



ANNO DECIMO SEPTIMO & DECIMO OCTAVO

VICTORIÆ REGINÆ.

Cap. ccv.

An Act for making a Railway from the Parish of *Saint John the Evangelist* in the City and Liberty of *Westminster* to *Clapham* in the County of *Surrey*, with a Branch from such Railway to join the authorized Line of the "*West End of London and Crystal Palace Railway*" at *Long Hedge Farm* in the Parish of *Saint Mary Battersea*, in the County of *Surrey*.

[31st July 1854.]

WHEREAS the making of a Railway from the Parish of *Saint John the Evangelist* in the City and Liberty of *Westminster* to the Parish of *Clapham* in the County of *Surrey*, with a Branch from such Railway to join the authorized Line of the "*West End of London and Crystal Palace Railway*," in the Parish of *Saint Mary Battersea* in the said County of *Surrey*, would be of great public Advantage: And whereas the Persons herein-after named, with others, are willing, at their own Expense, to carry such Undertaking into execution, if authorized by Parliament so to do: 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

[*Local.*]

38 P

Advice

The Westminster Terminus Railway Act, 1854.

Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same,

8 & 9 Vict.
cc. 16. 18.
and 19. in-
corporated.

I. That the Provisions of "The Companies Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Act, 1845," and "The Railway Clauses Consolidation Act, 1845," except so far as the same are modified by or inconsistent with any of the Provisions of this Act, shall be incorporated with and form Part of this Act.

Interpreta-
tion of
Terms.

II. That in this Act the Words "the Company" shall mean the Company hereby incorporated; and the Words "the Railway" shall mean the Railway and Branch Railway by this Act authorized to be constructed, unless there be something in the Context repugnant to such Construction; and the Words "Commissioners for paving and Trustees," shall mean the Commissioners for paving and improving the Parishes of *Saint Margaret* and *St. John Westminster*, and the Trustees of *Tothill Fields*, and the Term "Commissioners for paving and Trustees" shall apply to such Commissioners and Trustees jointly, or to the Commissioners or the Trustees separately, according as the Locality interfered with or affected shall be within the Jurisdiction of such Commissioners or of such Trustees; and the Word "Sheriff," in "The Lands Clauses Consolidation Act, 1845," shall, for the Purpose this Act, be interpreted to mean the High Bailiff of *Westminster*, or his Deputy, in respect of any Property taken by the Company in the City and Liberties of *Westminster*.

Short Title.

III. That in citing this Act in other Acts of Parliament, and in legal and other Documents of every Description, it shall be sufficient to use the Expression "The *Westminster Terminus* Railway Act, 1854."

Subscribers
incorporated.

IV. That *Henry Plumtre Gipps*, *William Wilberforce Pearson*, *Thomas Tredwell*, *Charles John Mare*, *William Anthony Matthews*, *George Talbot Bagot*, *William Mackenzie*, and *Hull Terrell*, and all other Persons and Corporations who have already subscribed or shall hereafter subscribe to the Undertaking, and their Executors, Administrators, Successors, and Assigns respectively, shall be united into a Company, for the Purpose of making and maintaining the Railway herein-after particularly mentioned, with all proper Works and Conveniences connected therewith, according to the Provisions of the said recited Acts and of this Act, and for other the Purposes herein and in the said recited Acts contained; and for the Purposes aforesaid such Company shall be incorporated by the Name of "The *Westminster Terminus* Railway Company," and by that Name shall be a Body Corporate, with perpetual Succession, and shall have Power to purchase
and

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and hold Lands for the Purpose of the Undertaking, subject to the Restrictions herein and in the said recited Acts contained.

V. That the Capital of the Company shall be Four hundred and eighty thousand Pounds. Capital.

VI. That the Number of Shares into which the Capital shall be divided shall be Forty-eight thousand, and the Amount of each Share shall be Ten Pounds. Number and Amount of Shares.

VII. That Three Pounds *per* Share shall be the greatest Amount of any One Call which the Company may make on the Shareholders, and Three Months at least shall be the Interval between successive Calls, and the aggregate Amount of Calls to be made on any One Share in any One Year shall not exceed Eight Pounds in the whole. Calls.

VIII. That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, to pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of Shares held by him in the Capital by this Act authorized to be raised: Provided always, that nothing herein-before contained shall be deemed to prevent the Company from paying to any Shareholder such Interest on Money advanced by him beyond the Amount of the Calls actually made as shall be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845," in that Behalf contained. Interest not to be paid on Calls paid up.

IX. That it shall not be lawful for the Company, out of any Money by this Act or any other Act relating to the Company authorized to be raised for the Purpose of such Act or Acts, to pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament now in force or hereafter to be 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 other Railway or execute any other Work or Undertaking. Deposits for future Bills not to be paid out of the Company's Capital.

X. That it shall be lawful for the Company to borrow on Mortgage or Bond any Sum or Sums of Money not exceeding in the whole the Sum of One hundred and sixty thousand Pounds, but no Part of such Sum shall be borrowed until the whole of the said Capital or Sum of Four hundred and eighty thousand Pounds shall have been subscribed for, and One Half thereof shall have been actually paid up. Power to borrow Money on Mortgage.

XI. That

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Application
of Money.

XI. That all Monies raised under this Act shall be applied only to the Purposes of this Act.

First and
other Meet-
ings.

XII. That the First Ordinary Meeting of the Company shall be held within Three Months next after the passing of this Act, and the subsequent Ordinary Meetings of the Company shall be held half-yearly, on the First Day of *February* and the First Day of *August*, or within One Month before or after those Days respectively.

Directors.

XIII. That the Number of Directors shall be not less than Three nor more than Eight, and the Qualification of a Director shall be the Possession, in his own Right, of Twenty-five Shares.

First Di-
rectors.

XIV. That *Henry Plumtre Gipps, William Wilberforce Pearson, Thomas Tredwell, Charles John Mare, William Anthony Matthews, George Talbot Bagot, William Mackenzie, and Hull Terrell*, shall be the First Directors of the Company.

Election of
Directors at
Firstordi-
nary
Meeting.

XV. That the Directors appointed by this Act shall continue in Office until the First Ordinary Meeting to be held after the passing of this Act, and at such Meeting the Shareholders present, personally or by Proxy, may either continue in Office the Directors appointed by this Act, or any Number of them, or may elect a new Body of Directors, or Directors to supply the Places of those not continued in Office, the Directors appointed by this Act being eligible as Members of such new Body.

Subsequent
Election of
Directors.

XVI. That at the First Ordinary Meeting to be held in the Year next after the Year in which such last-mentioned Directors shall have been appointed or elected, the Shareholders present, personally or by Proxy, shall elect Persons to supply the Places of Directors then retiring from Office, agreeably to the Provisions in "The Companies Clauses Consolidation Act, 1845," contained; and the several Persons elected at any such Meeting, being neither removed nor disqualified, nor having resigned, shall continue to be Directors until others are elected in their Stead, in manner provided by "The Companies Clauses Consolidation Act, 1845."

Quorum of
Directors.

XVII. That the Quorum of a Meeting of Directors shall be Three.

Advertise-
ments.

XVIII. That the Newspaper in which Advertisements relating to the Affairs of the Company are to be inserted shall be a Newspaper published in the County of *Middlesex*.

XIX. And

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XIX. And whereas Plans and Sections of the Railway and Works, and showing the Lines and Levels thereof, and also a Book of Reference containing the Names of the Owners, Lessees, and Occupiers, or reputed Owners, Lessees, and Occupiers of the Land through which the same is intended to pass, have been deposited with the respective Clerks of the Peace for the Counties of *Middlesex* and *Surrey*, and the City and Liberty of *Westminster*: Be it enacted, That, subject to the Provisions in this and the said recited Acts contained, it shall be lawful for the Company to make and maintain the Railway and Works in the Lines and upon the Lands delineated on the said Plans, and described in the said Book of Reference, and according to the Levels defined on the said Sections, and to enter upon, take, and use such of the said Lands as shall be necessary for such Purpose: Provided always, that the Powers by this Act granted for the Purchase of Lands and Construction of Works shall not be exercised, as regards the Portion of Railway between the Points marked One Mile Six Furlongs on the Plans so deposited as aforesaid and the Terminus at *Clapham*, until Parliament shall have sanctioned an Extension of such Railway from such Terminus to the *Crystal Palace* or to a Junction with the authorized Line of the *West End of London and Crystal Palace* Railway in a South-easterly Direction from such Terminus.

Power to make Railway according to deposited Plans.

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

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

XXI. That the Railway and Branch Railway to be constructed under the Authority of this Act shall be the following; (that is to say,)

Line of Railway and Branch.

First, a Railway commencing at or near the Front Gates to the Entrance of the *Grey Coat Hospital* of the Royal Foundation of *Queen Anne* in *Grey Coat Place* in the Parish of *Saint John the Evangelist* in the City and Liberty of *Westminster*, passing thence from, in, through, or into the several Parishes, Townships, extra-parochial or other Places following; that is to say, *Saint John the Evangelist* in the City and Liberty of *Westminster*; *Saint George Hanover Square* in the City and Liberty of *Westminster* and County of *Middlesex*; *Millbank, Pimlico*; Bed and Shore of the River *Thames* in the Counties of *Middlesex* and *Surrey*; *Nine Elms, Saint Mary Battersea*; and *Christ*

[Local.]

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Church

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Church Clapham, and *Clapham*, all in the County of *Surrey*; and terminating at or near the Eastern End of the Garden attached to the House Number 19, *Manor Terrace*, on the East Side of *Manor Street*, in the said Parish of *Clapham*:

Second, a Branch Railway, commencing at a Point leading out of the lastly described Railway, about Three Chains and Fifty Links due East from the Northern Angle of the Front of the *Albion* Public House, in *Stewart's Lane* in the Parish of *Saint Mary Battersea* in the County of *Surrey*, and terminating by a Junction with the authorized Line of the "*West End of London and Crystal Palace* Railway," at or near *Long Hedge* Farmhouse, in the Occupation of Mr. *Bernard John Graham* in the Parish of *Saint Mary Battersea* in the County of *Surrey*, which said Branch Railway will pass entirely within the said Parish of *Saint Mary Battersea* in the County of *Surrey*.

Company to form a Junction with the West End of London and Crystal Palace Railway.

XXII. That it shall be lawful for the Company to form a Junction, and add such Stations, Side Lines, and Works, in connexion with the authorized Line of the *West End of London and Crystal Palace* Railway, at the Point shown upon the said deposited Plans, as may be necessary for connecting the Railway with the last-mentioned Railway, so as to allow of the Passage of Engines and Carriages from One Railway to the other, and as may be necessary for the Reception and Accommodation of the Traffic of the respective Lines, such Junctions, Stations, Side Lines, and Works being made under the Superintendence and to the Satisfaction of the Engineers for the Time being of the Two Companies.

Defining the Point where the Railway is to join the West End of London and Crystal Palace Railway.

XXIII. That the Railway shall not, without the previous Consent in Writing of the *West End of London and Crystal Palace* Railway Company, under their Common Seal, or other the Owners for the Time being of the *West End of London and Crystal Palace* Railway, join such last-mentioned Railway at any Point other than the Point where the Centre Line of Railway delineated on the deposited Plans is represented as intended to join the *West End of London and Crystal Palace* Railway.

Point of Junction of Railway with West End, &c. Railway.

XXIV. Provided always, That the Junction of the Railway with the *West End of London and Crystal Palace* Railway, shall not, without the previous Consent in Writing of the *London and South-western* Railway Company under their Common Seal, be made at any Point nearer to the Southernmost Boundary of the *London and South-western* Railway than the Point where the Centre Line of Railway delineated on the deposited Plans is represented as intended to join the *West End of London and Crystal Palace* Railway.

XXV. Pro-

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XXV. Provided always, That the Bridge by which the Railway is intended to be carried over the *London and South-western Railway*, at or near the *Mill Pond* in the Parish of *Saint Mary Battersea*, as shown by the deposited Plans, shall not, without the previous Consent in Writing of the *London and South-western Railway Company* under their Common Seal, be made at any Point other than the Point where the Centre Line of the Railway as delineated on those Plans is represented as intended to pass over the *London and South-western Railway*.

Point for
Bridge over
London and
South
Western
Railway.

XXVI. Provided always, That the Bridge by which the Railway is intended to be carried over the *London and South-western Railway* at or near the *Mill Pond* in the Parish of *Saint Mary Battersea*, as shown on the deposited Plans, shall not, without the previous Consent in Writing of the *London and South-western Railway Company* under their Common Seal, be made or maintained otherwise than in strict accordance with the following Conditions ; to wit,

Conditions
for making
Bridge over
London and
South-
western
Railway.

First, the Bridge shall be so made and maintained as that there shall in every Part thereof be not less Height than Seventeen Feet in the Clear between the upper Surface of the Rails of the *London and South-western Railway* and the under Side of the Bridge :

Secondly, the Bridge shall be made and maintained with Three Openings, and shall be supported between those Openings by Two Iron Piers, each of not more than Three Feet in Width in any Part thereof :

Thirdly, the Span of the Centre Opening shall be Fifty Feet in the clear, and the Span of each of the Two other Openings shall be Twenty-six Feet in the clear :

Fourthly, inasmuch as the Bridge is intended to be made over the *London and South-western Railway* diagonally, the prescribed clear Width of each of those Openings shall be ascertained by Measurement at Right Angles with the Rails on the *London and South-western Railway* :

Fifthly, the Bridge shall in all other respects be made and maintained to the entire Satisfaction of the Engineer of the *London and South-western Railway Company*, and according to a Plan, Elevation, Section, and Specification, to be submitted by the Company to him, and to be approved by him by Writing under his Hand, before any of the Works of the Bridge are begun.

XXVII. The Company shall at all Times maintain the Bridge by which the Railway is intended to be carried over the *London and South-western Railway*, at or near the *Mill Pond* in the Parish of *Saint Mary Battersea*, as shown by the deposited Plans, in substantial Repair,

Bridge to be
maintained
at Expense
of Company.

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Repair, and good Order and Condition, to the entire Satisfaction of the Engineer of the *London and South-western* Railway Company; and if and whenever the Company fail so to do, the *London and South-western* Railway Company may do all such Works as they think requisite in that Behalf, and the Sum from Time to Time certified by that Engineer to be the Amount of the Expenditure of the *London and South-western* Railway Company in that Behalf shall on Demand be repaid to them by the Company, and in default of full Payment thereof on Demand may be recovered by them, with full Costs, from the Company, in any Court of competent Jurisdiction.

Company
not to take
Land of
London and
South-
western
Company
without Con-
sent, &c.

XXVIII. Provided always, That the Company shall not, without the previous Consent in Writing of the *London and South-western* Railway Company under their Common Seal, enter upon, take, use, or interfere with any of the Land from Time to Time belonging to or in the Possession or under the Power of the *London and South-western* Railway Company, except only such Part of the Land of the *London and South-western* Railway Company as it shall be necessary for the Company to enter upon, take, use, or interfere with, for the Purpose of making and maintaining the Bridge by which the Railway is to be carried over the *London and South-western* Railway, at or near the *Mill Pond* in the Parish of *Saint Mary Battersea*, as shown on the deposited Plans.

Traffic on
the said
Railway not
to be inter-
fered with.

XXIX. Provided always, That the Company shall not, in the Exercise of any of the Powers of this Act, in any Manner obstruct, hinder, or interfere with any Traffic on the *London and South-western* Railway.

Saving
Rights of the
said Rail-
way.

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

Company
empowered
to make
Contracts
with other
Companies.

XXXI. That, subject to the Provisions of this Act, and "The Railways Clauses Consolidation Act, 1845," it shall be lawful for the Company hereby incorporated, and the *London and South-western* Railway Company, the *London, Brighton, and South Coast* Railway Company, the *South-eastern* Railway Company, and the *West End of London and Crystal Palace* Railway Company, respectively, or any of them, from Time to Time to make and enter into such Contracts and Agreements for using the Railway, or any Part thereof, and the Regulation of the Traffic on and from the same, and the Tolls and Charges in respect of such Traffic, as those Companies, or any of them, may from Time to Time think advisable; and every such Contract or Agreement,

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Agreement, subject as aforesaid, may contain any Covenants, Clauses, Powers, Provisions, and Stipulations as may be mutually agreed upon between those Companies, or any of them, and may be modified or abandoned by any subsequent Contract or Agreement; and every such Contract or Agreement made according to the Provisions of this Act shall, until so modified or abandoned, be valid and in full force: Provided always, that the said Companies shall not exercise the Power by this Act conferred upon them respectively, of entering into Contracts and Agreements as regards each Company, without the Authority of the Votes of Three Fifths of the Shareholders voting personally or by Proxy at an Extraordinary Meeting of the respective Companies.

XXXII. That it shall not be lawful for the Company to construct any Bridge across the River *Thames*, or any Work connected therewith, or in, under, over, or across such River, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan, and under such Restrictions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve, such Approval being signified as last aforesaid.

Certain Works not to be executed without the Consent of the Lords of the Admiralty.

XXXIII. It shall not be lawful for the Company to deviate Riverward of the Black continuous Centre Line of Way as shown on the deposited Plans, or to construct below High-water Mark at ordinary Spring Tides any Viaduct, Embankment, Abutment, or other Work hereby or otherwise authorized to be made, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain and Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, may approve, such Approval being signified as last aforesaid; and where any such Work shall have been 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 Work shall be commenced or completed, or be altered or extended, contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral, or the said Commissioners for executing the Office of Lord High Admiral, to abate, alter, and remove the same, and to restore the Site thereof to

Company not to deviate Riverward of the Centre Line without the Consent of the Admiralty.

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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.

Admiralty
may order a
local Survey
at Expense
of Company.

XXXIV. If at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, to order a local Survey and Examination of any Works of the Company in, over or affecting any tidal or navigable Water or River, 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.

For the Pro-
tection of
Crown
Estate at
Milbank.

XXXV. And whereas in making the said Line it will be necessary to take and otherwise affect certain Lands, Houses, and Hereditaments belonging to Her Majesty, which are situate in the Parish of *Saint John the Evangelist, Westminster*; and for the Protection of Her Majesty's Interest an Agreement has been entered into, dated the Twenty-eighth Day of *June* One thousand eight hundred and fifty-four, and made between the Queen's most Excellent Majesty of the First Part, the Honourable *Charles Alexander Gore*, a Commissioner of Her Majesty's Woods, Forests, and Land Revenues, of the Second Part, and *Henry Plumtre Gipps, William Wilberforce Pearson*, and *George Talbot Bagot*, of the Third Part: Be it enacted, That the said Agreement, and all the Articles, Stipulations, Conditions, and Things therein contained, as varied by a Memorandum indorsed thereon dated the Eleventh Day of *July* One thousand eight hundred and fifty-four, is and are hereby ratified and confirmed, and the said Company, their Successors and Assigns, are hereby declared to be and shall be bound to abide by, perform, and keep every Article, Stipulation, Condition, and Thing in the said Agreement (so varied as aforesaid) contained, obligatory or purporting to be obligatory upon the said *Henry Plumtre Gipps, William Wilberforce Pearson*, and *George Talbot Bagot*, or upon the said Company, as fully and effectually, to all Intents and Purposes, as if the said Company had been duly incorporated previously to the Execution of the said Agreement and Memorandum, and being so incorporated had been Parties thereto in the Place of the said *Henry Plumtre Gipps, William Wilberforce Pearson*, and *George Talbot Bagot*, and the Common Seal of the said Company had been duly affixed to such Agreement and Memorandum, and as if every Article, Stipulation, Condition, and Thing therein contained, obligatory or purporting to be obligatory upon the said Company, or upon the said *Henry Plumtre Gipps, William Wilberforce*

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Wilberforce Pearson, and George Talbot Bagot, (other than the last Clause thereof,) had been herein fully and at length repeated and enacted.

XXXVI. That nothing whatsoever contained in this Act, or in any of the Acts herein referred to, shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners or Commissioner for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give, or to divest, prejudice, diminish, alter, or take away 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.

Provision as to the Rights of the Crown.

XXXVII. The Company shall not execute or commence the Execution of any Work whatsoever upon the Shore of the River *Thames*, or of any Creek or Inlet thereof, without the Consent in Writing of the Commissioners of Her Majesty's Woods, Forests, and Land Revenues, or One of them.

Certain Works not to be commenced without Consent of Commissioners of Woods.

XXXVIII. That the Bridge to be erected for the Purpose of carrying the Railway across the River *Thames* shall be executed according to the Plan and Elevation and upon the Site approved by the Mayor, Aldermen, and Commons of the City of *London*, in Common Council assembled, and deposited at the Office of the Town Clerk of the said City, and that the Works in the River *Thames* and adjoining thereto shall be executed and performed to the Satisfaction of the Engineer for the Time being employed in the *Thames* Navigation, and that the clear Height of the Head Way under the said Bridge shall not be less than Twenty-five 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 that the Traffic on the said River *Thames* shall not be interrupted more than may be absolutely necessary in the Erection of the said Bridge and Performance of the said Works, and that the Plan of the Coffer Dams for the Piers of the said Bridge shall be approved by the said Mayor, Aldermen, and Commons, in Common Council assembled, before the same shall be carried into execution.

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

XXXIX. That nothing in this Act contained shall authorize or empower the said Company to embank, encroach upon, or interfere with

Company not to interfere with the

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Thames, except according to Plan.

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

5,000*l.* to be invested in the Names of Trustees, previously to the Erection of the Bridge over the Thames.

XL. That before the said Bridge shall be begun to be erected, the said Company shall and they are hereby required to invest in the Three Pounds *per Centum* Consolidated Bank Annuities, in the Names of *Henry Plumptre Gipps* and *William Wilberforce Pearson*, *Thomas Challis* Esquire, Alderman, and Sir *John Key* Baronet, Chamberlain of the City of *London*, 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 Fund, in accumulation with the said Sum of Five thousand Pounds, shall be and continue in trust for the Purposes hereinafter directed concerning the same; 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, shall be 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 for the Time being shall, and they are hereby authorized and required, to transfer the same to the said Company, or as they shall direct, to be applied for that Purpose; and in case the said 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 said Company shall at any Time after the passing of this Act neglect or omit, for the Space of Six Months in succession, 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.

Saving the Rights of the City of London.

XLI. That 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*, or their Successors, or the

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the Lord Mayor of the said City for the Time being, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which, at the Time of passing this Act, the said Mayor and Commonalty and Citizens, or the said Lord Mayor for the Time being, as Conservator of the said River *Thames* or otherwise, did or might lawfully claim, use, or exercise.

XLII. And whereas it is inexpedient that the Bridge for carrying the Railway across the River *Thames* should be erected until the Plan, Design, and Elevation thereof shall have been first sanctioned by the Commissioners of Her Majesty's Works and Public Buildings: Be it enacted, That it shall not be lawful for the Company to construct any Bridge over the said River, the Plan, Design, and Elevation of which Bridge shall not have been approved in Writing by the Commissioners or First Commissioner for the Time being of Her Majesty's Works and Public Buildings, previously to the Commencement of such Bridge, anything in this Act, or in any of the Acts incorporated herewith, or herein referred to, or otherwise howsoever, to the contrary notwithstanding.

Company not to construct Bridge across the Thames without Consent of Commissioners of Works.

XLIII. The Works to be constructed upon, across, or along the Embankment of the said River, and the Lands reclaimed from the said River by means of such Embankment, shall be executed under the Direction and to the Satisfaction in all respects of the Commissioners or the First Commissioner for the Time being of Her Majesty's Works and Public Buildings.

Works upon Embankment to be executed under Direction of Commissioners of Works.

XLIV. It shall not be lawful for the Company to enter upon, take, or use any Land belonging to or used or occupied with, or in connexion with the *Millbank* Penitentiary Prison, without the Consent in Writing of the Secretary of State for the Time being of the Home Department for that Purpose first had and obtained, which Consent may be given upon and subject to such Terms and Conditions as the Secretary of State for the Time being may think fit to order or direct.

Not to use Lands, &c. used by Penitentiary, without Consent of Secretary of State.

XLV. That it shall not be lawful for the Company to construct any Part of the Line of Railway within Fifty Feet of the Church of the *Holy Trinity* in the Parish of *St. John the Evangelist Westminster*, or of any Part of the Foundations thereof, nor to erect any Station, Pier, or Landing Place for Passengers, or Workshops for the Use of the Company, within One hundred Yards of such Church; provided that the Company shall be at liberty to use all Wharves in the same Manner as the same now are or may be used, except as aforesaid.

Railway not to be constructed within Fifty Feet of Holy Trinity Church, &c.

XLVI. That in case the said Company shall erect or cause to be erected any Station at or near *Vauxhall Bridge*, and within the

[*Local.*]

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District

Power to place a Chain or Bar across Street near

The Westminster Terminus Railway Act, 1854.

the Church
of Holy
Trinity
during
Divine Ser-
vice.

District Chapelry of the *Holy Trinity*, the Churchwardens of the said Church of the *Holy Trinity* are hereby authorized and empowered, with the Consent of the Commissioners for paving and Trustees, to cause Bars or Chains to be placed and continued across a certain Street within the said District Chapelry called *Bessborough Street*, immediately at the West End of the Churchyard of the said Church, so as to prevent Carriages and Carts from passing the North and South Sides of the said Church for Half an Hour before, and until the Expiration of a Quarter of an Hour after, the Time of Divine Service within the said Church upon every *Sunday, Christmas Day, Good Friday, Ascension Day*, on all Public Fasts and Thanksgiving Days, and on any Day of Public Confirmation in the said Church.

Engines, &c.
not to pass
within a
certain Dis-
tance of
Holy Trinity
Church on a
Sunday.

XLVII. That the Company shall not allow any Engine or Carriage to start from the Terminus at *Westminster*, or to run or pass by the Churches of the *Holy Trinity Westminster*, or *Saint Paul's Clapham*, or *Saint John's Clapham Rise*, on any *Sunday* between Eleven o'Clock in the Forenoon and One o'Clock in the Afternoon, nor shall any Locomotive Engine be permitted to stand with the Steam up upon any Part of the Line within Two hundred Yards of any of the said Churches on *Sundays* between the Hours aforesaid.

Works ne-
cessary for
protecting
Fabric and
Foundations
of Church to
be executed
before con-
structing
Line.

XLVIII. Before constructing any Part of the Line of Railway hereby authorized to be made within One hundred Yards of any Part of the said Church of the *Holy Trinity*, the Company shall execute all such Works for the Purpose of protecting the Fabric of the said Church, and the Foundations thereof, as shall be certified to be necessary by Mr. *George Gilbert Scott*, or in case of his Death, or Refusal or Inability to act in the said Matter, then by an Architect or Engineer to be appointed by the Dean and Chapter of *Westminster*; and all such Works shall be executed to the Satisfaction of the said *George Gilbert Scott*, or other Architect or Engineer to be appointed as aforesaid, and shall from Time to Time be kept in sufficient Repair by the said Company, as the said *George Gilbert Scott* or other Architect or Engineer as aforesaid shall direct.

Railway not
to be con-
structed
until the
Company
have con-
veyed to
Dean and
Chapter a
Site for a
Parsonage
House and
Schools, or
paid to them
1,500*l.*

XLIX. That it shall not be lawful for the Company to begin the Construction of any Part of the Line of Railway hereby authorized to be made, until they shall have purchased and conveyed to the Dean and Chapter of *Westminster*, or to such Person or Persons, or otherwise, as the said Dean and Chapter shall appoint, a Piece or Pieces of Freehold Ground, free from all Incumbrances, containing in the whole not less than One Quarter of an Acre, and conveniently situated and appropriate, in the Opinion of the said Dean and Chapter, to be used as a Site or Sites for the Erection of a Parsonage House and Schools, for the Use of the Minister, and the Education of Children belonging to the
District

The Westminster Terminus Railway Act, 1854.

District of the said Church, and such Piece or Pieces of Ground, when so purchased and conveyed, shall be held by the said Dean and Chapter, or the Bodies or Persons to whom the same shall be conveyed, their Successors, Heirs, and Assigns, upon trust for the Minister for the Time being of the said Church, and for the Education of the Children of the said District, under such Provisions in all respects as the said Dean and Chapter shall determine: Provided nevertheless, that, instead of conveying such Ground, it shall be lawful for the said Company, if they shall so determine by Resolution of the Directors, at any Time within Six Months after the passing of this Act to pay to the said Dean and Chapter the Sum of One thousand five hundred Pounds at any Time before beginning the Construction of the said Line of Railway; and it shall be lawful for the said Dean and Chapter, if they think fit, to require the said Company to pay them the Sum of One thousand five hundred Pounds before beginning the Construction of any Part of the said Line of Railway, any such Sum of One thousand five hundred Pounds so to be paid as aforesaid to be in lieu of the said Two Sites as aforesaid, and to be held and applied by the said Dean and Chapter for or towards the Purpose of building or providing a Parsonage House for the Use of such Minister as aforesaid, and building or providing such Schools, in all respects as they may think fit; and the said Dean and Chapter are hereby authorized to take and hold any such Ground for the Purposes aforesaid as may be conveyed to them, or which may be purchased by them for the Purposes aforesaid.

L. That the said Company shall, within Six Months from the passing of this Act, purchase and convey to Trustees, of whom Two shall be nominated by the Company, and Two by the said Dean and Chapter, or shall contract to purchase in the Names of Trustees to be nominated as aforesaid, either absolutely or conditionally on the same being required for the building of a new Church, as herein-after mentioned, a Piece of Freehold Ground, free from all Incumbrances, in the said District, attached to the said Church of the *Holy Trinity*, and in a Situation and of Dimensions to be approved by the said Dean and Chapter.

Company to purchase and convey to Dean and Chapter, on same being required for building new Church, a Piece of Freehold Ground.

LI. That the said Company shall not commence any Part of the said Railway within One hundred Yards of any Part of the said Church until they shall have secured, to the Satisfaction of the said Dean and Chapter, by a First Charge on all the Property for the Time being of the said Company acquired or to be acquired, or otherwise as may be agreed on by the said Dean and Chapter and the said Company, the Payment of a Sum of Money sufficient for and to be applied to the building of a Church, equal in Dimensions, Structure, Accommodation, and architectural Decorations to the present Church, and

Company not to commence Railway within One hundred Yards of Holy Trinity Church, until they have secured the Payment of a Sum sufficient for the

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building a
Church in
lieu of that
Church.

and the fitting up and consecrating the same, in lieu of the present Church of the *Holy Trinity*, in case the Bishop of *London* for the Time being shall require the same to be built on a different Site, as herein-after mentioned, such Sum to be ascertained and certified by the said *George Gilbert Scott*, or in case of his Death, or Refusal or Inability to act, then by an Architect to be appointed by the said Dean and Chapter; and until the Piece of Ground herein-before required to be conveyed to Trustees as aforesaid, or so contracted to be purchased as aforesaid, shall have been so conveyed or contracted for, and if a Contract only shall be entered into for such Purchase, then until the Amount of the Consideration Money for such Purchase shall have been secured, to the Satisfaction of the said Dean and Chapter, by such Charge, or otherwise as may be agreed on as aforesaid, in addition to the Money herein-before directed to be secured for the building the said Church; and the said Company are hereby authorized to make such Purchase, and to enter into any such Contract as aforesaid, and either to charge, in manner herein-before expressed, the Monies necessary for building the said Church and making such Purchase as aforesaid, or to raise such Monies out of any Monies in their Hands, or otherwise, as they may think fit; and the said Dean and Chapter may, for the Purposes of this Act, accept and take such Charge as aforesaid, and may also take and hold any such Ground as may be conveyed to them as a Site for such Church as aforesaid, or any other Ground which, by virtue of the Provisions of this Act, may be conveyed to them for a like Purpose.

Bishop of
London may
order new
Church to be
built in lieu
of Holy
Trinity
Church,
within Ten
Years after
Opening of
Railway.

LII. In case at any Time or Times within Ten Years from the opening of the said Railway, the Dean and Chapter of *Westminster* shall, by Writing under their Corporate Seal, certify their Opinion that the Fabric of the said Church has been injured, or the Congregation attending the said Church have been exposed, during the Performance of Divine Service, to any serious Inconvenience by the Works of the said Company, or by the Construction of the Railway in Front of the said Church, and the Passage of Engines and Carriages along the same, it shall be lawful for the said Dean and Chapter from Time to Time to apply to the Bishop of *London* for the Time being, and upon any such Application the said Bishop shall refer such Application to any Engineer or Architect whom he shall appoint to investigate the same, and to report thereon to the said Bishop, and if the said Bishop shall, upon the Application made to him by the said Dean and Chapter, and upon Consideration of the said Report, be of opinion that the Fabric of the said Church has been injured, or that the Congregation attending the said Church have been so inconvenienced as aforesaid, it shall be lawful for the said Bishop, by a Certificate in Writing, to order that such Church as aforesaid shall be built upon the Piece of Ground directed by this Act to be conveyed
to

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to or contracted to be purchased in the Names of Trustees, or upon such other Site as the said Bishop, the said Dean and Chapter, and the Company, shall agree upon, in lieu of and to be substituted for the said present Church of the *Holy Trinity*, and thereupon the Trustees to whom the said Piece of Ground shall be conveyed as aforesaid, or in whom it shall be vested, shall convey the same to the said Dean and Chapter of *Westminster*, or as they shall direct, as a Site for such new Church; and the said Sum of Money so to be ascertained and secured as aforesaid for building such new Church as aforesaid shall be thereupon paid to the said Dean and Chapter, and the same, or a sufficient Part thereof, shall be applied by them in or towards the building of such Church under any Contract or Tender, or otherwise, in all respects as they shall think fit, and the Surplus, if any, shall be repaid to the said Company; and if, by reason of any Defect in the aforesaid Estimate as to the Cost of building such new Church, either by reason of the Variation in Price of Materials or Labour, or otherwise, the Cost of building such Church should exceed such Estimate, then all such additional Sums of Money requisite completely to finish the said Church shall be paid by the Company, and shall be raised by a Charge on all their Property and Effects as aforesaid, or otherwise, and in all respects as is declared with regard to the Amount of the original Estimate: Provided, that if the said Company shall require the same, the said Dean and Chapter shall employ for the Erection of the said Church a Builder, to be nominated by the Company, and approved by the said Dean and Chapter; and in case the said Bishop of *London* shall not, upon Application under the Provisions herein contained, order the said Church to be built on any such new Site as aforesaid, the same Site shall be held in trust for the said Company, and shall be conveyed and disposed of as they shall direct, and the Securities for such Sums as aforesaid shall be given up to the Company to be cancelled.

LIII. In case a new Church shall be built in lieu of the said present Church of the *Holy Trinity*, such Church shall, when consecrated, have all the Rights and Privileges which, at the Time of its building, shall belong to the said Church of the *Holy Trinity*, and the Clergymen and Officers of the present Church of the *Holy Trinity* shall become and be the Clergymen and Officers of such new Church; and the new built Church shall, to all Intents whatsoever, from the Period of such Consecration, be substituted in lieu of the present Church; and any District which has been or may be assigned to the present Church of the *Holy Trinity* shall, immediately upon such Consecration, be deemed to belong and shall belong to such new Church as if the same had been legally assigned thereto.

New Church to have Rights and Privileges of present Church, and Clergy and Officers of present Church to be Clergy and Officers of new Church.

LIV. The said "Lands Clauses Consolidation Act, 1845," herein-before incorporated as aforesaid, (except the Provisions with respect

[Local.]

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8 & 9 Vict. c.18. to apply to Hereditaments pur-

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chased for
Site of New
Church, &c.

respect to the Purchase and taking of Lands otherwise than by Agreement,) shall apply to any Hereditaments which it may be considered necessary to purchase for any Site of such Church, or Site of a Parsonage House or Schools, herein-before in such Events as aforesaid authorized to be purchased.

Covered
Way to be
made past
Trinity
Church.

LV. Before the said Railway shall be opened to the Public, the Company shall completely cover in, by a Brick or Stone arched Covering, or otherwise, to the Satisfaction of the said *George Gilbert Scott*, or other the Architect or Engineer of the said Dean and Chapter, to be appointed as aforesaid, and shall thenceforth keep covered to the Satisfaction of the said *George Gilbert Scott*, or such Architect or Engineer as aforesaid, all such Part of the said Railway as shall be within the Distance of One hundred and fifty Yards on the North-east Side, and One hundred Feet on the South-west Side, of the said Church of the *Holy Trinity*, so that the Engines and Carriages used by the said Company may pass along a covered Way.

Dean and
Chapter may
release Com-
pany from
Stipulations
relating to
Church, and
if new
Church be
built, Stipu-
lations in
this Act to
cease on its
Conse-
cration.

LVI. It shall be lawful for the Bishop of *London* for the Time being and the Dean and Chapter of *Westminster*, at any Time hereafter, if they shall think fit, by Writing under the Hand of such Bishop and under the Corporate Seal of the said Dean and Chapter, to release the Company, either absolutely or subject to any Conditions, from any of the Stipulations, Provisions, or Restrictions herein contained relating to the said Church of the *Holy Trinity*, or the building of such new Church as aforesaid, or the procuring such Sites as aforesaid, or any or either of them; and in case at any Time hereafter such new Church shall be built in lieu of the present Church of the *Holy Trinity*, then, immediately upon the Consecration of such new Church, all the Restrictions, Stipulations, and Provisions herein contained for the Protection of the present Church and the Congregation thereof from Injury or Inconvenience shall cease, unless it shall be otherwise agreed between the said Dean and Chapter and the Company.

As to Site of
old Church,
and Sale of
Materials.

LVII. If at any Time hereafter a new Church shall be built and substituted for the present Church of the *Holy Trinity* under the Provisions herein contained, the said present Church of the *Holy Trinity* and the Site thereof, notwithstanding the same have been consecrated, shall, immediately after the Consecration of such new Church, (the Fact of the Consecration to be certified under the Hand and Seal of the Bishop of *London*,) be vested in the said Company, upon trust, nevertheless, that the said Company shall forthwith, at their Costs and Charges, enclose the said Site with an Iron Railing, and lay out the same as an ornamental Garden Ground, and so from thenceforth keep up the same in such Manner in all respects as *Thomas Cubitt of Lyall Street, Belgrave Square, Esquire*, his

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his Executors or Administrators, shall direct: Provided nevertheless, that, notwithstanding anything herein contained, the said Site, or any Part thereof, may from Time to Time be sold, leased, or otherwise disposed of by the said Company, so as the same be done with the Consent in Writing of the Dean and Chapter of *Westminster* and the said *Thomas Cubitt*, his Executors or Administrators, and it shall be lawful for the said Company, immediately after the Consecration of such new Church, to pull down and (subject as after mentioned) to sell and convert to their own Use the Materials of the present Church of the *Holy Trinity*, and the Fittings, Articles, and Things fixed or belonging thereto: Provided, that it shall be lawful for the said Dean and Chapter, or their Nominee or Nominees, to purchase and remove all or any Part of the Materials of the said Church, or the said Fittings, Articles, and Things, (including Stained Glass Windows,) which they may desire, at such Prices as shall be fixed thereon by Two Referees, One to be named by the said Dean and Chapter, and the other by the said Company, or the Umpire of such Referees; and the Price of such Articles shall be paid to the said Company, or any of such Fittings, Articles, and Things may, if desired by the said Dean and Chapter, be removed to the new Church, and the Value allowed for in the Cost thereof accordingly.

LVIII. The Company shall pay all Law and other Charges and Expenses to be incurred from Time to Time after the passing of this Act by the said Dean and Chapter of *Westminster* or the Bishop of *London*, including the Charges and Expenses of any Engineer, Architect, or Surveyor employed by them or him in and about the building of a Church in lieu of the said present Church of the *Holy Trinity*, or in relation to any Steps taken or to be taken by the said Dean and Chapter of *Westminster* in relation thereto, or for securing the Fabric of the present Church of the *Holy Trinity*, or otherwise to be incurred by virtue of the Powers or Authorities given to or vested in the said Dean and Chapter by this Act.

Company to pay Expenses of Dean and Chapter, or Bishop, in the building of a new Church, &c.

LIX. That notwithstanding anything contained in "The Lands-Clauses Consolidation Act, 1845," or in this Act, the Purchase Money to be paid by the said Company to the said Dean and Chapter for any Lands to be purchased from them, and the Compensation Money to be paid for any Damage or Injury to any such Lands, or other the adjoining or contiguous Property of the said Dean and Chapter, shall not be less than shall be determined by the Valuation of Two able practical Surveyors, One of whom shall be nominated by the said Company, and the other by the said Dean and Chapter; and in the event of either Party neglecting to nominate a Surveyor, or of either of such Surveyors not having completed his Valuation, within Two Months from the Time of either of the said Parties having given Notice to the other of them to enter upon and proceed to such Valuation,

As to Valuation of Lands of Dean and Chapter of Westminster.

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Valuation, or if such Two Surveyors cannot agree in the Valuation, then a Valuation shall be made by such Third Surveyor as any Two Justices of the Peace for the City and Liberty of *Westminster* shall for that Purpose nominate; and each of such Two Surveyors if they agree, or if not, then the Surveyor nominated by the said Justices, shall annex to the Valuation a Declaration of the Correctness thereof, or such Declaration may be incorporated in the Valuation; and the said Company shall pay to the said Dean and Chapter all such Costs and Expenses of and incident to every such Valuation, and all such other Costs and Expenses as, under the Provisions of "The Lands Clauses Consolidation Act, 1845," are payable in like Cases by the Company to any Person in respect of Lands taken by them; and in case there shall be any Difference as to the Expense of such Valuations, or such other Costs and Expenses, the same shall be ascertained in the Manner provided by "The Lands Clauses Consolidation Act, 1845," respecting Costs of Conveyances.

Purchase of
Lands for
extraordi-
nary Pur-
poses.

LX. That it shall be lawful for the Company to purchase, in addition to the Lands herein-before authorized to be purchased by them for constructing the Railway, any Quantity of Land, not exceeding in the whole Twenty Acres, for any of the extraordinary Purposes specified in "The Railways Clauses Consolidation Act, 1845;" provided that it shall not be lawful for the Company to purchase and take for such Purposes as last aforesaid any Lands within the Parishes of *Saint Margaret* and *Saint John the Evangelist Westminster*, exceeding Two Acres, without the Consent of the Churchwardens and Vestries of the said Parishes: Provided also, that it shall not be lawful for the said Company to erect upon any Land which the said Company may purchase and take under the Provisions lastly herein-before contained, or to use the same when erected for Purposes which shall, in the Judgment of the said Churchwardens and Vestries, be a Nuisance, or offensive to the Persons residing in the Neighbourhood of such Building; and in case the said Company shall erect any Building on such Land as aforesaid which shall be, or shall use any Building so erected for Purposes which shall be deemed by the said Churchwardens and Vestries a Nuisance or offensive to the Persons residing in the Neighbourhood of such Building, the said Company shall and they are hereby required, within Two Months after Notice in Writing thereof from the said Churchwardens and Vestries, to remove such Building or discontinue the Use of the same for the Purposes objected to in such Notice: Provided that, in case of Difference between the said Company and the said Churchwardens and Vestries, it shall be lawful for the said Company to appeal, within One Month after receiving such Notice as aforesaid, to the Board of Trade, to decide whether such Building, or the Purposes for which the same is used, is a Nuisance, or offensive to the Persons residing in the Neighbourhood thereof, and ought to be removed or discontinued as aforesaid, and the

Certificate

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Certificate of the Board of Trade shall be final and conclusive; and the said Company shall, if the Board of Trade shall so decide, remove or discontinue the same accordingly.

LXI. Such Part of the Railway as lies within the Parishes of *Saint Margaret* and *Saint John the Evangelist Westminster* shall be completed within Four Years from the passing of this Act, and such Part of the said Railway as lies without the said Parishes shall be completed within Five Years from the passing of this Act; and on the Expiration of such Periods respectively the Powers by this and the recited Acts granted to the Company for executing such Parts of the Railway respectively, or otherwise in relation thereto, shall cease to be exercised, except as to so much of such Parts of the Railway respectively as shall be then completed.

Period for
Completion
of Works.

LXII. That it shall be lawful for the Company to stop up *New Street*, *Carey Street*, and *Fynes Street*, and also, with the Consent in Writing of Two Justices and of the Commissioners for paving and Trustees, to stop up, use, enclose, and alter such other Streets, Squares, Courts, Alleys, Yards, Ways, Passages, and Places, or so much and such Parts thereof as may be taken and used under the Powers of this Act, and which may in consequence become useless, or lead only to some Houses, Buildings, or Erections which may be approached by some other Street, Court, Alley, Way, Passage, or Place equally convenient; and the Ground or Soil of such Streets, Squares, Courts, Alleys, Yards, Ways, Passages, and Places, or Parts of the same, which shall be so stopped up, shall be and are hereby vested in the Company for the Purposes of this Act,

Certain
Streets, &c.
may be
stopped up.

LXIII. Provided always, That it shall not be lawful for the Company to close *New Street*, *Carey Street*, or *Fynes Street*, or in any way to obstruct or interfere with the Carriage or Foot Ways in the said Streets, or any or either of them, until they shall have constructed and opened to the Public, in lieu thereof, a Street of the clear Width of Forty Feet for Passengers, exclusive of Areas, to form a Communication from the Eastern Angle of *Vincent Square* on the One Side to *Regent Street* on the other Side, and so as to form a continuous Line from *Vincent Square* by *Regent's Place* into the *Horseferry Road*, and to lead directly into *Page Street*, as shown upon the Plan deposited with the Clerk of the joint Vestries of the Parishes of *Saint Margaret* and *Saint John the Evangelist*, and signed by Sir *Henry Robert Ferguson Davie* Baronet, the Roadway of such Street to be Twenty-five Feet wide, and not to have a greater Rate of Inclination than One in Fifty, and to be macadamised, and the Pavement for Foot Passengers on either Side to be Seven Feet Six Inches wide, and the said Street to be made under the Superintendence

New Street,
Carey Street,
or Fynes
Street, not
to be closed
until another
Street pro-
vided.

[Local.]

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tendence

The Westminster Terminus Railway Act, 1854.

tendance and to the Satisfaction of the Commissioners of paving and the Trustees.

Site of certain Premises to be thrown into Highways.

LXIV. That the Parts of the *Grey Coat Hospital* Premises, numbered 2 and 3 on the said last-mentioned Plan, and thereon coloured Blue, shall, as soon as they are purchased or the Possession thereof obtained by the Company, become and remain thenceforth Part of the Highways of *Grey Coat Place* and *Grey Coat Street* respectively; and whenever the Company shall have purchased or shall have obtained Possession of any Houses abutting upon *Grey Coat Street, Horseferry Road, Regent's Place, and Vincent Street*, and shall have taken down the same, it shall not be lawful for them to build upon or enclose such of the Areas of the said Houses as are coloured Blue on the said last-mentioned Plan, but immediately on the said Houses being taken down such Areas coloured Blue shall be filled up by the Company to a Level with the several Streets aforesaid respectively, and shall become and thenceforth remain a Part of the Highway of the several Streets aforesaid respectively, to all Intents and Purposes, and such respective Highways shall thenceforth be subject to the Control of the Commissioners for paving and Trustees.

No Buildings to be erected on certain Ground without Consent.

LXV. That it shall not be lawful for the Company to erect any Building on the Ground lying within Twenty Feet of the Line dividing the Premises numbered 2 and 3 from the Premises numbered 4 on the said last-mentioned Plan, and thereon coloured Brown, without the Consent of the Churchwardens and Vestries of the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, to be signified in Writing under the Hand of the Clerk of the joint Vestries of such Parishes.

Before Streets closed, adjoining Property to be purchased.

LXVI. That before the Company shall close the whole or Part of any Street or public Place which they are authorized by this Act to close, they shall purchase the whole of the Property abutting on or within such Street or public Place, and which they may be authorized to purchase under this Act, and shall close the same altogether, by erecting Buildings, or constructing some architectural Elevations, at the Ends of such Street or Place.

Plan of Railway, as regards St. Margaret and St. John, to be deposited, and Notice thereof given.

LXVII. That the Company shall, within Twelve Months after the passing of this Act, deposit with the Clerk of the joint Vestries of *Saint Margaret* and *Saint John the Evangelist* a Plan, and Twelve Copies thereof, showing and distinguishing thereon by Colour the Lands intended to be taken and used by the Company within the said Parishes, and the Centre Line of Railway through such Lands, and within Fourteen Days after such Deposit give notice thereof in
the

The Westminster Terminus Railway Act, 1854.

the *London Gazette*, and Two Papers published daily in the Morning in *London*, and by affixing Copies of such Notice on the Church Doors of the Parish Churches of such Parishes; and in case such Deposit shall not be made and such Notices given within the Time aforesaid, it shall not be lawful for the Company to exercise any of the compulsory Powers contained in this Act, or in any of the Acts incorporated therewith, for the taking or purchasing of Lands within the said Parishes.

LXVIII. That it shall not be lawful for the Company to enter upon, take, or use, without the Consent in Writing of the Owners, Lessees, and Occupiers thereof, any Lands within the said Parishes of *Saint Margaret* and *Saint John the Evangelist* not shown and distinguished by Colour on such Plan, to be deposited with the Clerk of the joint Vestries as aforesaid: Provided that if any Error or Omission shall have been made in such last-mentioned Plan in relation to the Lands so distinguished by Colour as aforesaid, it shall be lawful for the Company to apply to Two Justices for the Correction thereof, in the Manner provided by the Seventh Section of "The Railway Clauses Consolidation Act, 1845;" and the Certificate of the said Justices to be given as therein provided shall be deposited with the Clerk of the joint Vestries of *Saint Margaret* and *Saint John the Evangelist*, and thereupon such Plan, as to such Error or Omission, shall be deemed to be corrected according to such Certificate.

Lands in
St. Margaret
and St. John
not to be
taken
without
Consent,
except such
as described
on Plan to
be deposited.

LXIX. That the Company shall, within Twelve Months after such Plan shall be deposited with the Clerk of the joint Vestries as aforesaid, give the usual Notices to treat and agree or otherwise contract for all the Lands shown upon the said Plan, and distinguished as intended to be taken by the Company, and it shall not be lawful for the Company to exercise any of the compulsory Powers contained in this Act, or in any of the Acts incorporated therewith, for the Purpose of taking or purchasing any of the Lands shown and distinguished upon the said Plan as aforesaid, for which no Notice to treat and agree or contract for Purchase shall have been given or entered into during the Period of Twelve Months from the Time of the Deposit of the said Plan.

Compulsory
Power to
purchase
Lands shown
on Plan to be
deposited
not to be
exercised
unless Notice
to treat be
given in 12
Months.

LXX. That the Company shall, within Three Years from the passing of this Act, pay or tender Payment for the whole of the Lands situate within the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, for which they shall contract, or in respect of which Notice to treat and agree shall be given, or which they shall be compelled to take under the Provisions of this Act, or of any Act incorporated therewith.

Company to
pay for Land
in Parishes
of St. Mar-
garet and
St. John, in
Three Years.

LXXI. That

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Communi-
cations to
be made
between
severed Por-
tions of
Streets, &c.,
in St. Mar-
garet and
St. John.

LXXI. That in case the Company shall take for the Purposes of this Act a Portion only of the Streets or Places called *Amelia Place*, *Regent's Gardens*, *Brunswick Place*, or *Causton Street*, or any or either of them, or of any other Street or public Place within the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, and of which the Levels or Gradients are not given on the Sections accompanying the Plan of the Railway deposited with the Clerk of the Peace for the County of *Middlesex*, and shall thereby leave any Portion of such Streets or Places severed or detached from another Portion of the same Street or Place, the Company shall, within One Month from the Time when they shall have entered into possession of any Portion of such Street or Place, make and complete, to the Satisfaction of the Surveyor to the Commissioners for paving and Trustees, all proper and necessary Communications between such severed or detached Portions of such Street or Place,

Streets, &c.,
in St. Mar-
garet and
St. John to
be carried
over Rail-
way.

LXXII. That where the Line of Railway shall cross any Street or public Place within the Parishes of *Saint Margaret* and *Saint John the Evangelist*, or either of them, and the Company shall not be permitted or required to close such Street or public Place, such Street or public Place shall be carried over the Railway by means of a Bridge suitable for Metropolitan Traffic, and shall in no Case have a greater Inclination than One in Fifty, except any Bridge over *Vincent Street*, which may have an Inclination of One in Forty; and every such Bridge, exclusive of Parapets, shall be of the same Width as the Width of the Street or public Place in which such Bridge shall be erected, and shall be paved and formed for public Traffic in a Manner similar to that of the Street in which it shall be erected, and shall be so constructed, if required by the Commissioners for paving and Trustees, as to allow a Depth of Two Feet at the least of Ground below the upper Surface of the Paving upon the Bridge; and such Bridge, with the immediate Approaches, and all other necessary Works connected with the same, shall be executed and at all Times thereafter maintained by and at the Expense of the Company.

Construction
of Streets
crossed by
Railway.

LXXIII. No such Street or public Place so crossed by the Line of Railway, or affected by the same, shall in any Case be reduced in Width; and the Pavement and Way of every such Street and public Place shall be reinstated by and at the Expense of the Company; and where any Alteration in the Inclination of any such Street or public Place shall become necessary, such Inclination shall not be greater than One in Fifty, except in *Vincent Street*, where it may be One in Forty; and *Regent Street* shall be made One Gradient, commencing from the Point where the Line of Railway crosses *Vincent Street*, and continuing to the End of the new Street to be formed from *Vincent Square* to *Regent Place*.

LXXIV. That

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LXXIV. That the Company shall from Time to Time construct, erect, and maintain, when and as the Commissioners for paving and Trustees shall, by a Notice in Writing under the Hand of their Surveyor for the Time being, require them so to do, good and substantial Parapets or Screen Walls to the Bridges within the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, and also to any Part of the Line of Railway which can be seen from a Street or public Place within either of the said Parishes; and such Parapets and Screen Walls shall be of an ornamental Character, and of such Height and Design as shall be approved by the Commissioners for paving and Trustees, and shall be erected by the Company within such Time as shall be named in the Notice requiring their Erection: Provided, that in case any Dispute or Difference shall arise between the Company and the Commissioners for paving and Trustees, either as to the Necessity for the Erection of such Parapets and Screen Walls, or as to the Design or Height of them, or as to the Time within which they are to be erected, or as to their efficient Maintenance, then it shall be lawful for the Company, or the Commissioners for paving and Trustees to apply to the Board of Trade to settle between the Parties such Dispute or Difference, and their Decision in the Matter shall be final.

Parapets or
Screen Walls
to be erected
in St. Mar-
garet and
St. John,

LXXV. That when by any such Certificate as aforesaid the Company shall have been required to execute any such Work in the Nature of a Parapet or Screen Wall, they shall execute and complete the same within the Period for that Purpose appointed in such Certificate, and if they shall fail to do so they shall become and be subject to the Penalties mentioned in the Sixty-fourth Section of "The Railway Clauses Consolidation Act, 1845," which Penalties shall be paid to the Commissioners for paving and Trustees.

Section 64 of
8 & 9 Vict.
c. 20. to apply
to Certificate
as to Para-
pets, &c.

LXXVI. That if the Company shall enter upon any Lands within the Parishes of *Saint Margaret* and *Saint John the Evangelist*, except for the Purpose merely of surveying and taking Levels of such Lands, and of setting out the Line of Works, without having previously paid or tendered Payment for the same, or made such Deposit by way of Security, and given such Bond as is mentioned in the Eighty-fifth Section of "The Lands Clauses Consolidation Act, 1845," they shall forfeit to the Owner of such Lands the Sum of Ten Pounds, over and above the Damage done to him by reason of such Entry, and shall further forfeit to him the Sum of Twenty-five Pounds for every Day during which they shall retain such wrongful Possession.

Penalty on
entering on
Lands in
St. Mar-
garet and
St. John
without
paying for
same.

LXXVII. That the Company shall, after Notice in the *London Gazette* of the Deposit of such Plan as is hereby directed, and before they shall give any Notice to treat and agree or enter into any absolute

Company
pay to
Treasurer of
Parishes of

[Local.]

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Contract

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St. Margaret and St. John a Sum of Money to enable them to make certain Com-
pensations.

Contract for the Purchase of Lands within the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, or either of them, pay to the Treasurer of the said Parishes the Sum of Three thousand Pounds, to be appropriated and applied by the Churchwardens and Vestries of the said Parishes, and at their Discretion, in such Sums as they may think fit, in making Compensation to such Persons as may sustain any Damage or Loss by reason of any Lands in their Occupation being taken by the Company, or by reason of such Lands being situate within Fifty Yards of the Railway, such Persons not having a greater Interest in such Lands than as Tenant from Year to Year or Lessee for a Year, and who, in the Opinion of the Churchwardens and Vestries, may not be entitled to claim or receive Compensation from the Company, either under this Act or any other Act of Parliament, and in Payment of any Expenses the Churchwardens and Vestries may incur in relation thereto, or otherwise, as they may think fit and proper: Provided, that the Churchwardens and Vestries shall not be accountable to the Company for the said Sum of Three thousand Pounds, or any Part thereof; and the Receipt of the Treasurer of the said Parishes for the same shall be a valid Discharge for the same to the Company: Provided always, that no Person shall be entitled to any such Compensation unless he shall, within Three Months after the Completion of such Part of the Railway as is situate within the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, deliver at the Office of the Clerk for the Time being of the said joint Vestries a Particular in Writing of any Damage or Loss sustained by him.

Directing how the Sum of 3,000*l.* paid to Treasurer of St. John's shall be applied.

LXXVIII. That so soon as the said Sum of Three thousand Pounds shall be received by the Treasurer of the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, he shall lay out the same in the Purchase of Exchequer Bills, and such Amount shall continue so invested until the same shall be required for the Purposes of this Act, and the Interest on such Bills shall from Time to Time be added to the said Sum of Three thousand Pounds, and be applied to such Purpose as such Three thousand Pounds is directed to be applied.

Company to protect Works, and to be responsible for Accidents occasioned thereby.

LXXIX. That for the Purpose of preventing Accidents during the Progress of the Works by this Act authorized, the Company shall and they are hereby required to well and sufficiently guard and protect such Works with Lights, Fences, and Watchmen, and all other necessary Means, during the Progress of such Works; and the Company shall be responsible for all Accidents and Damage occasioned by reason or in consequence of such Works.

Streets, &c., in St. Margaret and

LXXX. That it shall not be lawful for the Company, or any Person acting by or under their Authority, to break up or disturb, or cause
to

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to be broken up or disturbed, any Street or Place under the Control or Direction of the Commissioners for Paving and Trustees, or the Pavement thereof, unless Notice in Writing of their Intention to break up or disturb such Street or Place, or the Pavement thereof, signed by the Clerk or Secretary to the Company, specifying the Street or Place which, or the Pavement of which, is intended to be broken up or disturbed, shall have been given to the Surveyor to the Commissioners for paving and Trustees having the Control of the same, or shall have been left for him at his Office for the Space of Seven Days at least before such Street or Place, or the Pavement of it, or any Part thereof, shall be broken up or in any way disturbed; and whenever and so often as the Company shall break up or disturb any Street or Place, or the Pavement thereof, within the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, or either of them, the Company shall, so soon as they have executed and completed that Part of the Works touching or affecting such Street or Place, and at the furthest within the Period of Three Months from the Day on which it shall have been broken up or disturbed, replace and restore the said Street or Place, and the Pavement thereof, in as good State and Condition as the same was in at the Time when the same was broken up or disturbed, under the Superintendence and to the Satisfaction of the Surveyor to the Commissioners for paving and Trustees, and shall afterwards keep the same in repair in like Manner and for the same Period as if such Street or Place, or the Pavement thereof, had been broken up or disturbed for the Purpose of laying down new Mains by Gas or Water Companies under the Act of the Fifty-seventh *George* the Third, Chapter Twenty-nine, for better paving, improving, and regulating the Streets of the Metropolis; and in case the Company shall fail to replace and restore such Street or Place, or the Pavement thereof, within the Period aforesaid, then the Company shall forfeit and pay to the Commissioners for paving and Trustees the Sum of Ten Pounds for every Day after the Expiration of the said Period of Three Months during which the said Street or Place or the Pavement thereof, or any Part thereof, shall remain broken up or disturbed; and it shall be lawful for the Commissioners for paving and Trustees to replace and restore the said Street or Place, or the Pavement thereof, at the Cost, Charge, and Expense of the Company, who shall pay, reimburse, and make good the same to the Commissioners for paving and Trustees, and shall also pay to such Commissioners and Trustees the Value of any Paving Stones, Pebbles, or other Materials which may have been used by such Commissioners and Trustees in or about the paving or otherwise in reinstating the Pavement of any such Street or Place which may be taken or used by the Company, in addition to the said Penalty of Ten Pounds for every Day up to the Completion of the replacing and restoring the said Street or Place, or the Pavement thereof: Provided, nevertheless, that

St. John not to be broken up without Notice, and to be reinstated.

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that as regards *Regent Street* the Period for replacing and restoring the same shall be Four Months, and as regards the *Vauxhall Bridge Road* the Period shall be Six Months.

Limiting the Power to close Streets.

LXXXI. Provided always, That this Act, or any Act incorporated therewith, shall not authorize the Company, without the Consent in Writing of the Commissioners for paving and Trustees, to close at One and the same Time more than One Street or public Place within the Parishes of *Saint Margaret* and *Saint John the Evangelist*, or at any Time to stop the *Vauxhall Bridge Road* so as to render the Approach to *Vauxhall Bridge* impassable for Carriages or Horses or Foot Passengers.

As to Supervision of Works affecting Roads, &c. in St. Margaret and St. John.

LXXXII. That all Works affecting the Streets and public Places within the Parishes of *Saint Margaret* and *Saint John the Evangelist*, or either of them, by this Act authorized, shall be constructed and done by the Company under the Superintendence and to the Satisfaction of the Surveyor to the Commissioners for paving and Trustees.

Drains and Gullies in St. Margaret, &c., to be reinstated.

LXXXIII. That the Company shall reinstate and leave perfect, to the reasonable Satisfaction of the Surveyor to the Commissioners for paving and Trustees, all Drains and Gullies in the Streets and public Places in the Parishes of *Saint Margaret* and *Saint John the Evangelist*, or either of them, which shall be broken up, destroyed, or damaged in the Execution of the Works by this Act authorized; or they shall provide such new or other Drains and Gullies as, in the Opinion of such Commissioners and Trustees, shall be necessary by reason of such Works.

Board of Trade may make Orders, &c., as to Construction of Engines.

LXXXIV. That the Board of Trade may, on the Application of the Churchwardens and Vestries of the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, make such Orders and Regulations as to the Construction and Approval of any Locomotive Engine to be used on the Railway as the Board of Trade shall think proper; and after any such Order or Regulation shall be made, the Company shall not use on the Railway any Locomotive Engine not constructed and approved of according to such Order or Regulation, under a Penalty not exceeding Five Pounds for every Day such Engine shall be so used contrary to such Order or Regulation.

Penalty on Engines without a Hood or Cover being used on Railway.

LXXXV. That every Engine which shall be used on the Railway shall have a proper or well-secured Hood or Cover of Wire Gauze affixed upon the Top of the Shaft of the Chimney thereof, and if any Engine shall at any Time be used on the Railway without such Hood or Cover as aforesaid, the Company shall forfeit and pay the Sum of Five Pounds for every Day such Engine shall be so used.

LXXXVI. That

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LXXXVI. That nothing in this Act contained shall be construed to relieve the Company from any Responsibility for Damage by Fire or otherwise to which they would be subject by Common Law.

Company not to be relieved from Common Law Liability.

LXXXVII. That whenever the Company shall become possessed, by virtue of this Act, or any Act incorporated therewith, of any Lands in the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, or either of them, charged with the Paving Rates, *Tothill Fields* Rates, or other Parochial Rates, they shall from Time to Time until the Works shall be completed and assessed to such Paving Rates, *Tothill Fields* Rates, and other Parochial Rates, and as to the *Tothill Fields* Rates until the Sums borrowed on the Security of the same shall be discharged, be liable to make good the Deficiency in the several Assessments for Paving Rates, *Tothill Fields* Rates, and other Parochial Rates, by reason of such Lands having been taken or used for the Purposes of the Works, and such Deficiency shall be computed according to the Rental at which such Lands were valued or rated at the Time of the passing of this Act; and on Demand of such Deficiency, the Company shall pay all such Deficiencies to the Collector of the said Assessments respectively.

Deficiency in certain Rates to be made good.

LXXXVIII. Provided always, That, except as by this Act expressly provided, nothing in this Act contained shall take away, lessen, alter, or prejudicially affect any of the Rights, Powers, or Authorities of the Commissioners, Trustees, or Governors and Directors of the Poor, acting under the following Local Acts; (to wit,) "The Act of the 25th of *George* II. Chapter 22," "The Act of the 57th *George* III. Chapter 29," "The Act of the 6th *George* IV. Chapter 134," "The Act of the 5th and 6th *William* IV. Chapter 18," but all such Rights, Powers, and Authorities respectively shall continue and be vested in and executed and performed by such Commissioners, Trustees, and Governors and Directors of the Poor respectively, as fully and effectually to all Intents as if this Act had not passed.

Saving Rights under various Local Acts.

LXXXIX. That the Company shall pay to the Churchwardens and Vestries of the said Parishes of *Saint Margaret* and *Saint John the Evangelist*, and the Trustees of the *Tothill Fields*, all Law and other proper Charges and Expenses incurred by them or their Surveyor from Time to Time in and about the Execution and carrying into effect any of the Provisions of this Act.

Expenses of Churchwardens, &c., to be paid,

XC. Whereas, pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the Ninth Year of Her present Majesty, Chapter Twenty, a Sum of Thirty-five thousand four hundred Pounds, being One Tenth Part of Three Fourths of the Amount of the Estimate of the Expense of the Railway authorized by this Act, has been deposited

Security for Completion of the Railway and Branch within the Time limited,

[Local.]

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with

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with the Court of Chancery in *England*, in respect of the Application to Parliament for this Act: Be it enacted, That, notwithstanding anything contained in the said recited Act, the said Sum of Thirty-five thousand four hundred Pounds so deposited as aforesaid in respect of the Application for this Act, or the Interest or Dividends of such Sum of Money, shall not, except upon the Execution and Deposit of such Bond as herein-after mentioned, be paid or transferred to or on the Application of the Person or Persons or the Majority of the Persons named in the Warrant or Order issued in pursuance of the said Act, or the Survivor or Survivors of them, unless the Company shall, previously to the Expiration of the Period limited by this Act for Completion of the Railway hereby authorized to be made, either open the said Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the Committee of Her Majesty's Privy Council for Trade and Foreign Plantations that the Company have paid up One Half of the Amount of the Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if the said Period shall expire before the Company shall either have opened the Railway for the public Conveyance of Passengers, or have given such Proof as aforesaid to the Satisfaction of the Lords of the said Committee, the said Sum of Money deposited as aforesaid, and the Interest and Dividends thereof, shall, immediately from and after the Expiration of the said Period, be forfeited to Her Majesty, and be paid and transferred, by the Officer or Person in whose Name they shall then be deposited or invested, to the Account of Her Majesty's Exchequer, and when so paid and transferred shall be carried to and form Part of the Consolidated Fund of the United Kingdom of *Great Britain and Ireland*; provided that at any Time after the passing of this Act, if a Bond in twice the Amount of the said Sum of Thirty-five thousand four hundred Pounds shall have been executed by the Company, with One or more Sureties, (such Bond to be prepared to the Satisfaction of and such Surety or Sureties to be approved by the Solicitor to the Lords Commissioners of Her Majesty's Treasury,) conditioned for Payment to Her Majesty, Her Heirs or Successors, of the said Sum of Thirty-five thousand four hundred Pounds if the Company shall not, within the Time limited for the Completion of the Railway, either open the Railway for the public Conveyance of Passengers, or prove to the Satisfaction of the Lords of the said Committee that the Company have paid up One Half of the Amount of the said Capital by this Act authorized to be raised by means of Shares, and have expended for the Purposes of this Act a Sum equal in Amount to such One Half of the said Capital; and if such Bond shall have been deposited with the said Solicitor to the said Lords Commissioners, then such Sum of Money, and the Interest or Dividends thereof, shall be paid to or on the Application of the Person
or

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or Persons or the Majority of the Persons named in such Warrant or Order as aforesaid, or the Survivor or Survivors of them, and it shall not be necessary to produce any Certificate of this Act having passed, anything in the said recited Act to the contrary notwithstanding; and the Monies to be recovered upon such Bond shall be dealt with in like Manner as the said Sum of Money, and the Interest or Dividends thereof, would have been dealt with under this Act if such Bond had not been executed and deposited as aforesaid; and the Certificate of the said Solicitor to the said Lords Commissioners, that such Bond has been executed and deposited as aforesaid, and the Certificate of the Lords of the said Committee that such Proof has been given to their Satisfaction as aforesaid, shall respectively be sufficient Evidence of the Facts so certified.

XCI. That it shall be lawful for the Company to levy and demand Rates, Tolls, and Duties for the Use of the Railway, not exceeding the following; (that is to say,) Tolls.

In respect of the Tonnage of all Articles conveyed upon the Railway or any Part thereof, as follows:

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

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

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, and not weighing more than One Ton, carried or conveyed on a Truck or Platform not belonging to the Company, not exceeding Two Shillings and Sixpence; and a Sum of Fourpence for every additional Quarter of a Ton or fractional Part of a Quarter of a Ton which such Carriage may weigh.

In

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Tolls for
Passengers
and Cattle.

In respect of Passengers and Animals conveyed in Carriages on the Railway, as follows :

For any Person conveyed in or upon any such Carriage for a less Distance than Two Miles, not exceeding Threepence ; and for a greater Distance than Two Miles, not exceeding Sixpence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Penny :

For every Horse, Mule, Ass, or other Beast of Draught or Burden, not exceeding One Shilling and Sixpence ; and if conveyed in any Carriage belonging to the Company, an additional Sum not exceeding Sixpence :

For every Ox, Bull, Cow, or Neat Cattle conveyed in or upon any such Carriage, not exceeding Sixpence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding Twopence :

For every Calf or Pig, Sheep or Lamb, or other small Animal, conveyed in or upon any such Carriage, not exceeding Twopence ; and if conveyed in or upon any Carriage belonging to the Company, an additional Sum not exceeding One Halfpenny.

Tolls for
propelling
Power.

XCII. That the Toll which the Company may demand for the Use of Engines or other Power for propelling Carriages on the Railway shall not exceed One Third of the Sum herein-before allowed for the Use of the Railway for each Passenger or for each Ton of Goods or other Articles, in addition to the several other Tolls or Sums by this Act authorized to be taken,

Regulations
as to the
Tolls.

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

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

With respect to all Articles, except Stone and Timber, the Weight shall be determined according to the usual Avoirdupois Weight :

With respect to Stone and Timber, Fourteen Cubic Feet of Stone, Forty Cubic Feet of Oak, Mahogany, Teak, Beech, or Ash, and Fifty Cubic Feet of any other Timber, shall be deemed One Ton, and so in proportion for any smaller Quantity.

Tolls for
small Parcels
and Articles
of great
Weight.

XCIV. And with respect to small Packages, and single Articles of great Weight, be it enacted, That, notwithstanding the Rate of the Tolls prescribed by this Act, the Company may lawfully demand the Tolls following ; (that is to say,)

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

Not exceeding in Weight Seven Pounds, Threepence ; exceeding Seven and not exceeding Fourteen Pounds, Fourpence ;
exceeding

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

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

For the Carriage of any single Piece of Timber, Stone, Machinery, or other single Article, the Weight of which, with the Carriage, shall exceed Eight Tons, the Company may demand such Sum as they think fit.

XCV. That the maximum Rate of Charge to be made by the Company for the Conveyance of Passengers upon the said Railway, including the Tolls for the Use of the Railway and of Carriages, and for locomotive Power, and for every other Expense incidental to such Conveyance, shall not exceed the following Sums: Maximum Rate of Charges for Passengers.

For every Passenger conveyed in a First-class Carriage for a less Distance than Two Miles, the Sum of Fourpence; and for a Distance of or exceeding Two Miles, Eightpence:

For every Passenger conveyed in a Second-class Carriage for a less Distance than Two Miles, the Sum of Threepence; and for a Distance of or exceeding Two Miles, Sixpence:

For every Passenger conveyed in a Third-class Carriage for a less Distance than Two Miles, the Sum of Twopence; and for a Distance of or exceeding Two Miles, the Sum of Fourpence:

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

XCVI. And with respect to the Conveyance of Horses, Cattle, Carriages and Goods, be it enacted, That the maximum Rates of Charge to be made upon the Railway by the Company, including the Tolls for the Use of the Railway and Waggon or Trucks and Maximum Rates of Charge for Cattle, Goods, &c.

[Local.]

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locomotive

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locomotive Power, and every Expense incidental to such Conveyance, shall not exceed the following Sums :

For every Horse, or other Beast of Draught or Burden before classed with Horses, the Sum of One Shilling and Sixpence :

For Cattle, the Sum of Ninepence *per* Head :

For Calves and Pigs, the Sum of Sixpence each :

For Sheep and small Animals, Threepence each :

For every Carriage, the Sum of Three Shillings :

For Coals, Coke, Ironstone, and other Articles herein-before classed therewith, the Sum of One Shilling and Sixpence *per* Ton :

For Manure, Culm, Cotton, and other Articles herein-before classed therewith, the Sum of Two Shillings *per* Ton.

Restriction
as to
Charges not
to apply to
Special
Trains.

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

Company
may take
increased
Charges by
Agreement.

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

Charges for
Use of West-
minster Ter-
minus to be
Subject of
Agreement.

XCIX. Provided always, That nothing in this or in any other Act or Acts of Parliament contained shall be deemed or construed to authorize or empower any Railway Company (other than the Company hereby incorporated) to use with Carriages or Engines any Portion of the Railway between the *Surrey* Side of the River *Thames* and the Terminus at *Westminster*, upon Payment of the Tolls and Charges herein-before limited and restricted; but the Company may charge and take from any Railway Company desirous of using for the Purpose of Traffic, or for forwarding the Traffic of any other Railway Company over such last-mentioned Portion of the Railway, and the Stations, Works, and Conveniences connected therewith, such Tolls, Rents, and Charges as shall be mutually agreed upon.

Passengers
Luggage.

C. That every Passenger travelling upon the Railway may carry with him, in his own Charge, his Luggage, not exceeding Forty Pounds in Weight, without being liable to make any Payment in respect of the same to the Company; and for every Article of Luggage,

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Luggage, which, together with any other Luggage so carried, shall exceed Forty Pounds, the Company may demand for the same any Sum not exceeding Twopence: Provided always, that the Company shall not be required to convey for any One Passenger more than One hundred and twenty Pounds Weight of Luggage; and the Company shall not be required to carry any Luggage which would be a Nuisance to other Passengers upon the Railway.

CI. That nothing herein contained shall render it compulsory on the said Company to carry on their Railway any Nightsoil, Dung, Manure, Compost, or other offensive Matter.

Company not bound to carry Manure, &c.

CII. That it shall be lawful for the Company, subject to the Provisions and Regulations herein-after contained, to contract and agree with the *Westminster* Improvement Commissioners, the Dean and Chapter of *Westminster*, the Governors of the *Grey Coat Hospital Tothill Fields*, of the Royal Foundation of *Queen Anne*, or other Governors or Trustees of any Charity Estate or incapacitated Persons, whose Lands or Property may be required for the Railway and the Works connected therewith, or any of them, and for the said *Westminster* Improvement Commissioners, the Dean and Chapter of *Westminster*, and the Governors of the *Grey Coat Hospital*, and other Governors and Trustees of any Charity or incapacitated Persons, to contract and agree for the Sale to or the Settlement upon them of other Lands, Houses, or Property, in lieu of all or any Part or Parts of the Lands, Houses, or Property of the said *Westminster* Improvement Commissioners, the Dean and Chapter of *Westminster*, and the Governors of the *Grey Coat Hospital*, and other Governors and Trustees of any Charity or incapacitated Persons, and which may be required for the Purposes of this Act: Provided always, that no such Contract with the Governors or Trustees of a Charity shall be made except with or subject to the Approbation of the High Court of Chancery, and such Approbation may be obtained by and at the Expense of the Company, upon a Petition to be presented to the said Court in a summary Way.

Powers of Exchange with the Westminster Improvement Commissioners, &c.

CIII. Provided further, That the Purchase (if it shall be made) of the Leasehold Interest of the Governors of the *Grey Coat Hospital* of and in the Hospital and Premises held by them, under a Lease from the Dean and Chapter of *Westminster*, dated the Thirtieth Day of *July* One thousand eight hundred and forty-six, shall be made in accordance with the Terms of a provisional Agreement, bearing Date the Twenty-eighth Day of *March* One thousand eight hundred and fifty-four, and made between the Governors of the *Grey Coat Hospital* of the One Part, and *Henry Plumtre Gipps* of *Montague Place, Bryanston Square*, in the County of *Middlesex*, Esquire, and *William Wilberforce*

Confirming Agreement with the Governors of Grey Coat Hospital.

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Wilberforce Pearson of *Regent Square* in the County of *Middlesex*, Esquire, of the other Part, and which Agreement, and all the Articles, Clauses, and Things therein contained, is and are hereby confirmed: Provided further, that it shall be lawful for the said Company to purchase by Agreement, in addition to the Lands herein-before authorized to be purchased by them, any Quantity of Land which it may be requisite for them to purchase in order to enable them to carry out the Arrangements with the Governors of the *Grey Coat Hospital* which are contemplated by the said Agreement dated the Twenty-eighth Day of *March* One thousand eight hundred and fifty-four, and hereby confirmed as aforesaid.

Confirming
Agreement
with Thomas
Cubitt, Esq.

CIV. And whereas in making the said Line it will be necessary to take or affect a Portion of the Property in *Pimlico* belonging to *Thomas Cubitt* Esquire, and for the Protection of his Interests an Agreement has been entered into, bearing Date the Twenty-third Day of *May* One thousand eight hundred and fifty-four, and made between *Henry Plumtre Gipps*, *William Wilberforce Pearson*, and *Hull Terrell* of the One Part, and the said *Thomas Cubitt* of the other Part: Be it enacted, That the said Agreement, and all the Articles, Clauses, and Things therein contained, is and are hereby confirmed; and the said Company shall forthwith after the passing of this Act enter into a formal Agreement with the said *Thomas Cubitt*, his Executors or Administrators, under the Seal of the said Company, embodying the Terms of the Agreement so entered into as aforesaid; and if any Difference shall arise as to the Form and Provisions of such formal Agreement, the same shall be settled and determined by some Barrister-at-Law to be nominated by Her Majesty's Attorney General for the Time being.

Company
may make a
Bridge for
the Equitable
Gaslight
Company
over the
Thames
Bank Road.

CV. That in order to provide for the *Equitable* Gaslight Company a convenient Communication between the *Thames* and their Gasworks opposite to their Wharf numbered 3 in the Parish of *Saint George Hanover Square* on the said Plan deposited with the Clerk of the Peace for the County of *Middlesex*, the Railway Company may make and maintain a Bridge, with a Headway of not less than Eighteen Feet clear over the *Thames Bank Road*: Provided, that no Locomotive Engine shall be used thereon: Provided also, that the Width of the Road under the Bridge shall not be less than Sixty-five Feet in the clear, and that the Plan, Elevation, and architectural Character and Finish of the Bridge shall be such as Her Majesty's Commissioners of Public Works and Buildings, the Paving Committee appointed under the Authority of an Act passed in the Seventh Year of His late Majesty King *George IV.*, intituled *An Act for better paving, lighting, regulating, and improving the Parish of Saint George Hanover Square within the Liberty of the City*

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City of Westminster, and Thomas Cubitt Esquire, his Executors or Administrators, shall require.

CVI. That the Company shall not enter upon, take, or use any of the Lands or Works of the *Equitable Gaslight Company* without their Consent, unless and until the said Bridge shall have been constructed and completed, nor except upon such Terms and Conditions as have been agreed upon between the Two Companies, or their respective Agents, before the passing of this Act.

Company not to take the Lands of the *Equitable Gas Light Company* until Bridge erected, &c.

CVII. That it shall be lawful for the Company to lend and contribute out of the general Funds any Sum, not exceeding One hundred thousand Pounds, towards the Formation of an intended new Street, authorized to be formed by "The *Westminster Improvement Act, 1847,*" and "The *Westminster Improvement Act, 1850,*" and therein called the secondary Street, and which will form a convenient Approach to the Railway herein-before firstly described, and to accept such Security for the same as the Directors of the Company shall approve, and to enter into any Contracts or Agreements with any Person or Persons, Corporation or Corporations, upon such Terms or Conditions with respect to leasing, purchasing, or letting any Lands or Houses, as the said Directors for the Time being may consider desirable or expedient to lease, purchase, or let, in reference to the Formation of such new Street, or the Approaches to such Railway.

Power to contribute Sum not exceeding 100,000*l.* towards Formation of secondary Street.

CVIII. Provided, That nothing herein contained shall be construed to give to the *Westminster Improvement Commissioners* any Power or Authority for or relating to the Construction of the said secondary Street which they would not have if this Act were not passed, or to revive, enlarge, diminish, prejudice, or in any way affect any of the Rights, Powers, Provisions, or Stipulations in the said *Westminster Improvement Acts,* or any Act or Acts relating to the said *Westminster Improvements,* contained, relating in any way to the said secondary Street or the Formation thereof.

Nothing in this Act to give the *Westminster Improvement Commissioners* additional Powers with respect to the secondary Street.

CIX. And whereas *Vauxhall Bridge Road* and certain Portions of *Millbank Road* or *Crescent Road* are the Property of and are under the Control and Management of the *Vauxhall Bridge Company,* and the said Company are bound to keep the said Roads in good and sufficient Repair: Be it therefore enacted as follows: That the Company shall not at any Time during the Progress of laying down or making the Works by this Act authorized, or of performing under this Act any other Works connected with the Roads aforesaid, shut up or obstruct or impede the public Traffic along the said Roads, or along any other of the Roads belonging to or under the Control of the said *Vauxhall Bridge Company* more than shall be absolutely necessary for the

Company not to shut up or impede Traffic of certain Roads near *Vauxhall Bridge.*

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Formation of the said Railway, and that they shall not raise the said Roads at any Point whatever beyond the present Levels, and shall not in any Manner whatsoever, except so far as may be absolutely necessary for the Construction of the said Works, obstruct, impede, or interfere with the present Access to any of the Wharves or Premises belonging to the said *Vauxhall Bridge Company*.

If Company do Damage to such Roads they shall repair the same.

CX. That if, in executing any of the Works by this Act authorized, the Company do or cause any Injury or Damage to the said Roads, and do not forthwith proceed to repair and make good such Injury or Damage to the reasonable Satisfaction of the Engineer or Surveyor for the Time being of the said *Vauxhall Bridge Company*, then and in such Case the said Engineer or Surveyor may cause such Repairs to be made and such Injury or Damage to be made good as he in his Discretion shall think fit, and all the Expenses thereof respectively shall be paid by the Company to the Clerk of the *Vauxhall Bridge Company* on Demand, or in default of Payment for Twenty-one Days after such Demand may be recovered by the *Vauxhall Bridge Company* from the Company, with full Costs of Suit, in any Court of competent Jurisdiction.

Company to execute all Works deemed necessary by Engineer, &c., of *Vauxhall Bridge*.

CXI. That the Company shall at their own Cost and Expense perform and execute all such Works as may be deemed necessary by the Engineer or Surveyor for the Time being of the *Vauxhall Bridge Company* for the Protection of *Vauxhall Bridge*, and for the securing of the said *Vauxhall Bridge* from any Injury which may be occasioned to the Foundations and Piers or Abutments thereof by any of the Works of the said Railway Company; provided that any Claim for any such Injury as aforesaid shall be made within Three Years from the Completion of the said Railway Bridge: Provided also, that in case of any Difference between the Railway Company and the Engineer of the *Vauxhall Bridge Company*, with respect to such Works as may be necessary for the Protection of the said *Vauxhall Bridge* as aforesaid, such Difference shall be referred by either Party to the Board of Trade, whose Decision shall be final.

Company not to permit Persons to pass over the Railway Bridge.

CXII. That the said Company shall not permit any Person or Persons to pass on Foot over the said Railway Bridge except such as may be in the Employment or *bonâ fide* engaged in the Business of the said Company, or passing to or from any Steam Boat or travelling on the said Railway.

As to the Surrey and Sussex Roads.

CXIII. And whereas it is intended to carry the said Railway by means of a Bridge over one of the Turnpike Roads under the Care of the Trustees of the *Surrey and Sussex Roads*, (that is to say,) the *Wandsworth Road* (numbered 14 upon the deposited Plans, in the Parish

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Parish of *Clapham*), and it is intended to lower the present Surface of the said Road under the said Bridge Three Feet: Be it therefore enacted as follows: That it shall not be lawful for the Company to alter the present Level of the said Road over which the said Railway is to be carried as aforesaid, or of the Footpaths of such Road, or any Part thereof, save as herein provided; (that is to say,) that the Company may lower the present Surface of the said Road and Footpaths under the said Bridge Three Feet and no more, but that the Inclination of the said Road and Footpaths where lowered shall not be steeper than One Foot in Forty Feet on the South Side of the said Bridge, and that on the North Side of the said Bridge the Surface of the said Road shall be lowered for such a Distance and in such Manner as shall bring the said Road out level with the present Surface of the said Road at a Point on the North Side of the said Bridge to be prescribed by the Surveyor of the said Trustees for the Time being; and it shall not be lawful for the said Company to alter the present Width of the said Road over which the said Railway is to be carried as aforesaid, or of the Footpaths of such Road, or any Part thereof; and the Company shall leave a clear Height or Headway under the said Bridge, from the Surface of the said Road, and every Part thereof respectively, of not less than Seventeen Feet, and from the Surface of the said Footpaths of not less than Twelve Feet, and that the said Bridge shall be of such a Span as shall leave clear and untouched the whole of the present Width of the said Road and Footpaths over which the same is carried; and that the said Bridge shall have Parapet Walls on each Side thereof of not less than Six Feet Six Inches in Height above the Surface of the said Railway; and that from the Ends of the said Two Parapet Walls of the said Bridge the Company shall make Four Screen Walls or close Fences, all of which shall be at least Seventy Feet in Length along the Sides of the said Railway, and shall carry all the said Screen Walls or Fences to the same Height with the said Parapet Walls respectively, (that is to say,) Six Feet Six Inches above the Surface of the said Railway; and that the Company shall lay down Curb Stones at the Edges of the Footpaths under the said Bridge, and extend the said Curb Stones respectively Ten Feet beyond the said Bridge, on both Sides thereof; and the Company shall always provide and keep lighted, at their Expense, between the Hours of Four in the Evening and Seven in the Morning from the Twenty-fifth Day of *September* to the Twenty-fifth Day of *March*, and between the Hours of Six in the Evening and Four in the Morning from the Twenty-fifth Day of *March* to the Twenty-fifth Day of *September*, in each and every Year, Two Gas or Oil Lamps under the said Bridge, and shall place such Lamps in such Situation under the said Bridge as shall be approved of by the Surveyor of the said Trustees for the Time being, and shall re-lay and make good all the Drains of the said Roads which may be interfered with to the Satisfaction of the said Surveyor,
and

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and that all such Works shall be done by and at the Expense of the Company.

Precautions required to be taken during the Performance of the Works on the Roads.

CXIV. That the Company shall at their own Expense do all such things in the way of watching, lighting, and fencing, and all such other precautionary Measures during the Progress of laying down or making the Works by this Act authorized, or of performing under this Act any other Works connected with the *Surrey* and *Sussex* Turnpike Roads, as shall be requisite for the Public Safety and Convenience and the Protection of the *Surrey* and *Sussex* Turnpike Roads, and of the Travellers thereon; and the Company shall be answerable and amenable for all Accidents and Damage happening by reason or in consequence of any of the Works of the Company.

Traffic not to be stopped during the Performance of the Works on the Roads.

CXV. That the Company shall not at any Time during the Progress of laying down or making the Works by this Act authorized, or of performing under this Act any other Works connected with the *Surrey* and *Sussex* Turnpike Roads aforesaid, shut up, or in any way impede the public Traffic along more than One Footpath and One Half the Width of any of those Roads at any One and the same Time; and in case One Half of the said Road shall be insufficient in Width for the free Passage of Two Carriages abreast, then no more than Fifty Yards in Length of the said Road where the One Half thereof shall be so insufficient as aforesaid shall be altered or interfered with at any One Time.

All Works connected with the *Surrey* and *Sussex* Turnpike Roads, to be under the Superintendence of the Trust Surveyor.

CXVI. That all Works connected with the *Surrey* and *Sussex* Turnpike Roads shall not be in any way commenced under this Act until the Expiration of Ten Days after Notice in Writing of the Intention to commence such Works be left at the Office of the Clerk of the Trustees of the *Surrey* and *Sussex* Roads, or be delivered to their Surveyor; and the opening of those Roads, or any of them, for the Purpose of making such Railway and Works, or any of them, and the remaking of such Roads and all other Works of every Description connected with those Roads, at any Time thereafter to be performed by or for the Company, shall be carried on and executed under the Direction and Superintendence and to the Satisfaction of the Surveyor of such Roads.

Works connected with Crossings to be completed within Six Months from the Commencement.

CXVII. That the Company shall finish and complete, to the Satisfaction of the said Surveyor for the Time being, the said Bridge, Road, Footpaths, Parapet Walls, Return Walls, Screen Walls, Fences, and all other Works, Matters, and Things herein-before mentioned and required to be made or done by the Company, and restore and give to the Public the full Use of the said Road and Footpaths within Six Months from the Day on which the said Road shall be first broken up
or

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or interfered with, or the Use of the said Road by the Public in any way interrupted or made less convenient than heretofore.

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

Company to
make good
Damage to
those Roads.

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

Regulating
the Payment
to be made
for Damages
done to the
Roads.

CXX. That if and so often as the Company fail to repair and keep in good and complete Repair, to the Satisfaction of the said Surveyor for the Time being, the said Bridge, Walls, Screens, Fences, and other Works connected with crossing the said Road or Footpaths, and if, after Notice thereof given to the Company by or on behalf of the said Trustees, the Company shall not, for the Space of Three Days, commence such Repairs, and proceed therein with all reasonable Expedition until the same shall be completed, it shall be lawful for the said Trustees to proceed to repair and make good the same, causing as little Obstruction to the said Railway in the Progress of such Repairs as may be; and all the Costs, Charges, and Expenses incurred by the said Trustees shall be paid on Demand by the Company, or, on Failure of Payment for Twenty-one Days after such Demand,

If the Com-
pany fail to
keep Works
in repair,
the Trustees
may repair
the same
after Three
Days Notice.

[Local.]

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the

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the same may be recovered from the Company, with full Costs of Suit, by Action in any of Her Majesty's Courts of Record at *Westminster*.

Alterations may be made in the Works, with the Consent of the Trustees of the Roads.

CXXI. That it shall be lawful for the said Trustees and the Company to agree with each other for the carrying of the said Railway over the said Road 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, Matters, and Things 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 herein-before required to be done by them as shall be by the said Agreement expressly dispensed with by the said Trustees.

Saving Rights of the Commissioners of Sewers.

CXXII. That, notwithstanding this Act, or anything contained in it, or in any Act incorporated therewith, any Work shall not be done which in any way interferes with any Sewers, Drains, or Watercourses under the Control of the Metropolitan Commissioners of Sewers; and any new Sewers, Drains, or Watercourses, or Works of Drainage, shall not be made or done under the Powers of this Act, unless the same be previously approved by those Commissioners, and the same shall be carried on and completed under the Direction and Control of those Commissioners, and their Officers; and all Sewers, Drains, Watercourses, and Works of Drainage made under this Act shall be and remain subject in all respects to the Jurisdiction of those Commissioners; and whenever any Works of the Company would intersect or interfere with any Sewer, Drain, or Watercourse under the Control of those Commissioners, the Company shall, before any such Works be made, construct such proper Sewers or Works of Drainage, and also comply with such Orders and Regulations, as those Commissioners of Sewers make to guard against Injury to the Drainage of the District; and this Act, or anything therein contained, shall not take away, lessen, prejudice or affect any of the Rights, Powers, Jurisdictions, or Authorities of those Commissioners.

Railway and Branch to be subject to the Provisions of 1 & 2 Vict. c. 98. 3 & 4 Vict. c. 97. 5 & 6 Vict. c. 55. 7 & 8 Vict. c. 85. 9 & 10 Vict. c. 57. and 14 & 15 Vict. c. 64.

CXXIII. And whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament in relation*
to

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to Railways; and another Act was passed in the Tenth Year of the Reign of Her said Majesty, intituled *An Act for regulating the Gauge of Railways*; and another Act was passed in the Fifteenth Year of the Reign of Her said Majesty, intituled *An Act to repeal the Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railway or the Company from the Provisions of the said several Acts respectively.

CXXIV. That nothing herein contained shall be deemed or construed to exempt the Railway by this Act authorized to be made, or the Company, from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, or to the Conveyance of small Parcels by Railways, now in force, or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges authorized by this Act, or of the Rates for small Parcels.

Railway not exempt from Provisions of future General Acts.

CXXV. That all the Costs, Charges, and Expenses of and attending the passing of this Act, or incidental thereto, shall be paid by the Company.

Expenses of Act.

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