Railway from the Terminus at *Clapham* to a Junction with the authorized Line of the *Crystal Palace* Railway in a South-easterly Direction from such Terminus, so as to be a Compliance with the Condition contained in the Nineteenth Section of the first-recited Act: And whereas it is expedient that the Company be authorized to abandon the making of the Portions by this Act authorized to be abandoned of the authorized Railway, and the making of the authorized Bridges over the River *Thames* and over the *South-western* Railway respectively, and to make, in lieu of Part thereof, the substituted Line of Railway by this Act authorized: And whereas Plans and Sections of the authorized Railway showing the Lines and Levels thereof, and also Books of Reference thereto containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in and through which the same were intended to be made, were deposited for the Purposes of the first-recited Act with the respective Clerks of the Peace for the Counties of *Middlesex* and *Surrey* and the City and Liberty of *Westminster*, and those Plans and Sections are in this Act referred to as the Plans deposited in One thousand eight hundred and fifty-four: And whereas Plans and Sections of the substituted Line of Railway
and

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and Works by this Act authorized showing the Lines and Levels thereof, and also Books of Reference thereto containing the Names of the Owners and Lessees, or reputed Owners and Lessees, and Occupiers of the Lands in and through which the same are intended to be made, have been deposited for the Purposes of this Act with the respective Clerks of the Peace for the Counties of *Middlesex* and *Surrey* and the City and Liberty of *Westminster*: Whereas it is expedient that the Name of the Company should be altered to the Name of "The *West End of London and Clapham and Norwood Junction* Railway Company:" And whereas it is expedient that Powers for enabling the Purposes of this Act to be carried into effect should be conferred on the Company: And whereas the Capital of the Company will more than suffice for their Undertaking as reduced by this Act, and it is therefore expedient that their Capital should be reduced as by this Act provided: And whereas it is expedient that some of the Powers and Provisions of the first-recited Act should be amended: And whereas, in order to avoid some Inconveniences resulting from several Local Acts relating to the same Matters being in force at the same Time, it is expedient that the first-recited Act be repealed, and that some of the Provisions thereof be re-enacted, with Amendments: And whereas the Objects of this Act cannot be obtained 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; to wit,

I. This Act may be cited for all Purposes as "The *West End of London and Clapham and Norwood Junction* Railway Act, 1856." Short Title.

II. The Words "the Company" in this Act shall mean the Company heretofore incorporated by the Name of the "*Westminster Terminus* Railway Company," and hereby continued and incorporated by the Name of "The *West End of London and Clapham and Norwood Junction* Railway Company." Interpretation of Terms.

III. This Act shall commence and have Effect on and after the Third *Wednesday* next after the passing thereof. Commencement of Act.

IV. "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," save so far as any of the Clauses and Provisions of the same respectively are expressly varied or excepted by this Act, are respectively incorporated with this Act. 8 & 9 Vict. cc. 16. 18. & 20. incorporated.

V. The

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Same Mean-
ings to Words,
&c. in incor-
porated Acts
and this Act.

V. 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 there be in the Subject or Context something repugnant to or inconsistent with such Construction.

First-recited
Act repealed.

VI. From and after the Commencement of this Act, but subject to the Provisions of this Act, the first-recited Act is by this Act and shall be repealed.

Company to
continue in-
corporated.

VII. Notwithstanding the Repeal of the first-recited Act, the Company shall continue and be as from the Time of the passing of that Act united into a Company for the Purpose of making and maintaining the Railway by this Act authorized, with all proper Works and Conveniences connected therewith, and for other the Purposes of this Act, and shall be so incorporated by the Name of "*The West End of London and Clapham and Norwood Junction Railway Company,*" and by that Name shall continue and be One Body Corporate, with perpetual Succession and a Common Seal, and with Power to purchase, take, hold, and dispose of Lands and other Property for the Purposes but subject to the Restrictions of this Act, and in all respects to put this Act into execution.

Change of
Name not to
prejudice
Rights, &c.

VIII. The Alteration by this Act of the Name of the Company shall not in any respect whatsoever prejudicially affect any Rights, Remedy, Liability, Claim, or Demand whatsoever of the Company or of any other Person.

Company to
continue en-
titled to their
Property.

IX. Notwithstanding such Repeal, the Company shall be and continue seised and possessed of and entitled to all the Lands, Buildings, Estates, Monies, Property, Effects, Choses in Action, Claims, and Demands whatsoever of or to which the Company, by virtue of the first-recited Act or otherwise howsoever, were immediately before the Commencement of this Act seised, possessed, or in any way entitled at Law or in Equity or otherwise howsoever, with the Appurtenances.

General
Saving of
Rights under
first-recited
Act.

X. Notwithstanding such Repeal and Change of Name, except only as is by this Act otherwise expressly provided, everything before the Commencement of this Act done, suffered, and confirmed respectively under or by the first-recited Act shall be as valid as if this Act were not passed; and such Repeal 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,

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Claims, and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incident to or consequent on any and every thing so done, suffered, and confirmed respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Repeal had not happened and this Act were not passed, would be incidental to or consequent on any and every thing so done, suffered, and confirmed respectively; and all such Rights, Liabilities, Claims, and Demands shall be enforceable and recoverable for or against the Company by their Name under this Act in the same Manner and to the same Extent as they would be enforceable against the Company by their original Name of Incorporation if this Act were not passed: Provided always, that the Generality of the preceding Provision shall not be restricted by any other of the Clauses and Provisions of this Act.

XI. Notwithstanding such Repeal and Change of Name, all the Provisions of any and every Act of Parliament (other than the first-recited Act) relating to the Company, and their Directors, Officers, and Servants respectively, and on the Commencement of this Act in force, shall be of the like Force and Effect as if such Repeal had not happened, and may be exercised, enforced, and enjoyed by and against the Company, and their Directors, Officers, and Servants respectively, in as full and beneficial a Manner to all Intents as the same respectively might be exercised, enforced, and enjoyed by and against them respectively if this Act were not passed.

Provisions of
other Acts
continued.

XII. Notwithstanding such Repeal and Change of Name, all Contracts, Agreements, Conveyances, Mortgages, Bonds, Liabilities, and Securities made or entered into with, to, or in favour of, or by or for or on behalf of, the Company by their original Name of Incorporation, or to which the Company were liable before the Commencement of this Act, shall, from and after the Commencement of this Act, be and remain as good and effectual in favour of, against, and with respect to the Company as if this Act were not passed, and may be proceeded on and enforced by or against the Company by their Name under this Act accordingly.

Contracts to
be valid.

XIII. Nothing herein contained shall in anywise prejudice or affect any Contracts entered into or Notices given by the Company before the passing of this Act for purchasing, taking, or using any Lands authorized to be taken for the said original Line, but every such Contract and Notice respectively shall be construed, and shall take effect, and the same Proceedings shall be had thereunder, and all Parties thereto shall be entitled to the same Rights and Remedies in respect thereof, both at Law and in Equity, as if this Act had not been passed.

Existing
Contracts
and Notices
to take Lands
not to be
affected.

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Deposited
Plans, &c.
to remain
with Clerk
of Peace.

XIV. Notwithstanding such Repeal, all Plans and Books of Reference, and all Corrections and Certificates of Corrections thereof, respectively deposited for the Purposes of the first-recited Act 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 Session of the Seventh Year of *William* the Fourth and the First Year of Her present Majesty, 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.

Actions not
to abate, &c.

XV. Notwithstanding such Repeal and Change of Name, any Action, Suit, Prosecution, or other Proceeding commenced either by or against the Company before the Commencement of this Act 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, in the same Manner to all Intents as if this Act were not passed.

Certificates
of Shares.

XVI. Notwithstanding such Repeal, but subject to the Provisions of this Act, all Certificates, Sales, Transfers, and Dispositions before the Commencement of this Act made or executed under the first-recited Act of or with respect to any Shares of the Company shall, for the Purposes of this Act, remain in full Force, and continue and be available in all respects.

Subscrip-
tions for
Shares to be
paid.

XVII. Notwithstanding such Repeal, but subject to the Provisions of this Act, the several Persons who immediately before the Commencement of this Act were Shareholders of the Company, their Heirs, Executors, Administrators, Successors, and Assigns respectively, shall pay the Amount subscribed by them respectively, or so much thereof as at the Commencement of this Act was not paid, with all Interest due or to accrue due thereon, to the Company, when and as the same is called up or otherwise demanded by the Company.

Debts to be
paid to and
by the Com-
pany.

XVIII. Notwithstanding such Repeal, all Persons who immediately before the Commencement of this Act owed any Money to the Company, or to any Person on their Behalf, shall pay the same, with all Interest (if any) due and payable or accruing for the same to the Company; and all Monies which immediately before the Commencement of this Act were owing by or recoverable from the Company, or for the Payment of which they were or but for this Act would be liable, shall be paid, with all Interest (if any) due and payable or accruing for the same, by or be recoverable from the Company.

XIX. Notwith-

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XIX. Notwithstanding such Repeal, all Resolutions, Orders, and Proceedings of General Meetings and Boards of Directors which immediately before the Commencement of this Act were binding on the Company, or their Directors, Officers, or Servants, or any of them, shall continue in full Force, and be in like Manner binding on the Company, and their Directors, Officers, and Servants accordingly.

Resolutions,
&c. con-
tinued.

XX. Notwithstanding such Repeal, all Byelaws of the Company before the Commencement of this Act made under the first-recited Act shall, for the Purposes of this Act, but not longer than Six Months after the Commencement of this Act, continue of full Force as if this Act were not passed; and such Byelaws may be enforced, and all Penalties thereunder may be recovered accordingly, and all Proceedings thereunder taken before or after the Commencement of this Act may be continued or instituted accordingly.

Byelaws con-
tinued for
Six Months.

XXI. Notwithstanding such Repeal, all Documents, Books, and Writings by the first-recited Act directed or authorized to be kept, and which if this Act were not passed would be receivable in Evidence, shall be admitted in Evidence in all Courts of Law and Equity and elsewhere accordingly.

Books, &c.
continued
Evidence.

XXII. Notwithstanding such Repeal, every Officer and Servant appointed by virtue of or acting under the first-recited Act shall hold and enjoy his Office and Employment, with the Salary thereunto annexed, and be deemed an Officer and Servant of the Company, until he be removed from such Office and Employment, and he shall have the like Power and Authority for the Purposes of this Act, and be subject to the like Power of Removal, Regulations, Pains, and Penalties, as if he were appointed under this Act.

Officers, &c.
continued.

XXIII. On and after the Commencement of this Act the Share Capital of the Company shall be Sixty thousand Pounds in Forty-eight thousand Shares of One Pound Five Shillings each.

Capital.

XXIV. Every Person who immediately before the Commencement of this Act was entitled to One Share of Ten Pounds in the Capital of the Company by the first-recited Act authorized shall on the Commencement of this Act be entitled to One Share of One Pound Five Shillings in the Share Capital of the Company by this Act authorized, and that Share of One Pound Five Shillings shall vest in him accordingly, and represent that Share of Ten Pounds in the Capital by the first-recited Act authorized; and where any Person shall have paid to the Company in respect of a Share a Sum exceeding One Pound Five Shillings before the Commencement of this

One Share of
1l. 5s. in re-
duced Capi-
tal to repre-
sent One
Share of 10l.
in original
Capital.

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this Act, he shall be entitled to an additional Share, which shall be credited with the Excess.

Such Shares to be subject to the same Trusts, &c. as now existing Shares.

XXV. Every such representing Share of One Pound Five Shillings shall, except as is by this Act otherwise provided, vest in the Shareholder entitled thereto, subject to the same Trusts, Provisions, and Liabilities as those which, immediately before the Commencement of this Act affected the Share of Ten Pounds which it represents, and so as not to revoke but to give effect to any Will or Testamentary or other Provision of or affecting the represented Share.

Amount to be paid up on representing Shares.

XXVI. Provided always, That every such representing Share of One Pound Five Shillings shall be deemed paid up to the Amount which immediately before the Commencement of this Act was paid up on the Share of Ten Pounds which it represents: Provided also, that the total Amount which the Company shall call upon the representing Shares of One Pound Five Shillings each respectively shall be the Sum of One Pound Five Shillings, less the Amount, if any, so to be deemed paid up thereon.

Fresh Certificates of Shares.

XXVII. The Certificates of the Shares created under the first-recited Act, and which shall be existing at the Time of the Commencement of this Act, shall, so soon as the Directors deem it expedient, be called in; and in lieu thereof fresh Certificates, to represent the Shares by this Act created, shall be issued by the Directors, in substitution for the existing Certificates: Provided always, that in the meantime the existing Certificates shall represent the Shares by this Act created.

Disposal of Shares representing unissued Shares.

XXVIII. Such of the Shares by this Act created as represent Shares created by the first-recited Act, and shall not be issued before the Commencement of this Act, may be disposed of by the Company at such Times and on such Terms and Conditions as they think fit.

Calls.

XXIX. Five Shillings a Share shall be the greatest Amount of a Call, and Two Months at least shall be the Interval between successive Calls; and the aggregate Amount of all the Calls in any One Year shall not exceed Three Fourths of the nominal Amount of a Share.

Power to borrow on Mortgage.

XXX. The Company from Time to Time may borrow on Mortgage any Sums not exceeding in the whole Twenty thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Sixty thousand Pounds be subscribed for, and One Half thereof be paid up.

XXXI. The

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XXXI. The Mortgagees of the Company may enforce the Payment of the Principal and Interest Monies due to them respectively upon their respective Mortgages by the Appointment of a Receiver; and the Amount to authorize a Requisition for a Receiver shall be Five thousand Pounds. Arrears may be enforced by Appointment of a Receiver.

XXXII. The Company shall not, out of any Money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of the Shares held by him: Provided always, that this Act shall not prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845." Interest not to be paid on Calls paid up.

XXXIII. The Company shall not, out of any Money by this Act authorized to be raised, pay or deposit any Sum which, by any Standing Order of either House of Parliament now or hereafter in force, is required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or execute any other Work or Undertaking. Deposit for future Bills not to be paid out of the Company's Capital.

XXXIV. All and every Part of the Money raised under this Act by Shares or by borrowing shall be applied only to Purposes by this Act authorized. Application of Monies.

XXXV. The next Ordinary Meeting of the Company shall be held within Twelve Months after the Commencement of this Act. Ordinary Meeting.

XXXVI. The Quorum of a General Meeting of the Company shall be any Number of Shareholders holding together not less than One Twentieth Part of the Capital. Quorum of General Meeting.

XXXVII. Subject to the Provisions of this Act for reducing the Number of Directors, the Number of Directors shall be Eight. Number of Directors.

XXXVIII. The Qualification of a Director shall be the Possession in his own Right of Two hundred Shares. Qualification of Directors.

XXXIX. The several Persons who immediately before the Commencement of this Act were the Directors of the Company shall remain in Office until they respectively cease according to the Provisions of this Act to be Directors: Provided always, that the Directors shall retire from Office in the same Rotation as the Rotation in which they would retire if this Act were not passed. Directors to remain in Office.

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Power to re-
duce the
Number of
Directors.

XL. The Company from Time to Time may reduce the Number of Directors to any Number not less than Three.

Quorum of
Directors.

XLI. The Quorum of a Meeting of Directors shall be Three, and Two if the Number of Directors be reduced to Three.

Newspaper
for Adver-
tisements.

XLII. The Newspaper for Advertisements shall be any Newspaper published in the County of *Middlesex*.

Portions of
authorized
Railway
which Com-
pany may
abandon.

XLIII. The Company may abandon the making of the following Portions of the authorized Railway :

Firstly, That Portion of the authorized Railway which commences at or near the Front Gates to the Entrance of the *Grey Coat Hospital* of the Royal Foundation of *Queen Anne* in *Grey Coat Place* in the Parish of *Saint John the Evangelist* in the City and Liberty of *Westminster*, passing thence from, in, through, or into the several Parishes, Townships, Extra-parochial or other Places following; that is to say, *Saint John the Evangelist* in the City and Liberty of *Westminster*, *Saint George Hanover Square* in the City and Liberty of *Westminster* in the County of *Middlesex*, *Millbank*, *Pimlico*, Bed and Shore of the River *Thames* in the Counties of *Middlesex* and *Surrey*, *Nine Elms*, and *Saint Mary Battersea*, and which terminates at the Point where the authorized Railway was intended to cross the Ditch forming the Boundary or Division between the Parish of *Saint Mary Battersea* and the Parish of *Clapham* :

And secondly, The whole of the Branch Railway forming Part of the authorized Railway which commences at a Point leading out of the Main Line of the authorized Railway, about Three Chains and Fifty Links due East from the Northern Angle of the Front of the *Albion Public House* in *Stewart's Lane* in the Parish of *Saint Mary Battersea*, and terminating by a Junction with the authorized Line of the *Crystal Palace Railway*, at or near *Long Hedge Farmhouse*, in the Occupation of *Bernard John Graham*, in the Parish of *Saint Mary Battersea*.

Company to
make Com-
pensation for
Lands con-
tracted for,
but not
taken.

XLIV. In every Case where, before the passing of this Act, any Contract was entered into or any Notice was given by the Company for purchasing any Lands which the Company were empowered to purchase for the making of any Portion by this Act authorized to be abandoned of the authorized Railway, the Company shall make to the Owners or Occupiers of and other Persons interested in such Lands full Compensation for all Injury or Damage sustained by them respectively by reason of such Purchase not being completed pursuant to such Contract or Notice, and the Amount and Application of such Compensation

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Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of the Compensation to be paid for Lands taken under the Provisions thereof: Provided always, that the Authority by this Act given for abandoning Portions of the authorized Railway shall not prejudice or affect the Right of any Owner or Occupier of any Lands which the Company are empowered to purchase for the making of such Portion to receive from the Company Compensation for any Damage occasioned by the Entry of the Company upon such Lands, or anything done by the Company thereon.

XLV. Subject to the Provisions of this Act, the Company may make and maintain in, through, and upon the Lands in that Behalf shown on the Plans and described in the Books of Reference thereto respectively deposited in One thousand eight hundred and fifty-four, and in the Lines and on the Levels shown by those Plans and the Sections thereon, such Portion of the authorized Railway as is not by this Act authorized to be abandoned, and may enter upon, take, and use such of those Lands as they think requisite for that Purpose.

Power to make Residue of authorized Railway, and to take Lands for same.

XLVI. Subject to the Provisions of this Act, the Company may make and maintain in, upon, and through the Lands in that Behalf shown on the Plans and described in the Books of Reference deposited for the Purposes of this Act, and in the Lines and on the Levels shown by those Plans and the Sections thereon, the Line of Railway by this Act originally authorized, and may enter upon, take, and use such of those Lands as they think requisite for that Purpose.

Power to make Line of Railway and take Lands for same.

XLVII. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act may be exercised within, but shall not be exercised after, the Expiration of Three Years after the Commencement of this Act.

Powers for compulsory Purchases limited.

XLVIII. The Justices, Arbitrators, Umpires, or Juries respectively who, under the Provisions of this Act, award or assess the Compensation to be made by the Company to the Owners or Occupiers of or other Persons interested in any of the Lands, the Time limited for the compulsory Purchase whereof is by this Act extended, which shall be taken or used for the Purposes of the Railway, or which may be injuriously affected by the making thereof, shall, in estimating the Amount of such Compensation, have regard to and assess Compensation for the additional Damage (if any) sustained by such Owners, Occupiers, or other Persons by reason of the Extension of Time by this Act granted.

Parties aggrieved by Extension of Time may have Compensation for additional Damage.

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Lands for
extraordi-
nary Pur-
poses.

XLIX. The Company may purchase by Agreement, for the extraordinary Purposes mentioned in the Railway Clauses Consolidation Act, any Quantity of Land, not exceeding in the whole Ten Acres.

Company not
to interfere
with Lands,
&c. of the
South-
western Rail-
way Com-
pany with-
out Consent.

L. Provided always, That the Company shall not, without in every Case the previous Consent in Writing of the *South-western* Company under their Common Seal, enter upon, take, use, or interfere with any of the Land from Time to Time belonging to or in the Possession or under the Power of the *South-western* Company, except only that Part of such Land of that Company as it shall be necessary for the Company to enter upon, take, use, or interfere with for the Purpose of making and maintaining the Works necessary for forming a Junction of the Line with the authorized *Battersea* Branch Line of the *Crystal Palace* Railway at and to the South of the Point where that Branch Railway is intended to pass under the *South-western* Railway near *Stewart's Lane* in the Parish of *Saint Mary Battersea*.

Works not
to be exe-
cuted with-
out Consent
of South-
western
Railway
Company.

LI. That notwithstanding anything in this Act, it shall not be lawful for the Company to enter upon or interfere with any such Land as last herein mentioned, or to execute any Work whatsoever thereupon, until after they shall have delivered to the *South-western* Company a full and satisfactory Plan and Drawing, with a Specification in Writing of the Works intended to be executed upon such Land, describing the Manner of executing the same, and shall have obtained from the principal Engineer of the *South-western* Company a Certificate under his Hand approving of such Plan, Specification, and proposed Manner of executing the said Works, and the same shall be executed accordingly under the Superintendence of and to the reasonable Satisfaction of the principal Engineer for the Time being of the *South-western* Company, and not otherwise, unless with the Consent in Writing of the *South-western* Company under their Common Seal: Provided always, that in case the principal Engineer of the *South-western* Company shall not approve and certify his Approval of the Plan, Drawing, and Specification furnished by the Company within One Calendar Month after the same shall have been furnished, and shall fail to furnish or point out, within such last-mentioned Period, any other Mode of executing such Works satisfactory to the Company, and the *South-western* Company shall not consent that the Company shall proceed with the Works without such Certificate as aforesaid, then it shall be lawful for the Company to submit a Plan, Drawing, and Specification to the Board of Trade for their Approval; and in case that Board shall certify in Writing their Approval thereof, the Company may proceed to the Execution of such Works according to such last-mentioned Plan, Drawing, and Specification, nevertheless under the Superintendence and to the reasonable Satisfaction of the
principal

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principal Engineer for the Time being of the *South-western* Company, and subject to the Provisions of this Act.

LII. That notwithstanding anything in this Act, the Company shall not, without such Consent of the *South-western* Company, acquire any Right or Property in any of such Lands as last herein mentioned, but only the Right, subject to the Provisions of this Act, of making the Works necessary for forming and from Time to Time repairing the intended Junction with the *Crystal Palace* Branch Railway at the Point herein mentioned, and all such Repairs shall be done under the Direction and Superintendence of and to the reasonable Satisfaction of the principal Engineer of the *South-western* Company.

Company not to acquire any Right in certain Property without Consent of *South-western* Railway Company.

LIII. Provided always, That, except as is by this Act expressly provided, this Act or anything therein shall not take away, lessen, prejudice, or alter any of the Estates, Rights, Interests, Powers, Privileges, or Authorities of the *South-western* Company:

Saving Rights of the *South-western* Company.

LIV. The Line of Railway by this Act authorized shall be the following; to wit, A Line of Railway commencing at and to the South of the Point where the Branch Railway from the Main Line of the *Crystal Palace* Railway, terminating near the South End of the Bridge in course of Erection to lead from *Chelsea* to *Battersea Park*, is intended to pass under the *South-western* Railway, near *Stewart's Lane* in the Parish of *Saint Mary Battersea*, and terminating by a Junction with the authorized Railway at the Point where the same is intended to cross the Ditch forming the Boundary or Division between the Parish of *Saint Mary Battersea* and the Parish of *Clapham*, and which Line of Railway will be wholly situate in the Parish of *Saint Mary Battersea*.

Line of Railway authorized.

LV. The Company may make and maintain all proper and necessary Works, Approaches, and Conveniences in connexion with the Railway, and so far as is necessary for the efficient working of the Railway may alter the Levels of such Portion of the authorized Railway as is not by this Act authorized to be abandoned.

Power to make Works and alter Levels of authorized Railway.

LVI. Subject to the Provisions of this Act, the Company from Time to Time may alter, divert, or stop up, either temporarily or permanently, all Turnpike and other Roads, Railways, Tramways, Footways, Aqueducts, Canals, Streams, Rivers, and Watercourses, shown on the deposited Plan, within or adjoining those Parishes and other Places, or any of them, with which it may be necessary to interfere in the Construction of the Railway and Works,

Power to interfere with Roads, &c.

[*Local.*]

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LVII. The

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As to Junction with Crystal Palace Railway.

LVII. The Company from Time to Time may, subject to the Provisions of this Act, form a Junction, and add such Stations, Side Line, and Works in connexion with the *Crystal Palace* Railway at and to the South of the Point where that Railway is intended to pass under the *South-western* Railway near *Stewart's Lane* in the Parish of *Saint Mary Battersea* as may be necessary for connecting the Railway with the *Crystal Palace* Railway, so as to allow of the Passage of Engines and Carriages from the one Railway to the other, and as may be necessary for the Reception and Accommodation of the Traffic of the respective Railways; such Junction, Stations, Side Lines, and Works to be made under the Superintendence and to the Satisfaction of the respective Engineers of the Company and the *Crystal Palace* Railway Company, and in case of Difference, then of an Engineer to be appointed by the Board of Trade.

Point for such Junction.

LVIII. The Railway shall not, without the previous Consent in Writing of the *Crystal Palace* Railway Company under their Common Seal, or of other the Owners of the *Crystal Palace* Railway, join that Railway at any Point other than the Point herein mentioned.

Bridge over Wandsworth Road.

LIX. The Company shall not, in carrying the Railway by means of a Bridge over the *Wandsworth Road* (numbered Fourteen in the Parish of *Clapham* upon the Plans deposited in One thousand eight hundred and fifty-four), being Part of the *Surrey* and *Sussex* Turnpike Roads, alter the present Level of that Road, or of the Footpaths thereof, or any Part thereof respectively, save as follows; (that is to say,) the Company may lower the present Surface of the Road and Footpaths under the Bridge Three Feet and no more, but the Inclination of the Road and Footpaths, where lowered, shall not be steeper than One Foot in Forty Feet on the Southern Side of the Bridge; and on the Northern Side of the Bridge the Surface of the Road shall be lowered for such a Distance and in such Manner as shall bring the Road out level with the present Surface of the Road at a Point on the Northern Side of the Bridge to be prescribed by the Surveyor of the Trustees of the *Surrey* and *Sussex* Roads; and the Company shall not alter the present Width of the Road or Footpath, or any Part thereof; and the Company shall leave a clear Height or Headway under the Bridge, from the Surface of every Part of the Road, of not less than Seventeen Feet; and from the Surface of the Footpaths of not less than Twelve Feet; and the Bridge shall be of such a Span as shall leave clear and untouched the whole of the present Width of the Road and Footpaths over which the same is carried; and the Bridge shall have Parapet Walls on the East Side thereof of not less than Six Feet and Six Inches in Height above the Surface of the Railway; and from the Ends of the Two Parapet Walls of the Bridge the Company shall

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shall make Four Screen Walls or close Fences, all of which shall be at least Seventy Feet in Length along the Sides of the Railway, and shall carry all Screen Walls and Fences to the same Height with the Parapet Walls respectively, (that is to say,) Six Feet Six Inches above the Surface of the Railway; and the Company shall lay down Curb Stones at the Edges of the Paths under the Bridge, and extend the Curb Stones respectively Ten Feet beyond the Bridge on both Sides thereof; and the Company shall always provide and keep lighted, at their Expense, between the Hours of Four in the Evening and Seven in the Morning from the Twenty-fifth Day of *September* to the Twenty-fifth Day of *March*, and between the Hours of Six in the Evening and Four in the Morning from the Twenty-fifth Day of *March* to the Twenty-fifth Day of *September*, in every Year, Two Gas or Oil Lamps under the Bridge, and in such Situation under the Bridge as the Surveyor approves; and the Company shall re-lay and make good, to the Satisfaction of the Surveyor, all the Drains of the Roads which may be interfered with by the Company; and all such Works shall be done by and at the Expense of the Company.

LX. The Company shall, at their own Expense, do all such Things in the way of watching, lighting, and fencing, and take all such other precautionary Measures during the Progress of any Works of the Company connected with these Roads, as are requisite for the public Safety and Convenience, and the Protection of the Roads and of the Travellers thereon, and shall be answerable for all Accidents and Damage happening by reason or in consequence of any of such Works of the Company.

As to Precautions to be observed during Progress of the Works.

LXI. The Company shall not at any Time during the Progress of any Works of the Company connected with those Roads shut up or in any way impede the public Traffic along more than One Footpath and One Half of the Width of any of those Roads at any One and the same Time; or if One Half of the Road be insufficient in Width for the free Passage of Two Carriages abreast, then no more than Fifty Yards in Length of the Road where the One Half thereof is so insufficient shall be altered or interfered with by the Company at any One Time.

Traffic on the Road not to be stopped during Progress of the Works.

LXII. No Works of the Company connected with those Roads shall be begun under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to begin such Works be left at the Office of the Clerk of the Trustees or be delivered to the Surveyor; and the opening of those Roads, or any of them, for the Purpose of making the Railway and Works, or any of them, and the re-making of

Works connected with Surrey and Sussex Roads to be under Superintendence of Road Surveyor.

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of such Roads, and all other Works of every Description connected with those Road at any Time thereafter to be done by or for the Company, shall be done under the Direction and Superintendence and to the Satisfaction of the Surveyor.

Works for crossing Wandsworth Road to be completed in Six Months.

LXIII. The Company shall complete to the Satisfaction of the Surveyor the Bridge, Road, Footpaths, Parapet Walls, Return Walls, Screen Walls, Fences, and all other Works and Things by this Act required to be made or done by the Company in connexion with those Roads, and restore and give to the Public the full Use of the Roads and Footpaths within Six Months after the Day on which the Road is first broken up or interfered with, or the User of the Road by the Public is in any way interrupted or made less convenient than heretofore.

Company to make good Damage to those Roads.

LXIV. If in making any of the Works the Company do or cause any Injury or Damage to any of those Roads, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with any of those Roads, and do not forthwith proceed to repair and make good such Injury or Damage to the Satisfaction of the Surveyor, or if by reason of the making of any of the Company's Works any Alteration of any of those Roads, or any of the Drains, Sewers, Cesspools, or Water Channels connected therewith, be in the Judgment of the Surveyor rendered necessary, then and in such Case the Surveyor may make all such Repairs and Alterations as he in his Discretion thinks fit; and all Expenses of such Repairs and Alterations shall be paid by the Company to the Trustees on Demand, or, in default of Payment for Twenty-one Days after Demand, may be recovered by the Trustees from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

If the Company fail to repair such Works, Road Trustees may repair and charge Company with the Expense.

LXV. If and so often as the Company fail to repair and keep in complete Repair, to the Satisfaction of the Surveyor, the Bridge, Walls, Screens, Fences, and other Works connected with crossing the Road or Footpaths, and if, after Notice thereof given to the Company by or on behalf of the Trustees, the Company fail for Three Days to begin such Repairs and proceed therein with all reasonable Expedition until the same be completed, the Trustees may repair and make good the same, causing as little Obstruction to the Railway in the Progress of such Repairs as may be; and all the Expenses incurred in that Behalf by the Trustees shall be paid on Demand by the Company, or, on Failure of Payment for Twenty-one Days after such Demand, the same may be recovered from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

LXVI. Pro-

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LXVI. Provided always, That the Trustees and the Company may agree with each other for the carrying of the Railway over the Road in any other Manner than is in this Act expressed, and for the making, doing, and maintaining by the Company of all such Works, Matters, and Things as may be necessary or expedient for the Purposes of this Act in connexion with the Roads; and if any such Agreement be made, it shall not be binding on the Company to do such of the Works, Matters, and Things by this Act required to be done by them in connexion with the Roads as by the Agreement the Trustees expressly dispensed with.

Alterations
with Consent
of Road
Trustees.

LXVII. Provided always, That notwithstanding this Act or anything therein, no Work shall be done by the Company in any way interfering with any Sewer, Drain, or Watercourse under the Control of the Metropolitan Board of Works, or, as the Case may be, of the Vestry or District Board of Works having Jurisdiction there; and no new Sewer, Drain, or Watercourse, or Work of Drainage, shall be made by the Company unless the same be previously approved by such Board, or Vestry, or District Board, or their Officer; and all Sewers, Drains, Watercourses, and Works of Drainage made under this Act shall be and remain subject in all respects to the Jurisdiction of such Board, or Vestry, or District Board; and whenever any Works of the Company would intersect or interfere with any Sewer, Drain, or Watercourse under the Control of such Board, or Vestry, or District Board, the Company shall, before any such Works be made, make such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations, as such Board, or Vestry, or District Board make for guarding against Injury to the Drainage of the Metropolis, or, as the Case may be, of the Parish or District.

Works af-
fecting
Sewers to be
approved by
Metropolitan
Board of
Works, Ves-
tries, and
District
Boards of
Works, &c.

LXVIII. The Railway shall be completed within Three Years after the passing of this Act, and at 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.

Period for
Completion
of Works.

LXIX. And whereas, pursuant to the Standing Orders of both Houses of Parliament and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, Consolidated Three Pounds *per Centum* Annuities, to the Value of Twenty thousand Pounds, and a Sum of Fifteen thousand four hundred Pounds in Cash, making together a Sum of Thirty-five thousand four hundred Pounds, being One Tenth of Three Fourths of the Amount of the Estimate of the Expense of the Railway by the first-recited Act authorized, were transferred and

Security for
Completion
of Railway.

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deposited with the High Court of Chancery with respect to the Application to Parliament for that Act, and the said Sum of Fifteen thousand four hundred Pounds, together with the Dividends which have accrued on the said Consolidated Annuities, have been invested in the Purchase of Consolidated Three Pounds *per Centum* Annuities; And whereas, inasmuch as Parts of the original Undertaking of the Company by the first-recited Act authorized are by this Act authorized to be abandoned, and the Estimate of the Expense of the Works by this Act authorized is the reduced Sum of Fifty thousand Pounds, One Tenth of Three Fourths of the Amount whereof is the Sum of Three thousand seven hundred and fifty Pounds: Therefore, notwithstanding anything in the recited Act of the Ninth Year of Her present Majesty, such Part of the Stock so purchased as equals in Value the Sum of Three thousand seven hundred and fifty Pounds, or the Dividends of such Stock, shall not, except upon the Execution and Deposit of such Bond, or otherwise as by this Act provided, be paid or transferred to or on the Application of the Person or Persons, or the Majority of the Persons, named in the Warrant or Order issued in pursuance of that Act, or the Survivors or Survivor of them, unless the Company, before the Period by this Act prescribed for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act and of the first-recited Act a Sum equal in Amount to such One Half of that Capital; and if that Period arrive before the Company either open the Railway for the public Conveyance of Passengers, or give such Proof to the Satisfaction of the Board of Trade, that Part of the Stock so transferred and purchased, and the Dividends thereof, shall immediately from and after the Arrival of that Period be forfeited to Her Majesty, and be paid and transferred by the Officer or Person in whose Name they shall then be deposited or invested to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*: Provided, that at any Time after the passing of this Act, if a Bond in twice the Amount of the Sum of Three thousand seven hundred and fifty Pounds be executed, with One or more Sureties (such Bond to be prepared to the Satisfaction of, and such Surety or Sureties to be approved by, the Solicitor to the Treasury), conditioned for Payment to Her Majesty, Her Heirs or Successors, of the Sum of Three thousand seven hundred and fifty Pounds if the Company do not before the Period by this Act so prescribed either open the Railway for the public Conveyance
of

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of Passengers, or prove to the Satisfaction of the Board of Trade that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of that Capital, and if such Bond be deposited with the Solicitor to the Treasury, then that Part of the Stock so transferred and purchased, and the Dividends thereof, shall be paid and transferred to or on the Application of the Person or Persons or the Majority of the Persons named in such Warrant or Order, or the Survivors or Survivor of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in that Act, Chapter Twenty, to the contrary notwithstanding, and the Monies to be recovered upon such Bond shall be dealt with under this Act as if such Bond were not so executed and deposited; and the Certificate of the Solicitor to the Treasury that such Bond is so executed and deposited, and the Certificate of the Board of Trade that such Proof has been given to their Satisfaction, shall respectively be sufficient Evidence of the Facts so certified: Provided also, that the Railway to be so opened for the public Conveyance of Passengers shall not include the Parts of the authorized Railway by this Act authorized to be abandoned.

LXX. Notwithstanding anything in the recited Act of the Ninth Year of Her present Majesty, Chapter Twenty, or any other Act, the High Court of Chancery may and shall, at any Time after the passing of this Act, on Application by the Company or on their Behalf by Petition in a summary Way, order that the Residue of the Stock so transferred and purchased, and the Dividends thereon, after deducting such Part of the said Stock as equals in Value the Sum of Three thousand seven hundred and fifty Pounds, be transferred and paid to the Company or to such Persons as the Company in that Behalf appoint; and on such Order being made, the said Residue of the said Stock, and the Dividends thereon, shall be transferred and paid to the Company or to such Persons as the Company so appoint.

Court of
Chancery to
order Trans-
fer to Com-
pany of
Balance of
Consols.

LXXI. The Company may demand and take for the User of the Railway any Tolls not exceeding the following; (that is to say,) Tolls.

With respect to the Tonnage of all Articles conveyed upon the Railway, or any Part thereof, as follows: Tonnage for Goods and Carriages.

Class 1. For all Coals, Coke, Ironstone, Iron Ore, Pig Iron, Rod Iron, Bar Iron, Sheet Iron, Hoop Iron, Plates of Iron, Slabs, Billets, and Rolled Iron, Limestone, Lime, Bricks, Salt, Sand, Fire Clay, Cinders, Slag, and Stone, Fourpence *per* Ton; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding Twopence *per* Ton:

Class

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Class 2. For all Dung, Compost, and all Sorts of Manure, and for all undressed Materials for the Repair of public Roads or Highways, and for heavy Iron Castings, including Railway Chairs, and for all Culm, Charcoal, and all Stones for building, pitching, and paving, all Tiles, Slates, and Clay (except Fire Clay), Sugar, Grain, Corn, Flour, Hides, Dyewoods, Earthenware, Timber and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, and for light Castings, and for all Cotton and other Wools, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, not exceeding Sixpence a Ton; and if conveyed in Carriages belonging to the Company, an additional Sum not exceeding Twopence a Ton;

Class 3. For every Carriage of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Company, not exceeding One Shilling and Sixpence;

And if conveyed on a Truck or Platform belonging to the Company, an additional Sum not exceeding Fourpence;

And a further Sum of Twopence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage weighs;

Tolls for
Passengers
and Animals.

With respect to Passengers and Animals conveyed in Carriages on the Railway, as follows:

Class 4. For any Person conveyed in or upon any such Carriage, not exceeding Threepence;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny:

Class 5. For every Horse, Mule, Ass, or other Beast of Draught or Burden conveyed in or upon any such Carriage, not exceeding Sixpence;

And if conveyed in any Carriage belonging to the Company, an additional Sum not exceeding Twopence:

Class 6. For every Ox, Bull, Cow, or Neat Cattle conveyed in or upon any such Carriage, not exceeding Twopence;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny:

Class 7. For every Calf, Pig, Sheep, Lamb, or other small Animal conveyed in or upon any such Carriage, not exceeding Twopence;

And if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny.

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LXXII. The Toll which the Company may demand and take for the User of Engines or other Power for propelling Carriages on the Railway shall not exceed One Third of the Sum by this Act authorized for the Use of the Railway for every Ton of Goods or other Articles, or for every Passenger or Animal, in addition to the several other Tolls by this Act authorized.

Tolls for
propelling
Power.

LXXIII. The following Provisions and Regulations shall be applicable to the fixing of such Tolls; (that is to say,)

Regulations
as to the
Tolls.

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in such Fraction; and if there be a Fraction of a Quarter of a Ton, such Fraction shall be deemed a Quarter of a Ton:

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight: With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

LXXIV. With respect to small Parcels and single Articles of great Weight, notwithstanding the Rate of Tolls by this Act prescribed, the Company may demand and take the Tolls following; (that is to say,)

Tolls for
small Par-
cels and
Articles of
great Weight.

For the Carriage of small Parcels the Company may demand any Sum which they think fit, not exceeding the Rates following:

For every Parcel not exceeding in Weight Seven Pounds, Twopence;

For every Parcel exceeding Seven Pounds, and not exceeding Fourteen Pounds, Threepence;

For every Parcel exceeding Fourteen Pounds, and not exceeding Twenty-eight Pounds, Sixpence;

For every Parcel exceeding Twenty-eight Pounds, and not exceeding Fifty-six Pounds, Ninepence;

For every Parcel exceeding Fifty-six Pounds, and not exceeding Five hundred Pounds, such Sum as the Company think proper:

Provided always, that Articles sent in large Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term applies only to single Parcels in separate Packages:

For the Carriage of any One Boiler, Cylinder, or single Piece of Machinery, or single Piece of Timber or Stone, or other single Article, the Weight of which, including the Carriage, exceeds Four Tons, but does not exceed Eight Tons, the Company may demand such Sum as they think fit, not exceeding Three Shillings a Ton:

[*Local.*]

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For

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For the Carriage of any such single Article, the Weight of which, with the Carriage, exceeds Eight Tons, the Company may demand such Sum as they think fit.

Maximum
Rates for
Passengers.

LXXV. The maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the Railway, including the Tolls for the User of the Railway, and of Carriages, and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Passenger conveyed in a First-class Carriage, Fourpence :

For every Passenger conveyed in a Second-class Carriage, Threepence :

For every Passenger conveyed in a Third-class Carriage, Twopence :

Provided always, that the Company, if they think fit, may take uniform Charges upon the whole or any Part of the Railway for the Conveyance of Passengers, but in such Case the maximum Rate of Charge for the Conveyance upon the whole or any Part of the Railway shall not exceed Fourpence for every Passenger conveyed in a First-class Carriage, Threepence for every Passenger conveyed in a Second-class Carriage, and Twopence for every Passenger conveyed in a Third-class Carriage.

Restriction
as to Charges
not to apply
to Special
Trains.

LXXVI. Provided always, That the Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train that may be required to run upon the Railway, but shall apply only to the Ordinary and Express Trains from Time to Time appointed by the Company for the Conveyance of Passengers and Goods upon the Railway.

Passengers
Luggage.

LXXVII. Every Passenger travelling upon the Railway may carry with him his Luggage, not exceeding Sixty Pounds in Weight, without being liable to make any Payment to the Company in respect of the same; and for every Article of Luggage which, with any other Luggage so carried, exceeds Sixty Pounds, the Company may demand any Sum not exceeding Twopence: Provided always, that the Company shall not be required to convey for any One Passenger more than One hundred and twenty Pounds Weight of Luggage, and the Company shall not be required to carry any Luggage which would be a Nuisance or Annoyance to any other Passenger on the Railway.

Maximum
Rates for
Animals,

LXXVIII. With respect to the Conveyance of Animals, Carriages, and Goods, the maximum Rates of Charge to be made by the Company,

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pany, including the Tolls for the User of the Railway, and Waggon Carriages, or Trucks, and locomotive Power, and every Expense incidental to and Goods. such Conveyance, shall not exceed the following Sums :

- For Animals in Class 5, Eightpence each :
- For Cattle, Threepence each :
- For Calves and Pigs, Twopence each :
- For Sheep and small Animals, One Penny Halfpenny each :
- For Carriages, One Shilling and Sixpence each :
- For Goods in Class 1, Sixpence *per* Ton :
- For Goods in Class 2, Eightpence *per* Ton.

LXXIX. Provided always, That nothing in this Act shall render it compulsory on the Company to carry on their Railway any Night-soil, Dung, Manure, Compost, or other offensive Matter.

Company not bound to carry Manure, or other offensive Matter.

LXXX. Provided always, That nothing in this Act shall prevent the Company from taking any increased Charges, over and above the Charges by this Act limited, for the Conveyance of Goods of any Description, by Agreement with the Owners or Persons in charge of such Goods, either with respect to the Conveyance of such Goods (except small Parcels) by Passenger or other Trains, or by reason of any other special Service performed by the Company in relation thereto.

Company may take increased Charges by Agreement.

LXXXI. Except as is by this Act otherwise expressly provided, this Act or anything therein shall not take away, lessen, alter, or prejudice any of the Estates, Rights, Powers, Jurisdictions, or Authorities of the Metropolitan Board of Works, or of any Vestry or District Board of Works.

Saving Rights of Metropolitan Board of Works, Vestries, and District Boards.

LXXXII. Provided always, That, except as is by this Act expressly provided, this Act or anything therein shall not take away Powers, lessen, prejudice, or alter any of the Estates, Rights, Interests, Privileges, or Authorities of the *Crystal Palace* Railway Company and the Extension Company, or either of them.

Saving Rights of Railway Companies.

LXXXIII. Nothing in this Act contained shall authorize the Company to take any Part of the Land and Premises of *William Stephenson Scholey* Esquire, numbered 36A, in the Parish of *Clapham*, in the Plans deposited as aforesaid in One thousand eight hundred and fifty-four, nor shall the Line of Railway or any of the Works connected therewith approach within Ten Feet of the Boundary Wall of such Land and Premises without the Consent in Writing of the said *William Stephenson Scholey* Esquire first had and obtained for that Purpose.

Not to take Lands, &c. of W. S. Scholey, Esq. without Consent.

LXXXIV. This

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Railway not
exempt from
Provisions of
present and
future Gene-
ral Acts.

LXXXIV. This Act or anything therein shall not exempt the Railway from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Tolls and Charges by this Act authorized, or of the Rates for small Parcels.

Expenses of
Act.

LXXXV. All the Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act and the first-recited Act shall be paid by the Company.

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