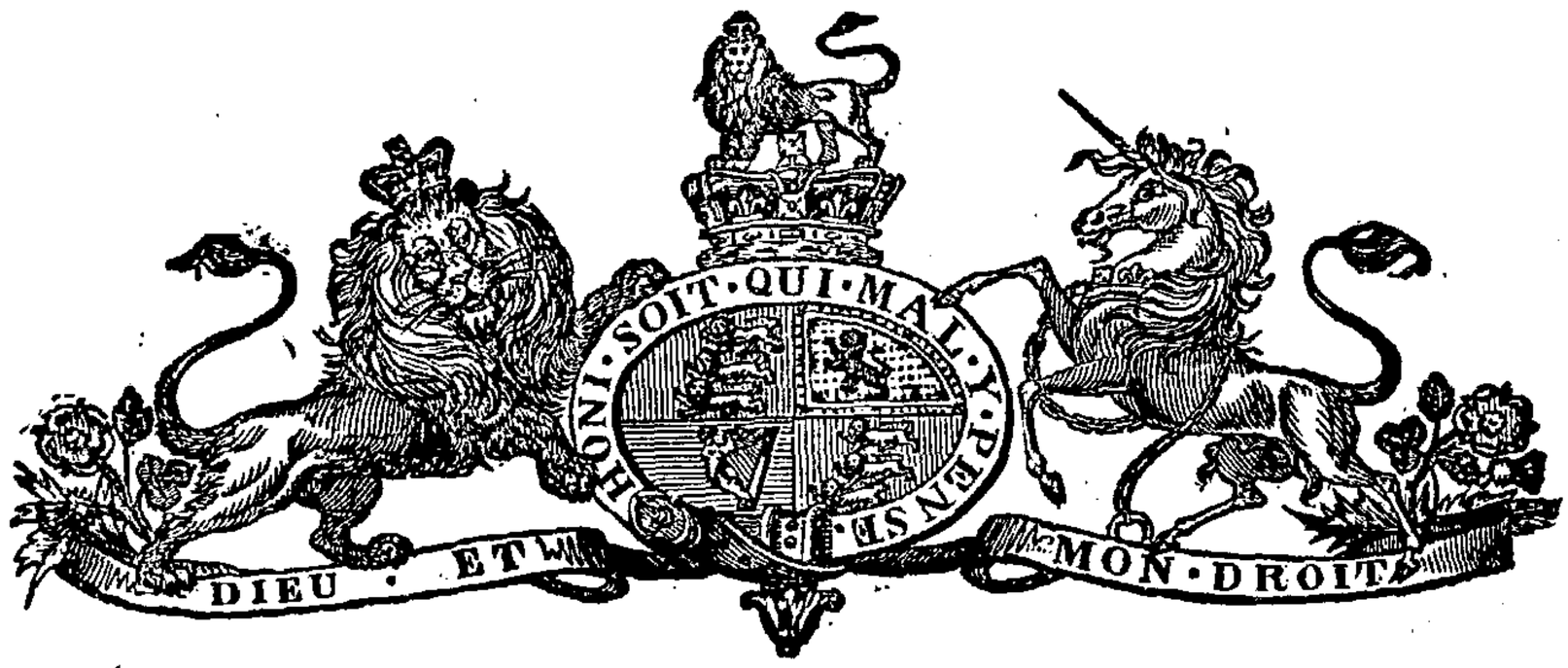

ANNO TRICESIMO & TRICESIMO PRIMO

VICTORIÆ REGINÆ.

* * *

Cap. cci.

An Act to extend the Time for the compulsory Purchase of Lands for and for the Completion of the *Wandsworth Bridge*, and to enable the *Wandsworth Bridge* Company to raise further Monies; and for other Purposes.

[15th *August* 1867.]

WHEREAS by "The *Wandsworth Bridge* Act, 1864," (in this Act called "the recited Act,") which received the Royal Assent on the 25th Day of *July* 1864, the *Wandsworth Bridge* Company (in this Act called "the Company") were incorporated, with Power to make and maintain the Bridge, Roads, and Works by that Act authorized: And whereas the recited Act limited the Periods for the compulsory Purchase of Lands and Houses to Three Years, and for the Completion of the Bridge, Roads, and Works thereby authorized to Five Years: And whereas it is expedient that those Periods be respectively extended: And whereas it is expedient that the Company should be empowered to raise further Monies for the Purposes of their Undertaking, and that further Powers should be conferred upon them with respect to the granting of Leases of Land to be acquired by them for the Purposes of the

recited Act: 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 this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *Wandsworth Bridge* Act, 1867."

Part II. of 26 & 27 Vict. c. 92. incorporated.

2. Part II. (relating to Extensions of Time) of "The Railways Clauses Act, 1863," is incorporated with and forms Part of this Act.

Parts of 8 & 9 Vict. cc. 16. and 26 & 27 Vict. cc. 118. incorporated.

3. The following Clauses, Provisions, and Parts of "The Companies Clauses Consolidation Act, 1845," and of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act; (that is to say,)

Of "The Companies Clauses Consolidation Act, 1845," the Clauses and Provisions—

With respect to the Distribution of the Capital of the Company into Shares;

With respect to the Transfer or Transmission of Shares;

With respect to the Payment of Subscriptions, and the Means of enforcing the Payment of Calls;

With respect to the Forfeiture of Shares for the Nonpayment of Calls;

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

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

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

With respect to the Consolidation of Shares into Stock;

With respect to the General Meetings of the Company, and the Exercise of the Right of voting by the Shareholders;

With respect to the making of Dividends;

With respect to the giving of Notices; and

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

And of "The Companies Clauses Act, 1863,"—

Part I. (relating to the Cancellation and Surrender of Shares);

Part II. (relating to additional Capital); and

Part III. (relating to Debenture Stock).

Same Meanings to Words in

4. In this Act the several Words and Expressions to which Meanings are assigned by the Acts partially incorporated herewith shall

shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction.

incorporated Acts as in this Act.

5. The Powers of the Company for the compulsory Purchase of the Lands and Houses for the Purposes of the Bridge, Roads, and Works authorized by the recited Act may be exercised within Two Years but shall not be exercised after the Expiration of Two Years after the passing of this Act.

Extending Period for compulsory Purchases.

6. The Powers of the Company for the Construction of the Bridge, Roads, and Works authorized by the recited Act may be exercised within Three Years but shall not be exercised after the Expiration of Three Years from the passing of this Act, and that Period shall for all Purposes be deemed the Period limited by the recited Act for the Completion of the Bridge, Roads, and Works thereby authorized.

Extending Period for Completion of Works.

7. Whereas the Two Roads authorized by the said Act of 1864 to be constructed in the Parish of *Fulham* for the Purpose of communicating with the said Bridge will in part pass over and intersect the Lands of *William Terry* of *Peterborough House* in the said Parish, Esquire, Parts of which Lands are laid out and are occupied by him as the Gardens and Pleasure Grounds of *Peterborough House* aforesaid, and other Part thereof is occupied as Market Gardens, and is intended by the said *William Terry* to be let for building: Be it enacted, That it shall be lawful for the said *William Terry*, his Heirs and Assigns, to make and maintain such reasonable Communications as he or they may deem expedient between the Lands of the said *William Terry* and the said Roads or either of them, and to construct such Culverts and Drains as may be necessary for the Purpose of such Communications: Provided that if any Difference of Opinion shall arise between the Company and the said *William Terry*, his Heirs or Assigns, as to the Number or Position of such Communications, or as to the Reasonableness thereof, or as to the Culverts or Drains connected therewith, or as to the Consideration to be paid by the said *William Terry* for any Land which the Company shall have acquired under the Powers of this Act, every such Difference shall be referred to Two Arbitrators (One to be chosen by each Party), or their Umpire, in manner provided by "The Railways Clauses Consolidation Act, 1845," and the Decision of such Arbitrators or Umpire shall be final, and the Costs of the Arbitration shall be in their or his Discretion.

Protecting Peterborough House Estate.

8. The Company shall not, without the Consent in Writing of *William Terry* Esquire, his Heirs or Assigns, take any Land for or execute any Works in respect of the more westerly of the Two Roads

For Protection of Property of W. Terry, Esquire.

(C) authorized by the *Wandsworth Bridge* Act, 1864, to the Eastward of an imaginary straight Line drawn from a Point in the *King's Road*, 30 yards to the Eastward of the Junction of the last-mentioned Road with the *Peterborough Road*, to the Point where on the deposited Plans referred to in that Act the centre Line of the said authorized Road is shown as intended to cross the Road numbered on those Plans 10, in the Parish of *Fulham*.

Power to Company to raise additional Capital.

9. The Company may from Time to Time (in addition to the Capital which they are now authorized to raise) raise any further Sums, not exceeding in the whole Forty thousand Pounds, by the Creation and Issue of new Ordinary Shares or new Ordinary Stock, or, at the Option of the Company, by either of those Modes, but no Certificate shall be issued or Transfer registered of any such Stock until the Stock in respect of which the Certificate is issued or Transfer made is fully paid up.

Shares not to issue until One Fifth paid up.

10. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum, not being less than One Fifth of the Amount of such Share, shall have been paid in respect thereof.

Calls.

11. One Fifth of the Amount of any Share created under the Authority of this Act shall be the greatest Amount of a Call, and Three Months shall be the Interval between successive Calls, and Three Fourths of the Amount of a Share shall be the utmost aggregate Amount of the Calls made in any Year upon any such Share.

Power to divide Shares.

12. Subject to the Provisions of this Act, the Company, with the Authority of Three Fourths of the Votes of the Shareholders present, in person or by proxy, at a General Meeting of the Company specially convened for the Purpose, may from Time to Time divide any unissued Share in their Capital into Half Shares, of which one shall be called "Preferred Half Share," and the other shall be called "Deferred Half Share:" Provided always, that the Company shall not divide any Share under the Authority of this Act unless and until not less than Sixty *per Centum* upon such Share has been paid up, and upon every such Division Fifty *per Centum* upon the entire Share shall be carried to the Credit of the Deferred Half Share (being the whole Amount payable thereon), and the Residue to the Credit of the Preferred Half Share.

Dividends on Half Shares.

13. The Dividend which would from Time to Time be payable on any Deferred Share if the same had continued an entire Share shall be applied in Payment of Dividends on the Two Half Shares in manner following; (that is to say,) first, in Payment of Dividend after such Rate

Rate, not exceeding Six *per Centum per Annum*, as shall be determined at a General Meeting of the Company specially convened for the Purpose, on the Amount for the Time being paid up on the Preferred Half Share, and the Remainder, if any, in Payment of Dividend on the Deferred Half Share; and the Company shall not pay any greater Amount of Dividend on the Two Half Shares than would have from Time to Time been payable on the entire Share if the same had not been divided.

Dividend on Preferred Share to be paid out of the Profits of the Year only.

14. Each Preferred Half Share shall be entitled out of the Profits of each Year to the Dividend which may have been attached to it by the Company as aforesaid in priority to the Deferred Half Share bearing the same Number, but if in any Year ending the 31st Day of *December* there shall not be Profits available for the Payment of the full Amount of Dividend on any Preferred Half Share for that Year, no Part of the Deficiency shall be made good out of the Profits of any subsequent Year, or out of any other Funds of the Company.

Half Shares to be registered and Certificates issued.

15. Forthwith after the Creation of any Half Shares the same shall be registered by the Directors, and each Half Share shall bear the same Number as the Number of the entire Share Certificate in respect of which it was issued, and the Directors shall issue Certificates of the Half Shares accordingly, and shall cause an Entry to be made in the Register of the entire Shares of the Conversion thereof: Provided always, that the Directors shall not be bound to issue a Certificate of any Half Share until the Certificate of the existing Share be delivered to them to be cancelled, unless it be shown to their Satisfaction that the Certificate is destroyed or lost, and on any Certificate being so delivered up the Directors shall cancel it.

Terms of Issue to be stated in Certificates.

16. The Terms and Conditions on which any Preferred Half Share or Deferred Half Share created under this Act is issued shall be stated on the Certificate of each such Half Share.

Forfeiture of Preferred Shares.

17. The Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the Forfeiture of Shares for the Nonpayment of Calls, shall apply to all Preferred Half Shares to be created under the Authority of this Act, and every such Preferred Half Share shall be considered for that Purpose a whole Share distinct from the corresponding Deferred Half Share: Provided always, that until any forfeited Preferred Half Share shall be sold by Direction of the Company, all Dividends which would be payable thereon if the same had not been forfeited shall be applied in or towards Payment of any Expenses attending the Declaration of Forfeiture thereof, and of the Arrears of Calls for the Time being due thereon, with Interest.

Preferred Shares not to be cancelled or surrendered.

18. No Preferred Half Share created under the Authority of this Act shall be cancelled or be surrendered to the Company.

Half Shares to be Half Shares in Capital.

19. The several Half Shares under this Act shall be Half Shares in the Capital of the Company, and every Two Preferred or Deferred Half Shares held by the same Person shall confer such Right of voting at Meetings of the Company, and (subject to the Provisions herein-before contained) shall confer and have all such other Rights, Qualifications, Privileges, Liabilities, and Incidents, as attach and are incident to an entire Share.

Power to borrow on Mortgage.

20. The Company may from Time to Time (in addition to any Sums which they are now authorized to borrow), at any Time after the passing of this Act, borrow on Mortgage any Sums not exceeding in the whole Ten thousand Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of Forty thousand Pounds by this Act authorized to be raised is subscribed for, issued, and accepted, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the 40th Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the Capital has been issued and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of such separate Share has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their Assigns are legally liable for the same; and upon Production to such Justice of the Books of the Company, and of such other Evidence as he shall think sufficient, he shall grant a Certificate that the Proof aforesaid has been given, which Certificate shall be sufficient Evidence thereof.

Section 17 of recited Act as to Appointment of a Receiver repealed.

21. Section 17 of the recited Act (relating to the Appointment of a Receiver) is hereby repealed. The Mortgagees of the Company may enforce Payment of Arrears of Interest or Principal, or Principal and Interest, due on their Mortgages, by the Appointment of a Receiver; and in order to authorize the Appointment of a Receiver in respect of Principal, or Principal and Interest, the Amount owing to the Mortgagees by whom the Application for a Receiver is made shall not be less than One thousand Pounds in the whole.

Debenture Stock.

22. The Company may create and issue Debenture Stock.

23. All

23. All Monies to be borrowed on Mortgage under this Act or under the recited Act from the Time when the said Monies shall be advanced, and the Interest for the Time being due thereon, shall have Priority against the Company, and all the Property from Time to Time of the Company, over all other Claims on account of any Debts to be incurred or Engagements to be entered into by them: Provided always, that such Priority shall not prejudice or affect any Claim, Right, or Remedy against the Company or their Property in respect of any Rentcharge granted or to be granted by them in pursuance of the Provisions of "The Lands Clauses Consolidation Act, 1845," or "The Lands Clauses Consolidation Act Amendment Act, 1860," nor shall anything herein-before contained prejudice or affect any Claim or Lien in respect of any Land taken, used, or occupied by the Company for the Purpose of their authorized Bridge and Works, or injuriously affected by the Construction thereof.

Monies borrowed on Mortgage to have Priority.

24. All Monies raised under this Act, whether by Shares, Debenture Stock, or borrowing, shall be applied for the Purposes of this and the recited Act only.

Application of Monies.

25. As regards all Lands and Hereditaments which shall be purchased or otherwise acquired by the Company under the Provisions of this or the recited Act, and which shall not be wanted for the Purposes of the Bridge or of the Roadways or Footways of the Roads by the recited Act authorized, it shall be lawful for the Company, subject to the Provisions of this Act and the recited Act, and save and except as in this Act and the recited Act otherwise provided, when and as they shall think fit, to demise and lease such Ground and Hereditaments, or such Part thereof as they shall think expedient to let, on Building Leases, either together or in Parcels, to any Person or Persons who shall erect and build or covenant and agree to erect and build thereon, or on any Part or Parts thereof, Houses, Erections, and Buildings, for such Number of Years and under such Conditions as the Company may think fit, and either at a Rent or without any Rent, but so that in every such Demise or Lease there be contained a Covenant for Payment of the Rent, if any shall be thereby reserved, and also such other Covenants on the Part of the Tenant or Lessee therein to be named as the Company shall reasonably require, and also, if the Company so think fit, a Clause requiring the Tenant or Lessee, before commencing any permanent Erection or Building on any such Land, to submit Elevations of such Erection or Building to the Metropolitan Board of Works, and to obtain the Sanction and Approval of that Board thereto, and also a Clause in the Nature of a Condition of Re-entry on Nonpayment of the Rent (if any) thereby to be reserved, or on Non-

Company may grant Building Leases of Ground not wanted for Purposes of this Act;

Nonperformance of the Covenants therein to be contained on the Part of the Tenant or Lessee to be observed and performed, and that the Lessee or Lessees named in every such Lease shall execute a Counterpart thereof, and on Negotiation for any such Lease the Company may, if they think fit, accept and take any Fine for the granting thereof, and may enter into any Agreement for the granting any Lease or Leases on such Terms and Conditions as they may think fit, and on the granting of the Leases in pursuance of such Agreements may alter the Amount of the Rents agreed to be reserved in such Leases, and may apportion the same, and grant separate Leases of any Part of the Hereditaments by any such Agreement agreed to be leased, as they may think fit, and may also, as they think fit, alter or rescind any Agreement as aforesaid, and may accept any Surrender of any Lease granted for the Purpose of granting separate Leases of the same Premises at apportioned Rents, or under different Covenants, or otherwise in all respects as the Company shall think fit, and, further, any Part of the said Lands may be appropriated for open Places, or for Yards or Courts to be attached to any Houses to be leased, as the Company shall think fit.

and may make Agreements for Leases, and accept Surrenders of Leases, &c.

Power to Company to sell the Ground Rents and Reversions comprised in such Lease.

26. As soon as conveniently may be, and either before or after the Houses, Erections, and Buildings to be erected and built as lastly herein-before is mentioned, or any of them, shall be finished and completed, and either before or after such Leases as last aforesaid shall have been granted, the Company shall and they are hereby authorized and required to sell and dispose of the Ground Rents to be reserved by the Leases or Demises in pursuance or in consideration of which the same Houses or Buildings respectively shall have been erected and built, or shall be agreed to be erected and built, and also the Reversion and Inheritance in Fee Simple in possession (subject to any such Lease or Demise or Agreement) of the Pieces or Parcels of Ground thereby demised or agreed to be demised, and such Houses and other Buildings thereon, either altogether or in Parcels, by public Auction or private Contract, for such Prices or Sums of Money as the Company shall think fit, and subject to such Stipulations and Provisions as to the Enjoyment thereof, and as to the Nature of the Buildings which are to be at all Times erected and built thereon, and also subject to such Stipulations as to the Title to be produced to the Hereditaments to be sold, as the Company shall think fit; and as regards any Stipulations or Provisions which may be contained in any such Conveyance, the same may at all Times thereafter be enforced in a Court of Equity by the Company for the Benefit of the Parties entitled to the other Property adjoining, or held under the same Title, in such Manner in all respects as the Company may think fit; and the Company shall, at the Costs and Charges of the Purchaser

Purchaser of the same Premises respectively, upon Payment of the Sum or Sums of Money agreed to be given for the same respectively to the Company, convey and assure the Piece or Parcel of Ground so purchased by such Purchaser, together with the Houses, Erections, and Buildings then erected and built or to be erected and built thereon respectively, and the Fee Simple and Inheritance thereof, with the Appurtenances, to such Purchaser, his Heirs and Assigns, or as he or they shall in that Behalf direct, free from all Incumbrances, except the Building Lease or Leases, or Agreement or Agreements to be granted thereof by this Act; and all Conveyances and Leases which shall be made as aforesaid pursuant to the Authority hereby vested in the Company shall be adjudged sufficient to vest such Estate in the Purchaser or Lessee as shall have been agreed for, or shall be expressed or intended to be conveyed and granted by any such Conveyance or Lease.

Power to Company to sell any Ground which may not be wanted for the Purposes of this or the recited Act.

27. Save and except as in this Act otherwise provided, it shall be lawful for the Company to sell in manner and subject as aforesaid, and absolutely to grant and convey, any of the Lands which shall be purchased or otherwise acquired by the Company as aforesaid, and which shall not be wanted for the Purposes of this or the recited Act, and which they shall not think it expedient to let on Building Leases as aforesaid, subject nevertheless to such Stipulations and Conditions as they may think fit, and thereupon the same shall be conveyed and assured by the Company as they shall think fit.

Application of Monies arising from Sale of Lands or from Rents.

28. The Company shall apply all the Monies arising by any such Sale or Disposition respectively as aforesaid, after paying all Expenses incident to such Sales or Dispositions, and satisfying all lawful Demands to which the Lands, Rents, and Premises so respectively sold or disposed of shall be liable, and also apply all the Rents and Profits of the Lands and Premises to be acquired by the Company under the Provisions of this and the recited Act, in the first place, in or towards the Repayment of the Money for the Time being owing by the Company upon Mortgage, and, in the next place, in or towards the carrying the Purposes of this and the recited Act into execution; and it shall not be lawful for the Company to reborrow any Monies which have been repaid by them under the Provision in this Enactment contained.

Saving Rights of the Conservators of the River Thames.

29. 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 Conservators of the River *Thames*, or to prohibit, defeat, alter, or diminish any Power, Authority, or Jurisdiction which at the Time of passing of this Act the said Conservators did or might lawfully claim, use, or exercise; and the

several Provisions of the *Wandsworth Bridge* Act, 1864, in any way relating to the said Conservators, shall remain in as full Force and Effect as if this Act had not passed.

Expenses of Act.

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

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