



ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. clxxvii.

An Act for enabling the *London, Chatham, and Dover* Railway Company to extend their Railway Communications to the Metropolis; and for other Purposes connected with their Undertaking.

[6th August 1860.]

WHEREAS by "The *East Kent* Railway Act, 1853," a Com- 16 & 17 Vict.
 pany was incorporated by the Name of the *East Kent* Rail- c. cxxxii.
 way Company (but now by virtue of the "*London, Chatham,* 22 & 23 Vict.
and Dover Railway Act, 1859," styled the *London, Chatham, and Dover* c. liv.
 Railway Company, and herein-after referred to as "the Company"), for
 the Purpose of constructing a Railway from *Strood* to *Canterbury*, with
 Branches to *Faversham* Quays and *Chilham*: And whereas by "The 18 & 19 Vict.
East Kent Railway (Extension to *Dover*) Act, 1855," (after reciting c. clxxxvii.
 that the Railway by the first-mentioned Act authorized was intended to
 form a Portion of a direct Line of Railway between *London* and *Dover*
 by *Canterbury*, and between *London* and Ports and Places on the
 Eastern Coast of *Kent*,) the Company were authorized to extend their
 Line of Railway from *Canterbury* to *Dover*, and to make Branch Rail-
 ways or Tramways to connect such Extension Railway with the
 Admiralty Pier at *Dover* and *Dover* Harbour: And whereas by "The 21 & 22 Vict.
 [Local.] 29 Y *East* c. cvii.

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East Kent Railway (Western Extension) Act, 1858, the Company were authorized to construct a Railway (therein called the Western Extension) from the *East Kent Railway* at or near *Strood* to join the authorized Line of the *Mid-Kent Railway (Bromley to Saint Mary's Cray)*, and to raise further Monies by the Creation of Shares and by borrowing, with the Option (which Option they have exercised) of charging those Monies on the Western Extension alone, and by the same Act the Company were empowered to use and run over the Lines of the *Mid-Kent Railway (Bromley to Saint Mary's Cray)* Company and of the *West End of London and Crystal Palace Railway Company* (herein-after called the *Crystal Palace Railway Company*): And whereas the Company have completed and opened for public Traffic the Railway from *Strood* to *Canterbury* by the firstly recited Act authorized, and are proceeding with the Construction of the Remainder of the Railways by the recited Acts authorized: And whereas the *London, Brighton, and South Coast Railway Company* (herein-after called the *Brighton Company*) have become the Purchasers of the whole of the Lines of the *Crystal Palace Railway Company*, except the Extension of their Railway to *Farnborough* (herein-after called the *Farnborough Extension Railway*), and the Company having obtained by the said last-recited Act running Powers over that Extension Railway have since agreed (subject to the Approval of Parliament) for the Purchase thereof: And whereas the Construction of Lines of Railway (Nos. 1. and 2.) from the *Farnborough Extension Railway* to *Herne Hill* in the Parish of *Lambeth* in the County of *Surrey*, thence into the City of *London*, there communicating by means of the proposed Junction Railways in connexion with the intended Railway No. 2. with the *Metropolitan Railway*, and diverging to *West Smithfield*, would not only afford the most direct and independent Railway Communication between *Dover*, the Eastern Parts of *Kent*, and the Ports and Places and Government Establishments therein, and the Centre of the Metropolis, but would also, by means of the *Metropolitan Railway*, the *Great Northern Railway*, and the *Great Western Railway*, afford direct and uninterrupted Railway Communication between the North, the West, and the South-east of *England*, and would be of national Importance and of great public and local Advantage: And whereas the Construction of the proposed Railway (No. 1.) from the *Farnborough Extension Railway* to *Herne Hill*, and of a Railway (No. 3.) in continuation of that Line, so as to afford Access to the *Victoria Station* and *Pimlico Railway*, would ensure to *Dover, Kent*, and the aforesaid Government Establishments a direct Communication with the Western and Southern Parts of the Metropolis, the *Great Western Railway*, and the *London and North-western Railway*, and the Districts traversed by those Railways, and would be of national Importance and of great public and local Advantage: And whereas the Construction of a Junction Railway to connect the intended Railway (No. 3.) with the intended

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intended Railway (No. 2.) would be of great public and local Advantage: And whereas the Construction of Two Junction Railways to connect the intended Railway (No. 1.) with the Railways of the *Brighton* Company would be of public Advantage: And whereas the Construction of Two Junction Railways to connect the intended Railway (No. 3.) with the *London and South-western* Railway would be of public Advantage: And whereas the Company are willing, at their own Expense, to construct such Railways and Junction Railways as aforesaid, if authorized so to do: And whereas Plans and Sections showing the Situation, Lines, and Levels of the intended new Railways, Junction Railways, and the Lands proposed to be taken or which may be required to be taken for the Purposes thereof, and Books of Reference to those Plans containing the Names of the Owners and Lessees or reputed Owners and Lessees and of the Occupiers of those Lands respectively, have been deposited with the respective Clerks of the Peace for the several Counties of *Kent*, *Surrey*, and *Middlesex*: And whereas, in compliance with the Standing Orders of each House of Parliament, the several Plans, Sections, and other Documents heretofore required to be deposited with the Parish Clerks of Parishes in *England* (and to which Case the Provisions of "The Railways Clauses Consolidation Act, 1845," are adapted) are now, as regards certain Metropolitan Parishes, required to be deposited in some Cases with the Vestry Clerk of the Parish and in other Cases with the Clerk of the District Board of Works for the District in which the Parish is included: And whereas it is expedient to authorize Contracts and Arrangements with reference to the working of the Railways, and the other Purposes herein-after mentioned, between the Company of the one Part, and the *Great Northern* Railway Company, the *Great Western* Railway Company, the *Metropolitan* Railway Company, and the *Victoria Station and Pimlico* Railway Company, or any One or more of them, on the other Part: And whereas it is expedient to authorize Contracts and Arrangements with reference to the Construction of Works and the other Purposes herein-after mentioned between the Company on the one Part, and the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, and any District Boards of Works in the Metropolis, or any One or more of those Bodies, on the other Part: And whereas, with a view to ensure speedy and uninterrupted Communication between *London* and other Parts of *England* traversed by the Railways of the Company and the Railways communicating or which will communicate therewith and the Continent of *Europe*, it is expedient and would be for the public Advantage that the Company should be empowered to purchase, hire, or provide and work Steam Vessels, Wharves, Quays, and Jetties or Piers in connexion with their Railways, or to contribute towards the Funds of any Steam-boat Companies willing to work their Vessels in connexion with those Railways, and to make Contracts with such Companies for those Purposes: And
whereas

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whereas it is expedient that the Company should be authorized to raise Money for the Purposes aforesaid: And whereas the Objects before mentioned cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title. I. This Act may be cited for any Purpose as "*London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.*"

8 & 9 Vict. cc. 18. & 20. incorporated. II. "The Lands Clauses Consolidation Act, 1845," and "The Railways Clauses Consolidation Act, 1845," shall (except in so far as the Provisions of those Acts are expressly varied or excepted by this Act) be incorporated with and form Part of this Act.

Interpretation of Terms. III. In construing this Act, and, in connexion with this Act, the Acts and Parts of Acts incorporated herewith, the following Words, Terms, and Expressions have the respective Meanings herein-after assigned to them, unless there be something in the Subject or Context repugnant to or inconsistent with such Construction; that is to say,

The Expression "the Special Act" means this Act:

The Expression "the Company," and the Expression "the Promoters of the Undertaking," respectively mean the *London, Chatham, and Dover Railway Company*:

The Expression "Superior Courts" includes all Courts of competent Jurisdiction:

The Expression "lawful Interest," and all analogous Expressions, respectively mean Interest at the Rate of Five Pounds *per Centum per Annum*:

The Expression "the Railway," and the Expression "the Metropolitan Extensions," respectively include all the Railways, Bridge, Stations, and other Works by this Act authorized to be constructed:

The Word "Lands" includes Easements, Interests, Rights, and Privileges in, over, or affecting Lands:

The Word "Traffic" includes all Passengers and Luggage, Animals, Goods and Merchandise, and other Articles, Matters, and Things, and also Carriages, Waggons, and Trucks adapted for running on the Railway:

The Expression "Short Traffic" means all Traffic passing over the City Section and the West End Section of the Railways, or either of those Sections, or any Part thereof, but not passing on the same Occasion over any Part of the *Beckenham* Section of the Railway:

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The Expression "Through Traffic" means all Traffic passing over the *Beckenham* Section of the Railway, whether the same does or does not pass on the same Occasion over all or any Part of either of the other Sections of the Railway :

The Word "Sheriff," with respect to Lands or Works in the Borough of *Southwark*, means the High Bailiff of that Borough, and includes his legally competent Deputy, and excludes the Sheriff of the County of *Surrey* and his Under Sheriff and other Deputies :

The Term "Steam Vessels" includes Ships, Vessels, and Boats of all Kinds navigated wholly or in part by Steam :

The Expression "the Admiralty" includes the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, and the Commissioners for executing the Office of Lord High Admiral :

The Expression "the Metropolis" has the Meaning given to that Expression by the Public General Act, 18 and 19 *Victoria*, Chapter 120.

IV. In construing, in connexion with this Act, "The Railways Clauses Consolidation Act, 1845," the Term "Parish Clerks" in that Act shall, as regards those Parishes in which, by the Standing Orders of each House of Parliament, Plans, Sections, and other Documents are now required to be deposited with the Vestry Clerk of the Parish, or with the Clerk of the District Board of Works for the District in which the Parish is included, mean, in the first Case, the Vestry Clerks of those Parishes, and in the second Case the Clerks of those District Boards.

Construction of certain Terms in 8 & 9 Vict. c. 20. as to Deposit of Plans, &c.

V. Subject to the Provisions and Powers of Deviation in this Act and the incorporated Acts contained, the Company may make the Railways and Works by this Act authorized in the Lines and according to the Levels defined upon the Plans and Sections and upon the Lands delineated on the Plans and described in the Books of Reference deposited as aforesaid, and the Company may enter upon, take, and use such of those Lands as they think necessary for the Purposes of this Act.

Power to construct Works.

VI. The Railways and Works by this Act authorized (and included under the general Name of "the Metropolitan Extensions") comprise the following Railways and Works; that is to say,

Description of Works.

The *Beckenham* Section.

A Railway (No. 1.) commencing in the Parish of *Beckenham* and County of *Kent* by a Junction with the *Farnborough Extension* Railway at or near the Bridge carrying it over a Stream Ten Chains or thereabouts to the North-eastward of the *Penge* Station on that Railway, and terminating at *Herne Hill* in the Parish of *Lambeth*

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and County of *Surrey* at or near the North-east End of *Herne Hill*; together with Two Junction Railways in connexion with the intended Railway (No. 1.); the First commencing from that Railway in the said Parish of *Beckenham* at a Point Eight Chains and a Half or thereabouts to the Northward of the Centre of the Bridge carrying the Down Line of the *Brighton* Company's Branch to the *Crystal Palace*, over the Main Line of the *London, Brighton, and South Coast* Railway (herein-after called the *Brighton* Railway), and terminating in the Hamlet of *Penge* in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, by a Junction with the *Brighton* Railway at a Point Twelve Chains or thereabouts to the Southward of the Bridge carrying that Railway over the *Penge* Road; the Second commencing in the said Hamlet of *Penge*, by a Junction with the *Brighton* Railway on the North Side of and near to the last-mentioned Bridge, and terminating by a Junction with the intended Railway (No. 1.) in the said Parish of *Beckenham* about Midway between *Springfield Road* and *Crescent Road* there.

The City Section.

A Railway (No. 2.) commencing at the before-described Termination at *Herne Hill* of the intended Railway (No. 1.) by a Junction with that Railway, and terminating in the Parish of *Saint Sepulchre* and City of *London* at or near *Brazier's Buildings* and on the Eastward Side of *Farringdon Street*, with a Bridge in the Line of the intended Railway (No. 2.) for carrying the same over the River *Thames* at *Blackfriars*; together also with Two Junction Railways in connexion with the intended Railway (No. 2.), the First commencing from that intended Railway in the Parish of *Saint Bride* and City of *London* on the North Side of *Ludgate Hill* near the Junction of *Ludgate Hill* and *Farringdon Street*, and terminating in the Parish of *Saint Sepulchre* in the County of *Middlesex* by a Junction with the *Metropolitan* Railway at or near the authorized Terminus thereof at or near the Junction of *Victoria Street* and *West Street*; and the Second commencing from the First in the Parish of *Saint Sepulchre* and City of *London* at or near the Junction of *Skinner Street* and *Snow Hill* opposite the End of *Sea Coal Lane*, and terminating in the same Parish in or near *West Smithfield*.

The West End Section.

A Railway (No. 3.) commencing at the before-described Termination at *Herne Hill* of the intended Railway (No. 1.) by a Junction with that Railway, and terminating in manner herein-after provided in the Parish of *Saint Mary, Battersea*, and County of *Surrey*, by a Junction with the Line of Railway belonging to the *Brighton* Company, and leading to the Line and Station of the *Victoria* Station
and

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and *Pimlico* Railway Company; together with Three Junction Railways in connexion with the intended Railway (No. 3.); the First commencing from that Railway in the said Parish of *Saint Mary, Battersea*, in the Field adjoining to and on the South Side of the *Crystal Palace* Railway at *Stewart's Lane*, and Twenty-one Chains or thereabouts South of the Bridge carrying the *London and South-western* Railway over *Stewart's Lane*, and terminating in the same Parish by a Junction with the Main Line of that Railway at a Point Ten Chains or thereabouts North-east of that Bridge; the Second commencing in the same Parish by a Junction with the intended Railway (No. 3.) at or near the Commencement of the First, and terminating in the same Parish by a Junction with the Main Line of the *London and South-western* Railway at or near the Centre of the Bridge carrying that Railway over another Road, Twenty-six Chains or thereabouts South-west of the said Bridge over *Stewart's Lane*; and the Third commencing in the Parish of *Saint Mary, Lambeth*, and County of *Surrey*, on the East Side of *Manor Rise, Brixton Road*, on the South of and near to *Cumberland Place*, and there joining the intended Railway (No. 3.), and terminating in the same Parish by a Junction with the intended Railway (No. 2.) in or near the Northern End of a corner Field abutting on *Cold Harbour Lane*, and lying in the Angle formed by the Junction of that Lane and *Loughborough Road* at the End of *Poplar Walk*.

VII. The Quantity of Land to be purchased by the Company under the Authority of this Act for extraordinary Purposes, as defined in "The Railways Clauses Consolidation Act, 1845," shall not exceed Eight Acres, and shall be Land adjoining or near to the Railway.

Land for extraordinary Purposes.

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

Powers for compulsory Purchases limited.

IX. The Company shall have the Right to join the Railway belonging to the *Brighton* Company in the Parish of *Saint Mary, Battersea*, which forms or is intended to form a continuous Line with the Railway belonging to the *Victoria* Station and *Pimlico* Railway Company at any Point within the Limits of Deviation laid down on the Plans deposited as aforesaid, at or South of the Point of Junction laid down on those Plans: Provided that if the *Brighton* Company object to the Point of Junction which may be selected by the Company, and the Two Companies cannot agree in relation thereto, such Point of Junction, and the Mode of effecting the same, shall be settled by an Arbitrator to be appointed by the Board of Trade, on the Application of either of the Companies, and the Decision of such Arbitrator shall be final, and the

Provision for Junction of Railway No. 3. and Access to *Victoria* Station and *Pimlico* Railway.

Brighton

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Brighton Company shall afford all such reasonable Facilities for making such Junction as, in case of Difference, may be required by an Arbitrator appointed by the Board of Trade.

Company to have Right of User of the Line of Brighton Company between certain Points.

X. The Company shall, without Prejudice to existing Rights and Agreements, have the Right to use the Railway of the *Brighton* Company from the Junction therewith in the Parish of *Saint Mary, Battersea*, hereby authorized, to the *Victoria* Station and *Pimlico* Railway, for the Passage of their Engines, Carriages, Waggon, and Trucks of all Descriptions thereon, and the Conveyance thereby of Passengers, Animals, Goods, Wares, and Merchandise, on such Terms and Conditions, or at such annual Payment in respect of the User of the said Portion of Railway, as the Companies may agree upon, the Amount of such Payment, in the event of Difference between the Companies, to be settled by an Arbitrator to be appointed by the Board of Trade, on the Application of either of them, due Reference being had to all the Circumstances of the Case, and to be open to Revision at the End of Five Years and of each succeeding Period of Five Years.

Extending previous Provisions to Line of West London Extension Railway, if made.

XI. If the Powers of the *West London Extension* Railway Company to make that Portion of their Main Line defined in the 59th Section of "The *London, Brighton, and South Coast* Railway Act, 1860," shall come into operation, then all the Provisions of this Act as to the Junction with the Railway of the *Brighton* Company in the Parish of *Saint Mary, Battersea*, and the User thereof from such Junction to the *Victoria* Station and *Pimlico* Railway, shall apply to that Part of the said Portion of Main Line to be made by the *West London Extension* Railway Company between the Junction and the Termination of the said Main Line, and the User thereof, in the same Manner as if the same were therein named instead of the said Railway of the *Brighton* Company, and as if the *West London Extension* Railway Company were therein named instead of the *Brighton* Company.

Provision as to Interruption of Traffic.

XII. In case of any Interruption of Traffic by any or either of the said Companies, contrary to the Provisions of this Act, or any Dispute as to the Mode of conducting the Traffic, it shall be lawful for the Board of Trade, on the Application of any or either of them, to interpose between the said Parties, and make such Order from Time to Time upon any of the said Companies, for the Observance of this Act, as they shall think proper; and in case any of the said Companies shall fail to abide by and observe any such Order so to be made as aforesaid, such Company shall forfeit any Sum not exceeding One hundred Pounds for every Day on which such Company shall fail to abide by and observe any such Order.

XIII. And

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XIII. And whereas the Railway will traverse certain Estates of the Governors of *Alleyn's College* at *Dulwich*, and with reference thereto certain Articles of Agreement bearing Date the Sixteenth Day of *April* One thousand eight hundred and sixty, between the Company of the one Part, and the several Persons whose Names and Seals are thereunto subscribed and affixed, being respectively "Governors of *Alleyn's College* at *Dulwich*," of the other Part, have been made and entered into: Therefore those Articles shall be and the same are hereby confirmed and declared to be binding on the Company and on the Governors of the said College.

Confirming Agreement with Governors of Dulwich College.

XIV. And whereas the Railway will traverse certain Land belonging to the Parsonage House of the District Parish of *Emmanuel, Camberwell*, and with reference thereto a Deed of Covenant between the Company of the First Part, the Reverend *Edward Abercrombie Wilkinson* and *Octavius Robert Wilkinson* of the Second Part, and the Reverend *Henry Algernon Baumgartner* of the Third Part, has been made and entered into: Therefore that Deed shall be and is hereby confirmed as against the Company.

Confirming Deed for Protection of Emmanuel Parsonage Lands.

XV. The Company shall cover in the proposed Cutting in which the Railway No. 1. is intended to be made, from the Eastern End of the Tunnel in the Parish of *Beckenham*, shown on the deposited Plans and Sections of the Railway, to the Point at which the Railway No. 1. is to be carried by a Bridge under the *London, Brighton, and South Coast* Railway, and shall not make within the Limits of the *Laurie Park* Estate any permanent Shaft or other Opening for the Ventilation of the Railway: Provided always, that if the Second Junction Railway or Branch of the *Beckenham* Section be made, the Company shall not be bound to cover in the Cutting between a Point on the Railway (No. 1.) distant Two hundred and twenty-seven Yards from the Eastward End of the said Tunnel and the Westward Side of the Road numbered on the said Plans 56. in the Parish of *Saint Mary, Battersea*, and Hamlet of *Penge*.

Cutting in Laurie Park to be covered in.

XVI. The First and Second Branches of the *Beckenham* Section of the Railways shall not nor shall either of those Branches be made, nor shall any of the Lands or Property of the *Brighton* Company be taken, used, entered upon, or interfered with, for any of the Purposes of those Branches or of either of them, without in every Case the previous Consent of the *Brighton* Company in Writing under their Common Seal, and then only on such Terms and Conditions as the Company and the *Brighton* Company from Time to Time agree upon.

Branches to Brighton Company's Line not to be made without Consent.

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Traffic on Brighton Railway not to be obstructed.

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

Restricting the taking of Lands of Brighton Railway Company.

XVIII. Nothing in this Act contained shall authorize the Company to alter the Level of the *Brighton* Railway or of the *Crystal Palace* Railway, or, without the Consent in Writing of the *Brighton* Company under their Common Seal for that Purpose first had and obtained, to take or enter upon any of the Lands or Works of the *Brighton* Company, or to alter, vary, or interfere with the *Brighton* Railway or *Crystal Palace* Railway, or any of the Works thereof respectively, further or otherwise than is necessary for the Construction of the Railways and Works as by this Act authorized.

As to Bridges under Brighton Railway and over Crystal Palace Railway.

XIX. The Two Bridges for carrying the Railway under the *Brighton* Railway and the *Crystal Palace Branch* Railway, and the Bridge for carrying the Railway over the *Crystal Palace* Railway and the *Battersea Alteration*, authorized by the *London, Brighton, and South Coast* Railway Act, 1860, shall be respectively so constructed and maintained as not to interfere with, obstruct, or impede the *Brighton* Railway, the *Crystal Palace Branch* Railway, or the *Crystal Palace* Railway, or the Traffic thereon respectively, or the Construction, Maintenance, and Use of the said *Battersea Alteration*.

Maintenance of Bridge and Works over Brighton Company's Line.

XX. The Company shall at all Times maintain all Bridges over or under any Railway of the *Brighton* Company in complete and substantial Order and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Brighton* Company; and if and whenever the Company fail so to do, the *Brighton* Company may make and do, in and upon as well the Lands of the Company as their own Lands, such Works and Things as the *Brighton* Company may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company, and in default of full Repayment the Amount due may be recovered, with full Costs, by the *Brighton* Company from the Company, in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *Brighton* Company with reference to any Matter comprised in or referred to in this Section or in any other Section of this Act, the Matters in dispute shall from Time to Time

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Time be decided by an Engineer to be appointed by the Board of Trade, on the Application of either Company.

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

Company to pay to Brighton Company Expenses of Watchmen.

XXII. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of forming or maintaining the intended Railways or any of them, or any Works connected therewith, acquire any Ownership of or in any Land or Property of the *Brighton* Company, but only such an Easement as shall be sufficient to enable the Company to form and maintain and use the intended Railways or any of them under the *Brighton* Railway, or under or over the *Crystal Palace* Railway, or *Battersea Alteration*, and so as to form and maintain such Junction or Junctions; and the Company shall not, for the Purpose of forming or maintaining any Railway, interfere with the *Brighton* Railway, or *Crystal Palace* Railway, or *Battersea Alteration*, or any of the Land or Works of the *Brighton* Company, or execute any Work whatsoever under, over, or in any way affecting the same respectively, until they shall have delivered to that Company full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed under, over, or affecting the *Brighton* Railway, or the *Crystal Palace* Railway, or *Battersea Alteration*, and the Land and Works thereof respectively, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works, and Materials to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved in Writing under his Hand by the principal Engineer of the *Brighton* Company, or, in the event of his failing to approve the same within One Month, until the same shall have been so examined and approved, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade, and the same Works shall be executed according to such approved Plans, Drawings, and Specifications, to the reasonable Satisfaction of the principal Engineer for the Time being of the *Brighton* Company, or in the event of Difference to that of an Arbitrator to be appointed by that Board.

Not to interfere with Brighton Railway without Consent.

XXIII. Not-

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Company to pay all Damages sustained by Brighton Company.

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

Qualified Repeal of 16th Section of "East Kent Act, 1858."

Repeal of Sections requiring Brighton Company to give Facilities to Company's Traffic.

No Part of the Land to be used for the Metropolitan Market to be taken without Consent.

Streets in the City not to be taken without Consent of Commissioners of Sewers.

Land belonging to the Bridge House Estate not to be taken.

XXIV. After the Expiration of the Agreement of the Twelfth of *April* One thousand eight hundred and fifty-eight, referred to in the Sixteenth Section of "The *East Kent* Railway Western Extension Act, 1858," the said Section shall be and the same is hereby repealed, so far as the same relates to the *West End of London and Crystal Palace* Railway.

XXV. The Sections of The *London, Brighton, and South Coast* Railway Company's Act, 1859, numbered respectively 24 and 25, are hereby repealed.

XXVI. Nothing in this Act contained shall authorize or empower the Company to take or use for the Purposes of any of the Railways any Part of the Land to be used for the intended Metropolitan Meat and other Markets at *Smithfield*, or the Approaches thereto, without the previous Consent in Writing of the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, signed by the Town Clerk of the City of *London* for the Time being.

XXVII. Nothing in this Act contained shall authorize or empower the Company to take or use for the Purposes of any of the Railways any Part of *New Bridge Street, Farringdon Street*, or any other Street or public Way within the City of *London* or the Liberties thereof, without the previous Consent in Writing of the Commissioners of Sewers of the City of *London* and the Liberties thereof, signed by their Clerk.

XXVIII. Nothing in this Act contained shall authorize or empower the Company to purchase and take the Piece of Land in the Parish of *Lewisham* in the County of *Kent* belonging to the Corporation of *London* as Trustees of the Bridge House Estates, marked No. 17. in the deposited Plans, but the Company may tunnel under the said Piece of Land, paying to the Mayor and Commonalty and Citizens of the City of *London* as such Trustees Compensation for so doing.

XXIX. In

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

XXIX. In constructing the Railway the Company shall not have Power to deviate from the Main Line of the Railway as shown in the Plans deposited in Parliament opposite the School for Orphans of Freemen of the City of *London*, the *London Almshouses*, and *Rogers' Almshouses* in *Shepherd's Lane, Brixton*, in the County of *Surrey*, nor to take or use for the Purposes of the Railway any Part of *Shepherd's Lane* aforesaid.

Line of Railway not to be deviated opposite the Orphan School.

XXX. By way of Compensation to the Metropolitan Board of Works for any Deterioration in the Value of the Sites of Land not taken by the Company, but for which the Board for any of the Purposes of "The *Covent Garden Approach*" and "*Southwark and Westminster Communication Act, 1857*," (in this Act called the *Southwark Street Act*,) shall have taken or agreed to take, or shall have given Notice of their Intention or be liable to take, and also by way of Compensation to the Board for all Damage or Injury occasioned to them in relation to the new Street proposed to be made under that Act, by the Execution of the Works of the Railway, the Company, before they take possession of any of those Lands numbered on the Plans deposited for the Purposes of the *Southwark Street Act*, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, and being within the Limits of Deviation shown upon the Plans deposited for the Purposes of this Act, shall pay to the Board the full Amount of all Compensation paid or payable by the Board for or incident to the same, and of all the Costs and Expenses of the Board of and incident to the purchasing or taking by them of the same; and with regard to the Amount of Compensation, Costs, and Expenses paid or payable by the Board of and incident to the purchasing or taking such Lands as are numbered on the Plans deposited for the Purposes of the *Southwark Street Act*, 3, 5, and 12, but which Lands so numbered are not wholly within the Limits of Deviation shown upon the Plans deposited for the Purposes of this Act, the Company shall pay to the Board in respect of the Portions of such Lands as are contained within the Limits of Deviation such Proportion of the Compensation, Costs, and Expenses of and incidental to the purchasing or taking such Lands so numbered as last mentioned as may be agreed upon between the superintending Architect of the Board and the Surveyor appointed by the Company, or, in the event of such superintending Architect and Surveyor not being able to agree upon such Apportionment, then such a Sum as may be determined upon by Mr. *John Clutton* of *Whitehall Place*, or, in the event of his being unable or unwilling to act, such a Sum as may be determined upon by an Umpire to be appointed by the President of the Board of Trade; and in determining such Apportionment of the Compensation, Costs, and Expenses to be paid to the Board by the Company, in respect of the last-mentioned Lands, regard shall be had to the Position of the Portions so to be paid for, as compared with those that will remain the Property of the Board, and such Parts of the Lands so required to be purchased or

For Protection of Metropolitan Board of Works and Southwark Improvements.

[*Local.*]

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paid

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

paid for by the Company as are to form Part of the Footways and Carriageways of the intended new Street to be there made by the Board, as shown by the Plans deposited for the Purposes of the *Southwark Street Act*, as far as the same shall be then vested in the Board, shall remain vested in them for the Purposes of that Act, and so far as the same shall not be then vested in the Board shall be conveyed to them for the Purposes of that Act, without Payment or Compensation to the Company or Charge to the Board.

As to Footways and Carriageway.

XXXI. The Footways and Carriageway and Substructure of the intended new Street to be made by the Board in the Lands so to remain vested in or to be conveyed to them shall be made by the Board, at their own Expense, according to the Provisions of the *Southwark Street Act*.

Buildings on Lands fronting Street to be approved by Board of Works.

XXXII. With respect to such of the Lands so purchased or paid for by the Company, and being within the Limits of Deviation shown upon the Plans deposited for the Purposes of this Act, as shall not remain vested in or be conveyed to the Board, and shall not be used by the Company for the Purposes of the Railway, all Houses and other Buildings from Time to Time erected thereon, and fronting the intended new Street, shall, as to the Elevation or Frontage thereof to the intended new Street, be of an average Character with the rest of the Street, to be approved by the superintending Architect of the Board.

Monies to be paid to Treasurer.

XXXIII. All Monies payable by the Company to the Board shall be paid to the Treasurer of the Board, and the Receipt of the Board under their Common Seal shall be a sufficient Discharge to the Company for any such Monies.

Company to give Notice to Board of their Intention to take certain Lands.

XXXIV. The Company shall be bound to give Notice to the Metropolitan Board of Works, within Six Months from the passing of this Act, of their Intention to take the Lands numbered on the Plans deposited for the Purposes of the *Southwark Street Act*, 3, 5, 12, 13, 14, 17, 18, 19, 20, 21, 22, 23, 24, 25, and 26, and herein referred to, and they shall, within Twelve Months from the passing of this Act, pay to the Treasurer of the Board the Amount of all Compensation, Costs, and Expenses payable to the Board for and incident to the same, as herein provided; or the Board shall be at full Liberty to let or sell such Lands herein referred to, and to proceed with the Formation and Completion of the new Street as if this Act had not passed.

Mode of effecting Communications with Metropolitan Railway.

XXXV. All Communications between the Railway hereby authorized and the *Metropolitan Railway* shall be effected in a substantial Manner, by means of connexion Rails and Points of the Construction and laid in the Manner which the Engineer for the Time being of the *Metropolitan Railway*

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Railway Company may from Time to Time approve and require, and shall be executed to his Satisfaction in all respects: Provided always, that in case of Difference between such Engineer and the Engineer of the Company, with respect to any Works for effecting such Communications, the same shall be determined by an Engineer to be appointed by the Board of Trade.

XXXVI. The Expenses of the Communications hereby authorized with the *Metropolitan* Railway, and of all the necessary Openings in the Rails thereof, and of all other Works which may from Time to Time be requisite for effecting, altering, and amending such Communications, and for repairing and maintaining such Rails and Points, shall be borne and paid by the Company; and all such Communications, Openings, and Works shall be in the first instance made, and be afterwards from Time to Time altered, amended, repaired, and maintained, under the Direction and Superintendence and to the Satisfaction of the Engineer for the Time being of the *Metropolitan* Railway Company, and in such Manner and by such Ways and Means respectively as shall not injure the *Metropolitan* Railway, or impede or interfere with the free, uninterrupted, and safe Passage along the same.

Expenses of Communications to be borne by the Company.

XXXVII. The *Metropolitan* Railway Company may from Time to Time erect, maintain, and alter such Signals and other Works and Conveniences, and appoint and remove such Watchmen, Pointsmen, and other Servants, as that Company may deem necessary, for the Prevention of Damage to or Detention of or Interference with Traffic at and near the Junction of the *Metropolitan* Railway with the Railway hereby authorized; and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Metropolitan* Railway Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year be repaid by the Company to the *Metropolitan* Railway Company, on Demand; and in default the Amount of such Costs and Expenses may be recovered from the Company by the *Metropolitan* Railway Company in any Court of competent Jurisdiction.

Signals, &c. to be erected, &c., and Persons to be provided by the *Metropolitan* Railway Company to prevent Danger at Point of Junction.

XXXVIII. Every Junction by this Act authorized between the Railway and any Railway of any other Company shall be effected by Means of connexion Rails and Points of the Construction and laid in the Manner most approved and to the reasonable Satisfaction of the principal Engineer of such other Company.

Junctions with Lines of other Companies.

XXXIX. The

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Expense of Junctions.

XXXIX. The Expense of those Junctions, and of all requisite Works for effecting the Junctions, and of all Repairs thereof, shall be paid by the Company, and the Works for the Purpose shall on every Occasion be done to the reasonable Satisfaction of the principal Engineer of the Company with whose Railway such Junction shall be effected.

Signals, &c. to be erected, &c., and Persons to be provided by the Brighton Company to prevent Danger at Point of Junction.

XL. The *Brighton* Company may from Time to Time erect, maintain, and alter such Signals and other like Works and Conveniences upon their own Lands or upon the Lands of the Company, and appoint and remove such Watchmen, Pointsmen, and other Servants as may be necessary for the Prevention of Damage to or Detention of or Interference with Traffic at and near any Junction of any Railway hereby authorized with the *Brighton* Railway and *Crystal Palace* Railway, or either of them; and the working and Management of such Signals, Works, and Conveniences, and the Control and Direction of such Watchmen, Pointsmen, and other Servants, shall belong exclusively to the *Brighton* Company; and all the Costs and Expenses during each Half Year of erecting and maintaining and altering such Signals, Works, and Conveniences, and of employing and paying such Watchmen, Pointsmen, and other Servants, shall at the Expiration of each Half Year be repaid by the Company to the *Brighton* Company, on Demand; and in default the Amount of such Costs and Expenses may be recovered from the Company by the *Brighton* Company in any Court of competent Jurisdiction.

Land of the Metropolitan Railway Company not to be taken.

XLI. Notwithstanding anything in this Act contained to the contrary, it shall not be lawful for the Company (without in each Instance the previous Consent for the Purpose of the *Metropolitan* Railway Company in Writing under their Common Seal) in any Manner, either permanently or temporarily, to enter upon, take, or use any of the Land required by the *Metropolitan* Railway Company, and which they are authorized to purchase, or in any Manner to alter, vary, or interfere with the said *Metropolitan* Railway or any of the Works appertaining thereto, save only for the Purpose of constructing the Railways and effecting the Communications hereby authorized in manner aforesaid, and not otherwise.

Provision for Junction of Railway with London and South-western Railway.

XLII. No Junction of the Branch Railways with the *London and South-western* Railway (herein-after called the *South-western* Railway) shall be made, nor shall the Company, for the Purposes of those Branches or either of them, take, use, enter upon, or interfere with any of the Lands or Works of the *London and South-western* Railway Company (herein-after called the *South-western* Company), without in every Case their previous Consent in Writing under their Common Seal: Provided always, that if and whenever the *South-western* Company consent to any Junction

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Junction being made, the Junction shall be made at such Point only, and in such Manner, and with such Points, Switches, Signals, and other Apparatus and Conveniences, as the *South-western* Company think fit, and shall be worked and used in such Manner as not to interfere with the working or User or the Safety or Convenience of the *South-western* Railway or the Traffic thereon, and under such Regulations with respect to such working and User, and for securing Safety and Convenience, and on such Terms and Conditions as the *South-western* Company think fit.

XLIII. Nothing in this Act contained shall authorize the Company to alter the Level of the *South-western* Railway, or, without the Consent in Writing of the *South-western* Company under their Common Seal for that Purpose first had and obtained, to take or enter upon any of the Lands of the *South-western* Company, or to alter, vary, or interfere with the *South-western* Railway or any of the Works thereof, further or otherwise than is necessary for the Construction of the Railway No. 3, by this Act authorized, under the *South-western* Railway, at the Point indicated on the deposited Plans of that Railway.

Company not to take Land of London and *South-western* Company without Consent.

XLIV. Notwithstanding anything in this Act contained, the Company shall not, for the Purpose of so forming or maintaining the intended Railway No. 3, under the *South-western* Railway, or of forming and maintaining any Junction or Junctions which may at any Time or Times hereafter be made, with the Permission of the *South-western* Company, between the Branch Railways hereby authorized and the *South-western* Railway, acquire any Ownership of or in any Land or Property of the *South-western* Company, but only an Easement, so as to form and maintain and use the intended Railway No. 3, under the *South-western* Railway, and so as to form and maintain such Junction or Junctions; and the Company shall not, for the Purpose of forming or maintaining the Railway No. 3, interfere with the *South-western* Railway or any of the Land or Works of the *South-western* Company, or execute any Work whatsoever under or in any way affecting the same, until they shall have delivered to that Company full and satisfactory Plans, Drawings, and Specifications of the Works intended to be executed under or affecting the *South-western* Railway and the Land and Works thereof, such Plans, Drawings, and Specifications to describe the Manner of executing the intended Works, and the Materials to be used for the Purpose, nor until those Plans, Drawings, and Specifications shall have been examined and approved in Writing under his Hand by the principal Engineer of the *South-western* Company, or, in the event of his declining to approve the same, until the same shall have been so examined and approved, at the Expense of the Company, by an Engineer to be appointed by the Board of Trade; and the same Works shall be executed according to such

Not to interfere with London and *South-western* Railway without Consent.

[Local.]

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approved

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

approved Plans, Drawings, and Specifications, under the Superintendence and to the Satisfaction of the principal Engineer for the Time being of the *South-western* Company.

Company to pay to London and South-western Company Expenses of Watchmen.

XLV. During the Construction of the Railway No. 3, hereby authorized, under and adjacent to the Line of the *South-western* Railway, the Company will bear, and on Demand will pay to the *South-western* Company, the Expense of the Employment by them of a sufficient Number of Inspectors or Watchmen to be appointed by them for watching their Railway with reference to and during the Execution of the intended Works, and for preventing, as far as may be, all Interference, Obstruction, Danger, and Accident to arise from any of the Operations of the Company, or from the Acts or Defaults of any Person or Persons in their Employ or otherwise.

Penalty in case of Interruption of Traffic on the London and South-western Railway.

XLVI. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or interference with the *South-western* Railway, so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *South-western* Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which that Obstruction shall continue.

Company to pay all Damages sustained by London and South-western Company.

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

Mode of crossing West London Extension Railway.

XLVIII. If the Powers of the *West London Extension* Railway Company to make the Portion of their Main Line defined in the Fifty-ninth Section of the *London, Brighton, and South Coast* Railway Act, 1860, shall, under the Provisions of that Act, come into operation, the Company, in carrying the Railway over and across the *West London Extension* Railway, shall not, without the previous Consent of the *West London Extension* Railway Company in Writing under their Common Seal, divert the Centre Line of the Railway where it crosses over the authorized Line of the *West London Extension* Railway, as shown

on

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

on the Plans deposited for the Purposes of this Act, and the Railway shall be carried over and across the *West London Extension* Railway by means of a Bridge, having a clear Space of Fifty Feet at least in every Part thereof, measured at Right Angles with the Rails of the *West London Extension* Railway, and having in every Part thereof a clear Space of at least Fourteen Feet and Six Inches in Height above the Surface of such Rails.

XLIX. If the Powers of the *West London Extension* Railway Company to make the Portion of their Main Line defined in the Fifty-ninth Section of the *London, Brighton, and South Coast* Railway Act, 1860, shall, under the Provisions of that Act, come into operation, the Bridge by which the Railway shall be carried over and across the *West London Extension* Railway shall be constructed only according to Plans, Elevations, Sections, and Specifications to be submitted by the Company to the Engineer of the *West London Extension* Railway Company, and to be reasonably approved of by him in Writing under his Hand, or if he fail or decline to approve the same, by an Engineer to be appointed by the Board of Trade, on the Application and at the Expense of the Company, before the Company shall take, use, or enter on any of the Lands which by the "*West London Extension* Railway Act, 1859," the *West London Extension* Railway Company are authorized to enter upon, take, and use for the Purposes of the *West London Extension* Railway.

Plans, &c. of Bridge over *West London Extension* Railway to be approved of by *West London Extension* Railway Company.

L. If the Powers of the *West London Extension* Railway Company to make the Portion of their Main Line defined in the Fifty-ninth Section of the *London, Brighton, and South Coast* Railway Act, 1860, shall, under the Provisions of that Act, come into operation, the Company shall at all Times maintain the Bridge by which the Railway shall be carried over the *West London Extension* Railway in complete and substantial Repair, Order, and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *West London Extension* Railway Company; and if and whenever the Company fail so to do, the *West London Extension* Railway Company may make and do, in and upon as well the Lands of the Company as their own Lands, such Works and Things as the *West London Extension* Railway Company may think requisite in that Behalf, and the reasonable Amount of their Expenditure in that Behalf from Time to Time shall be repaid to them by the Company; and in default of full Repayment the Amount due may be recovered, with full Costs, by the *West London Extension* Railway Company, from the Company, in any Court of competent Jurisdiction: Provided always, that if any Dispute shall arise between the Company and the *West London Extension* Railway Company with reference to any Matter comprised in or referred to in this Section, or in any other Section

As to Repair of Bridge over *West London Extension* Railway.

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Section of this Act, the Matters in dispute shall from Time to Time be decided by an Engineer to be appointed by the Board of Trade, on the Application of either Company.

For Protection of West London Extension Railway Company against Damage occasioned by Company.

LI. If and whenever any Damage or Injury happens to the *West London Extension Railway*, or to any of the Works or Property of the *West London Extension Railway Company*, by reason of any Defect, Subsidence, or Failure of any of the Works of the Company, or by reason of the Execution by the Company of any of the Powers of this Act, or of any Failure in the due Execution thereof, the Company shall make full Compensation to the *West London Extension Railway Company* for all such Damage or Injury.

Traffic on the West London Extension Railway not to be interfered with.

LII. The Company shall not, in the Exercise of any of the Powers of this Act, in any Manner obstruct, hinder, or interfere with the free, uninterrupted, and safe User of the *West London Extension Railway*, or any Traffic thereon; and if at any Time or Times hereafter the free, uninterrupted, and safe User of the *West London Extension Railway*, or any Traffic thereon, shall be obstructed, hindered, or interfered with, contrary to this Enactment, the Company shall forfeit and pay to the *West London Extension Railway Company* the Sum of Fifty Pounds *per Hour* by way of ascertained Damages for every Hour during which such Obstruction, Hindrance, or Interference shall continue.

Company to acquire only Easements in Lands of West London Extension Railway Company.

LIII. With respect to any Land of the *West London Extension Railway Company* which the Company are by this Act from Time to Time authorized to take, use, enter upon, or interfere with, the Company shall not purchase and take the same, but the Company may purchase and take, and the *West London Extension Railway Company* may and shall sell and grant, accordingly, an Easement or Right of using the same for the Purposes for which but for this Enactment the Company might purchase and take the same.

Not to take Land required for Construction of the West London Extension Railway.

LIV. If the Powers of the *West London Extension Railway Company* to make the Portion of their Main Line defined in the Fifty-ninth Section of "*The London, Brighton, and South Coast Railway Act, 1860,*" shall, under the Provisions of that Act, come into operation, the Company shall not interfere with the Construction of the Railway of the *West London Extension Railway Company*; and in case of dispute between the Company and the *West London Extension Railway Company* as to the Works of either Company, the Question shall be decided by an Engineer to be appointed by the Board of Trade, on the Application of either Company, so that both the said Railways shall be made in such Manner as that neither of them shall obstruct the other.

LV. Inasmuch

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

LV. Inasmuch as Parts of the Lands between *William Street* and *Gravel Lane* in the Parish of *Christchurch, Southwark*, by this Act authorized to be entered upon, taken, and used by the Company, are Lands which by the "*Charing Cross Railway Act, 1859*," the *Charing Cross Railway Company* are authorized to enter upon, take, and use for the Purposes of the *Charing Cross Railway*: Therefore the *Charing Cross Company* shall furnish to the Company a Plan of such Parts of those Lands as the *Charing Cross Railway Company* require for the Purposes of the *Charing Cross Railway*, and shall furnish the same at the latest at the Expiration of Three Months after being requested by the Company so to do; and the Company shall not, without or otherwise than in accordance with the previous Consent of the *Charing Cross Railway Company* in Writing under their Common Seal, take any of the Lands shown on the Plans so furnished as being Lands which the *Charing Cross Railway Company* so require; and, except only so far as is necessary for the making by the Company of the Viaduct for carrying the Railway over and across the *Charing Cross Railway* as by this Act authorized and required, the Company shall not, without or otherwise than in accordance with the Consent of the *Charing Cross Railway Company* in Writing under their Common Seal, use or enter upon any Part of the Lands so shown: Provided that the Company may take such Parts of the Land so shown as are necessary for the Piers of the Viaduct to be made as by this Act required, but, except with the Consent of the *Charing Cross Railway Company* in Writing under their Common Seal, not until after the Expiration of Three Months after Notice from them to the *Charing Cross Railway Company*, requiring them to furnish the Plan to the Company, or, as the Case may be, until after the Plan is furnished to them, whichever Event first happens: Provided also, that this Act shall not prejudice or affect the Powers of the *Charing Cross Railway Company* with respect to entering upon, taking, and using the Lands which they require for the Purposes of the *Charing Cross Railway*.

Limit of Lands of Charing Cross Railway Company to be taken, &c. by Company.

LVI. The Company in carrying the Railway over and across the *Charing Cross Railway* shall be bound by and comply with the following Provisions; that is to say,

Mode in which Railway is to be carried over and across Charing Cross Railway.

First, the Centre of the Line of the Railway where it crosses over the *Charing Cross Railway* shall not be deviated to the Westward of the Line of the Railway as shown on the Plans thereof deposited for the Purposes of this Act:

Secondly, the Railway shall be carried over and across the *Charing Cross Railway* only by means of a Viaduct:

Thirdly, there shall be in the Viaduct One Opening over the *Charing Cross Railway*, and One Opening on each Side of the *Charing Cross Railway*:

[*Local.*]

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Fourthly,

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Fourthly, except only so far as the *Charing Cross Railway Company* by Writing under their Common Seal otherwise consent, the Opening over the *Charing Cross Railway* shall be of at least Eighty Feet clear Span in every Part thereof, measured at Right Angles with the Rails of the *Charing Cross Railway*, and having in every Part thereof a clear Space of at least Fifteen Feet in Height above the Surface of those Rails :

Fifthly, except only so far as the *Charing Cross Railway Company* by Writing under their Common Seal otherwise consent, each of the Two Side Openings shall be of at least Thirty Feet clear Span in every Part thereof, measured at Right Angles with the Rails of the *Charing Cross Railway*, and having in every Part thereof a clear Space of at least Thirty Feet in Height above the Surface of the Roadway or Ground under the respective Side Opening :

Sixthly, the Three Openings respectively shall be made water-tight, so as to prevent any Drip of Water from any Part thereof respectively :

Seventhly, before the Company take, use, or enter upon any of the Lands which by the "*Charing Cross Railway Act, 1859*," the *Charing Cross Railway Company* are authorized to enter upon, take, and use for the Purposes of the *Charing Cross Railway*, the Company shall furnish to the *Charing Cross Railway Company* proper and sufficient Plans, Sections, and Specifications of that Portion of the Viaduct to be made there which comprises the Three Openings, and the Piers and other Works thereof, including the Parapets of the Viaduct there, and the Plans, Sections, and Specifications of the same shall be agreed on between the respective Engineers of those Two Companies, or in case of Difference between them shall be determined by a competent and impartial Civil Engineer, to be, on the Application of the Two Companies or either of them, appointed by the Board of Trade :

Eighthly, except with the Consent of the *Charing Cross Railway Company* in Writing under their Common Seal, that Portion of the Viaduct which comprises the Three Openings and the Piers and other Works thereof, including the Parapets of the Viaduct there, shall be made only in accordance with the Plans, Sections, and Specifications thereof so agreed on or determined :

Ninthly, that Part of the Viaduct which comprises the Three Openings and the Piers and other Works thereof, including the Parapets of the Viaduct there, shall be made and at all Times maintained by the Company to the Satisfaction of the Engineer of the *Charing Cross Railway Company* :

Tenthly, except with the Consent of the *Charing Cross Railway Company* in Writing under their Common Seal, the Company shall

not

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

not at any Time in any way interfere with or affect any Part of the *Charing Cross* Railway, or the Works or Conveniences thereof, or any of the Traffic thereon or thereat.

LVII. If by reason of any Works or Proceedings of the Company there shall be any Obstruction of or Interference with the *Charing Cross* Railway, so as to prevent or impede the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Charing Cross* Company the Sum of Fifty Pounds *per* Hour by way of ascertained Damages for every Hour during which that Obstruction shall continue.

Penalty in case of Interruption of Traffic on the *Charing Cross* Railway.

LVIII. Whereas it is expedient that the Railway (No. 2.) to be constructed under the Powers of this Act should not interfere with the Embankment of the *Thames*: Therefore if at any Time before the First Day of *October* One thousand eight hundred and sixty-one the Board of Trade shall give Notice in Writing to the Company to construct the Bridge over the *Thames*, and the Portion of the Railway on and approaching the Banks of the *Thames*, on any Level higher than the proposed Level of the Rails as shown on the deposited Sections, but not higher at the highest Point over the said River than Thirty-seven Feet above *Trinity* High-water Mark, the Company may and shall construct their said Bridge and Works in conformity with such Notice, anything in this Act or in the incorporated Acts to the contrary notwithstanding.

For preventing Interference with the Embankment of the *Thames*.

LIX. Previously to commencing the Bridge across the River *Thames* or the Works connected therewith, the Company shall deposit at the Admiralty Office Plans, Sections, and Working Drawings of the said Bridge and Works connected therewith, for the Approval of the Admiralty, such Approval to be signified in Writing under the Hand of the Secretary of the Admiralty, and such Bridge and Works shall be constructed only in accordance with such Approval; and when any such Bridge or Works shall have been commenced or constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining, previously to making any such Alteration or Extension, the like Consent or Approval; and if any such Bridge or Works shall be commenced or completed, or be altered, extended, or constructed, contrary to the Provisions of this Act, it shall be lawful for the Admiralty to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Working Drawings of Bridge to be submitted to the Admiralty.

LX. Within

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Bridge to be constructed in conformity with Admiralty Requirements.

LX. Within the Limits of Deviation for the Railway Bridge at *Blackfriars*, and subject to the other Provisions of this Act, the Bridge shall be constructed by the Company in such Position, and of such Form, and with such Width of Waterway and Height of Headway, as the Admiralty shall, by Writing under the Hand of the Secretary of the Admiralty, previously require.

Admiralty may order local Survey, at Expense of Company.

LXI. If at any Time or Times it shall be deemed expedient by the Admiralty to order a local Survey and Examination of any Works of the Company in, over, or affecting the River *Thames*, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered, with Costs, as a Penalty is or may be recoverable from the Company.

Works affecting the Thames abandoned may be removed by Admiralty, at Expense of Company.

LXII. If any Work to be constructed by the Company in, over, through, or across the River *Thames*, or if any Portion of any Work which affects or may affect such River or the Access thereto, shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Admiralty to abate and remove the same, or such Part or Parts thereof as they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit.

Bridge and Works in the Thames to be executed under the Direction of the Conservators of the River.

LXIII. The Bridge for the Purpose of carrying the Railway across the River *Thames* shall be executed according to a Plan and Elevation and upon a Site to be approved by the Conservators of the River *Thames*, and deposited at their Office, and the Works in the River *Thames* and adjoining thereto shall be executed and performed to the Satisfaction of the Engineer for the Time being of the Conservators, and the clear Height of the Headway under the Soffit of the said Bridge shall be nowhere less than Twenty-seven Feet above *Trinity* High-water Mark, and the Foundations of the Piers and Abutments of the said Bridge shall be sufficient to allow of any future deepening of the said River to the Extent of at least Thirty Feet below the Level of *Trinity* High-water Mark, and the Traffic of the said River *Thames* shall not be interfered with more than may be absolutely necessary in the Construction of the said Bridge and Performance of the said Works, and the Plan of the Cofferdams for the Piers and Abutments of the said Bridge shall be approved

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approved by the said Conservators before the same shall be carried into execution.

LXIV. Before the said Bridge shall be began to be erected the Company shall and they are hereby required to invest in the Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of *Jonathan Thorp* of No. 27, *King Street*, in the City of *London*, Esquire, *Joseph Turnley* of No. 13, *Russell Square*, in the County of *Middlesex*, Esquire, *Admiral Gordon*, Deputy Master of the *Trinity House*, *Charles Jones Hilton* of *Faversham* in the County of *Kent*, Esquire, and *Richard Till* of *Clapham* in the County of *Surrey*, Esquire, or the Survivors of them, the Sum of Five thousand Pounds, which Sum when so invested, together with all Interest and Dividends to accrue therefrom (and which are hereby directed to be invested from Time to Time as they shall become payable in the said Funds in accumulation with the said Sum of Five thousand Pounds), shall be and continue in trust for the Purposes herein-after directed concerning the same, and when and as soon as it shall appear to the Satisfaction of the said Trustees for the Time being, or the Majority of them, that the said Bridge and the Works connected therewith have been so far erected, built, and made that the said Sum of Money so invested in the Three Pounds *per Centum* Consolidated Bank Annuities, as herein-before directed, together with the Accumulations as aforesaid, will be sufficient to finish and complete the said Bridge and Works, then the said Trustees shall and they are hereby authorized and required to transfer the same to the Company, or as they shall direct, to be applied for that Purpose, and in case the Company shall not within Five Years from and after the passing of this Act complete the said Bridge and Works, then the said Sum of Five thousand Pounds, together with the Accumulations herein-before mentioned, shall be applied in removing such Parts of the said Bridge and Works as shall or may be then erected and left unfinished, in such Manner as they the said Trustees for the Time being or the Majority of them shall order and direct; or in case the Company shall at any Time after the passing of this Act neglect or omit for the Space of Six successive Months to proceed with or make reasonable Progress in erecting, building, and making the said Bridge and Works, it shall and may be lawful for the said Trustees for the Time being, or the Majority of them, if they shall in their Discretion think proper, forthwith to apply the said Trust Funds and Accumulations in removing such Part or Parts of the said Bridge or Works as shall have been erected, built, and made, and which shall have been so left unfinished, in the same Manner as if the aforesaid Term of Five Years had actually expired.

Sum to be invested before Bridge commenced.

LXV. Nothing in this Act contained shall authorize or empower the Company to embank, encroach upon, or interfere with any Part of the
 [Local.] 30 E Soil of the River. Company not to interfere with the Bed of the River.

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Soil or Bed of the River *Thames* or the Shore thereof, except according to the Plan last herein-before mentioned.

Saving Rights of the Conservators of the *Thames*.

LXVI. Nothing in this Act contained shall extend to or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing this Act the said Conservators did or might lawfully claim, use, or exercise.

Company not to take Gravel, &c. from River, without Consent.

LXVII. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River, without the previous Consent of the Conservators of the River *Thames*, signified in Writing under the Hand of their Secretary.

Lights to be exhibited during Construction of Bridge.

LXVIII. During the Construction of the Bridge over the River *Thames* and Works connected therewith, the Company shall cause to be hung out or exhibited every Night, from Sunset to Sunrise, Lights, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and for ever after the Completion of the Crossing the Company shall cause to be hung out or exhibited upon the said Crossing every Night, from Sunset to Sunrise, good and sufficient Lights, to be kept burning by and at the Expense of the Company, for the Navigation and safe Guidance of Vessels, and which Lights shall be from Time to Time altered by the Company in such Manner and be of such Description and Number and be so used and placed as the Conservators of the River *Thames* shall, by Writing under the Hand of their Secretary, approve of; and in case the Company shall neglect to exhibit and keep such Lights burning as aforesaid they shall forfeit and pay for every such Neglect the Sum of Ten Pounds.

Bridge not to be erected within a certain Distance of Blackfriars Bridge.

LXIX. In constructing the Bridge to be erected across the River *Thames* the Western Face of such Bridge shall not approach nearer to the Eastern Face of *Blackfriars Bridge* than One hundred and ten Feet, and the Plan of the Works in the River *Thames* for the Erection of the proposed Bridge shall be approved in Writing by the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, signed by the Comptroller of the Bridge House Estates, before they are commenced, and the same Works shall be executed to the reasonable Satisfaction of the said Lord Mayor, Aldermen, and Commons, or of an Engineer to be appointed by them.

Company to enclose Arches.

LXX. Every Arch under the City Section or the West End Section of the Railway, which, not being over the River or over a public Thoroughfare, is yet open to the Public, shall, if required by the Commissioners

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missioners of Sewers of the City of *London* and the Liberties thereof, or (if not within the City of *London*) by the Metropolitan Board of Works, or (if in the Parish of *Christchurch*) either by the Metropolitan Board of Works or the *Saint Saviour's* District Board of Works, be enclosed or fenced in by the Company, so as to prevent its being, or occasioning by reason of its being open to the Public, any Nuisance or Detriment to the Inhabitants of the Neighbourhood.

LXXI. When the Viaduct for the Railway is made across any of the following Streets or any other public Street, it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of the Street, including the Footways; and where the Viaduct for the Railway is made across any of the following Streets it shall also be made there and thenceforth be maintained with Girders, and with a Headway of the following clear Height throughout the whole Width of the Street; that is to say,

Width and Headway of specified Streets.

Name of Street.	Clear Headway for the whole Width of the Street.
Ludgate Hill	18 Feet.
Earl Street	18 Feet.
Holland Street (Christchurch)	18 Feet.
Nelson Square (Christchurch)	18 Feet.
Board of Works, New Street	25 Feet.
Charlotte Street (Christchurch)	18 Feet.
Gravel Lane (Christchurch)	16 Feet.
George Street (Christchurch)	16 Feet.
Church Street (Christchurch)	16 Feet.
John Street (Christchurch)	16 Feet.
William Street (Christchurch)	16 Feet.
Southwark Bridge Road	18 Feet.
Newington Causeway	19 Feet.
Borough Road	18 Feet.
New Kent Road	18 Feet.
Walworth Road	18 Feet.

LXXII. Wherever the Railway will be carried across any public Carriage Road or public Street in the Parish of *St. Giles', Camberwell*, it shall be made there and shall thenceforth be maintained so as not to lessen the present clear Width of such Road or Street, including the Footway (where a Footway now exists), and with a Headway of the clear Height of Sixteen Feet throughout the whole Width of such Road or Street.

Widths and Headway for Roads and Streets in Camberwell.

LXXIII. In crossing all Streets or public Ways, Courts, or Alleys within the City of *London* and Liberties thereof, the Railway shall be so formed as to leave a clear and open Space for such Streets or Ways, Courts, or Alleys, and all the Arches underneath the Railway shall span across the whole Width of the respective Streets or public Ways, Courts,

Prescribing Manner of crossing Streets in London.

or

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

or Alleys which the Railway may cross, so that no Part of the Abutment, Piers, or any other Obstruction shall stand or encroach upon any Part of the Carriage or Foot Ways, and the Forms and Elevations of the said Arches shall be approved of by the Commissioners of Sewers of the City of *London* and the Liberties thereof, and none of the Arches over the Streets or public Ways, Courts, or Alleys in the City of *London* and Liberties thereof shall be less than Eighteen Feet clear in Height, and the present Level of the said Streets and public Ways, Courts, and Alleys shall not in any Manner be altered or interfered with: Provided always, that the Foundations of the Piers of the said Arches shall be built so deep in the Ground as not to be injurious to the Sewers or to the Vaults or Cellars of any of the adjoining Houses: Provided also, that all the Arches across any such Street or public Way, Court, or Alley shall be made completely watertight; and if in any Case Water shall run or come through any of the said Arches into or upon any Street or public Way, Court, or Alley, the Company shall in every such Case forfeit and pay the Sum of Five Pounds for every Day the same shall continue after Notice in Writing has been given or left at the House or Office of the Secretary or any other Officer of the Company.

Arches to be lighted by Night and Day.

LXXIV. If any of the Arches over the Streets or Ways, Courts, or Alleys, within the City of *London* and Liberties thereof, crossed by the Railway, shall, in the Opinion of the Commissioners of Sewers of the City of *London* and the Liberties thereof, or of their Surveyor, cause a public Inconvenience by obstructing the Light in any such Streets or Ways, Courts or Alleys, it shall be lawful for the Commissioners of Sewers of the City of *London* and the Liberties thereof to set up and affix thereon, and keep lighted with Gas by Day and Night, a Lamp or Lamps for affording proper Light and Security to Passengers; and the Costs, Charges, and Expenses thereof and necessarily consequent thereon shall be borne and paid by the Company, and may be recovered from the Company by the said Commissioners, with full Costs of Suit, by Action of Debt or on the Case in any Court of competent Jurisdiction.

Not to stop up or divert specified Streets in Christ-church Parish.

LXXV. The Company, except only so far as they and the *Saint Saviour's* District Board of Works from Time to Time otherwise agree, shall not, except temporarily, so far as is necessary during the Execution or Repair of any of the Works of the Railway, stop up or divert or narrow in any Manner *Surrey Row, Gravel Lane, Swan Court, Dyer's Court, George Street, William Street, Union Place, Green Street, Church Street, John Street, or Holland Street*, and each of those Streets shall be crossed by means of an Arch or Bridge of One Span only, which Span shall be of a Width not less than the present Width of the Street, including the Footways at the Sides thereof, and the Springing of the Arch or Bridge shall, as to *Surrey Row, Swan Street, Dyer's Court, Union*

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Union Place, and Green Street, be Nine Feet at least above the present Footways, and the Soffit at the Centre of the Arch or Bridge, with respect to Surrey Row, Gravel Lane, Swan Street, Dyer's Court, George Street, William Street, Union Place, Green Street, Church Street, and John Street, shall be not less than Sixteen Feet, and with respect to Nelson Square, Charlotte Street, and Holland Street respectively shall be not less than Eighteen Feet, and the Company shall make the Arch or Bridge watertight: Provided always, that the Company may, if they think fit, substitute Girders for an Arch or Bridge, leaving the clear Height throughout the Width of Street not less than the prescribed Height of Sixteen Feet or Eighteen Feet.

LXXVI. With respect to that Part of the Railway which will be made within the Parish of *Saint Mary, Newington*, the Company shall perform, abide by, and conform to the following Stipulations and Regulations; (to wit,)

Provisions
as to the
Construction
of the Rail-
way in the
Parish of
St. Mary,
Newington.

The Company shall well and sufficiently light the under Parts of the Viaduct or Bridges carrying the Railway over *Newington Causeway, Walworth Road, and the New Kent Road*, within that Parish, during the whole or such Part of each Twenty-four Hours as the Vestry of that Parish by Writing under the Hand of their Vestry Clerk shall reasonably require:

The Company shall not authorize the affixing of any Placards, Bills or Advertisements to or upon the Face of any Wall of any Bridge or Arch carrying the Railway over any Street or public Highway within that Parish, and the said Vestry and their authorized Officers may prohibit and prevent the affixing of any Placard, Bill, or Advertisement on the Face of any such Wall, and if affixed may remove the same, as fully and effectually as if for this Purpose those Walls belonged to the said Vestry: Provided that in removing the same they shall not do any Damage or Injury to such Walls:

Where the Railway crosses *Newington Causeway, the Walworth Road, and the New Kent Road* respectively, the Viaduct or Bridge shall be made with pannelled Parapets on each Side thereof throughout the entire Width of the Road or Street, and the Company shall make each such Viaduct or Bridge water-tight:

A Station shall be made and maintained by the Company in the Parish of *Saint Mary, Newington*, on or near that Portion of the Railway which will be situate between the East Side of the *Walworth Road* and *Newington Causeway*.

LXXVII. With respect to that Part of the Railway which will be made within the Parish of *Saint George the Martyr, Southwark*, the
[Local.] 30 F

Provision
as to the
Construction
of the Rail-
Company of the Rail-

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

way in the Parish of Saint George the Martyr.

Company shall perform, abide by, and conform to the following Stipulations and Regulations; (to wit,)

The Company shall well and sufficiently light the under Parts of the Viaduct or Bridges carrying the Railway over that Part of the *Newington Causeway* which is within that Parish, during the whole or such Part of each Twenty-four Hours as the Vestry Clerk shall reasonably require:

The Company shall not authorize the affixing of any Placards, Bills, or Advertisements to or upon the Face of any Wall of any Bridge or Arch carrying the Railway over any Street or public Highway within that Parish, and the said Vestry and their authorized Officers may prohibit and prevent the affixing of any Placard, Bill, or Advertisement on the Face of any such Wall, and if affixed may remove the same, as fully and effectually as if for this Purpose those Walls belonged to the said Vestry: Provided that in removing the same they shall not do any Damage or Injury to such Walls:

Where the Railway crosses *Newington Causeway* and the *Borough Road* and *Southwark Bridge Road*, in the said Parish respectively, the Viaduct or Bridge shall be made with pannelled Parapets on each Side thereof throughout the entire Width of the Road or Street, and the Company shall make each such Viaduct or Bridge water-tight.

Width and Headway for Thoroughfares in Saint Mary, Lambeth.

LXXVIII. Where the Viaduct for the Railway is made across any of the following Thoroughfares in the Parish of *Saint Mary, Lambeth*, it shall be made there and shall thenceforth be maintained by the Company with Arches or Girders of the clear Span following, and with a Headway of the clear Height following; (that is to say,)

Number on deposited Plan.	Name of Thoroughfare.	Span.	Headway.
3	Half Moon Lane - - -	35 Feet	16 Feet.
34 & 68	Cold Harbour Lane - - -	35 Feet	16 Feet.
90	Sheppard's Lane - - -	25 Feet	15 Feet.
95	Canterbury Road - - -	35 Feet	16 Feet.
86	Brixton Road - - -	The present clear Width of the Thoroughfare, including the Footway,	16 Feet.
199	Bedford Road - - -		
75	Barrington Road - - -		
22	Loughborough Road - - -		
67	Back Lane - - -		
		26 Feet	15 Feet.

Provided always, that as regards all the before-named Thoroughfares (except *Sheppard's Lane* and *Back Lane*) the Headway shall be of the Height above specified for the same throughout the whole Width of the Span,

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Span, but in the Cases of *Sheppard's Lane* and *Back Lane* it shall suffice that the Headway be of the Height above specified, measuring from the Surface of the Road to the Centre of the Arch of the proposed Viaduct or Bridge: Provided also, that the Company shall not alter the present Level of any of the said Thoroughfares, except that they may lower *Back Lane* aforesaid to any Extent not exceeding Two Feet below the present Level thereof.

LXXIX. The Company may carry the Railway across the Footpath called *Poplar Walk* numbered on the deposited Plans 52. in the Parish of *Saint Mary, Lambeth*, on the Level thereof, in accordance with the deposited Sections: Provided always, that if at any Time hereafter *Poplar Walk* aforesaid be widened into a Carriage Road the Company shall thereupon carry *Poplar Walk* so widened over the Railway by means of a Bridge or Arch, instead of the said level Crossing, and such Bridge or Arch shall be built in conformity with the Regulations of the Fiftieth Section of the "Railways Clauses Consolidation Act, 1845," applicable to public Carriage Roads.

Provisions as to Poplar Walk.

LXXX. Where either of the Railways by this Act authorized will be made across either of the following Roads in the Hamlet of *Penge* in the Parish of *Saint Mary, Battersea*, the Bridge for carrying the Railway over the Road shall be made there and shall thenceforth be maintained by the Company with Girders of the clear Span and with a Headway of the clear Height herein-after specified in connexion with that Road; (that is to say,)

Width and Headway for Penge Roads.

Number of Road on deposited Plans.	Span.	Headway.
9 } On Railway No. 1. - - - - -	{ 40 Feet 35 Feet	18 Feet.
20 }		16 Feet.
11 } On the First Junction Railway - - - - -	{ 40 Feet 40 Feet	18 Feet.
20 } On the Beckenham Section - - - - -		16 Feet.

and the Centre of the Bridge over the said Road numbered 11 shall, if required by the Board of Works of the *Lewisham* District, be constructed as near as may be over the Centre of that Road as it now exists, and the Company shall not alter the present Level of any of the said Roads, except that they may lower the said Road numbered 20. on the First Junction Railway of the *Beckenham* Section to any Extent not exceeding One Foot below the present Level thereof.

LXXXI. The Road in the Hamlet of *Penge* in the Parish of *Saint Mary, Battersea*, numbered 26. on the deposited Plans of the Railway (No. 1.)

For Protection of other Roads in Penge.

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(No. 1.) shall not be altered or interfered with ; and if the Road numbered 17. in the same Hamlet and Parish on the same Plans be in any way interfered with, under the Powers of this Act, the Company shall, instead thereof, cause a sufficient substituted Road of not less than Forty Feet in Width throughout to be made in the said Hamlet along the North-eastward Side of the Property numbered on the said Plans 20 b. in the same Hamlet and Parish, so as to connect by a continuous straight Line the remaining Part of the said Road numbered 17. with the Road numbered on the same Plans 20. in the same Hamlet and Parish, and it shall not be necessary for the Company to restore the said Road numbered 17.

Company
to restore
Streets of
District
Board of
Works.

LXXXII. The Company shall not break up or disturb any Street or Place in the Metropolis under the Control or Direction of the Commissioners of Sewers of the City of *London* and the Liberties thereof, or of any Vestry or of any District Board of Works, or the Pavement thereof, unless at least Seven Days previous Notice in Writing of their Intention so to do, specifying the Street, Place, or Pavement intended to be broken up or disturbed, be given to the Surveyor of such Commissioners, Vestry or District Board, or left for him at his Office ; and when the Company shall break up or disturb any such Street, Place, or Pavement, they shall, so soon as the Works affecting it are completed, and at the furthest within Six Months from the Day on which those Works were begun, restore the Street, Place, or Pavement to as good a Condition as it was in when it was broken up or disturbed, and, if so required by such Commissioners, Vestry, or District Board having the Control or Direction thereof, under the Superintendence and to the Satisfaction of their Surveyor, and shall keep the same in repair for Twelve Months thereafter ; and if the Company fail to restore the Street, Place, or Pavement within the prescribed Six Months, they shall forfeit to such Commissioners, Vestry or District Board, a Sum not exceeding Five Pounds for every such Offence, and an additional Five Pounds for every Day after the Expiration of that Period, and after Notice to them of the Delay during which the Delay continues ; and the said Commissioners, Vestry or District Board, having the Control or Direction thereof, may restore the Street, Place, or Pavement, and recover the Expense of such Restoration from the Company.

For Pro-
tection of
Sewers of
the Commis-
sioners of
Sewers of
the City of
London,
Metropolitan
and other
Boards.

LXXXIII. Where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of or so as prejudicially to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Commissioners of Sewers of the City of *London* and the Liberties thereof, or of the Metropolitan Board of Works, or of any Vestry or District Board constituted under the "Metropolis Local Management Act, 1855," or
with

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Drains, &c.
in Metro-
polis.

restore all Sewers, Drains, and Gullies in the Streets and public Places in any Parish or District of the Metropolis under the Control of any Commissioners, Vestry, or District Board, which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies.

• Drainage
Works in
the Metro-
polis to be
subject to
Vestry or
District
Board, and
their Rights
saved.

LXXXV. All Sewers, Drains, Watercourses, and Works of Drainage made by the Company in any Parish or District of the Metropolis shall be subject in all respects to the Jurisdiction of the Commissioners, Vestry, or District Board of such Parish or District; and, except only as is by this Act expressly provided, this Act or anything therein contained shall not take away, lessen, prejudice, or affect any of the Rights, Powers, Jurisdictions, or Authorities of any such Commissioners, Vestry, or District Board.

Questions
of disputed
Compen-
sation in
London to
be heard in
the Lord
Mayor's
Court.

LXXXVI. In every Case in which any Question of disputed Compensation shall be required to be determined by the Verdict of a Jury in the City of *London* or the Liberties thereof, the Jury shall be required to appear before the Court of the Mayor and Aldermen of the City of *London* to be holden in the Outer Chamber of the *Guildhall* of the said City, according to the Custom of the said City, at a Time to be appointed by the said Court, and all the Directions and Provisions contained in "The Lands Clauses Consolidation Act, 1845," in respect to the Settlement of Questions of disputed Compensation by Juries appearing before the Sheriff, Coroner, or other Person, shall extend and be applied with respect to the Settlement of any such Question of disputed Compensation under this Act by Juries appearing before the said Court of Mayor and Aldermen as aforesaid, and the said Court shall give Judgment for the Purchase Money or Compensation assessed by such Jury, and a Verdict and Judgment shall be signed by the Registrar of the said Court of Mayor and Aldermen, and entered among the Records of the said Court, and the said Registrar shall settle the Costs of every such Inquiry.

Works in
connexion
with South-
wark and
Vauxhall
Water Com-
pany to be
executed
by that
Company.

LXXXVII. And whereas the Railways by this Act authorized will cross divers Streets and public Roads in the Parishes of *Saint Mary, Battersea, Lambeth, Saint Mary, Lambeth, Camberwell, Saint Giles, Camberwell, Dulwich, Streatham, Clapham, Saint Mary, Newington, Saint George the Martyr, Christchurch*, and the Liberty of the *Clink*, along which the Mains and Pipes of the *Southwark and Vauxhall Water Company* (herein-after called the *Southwark Company*) are laid, and it might be necessary for the Purposes of this Act to alter or otherwise interfere with the Mains and Pipes laid along the same respectively, and it is expedient that Provision should be made for preventing any Interruption in the Supply of Water by the *Southwark Company* by

reason

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

reason of such Alteration or Interference, and that with such View all Works connected with the said Mains or Pipes, or otherwise in relation to such Supply of Water, should be executed by the *Southwark Company* or their Engineer, and under the sole Direction of such Engineer: Therefore the Company shall, Twenty-one Days at least before they shall commence any Works in connexion with or in any way relating to the altering of or interfering with any of the said Mains or Pipes, give Notice in Writing to the *Southwark Company* of their Intention to commence such Works, describing the Manner in which it is proposed to alter or otherwise interfere with the said Mains or Pipes respectively; and it shall not be lawful for the Company, except on the Default, as herein-after mentioned, of the *Southwark Company*, in any Manner to alter, displace, or otherwise interfere with the said Mains or Pipes, but the Engineer for the Time being of the *Southwark Company* shall have the sole and exclusive Direction and Management of and may execute all such Works as he may think necessary for the Purpose of removing, altering, and restoring the said Mains or Pipes, and of preventing during the Execution thereof any Interruption to the Supply of Water by the *Southwark Company*; and all Costs, Charges, and Expenses incurred by the *Southwark Company* in or in any way relating to the Execution of any Works by them for the Purposes aforesaid shall be repaid to them by the Company.

LXXXVIII. Provided always, That the *Southwark Company* shall not be liable or accountable for any Damage or Injury which may be done to the Works of the Company, or to the said Streets or Roads, or any of them, or otherwise howsoever, by reason of any of the Works to be executed under the Authority of this Act, or in any way consequent thereupon, unless such Damage or Injury shall have arisen from the Neglect or Default of the *Southwark Company*, their Engineers, Workmen, or Servants.

Southwark Company not to be liable for Damage arising from Alteration of Main or Pipes.

LXXXIX. Provided also, That if the *Southwark Company* shall, for the Space of Ten Days next after the Day named in the Notice served upon them by the Company for the Commencement of the Works connected with or relating to the altering of or interfering with any of the said Mains or Pipes, or for the Space of Ten Days after such later Day as the Company, by Notice in Writing to the *Southwark Company*, shall name for commencing the necessary Works in relation to the altering of or otherwise interfering with the said Mains or Pipes or any of them, neglect or refuse to commence or at any Time thereafter to proceed with reasonable Despatch in the Execution of such Works, it shall be lawful for the Company, at their own Costs, to cause the said Mains or Pipes to be removed, altered, or otherwise interfered with in such Manner and to such Extent as they may deem necessary, and to cause all such other

In default of Southwark Company, the Company may execute the necessary Works.

Works

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Works to be done as they shall deem requisite for preventing any Interruption to such Supply of Water as aforesaid.

As to Levels
of the Surrey
and Sussex
Roads.

XC. The Company shall not, in carrying the Railway by means of Bridges over the *Camberwell New Road* numbered 96. upon the Plans deposited in the Parish of *Saint Mary, Lambeth*, in the County of *Surrey*, and numbered 24x. upon the Plans deposited in the Parish of *Saint Giles, Camberwell*, in the said County of *Surrey*, or over the *Brixton Road* at *Manor Rise*, numbered 86. on the Plans deposited in the Parish of *Saint Mary, Lambeth*, or over the *Clapham Road*, numbered 9a. upon the Plans deposited in the Parish of *Clapham* in the said County of *Surrey*, or over the *Wandsworth Road*, numbered 90. upon the Plans deposited in the same Parish, or over or under any of the said Roads being respectively Part of the *Surrey* and *Sussex* Turnpike Roads, alter the present Level of these Roads or of the Footpaths thereof, or any Parts thereof respectively, save and except as follows; (that is to say,)

The Company may lower the present Surface of the Road and Footpaths under the Bridge of the *Wandsworth Road* Two Feet and no more, but the Inclination of the Road and Footpaths where lowered shall, on the Northern Side of the Railway Crossing, not be less than One Foot in Sixty Feet, and on the South Side of such Crossing the Inclination shall not be less than One Foot in Sixty Feet, and the Company shall construct Sewers of not less than Twelve Inches in Diameter for effectually draining the said lowered Road at the Bridge.

Width and
Headway for
such Roads.

XCI. The Company shall not alter the present Width of any of the Roads or Footpaths belonging to the Trustees of the *Surrey* and *Sussex* Roads, or any Part thereof; and the Company shall leave a clear Height or Headway for the whole Width of the Roads and Footpaths under the Bridges from the Surface of every Part of the Roads and Footpaths of not less than Sixteen Feet; and the Bridges shall be of such a Span as shall leave clear and untouched the whole of the present Width of the Roads and Footpaths over which the same are carried; and the Bridges shall have Parapet Walls on each Side of the Railway of not less than Six Feet Six Inches in Height above the Surface of the Railway; and from the Ends of the Two Parapet Walls of the Bridges the Company shall make Four Screen Walls or close Fences, all of which shall be at least One hundred and fifty Feet in Length, along the Sides of the Railway or Road, 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 or Road; and the Company shall lay down Kerbstones at the Edges of the Paths under the Bridges, and extend the Kerbstones respectively for a Distance of at least One hundred Feet from each End of the Four Corners thereof; and the Company shall
relay

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relay 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.

XCII. The Company shall at their own Expense do all such Things in the way of lighting, watching, 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.

Precaution during Works.

XCIII. The Company shall not at any Time during the Progress of any of the Works of the Company connected with these Roads shut up or in any way impede the public Traffic along more than One Foot-path, and One Half of the Width of any of these Roads, at any One and the same Time, or if One Half of the Roads be insufficient in Width for the free Passage of Two Carriages abreast, then no more than Fifty Yards in Length of the Roads where 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 the Works.

XCIV. No Works of the Company connected with these 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 these Roads or any of them, for the Purpose of making the Railway and Works or any of them, and the re-making of such Roads, and all other Works of every Description connected with these Roads, at any Time thereafter to be done by or for the said Company, shall be done under the Direction and Superintendence and to the Satisfaction of the Surveyor of the said Trustees, and the Plans and Designs of the said Bridges and the Works connected therewith shall be approved of by the said Surveyor for Time being, and the Materials whereof such Bridges and other Works shall be constructed shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Description respectively as shall be approved of by such Surveyor.

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

XCV. The Company shall finish and complete, to the Satisfaction of the said Surveyor for the Time being of the *Surrey* and *Sussex* Roads, the Bridges, Carriageways, and 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

Works for crossing Roads to be completed in Six Months.

[Local.]

30 H

these

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these Roads, and restore and give to the Public the full Use of the Carriageways and Footpaths within Six Months after the Day on which the Roads or Footpaths shall be first broken up or interfered with, or the Use thereof by the Public in any way interrupted or made less convenient than heretofore, or within such extended Time as may be agreed upon between the said Trustees and the Company.

Company to
make good
Damage to
Roads.

XCVI. If in making any of the Works the Company do or cause any Injury or Damage to any of these Roads, or the Carriageways or Footways thereof, or any of them, or any Part thereof respectively, or to any Brick or other Drain, Sewer, Cesspool, Water Channel, or other Convenience connected with any of these 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 Construction of any of the Works hereby authorized or required to be constructed by the Company any Alteration of the Carriageways or Footways respectively, or 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 Com-
pany fail to
repair such
Works, Road
Trustees
may repair.

XCVII. If and so often as the Company shall fail to repair and keep in good and complete Repair to the Satisfaction of the said Surveyor for the Time being the Bridges, Walls, Screen Walls, Fences, Sewers, Drains, and other Works connected with crossing the Roads 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 shall 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 Costs, Charges, and 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.

Alterations
with Consent
of Road
Trustees.

XCVIII. Provided always, That the Trustees and the Company may agree with each other for the carrying of the Railway over the Roads and Footpaths belonging to the said Trustees in any other Manner than is in this Act expressed, and for the making, doing, and maintaining by the Company of all Works, Matters, and Things as may be necessary or expedient

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expedient for the Purpose of this Act in connexion with the Roads and Footpaths, 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 and Footpaths as by the Agreement the Trustees expressly dispense with.

XCIX. The Company shall also pay, on Demand, to the Trustees of the aforesaid Roads, such a Sum not exceeding One Shilling for every Superficial Yard of the several Roads and Footpaths removed or disturbed by reason of the Works of the Company (and over and above all Costs of remaking or relaying the Roads or Footpaths, and of Repairs and Alterations, incurred by the Trustees,) as the Trustees may deem proper to be paid for the continued Labour and Supply of Materials necessary to restore effectively the Roads and Footpaths, and in default of Payment for Twenty-one Days after such Demand the same may be recovered by the Trustees from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Regulating
the Payment
to be made
for Damage
done to the
several
Roads.

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

Limiting
Time for the
Exercise of
the Powers
of this Act.

CI. If the Railways by this Act authorized (except those Railways for the making whereof the Consent of any other Company is by this Act required) be not completed and opened for public Traffic within the Period by this Act limited for the Completion thereof, then from the Expiration of that Period it shall not be lawful for the Company to declare or pay any Dividend on the ordinary Capital of the Company until the Railways by this Act authorized (except those before excepted) shall be completed and opened for public Traffic.

Dividends
suspended if
Railways not
completed
within Time
limited.

CII. For Traffic conveyed by the Company under the Powers of this Act, and by Engines and Carriages provided by them, over any Railway or Part of a Railway other than those authorized by the recited Acts or this Act, the Company may demand and receive upon and in respect of such other Railway such and the same Tolls for the Use thereof, and for the Use of the Engines and Carriages provided by them, as they shall for the Time being be authorized to demand upon or in respect of the Railways by the recited Acts authorized, and for Through Traffic on the Railways by this Act authorized; and in calculating such Tolls each such other Railway and the Railway of the Company from or to which the

Tolls on
Lines run
over by the
Company.

Traffic

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Traffic has passed or is passing shall be deemed One continuous Line of Railway.

Tolls for
Through
Traffic.

CIII. For Through Traffic the Company may demand and receive upon and in respect of the Railway by this Act authorized, and also, if conveyed by them over any other Railway in this Act mentioned, upon and in respect of such other Railway, such and the same Tolls for the Use thereof, and for the Use of Carriages and Engines provided by them, as they shall for the Time being be authorized to demand upon or in respect of the Railways by the recited Acts authorized: Provided always, that in calculating Distances for the Purposes of the Tolls payable to the Company for Through Traffic conveyed or to be conveyed by them over any Railway other than those authorized by this Act, such other Railway and the Railways by this Act authorized shall be deemed One continuous Line of Railway.

Tolls for
Short Traffic.

CIV. For Short Traffic the Company from Time to Time may demand and take for the Use of the Railway and of Carriages, when provided by them, any Tolls not exceeding the following; that is to say,

Tonnage.

With respect to the Tonnage of all Things conveyed on the City Section and the West End Section of the Railway, or on either of those Sections, or any Part thereof, as follows:

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, Fireclay, Cinders, Slag, and Stone, for the Use of the Railway not exceeding Eightpence *per* Ton, if conveyed for a Distance not exceeding Three Miles, and One Shilling *per* Ton if conveyed for a Distance exceeding Three Miles; and if conveyed in Carriages provided by the Company, an additional Sum not exceeding Fourpence *per* Ton:

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 Fireclay), 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, (except Carriages included in Class 3.,) for the Use of the Railway not exceeding One Shilling *per* Ton if conveyed for a Distance not exceeding Three Miles, and One Shilling and Sixpence

per

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per Ton if conveyed for a Distance exceeding Three Miles; and if conveyed in Carriages provided by the Company, an additional Sum not exceeding Sixpence *per* 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, for the Use of the Railway not exceeding One Shilling and Fourpence if conveyed for a Distance not exceeding Three Miles, and not exceeding Two Shillings and Sixpence if conveyed for a Distance exceeding Three Miles, and for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh an additional Sum not exceeding Fourpence:

With respect to Animals or Passengers conveyed in or upon Carriages on the City Section of the Railway and on the West End Section of the Railway, or on either of those Sections or any Part thereof, as follows:

Class 4. For every Horse or other Beast of Draught or Burden so conveyed, for the Use of the Railway not exceeding One Shilling if conveyed for a Distance not exceeding Three Miles, and not exceeding One Shilling and Sixpence if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding Sixpence:

Class 5. For every Ox, Bull, Cow, or Head of Neat Cattle so conveyed, for the Use of the Railway not exceeding Sixpence if conveyed for a Distance not exceeding Three Miles, and not exceeding Ninepence if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding Twopence:

Class 6. For every Calf, Pig, Sheep, Lamb, or other small Animal so conveyed, for the Use of the Railway not exceeding Fourpence if conveyed for a Distance not exceeding Three Miles, and not exceeding Sixpence if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Halfpenny:

Class 7. For every Person using the Railway, for the Use of the Railway not exceeding Sixpence if conveyed for a Distance not exceeding Three Miles, and not exceeding One Shilling if conveyed for a Distance exceeding Three Miles; and if conveyed in or upon any Carriage provided by the Company, an additional Sum not exceeding One Penny.

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Tolls for
Engines.

CV. For Short Traffic the Company may demand and take, for the Use of Engines or other Power for propelling or drawing Carriages on the City Section of the Railway and on the West End Section of the Railway, or on either of those Sections or any Part thereof, (in addition to the several other Tolls by this Act authorized,) any Tolls not exceeding One Third of the Sum by this Act allowed in the Case of Short Traffic for the Use of the Railway, for every Passenger or Animal, or for every Ton of Goods or other Articles.

Passengers
Luggage.

CVI. Every Passenger travelling on the Railway or any Section or Part thereof may take with him his ordinary Luggage, not exceeding One hundred and twelve Pounds in Weight for First-class Passengers, One hundred Pounds in Weight for Second-class Passengers, and Sixty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Tolls for
small Parcels
and Articles
of great
Weight.

CVII. For Short Traffic the Company may, notwithstanding the Rates of Tolls by this Act prescribed, demand and take, with respect to small Packages and single Articles of great Weight conveyed on the City Section or on the West End Section of the Railway, or on either of those Sections or any Part thereof, any Tolls not exceeding the following :

Class 6. For small Parcels not exceeding in Weight Seven Pounds, Threepence :

Exceeding Seven and not exceeding Fourteen Pounds, Fourpence :
Exceeding Fourteen and not exceeding Twenty-eight Pounds, Eightpence :

Exceeding Twenty-eight and not exceeding Fifty-six Pounds, One Shilling :

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

Provided always, that Articles sent in large aggregate 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 shall apply only to single Parcels in separate Packages.

Class 7. 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, shall exceed Four Tons but shall not exceed Eight Tons, the Company may demand and take any Sum they think fit, not exceeding Five Shillings per Ton :

Class 8. For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, including the

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the Carriage, shall exceed Eight Tons, the Company may demand and take any Sum they think fit.

CVIII. The following Provisions and Regulations shall apply to the fixing of the Tolls for Short Traffic ; that is to say, Regulations as to Tolls.

For a Fraction of a Ton the Company may demand Toll according to the Number of Quarters of a Ton in the Fraction, and if there be a Fraction of a Quarter of a Ton that 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.

CIX. With respect to Short Traffic, the maximum Rates of Charge to be made by the Company for the Conveyance on the City Section of the Railway and on the West End Section of the Railway, or on either of those Sections or any Part thereof, of Goods, Carriages, and Animals comprised in the following Classes respectively, and of Passengers, including the Tolls for the Use of the Railway and of Stations, and of Carriages, and for locomotive Power, and for every other Expense incidental to the Conveyance, shall not exceed the following Sums : Maximum Rate of Charges for Goods and Animals.

For all Articles in Class 1., if conveyed for a Distance not exceeding Three Miles, One Shilling *per* Ton ; and if conveyed for a Distance exceeding Three Miles, One Shilling and Sixpence *per* Ton :

For all Articles in Class 2., if conveyed for a Distance not exceeding Three Miles, One Shilling and Sixpence *per* Ton ; and if conveyed for a Distance exceeding Three Miles, Two Shillings *per* Ton :

For every Carriage in Class 3., if conveyed for a Distance not exceeding Three Miles, Two Shillings ; and if conveyed for a Distance exceeding Three Miles, Three Shillings .

For every Animal in Class 4., if conveyed for a Distance not exceeding Three Miles, One Shilling and Sixpence ; and if conveyed for a Distance exceeding Three Miles, Two Shillings

For every Animal in Class 5., if conveyed for a Distance not exceeding Three Miles, Eightpence ; and if conveyed for a Distance exceeding Three Miles, One Shilling :

For every Calf or Pig, if conveyed for a Distance not exceeding Three Miles, Fivepence ; and if conveyed for a Distance exceeding Three Miles, Eightpence :

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For every Sheep or other small Animal, if conveyed for a Distance not exceeding Three Miles, Threepence; and if conveyed for a Distance exceeding Three Miles, Sixpence:

For every Passenger conveyed in or upon a First-class Carriage, if conveyed for a Distance not exceeding Three Miles, Ninepence; and if conveyed for a Distance exceeding Three Miles, One Shilling:

For every Passenger conveyed in or upon a Second-class Carriage, if conveyed for a Distance not exceeding Three Miles, Sixpence; and if conveyed for a Distance exceeding Three Miles, Ninepence:

For every Passenger conveyed in or upon a Third-class Carriage, if conveyed for a Distance not exceeding Three Miles, Fourpence; and if conveyed for a Distance exceeding Three Miles, Sixpence.

Restrictions
as to Charges
not to apply
to Special
Trains.

CX. The Restrictions as to Charges to be made for Passengers shall not extend to any Special Train required to be run on the Railway, but shall apply to every Express and ordinary Train from Time to Time appointed by the Company for the Conveyance of Passengers and Goods on the Railway.

Company
may take
increased
Charges, by
Agreement.

CXI. Nothing in this Act contained shall prevent the Company from taking any increased Charge (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 the Goods, either with respect to the Conveyance thereof (except small Parcels) by Passenger Trains, or by reason of any other special Service, other than the Conveyance of the Goods, performed by the Company in relation thereto.

Company
not bound
to carry
Manure, &c.

CXII. The Company shall not be bound to carry on the City Section or the West End Section of the Railway, or on any Part of either of those Sections, any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

Tolls may
be taken
by other
Companies,
subject to
Working
Agreement.

CXIII. If, under the Provisions of this Act or of "The Railways Clauses Consolidation Act, 1845," or any Contract or Agreement authorized by this Act, the Company agree with any other Company for the Use by any such other Company of the Railway, then and in such Case, during such Contract or Agreement, Tolls and Charges not exceeding such as are authorized by this Act may be demanded and taken by such other Company upon or in respect of the Railway, in accordance with the Terms and Stipulations of such Contract or Agreement; and such Tolls and Charges, or any agreed proportionate Part thereof, shall be paid over to the Company, or be detained by such other Company for their own Use or Benefit, subject to such Deductions, Payments, or Liabilities as may be provided for in such Contract or Agreement.

CXIV. The

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CXIV. The Company on the one Part, and the *Great Northern Railway Company*, the *Great Western Railway Company*, the *Metropolitan Railway Company*, and the *Victoria Station and Pimlico Railway Company*, or any One or more of those Companies, on the other Part, may from Time to Time enter into and carry into effect Contracts or Agreements with respect to the following Purposes or any of them, and any incidental Matters; that is to say,

Traffic Arrangements,
&c.

The Maintenance, Management, Use, and working by any or either of the contracting Companies of all or any Part of the Railways and Undertaking of the Company, and of all or any of the Stations, Works, and Conveniences belonging to or lawfully used by the Company, and the Costs and Expenses thereof:

The Collection, Regulation, Management, Interchange, Protection, Transmission, and Delivery by any or either of the contracting Companies of the whole or any Part of the Traffic upon the Railways or any Parts of the Railways and Undertakings of all or any other of the contracting Companies respectively:

The Division and Apportionment of such Traffic between the contracting Companies:

The Supply, Maintenance, and Use of any Rolling or Working Stock and Plant required for such Purposes, and the Employment, Payment, and Dismissal of Officers and Servants:

The fixing and Collection of the Tolls, Rates, and Charges to be levied or taken in respect of the Traffic conveyed over the several Railways of the contracting Companies or any of them, or any Part thereof respectively, not exceeding the maximum Tolls, Rates, and Charges authorized by the Acts of Parliament relating to such Railways respectively:

The Division, Appropriation, and Distribution of the Tolls and other Receipts arising from the Traffic upon their respective Railways or any Part thereof respectively, subject to any Deductions to be made therefrom, or any Rent or other Consideration to be paid by any or either of the contracting Companies to the other or others of them, by virtue of such Contract:

The Rent and other Payments and Allowances, periodical or otherwise, to be paid or allowed by any or either of the contracting Companies to the other or others of them, and the Appropriation thereof:

The Appointment of a Joint Committee for the Purposes of any such Contract or Agreement, and the Exercise by them of such of the Rights, Powers, and Privileges of the contracting Companies, or any or either of them, as may be deemed expedient.

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Agreement
to be ap-
proved by
Board of
Trade.

Agreements
not to affect
Persons not
Parties
thereto.

CXV. Any such Contract or Agreement (save such as might be entered into under the Provisions of "The Railways Clauses Consolidation Act, 1845,") shall not have any Operation until the same shall have been approved of by the Board of Trade; and no such Contract or Agreement as aforesaid shall in any Manner alter, affect, increase, or diminish any of the Tolls, Rates, or Charges which the contracting Companies shall for the Time being be respectively authorized and entitled to demand and receive from any Person or any other Company, but all other Persons and Companies shall, notwithstanding any such Contract or Agreement, be entitled to the Use and Benefit of the Railways or Parts of Railways to which such Contract or Agreement may relate, upon Terms and Conditions, and on Payment of Tolls, Rates, and Charges, at least as favourable to them as they would have been in case no such Contract or Agreement had been entered into.

Agreement
may be re-
newed, with
Approval of
Board of
Trade.

CXVI. At or after the Expiration or other Determination of any such Contract or Agreement, the Company, and any One or more of the Companies by this Act authorized to make such Contracts or Agreements, with the Consent in Special Meeting of the Shareholders of each of the contracting Companies, and subject to the Approval of the Board of Trade, may enter into and carry into effect a further Contract or Agreement for all or any of the Purposes aforesaid: Provided that before such Companies shall enter into any such further Contract or Agreement as aforesaid they shall give Notice of their Intention so to do by Advertisement, in a Form to be approved of by the Board of Trade, inserted once in each of Three successive Weeks in some Newspaper published or circulating in each County in which any Part of the Railway or Railways to which such proposed Contract or Agreement relates is situated, and every such Notice shall set forth within what Time and in what Manner any Company or Person aggrieved by such proposed Contract or Agreement, and desiring to object thereto, may bring such Objections before the Board of Trade; and no such Contract or Agreement shall be valid at Law or in Equity until the same shall have been approved of by the Board of Trade.

Agreements
inoperative
until ap-
proved by
Board of
Trade.

Agreements
not to take
effect unless
approved by
Three Fifths
of Votes
of Share-
holders.

CXVII. Any such Contract or Agreement shall not have any Operation or Effect unless and until the same shall have been submitted to and approved by a Majority of not less than Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at a Meeting of each Company being or intended to be Party thereto, convened with Notice that the Terms of such Contract or Agreement will be submitted to the Meeting, and shall have been approved of by the Board of Trade, upon Proof to their Satisfaction of the Approval thereof at such Meetings by such

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such Majority as herein-before required, which Proof shall be given before the Board of Trade shall approve such Contract or Agreement.

CXVIII. Any such Contract or Agreement may be varied or determined by Consent of all the Parties thereto; but any such Variation or Determination shall not operate or take effect until approved by such Majority of the Votes of the Shareholders in each Company being or intended to be a Party to the Contract so to be varied or determined, as herein-before required, and by the Board of Trade, in the Manner lastly herein-before provided, Notice of any such intended Variation or Determination being also given previously to such Approval in manner aforesaid.

Contracts may be varied or rescinded.

CXIX. Provided always, That it shall be lawful for the Board of Trade, if they think fit, on the Expiration of every Ten Years from the Commencement of every such Contract or Agreement, or on the Expiration of every Ten Years from the Period when any previous Revision thereof shall have been made by them, to cause the same to be revised; and the Board of Trade shall have Power to declare any Modification required by that Board to be Part of the Contract or Agreement, and thenceforth the Contract or Agreement shall be read and take effect accordingly.

Modification of such Contract by Board of Trade.

CXX. The Company, previously to the Expiration of each such Period of Ten Years, shall give such public Notice as the Board of Trade may prescribe, that that Board has such Power, and is about to enter upon such Revision, and will entertain Complaints with a view to the Removal of any Evil resulting to the Public from any such Contract or Agreement.

Notice of Revision.

CXXI. Every such Meeting shall be called by Advertisements inserted once in each of Two successive Weeks in a Morning Newspaper published in *London*, the last of which Advertisements shall be published not less than Seven Days before such Meeting, and also by a Circular addressed to each Shareholder entitled to vote at Meetings of each Company being or intended to be a Party to the Contract or Agreement so to be made, or (as the Case may be) varied or determined, to be served in the Manner prescribed by "The Companies Clauses Consolidation Act, 1845," with respect to Notices requiring to be served by the Company upon the Shareholders.

Meeting, how to be convened.

CXXII. The contracting Companies may by any such Contract or Agreement appoint a Joint Committee, composed of such Number of the respective Directors of those Companies as they may respectively think proper,

Appointment of Joint Committee for carrying proper,

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Agreements
into effect.

proper, and from Time to Time may alter, vary, and renew any such Committee as Occasion may require, and may regulate the Proceedings of such Committee, and delegate to such Committee all such Powers of the contracting Companies respectively as may be necessary for carrying into effect the Purposes of such Contract or Agreement; and every such Joint Committee so appointed shall have and may exercise the Powers so for the Time being delegated to them, in like Manner as the same might have been had and exercised by the contracting Companies respectively, or their respective Directors.

New Traffic
included in
Arrange-
ments with
the Victoria
Station and
Pimlico
Railway
Company.

CXXIII. All Traffic upon the Railway and the Metropolitan Extensions which may also be carried upon or over the *Victoria* Station and *Pimlico* Railway, or any Part thereof, shall be Traffic of the Company, referred to in the Agreement between the Company and the *Victoria* Station and *Pimlico* Railway Company set forth in the Schedule to and confirmed by the "*Victoria* Station and *Pimlico* Railway Act, 1858," and such Traffic shall be deemed to be Traffic for the Passage and Accommodation of which the Company may use the Station and Railway of the *Victoria* Station and *Pimlico* Railway Company, and in respect of which Payments are to be made to such last-mentioned Company: Provided always, that the Company and the *Victoria* Station and *Pimlico* Railway Company may, with the Consent of Three Fifths of the Votes of Shareholders present, personally or by Proxy, at Meetings of the respective Companies convened for the Purpose, alter the Terms of the said Agreement or of any future Agreements, either as regards the Accommodation to be provided at the said Station, the Rate of Payment *per* Passenger, or the Payment of any fixed or contingent Sum in lieu of any Rate of Payment *per* Passenger, or in addition thereto or otherwise, and either alone or in conjunction with any other Company using the Railway and Station of the *Victoria* Station and *Pimlico* Railway Company, or otherwise, as the Companies Parties to the Arrangement mutually agree; and such Companies may enter into and carry out any new Contract or Agreement for effecting the Purposes aforesaid.

Contracts
with Corpo-
ration and
Boards of
Works.

CXXIV. The Company on the one hand, and the Lord Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, and any District Boards of Works, or any One or more of such Bodies, on the other hand, may from Time to Time enter into and carry into effect such Contracts or Arrangements as the contracting Parties think fit with respect to all or any of the Purposes following, and any incidental Matters; that is to say,

The Construction, Maintenance, and Repairs by the Company, at their own Expense, or at the Expense of the other contracting Parties, or at the joint Expense of the Company and such Parties,
of

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Act, 1860.*

of any Works constructed, or which might lawfully be constructed, maintained, or repaired by those Parties alone, and which shall be connected with or consequent on the Construction of the Railway, or may be beneficially connected therewith or incident or auxiliary thereto :

The Construction, Maintenance, and Repairs by the other Parties, at their own Expense, or at the joint Expense of themselves and the Company, of any Work which the Company might lawfully construct, maintain, or repair, and which may be beneficially undertaken by those other Parties :

The Benefit, Use, Appropriation, and Development of any Improvements or Opportunities for Improvements, or other Advantages, which may arise in, by, or in consequence of the Execution of the Powers of the Company :

The Appropriation to and vesting in any One or more of the contracting Parties, temporarily or permanently, of any Works, Buildings, Sites of Works and Buildings, Lands, and Property of any other or others of them :

The joint or separate Use by all or any of the contracting Parties of any such Works, and the Mode and Periods of constructing or repairing any such Works, the Position, Number, Dimensions, and Materials of such Works, and the Superintendence and Control thereof, and of the Construction and Repairs thereof :

The Rents, Payments, Contributions, and Allowances to be paid or made by or to any or either of the contracting Parties to or by the other or others of them under any such Contract or Arrangement or under this Act, and the Appropriation thereof.

CXXV. The Company may from Time to Time raise (in addition to the Sums of Money which by any other Acts they are or may be authorized to raise) by the Creation of new Shares in the Undertaking of the Company, in One or more Classes, and of such Amount as will allow the same to be conveniently apportioned or disposed of according to the Resolution of any Ordinary or Extraordinary Meeting of the Company, any further Sum not exceeding One million six hundred and fifty thousand Pounds, for the Purposes of the Metropolitan Extensions, (and the Shares for raising which Sum are herein-after comprised under the Name of the Metropolitan Extension Shares,) and One hundred thousand Pounds for other Purposes of this Act.

Power to
Company to
create new
Shares.

CXXVI. The Profits of the Metropolitan Extensions applicable to Dividend from Time to Time shall be applied, in the first place, in Payment of Dividend on the Metropolitan Extension Shares until a Dividend, of such Amount (not exceeding Six *per Centum per Annum*) as the Company at any Meeting shall attach to those Shares, shall have

Application
of divisible
Profits of
Metropolitan
Extensions.

[Local.]

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been

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

Metropolitan Extension Shares not to participate in general Profits.

CXXVII. The Holders of Metropolitan Extension Shares shall not have or be entitled to any Interest or Dividend out of any Profits of the Company, except the Profits of the Metropolitan Extensions.

For ascertaining divisible Profits.

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

Privileges may be attached to new Shares.

CXXIX. Subject to the Provisions of this Act with respect to existing preferential Shares, the Company may from Time to Time, with the Sanction of Three Fifths of the Votes of the Shareholders present, personally or by Proxy, at any Extraordinary Meeting convened with Notice of this Purpose, attach to any new Shares or any Class of new Shares created by the Company, under the Powers of this Act for raising the said Sum of One hundred thousand Pounds or any Part thereof, before the Issue of such Shares, any Interest or Dividend, or any perpetual, terminable, fixed, variable, contingent, or absolute Preference or Priority of Interest or Dividend, not exceeding the Rate of Six Pounds *per Centum per Annum*, as to the Company shall seem fit.

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

CXXX. Provided always, That all such new Shares of the same Class shall be of the same Amount, and shall bear and confer the same Dividends, Rights, and Privileges: Provided also, that any such new Shares or any Class of such new Shares may (with the like Sanction of any Extraordinary Meeting) be created and issued as preferred Half Shares and deferred Half Shares, in accordance with the Provisions of any other Acts relating to the Company and for the Time being in force; and all the Clauses, Provisions, and Restrictions of those Acts applicable to Half Shares from Time to Time in force shall apply to all Half Shares created under this Act.

CXXXI. The

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Act, 1860.*

CXXXI. The new Shares created by the Company for raising the said Sum of One hundred thousand Pounds under the Powers of this Act shall be entitled to the preferential Dividend (if any) which may have been attached to them by the Company as aforesaid out of the Profits of the Company in each Year applicable to Dividend on those Shares, in Priority to the ordinary Shares and Stock in the Company; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits available for the Payment of the full Amount of such preferential Dividend for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year or out of any other Funds of the Company.

*Defining
Profits ap-
plicable to
preferential
Dividends.*

CXXXII. Any Preference or Priority in the Payment of Interest or Dividend on any Shares or Stock which may be granted by the Company for raising the said Sum of One hundred thousand Pounds, in pursuance of this Act, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock which may have been granted by the Company by or in pursuance of or which may have been confirmed by any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

*Saving
existing
Preference
Shares.*

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

*Qualifica-
tions of
new Share-
holders.*

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

*Disposition
of new
Shares.*

CXXXV. The Amount of any One Call to be made upon the Proprietors of any new Shares created under the Powers of this Act shall not exceed the Rate of Twenty *per Centum* on the Amount of such Shares, and there shall be an Interval of Two Calendar Months at least between every Two successive Calls.

*Limit of
Amount and
Number of
Calls.*

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

*Unissued
Shares may
be cancelled.*

CXXXVII. All

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

Special
Application
of Monies.

CXXXVII. All Sums raised by the Company under the Powers of this Act, for the Purposes of the Metropolitan Extensions or the general Undertaking of the Company, shall be applied only for those respective Purposes.

Power to
borrow for
new Under-
taking.

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

Further
borrowing
Powers.

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

Priority of
existing
Mortgages.

CXL. All Mortgages granted by the Company before the passing of this Act, and which are in force at the Time of the passing of this Act, shall during

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during their Continuance, and as regards the Undertaking or Portion of Undertaking thereby assigned, have Priority over all Mortgages granted by virtue of this Act, and attaching on the same Undertaking or Portion of Undertaking.

CXLI. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Distribution of the Capital of the Company into Shares, with respect to the Transfer or Transmission of Shares, with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls, with respect to the Forfeiture of Shares for Nonpayment of Calls, with respect to the borrowing of Money by the Company on Mortgage or Bond, with respect to the Conversion of the borrowed Money into Capital, with respect to the Consolidation of the Shares into Stock, and with respect to the making of Dividends, shall be incorporated with this Act, and shall, in all Particulars not otherwise provided for by or under the Powers of this Act, respectively apply to all Shares created and issued and to all Mortgages and Bonds granted and Monies borrowed under the Powers of this Act by the Company; and in construing those Clauses and Provisions in connexion with this Act the Expression "the Special Act" shall mean this Act, the Expression "the Company" shall mean the *London, Chatham, and Dover* Railway Company, the Expression "the Undertaking" shall (subject to the Provisions of this Act and of all other Acts charging or allocating any Mortgages, Bonds, Stock, or Shares of the Company upon or to any specified Undertaking or Portion of Undertaking or Profits of the Company,) mean the Undertaking of the Company, except in so far as there shall be anything in the Context or Subject Matter, or in the Provisions of this Act, inconsistent with such Construction.

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

CXLII. The Company from Time to Time may purchase, hire, or provide and work Steam Vessels, Wharves, Quays, Jetties or Piers, Yards and other Premises, and Machinery, for the Purpose of carrying on and maintaining convenient and efficient Communications by means of Steam Vessels in connexion with their Railways between *Dover* and the Continent of *Europe*, and may make and carry into effect Contracts for that Purpose, and may contract or arrange with and subscribe towards the Funds of any Company navigating or intending to navigate Steam Vessels between *Dover* and the Continent of *Europe*, and in and upon such Vessels may convey Passengers, Animals, and Goods, or agree with any such other Company for so doing; and either of the Parties to any such Agreement may (if it be so stipulated therein) take, collect, and recover as One entire Charge the Toll payable upon or in respect of any Railway of the Company, and the Rate chargeable for the Conveyance

Power to provide and use Steam Vessels, &c.

[Local.]

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by

London, Chatham, and Dover Railway (Metropolitan Extensions) Act, 1860.

by any Steam Vessel for any Passengers, Animals, or Goods conveyed or to be conveyed on the same Occasion, both by any such Railway and any such Steam Vessel, and the Sums so received shall be applied or apportioned and divided in such Manner as the Parties to any such Agreement agree upon.

Charges for
Use of
Steam Boats.

CXLIII. And whereas by "The *South-eastern Railway, Canterbury and Whitstable and Steam Packets, Act, 1853,*" the *South-eastern* Company are empowered to charge for the Conveyance of Passengers in the Steam Vessels worked or employed by them such reasonable Rates as they may think proper, not exceeding for First-class Passengers between *Folkestone* or *Dover* and *Boulogne* or *Calais* the Sum of Eight Shillings each, and for Second-class Passengers between those Places Six Shillings each: Therefore the Company may charge for the Conveyance of Passengers in the Steam Vessels worked or employed by them between *Dover* and *Calais* or *Boulogne* such reasonable Rates as they think proper, not exceeding the Rates following; (to wit,)

Passengers between *Dover* and *Calais* or *Boulogne*—

First Class	-	-	Eight Shillings each.
Second Class	-	-	Six Shillings each.

For securing
Equality of
Treatment.

CXLIV. Such Rates shall be at all Times charged to all Persons equally and after the same Rate in respect of Passengers conveyed in a like Vessel passing between the same Ports or Places under the like Circumstances, and no Reduction or Advance in any such Rate shall be made in favour of or against any Person using any Steam Vessel in consequence of such Person having travelled over the whole or any Part of the Railways of the Company, or not having travelled upon any Part thereof.

Provisions
of former
Acts to ap-
ply to Rates
authorized
to be taken.

CXLV. All the Provisions and Regulations contained in the recited Acts relating to the Railway with respect to the Collection, Receipt, and Recovery of the Rates and Tolls authorized to be taken for the Conveyance of Passengers, Animals, and Goods upon the Railway, and for the Prevention of Frauds upon the Company in respect thereof, shall (so far as the same are applicable) extend to the Passengers, Animals, and Goods conveyed in or upon such Steam Vessels, and the Rates for their Conveyance.

Company
empowered
to make
Byelaws.

CXLVI. The Company may from Time to Time make Byelaws, Orders, and Regulations in relation to Passengers, Animals, and Goods conveyed in or upon such Steam Vessels, and as to the Embarkation and Disembarkation thereof respectively, and may enforce the Observance
of

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of the same by Penalties, in the same Manner as they may with respect to Passengers, Animals, and Goods conveyed upon their Railways; such Byelaws, Orders, and Regulations being previously sanctioned and authenticated in the same Manner as is required by the Acts relating to the Railways, and by the general Law relating to Railways; and such Byelaws, Orders, and Regulations, and all Penalties and Forfeitures in respect of the Breach thereof, shall be enforced and recovered in the same Manner as by such Acts provided with respect to Offences committed upon the Railways: Provided always, that nothing in this Act contained shall prejudice or affect any Powers of the Warden and Assistants of *Dover Harbour*, or their Harbour Master, or any Right of the Mayor, Aldermen, and Burgesses of *Dover*, or of the Warden and Assistants of *Dover Harbour*, to make Byelaws within the Town and Port or Harbour of *Dover*, and that no Byelaws shall be made by the Company as to the Embarkation or Disembarkation of Passengers, Animals, or Goods at that Port, or any Matter in respect of which the Mayor, Aldermen, and Burgesses of *Dover*, or the Warden and Assistants of *Dover Harbour*, have Power to make Byelaws, which shall be inconsistent with any Byelaw of the said Mayor, Aldermen, and Burgesses, or Warden and Assistants, duly made, or the Subject Matter of which shall be provided for by any such Byelaw; and if any Matter is or shall be provided for by any Byelaw of the said Mayor, Aldermen, and Burgesses, or of the said Warden and Assistants, any Byelaw of the Company relating to the same Matters shall from its making, or (as the Case may be) from and after the making of the Byelaw of the said Mayor, Aldermen, and Burgesses, or Warden and Assistants, be void and of none Effect.

CXLVII. Provided always, That in the Month of *August* or of *September* One thousand eight hundred and seventy-four, and in the Month of *August* or of *September* in the Years One thousand eight hundred and eighty-one and One thousand eight hundred and eighty-eight, and of each Seventh Year thereafter, or in any of those Months, the Board of Trade may, if they shall be of opinion that the Public Interests are injuriously affected by the Exercise of the Powers and Provisions of this Act with respect to Steam Vessels, give to the Company Notice in Writing thereof, and of the Reasons on which that Opinion is founded; and if the Company shall not before the Beginning of the then next Session of Parliament make Provision to the Satisfaction of the Board of Trade for remedying the Injury to the Public Interests, or if the same are incapable of being remedied by the Company, then the Board of Trade, at the Beginning of the Session of Parliament then next following, shall report to Parliament such their Opinion, and the Reasons on which that Opinion is founded; and at the

Provisions
for Cesser of
Powers as to
Steam Ships,
on Report
from Board
of Trade.

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the Expiration of Twelve Calendar Months after the Presentation to Parliament of any such Report those Powers and Provisions, or such of them as are specified in such Report, shall (unless Parliament in the meantime otherwise provide) cease to be exercised.

Company to make good Parochial Rates until Works are assessed.

CXLVIII. If and while the Company are possessed under this Act of any Lands in the Metropolis assessed or liable to be assessed to any Sewers Rate, Consolidated Rate, Main Drainage Rate, Poor Rate, Church Rate, General Purposes Rate, or any other Parochial or Ward Rate, they shall from Time to Time, until the Railway or the Works thereof are completed and assessed or liable to be assessed thereto, be liable to make good the Deficiency in the Assessment for such Rates by reason of those Lands being taken or used for the Purposes of the Railway or Works, and the Deficiency shall be computed according to the Rental at which those Lands with any Buildings thereon are now rated.

Penalties and Rates to be recovered.

CXLIX. All Expenses, Penalties, and Rates to be levied and recovered by virtue of this Act by the Commissioners of Sewers of the City of *London* and the Liberties thereof shall be levied and recovered in the Manner prescribed by "The City of *London* Sewers Act, 1848," unless otherwise provided for by this Act.

Recovery of Monies by Distress.

CL. All Rates for the Use of or Conveyance in Vessels due and payable to the Company on any Account whatsoever, and all Costs, Damages, and Expenses by this Act directed to be paid, and the Amount whereof is not disputed, may be levied by Distress, and any Justice, on Application by or on behalf of the Company, shall issue his Warrant accordingly.

Costs of Distress.

CLI. Any Justice who issues any such Warrant of Distress may order that the Costs of the Proceedings for the Recovery of such Rate or Sum shall be paid by the Person liable to pay such Rate or Sum, and such Costs shall be ascertained by the Justice, and shall be included in the Warrant of Distress for the Recovery of such Rate or Sum.

Several Names in One Warrant.

CLII. Any Number of Names and Sums may be included in any Warrant of Distress or Notice obtained or given by the Company for any of the Purposes of this Act, and may be stated either in the Body of the Warrant or Notice, or in a Schedule thereto.

Saving Rights of the Crown.

CLIII. Nothing in this Act contained shall authorize the Company to purchase, take, use, or otherwise interfere with any Foreshore or other Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof,

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thereof, belonging to Her Majesty in right of Her Crown, without the previous Consent in Writing of the Commissioners of Woods, Forests, and Land Revenues, or One of them, (and which they and he are and is by this Act authorized to give,) or take away, lessen, prejudice, or alter any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

CLIV. Nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Jurisdictions, Franchises, Rights, Powers, or Privileges of the Admiralty. Saving Rights of Admiralty.

CLV. Nothing in this Act contained shall extend or be construed to extend to prejudice or derogate from the Estates, Rights, Interests, Liberties, Privileges, or Franchises of the Mayor and Commonalty and Citizens of the City of *London*. Saving Rights of the Corporation of London.

CLVI. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Powers, Rights, Privileges, and Authorities of the Metropolitan Board of Works, or of the Commissioners of Sewers of the City of *London* and the Liberties thereof, or any Vestry or District Board. Saving Rights of Metropolitan Board of Works, &c.

CLVII. Nothing in this Act contained shall give or be deemed to give to the Metropolitan Board of Works any Power of entering into Contracts for Loans, Payments, Subscriptions, or otherwise. Act not to confer certain Powers on the Metropolitan Board of Works.

CLVIII. Except only as is by this Act expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any Estate, Right, Title, Interest, Power, Authority, or Privilege of the *Brighton* Company, the *Great Northern* Railway Company, the *South-western* Company, the *Metropolitan* Railway Company, and the *Victoria Station and Pimlico* Railway Company, or either of them. Saving Rights of the Railway Companies.

CLIX. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained. No Interest or Dividend to be paid on Calls paid up.

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Act, 1860.*

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

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

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

CLXI. Nothing in this Act contained shall exempt the Railway by this Act authorized to be made 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 or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or the Rates for small Parcels or for Steam Vessels, by this Act respectively authorized.

Expenses of
Act.

CLXII. All Costs, Charges, and Expenses of and incident to the obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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