



ANNO TRICESIMO PRIMO & TRICESIMO SECUNDO

VICTORIÆ REGINÆ.

Cap.1.

An Act for authorizing the *North and South Western Junction* Railway Company to make a Deviation or Alteration in their Main Line of Railway; to raise further Monies; and for other Purposes.

[25th June 1868.]

WHEREAS the *North and South Western Junction* Railway Company (in this Act called "the Company") are desirous and it is expedient that they be authorized to make and maintain a Deviation or Alteration in their Main Line of Railway in the Parish of *Acton* in the County of *Middlesex* as by this Act authorized: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of this Act, and for the general Purposes of their Undertaking: And whereas it is expedient that other Provisions be made with respect to the Company: And whereas it is expedient that the Memorandum of Agreement of the Third Day of *August* One thousand eight hundred and sixty-six between the *London and South-western* Railway Company and the Company, which is set forth in the Schedule to this Act annexed, be confirmed: And whereas Plans and Sections of the Deviation or Alteration by this Act authorized showing the Lines and Levels thereof, and Plans of the Lands to be taken for

[*Local.*]

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the

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the Purposes thereof, together with Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the Lands, have been deposited with the Clerk of the Peace for the County of *Middlesex*, and those Plans, Sections, and Books of Reference are in this Act referred to as "the deposited Plans, Sections, and Books of Reference:" And whereas the Objects of this Act cannot be attained without the Authority of Parliament: May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the Advice and Consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the Authority of the same, as follows; (that is to say,)

Short Title.

1. This Act may for all Purposes be cited as "*The North and South Western Junction Railway Act, 1868.*"

8 & 9 Vict.
cc. 16., 18.
& 20.,
13 & 24 Vict.
c. 106., and
26 & 27 Vict.
c. 92. & 118.
incorporated.

2. "The Lands Clauses Consolidation Act, 1845," "The Lands Clauses Consolidation Acts Amendment Act, 1860," "The Railways Clauses Consolidation Act, 1845," and Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," with respect to the following Matters, (that is to say,) the Distribution of the Capital of the Company into Shares; the Transfer or Transmission of Shares; the Payment of Subscriptions, and the Means of enforcing the Payment of Calls; the Forfeiture of Shares for Nonpayment of Calls; the Remedies of Creditors of the Company against the Shareholders; the borrowing of Money by the Company on Mortgage or Bond; the Conversion of borrowed Money into Capital; the Consolidation of Shares into Stock; and the Provision to be made for affording Access to the Special Act by all Parties interested; and Part I. (relating to Cancellation and Surrender of Shares), and Part II. (relating to additional Capital), and Part III. (relating to Debenture Stock) of "The Companies Clauses Act, 1863," are (except where expressly varied by this Act) incorporated with and form Part of this Act.

Interpre-
tation of
Terms.

3. The several Words and Expressions to which by the Acts wholly or partially incorporated herewith Meanings are assigned have in this Act the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression "the Company" means the *North and South Western Junction Railway Company*; and the Expression "Superior Courts," or "Court of competent Jurisdiction," or any other like Expression in this Act, or any Act wholly or partially incorporated herewith, shall be read and have Effect as if the Debt or Demand with respect to which the Expression is used were a common Simple Contract Debt, and not a Debt or Demand created by Statute.

4. Subject

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4. Subject to the Provisions of this Act, the Company may make and maintain in the Lines and according to the Levels shown on the deposited Plans and Sections the Deviation or Alteration hereinafter described, with all proper Sidings, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated upon the deposited Plans and described in the deposited Books of Reference as may be required for the Purpose. The Deviation or Alteration herein-before referred to and authorized by this Act is,—

Power to
make Works.

A Deviation or Alteration in the Main Line of the Company, Two Furlongs and Nine Chains in Length, to be wholly situate in the Parish of *Acton* in the County of *Middlesex*, and between a Point Six Furlongs and Seven Chains or thereabouts from the Termination of the Main Line and a Point One Mile One Furlong and Six Chains or thereabouts from such Termination: And the Deviation or Alteration shall with respect to Tolls, Rates, and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company, and the Company may demand and take in respect thereof a like Amount of Tolls, Fares, Rates, and Charges as by "The *North and South Western Junction Railway Act, 1854*," the Company are authorized to demand and take with respect to their other Railways.

5. The Company may from Time to Time raise for the Purposes of this Act, and for the general Purposes of their Undertaking, by the Creation of new Shares or new Stock, any additional Capital, whether ordinary or preferential, or both, not exceeding in the whole Fifteen thousand Pounds.

Power to
raise addi-
tional Capi-
tal by new
Shares or
Stock.

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

Shares not
to issue until
One Fifth
paid up.

7. Except as otherwise determined by the Meeting sanctioning the raising of the additional Capital by this Act authorized, all new Shares and Stock created under the Powers of this Act shall, in proportion to the aggregate nominal Value of the Shares or Stock held by the same Person at the same Time, confer the like Qualifications and Right of voting as original Shares or Stock of the same aggregate nominal Value would confer.

Qualification
of new
Share-
holders.

8. The Company may from Time to Time borrow on Mortgage for the Purposes of this Act any Sums not exceeding in the whole Five thousand Pounds, but no Part thereof shall be borrowed until the whole of the additional Capital of Fifteen thousand Pounds is subscribed

Power to
borrow on
Mortgage.

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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 Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of the additional Capital which the Company are by this Act authorized to raise by the Creation of new Shares or Stock has been subscribed for, issued, and accepted, and that One Half thereof has been paid up, and that not less than One Fifth Part of the Amount of each separate Share or Portion of Stock 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.

Repealing Provisions of former Acts with respect to Appointment of a Receiver.

9. Every Provision in any Act passed before the present Session of Parliament whereby the Company is authorized to raise Money by borrowing for the Purposes of their Undertaking with respect to the Appointment of a Receiver for enforcing Payment by the Company of Arrears of Principal Money, or Principal Money and Interest, shall be and the same is hereby repealed, but without Prejudice to any Appointment which may have been made, or to the Continuance of any Proceedings which may have been commenced, prior to the passing of this Act under any such Provision.

Arrears may be enforced by Appointment of a Receiver.

10. 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 Three thousand Pounds in the whole.

Former Mortgages to have Priority.

11. All Mortgages or Bonds granted or to be granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof, shall during the Continuance of such Mortgages and Bonds have Priority over any Mortgages to be granted by virtue of this Act.

Mortgages to rank equally.

12. No Mortgage to be created by the Company after the passing of this Act shall entitle the Proprietors or Holders thereof respectively to any Preference or Priority on account of Date or otherwise howsoever, but the same shall respectively rank *pari passu* one with the other.

13. The

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13. The Company may create and issue Debenture Stock. Debenture Stock.
14. All Monies raised under this Act, whether by Shares, Stock, Debenture Stock, or by borrowing, shall be applied for the Purposes of this Act and the general Purposes of the Company only, and the Company may apply to the Purposes of this Act any of the Monies which they now have in their Hands, or which they have Power to raise by Shares or Mortgage by virtue of any Acts relating to the Company, and which may not be required for the Purposes to which they are by any such Acts made specially applicable. Application of Monies raised under this Act.
15. The Powers of the Company for the compulsory Purchase of Lands for the Purposes of this Act shall not be exercised after the Expiration of Three Years from the passing of this Act. Powers for compulsory Purchases limited.
16. Notwithstanding anything in this Act contained, the Company shall from Time to Time be responsible for, and make good to the *Great Western* Railway Company, all Losses, Costs, Damages, and Expenses which may be occasioned to them, or to any of their Works or Property, or to the Traffic on the *Great Western* Railway, or to any Company or Persons using the same, or otherwise, by reason of the Failure of any of the intended Works, or of any Act or Omission of the Company or of any Persons in their Employ, or of their Contractors or otherwise, and the Company shall effectually indemnify and hold harmless the *Great Western* Railway Company from all Claims and Demands upon or against them, or either of them, by reason of such Failure, and of any such Act or Omission. Damages sustained by *Great Western* Company to be repaid.
17. The Company shall, at their own Expense, at all Times maintain the Bridge or Viaduct and other Works by which the Railway by this Act authorized shall be carried over the *Great Western* Railway in substantial Repair and good Order and Condition, to the reasonable Satisfaction in all respects of the Engineer for the Time being of the *Great Western* Railway Company. Maintenance of Works affecting the Railway of the *Great Western* Railway Company.
18. In maintaining the Railway by this Act authorized the Company shall not in any way obstruct or interfere with the Traffic passing along the *Great Western* Railway; and if by reason of any Works or Proceedings of the Company there shall be any Obstruction or Interference with the said *Great Western* Railway so as to impede or prevent the convenient Passage of Engines and Carriages along the same, the Company shall pay to the *Great Western* Railway Company the Sum of Twenty Pounds *per* Hour during which any such Obstruction or Interference shall continue. Not to interfere with Traffic on *Great Western* Railway.
19. The Company shall give and grant to the *Great Western* Railway Company all reasonable Facilities for the Construction, [Local.] 8 G Maintenance, Company to grant to the *Great*

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Western
Railway
Company
Facilities for
constructing
a Bridge
under their
Railway.

Maintenance, and Repair of a Bridge under the Railway of the Company in the Parish of *Acton* in the County of *Middlesex* at or near to the Points in that Parish marked respectively B C on the Plan signed in Duplicate by *Robert Mansel* and *James Grierson*, and dated the Sixteenth Day of *March* One thousand eight hundred and sixty-eight.

Saving Right
of Great
Western
Railway
Company.

20. Nothing in this Act contained shall extend to prejudice, diminish, alter, or take away any of the Rights, Privileges, or Powers of the *Great Western* Railway Company otherwise than is by this Act expressly provided.

Imposing
Penalty un-
less Line be
opened.

21. If the Company fail within the Period limited by this Act to complete the Deviation or Alteration authorized to be made by this Act, the Company shall be liable to a Penalty of Fifty Pounds a Day for every Day after the Expiration of the Period so limited until the said Deviation or Alteration is completed and opened for public Traffic, or until the Sum received in respect of such Penalty shall amount to Five *per Cent.* on the estimated Cost of the Works; and the said Penalty may be applied for by any Landowner or other Person claiming to be compensated in accordance with the Provisions of the next following Section of this Act, and in the same Manner as the Penalty provided in the Third Section of the Act Seventeen and Eighteen *Victoria*, Chapter Thirty-one, known as "The Railway and Canal Traffic Act, 1854;" and every Sum of Money recovered by way of such Penalty as aforesaid shall be paid under the Warrant or Order of such Court or Judge as is specified in the said Third Section of the Act Seventeen and Eighteen *Victoria*, Chapter Thirty-one, to an Account opened or to be opened in the Name and with the Privity of the Accountant General of the Court of Chancery in *England* in the Bank named in such Order, and shall not be paid thereout except as herein-after provided; but no Penalty shall accrue in respect of any Time during which it shall appear, by a Certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such Deviation or Alteration by unforeseen Accident or Circumstances beyond their Control; provided that Want of sufficient Funds shall not be held to be a Circumstance beyond their Control.

Providing
for Applica-
tion of
Deposit or
Penalty in
Compensa-
tion to Par-
ties injured.

22. Every Sum of Money so recovered by way of Penalty as aforesaid shall be applicable, and, after due Notice in the *London Gazette*, shall be applied, towards compensating any Landowners or other Persons whose Property may have been interfered with or otherwise rendered less valuable by the Commencement, Construction, or Abandonment of the said Deviation or Alteration, or any Portion thereof, or who may have been subjected to Injury or Loss
in

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in consequence of the compulsory Powers of taking Property conferred upon the Company by this Act, and for which Injury or Loss no Compensation or inadequate Compensation shall have been paid, and shall be distributed in Satisfaction of such Compensation as aforesaid in such Manner and in such Proportions as to the Court of Chancery in *England* may seem fit; and if no such Compensation shall be payable, or if a Portion of the Sum or Sums of Money so recovered by way of Penalty as aforesaid shall have been found sufficient to satisfy all just Claims in respect of such Compensation, then the said Sum or Sums of Money recovered by way of Penalty, or such Portion thereof as may not be required as aforesaid, shall be paid to or on the Application of the Company.

23. The Deviation or Alteration shall be completed within Three Years from the passing of this Act, and upon the Expiration of that Period the Powers by this Act granted to the Company 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.

Limiting
Time for
Completion
of Deviation.

24. And whereas the Company have from Time to Time purchased or acquired Lands, with or without Buildings thereon, adjoining or near to their Railway, but which are not immediately required for the Purposes of their Undertaking, and it is expedient that the Company should be relieved from the Obligation, under certain Circumstances, to sell the same as superfluous Lands: Therefore nothing in "The Lands Clauses Consolidation Act, 1845," or any Act relating to the Company with which that Act is incorporated, with respect to the Sale of superfluous Lands, shall, during the Period of Ten Years from the passing of this Act, be held to apply to any Lands, with or without any Building thereon, and the Appurtenances thereto, acquired by the Company, any Part of which is situate within Fifty Feet of the Company's Railway or of any Station thereon; and the Company may, during the said Period of Ten Years from the passing of this Act, continue to hold such Lands, Buildings, and Appurtenances, although not immediately required for the Purposes of their Undertaking; and all Sales of superfluous Lands already made by the Company shall be deemed to have been made within the Time allowed for the Disposal thereof respectively: Provided always, that nothing in this Section contained shall apply to any superfluous Lands (if any) which may adjoin Lands belonging to *William Thomas King Church, Richard John King Church, and Edmund Lewis Hooper*, or either of them.

As to Sale
of super-
fluous Lands
by Company.

25. The Company may abandon and discontinue so much of their existing Main Line as lies between the Commencement and Termination of the intended Deviation or Alteration as they think fit.

Company
may abandon
&c. Portions
of existing
Line.

26. The

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Memoran-
dum of
Agreement
in Schedule
hereto
confirmed.

26. The Memorandum of Agreement between the *London and South-western* Railway Company and the Company which is set forth in the Schedule to this Act annexed is by this Act confirmed and made binding on those Two Companies respectively, and full Effect may and shall be given thereto.

No Interest
or Dividend
to be paid
out of
Capital.

27. The Company shall not, 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 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 Company may pay 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 in "The Companies Clauses Consolidation Act, 1845," in that Behalf mentioned.

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

28. The Company shall not, out of any Money by this Act or any other Act authorized to be raised by the Company, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament from Time to Time 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 make any other Railway, or to execute any other Work or Undertaking.

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

29. Nothing in this Act contained shall exempt the Railways of the Company from the Provisions of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during this or any future Session of Parliament, nor from any future Revision and Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Rates for small Parcels, in respect of the Railways authorized by this or any other Act relating to the Company.

Expenses of
Act.

30. All the Costs, Charges, and Expenses of applying for, obtaining, and passing this Act, or preparatory or incidental thereto, shall be paid by the Company.

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The SCHEDULE referred to in the foregoing Act.

MEMORANDUM OF AGREEMENT entered into the 3rd day of August 1866 between the London and South-western Railway Company (herein-after called "the Company") by Frederick Clarke, their Secretary and Agent, of the one Part, and the North and South Western Junction Railway Company (herein-after called "the Junction Company") by Robert Stanley Mansel, their Secretary and Agent, of the other Part :

Whereas by "The South-western Railway Act, 1859," the Company were authorized to construct a Railway called "The Kew Curve," in the Parish of Ealing, commencing by a Junction with the Loop Line of the Windsor Railway, and terminating by a Junction with the North and South Western Junction Railway (in the said Act and herein-after called the Junction Railway) :

And whereas for the Purpose of making the Kew Curve it was found necessary to divert and alter so much of the Junction Railway as lies between the Points marked A and B in the Plan hereto annexed, and for the Purpose of making such Diversion of the Junction Railway the Company purchased of the Bishop of London and his Lessees the Land distinguished by the Colour Red on the said Plan, and containing One Acre and Four Perches or thereabouts, and the Company have constructed thereon a double Line of Railway upon a centre Line as shown by a Red Line upon the said Plan: Now it is hereby agreed by and between the said Parties as follows ; (that is to say,)

Article 1. The Company shall, in consideration of the Conveyance to be made to them according to Article 2, convey to the Junction Company the Land coloured Red on the said Plan, containing One Acre and Four Perches or thereabouts, together with the Railway constructed thereon, to the end that the same may become an integral Part of the Junction Railway. The Deed of Conveyance to contain all necessary Clauses for preserving to the Company and to the London and North-western Railway Company all such and

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the

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the same or the like Rights and Privileges in respect of the deviated Line as they are entitled to in respect of the existing Junction Railway. The Company shall deliver to the Junction Company an Abstract of the Conveyance of the said Lands from the Bishop of London to the Company, dated the 21st Day of January 1862, and shall covenant to produce such Conveyance to the Junction Company; but no Requisition shall be made upon such Conveyance or other Title required to the said Land, but the Company shall give to the Junction Company Possession of the Land, and shall covenant for quiet Enjoyment.

Article 2. The Junction Company shall, in consideration of the Conveyance to be made to them according to Article 1, convey to the Company the Land coloured Blue on the said Plan, and containing Two Roods and Twenty-two Perches or thereabouts, with that Part of the existing Junction Railway now lying and being thereon between the Points B and C, so that the same may become and be the Property of the Company.

Article 3. The Junction Company shall grant to the Company an Easement over or Right of using in perpetuity the Land coloured Yellow on the said Plan for the Purpose of making, maintaining, and working the Kew Curve and the Junction thereof with the Junction Railway.

Article 4. The Junction Company shall deliver to the Company an Abstract of the Deeds of Conveyance of the said Lands coloured Blue and Yellow to the Junction Company, and shall covenant to produce such Conveyances to the Company, but no Requisition shall be made upon such Conveyances or other Title be required in respect of the said Land.

Article 5. The several Clauses in "The South-western Railway Act, 1859," relating to the Arrangements between the Company and the Junction Company, namely, the 26th, 27th, 28th, 29th, 30th, 31st, 32nd, and 33rd, except so far as the same or any of them have been repealed, varied, or modified by "The London and South-western, Kensington and Richmond, Railway Act, 1864," shall apply to the Curve as now proposed to be made and the Junctions thereof with the Junction Railway, and also to the proposed Deviation of the Main Line of the Junction Railway and the Land on which the same is intended to be made, and shown in the said Plan, in like Manner as if the said Curve now proposed to be made had been shown on the deposited Plan referred to in the said last-mentioned Act, and as if the Land coloured Red in the said Plan and the Railway thereon had been the original Land and Works of the

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the Junction Company. As witness the Hands of the Parties hereto, the Day and Year first above written.

Witness,

HENRY TAMAN,
Waterloo Station.

FREDERICK CLARKE.

Witness to the Signature of
Robert Stanley Mansel,

J. BALL,

Clerk to Henry Toogood,

16, Parliament Street,

Westminster.

ROB. S. MANSEL.

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