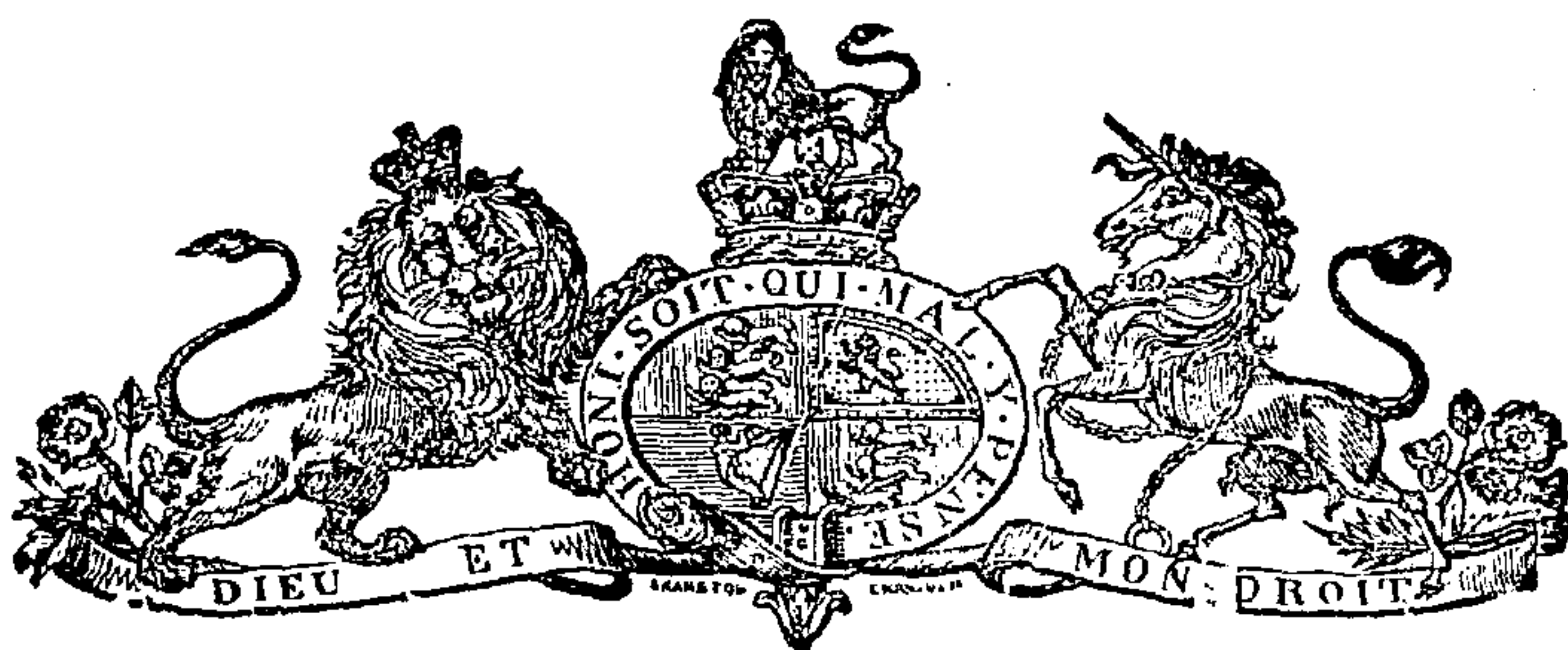




ANNO VICESIMO TERTIO & VICESIMO QUARTO

VICTORIÆ REGINÆ.

Cap. clxxiv.

An Act for the Transfer of the *Farnborough Extension Railway* to the *London, Chatham, and Dover Railway Company*, and for the Dissolution of the *West End of London and Crystal Palace Railway Company*; and for other Purposes.

[23d July 1860.]

WHEREAS by the "*West London and Crystal Palace Railway Act, 1853*," the *West End of London and Crystal Palace Railway Company* (herein-after called the Company) were incorporated, and empowered to make and maintain the Railways and Works herein-after mentioned; (that is to say,) firstly, a Railway commencing at a Point on the *London and South-western Railway* at or near its Junction with the *Windsor, Staines, and Richmond Railway* in the Parish of *Saint Mary, Battersea*, in the County of *Surrey*, and terminating in the *Crystal Palace Park* in the Hamlet of *Penge* in the said Parish of *Saint Mary, Battersea*; secondly, a Railway commencing from the Line firstly herein-before mentioned in the *Crystal Palace Park*, and terminating by Two Junctions with the *London, Brighton, and South Coast Railway* (herein-after called the *Brighton Railway*), One on either Side of such Railway, at or near the *Norwood Station* of the *Brighton Railway* in the Parish of *Saint John the Baptist, Croydon*, in

[Local.] 29 G the

16 & 17 Vict
c. clxxx.

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

the said County; and thirdly, a Railway commencing at a Point from the Line firstly herein-before mentioned near to the Point of Junction with the *London and South-western* Railway, and terminating near the South End of the Bridge across the River *Thames* leading from *Chelsea* to *Battersea Park*; and also a Wharf-and Landing Place near to or adjoining the South End of the Bridge aforesaid; and for the Purposes aforesaid to raise a Capital of Three hundred and sixty thousand Pounds, in Thirty-six thousand Shares of Ten Pounds each, and to borrow any

17 & 18 Vict. c. ccx. Sum not exceeding One hundred thousand Pounds: And whereas by the “*West London and Crystal Palace* Railway (Extension to *Farnborough*) Act, 1854,” the Company were empowered to make and maintain a Railway, commencing by a Junction with the Railway secondly herein-before described near the said *Norwood* Station in a Field numbered 15B on the amended deposited Plans referred to in the “*West London and Crystal Palace* Railway Act, 1853,” and terminating at *Farnborough* in the County of *Kent*, and to raise an additional Share Capital of Eighty thousand Pounds, and to borrow (in addition to the Sum which they were authorized to borrow under the Provisions of the first-mentioned Act) any Sum not exceeding Twenty-six thousand six hundred and sixty-

19 & 20 Vict. c. lxxxvii. six Pounds Thirteen Shillings and Fourpence: And whereas by the “*West London and Crystal Palace* Railway Act, 1856,” the Company were empowered to raise an additional Sum of One hundred and fifty thousand Pounds by the Creation of new Shares, or partly by Shares and partly by Mortgage or Bond, and from Time to Time to create and issue any new Shares thereby authorized, with a preferential Dividend not exceeding the Rate of Seven Pounds *per Cent. per Annum*, and by the same Act the Company were empowered to give to the Holders of the Shares in the Capital of the Company the Option of having such Shares converted into Half Shares, One of such Half Shares to be called “Deferred Half Share,” and the other to be called “Guaranteed Half Share,” and to fix the yearly Dividend to be paid on such guaranteed

20 & 21 Vict. c. cxliii. Half Share: And whereas by the “*West London and Crystal Palace* Railway Act, 1857,” the Company were authorized to sell their Undertaking or any Part thereof to the *London, Brighton, and South Coast* Railway Company, herein-after called the *Brighton* Company, and the last-mentioned Company were authorized to purchase the same, for such Consideration and on such Terms and Conditions as those Two Companies should mutually agree upon, and for the Purpose of such Purchase the *Brighton* Company were empowered to create Stock, either with or without Preference or Priority in Payment of Interest or Dividend, and in addition to the Amount authorized to be raised by any of the Acts relating to the last-mentioned Company then in full Force, for such Sum as should be necessary for such Purpose, not exceeding the Amount of Capital authorized to be raised for the Purposes of the Undertaking of the Company by Shares and the Amount authorized to be

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be raised by borrowing, and such Amounts were to be raised wholly by Stock, or partly by Stock and partly by borrowing on Mortgage or Bond, as therein mentioned; and by the same Act it was enacted, that from and after such Purchase the *West End of London and Crystal Palace Railway*, or such Part thereof as should be so purchased, should thenceforth be and become amalgamated with and form Part of the Undertaking belonging to or under the Control of the *Brighton Company*, and that from thenceforth all the Provisions, Directions, Penalties, Forfeitures, Payments, Exemptions, Remedies, Regulations, Rules, Clauses, Matters, and Things contained in the now-reciting Act, or in any other Act relating to the Railway and Works comprised in the Undertaking which should so become amalgamated with the *Brighton Company*, should, with reference to such Railway, Works, Matters, and Things as might have been made or done by the Company, be applied and applicable to the *Brighton Company*, their Officers, Agents, and Servants, in every respect as if the *Brighton Company* had been in every Case in such Acts named in lieu and stead of the Company: And whereas by the "*West London and Crystal Palace Railway Act, 1858*," the Company were empowered, for the Purposes of the said Act, to raise a further Capital of Seventy thousand Pounds by the Creation of Shares or Stock, but no Part of such Capital has been raised: And whereas by an Agreement bearing Date the 12th Day of *April* 1858, between the Company of the one Part, and the *East Kent Railway Company* (now called the *London, Chatham, and Dover Railway Company*) of the other Part, the *East Kent Railway Company* became entitled to run over, with their Engines and Carriages, the Lines of the Company between *Beckenham* and the Terminus on the South Bank of the River *Thames*, on the Terms and Conditions stated in the said Agreement: And whereas by the "*East Kent Railway (Western Extension) Act, 1858*," it was enacted, that the *East Kent Railway Company*, their Lessees and Assigns, Officers and Servants, might use and run over, with their Engines and Carriages of every Description belonging to or employed by them, for the Purposes of Traffic of all Kinds, the Lines of the said *Mid-Kent Railway (Bromley to Saint Mary's Cray)* Company and of the Company, and also all Stations, Sidings, Watering Places, Watering Engines, Turn-tables, Signals, Signal Posts, and other Engines and Machinery, Platforms, Booking and other Offices, Buildings, Approach Roads, and other Works, Conveniences, and Accommodations belonging to or connected with those Lines respectively, upon such Terms and Conditions, and subject to such Regulations, and upon Payment of such Tolls or other Consideration, as might have been or might be agreed upon between the Company and the Owners of such Railways respectively, or, in default of Agreement, as should be determined by Arbitration in manner therein-after provided, and the respective Owners for the Time being of those Lines should make and they were thereby required to make all Arrangements requisite for

21 & 22 Vict.
c. civ.

21 & 22 Vict.
c. cvii.

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22 & 23 Vict.
c. xcvi.

for such User, and for giving Effect to such Conditions and Regulations, and it was thereby provided that nothing therein contained should in any Manner affect or prejudice the said Agreement dated the Twelfth Day of April One thousand eight hundred and fifty-eight, between the *East Kent Railway Company* and the Company: And whereas by an Agreement bearing Date the 2nd Day of April 1859, between the Company of the one Part, and the said *London, Chatham, and Dover Railway Company* (then the *East Kent Railway Company*) of the other Part, it was, amongst other things, agreed, that the Company should sell, and that the said *London, Chatham, and Dover Railway Company* should purchase, at or for the Price of One hundred thousand and two hundred Pounds, the completed Portion of the Extension to *Farnborough* Line, herein-after called the Extension to *Bromley* Railway; and it was by the said Agreement further agreed, that the Company should provide or cause to be provided for the *London, Chatham, and Dover Railway Company* such Accommodation for Engines, Carriages, and Stores, as well as for Goods and Passenger Traffic, at the *Battersea* Station of the Company, as the said *London, Chatham, and Dover Railway Company* might require, the Extent and Nature of such Accommodation, and the Terms of Payment in respect thereof, to be agreed upon between the Two Companies, or, in the event of Difference, to be settled by Arbitration in manner therein-after mentioned: And whereas by the "*West London and Crystal Palace* (Extension of Time) Act, 1859," an Extension of Time was authorized for the Completion of a Portion of the Company's Railways and Works: And whereas the Company have completed the whole of the Railways and Works authorized by the "*West London and Crystal Palace* Railway Act, 1853," and at the Date of the lastly recited Agreement the Company had also completed so much of the Railway authorized by the "*West London and Crystal Palace* Railway (Extension to *Farnborough*) Act, 1854," as lies between the secondly herein-before described Railway and a certain Field numbered 155 on the deposited Plans of the said Extension Railway in the Parish of *Beckenham* in the County of *Kent*: And whereas for the Purposes aforesaid the Company have raised and expended such Capital Sums as are herein-after mentioned: And whereas the whole of the Thirty-six thousand Shares of Ten Pounds each authorized by the "*West London and Crystal Palace* Railway Act, 1853," and the whole of the Eight thousand Shares of Ten Pounds each authorized by the "*West London and Crystal Palace* Railway (Extension to *Farnborough*) Act, 1854," have been created and issued: And whereas the said Thirty-six thousand and Eight thousand Shares have been since converted into Half Shares of Five Pounds each, distinguished respectively as Class A., or Deferred Half Shares, and Class B., or Guaranteed Half Shares (such Guaranteed Half Shares being entitled to a preferential Dividend of Seven Pounds *per Cent. per Annum*), and when so converted the said

Thirty-

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Thirty-six thousand and Eight thousand Ten Pound Shares were represented by Forty-four thousand Class A. or Deferred Half Shares of Five Pounds each, representing a paid-up Capital of Two hundred and twenty thousand Pounds, and by Forty-four thousand Class B. or Guaranteed Half Shares of Five Pounds each, also representing a paid-up Capital of Two hundred and twenty thousand Pounds: And whereas at a General Meeting of the Company, duly convened and held for that Purpose on the 2nd Day of *February* 1857, the Company resolved, in exercise of the Powers in that Behalf in the "*West London and Crystal Palace Railway Act, 1856*," contained, to raise the Sum of One hundred and twelve thousand five hundred Pounds, Part of the said Capital of One hundred and fifty thousand Pounds authorized by the last-mentioned Act, by the Creation of Eleven thousand two hundred and fifty Shares of Ten Pounds each, and to attach to such Shares a preferential Dividend of Six Pounds *per Cent. per Annum*: And whereas certain of the said last-mentioned Shares were subsequently cancelled, and at the Date of the Indenture herein-after mentioned, bearing Date the 30th Day of *June* 1859, there were existing Five thousand six hundred and eighty-three of such Six Pounds *per Cent.* Shares, on which the aggregate Sum of Nineteen thousand and sixty-six Pounds had been paid up: And whereas, in further pursuance of the Powers vested in them as aforesaid, the Company have from Time to Time borrowed on Mortgage or Bond divers Sums of Money, and at the Date of the Indenture herein-after mentioned, bearing Date the 30th Day of *June* 1859, the Monies so borrowed and then outstanding amounted in the aggregate to the Sum of One hundred and sixty-three thousand three hundred and fifty Pounds: And whereas, in pursuance of the Powers in that Behalf contained in the "*West London and Crystal Palace Railway Act, 1857*," the Company have sold and the *Brighton* Company have purchased the whole of the Railways and Works of the Company (excepting only the Railway and Works authorized by the "*West London and Crystal Palace Railway (Extension to Farnborough) Act, 1854*"), upon the Terms and Conditions set forth in an Indenture dated the 30th Day of *June* 1859, and made between the Company of the one Part, and the *Brighton* Company of the other Part, and subject to the said Mortgage or Bond Debt of One hundred and sixty-three thousand three hundred and fifty Pounds, and to the several other Obligations and Liabilities of the Company mentioned or referred to in the said Indenture and the Schedules annexed thereto: And whereas the *Brighton* Company have been put into possession of the Railways and Works so purchased by them as aforesaid, and in part Performance of the said Contract on their Part has, in accordance with the Powers and Provisions of the "*West London and Crystal Palace Railway Act, 1857*," created the following Amounts of Stock in the Undertaking of the *Brighton* Company, with such Preference or Priority in Payment of Interest thereon as follows; (that is to say,) firstly,

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Two

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Two hundred and twenty thousand Pounds Stock, to bear Interest at the Rate of Seven Pounds *per Cent. per Annum* in perpetuity, secondly, Nineteen thousand and sixty-six Pounds Stock, to bear Interest at the Rate of Six Pounds *per Cent. per Annum* in perpetuity, thirdly, Two hundred and twenty thousand Pounds Stock, to bear Interest at the Rate of Four Pounds *per Cent. per Annum* from the 1st Day of *January* 1865, and thenceforth in perpetuity: And whereas, in further pursuance of the said Contract of the Thirtieth Day of *June* One thousand eight hundred and fifty-nine, the said Sum of Two hundred and twenty thousand Pounds Stock, firstly herein-before mentioned, has been issued to and accepted by the Holders of the said Forty-four thousand Class B. or Guaranteed Half Shares in the Company, and in exchange therefor, and the said Sum of Nineteen thousand and sixty-six Pounds Stock secondly herein-before mentioned has been issued to and accepted by the Holders of the said Five thousand six hundred and eighty-three Six Pounds *per Cent.* Preference Shares in the Company, and in exchange therefor, and the said Sum of Two hundred and twenty thousand Pounds Stock thirdly herein-before mentioned has been issued to and accepted by the Holders of the said Forty-four thousand Class A. or Deferred Half Shares in the Company, and in exchange therefor, and the several Certificates of Shares in the Company have been delivered up and cancelled: And whereas it is expedient that the said recited Agreement of the 2nd Day of *April* 1859 should be confirmed, and that all requisite Powers for carrying the same into effect should be conferred upon the Company and the *London, Chatham, and Dover Railway Company*: And whereas the Company and the *London, Chatham, and Dover Railway Company* have respectively paid up One Half of the Amount of Capital respectively authorized to be raised by means of Shares, and have respectively expended a Sum equal in Amount to the Half of such Capital respectively: And whereas it is expedient that the Company, after such Sale has been effected, should be dissolved: And whereas, under the herein-before recited Acts, the Period limited for the compulsory Purchase of Lands for the Portion remaining to be completed of the said Extension to *Farnborough Railway and Works* will expire on the Eighth Day of *August* One thousand eight hundred and sixty, and the Period limited for the Completion of that Portion of Railway and those Works will expire on the First Day of *January* One thousand eight hundred and sixty-one, unless the same be by Authority of Parliament further continued: And whereas in this Act, as introduced into Parliament, after reciting that in consequence of the Formation of other Railways in the County of *Kent* it was expedient that the Company should abandon the aforesaid Portion of the Extension to *Farnborough Railway*, Provision was made for the Abandonment thereof; but it having been deemed for the Advantage of the Public that the same should be completed, the *London, Chatham, and Dover Railway Company* are willing to undertake the same, if sufficient Time be

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be allowed and the requisite Powers for the Completion thereof be conferred upon them: And whereas the Objects aforesaid cannot be effected without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in the present Parliament assembled, and by the Authority of the same, as follows:

I. This Act may be cited for any Purpose as "*The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.*" Short Title.

II. Upon and from the passing of this Act, all the Powers, Authorities, Rights, and Privileges which, under the herein-before recited Acts and the Acts incorporated herewith, the Company had or was entitled to for executing the Portion now remaining to be completed of the said Extension to *Farnborough* Railway, and the Works connected therewith, and for the Purchase, taking, and Use of Lands for that Purpose, or otherwise in relation thereto, are hereby vested in the *London, Chatham, and Dover* Railway Company, in lieu of the Company, and may be held, exercised, and enjoyed by the *London, Chatham, and Dover* Railway Company as fully and effectually, but subject to the same Conditions, Restrictions, Duties, Agreements, and Obligations, (except as to the Periods for Purchase of Lands and Completion of Works,) as the same were or might have been held, exercised, or enjoyed by the Company before the passing of this Act, and the said Portion of Railway and Works shall be and be deemed Part of the Undertaking of the *London, Chatham, and Dover* Railway Company, and that Company may demand and take, upon and in respect of the said Portion of Railway, the same Tolls and Charges as if it were Part of their Western Extension Railway. Powers for Completion of Farnborough Extension vested in London, Chatham, and Dover Railway Company.

III. The Powers by "*The West London and Crystal Palace Railway (Extension to Farnborough) Act, 1854,*" and the Acts incorporated therewith, given to the Company for the compulsory Purchase or taking of Lands, may be exercised by the *London, Chatham, and Dover* Railway Company for the Purposes of the said Portion now uncompleted of the Extension to *Farnborough* Railway and Works, at any Time up to and including, but not after, the Eighth Day of *August* One thousand eight hundred and sixty-one, anything in the herein-before recited Acts limiting the Period for the Exercise of those Powers to the contrary notwithstanding. Powers for compulsory Purchases extended.

IV. The said Portion now uncompleted of the said Extension to *Farnborough* Railway and Works shall be completed by the *London, Chatham, and Dover* Railway Company by or before the Eighth Day of *August* Extending Time for Completion of Railway.

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August One thousand eight hundred and sixty-two, and on the Expiration of that Period the Powers by this Act or the herein-before recited Acts, or the Acts incorporated therewith, given for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

If Extension to Farnborough Railway, &c. not completed within Period limited, Payment of Dividends on ordinary Capital of last-mentioned Company to be suspended.

V. In case the said Portion now remaining to be completed of the Extension to *Farnborough* Railway and Works shall not be completed and opened for public Traffic within the Period named in this Act for the Completion thereof, then and from thenceforth it shall not be lawful for the *London, Chatham, and Dover* Railway Company, or the Directors thereof, to pay any Dividend to their Shareholders on the ordinary Stock or Share Capital of that Company until the uncompleted Portion of the said Extension to *Farnborough* Railway shall have been completed and opened for public Traffic. "

Power to Company to sell the Bromley Extension Railway to the London, Chatham, and Dover Company.

VI. The recited Agreement of the Second Day of *April* One thousand eight hundred and fifty-nine, between the Company and the *London, Chatham, and Dover* Railway Company, set forth in the First Schedule to this Act, shall be and the same is hereby confirmed, and those Companies are hereby authorized to carry the same into effect, subject to the Provisions of this Act; and in this Act the Term "Vendors" means the Company, and the Term "Purchasers" means the *London, Chatham, and Dover* Railway Company.

Form and Effect of Conveyance.

VII. The Conveyance or Assignment of the Extension to *Bromley* Railway may be in the Form in the Second Schedule to this Act annexed, or to the like Effect, with such Alterations therein or Additions thereto as the Circumstances of the Case and the Terms of the Purchase or Transfer may render necessary, and such Conveyance shall be duly stamped (for denoting the Payment of the full and proper Stamp Duty by Law payable in respect of the Purchase Money), and shall be under the Common Seals of the Vendors and Purchasers, and shall, when so executed, be effectual to vest the Extension to *Bromley* Railway, and all the Rights, Privileges, Powers, and Authorities of the Vendors therein, and all and every other the Lands, Tenements, and Hereditaments, Rights, Easements, and Appurtenances whatever, forming Part of and belonging thereto, absolutely in the Purchasers, and the Extension to *Bromley* Railway so conveyed shall thenceforth become and form Part of the Undertaking of the Purchasers, freed and discharged from the said Mortgage or Bond Debt of One hundred and sixty-three thousand three hundred and fifty Pounds, but subject to all other Liabilities affecting the said Extension to *Farnborough* Railway, and within Twenty-one Days after the executing of such Conveyance Notice thereof shall be inserted in the "*London Gazette*."

VIII. So

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

VIII. So soon as such Conveyance shall have been so executed and advertised, the Powers of the Vendors, so far as regards the Extension to *Bromley* Railway, previously vested in them, shall cease and determine, and all the Rights, Privileges, Powers, and Authorities conferred on or given to the Vendors by their existing Acts or any of them, or by any other Means in relation thereto, shall apply to and be vested in the Purchasers, and may lawfully be used, exercised, and enjoyed by them, or their Directors, or other Officers, Agents, or Servants, under the same Penalties, Provisions, and Restrictions as may be applicable to or imposed upon the Vendors, and the Corporate Seal of the Purchasers shall be used instead of the Seal of the Vendors, and shall have the same Force in every respect as though the Extension to *Bromley* Railway formed Part of the Undertaking of the Purchasers, and they had been originally authorized to carry the same into effect.

On Execution of Conveyance, &c., Powers of Vendors relating to Extension to *Bromley* Railway to cease.

IX. All Contracts, Covenants, Agreements, Conveyances, Leases, Mortgages, Bonds, and Securities which may have been made or entered into with, to, or in favour of, or by or for or obligatory upon the Vendors, in relation to the Extension to *Bromley* Railway or to the Extension to *Farnborough* Railway, previously to the Execution of such Conveyance, (except the Mortgages and Bonds for the said Sum of One hundred and sixty-three thousand three hundred and fifty Pounds,) shall from and after the Execution thereof be and remain as good, valid, and effectual, in favour of, against, and in reference to the Purchasers, and may be proceeded on and enforced in the same Manner, by or against the Purchasers, to all Intents and Purposes as if the Purchasers had been a Party to and executed the same, or had been named and referred to therein, instead of the Vendors.

Contracts not to be affected.

X. No Action, Suit, Prosecution, or other Proceeding whatsoever commenced previously to the Execution of such Conveyance, either by or against the Vendors, in relation to the Extension to *Bromley* Railway, shall abate or be discontinued or prejudicially affected by reason of the vesting of the Extension to *Bromley* Railway in the Purchasers, but shall continue and take effect in favour of or against the Purchasers in the same Manner in all respects as the same would or might have continued and taken effect in favour of or against the Vendors.

Actions, &c. not to abate.

XI. For the Purposes of this Act, the *London, Chatham, and Dover* Railway Company may raise, in addition to the Amount authorized to be raised by the Acts relating to that Company now in force, any Sums not exceeding in the whole One hundred and ninety thousand Pounds.

Purchasers may raise Money for the Purpose.

XII. The Amount to be raised for the Purposes aforesaid may be raised wholly by Stock, or partly by Stock and partly by borrowing on [Local.]

Purchase Money how to be raised.

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Mortgage: Provided always, that the Proportion to be raised by Mortgage shall not exceed One Third of the Amount to be raised by Stock, and no Part of the Money shall be raised by Mortgage until Stock to the Extent of Three Fourths of the total Sum hereby authorized to be raised shall have been subscribed for or taken, and One Half thereof paid up, and until the *London, Chatham, and Dover* Railway Company shall have proved to the Justice who is to certify, under the Provisions contained in the Fortieth Section of "The Companies Clauses Consolidation Act 1845," before he so certifies, that Stock to the Extent of Three Fourths of the total Sum by this Act authorized to be raised has been subscribed for or taken *bonâ fide*, and is held by such Subscribers or their Assigns, and for which such Subscribers or their Assigns are legally liable (of which Proof having been given the Certificate of such Justice under that Section shall be sufficient Evidence).

New Stock
to be dis-
tinguished.

XIII. All new Stock created by the *London, Chatham, and Dover* Railway Company under this Act shall, in the Books of that Company and in the Certificate issued for the same, be distinguished as "*Farnborough Extension Stock*."

Application
of divisible
Profits of
Farn-
borough
Extension.

XIV. The Profits of the said Extension to *Farnborough* Railway applicable to Dividend from Time to Time shall be applied, in the first place, in Payment of Dividend on the *Farnborough Extension Stock* until a Dividend of such Amount (not exceeding Six *per Centum per Annum*) as the *London, Chatham, and Dover* Railway Company at any Meeting shall attach to that Stock shall have been paid on the total Amount of that Stock from Time to Time created; and subject thereto, and also subject to any further Capital for the Purposes of the said Extension to *Farnborough* Railway which Parliament may hereafter sanction, the Residue of those Profits shall fall into and become Part of the general Profits of the *London, Chatham, and Dover* Railway Company.

Farn-
borough
Stock and
Securities
not to attach
on general
Profits.

XV. No Holder of any *Farnborough Extension Stock*, or of any Mortgage granted by the *London, Chatham, and Dover* Railway Company under this Act, shall in respect thereof have any Charge or Lien upon, or be entitled to any Interest, Dividend, or other Payment out of any Profits of the *London, Chatham, and Dover* Railway Company, except the Profits of the said Extension to *Farnborough* Railway; and no Holder of any Mortgage or Bond granted by the *London, Chatham, and Dover* Railway Company (except Mortgages granted under this Act and any other Act authorizing the raising of Money for the Purposes of the said Extension to *Farnborough* Railway) shall in respect thereof have any Charge or Lien upon or be entitled to Interest or other Payment out of the Profits of the said Extension to *Farnborough* Railway.

XVI. Subject

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

XVI. Subject to the Provisions of this Act, any Stock so created as aforesaid may be disposed of to such Persons, at such Times, and on such Conditions as the Directors of the *London, Chatham, and Dover* Railway Company think fit, and such Stock shall be transferable, and the Names of the Parties interested therein, and the Amounts held by them, shall be registered, in like Manner as Stock created under "The Companies Clauses Consolidation Act, 1845;" and any Instalments by which any Stock created under this Act may be made payable shall be recoverable as Calls are recoverable under that Act.

Disposition
and Transfer
of Stock.

XVII. All Monies raised under the Powers of this Act by the Creation of Stock or by borrowing on Mortgage shall be applied only to the Purposes of this Act.

Application
of Monies
raised under
Act.

XVIII. From and after such Conveyance, and Notice thereof as aforesaid, the Powers of the Company for the Construction, Maintenance, and Management of the Extension to *Bromley* Railway shall cease, and the Company shall continue to exist only for the Purpose of winding up their Affairs, and they shall accordingly proceed with all convenient Speed to collect and convert into Money all their Property and Effects, and shall in the first place pay and satisfy all their Debts and Liabilities, if any, not otherwise especially provided as herein mentioned, and after full Payment and Satisfaction thereof shall pay the Residue of such Money to the *London, Brighton, and South Coast* Railway Company; and for the Purposes aforesaid all the Powers of the Company shall continue in full Force and Effect, and when and so soon as the same shall have been fully accomplished the Company shall be dissolved and cease to exist: Provided always, that, as between the Company and the *Brighton* Company, nothing in this Act contained shall in anywise prejudice, alter, or affect the Rights and Interests of those Companies respectively under the said Transfer of the 30th Day of *June* 1859.

After Con-
veyance,
Crystal
Palace Rail-
way Com-
pany to be
dissolved.

XIX. Notwithstanding the Dissolution of the Company, everything before such Dissolution done or suffered shall be as valid as if such Dissolution had not happened, and such Dissolution and this Act respectively shall accordingly be subject and without Prejudice to everything so done or suffered, and to all Rights, Liabilities, Claims, and Demands, both present and future, which, if such Dissolution had not happened, and this Act had not been passed, would be incident to or consequent on any and every thing so done or suffered: Provided always, that the Generality of the preceding Provision shall not be affected by any of the other Clauses and Provisions of this Act.

All Acts
done by the
Company to
be valid not-
withstand-
ing Dissol-
ution of
Company.

XX. Notwithstanding the Sale and Dissolution by this Act authorized, the recited Agreement of the Twelfth Day of *April* One thousand eight hundred

Notwith-
standing
Sale, &c.,

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

recited
Agreement
to remain
in force.

hundred and fifty-eight shall remain in full Force and Effect with regard to the Remainder of the Railways constructed by the Company to which the Powers of Sale conferred by this Act do not apply.

Provisions
of Com-
pany's re-
cited Acts
not to be
affected with
respect to
maintaining
Extension to
Bromley
Railway.

XXI. Notwithstanding such Dissolution, all the Provisions of the existing Acts relating to the Company, with respect to maintaining the Extension to *Bromley* Railway, shall be of the like Force as if such Dissolution had not happened, and may be exercised, enforced, and enjoyed by and against the *London, Chatham, and Dover* Railway Company, and their Officers and Servants respectively, in as full and beneficial a Manner, to all Intents and Purposes, as the same respectively might have been exercised, enforced, and enjoyed by and against the Company and their Officers and Servants respectively if this Act had not been passed, and such Dissolution had not taken place.

Tolls and
maximum
Charges.

XXII. From and after such Sale, and Notice thereof as aforesaid, the Extension to *Bromley* Railway shall form Part of the Undertaking of the *London, Chatham, and Dover* Railway Company, and that Company may demand and receive upon and in respect of that Railway the same Tolls and Charges as they are entitled to receive upon and in respect of the *London, Chatham, and Dover* Railway, and as if the said Extension to *Bromley* Railway had been Part of the Railway authorized by the *London, Chatham, and Dover* Railway Acts.

Interest on
Calls not to
be paid out
of Capital.

XXIII. The Companies mentioned in this Act, or any of them, shall not, out of any Money by this Act or any other Act relating to any of such Companies authorized to be raised by Calls in respect of Shares or by the Exercise of any Power of borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the said Companies or any of them may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as may be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

Deposit for
future Bills
not to be
paid out of
Companies
Capital.

XXIV. The afore-mentioned Companies or any of them shall not, out of any Money by any Act relating to such Companies or any of them authorized to be raised, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being 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 any of such Companies to construct any other Railway, or to execute any other Work or Undertaking.

XXV. Nothing

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

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

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

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

Expenses of Act.

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

The FIRST SCHEDULE referred to in the foregoing Act.

ARTICLES of AGREEMENT made and entered into, the 2nd Day of April 1859, between the West End of London and Crystal Palace Railway Company, herein-after called the West End Company, of the First Part, and the East Kent Railway Company, herein-after called the East Kent Company, of the other Part.

WHEREAS the West End Company were authorized by the "West London and Crystal Palace Railway (Extension to Farnborough) Act, 1854," to make and maintain the Extension Line of Railway therein mentioned in the Lines and upon the Lands delineated on the Plans and described in the Books of Reference mentioned in the said Act, such Extension Line commencing by a Junction with the authorized Line of the West End Railway near its Junction with the Down Line of Rails of the London, Brighton, and South Coast Railway on the Eastern Side thereof near the Norwood Station in the Parish of St. John the Baptist, Croydon, in the County of Surrey, in a Field numbered 15^b on the amended deposited Plans referred to in the "West London and Crystal Palace Railway Act, 1853," and terminating at Farnborough in the County of Kent at or near the Junction of the Line from Farnborough to Worley Hole with the Turnpike Road from Farnborough to Seven Oaks: And whereas the Time limited by the said Act for the compulsory Purchase or taking of Lands was limited to Three Years from the passing thereof, and for the Execution of the Works thereby authorized to Four Years: And whereas during the Proceedings in Parliament for obtaining the said Acts certain Agreements were entered into between the said West End Company and John Cator for the Purchase of certain Land required for the Purpose of the said Line and Works, and under and by virtue thereof the said West End Company are liable to the Payment of a Rentcharge of Three hundred and seventy-five Pounds per Annum in respect of the Land taken for the Purpose of the Line and Works, and certain Terms and Conditions were also imposed on the said Company as to limiting the Number and Hours for the running of Trains upon certain Portions of the said authorized Line, and in case the said Company should fail to comply with the Terms and Conditions of such Agreement in relation to the running of Trains on Sundays they are liable to pay a certain Penalty of Two thousand Pounds per Annum, which is thereby imposed on the said Company, by reason of such Failure: And whereas by an Agreement dated the 1st of January 1857, made between the Mid Kent Railway Company of the one Part, and the West End Company of the other Part, the Station at Beckenham and certain Works therein mentioned or referred to in the said Agreement were to be constructed by and become the joint Property of the said Two Companies, for the Accommodation of Traffic passing over their respective Railways: And whereas by the "West London and Crystal Palace Railway Act, 1857," the Periods limited for the compulsory Purchase of Land and for the Completion of the said Railway and Works were repealed, and the Powers given to the Company for the compulsory Purchase of Land were extended for Twelve Months from the passing of the said Act,

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

Act, and for the Completion of the Railway and Works for Two Years from the passing of the said Act; and in case the Railways authorized to be constructed should not be completed and opened for public Traffic within the Period named in the Act now in recital, the West End Company were prohibited from paying any Dividend to their Shareholders on the ordinary or unguaranteed Capital of the Company until such Railway should have been completed and opened for public Traffic: And whereas the Works authorized by the said Act have been constructed between the Points mentioned therein as to the Commencement of the Line and the Field numbered 155 in the Parish of Beckenham on the Parliamentary Plans of the said Extension to Farnborough Railway: And whereas by the West London and Crystal Palace Railway Act, 1858, the Time limited for the compulsory Purchase of Land between the said Field numbered 155 in the said Parish of Beckenham and the authorized Terminus of the said Extension at Farnborough is extended for One Year from the passing of the said Act, and the Time limited for the Completion of the Railway and the Works was extended to the 1st January 1860; and in case the said Railway and Works should not be completed and opened for public Traffic within the Period named in the said Act, it is enacted that then and from thenceforth it should not be lawful for the Company or the Directors thereof to pay any Dividend on the ordinary or unguaranteed Capital of the Company until such Extension of the Railway and Works should have been completed and opened for public Traffic: And whereas the Time limited by the said last-mentioned Act for the compulsory Purchase of Land will expire on the 12th Day of July 1859, and for the Completion of the Works on the 1st Day of January 1860: And whereas a Bill is now pending in Parliament for the Purpose of obtaining a further Extension of Time for the compulsory Purchase of Land between the Points aforesaid, and also for executing the said Railway and Works: And whereas an Agreement bearing Date the 12th Day of April 1858 was made between the said West End Company by Samuel Beale, their Chairman, duly authorized on their Behalf, of the one Part, and the East Kent Company, by John George Baron Sondes, their Chairman, duly authorized on their Behalf, of the other Part, which provided that, subject to a certain Agreement, dated the 24th Day of February 1857, between the London, Brighton, and South Coast and the West End Railway Companies, the said East Kent Company should, for the Considerations therein mentioned, have the Right of running over and using, with their Engines and Carriages of every Description, the West End and Crystal Palace Railway, between Beckenham and the Terminus at Ranelagh Bridge, for the Period of Ten Years from the opening of the East Kent Company's proposed Line from Strood to St. Mary Cray, if sanctioned by Parliament in the then present Session, and renewable, if approved by the Board of Trade, for a Period of Ten Years; and by the said Agreement the West End Company are to provide such Accommodation as the East Kent Company may require for their Goods and Mineral Traffic at the Terminus at Ranelagh, on Payment by the East Kent Company of Seven Pounds per Cent. per Annum upon the Cost of the Land Sidings and Buildings so to be erected: And whereas the proposed Line from Strood to St. Mary Cray was sanctioned by Parliament in the said Session of 1858, and the said East Kent Company were by the said Act authorized to use and run over, with their Engines and Carriages, the Railways of the said West End Company, subject to the Terms and Conditions of the said Agreement of the 12th Day of April 1858: And whereas the East Kent Company have applied to and requested the said West End Company to sell to the said East Kent Company the Railway and Works authorized to be constructed by the said Act of 1854, and the said West End Company have consented and agreed thereto, subject to the said East Kent

The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860.

Kent Company undertaking the Obligations of the said West End Company for the Purchase of Land and Construction of Works between the Field No. 155 in the said Parish of Beckenham, the authorized Terminus of the said Extension to Farnborough Railway, within the Times limited by the said Act of 1858, or any Extension thereof which may be sanctioned by Parliament under the Bill now pending for that Purpose, and also all other Obligations and Liabilities of the said West End Company under the Agreements mentioned in the Schedule hereunder written: Now therefore these Presents witness, and it is hereby agreed by and between the Two Companies, Parties hereto, as follows; that is to say,

Art. I. The said West End Company hereby agree to sell, and the said East Kent Company hereby agree to purchase, at or for the Sum of One hundred thousand two hundred Pounds, the Portion of the Farnborough Extension Line and the Works constructed by the said West End Company from the Point of Commencement of the said Works authorized by the said Act of 1854 and the said Field No. 155 in the Parish of Beckenham.

Art. II. The said East Kent Company hereby agree to pay the said Purchase Money of One hundred thousand two hundred Pounds on or before the 1st Day of January 1864, and in the meantime to pay Interest thereon at the Rate of Four Pounds per Cent. per Annum, to commence from the 1st Day of January 1859, payable half-yearly on the 30th Day of June and the 31st Day of December in each Year: Provided that the said East Kent Company shall not be required to pay, as and when they shall become due, any half-yearly Payments of Interest which shall become payable prior to the Sanction of this Agreement by Parliament; but such half-yearly Payments shall nevertheless accrue and shall be paid by the said East Kent Company within Six Months after the Sanction of Parliament shall be obtained as aforesaid.

Art. III. Until the opening of the Western Extension Line of the East Kent Company for Traffic, the West End Company shall, if the East Kent Company desire it, and at the Cost of that Company, work that Portion of the said Farnborough Extension Line which is now open; but from and after the opening for Traffic of the said Western Extension Line the said East Kent Railway Company shall work the said Farnborough Extension Line.

Art. IV. From and after the 1st Day of January 1859 the said East Kent Company shall become entitled to the net Profits of that Portion of the Farnborough Extension Railway as is open for Traffic; and such Profits may be set off by the said East Kent Company against the Interest payable by them as aforesaid.

Art. V. The East Kent Company shall have the Right to inspect the Accounts of the Receipts and Expenditure of the West End Company in respect of the working of the said Line subsequent to the 1st January 1859, and so long as it shall be worked by the West End Company.

Art. VI. The said East Kent Company hereby agree to purchase the Lands between the said Field numbered 155 in the said Parish of Beckenham and the authorized Terminus of the said Extension of Farnborough Railway, under the Powers vested in and to be exercised by the said West End Company, and to execute the Works between the said Points within the respective Times limited for these Purposes under the said Act of 1858, or within such extended Time, if any, as may be sanctioned by Parliament for that Purpose by the Bill now pending. And the said East Kent Company hereby further agree to indemnify and save harmless the said West End Company from the Consequences of any Breach

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Breach or Nonperformance of the Provisions contained in the said Act of 1858, or to the Provisions which may be contained in any Act of the present Session, in relation to the said Farnborough Extension Railway and Works. And the West End Company hereby agree to allow the said East Kent Company to use the Name and Powers of the said West End Company for the Purpose of purchasing the said Lands, prior to the Sanction of this Agreement by Parliament, and the Transfer of the Powers of the said West End Company to the East Kent Company.

Art. VII. The said East Kent Company hereby agree to pay the said Rentcharge of Three hundred and seventy-five Pounds per Annum to the said John Cator, and also to save harmless and keep indemnified the said West End Company in respect of the said Rentcharge of Two thousand Pounds per Annum in the Events provided by the said Agreement with the said John Cator.

Art. VIII. The said Companies Parties hereto will jointly apply or concur in an Application to Parliament in the next Session, or the Session of 1860, for the Purpose of authorizing the aforesaid Sale and Purchase, and for vesting the aforesaid Farnborough Extension and Works and the Lands between the said Field numbered 155 in the Parish of Beckenham and the Terminus thereof at Farnborough, or the Powers for the Purchase of such Lands in the East Kent Company; and in case the said Application to Parliament is not successful in the next Session or the Session of 1860, the said Parties hereto will either jointly apply for or concur in further Applications to Parliament in the Two subsequent Sessions for the Purposes aforesaid.

Art. IX. The Costs and Expenses of the Parties hereto of and attending the said Application to Parliament are to be borne and paid by the said East Kent Company and the West End Company in equal Moieties.

Art. X. In the event of Parliament refusing to sanction the aforesaid Sale to the East Kent Company, the said East Kent Company will consent to the aforesaid Railway and Works and the aforesaid Land being transferred to or vested in such other Company as the said West End Company may agree to sell or transfer the said Railway and Works and Lands to.

Art. XI. The said West End Company shall provide or cause to be provided for the East Kent Company such Accommodation for Engines, Carriages, and Stores, as well as for Goods, Mineral, and Passenger Traffic, at the Battersea Station of the West End Company, as the said East Kent Company may require, the Extent and Nature of such Accommodation, and the Terms of Payment in respect thereof, to be agreed upon between the Two Companies, or, in the event of Difference, to be settled by Arbitration in manner herein-after mentioned.

Art. XII. If any Dispute or Difference shall arise between the said Companies as to any of the Provisions of this Agreement, or the carrying out of the same, or any Matter or Thing herein contained, or as to the Extent or Nature of the Accommodation to be provided under Article XI., and the Payment to be made for such Accommodation, such Dispute or Difference shall be referred to Robert Stephenson, Esq., and his Determination and Award thereon shall be conclusive in the Matter so in dispute or difference; and in the event of the Death of the said Robert Stephenson, or his Refusal or Inability to act, then any such Dispute or Difference as aforesaid shall be referred to an Engineer to be appointed by the President for the Time being of the Institution of Civil Engineers to act in the Place or Stead of the said Robert Stephenson.

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Lastly.

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Lastly. The West End of London and Crystal Palace Railway Company do hereby, for themselves, their Successors and Assigns, covenant and agree with the said East Kent Railway Company, their Successors and Assigns, that the West End Company, their Successors or Assigns, shall and will do and perform all the Matters and Things herein-before contained and intended on their Part and Behalf to be done and performed. And the said East Kent Railway Company do hereby for themselves, their Successors and Assigns, covenant and agree with the West End of London and Crystal Palace Railway Company, their Successors and Assigns, that they the East Kent Company, their Successors or Assigns, shall and will do and perform all the Matters and Things herein-before contained and intended on their Part or Behalf to be done and performed. In witness whereof, to one Part of these Presents the said West End Company have set their Common Seal, and to the other Part thereof the said East Kent Company have set their Common Seal, the Day and Year first above written.

The SCHEDULE before referred to.

15th July 1854. Agreement of this Date herein-before referred to, between John Cator of the First Part, and the West End Company of the other Part.

1st January 1857. Agreement of this Date herein-before referred to, between the Mid Kent Railway Company of the one Part, and the West End Railway Company of the other Part.

23rd June 1857. Agreement of this Date, between the West End Company and the Mid Kent (Bromley to St. Mary's Cray) Company.

The SECOND SCHEDULE referred to in the foregoing Act.

FORM OF CONVEYANCE OF THE UNDERTAKING.

THIS Indenture, made the _____ Day of _____ in the Year _____ of our Lord _____ between the West End of London and Crystal Palace Railway Company of the one Part, and the London, Chatham, and Dover Railway Company of the other Part, witnesseth, that the West End of London and Crystal Palace Railway Company, in consideration of [*here insert the Sum to be paid*] and also in consideration of the

Covenants and Agreements herein-after contained, and on the Part of the London, Chatham, and Dover Railway Company to be performed, and by virtue of and in pursuance of "The West London and Crystal Palace Railway (Transfer of Farnborough Extension and Dissolution of Company) Act, 1860," do hereby convey all that Part of the Undertaking of the first-named Company called in that Act "The Extension to Bromley Railway," and all their Property, Powers, and Authorities relating thereto, unto the London, Chatham, and Dover Railway Company absolutely and for ever, but subject to all existing Liabilities affecting the same (except the Mortgage or Bond Debt of the West End of London and Crystal Palace Railway Company amounting to One hundred and sixty-three thousand three hundred and fifty Pounds), and subject also to the Provisions

*The West London and Crystal Palace Railway (Transfer of
Farnborough Extension and Dissolution of Company) Act, 1860.*

Provisions of the said Act and the Acts therein recited, or any of them; and the said London, Chatham, and Dover Railway Company do hereby accept and take the same, subject as aforesaid, and to the Provisions of the said Act and the Acts therein recited, or any of them.

[*Here insert any Covenants or Agreements necessary for carrying out the Arrangements.*]

In witness, &c.

LONDON:

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1860.

