ANNO VICESIMO SEPTIMO & VICESIMO OCTAVO

VICTORIÆ REGINÆ.

***

and (No. 6) by this Act authorized are in this Act referred to as the *Hammersmith Junction* Lines: And whereas it is expedient that Provision be made, as in this Act contained, with respect to an Alteration and Addition at *Hammersmith* of and to the authorized Line and Levels, and the Rails and Works of the *Hammersmith and City* Railway: And whereas it is expedient that Communication by the Junction Line of Railway at *Acton* by this Act authorized (in this Act referred to as the *Acton Junction* Line) be effected between the *North and South Western Junction* Railway and the Company's proposed *Kensington and Richmond* Line: And whereas it is expedient that Provision be made with respect to the making and maintaining of the *Acton Junction* Line, either by the Company or by the *North and South Western Junction* Railway Company (in this Act called the *North and South Western* Company), and for the working over and using of the same by the Company not making or maintaining it: And whereas it is expedient that the Company be authorized to work over and use a Portion at *Hammersmith* of the *Hammersmith and City* Railway: And whereas it is expedient that the *Hammersmith and City* Railway Company, in this Act called the *Hammersmith and City* Company, and the *Great Western* Railway Company, be respectively authorized to work over and use Portions between *Hammersmith* and *Richmond* of the Railways by this Act authorized and the Stations thereon: And whereas it is expedient that the *North and South Western* Company and the *London and North-western* Railway Company (in this Act called the *North-western* Company) be authorized to work over and use a Portion of the Company's proposed *Kensington and Richmond* Line and the Stations thereon: And whereas it is expedient that Agreements between the Company on the one hand, and the *Hammersmith and City* Company and the *Great Western* Company respectively on the other hand, with respect to the working over and using of Portions of the Company's proposed *Kensington and Richmond* Line and of the proposed *Hammersmith Junction* Lines respectively, be authorized: And whereas it is expedient that Agreements between the Company on the one hand, and the *North and South Western* Company, and the *North-western* Company, and the *North London* Railway Company (in this Act called the *North London* Company) respectively on the other hand, with respect to the working over and using of the proposed *Acton Junction* Line, and so much of the Company's proposed *Kensington and Richmond* Line as lies between the Junction therewith of the proposed *Acton Junction* Line and *Richmond*, be authorized: And whereas it is expedient that Working and Traffic and other Arrangements between the Company on the one hand, and the several other Companies with which Working Agreements may be so made respectively on the other hand, be authorized: And whereas it is

expedient

London and South-western (Kensington and Richmond) Railway Act, 1864.

expedient that the Company on the one hand, and the *North-western* Company, and the *Great Western* Company, and the *London, Brighton, and South Coast* Railway Company (in this Act called the *Brighton* Company), and the *West London Extension* Railway Company (in this Act called the *West London Extension* Company) respectively on the other hand, be authorized to enter into and carry into effect Agreements with respect to the Junction with the *West London* Railway of the Company's proposed *Kensington and Richmond* Line, and the working over and User by the Company of the Station at *Kensington* on the *West London* Railway, and the Portion there of the *West London* Railway Southward of that Junction: And whereas it is expedient that Provision be made with respect to a Junction of the Company's proposed *Kensington and Richmond* Line with their Loop Line near the Point where the former Line is proposed to pass over that Loop Line in *Chiswick:* And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of this Act: And whereas Plans and Sections of the intended Lines of Railway showing the Lines and Levels thereof respectively, and the Lands in which the same are intended to be made, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the respective Clerks of the Peace for the Counties of *Middlesex* and *Surrey*, and those Plans, Sections, and Books of Reference are in this Act referred to as the deposited Plans, Sections, and Books of Reference: And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*London and South-western* (*Kensington and Richmond*) Railway Act, 1864."

8 & 9 Vict. cc. 18. & 20., 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

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

3. The

London and South-western (Kensington and Richmond) Railway Act, 1864.

Parts of 8 & 9 Vict. c. 16. incorporated.

3. The following Provisions of "The Companies Clauses Consolidation Act, 1845," are incorporated with this Act; (that is to say,)

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 upon Nonpayment of Calls:

With respect to the Remedies of Creditors of the Company against the Shareholders:

With respect to the borrowing of Money by the Company on Mortgage or Bond:

With respect to the Conversion of the borrowed Money into Capital:

With respect to the Consolidation of the Shares into Stock:

With respect to the Provision to be made for affording Access to the Special Act by all Parties interested.

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

4. The several Words and Expressions to which by the Acts in whole or in part incorporated with this Act Meanings are assigned have in this Act the same respective Meanings, unless excluded by the Subject or Context: Provided that the Expression "Superior Courts" or "Court of competent Jurisdiction," or any other like Expression in this Act, shall be read and have effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Words "Shares" and "Shareholders" include, when requisite, "Stock" and "Stockholders."

Provisions of 25 & 26 Vict. c. xlii. as to Shares and Stock to apply to Shares and Stock under this Act.

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

Saving Rights of existing Preference Shareholders.

6. Provided always, That any Preference assigned to any Shares or Stock issued under this Act shall not affect any Guarantee or any Preference or Priority in the Payment of Dividends or Interest on any Shares or Stock that may have been granted by the Company under or confirmed by any Act passed previous to the passing of this Act, or that may be otherwise lawfully subsisting.

Certain Provisions of 21 & 22 Vict. c. lxxxix.,

7. The Provisions of Sections 99 to 105 (both inclusive) of "The *South-western* Railway (Works and Capital) Act, 1858," and of

of Sections 71 to 79 (both inclusive) of "The *South-western* Railway (Additional Powers) Act, 1862," and of Section 115 of "The *South-western* Railway Act, 1863," with respect to Debenture Stock, extend to this Act with respect to the Mortgages by this Act authorized. 25 & 26 Vict. c. xlii., and 26 & 27 Vict. c. xc. to apply to Mortgages under this Act.

8. Subject to the Provisions of this Act, the Company from Time to Time may enter upon, take, and use, for the Purposes of the Works by this Act authorized, such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they think fit. Power to take Lands.

9. The Company's Powers under this Act for the compulsory Purchase of Lands shall not be exercised after the Expiration of Three Years after the passing of this Act. Powers for compulsory Purchases limited.

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

11. Subject to the Provisions of this Act, and of the Acts and Parts of Acts incorporated therewith, the Company from Time to Time may make and maintain the several Lines of Railway and Works by this Act authorized in the Lands shown on the deposited Plans and specified in the deposited Books of Reference, and, so far as the Lines and Levels thereof are shown on the deposited Plans and Sections, may make and maintain the same in accordance with the Lines and Levels so shown. Power to make Works authorized by Act.

12. The several Lines of Railway and Works by this Act authorized to be made and maintained by the Company comprise the following Lines of Railway and Works, with all proper and sufficient Sidings, Stations, Buildings, Yards, Bridges, Viaducts, and other Works and Conveniences connected therewith; (that is to say,) Works authorized by Act.

(A.) Railway (No. 1), being a Line of Railway commencing in the Parish of *Saint Mary Abbotts*, *Kensington*, by a Junction with the *West London* Railway in or near to the Northern End of the *Kensington* Station on that Railway, and terminating in the Parish of *Saint Peter and Saint Paul*, *Hammersmith*, on the Western Side of *Shepherd's Bush Lane*:

(B.) Railway (No. 3), being a Line of Railway commencing on the Eastern Side of the Road known as the *Grove*, and terminating in the Parish of *Richmond*, at or near to the Company's *Richmond* Station, and on the Northern Side thereof:

Which Railways (No. 1) and (No. 3) are the Lines of

Railway referred to in this Act as the *Kensington and Richmond* Line:

(C.) Railway (No. 4), being a Line of Railway commencing at the Termination of Railway (No. 1) by a Junction therewith, and terminating in the Parish of *Saint Peter and Saint Paul, Hammersmith*, by a Junction with the *Hammersmith and City* Railway, as proposed to be altered under the Provisions in that Behalf of this Act:

(D.) Railway (No. 5), being a Line of Railway commencing in the Parish of *Acton* by a Junction with the *North and South Western Junction* Railway, and terminating in the Parish of *Chiswick* by a Junction with Railway (No. 3):

Which Railway (No. 5) is the Line of Railway referred to in this Act as the *Acton Junction* Line:

(E.) Railway (No. 6), being a Line of Railway commencing from and out of the *Hammersmith and City* Railway, as proposed to be altered under the Provisions in that Behalf of this Act, and terminating in the Parish of *Saint Peter and Saint Paul, Hammersmith*, on the Eastern Side of the Road known as the *Grove*:

And which Railways (No. 4) and (No. 6) are the Lines of Railway referred to in this Act as the *Hammersmith Junction* Lines.

Stations at Richmond and Kew.

13. The Company shall make and maintain a proper and sufficient Station at *Richmond*, at or near to the Termination there of the Company's proposed *Kensington and Richmond* Line, and to the Northward of their present *Richmond* Station, and shall make and maintain a proper and sufficient Station at *Kew* on the Company's proposed *Kensington and Richmond* Line.

Power to cross a certain Road on the Level.

14. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and "The Railways Clauses Act, 1863," contained with reference to the crossing of Roads on the Level, the Company may in the Construction of the Railway (No. 5) by this Act authorized carry the same across and on the Level of the Road which on the deposited Plans is numbered (2) and (2*a*) in the Parish of *Ealing*, but not with more than Two Lines of Rails.

Provision as to Junction of Railway (No. 1) with West London Railway.

15. Except by Agreement, the Junction of the Railway (No. 1) with the *West London* Railway shall be made only with the westernmost of the Through Platform Lines of Rails of the *West London* Railway in the *Kensington* Station on that Railway, at some Point in the Option of the Company between a Point Eighty Feet North of the Northern End of the Western Platform and another Point Two hundred

hundred and fifty Feet North thereof, and, except by Agreement, the Company shall not, under the Powers conferred on them by this Act, take, use, or enter upon any Part of that Station: Provided always, that nothing in this Act contained shall take away, lessen, or prejudice any existing Right of the Company in respect of that Station.

The Railway (No. 3) to be carried over Hammersmith Branch of North and South Western Junction Railway by a Viaduct.

16. The Railway (No. 3) shall be carried over the *Hammersmith* Branch of the *North and South Western* Railway on a Viaduct, with Openings of such Dimensions and with such incidental Works as the respective Engineers of the Company and the *North and South Western* Company shall determine, or, failing Agreement between them, as shall be settled by Arbitration, in accordance with "The Railway Companies Arbitration Act, 1859."

Easement only over Land of North and South Western Junction Company.

17. With respect to the Land of the *North and South Western* Company which the Company may use or interfere with for the Purposes of that Viaduct and its incidental Works, the Company shall not, except by Agreement, purchase or take the same Land, but the Company may purchase and take, and the *North and South Western* Company may and shall sell and grant accordingly, an Easement or Right of using the same for the Purposes of making, maintaining, and using the Viaduct and the Works incidental thereto.

Restriction as to commencing Railway (No. 5).

18. Provided that the Company shall not, without the previous Consent of the *North and South Western* Company in Writing under their Common Seal, commence the Railway (No. 5), or take any Land for the Purposes thereof, within One Year after the passing of this Act; and if in accordance with an Agreement in that Behalf between the Company and the *North and South Western* Company, Parliament, before the First Day of *October* One thousand eight hundred and sixty-five, authorize the *North and South Western* Company to make and maintain the Railway (No. 5), then the Powers and Provisions of this Act with respect to the making and maintaining of the same by the Company shall thereupon be suspended until the Twenty-fifth Day of *March* One thousand eight hundred and sixty-six, and if on or before that Day the *North and South Western* Company have acquired or taken all the Land requisite for that Railway, the Powers and Provisions of this Act in that Behalf shall on that Day absolutely cease.

Provision as to Works affecting Metropolis Turnpike Roads already or to be hereafter

19. Nothing in this Act contained shall repeal or alter the Effect of the several Provisions contained in "The *Hammersmith and City* Railway Act, 1861," for the Protection of certain Roads under the Care of the Commissioners of the Metropolis Turnpike Roads North of the *Thames*, so far as such Roads, or any of them, have been or may hereafter

executed under 24 & 25 Vict. c. clxiv. hereafter be affected by any Works done or to be done under the said Act.

Works to be done in respect of the Shepherd's Bush Road and Brentford Road.

20. Whereas it is proposed to carry by means of a Bridge the Railway (No. 3) by this Act authorized over the *Shepherd's Bush Road*, about One hundred and fifty Yards North of the *Brentford Road*, at a Point in the deposited Plan marked No. 366, in the Parish of *Saint Peter and Saint Paul, Hammersmith;* and it is also proposed to carry by means of a Bridge the Railway (No. 3) under the *Brentford Road*, about One hundred Yards East of the *John Bull* Public House at *Turnham Green*, at a Point marked as aforesaid No. 31 in the Parish of *Chiswick* : Therefore it shall not be lawful in any way to interfere with or alter the present Line or Level of the said Roads or either of them; and the Arch of the Bridge over the *Shepherd's Bush Road* shall be of a Span wide enough to preserve uninterrupted the present Width of the Road and Footpaths under the same, and not less wide than Fifty Feet measured on the Square, and shall have a Headway over the said Road and every Part thereof of not less than Sixteen Feet, and over the Footpaths and every Part thereof of not less than Eight Feet; and the Arch of the Bridge under the *Brentford Road* shall be of Length enough to support the present Width of the Road and Footpaths over the same, and not less than Sixty Feet measured on the Square, and shall have not less than Eighteen Inches of Earth and Road Materials between the Crown of the Arch and the Surface of the Road over the same, and as well the Bridge and Arch over the said Road as also the Road over the said Railway shall have Parapet Walls on each Side thereof to the full Length or Span of the Bridges and Arches over or under the said Roads respectively, and from both Ends of all such Parapet Walls, Screen Walls or close Fences shall be made and carried for One hundred and fifty Feet in continuation of such Parapet Walls along both Sides of the Railway or Road, as the Case may be, and all such Parapet Walls, Screen Walls, and close Fences shall be throughout of the Height of Six Feet Six Inches at least above the Level of the Rails of the Railway, or the Level of the Centre of the Surface of the Road by the Side of which they shall be made and carried; and over or under, as the Case may be, the said Bridges and Arches, and for One hundred Feet on each Side thereof, Granite Curbs of Twelve Inches by Eight, and paved Water Channels Eighteen Inches wide, shall be set at the Edges of all Footpaths by the Side of the said Roads; and the *Shepherd's Bush Road* shall at all necessary Times be lighted and kept lighted underneath the said Bridge and Arch so to be made over the same; and in all Cases in which the Drainage of either of the said Roads is interfered with or affected by any Works of the Company, the same Roads shall be well and effectually drained by new

new Sewers, if necessary, and by all necessary connecting Drains, Gulleys, Cesspools, and Gratings; and the Company shall at their own Expense, and to the Satisfaction of the Surveyor or Surveyors for the Time being of the said Roads respectively, do all the Works herein-before required to be done in respect of the said Roads, and provide all the Materials necessary for such Works, and shall at the like Expense and to the like Satisfaction for ever hereafter maintain the said Bridges, Arches, Embankments, Parapet Walls, Screen Walls, close Fences, and Sewers, and light and keep lighted the said *Shepherd's Bush Road* under the said Bridge and Arch as aforesaid.

For the Protection of the Roads during Progress of Works and afterwards.

21. It shall not be lawful for the Company to commence any Works connected with or affecting either of the said Roads until Ten Days after the Company shall have given Notice of their Intention so to do, and shall have delivered Plans and Drawings of the same to the Surveyor or Surveyors of the said Roads respectively, and shall have explained in Writing to him or them in what Way it is proposed to carry on such Works; and as to the Road interfered with, if the Surveyor thereof shall require a sufficient temporary Road to be made by the Company instead of the Road to be interfered with, then the Company shall make and substitute such sufficient temporary Road before they interfere with the existing Road, and shall maintain the same until the Restoration of the existing Road, and be liable to the same Penalties for failing to make, or after Notice to maintain, such substituted Road as is and are provided by "The Railways Clauses Consolidation Act, 1845," with respect to substituted Roads and the Failure to make the same; and unless such temporary Road shall be required, the Company shall, during the Progress of their Works, at all Times keep open and uninterrupted for the Traffic of the Public a clear Width in all Places of Twenty-five Feet of the present Road; and all necessary Measures of Precaution for the public Safety during the Progress of the Works of the Company, including the fencing of the Works and lighting and watching the same, shall be adopted by and at the Expense of the Company; and the Company shall be answerable for all Accidents and Damages which may happen by reason of any of the said Works of the Company, and shall save harmless the Person or Persons having Charge of the said Roads respectively in respect thereof; and the Company shall finish and complete all Works, Matters, and Things connected with the crossing of the Roads, and give or restore to the Public the uninterrupted Use of the same Roads and Footpaths within Nine Months from the Day on which the same Roads respectively shall be first interfered with; and all such Works shall be done under the Direction and Superintendence from Time to Time and to the Satisfaction of the Surveyor or Surveyors of the said Roads respectively, and the Materials thereof

shall be good and sufficient for the respective Purposes for which such Materials shall be used, and of such Descriptions respectively as shall be approved of by such Surveyor or Surveyors; and in case the Company shall fail to do or to maintain and repair any Works according to the Provisions herein-before contained, and the Company shall not, upon being by such Surveyor or Surveyors required so to do, proceed forthwith to do or to repair such Works to his or their Satisfaction, then and in any of such Cases it shall be lawful for the Surveyor or Surveyors respectively to cause all such Works and Repairs to be done and made as he or they in his or their Discretion shall think fit; and all Costs and Expenses of such Works and Repairs shall be paid on Demand by the Company, or in default of Payment for Twenty-one Days after such Demand may be recovered by the Person or Persons having Charge of the said Roads respectively from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Alterations may be made in the Works with Consent.

22. It shall be lawful for the said Company and the Person or Persons having Charge of the said Roads respectively to agree with each other for the Alteration and Protection of the said Roads in any other Manner than is herein-before mentioned or provided for, and for the making, doing, and maintaining by the Company of all such Works as may be necessary or expedient for the Purposes aforesaid; and in case of any such Agreement, it shall not be binding on the Company to do such of the Works, Matters, and Things required to be done by them as shall be by the said Agreement expressly dispensed with.

Company not to commence any Work on Shore of Thames until after Notice.

23. The Company shall not make or commence any Work whatsoever on the Shore or Bed of the River *Thames*, or of any Creek or Inlet thereof, until the Expiration of Two Calendar Months after Notice to the Conservators of the River *Thames*.

Plan of Bridge over Thames to be approved by the Conservators.

24. The Bridge across the River *Thames* by this Act authorized shall be made according to Plans and Elevations, and on a Site within the Limits of Deviation, as shown upon the deposited Plan, to be approved by the Conservators of the River *Thames*, and deposited at their Office; and the Works thereof in the River *Thames* and adjoining thereto shall be executed to the Satisfaction of the Engineer of the Conservators; and the clear Height of the Headway under the Centre of each Arch of the said Bridge shall be nowhere less than Twenty Feet above *Trinity* High-water Mark; and the Foundations of the Piers and Abutments of the Bridge shall be sufficient to allow of any future deepening of the River to the Extent of at least Thirty Feet below the Level of *Trinity* High-water Mark in the Middle and Twenty Feet at the Sides of the River; and the Traffic of the River shall

shall not be interrupted more than is absolutely necessary in the making of the Works; and the Plans for the Coffer-dams and all other preliminary Works for the Piers and Abutments of the Bridge shall be approved by the Conservators before the same shall be carried into execution.

Southern Arch to include Towing Path.

25. The Southern Arch or Opening of the proposed Bridge shall include the Towing-path.

Company not to interfere with Bed of River,

26. Nothing in this Act contained shall authorize the Company to embank, encroach upon, or interfere with any Part of the Soil or Bed of the River *Thames* or the Shore thereof except according to the Plan approved by the Conservators of the River *Thames*.

nor take Gravel therefrom.

27. The Company shall not take any Gravel, Soil, or other Material from the Bed of the River *Thames*, except the Gravel, Soil, or other Material which must be removed in sinking the Foundations of the Bridge, without the previous Consent of the Conservators of the River *Thames*, in Writing under the Hand of their Secretary.

Lights to be exhibited during Construction of Bridge.

28. During the making of the Bridge and the Works connected therewith the Company shall hang out and exhibit thereat or near thereto, and for ever after the Completion of the Bridge the Company shall hang out or exhibit on the Bridge every Night from Sunset to Sunrise, Lights to be kept burning by and at the Expense of the Company, and proper and sufficient for the Navigation and safe Guidance of Vessels; and the Lights shall from Time to Time be altered by the Company in such Manner, and be of such Kind and Number, and be so placed and used, as the Conservators of the River *Thames*, by Writing under the Hand of their Secretary, shall approve; and in case the Company fail so to exhibit and keep burning the Lights, they shall for every such Offence forfeit Ten Pounds.

If Works abandoned, Conservators may remove the same.

29. If any Work be constructed by the Company in, over, through, or across the River *Thames*, or if any Portion of any Work to be made by the Company which affects or may affect the River *Thames*, or the Access thereto, be abandoned or suffered to fall into Disuse or Decay, the Board of Trade or the Conservators of the River *Thames* may abate and remove the same, or such Parts thereof as they think fit, and restore the Site thereof to its former Condition at the Cost of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown or the said Conservators, as the Case may be, and be recoverable accordingly as such, with Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

30. Nothing

Saving Rights of Conservators of the River Thames.

30. 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 the passing of this Act the said Conservators did or might lawfully claim, use, or exercise.

Company to give Notice before interfering with Mains, &c. of the Grand Junction Waterworks Company.

31. The Company shall not begin any Work interfering with or in any way affecting any of the Mains or Pipes of the *Grand Junction* Waterworks Company (in this Act called "the *Grand Junction* Company"), unless at least Twenty-one Days previous Notice in Writing of the Intention so to do, describing the Manner in which it is proposed to interfere with the Mains or Pipes, be given to the Surveyor of the *Grand Junction* Company, or left for him at their principal Office.

Works for Grand Junction Company to be executed by their Engineer at Expense of Company.

32. The Company shall not in any Manner alter, displace, or otherwise interfere with any of the Mains or Pipes of the *Grand Junction* Company, but their Engineer shall have the sole and exclusive Direction and Management of, and may execute all such Works as he thinks necessary for the Purpose of removing, altering, and restoring the Mains or Pipes, and of preventing, during the Execution thereof, any Interruption to the Supply of Water by the *Grand Junction* Company; and all Expenses necessarily incurred by them in any way relating to the Execution by them of any Works for those Purposes shall be repaid to them by the Company.

In default of Grand Junction Company, the Company may execute the necessary Works.

33. Provided that if the *Grand Junction* Company for Ten Days next after the Day named in the Notice served by the Company for the Commencement of the Works interfering with or affecting any of the Mains or Pipes, or for Ten Days after such later Day as the Company by Notice in Writing to the *Grand Junction* Company name for commencing the Works, fail to commence, or at any Time thereafter fail to proceed with reasonable Despatch in the Execution of the Works, the Company at their own Expense may remove, alter, or otherwise interfere with the Mains or Pipes in such Manner and to such Extent as they deem necessary, and execute all such other Works as they deem requisite for preventing any Interruption to the Supply of Water by the *Grand Junction* Company.

Grand Junction Company not to be liable for Damage arising from Alteration of

34. Provided that the *Grand Junction* Company shall not be liable for any Damage or Injury occasioned to the Works of the Company, or to any Streets or Roads, or otherwise howsoever, by reason of any of the Works executed under this Act, or in any way consequent thereupon, unless the Damage or Injury arise from the Neglect

Neglect or Default of the *Grand Junction* Company, their Engineers, Workmen, or Servants.

Mains or Pipes.

Public Road near Railway Bridge at Richmond not to be interfered with without Consent of Her Majesty's Commissioners of Works, &c.

35. Previously to commencing any Work whatever interfering with the public Road known as the *Richmond and Kew* Road, near the Railway Bridge at *Richmond*, shown as No. 106 on the deposited Plan, the Company shall deposit at the Office of the Commissioners of Her Majesty's Works and Public Buildings, Plans, Sections, and Working Drawings of every such Work, for the Approval of the Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings, such Approval to be signified in Writing by the said Commissioners or First Commissioner; and every such Work shall be constructed by and at the Expense of the Company, and only in accordance with such Approval, and to the Satisfaction in all respects of the said Commissioners or First Commissioner; and when any such Work 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 such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed, or be altered, extended, or constructed contrary to the Provisions of this Act, it shall be lawful for the Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings to abate, alter, or remove the same, and to restore the Site thereof to its former Condition, at the Costs and Charges of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly, with Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

For Protection of Sewers of Metropolitan and other Boards.

36. 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 to interfere with any Sewer, Drain, Watercourse, Defence, or Work under the Jurisdiction or Control of the Metropolitan Board of Works, or of any Vestry or District Board constituted under "The Metropolis Local Management Act, 1855," or any Act or Acts amending the same, or extending the Powers thereof, or with any Sewers or Works to be made or executed by the said Boards or Vestry, or either of them, or shall or may in any way affect the Sewerage or Drainage of the Districts under their or either of their Control, the Company shall not commence such Work until they shall have given to the said Metropolitan Board, or to the District Board or Vestry, as the Case may be, Fourteen Days previous Notice in Writing of their Intention to commence the same, by leaving such Notice at the principal Office of such Board or Vestry, as the Case may be, for the Time being, with a Plan and Section showing the

Course and Inclination thereof, and other necessary Particulars relating thereto, and until such Board or Vestry respectively shall have signified their Approval of the same, unless such Board or Vestry, as the Case may be, do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all Orders, Directions, and Regulations of the said Metropolitan Board, and of the respective Boards or Vestries in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Boards or Vestries respectively may deem necessary, for the proper Protection of and for preventing Injury or Impediment to the Sewers and Works herein-before referred to by or by reason of the said intended Works, or any Part thereof, and shall save harmless the said Metropolitan Board, District Board, and Vestry respectively against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board, District Board, or Vestry, as the Case may be, at the Costs, Charges, and Expenses in all respects of the Company; and all Costs, Charges, and Expenses which the said Metropolitan Board or any District Board or Vestry may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such Boards or Vestry by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by or at the Cost, Charges, or Expenses of the Company, under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the said Metropolitan Board, District Boards, and Vestry respectively, as the Case may be, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said Metropolitan Board, District Boards, and Vestries, or any or either of them, or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Construction of Bridges over public Streets within the Limits of the Metropolis.

37. In the Construction of the Railway and Works the following Rules shall be observed:

1. Wherever the Railway shall be carried across any public Carriageroad or public Street within the Limits of the Metropolis, as defined by the "Metropolis Management Amendment Act, 1862," it shall be made there, and shall thenceforth

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):

2. The Arch of the Bridge over such Road or Street shall not, without the Consent of the Metropolitan Board of Works, in any Case be of less Span than Forty Feet, with a Headway of the clear Height of Eighteen Feet in the Centre; and the Arch over any such Road or Street shall be formed of an ornamental Character, to the reasonable Satisfaction of the Engineer of the Metropolitan Board of Works:

3. No Abutments or Piers shall project beyond the general Line of Frontage of the adjoining Houses: Provided always, that where there are Gardens or Forecourts in front of Houses, and the Distance between the Houses is great, the Company shall erect and maintain Side Openings, supported with Columns, back to the general Line of the Frontages of the Houses:

4. All Bridges shall be Water-tight, and so constructed as to, so far as is practicable, deaden the Sound of Engines, Carriages, and Traffic passing over them:

5. The Company shall not commence the Erection of any Bridge proposed to be constructed for the Purpose of carrying the Railway over any Road or Street or Way within the Area under the Jurisdiction of the Metropolitan Board of Works until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the Board fail to signify such Approval or their Disapproval, or other Directions, within Twenty-one Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid:

6. The Company shall comply with and conform to all Directions and Regulations of the said Board in the Erection and subsequent Maintenance of the said Bridge and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall, subject to the Provisions of this Act, be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the said Company;

Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand.

Bridges over Cuttings in public Roads and Streets.

38. Wherever the Railway shall cross by means of cutting or otherwise under any public Road or public Street within the Limits of the Metropolis as defined by "The Metropolis Management Amendment Act, 1862," so as to interfere with or alter the Rates of Inclination of such Road or Street, it shall be made there, and shall thenceforth be maintained so as that the minimum Inclination of such Road or Street shall not in any Case be less than One in Forty; and in respect of other Roads and Streets within the Metropolis as aforesaid, not being public Thoroughfares, the minimum Inclination of such Roads and Streets shall not be less than One in Thirty; and all Bridges constructed by the said Company under any Roads or Streets shall be constructed so as not to lessen the present clear Width of such Road or Street, including the Footway, and shall be further so covered as to prevent, as far as may be practicable, the Escape of Steam, Smoke, or other offensive Effluvia into the said Roads and Streets; and such Bridges shall be so constructed, as far as may be practicable, so as to deaden the Sound of Engines, Carriages, and Traffic passing underneath them; and the Company shall not execute or commence the Erection of any such Bridges or Works as aforesaid until they shall have given to the said Metropolitan Board of Works Twenty-one Days Notice in Writing of their Intention to commence the same by leaving such Notice at the Office of the said Board, with Plans, Elevations, Sections, and other necessary Particulars of the Construction of the said Bridges, and until the said Board shall have signified their Approval of the same, unless the said Board fail to signify such Approval or their Disapproval, or other Directions, within Twenty-one Days after Service of the said Notice and Delivery of the said Plans, Elevations, Sections, and other Particulars as aforesaid; and the Company shall comply with and conform to all Directions and Regulations of the said Board in the Execution and subsequent Maintenance of the said Bridges and Works connected therewith, and shall save harmless the said Metropolitan Board of Works against all and every Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said Metropolitan Board of Works, at the Costs, Charges, and Expenses in all respects of the said Company; and all Costs, Charges, and Expenses which the said Metropolitan Board may be put to by reason

reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to the said Board by the Company on Demand.

Bridges over Road to be Water-tight.

39. All Bridges over any public Streets or Roads within the Parish of *Chiswick* shall be made Water-tight.

Local Rates to be made good.

40. If and while the Company are possessed under this Act of any Lands situate in the Parish of *Chiswick* assessed or liable to be assessed to any Sewers Rates, Improvement Rate, or Paving Rate, they shall from Time to Time until the Railway or the Works thereof are completed and assessed, or liable to be assessed, 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 other Works by this Act authorized, and the Deficiency shall be computed according to the Rental at which those Lands with any Buildings thereon are now rated.

Inclination of Approaches to certain Bridges over Railway.

41. The Inclination of the respective Approaches to the Bridge to be constructed for carrying the public Roads respectively numbered on the deposited Plans 23 and 23*a*, in the Parish of *Richmond*, and 29*a* in the Parish of *Mortlake*, over the Railway, shall not be steeper than One in Thirty.

Provision for Construction of a Sewer at Richmond.

42. If the Vestrymen of the Parish of *Richmond* shall within the Period of Two Years after the passing of this Act, or within the Period of Six Months after they shall be required by the Company in Writing so to do, whichever Period shall first elapse, construct to the Satisfaction of the Engineer of the Company under and along the public Road in the Parish of *Richmond*, numbered (23) on the deposited Plans, a Sewer in such Direction and on such Level and of such Dimensions (the internal Diameter not being less than Twelve Inches), and in such Manner as sufficiently to drain, by Communication with the public Sewer now existing in that Road, that Part of the Railway (No. 3) by this Act authorized which is situate at and to the Northward of the Point where the Line of that Railway is intended to cross the public Roads respectively numbered on the deposited Plans (23) and (23*a*) in the Parish of *Richmond*, and (29*a*) in the Parish of *Mortlake* (herein called the Road Crossing); and if the Vestrymen shall within the Time by this Act limited for the Construction of the Sewer satisfactorily secure to the Company the sufficient Maintenance of that Drainage for ever thereafter by means of the intended new Sewer and the existing Sewer, or by other

Means satisfactory to the Company, then and in that Case the Railway (No. 3) shall be formed and maintained at the Road Crossing on a Level not less than Three Feet Three Inches lower than the Level of the Railway there, as shown on the deposited Sections; and the Inclination of the respective Approaches to the Bridge to be constructed for carrying the Roads in this Section mentioned over the Railway shall not be steeper than One in Thirty-five; and the Company will on Demand repay to the Vestrymen the Cost of and incident to the constructing of the necessary Portion of new Sewer between the Road Crossing and the Termination of the existing Sewer.

Period for Completion of Works.

43. The several Lines of Railway by this Act authorized shall be completed within Three Years after the passing of this Act, and on the Expiration of that Period the Powers by this Act conferred on the Company with respect to the making of the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Penalty for Noncompletion of Railways within Period limited for Completion thereof.

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

Provision as to Railways (No. 4) and (No. 6).

45. The Company and the *Hammersmith and City* Company by mutual Agreement may determine the following Matters or any of them; but if and so far as they do not before the Expiration of Three Months next after the passing of this Act so determine those Matters or any of them, then the Matters so not determined shall be determined by the Arbitration of a competent and impartial Person, to be, on the Application of the Company and the *Hammersmith and City* Company, or either of them, named for the Purpose by the President of the Institution of Civil Engineers; and the Matters so to be determined by Agreement or Arbitration are the following Matters; (that is to say,)

(A.) The Point at which and the Mode in which the Junction of the Railway (No. 4) with the *Hammersmith and City* Railway shall be made:

(B.) The

(B.) The Point at which and the Mode in which the Junction of the Railway (No. 6) with the *Hammersmith and City* Railway shall be made:

(C.) The Extent to which and the Mode in which the Alteration, if any, of the Line, Levels, and Works of the *Hammersmith and City* Railway, in the Parish of *Saint Peter and Saint Paul, Hammersmith*, shall be made:

(D.) The additional Rails, Works, and Conveniences, if any, to be laid down and maintained on that Railway in that Parish for enabling Engines and Carriages constructed for the Narrow Gauge to pass over and along the same:

(E.) Unless the Company and the *Hammersmith and City* Company shall otherwise agree, the Site, Nature, Extent, and Mode of Construction of a Station, in which the Company and the *Hammersmith and City* Company shall have a Mutuality and Community of Interest, at or near to the respective Junctions of the Railways (No. 4) and (No. 6) with the *Hammersmith and City* Railway, that Station to be made by and belong to the Company and the *Hammersmith and City* Company jointly:

(F.) All Matters with respect to the making, maintaining, repairing, using, working, regulating, and managing of any such Station, and the Accommodation therein, and the Appropriation of the same, or any Part thereof, to or for the Company and the *Hammersmith and City* Company, or either of them, and the Expenses chargeable to Capital and Revenue respectively in relation thereto, and the Apportionment and Payment of the Expenses:

(G.) All Engineering Matters incidental to those several Matters respectively, and the Party or respective Parties by whom the Expenses incidental thereto shall be borne:

Provided nevertheless, as follows; (that is to say,)

(H.) The Arbitrator in determining any of those Matters shall have regard to the Accommodation, Safety, and general Interests of the Public, and the avoiding, so far as can be, of all Risk of either of the Company and the *Hammersmith and City* Company occasioning any Embarrassment to the other of them:

(I.) The Arbitrator shall not determine that anything shall be done by the Company and the *Hammersmith and City* Company, or either of them, in excess of their respective lawful Powers, or which, with its Incidents, cannot be completely and effectually done within the Limits of those Powers:

(K.) Any Decision of the Arbitrator in respect of the Matters mentioned in Head (E.) of this Section shall not operate to restrict

restrict the Company or the *Hammersmith and City* Company from making or maintaining any Station or Station Accommodation on their respective Railways for their respective separate Use:

(L.) Every Arbitration on any of those Matters shall be in accordance with "The Railway Companies Arbitration Act, 1859."

Alteration of Levels, &c. of Hammersmith and City Railway.

46. The *Hammersmith and City* Company, within Three Months after being thereunto required by Notice in Writing from the Company, shall, at the Expense of the Company, make the Alteration in the Parish of *St. Peter and St. Paul, Hammersmith*, of the authorized Line, Levels, and Works of the *Hammersmith and City* Railway which appears by the deposited Plans and Sections, and lay down and maintain upon the same Portion of their Railway, or any Part of that Portion to be specified in the Notice, such additional Rails, Works, and Conveniences, if any, as shall be requisite for enabling Engines and Carriages constructed for the Narrow Gauge to pass over and along the same; and if the Three Months elapse without their having completed the Alteration and Addition, then the Company at their own Expense may complete or make the same, and when made, the Line and Works so altered and so added respectively shall be duly maintained by the *Hammersmith and City* Company; and notwithstanding any such Alteration, the *Hammersmith and City* Company shall continue liable to perform the Obligations imposed on them in respect of that Part of their authorized Railway and Works by the Fifty-third and Fifty-fourth Sections respectively of "The *Hammersmith and City* Railway Act, 1861," with reference to the Erection and Maintenance of a Screen and the Protection of the Sewers and other Works in those Sections respectively referred to: Provided always, that any Notice by the Company requiring the making of any such Alteration shall not be operative unless and until the Company and the *Hammersmith and City* Company shall have agreed as to the Extent and Mode of that Alteration, or an Arbitrator shall have awarded thereon under the Provisions herein-before contained.

Provision relating to Interference with Hammersmith and City Railway.

47. The *Hammersmith and City* Company may recover from the Company full Compensation for any Loss or Inconvenience sustained by them by reason of any Alteration of or Interference with their Railway, or by reason of any Obstruction or Interruption to their Traffic occasioned by the Company in the Exercise of the Powers of this Act.

Agreements between Company

48. The Company on the one hand, and the *Hammersmith and City* Company and any Company which may from Time to Time be working

working the *Hammersmith and City* Railway, and each of them respectively, on the other hand, from Time to Time may enter into and carry into effect all such Agreements as the Contracting Companies think fit with respect to the Acquisition, Ownership, Construction, Maintenance, Management, and User of any Station or Stations, Buildings, Approaches, Works, and Conveniences which the Company may make under the Powers of this Act in the Parish of *Saint Peter and Saint Paul, Hammersmith*, and the Lands required for the same respectively; and the Agreements may be for such Periods and for such Considerations, and on such Terms and Conditions whatsoever, pecuniary and otherwise, as the Contracting Companies think fit, and shall be deemed Working Agreements within Part III. (relating to Working Agreements) of "The Railways Clauses Act, 1863," incorporated with this Act.

and Hammersmith and City Company,&c.

49. The Company and the *Hammersmith and City* Company respectively, with respect to the Works to be executed by them respectively under this Act, from Time to Time, if and when they respectively think fit, may deviate laterally from the Lines of the intended Works to the Extent of the Limits of Deviation shown on the deposited Plans, and may deviate vertically from the Levels thereof shown on the deposited Sections, but not in any Case more than Five Feet from the respective Level.

Lateral and vertical Deviations from Lines and Levels of Works to be executed by those Companies.

50. If and when the *Great Western* Company, by Notice in Writing under their Common Seal to the Company, so require, the Company shall lay down and make Rails and Conveniences proper and sufficient for adapting the Railways (No. 6) and (No. 3) for the Passage thereon of Engines and Carriages of the Broad Gauge, as well as of Engines and Carriages of the Narrow Gauge, and all the Expenses of and incident to the laying down and making, and the maintaining, repairing, and renewing of the same, shall be borne and paid by the *Great Western* Company.

Company to lay down Broad Gauge Rails for Great Western Company.

51. The Company may run over, work, and use so much of the *Hammersmith and City* Railway as lies between the Points marked respectively "Two Miles and Five Chains" and "Two Miles and Two Furlongs" on the Plans of the *Hammersmith and City* Railway, deposited for the Purposes of "The *Hammersmith and City* Railway Act, 1861," with the Clerk of the Peace for the County of *Middlesex*, as is recited in that Act.

Powers to Company to work over Part of Hammersmith and City Railway.

52. The *Hammersmith and City* Company and the *Great Western* Company respectively from Time to Time may run over, work, and use the Railways (No. 6) and (No. 3) and the Stations thereon.

Working Powers to Hammersmith and City Company.

London and South-western (Kensington and Richmond) Railway Act, 1864.

Working Powers to North and South Western Company.

53. The *North and South Western* Company and the *North-western* Company respectively from Time to Time may run over, work, and use so much of the Company's Railway (No. 3) as lies between the Junction therewith of the *Acton Junction* Line and the Termination thereof at *Richmond* and the Stations thereon.

Provision for working over Railway (No. 5).

54. If the Railway (No. 5) be made by the Company, then the *North and South-western* Company and the *North-western* Company respectively, and if it be made by the *North and South Western* Company, then the Company and the *North-western* Company respectively, from Time to Time may run over, work, and use that Railway and the Stations thereon.

Powers incidental to Powers of working over Railways.

55. The several Powers of running over, working, and using Railways and Portions of Railways by this Act conferred on the Company, and whether by Agreement or otherwise on other Companies respectively, include Powers for them respectively to make and to run over, work, and use all such Sidings, Stations, Buildings, Offices, Approaches, Water Supplies, Telegraphs, Signals, Machinery, Works, and Conveniences on or connected or used with the respective Railways or Portions of Railways as the Companies exercising those Powers respectively from Time to Time think fit: Provided that those Powers shall be exerciseable only for Purposes of Through Traffic, and shall be subject to the Byelaws and Regulations of the Company over whose Line Powers shall respectively be exercised.

Terms and Conditions for Exercise of the Powers.

56. The Company and the other Companies respectively to whom, by or by Agreement under this Act, Powers of running over, working, and using any Railways or Portions of Railways are given, from Time to Time may exercise the same, with their respective Engines, Carriages, Waggons, and Trucks, and Officers and Servants, and for Traffic of all Kinds, and for such Payments, and on such Terms and Conditions whatsoever, pecuniary and otherwise, and subject to such Byelaws, Rules, and Regulations as the respective Companies interested from Time to Time mutually agree on, or as, failing their respective Agreement, are from Time to Time, on the Demand of the Companies interested or any of them, determined by Arbitration in accordance with "The Railway Companies Arbitration Act, 1859:" Provided that, unless it be otherwise agreed, the Payment to be made by the *Hammersmith and City* Company, the *Great Western* Company, the *North and South Western* Company, and the *North-western* Company respectively, for the User of the Company's Lines of Railway by each of those Companies, shall be in respect of those Lines a due Mileage Proportion of the respective Company's gross Receipts from the Through Fares and Rates from Time to Time fixed

fixed by them for the Traffic carried by them on the Company's and other Lines of Railway, less Terminals (if any), and a reasonable Allowance, to be determined in case of Difference by Arbitration, in accordance with "The Railway Companies Arbitration Act, 1859," for their Expenses of carrying the same on the Company's Lines of Railway.

Terms and Conditions for User of Stations.

57. The User by the *Hammersmith and City* Company, and the *Great Western* Company, and the *North and South Western* Company, and the *North-western* Company respectively, of the Company's Stations, under the Provisions in that Behalf of this Act, and the Nature and Extent of the Accommodation to be afforded to them respectively at those Stations respectively, and the Terms and Conditions, pecuniary and otherwise, on which they respectively shall have the User, including the Appointment of their own Clerks and Carting Agents, if not agreed on between the Company and them respectively, shall from Time to Time be determined by a competent and impartial Person to be, on the Application of the Companies interested, or either of them, named for the Purpose by the President of the Institution of Civil Engineers.

As to Passenger Trains between Richmond and Kingston.

58. After the Completion of the Company's Railway (No. 5), and of so much of the Company's Railway (No. 3) as lies between the Junction therewith of the *Acton Junction* Line and the Termination thereof at *Richmond*, the Company from Time to Time shall, with all due Despatch, convey from their Northern *Richmond* Station, or, in the Option of the Company, from their Southern *Richmond* Station, to their Station at *Kingston*, and bring back from that Station to their Northern *Richmond* Station, or, in the Option of the Company, to their Southern *Richmond* Station, so many of the Passenger Trains run over the *North and South Western* Railway as are from Time to Time required for the proper Service of the District to be served by those Trains, regard being had to the Expense from Time to Time of conveying those Trains and the Receipts of the Company from the Traffic thereby; and the Company and the *North and South Western* Company and the *North-western* Company shall from Time to Time make all such Arrangements and afford all such Facilities as are proper and sufficient for the Through Booking of Passenger Traffic between the respective Stations to or through which the Trains so run over the *North and South Western* Railway pass, and all Stations of the Company on their Railway from *Richmond* to *Kingston*, including *Kingston*; and all Questions and Differences which may at any Time arise between the Companies interested as to the Construction or Effect of this Section, or the Performance, Observance, Nonperformance, or Nonobservance of any of the Provisions

visions thereof, shall be determined in accordance with "The Railway Companies Arbitration Act, 1859," by a competent and impartial Person, to be, on the Application of the Companies interested, or either of them, named for the Purpose by the President of the Institution of Civil Engineers.

Mutual Facilities for Through Booking, &c. over certain Lines.

59. The Company and the *Hammersmith and City* Company and the *Great Western* Company respectively shall from Time to Time make all such Arrangements and afford all such Facilities as are properly sufficient for the Through Booking of Passenger Traffic between, on the one hand, the respective Stations on the *Hammersmith and City* Railway and on the *Great Western* Railway, to or through which Trains from Time to Time run, by the *Hammersmith and City* Company and the *Great Western* Company respectively over the *Hammersmith and City* Railway, and over the Company's Railways (No. 6) and (No. 3) pass, and on the other hand all Stations of the Company on their Railway from *Richmond* to *Kingston*, including *Kingston*.

Repeal of Sect. 32. of 22 & 23 Vict. c. xliv.

60. From and immediately after the Completion of the Company's Railway (No. 5), and of so much of the Company's Railway (No. 3) as lies between the Junction therewith of the *Acton Junction* Line and the Termination thereof at *Richmond*, the Company's Obligation under the Thirty-second Section of the "*South-western* Railway Act, 1859," shall cease.

Tolls on Railways made by Company under this Act.

61. Subject to the Provisions of the several Acts relating to the Company, and applicable in that Behalf, the Company from Time to Time in respect of the several Lines of Railway by this Act authorized may demand and take for all Passengers, Animals, and Things conveyed thereon, and for Carriages, Waggons, and Trucks respectively conveying the same, and for Locomotive Engines or other Power, and for all Services performed by them thereon, and for all other Matters with respect to Traffic thereon, a like Amount of Tolls, Fares, Rates, and other Charges as by those Acts respectively the Company are authorized to demand and take for like Traffic, Services, and Matters on or with respect to the Main Line of the *South-western* Railway, and with and subject to the like Powers and Provisions.

Maximum Tolls to be taken.

62. Provided that the maximum Charges to be made by the Company with respect to the Tolls, Fares, Rates, and Charges for the User of the several Lines of Railway by this Act authorized, or any Part thereof, and for Carriages, Waggons, and Trucks, and for Locomotive Engines or other Power, and every Expense incidental to the

the Conveyance of their Traffic thereon, shall not exceed the Sums in that Behalf limited by the several Acts relating to the Main Line of the *South-western* Railway and applicable in that Behalf; and the several Lines of Railway by this Act authorized shall for all Purposes of the Tolls, Fares, Rates, and Charges be deemed to be Part of that Main Line.

Company may take increased Charges by Agreement.

63. 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 Carriages, Animals, or Things of any Description, by Agreement with the Owners or Persons in charge of the same, either with respect to the Conveyance of the same (except small Parcels) by Passenger Trains, or by reason of any special Service (other than the Conveyance of the same) performed by the Company with respect to the same.

Tolls on Railways worked only by Company under this Act.

64. Subject to the Provisions of the several Acts relating to the several Lines or Portions of Railway which the Company from Time to Time under the Authority of this Act work over, and applicable in that Behalf, the Company from Time to Time may demand and take for all Passengers, Animals, and Things conveyed by them thereon, and for Carriages, Waggons, and Trucks respectively conveying the same and provided by them, and for Locomotive Engines or other Power provided by them, and for all Services performed by them thereon, and for all other Matters with respect to Traffic conveyed by them thereon, a like Amount of Tolls, Fares, Rates, and other Charges as the Company are authorized to demand and take for like Traffic, Services, and Matters on or in respect of the Main Line of the *South-western* Railway.

Provisions of this Act applicable thereto.

65. The several Provisions of this Act with respect to the Tolls, Fares, Rates, and Charges to be demanded and taken by the Company on the Lines of Railway by this Act authorized to be made and maintained by them, including the Limitation of the maximum Amount thereof, extend and apply to the Tolls, Fares, Rates, and Charges to be demanded and taken by the Company on the several Lines or Portions of Railway from Time to Time under the Authority of this Act worked over by them.

Tolls on Railways worked by Hammersmith and City Company under this Act.

66. Subject to the Provisions of this Act, the *Hammersmith and City* Company and the *Great Western* Railway Company respectively from Time to Time may demand and take for all Passengers, Animals, and Things conveyed by them on the Railways (No. 3) and (No. 6) by this Act authorized, or any Part or Parts thereof, and for Carriages,

Carriages, Waggons, and Trucks respectively conveying the same and provided by them, and for Locomotive Engines or other Power provided by them, and for all Services performed by them thereon, and for all other Matters with respect to Traffic conveyed by them thereon, any Sums not exceeding the Tolls, Fares, Rates, and other Charges which the Company shall for the Time being be authorized to demand upon or in respect of the same Railways.

Railways to be deemed continuous as to Tolls.

67. In estimating Tolls, Fares, Rates, or Charges, the present Railway of the Company, and the several Lines of Railway by this Act authorized and under the Authority of this Act worked over by the Company respectively, shall be deemed to be One continuous Line of Railway.

Agreements between Companies for Purposes authorized by Act.

68. The Company on the one hand, and the other Companies interested and any and every of them respectively, so far as they respectively are interested, on the other hand, from Time to Time may enter into and carry into effect all such Agreements and Arrangements with respect to the several Purposes in that Behalf by this Act authorized as the Contracting Companies respectively from Time to Time think fit; and every such Agreement may be for such Period and on such Terms and Conditions whatsoever, whether pecuniary or otherwise, as the Contracting Companies think fit, and shall be a "Working Agreement" within the Meaning of Part III., relating to Working Agreements, of "The Railways Clauses Act, 1863," incorporated with this Act.

Purposes of the Agreements.

69. The several Purposes with respect to which the Company on the one hand, and the other Companies and any and every of them respectively, so far as they respectively are interested, on the other hand, from Time to Time may enter into and carry into effect Agreements and Arrangements, comprise the following Purposes; that is to say,

(A.) The running over, working, and using from Time to Time by the *Hammersmith and City* Company and the *Great Western* Company respectively, and all other Companies and Persons from Time to Time lawfully using the *Hammersmith and City* Railway, of Railway (No. 3), and the *Hammersmith Junction* Line (No. 6), and the laying down and maintaining on those Railways (Nos. 3 and 6) by the Company, at the Expense of the Company or Person requiring to use the same, of such additional Rails, Works, and Conveniences as shall be requisite for enabling Engines and Carriages constructed for the Broad Gauge of Seven Feet to pass over and along the Railways (No. 3) and (No. 6):

(B.) The

(B.) The running over, working, and using from Time to Time by the *North and South Western* Company, or, as the Case may be, the Company, and the *North Western* Company, and the *North London* Company, and all other Companies and Persons from Time to Time lawfully using the Railways of those Companies, or any of them respectively, of the *Acton Junction* Line and so much of Railway (No. 3) as lies between the Junction therewith of the *Acton Junction* Line and *Richmond:*

(C.) The Exercise by the Contracting Companies, and any and every of them respectively, of the several Running and other Powers conferred on them respectively by Agreement under this Act:

(D.) Any of the Objects or Purposes of this Act in which the Contracting Companies respectively are interested, and all incidental Matters.

Agreements between Company and West London Extension Company as to Kensington Station and Part of Railway there.

70. The Company on the one hand, and the *North-western* Company, and the *Great Western* Company, and the *Brighton* Company, and the *West London Extension* Company, and each of them respectively, on the other hand, from Time to Time may enter and carry into effect all such Agreements as the Contracting Companies think fit with respect to the running over, working, and using of the Station at *Kensington* on the *West London* Railway, and the Portion of that Railway which lies Southward of the Junction therewith of Railway (No. 1); and every such Agreement may be for such Period, and on such Terms and Conditions whatsoever, whether pecuniary or otherwise, as the Contracting Companies think fit, and shall be a "Working Agreement" within the Meaning of Part III., relating to Working Agreements, of "The Railways Clauses Act, 1863," incorporated with this Act: Provided always, that no such Agreement as is hereby authorized shall be made to the Prejudice of the Rights of any Company in the said Station or Railways who are not Parties to such Agreement.

Company to apply to Parliament in 1865 for Authority to make the Kew Curve.

71. The Company shall apply to Parliament in the Year One thousand eight hundred and sixty-five for and shall use their best Endeavours to obtain an Act authorizing them to make and maintain near to the *Kew* Station on their Loop Line a short curved Line of Railway, to be called "The *Kew* Curve," for connecting their Loop Line and their proposed *Kensington and Richmond* Line, and so as to afford Facilities for the convenient Passage of Trains on those Two Lines between *Kensington* and *Hammersmith* and other Places on the Company's proposed *Kensington and Richmond* Line to the Eastward, and *Brentford* and *Hounslow* and other Places on their Loop Line

to

to the Westward; and the Company shall give all such Notices, and make all such Deposits, and take all such other Measures as are proper for insuring the Success of the Application.

Power to raise additional Capital by new Shares.

72. For the Purposes of this Act the Company from Time to Time may raise by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential, or both, and in addition to all other Capital which from Time to Time they are authorized to raise, any Capital not exceeding Three hundred and thirty thousand Pounds: Provided that no Share shall be issued by the Company, or shall vest in the Person accepting the same, until not less than Twenty *per Centum* on the nominal Amount thereof shall have been paid thereon.

Saving for existing preferential Shares or Stock.

73. Provided that any Preference or Priority in the Payment of Dividend or Interest which the Company from Time to Time grant in respect of any new Shares or new Stock created under this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock theretofore granted by the Company in pursuance of or confirmed by this Act, or any Act of Parliament passed before the passing of this Act, or which is then otherwise lawfully subsisting.

Power to borrow on Mortgage.

74. The Company from Time to Time may borrow on Mortgage for the Purposes of this Act, and in addition to all other Sums which they are authorized to borrow, any Sums not exceeding in the whole One hundred and ten thousand Pounds: Provided that the Company shall not borrow on Mortgage any Part of that Sum until the whole of their additional Capital under this Act is subscribed for or taken, and One Half thereof is actually paid up, and the Justice who certifies under Section 40 of "The Companies Clauses Consolidation Act, 1845," incorporated with this Act, is satisfied that the whole of the Capital is *bonâ fide* subscribed for or taken, and that not less than Twenty *per Centum* was paid up on each Share and on each Portion of Stock so issued before or at the Time of the Issue or Acceptance thereof, and that such Shares or Stock were or was taken *bonâ fide*, and are or is held by the Persons to whom the same were issued or their Assigns, and that such Persons or their Assigns are legally liable for the same, and of which Proof having been given the Certificate shall be sufficient Evidence.

Priority of existing Mortgages.

75. The several Mortgages from Time to Time before the passing of this Act granted by the Company, and on the passing of this Act in force, shall during the Continuance thereof respectively have Priority over the Mortgages from Time to Time granted by the Company under this Act.

76. The

Arrears may be enforced by Appointment of a Receiver.

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

Application of Monies.

77. The Company may apply for the Purposes of this Act any Money from Time to Time raised by them and not required for any special Purpose for which by any Act authorizing the raising thereof it is made applicable.

Interest not to be paid on Calls paid up.

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

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

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

Saving Rights of Companies.

80. Except as is by this Act otherwise expressly provided, nothing in this Act contained shall take away, lessen, prejudice, or alter any of the Estates, Rights, Powers, or Privileges of the Company, or of the other Companies, or any of them.

Saving Rights of the Crown

81. Nothing contained in this Act, or in any of the Acts herein referred to, shall authorize the said Company to take, use, or in any Manner interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights of whatsoever Nature belonging to or enjoyed or exerciseable by the Queen's most Excellent Majesty in right of Her Crown, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, on behalf of Her Majesty, first had and obtained

for that Purpose (which Consent such Commissioners are hereby respectively authorized to give), neither shall anything in the said Act or Acts contained divest, take away, prejudice, diminish, or alter any Estate, Right, Privilege, Power, or Authority vested in or enjoyed or exerciseable by the Queen's Majesty, Her Heirs or Successors.

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

82. This Act or anything therein contained shall not exempt any Railway to which this Act relates from the Provisions of any General Act now or hereafter in force relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges by this or any other Act relating to the respective Railway authorized, or the Rates for small Parcels thereby authorized.

Expenses of Act.

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

LONDON:
Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1864.