



ANNO VICESIMO QUINTO & VICESIMO SEXTO

VICTORIÆ REGINÆ.



\*\*\*\*\*

*Cap. ccxxiv.*

An Act for a Lease of the Undertaking of the *Mid-Kent* Railway (*Bromley to Saint Mary's Cray*) Company to the *London, Chatham, and Dover* Railway Company; and for other Purposes.

[7th August 1862.]

**W**HEREAS by "The *East Kent* Railway Act, 1853," a Com- 16 & 17 Vict.  
pany was incorporated by the Name of the *East Kent* Railway c. cxxxii.  
Company, but now by virtue of "The *London, Chatham, and*  
*Dover* Railway Act, 1859," styled "The *London, Chatham, and Dover*  
Railway Company," and herein-after referred to as "the Company;"  
And whereas by "The *Mid-Kent* Railway (*Bromley to St. Mary's Cray*) 19 & 20 Vict.  
Act, 1856," the *Mid-Kent* Railway (*Bromley to St. Mary Cray*) Com- c. cxxv.  
pany, herein-after referred to as "the *Crays* Company," were incor-  
porated: And whereas by "The *London, Chatham, and Dover* Railway 24 & 25 Vict.  
(Works) Act, 1861," (Section Sixty-three), the Company were authorized c. cxl.  
to make (amongst other Works) a Railway called "the *Bickley Junction*," but it was by that Act enacted that the Company should not open  
or use the *Bickley Junction* Railway, unless they should in the next  
Session of Parliament introduce and effectually prosecute a Bill for  
leasing for Nine hundred and ninety-nine Years the Undertaking of the  
*Crays* Company, as from the Date of the passing of such Bill into a Law,  
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at a Rent that should amount to the Interest payable by the *Crays* Company on their Loan Debt of Twenty-three thousand Pounds, and to Four *per Centum per Annum* on Sixty-one thousand five hundred and fifty Pounds, in respect of their Share Capital (with all Powers, Rights, and Privileges of the last-mentioned Company in relation to such Undertaking, and subject only to the Obligations and Liabilities which on the First Day of that Year were legally affecting the said Undertaking, under the Authority of the Act incorporating the *Crays* Company), but without being liable for any pecuniary Obligation affecting or capable of affecting the said Undertaking : And whereas it is expedient that the Undertaking of the *Crays* Company be leased to the Company from the Period herein-after mentioned : And whereas it is expedient that the *Crays* Company be authorized to make, and that the Company be authorized to take, a Transfer of the Undertaking of the *Crays* Company : 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 :

Short Title.      1. This Act may be cited for all Purposes as "*Mid-Kent Railway (Bromley to St. Mary's Cray) Leasing and Transfer Act, 1862.*"

Certain  
Provisions of  
8 & 9 Vict.  
c. 16. in-  
corporated.

2. The Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," 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 Nonpayment of Calls ; with respect to the Remedies of Creditors of the Company against the Shareholders ; with respect to the borrowing of Money by the Company on Mortgage or Bond ; with respect to the Conversion of the borrowed Money into Capital ; with respect to the Consolidation of the Shares into Stock ; with respect to the making of Dividends, and with respect to Access to the Special Act, shall be incorporated with this Act, and shall in all Particulars not otherwise provided for by or under the Powers of this Act, respectively apply to all Shares and Stock created under the Powers of this Act by the Company ; and in those Clauses and Provisions the Expression "the Undertaking" shall mean the general Undertaking of the Company as defined in this Act.

Interpreta-  
tion of  
Terms.

3. In construing this Act, and in connexion with this Act the incorporated Clauses of other Acts, the following Words and Expressions shall, unless the Subject or Context be repugnant to or inconsistent with such Construction, have the respective Meanings herein-after assigned to them ; (that is to say,)

The



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The Expression "the Special Act" shall mean this Act :

The Expression "the Company" and the Expression "the Promoters of the Undertaking" respectively shall mean the *London, Chatham, and Dover* Railway Company :

The Word "Share" shall include Stock :

The Expression "the general Undertaking" shall mean the Undertaking of the Company as authorized by the *East Kent* Railway Act, 1853, the *East Kent* Railway (Extension to *Dover*) Act, 1855, and the *East Kent* Railway (Western Extension) Act, 1858, and shall include the Railways, Works, and Lands by the *London, Chatham, and Dover* Railway (Works) Act, 1861, declared Part of their general Undertaking :

The Expression "the general Profits of the Company" shall mean all the Profits applicable to Dividend of the general Undertaking (except the Common Fund, as defined by the *London, Chatham, and Dover* Railway (Additional Powers) Act, 1862), and so much (and so much only) of all other Profits of the Company applicable to Dividend as is not from Time to Time applicable to Payment of Interest or Dividends on Capital authorized for any separate Undertaking of the Company, or to the Common Fund :

The Expression "Superior Courts" shall include any County or other Court having by Law Cognizance of the Action :

And all other Words and Expressions to which, by "The Companies Clauses Consolidation Act, 1845," Meanings are assigned, have in this Act and in the incorporated Clauses of that Act the respective Meanings so assigned to them, unless the Subject or Context be repugnant to or inconsistent with such Construction.

4. The *Crays* Company shall demise and lease to the Company the Undertaking, Works, and Conveniences, Lands, and other Property of the *Crays* Company (with all Powers, Rights, and Privileges of that Company in relation to such Undertaking), and the Company shall take and accept such Lease. Power to lease the Railway.

5. The Lease shall commence and take effect from the First Day of *September* in the Year One thousand eight hundred and sixty-three, and be for such Period, at such Rent, and on such Terms as are prescribed by "The *London, Chatham, and Dover* Railway (Works) Act, 1861 : " Provided always, that in all Cases where the Provisions to be contained in the Lease are not prescribed or not fully prescribed by that Act or this Act, and the Company and the *Crays* Company differ as to the Provisions to be inserted in the Lease, and also in all Cases where any Question arises between the Two Companies as to the Construction of "The *London, Chatham, and Dover* Railway (Works) Act, 1861," with respect to the Lease, the Provisions to be inserted therein shall be settled by Contents of Lease.

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by a Barrister-at-Law to be named by the Recorder for the Time being of the City of *London* on the Application of either Company, and the Costs of the Reference and of such Settlement shall be in the Discretion of the Referee.

Undertaking  
vested in  
Lessees ac-  
cordingly.

6. Upon and from the First Day of *September* in the Year One thousand eight hundred and sixty-three, the Undertaking, Works, and Conveniences, Lands, and other Property of the *Crays* Company, with all Powers, Rights, and Privileges of that Company in relation to such Undertaking, shall be and are hereby vested in the Company, and the Company may and shall possess and enjoy the said Undertaking, Works, and Conveniences, Lands, Property, Powers, Rights, and Privileges, and receive the Income and Profits therefrom accordingly.

Lessees may  
work and  
manage Rail-  
way and  
take Tolls.

7. During the Lease the Company may maintain, use, work, regulate, and manage the Railway, and other the demised Property, and the Traffic thereon, and may demand and take Tolls, Rates, and Charges for the Use of the said Railway, and for the Passage and Conveyance of Traffic thereon, and for Services performed with respect to such Traffic and otherwise, and may (in accordance with the Provisions of the Act incorporating the *Crays* Company and this Act) exercise and enjoy the demised Rights, Powers, and Privileges under and with the same Regulations, Restrictions, Penalties, and Immunities, and in like Manner in all respects as the *Crays* Company might do if in possession thereof.

Lease not to  
affect Third  
Parties.

8. Such Lease shall not in any Manner alter, affect, increase, or diminish any of the Tolls, Fares, Rates, Dues, or Charges which the Company and the *Crays* Company are respectively from Time to Time authorized to demand and take from any Person or any other Company; but all other Persons and Companies shall, notwithstanding such Lease, be entitled to the Use and Benefit of the Railway and Works so to be demised, on the same Terms and Conditions, and on Payment of the same Tolls, Fares, Rates, Dues, and Charges as if the Lease were not made and the Company had not entered into possession as aforesaid.

Rent not to  
be charged  
on separate  
Under-  
takings.

9. The Rent from Time to Time payable by the Company to the *Crays* Company shall not be a Charge upon any separate Undertaking of the Company, or be payable out of the Profits of any such separate Undertaking, except when and in so far as such Profits become Part of the general Profits of the Company.

*Crays* Com-  
pany may  
sell their  
Undertaking  
to the Com-  
pany.

10. The *Crays* Company (either before or after the making of the Lease under this Act) may sell and transfer, but only as from the First Day of *September* in the Year One thousand eight hundred and sixty-three, their Undertaking, Works, and Conveniences, Powers, Rights, and



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and Privileges to the Company, upon such Terms and Conditions, and for such Consideration, either in a gross Sum, or in Shares or Stock of the Company to be deemed paid up to such Extent as may be agreed upon, or by way of Annuity or Rentcharge, or wholly for any One of those Considerations, or for Two or more of those Considerations, as may be mutually agreed, and the Company may accept and take such Transfer accordingly.

11. At the Time agreed on for the Transfer taking effect, or if no Time be specified for that Purpose then upon and from the Transfer, the Undertaking, Works, and Conveniences, Powers, Rights, and Privileges aforesaid shall be by virtue of this Act and of the Transfer vested in the Company in perpetuity, and the Company may have, hold, use, exercise, and enjoy the same accordingly: Provided always, that every such Transfer shall be evidenced by a Deed of Transfer duly stamped, and in which the Consideration shall be fully and truly set forth.

Evidence  
and Effect of  
Transfer.

12. No such Transfer shall be of any Effect unless previously to the making thereof the Terms thereof shall have been sanctioned by Three Fourths at least of the Votes of the Shareholders of each Company being a Party thereto, present either personally or by Proxy, at an Extraordinary Meeting of such Company convened with Notice that such Terms will be submitted for the Sanction of such Meeting, and the Seal of any Company affixed to the Deed evidencing such Transfer shall, as between the Companies being Parties thereto, be conclusive, and as between both or either of those Companies and any other Person, be *prima facie* Evidence that the required Sanction of the Shareholders of the Company to whom such Seal originally belonged has been duly given.

Sanction of  
Shareholders  
to Transfers  
&c.

13. The Directors of the *Crays* Company and the Directors of the Company may, with such Sanction as aforesaid, enter into any Contracts or Agreements for effecting all or any of the Purposes of this Act with reference to such Transfer, or any Objects incidental to the Execution thereof, and every such Contract or Agreement may contain such Covenants, Clauses, Powers, Provisions, and Conditions as are mutually agreed upon between the Parties thereto.

Power to  
enter into  
Contracts.

14. From and after such Transfer all Debts then due on Mortgage or Bond from the *Crays* Company or charged or secured on the Undertaking transferred shall as between the said Companies and the Public be payable and paid by the Company, and until paid shall continue charged or secured exclusively on such Undertaking, and all other Debts then due, and all Rates, Tolls, Duties, and other Monies which immediately before the Transfer were due or payable, or which but for

Provision for  
Debts and  
Credits of  
selling Com-  
pany.

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the Transfer might thereafter become due or payable from or to the *Crays* Company shall then and thenceforth be due or payable from or to the Company, and shall and may be recovered from or by the Company by the same Ways and Means and subject to the same Restrictions and Regulations as in case the Transfer were not made the same might be recovered from or by the *Crays* Company.

Contracts,  
&c. to remain  
in force.

**15.** From and after any such Transfer all Contracts, Agreements, Conveyances, Covenants, Bonds, Obligations, Mortgages, Liabilities, and Securities theretofore made or entered into with, by, or on behalf of or in reference to the *Crays* Company shall, subject to the Provisions of this Act, be and remain as good, valid, and effectual in favour of, against, or with reference to the Company, and may be enforced, sued, and recovered upon against and by the Company as fully and effectually to all Intents and Purposes as if they instead of the *Crays* Company had originally been Party to and executed the same or had been named or referred to therein or privy thereto.

Actions, &c.  
not to abate.

**16.** Any Action, Suit, Prosecution, Indictment, or other Proceeding whatsoever commenced or instituted by, in favour of, or against the *Crays* Company previously to any such Transfer shall not abate or be discontinued or prejudicially affected by the Transfer, but shall continue and take effect and may be prosecuted and carried on by, in favour of, or against the Company as fully and effectually and in the same Manner in all respects as if the same had been originally instituted or commenced by or against the Company, and the Company had been named or referred to therein throughout instead of the *Crays* Company.

Present and  
future Rights  
and Liabili-  
ties under  
other Acts  
saved.

**17.** Provided always, That, except as in this Act otherwise provided, everything before any such Transfer done and suffered respectively shall be as valid and effectual as if this Act were not passed and such Transfer had not been made, and every such Transfer and this Act respectively shall accordingly be subject and without Prejudice to everything so done and suffered respectively, and to all Rights, Liabilities, Claims, and Demands, both present and future, which if such Transfer had not been made and this Act were not passed would be incident to and consequent on any and every thing so done and suffered respectively, and with respect to all such Things so done and suffered respectively, and with respect to all such Rights, Liabilities, Claims, and Demands, the Company shall to all Intents and Purposes represent the *Crays* Company; provided also, that the Generality of this Enactment shall not be confined or restricted by any other of the Clauses and Provisions of this Act.

**18.** For



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18. For the Purposes of the Purchase of the Undertaking of the *Crays Company* the Company may apply the Corporate Funds of their general Undertaking, and may from Time to Time create and issue new Shares and Stock in their general Undertaking in One or more Classes, but not exceeding in aggregate Amount the aggregate Amount of the Capital of the *Crays Company*, and may create the new Shares of such Amounts as will allow the same to be conveniently apportioned or disposed of according to the Resolutions of any General Meeting of the Company.

Company  
may apply  
Funds and  
create  
Shares.

19. If after having created any new Shares the Company resolve not to issue the same or any Class or Part thereof, they may cancel the Shares to which such Resolution applies, and in lieu thereof may create and issue other new Shares not exceeding the aggregate Amount of the Shares so cancelled.

Unissued  
Shares may  
be cancelled.

20. Subject to the Provisions herein-after contained for the Protection of existing preferential Shares, the Company may from Time to Time, with the Sanction of Three Fifths of the Votes of the Shareholders, voting personally or by Proxy, at any Extraordinary Meeting convened with Notice of this Purpose, attach to the Shares or any Class of the Shares created under the Powers of this Act before the Issue thereof any perpetual, terminable, fixed, variable, contingent, or absolute Preference or Priority of Interest or Dividends not exceeding the Rate of Six *per Centum per Annum*, as to the Company shall seem fit, payable out of the general Profits of the Company.

Privileges  
may be  
attached to  
new Shares.

21. Provided always, That the Company may, if they think fit, create and issue in preferred Half Shares and deferred Half Shares, and after the Issue thereof may, with the Consent of the registered Holders thereof, divide into preferred Half Shares and deferred Half Shares, in accordance with the Provisions of the Acts now in force relating to the Company, all or any Part of the Capital which they are by this Act authorized to raise.

Half Shares  
may be  
created.

22. Any Preference or Priority in the Payment of Interest or Dividend which may be granted by the Company, in pursuance of this Act, on any Shares created under the Powers of this Act, or on any Stock substituted for such Shares, shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any other Shares or Stock payable out of the same Profits, which may have been granted by the Company by or in pursuance of, or which may have been confirmed by, any Act of Parliament passed prior to the passing of this Act, or which may otherwise be lawfully subsisting.

Saving  
existing  
Preference  
Shares.

23. The

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Defining  
Profits ap-  
plicable to  
preferential  
Dividends.

**23.** The new Shares and Stock created by the Company under the Powers of this Act shall be entitled to the preferential Dividend, if any, which may have been attached to them by the Company as aforesaid out of the Profits of the Company in each Year applicable to Dividend thereon according to the Provisions of this Act; but if in any Year ending the Thirty-first Day of *December* there shall not be Profits of the Company so applicable to Dividend thereon available for the Payment of the full Amount of such preferential Dividend 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.

Limitation of  
Dividend to  
be stated on  
Certificates.

**24.** The Limitation of Dividend imposed by the last preceding Section of this Act shall be stated upon the Certificates of all Shares and Half Shares to which the same applies.

Disposition  
of new  
Shares.

**25.** All new Shares created under the Powers of this Act may be disposed of in such Manner, and to such Persons, and on such Conditions as the Company think fit.

Limit of  
Amount and  
Number of  
Calls.

**26.** The Amount of any One Call to be made upon the Proprietor of any new Share created under the Powers of this Act shall not exceed One Fifth of the total Amount of the Share, and there shall be an Interval of Two Calendar Months at least between every Two successive Calls, and not more than Three Fourths of a Share shall be called up in any One Year: Provided always, that all Shares and Stock appropriated in exchange for Shares or Stock in the *Crays* Company shall be deemed fully paid up.

Qualifica-  
tions of new  
Share-  
holders.

**27.** All new Shares and Stock created under the Powers of this Act shall, in proportion to the aggregate Amount of such new Shares or Stock held by the same Person at the same Time, confer the like Qualifications and Rights of voting as original Shares in the Capital of the Company of the same aggregate nominal Value would confer.

Authorized  
Capital may  
be raised by  
Stock.

**28.** The Company may, if they think fit, raise by the Creation and Issue of Capital Stock (in lieu of the Creation and Issue of Shares) any Part of the Capital which they may be from Time to Time authorized to raise under the Powers of this Act, and may attach to such Stock or any Part thereof the like prior or preferential Interest, payable out of the same Profits, and other Rights and Privileges, and in like Manner, as they might have attached to the Shares in lieu of which such Stock may be created.

Stock to  
carry Pre-  
ferences of  
Shares.

**29.** All Capital Stock created or to be created by or under the Powers of this Act, by the Conversion or in lieu of the Creation of any Shares entitled to any preferential Dividend or Interest, shall bear and  
be



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be entitled to the same preferential Dividend or Interest, payable out of the same Profits, but subject to the same Limitations as the Shares for which such Stock is substituted would, if in existence, bear or be entitled to under the Provisions of this Act.

**30.** The Sections of "The Companies Clauses Consolidation Act, 1845," numbered 62, 63, and 64, relating to Shares consolidated or converted into Stock, shall (subject to the Provisions of this Act) apply to all Capital Stock created under the Powers of this Act, in the same Manner as if such Capital Stock were general Capital Stock formed by the Conversion or Consolidation of Capital under the Powers of that Act; and any Instalments by which any Stock created under the Powers of this Act may be made payable shall be recoverable as Calls are recoverable under that Act.

Application  
to such Stock  
of Part of  
8 & 9 Vict.  
c. 16.

**31.** For the Purpose of paying off any Mortgages or Bonds for the Time being charged exclusively on the Undertaking transferred to the Company under the Authority of this Act, the Company may from Time to Time borrow on Mortgage, on the Security of their general Undertaking and general Profits, and on the Security of the Undertaking so transferred, the Amount so to be paid off, and thenceforth the general Powers of reborrowing of the Company shall extend and be applicable to the Amount so borrowed: Provided always, that all Mortgages of the general Undertaking of the Company in force at the Time of such Transfer, and all Debenture Stock issued by them before such Transfer, and charged on their general Undertaking, shall have Priority over all Mortgages granted by virtue of this Section.

Company  
may borrow  
to pay off  
Mortgages  
and Bonds  
of Vendors.

**32.** Provided always, That the Company shall not by any such Means as aforesaid increase the Amount which may be owing by them at any One Time on Mortgage or Bond (including in that Amount any Debenture Stock into which they may have converted any Monies borrowed by them, and which may be for the Time being subsisting) beyond the Proportion of One Third of their then existing Capital in Shares and other Stock.

Mortgages  
not to exceed  
One Third  
of existing  
Share  
Capital.

**33.** All Monies raised under the Powers of this Act by Shares or borrowing shall be applied exclusively to the Purposes by this Act authorized.

Application  
of new  
Shares, &c.

**34.** The Directors of the *Crays* Company shall stand possessed of any Shares, Stock, and Money received in respect of any such Transfer, whether in gross or by way of Annuity or Rentcharge, and of all other Monies which at the Time of the Payment of such Money are in their Hands or Power or under their Control, and also of all other Monies thereafter coming to their Hands on account of or for the Benefit of the

Application  
of Compen-  
sation for  
Transfer and  
other Monies  
by Company.

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*Crays* Company upon Trust (after paying or providing for all Debts, Liabilities, and Engagements, if any, of that Company then outstanding, and to which as between the Two Companies the Company shall not be liable,) to divide all such Shares, Stock, and Monies between or among the several Persons who at the Time of the Payment of such Monies respectively shall be the registered Proprietors of the *Crays* Company, and their respective Executors, Administrators, and Assigns, in proportion to the Amount of their respective Shares therein.

Receipt to be  
sufficient  
Discharge.

**35.** A Receipt in Writing under the Hands of any Three of the Directors for the Time being, or under the Common Seal of the *Crays* Company, for any Monies payable to that Company in respect of any such Transfer, shall be an effectual Discharge to the Company for the Money therein expressed to be received, and from all Liability, Claims, or Demands in respect thereto.

Proof of Pro-  
prietorship  
of Company.

**36.** The several Persons whose Names appear in the Books of the *Crays* Company as the Holders of Shares therein at the Time of any such Transfer shall, until the Directors of that Company receive Notice to the contrary, be considered to be the Persons entitled to participate in the Distribution of the Monies to be divided among the Proprietors in that Company under this Act.

Future  
Objects and  
eventual  
Dissolution  
of *Crays*  
Company.

**37.** From the First Day of *September* in the Year One thousand eight hundred and sixty-three until the making of the Transfer or the Expiration, Merger, or other Determination of the Lease (whichever shall first happen), the *Crays* Company shall exist only for the Purpose of receiving the Rent payable under the Lease, and distributing the same, and for the Registration of the Shares and Stock in their Capital, and of their Mortgages and Bonds; and upon and from the making of any such Transfer the *Crays* Company shall exist only for the Purpose of winding up their Affairs, and when and as soon as the same are wound up that Company shall be dissolved and cease to exist.

Cesser of  
South-east-  
ern Railway  
Company's  
Powers to  
use *Crays*  
Line and  
Farnborough  
Extension.

**38.** And whereas it is expedient, and the *South-eastern* Railway Company are willing, that Provision should be made for the Cesser of their Powers under a certain Agreement dated the Ninth Day of *June* One thousand eight hundred and fifty-eight, made between that Company and the *Crays* Company, of running over and using the Railway herein-after called the *Crays* Line, by this Act vested in and directed to be leased to the Company, and also for the Cesser of their Powers under a certain other Agreement, dated the Twenty-third Day of *June* One thousand eight hundred and fifty-seven, made between the *West End of London and Crystal Palace* Railway Company and the *Crays* Company, of running over and using the Portion between *Beckenham* and *Short-*  
*lands*



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lands of the Railway (herein-after called the *Farnborough Extension*), authorized by the *West London and Crystal Palace Railway (Extension to Farnborough) Act, 1854*, and now vested in the Company: Therefore, upon and from the First Day of *September* One thousand eight hundred and sixty-three, all Right and Power of the *South-eastern Railway Company*, their Officers and Servants, to work, run, or pass over and use the *Crays Line* and the said Portion of the *Farnborough Extension*, or any Part thereof respectively, shall absolutely cease and determine.

39. In order to facilitate the Transmission of Traffic (whether Passengers, Animals, Goods, Minerals, or other Things) passing or intended to pass to or from *London* over the *South-eastern Railway* or the *Mid-Kent Railway*, or any Portion thereof respectively, from or to *Shortlands Station* or any Station on the *Crays Line*, and to provide against any undue Interruption or Delay in the Passage of such Traffic to its Destination, and for a proper and mutual Interchange of Rolling Stock, and to regulate their respective Rights with regard to such Traffic, the Company and the *South-eastern Railway Company* shall (upon and from the Expiration of One Month after Notice in Writing to put this Clause into operation shall have been given to the Company by the *South-eastern Railway Company*, but which Notice shall not be given to come into operation at any earlier Date than the First Day of *September* One thousand eight hundred and sixty-three,) be bound by and shall fulfil, observe, and conform to the following Stipulations and Provisions; *videlicet*,

Facilitating  
Transmis-  
sion of other  
Companies  
Traffic.

First. The *South-eastern Railway Company* shall have the Right to book and invoice through over the said Portion of the *Farnborough Extension* and *Crays Line* all such Traffic as aforesaid:

Second. The Company shall carry on such Traffic without Change of Carriage, Waggons, or Truck, except in Cases in which, from the small Amount of Traffic to be forwarded, such Change is reasonable:

Third. The Company shall, for and in respect of all such Traffic, and for all Purposes of this Clause, at all Times afford to and for the *South-eastern Railway Company* and the Public all needful Accommodations, Facilities, and Conveniences at, on, and over the said Portion of the *Farnborough Extension* and the *Crays Line*, and the said *Shortlands Station*, and the Stations on the *Crays Line*, by the Trains of the Company, and by Through Booking, Through Rates, Through Waggons, Trucks, and Carriages, and by mutual Interchange of Rolling Stock, and shall at all Times and in all respects conduct, forward, carry on, and accommodate all such Traffic as aforesaid on equal Terms with and as if it were their own proper Traffic, and without Preference in favour of their own Lines:

Fourth.

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Fourth. The Rates and Charges for such Traffic shall be divided by actual Mileage, after deducting Government Duty and such Terminal Charges on Goods as may be agreed upon between the said Companies, or as may in default of Agreement be determined by Arbitration as herein-after provided, and out of such Rates and Charges each Company shall receive their full Mileage Proportion of the whole Distance which the Traffic passing over their Railway actually traverses, and the Two Companies shall monthly account with each other on this Basis :

Fifth. The Rates and Charges for all such Traffic between any Station in *London, Middlesex, or Westminster* of the *South-eastern Railway Company* or the Company and the said *Shortlands Station*, and any Station on the *Crays Line*, or any Station at or near *Bickley* on the intended Railway No. 1, authorized by an Act passed in the present Session of Parliament, intituled *An Act to enable the South-eastern Railway Company to make Railways to Tunbridge and Dartford respectively, and to widen a Portion of their North Kent Line of Railway, and to purchase additional Lands for the Purposes of their Undertaking, and for other Purposes*, shall be the same, whether the Traffic passes over the Railways of the Company and the *Crays Line*, or wholly over the Railway of the *South-eastern Railway Company*, or partly over the Railways of the *South-eastern Railway Company* and partly over the *Mid-Kent Railway*, the Railway of the Company, and the *Crays Line* :

Sixth. If the last-mentioned Rates and Charges are not agreed upon between the Company and the *South-eastern Railway Company* within One Month after the giving of such Notice as aforesaid, the same shall be determined by Arbitration as herein-after provided, and whether the Scale of those Rates and Charges from Time to Time in force shall have been fixed by Agreement or by Arbitration, either the Company or the *South-eastern Railway Company* may, at Intervals of not less than Three Months from that Day, by Notice in Writing to the other of them, require the same to be revised, and if for One Month thereafter a revised Scale is not agreed upon between them the Question of such Revision and (if such Revision be determined upon) the revised Scale to be adopted shall be settled by Arbitration :

Seventh. The Terms on which the Interchange of Rolling Stock in respect of such Traffic between the Company and the *South-eastern Railway Company* shall be made shall be those adopted by the Railway Clearing House :

Eighth. In order to provide for the due and punctual Correspondence of Trains at *Beckenham* and for securing the proper and expeditious Transmission of the Traffic mentioned in this Clause to its Destination,



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tion, the Company shall at all Times cause all their Trains which from Time to Time are timed to stop at the *Shortlands* Station or at any Station on the *Crays* Line to stop at the *Beckenham* Station for the Purpose of affording such Correspondence, but the Company shall not be bound to run any Special or Extraordinary Trains for the Accommodation of the *South-eastern* Railway Company, and the *South-eastern* Railway Company shall arrange their Trains to meet the Service of the Company at *Beckenham*.

40. All Matters and Questions by the last preceding Clause directed to be settled by Arbitration and all Questions and Differences which may at any Time arise between the Company and the *South-eastern* Railway Company as to the Construction or Effect of that Clause or the Performance, Observance, Nonperformance, or Nonobservance of any of the Provisions thereof or any Matter connected therewith or consequent thereon, shall be determined by an Arbitrator to be appointed by the Two Companies or (if for Fourteen Days after the Question or Difference arises they do not agree upon an Arbitrator) by the Board of Trade, and the Decisions of every such Arbitrator shall be binding and conclusive on all the Parties in difference, and the Costs and Expenses of the Arbitration shall be in his Discretion. Arbitration.

41. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay Interest or Dividend to any Shareholder on the Amount of Calls made in respect of the Shares held by him in the Capital by this Act authorized to be created: Provided always, that the Company may pay to any such Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made as shall be in conformity with the Provisions in "The Companies Clauses Consolidation Act, 1845," in that Behalf contained. No Interest or Dividend to be paid on Calls paid up.

42. The Company shall not, out of any Money by any Act relating to the Company authorized to be raised for the Purpose of such Act or Acts, pay or deposit any Sum of Money which, by any Standing Order of either House of Parliament for the Time being in force, may be required to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any Railway or to execute any other Work or Undertaking. Deposits for future Bills not to be paid out of Company's Capital.

43. Nothing herein contained shall be deemed or construed to exempt the Railways by this Act or the said recited Acts authorized 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. Railways not exempt from Provisions of present and future

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force

*Mid-Kent Railway (Bromley to St. Mary's Cray) Leasing and Transfer Act, 1862.*

General  
Acts.

force or which may hereafter pass during the present or any future Session of Parliament, or any future Revision or Alteration, under the Authority of Parliament, of the maximum Rates of Fares and Charges, or of the Tolls for small Parcels, authorized by this or the recited Acts.

Expenses of  
Act.

44. The Expenses, Costs, and Charges of preparing and passing this Act, and preliminary and incidental thereto, shall be paid by the Company.

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