CHAPTER cxliv.

An Act for making a Railway from the London Chatham and Dover Railway to the borough of Gravesend, and widening and extending Church Street, in Gravesend, and for other purposes. [18th July 1881.] A.D. 1881.

WHEREAS the making and maintaining of the railway and other works in this Act described would be of public and local advantage:

And whereas the persons in this Act named with others are willing to execute the undertaking, and are desirous of being incorporated into a Company and of having the necessary powers conferred upon them for the purpose:

And whereas it is expedient that the Company so to be incorporated, and the mayor, aldermen, and burgesses of the borough of Gravesend, and the London Chatham and Dover Railway Company, should be authorised to enter into and carry into effect the agreements in this Act provided for, and that the agreement set forth in the schedule to this Act should be confirmed:

And whereas plans and sections showing the lines and levels of the railway, street widening, and new street authorised by this Act, and also books of reference to the plans containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act, were duly deposited with the clerk of the peace for the county of Kent, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

And whereas the objects of this Act 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 as the Gravesend Railway Act 1881.

Incorporation of general Acts.
8 & 9 Vict. c. 16.
26 & 27 Vict. c. 118.
8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 20.
26 & 27 Vict. c. 92.

2. The Companies Clauses Consolidation Act 1845, Part I. (relating to cancellation and surrender of shares) and Part III. (relating to debenture stock) of the Companies Clauses Act 1863, the Lands Clauses Consolidation Acts 1845, 1860, and 1869, the Railways Clauses Consolidation Act 1845, Part I. (relating to construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction; the expression "the Company" means the Company incorporated by this Act; the expression "the Corporation" means the mayor, aldermen, and burgesses of the borough of Gravesend; the expression "the Chatham Company" means the London Chatham and Dover Railway Company; the expression "the railway" means the railway by this Act authorised; the expressions "street widening" and "new street," mean respectively the widening of Church Street, and the new street in extension thereof by this Act authorised; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or in 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 simple contract debt and not a debt or demand created by statute.

Company incorporated.

4. Sir Sydney Hedley Waterlow, baronet, Frederic Beckley Nettleingham, Samuel Spalding, and all other persons and corporations who have already subscribed to or shall hereafter become proprietors in the undertaking, and their executors, administrators, successors, and assigns respectively, shall be and are hereby united into a Company for the purpose of making and maintaining the railway and for other the purposes of this Act, and for those purposes shall be and are hereby incorporated by the name of "the Gravesend Railway Company," and by that name shall be a body corporate, with perpetual succession and a common seal, and with power to purchase, take, hold, and dispose of lands and other property for the purposes of this Act.

Power to make railway and other works.

5. 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 railway, street widening, and new

street, herein-after described, with all proper stations, sidings, approaches, works, and conveniences connected therewith, and may enter upon, take, and use such of the lands delineated on the said plans, and described in the deposited books of reference, as may be required for the purposes of the undertaking. The railway and other works herein-before referred to and authorised by this Act will be situated in the county of Kent, and are---

(A.) A railway, four miles seven furlongs two chains and forty links in length, commencing near Pinden, in the parish of Horton Kirby, by a junction with the London Chatham and Dover Railway, at a point ten chains or thereabouts, measured in a south-easterly direction along the last-mentioned railway, from the bridge which carries that railway over the public road leading from Green Street Green, by Pinden, to Dean Bottom, and terminating in the parish and borough of Gravesend, at the eastern boundary wall of the building known as the Ragged School, in New Court, leading from Church Street to West Street, Gravesend;

(B.) A widening of Church Street in the parish and borough of Gravesend, on the northern side thereof, from Bath Street to the eastern termination of Church Street, opposite Princes Street, to such an extent as to make Church Street of a width of forty feet or thereabouts;

(C.) A new street, forty feet wide or thereabouts, in the parish and borough of Gravesend, commencing at the eastern termination of Church Street at Princes Street, and terminating by a junction with High Street at or near the White Hart Hotel.

Capital.

6. The capital of the Company shall be two hundred thousand pounds, in twenty thousand shares of ten pounds each, whereof one hundred and sixty-five thousand pounds shall be applied to the purposes of the railway, and thirty-five thousand pounds shall be applied to the purposes of the street widening and new street.

Shares not to be issued until one-fifth paid.

7. The Company shall not issue any share created under the authority of this Act, nor shall any such share vest in the person or corporation accepting the same, unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Calls.

8. One-fifth of the amount of a share shall be the greatest amount of a call, and two months at least shall be the interval between successive calls, and four-fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

9. If any money is payable to a shareholder being a minor, idiot, or lunatic, the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Power to divide shares.

10. 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 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"; but the Company shall not so 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.

11. The dividend which would from time to time be payable on any divided 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 not exceeding six pounds per centum per annum as shall be determined once for all 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 half shares to be paid out of profits of the year only.

12. 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 thirty-first 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.

13. 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; but the directors shall not be bound to issue a certificate of any half-share until the certificate of the existing entire share be delivered to them to be cancelled, unless it be shown to their satisfaction that such certificate is destroyed or lost, and on any certificate being so delivered up the directors shall cancel it.

Terms of issue to be stated on certificates.

14. 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 half shares.

15. The provisions of the Companies Clauses Consolidation Act 1845, and Part I. of the Companies Clauses Act 1863, with respect to the forfeiture of shares for non-payment of calls, shall apply to all preferred half-shares created under the authority of this Act, and every such preferred half-share shall for that purpose be considered an entire share, distinct from the corresponding deferred half-share; and until any forfeited preferred half-share shall be sold by the directors 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 half shares not to be cancelled.

16. 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.

17. The several half-shares under this Act shall be half-shares in the capital of the Company, and every two half-shares whether preferred or deferred, or one of each, 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.

18. The Company may from time to time borrow on mortgage any sums not exceeding in the whole fifty-five thousand pounds, but no part thereof shall be borrowed until share capital to the amount of one hundred and sixty-five thousand pounds is 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 one hundred and sixty-five thousand pounds of such 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 each separate share in such capital 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 persons or corporations to whom the same was issued, or their

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executors, administrators, successors, or assigns, and that such persons or corporations, their executors, administrators, successors, or 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 shall be sufficient evidence thereof.

Portion of share capital to be applied to railway only.

19. The share capital to the amount of one hundred and sixty-five thousand pounds in respect of which the borrowing power given by the preceding section is to be exercised shall be applied exclusively to the purposes of the railway.

Appointment of a receiver.

20. 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. In order to authorise the appointment of a receiver in respect of arrears of principal, the amount owing to the mortgagees by whom the application for a receiver is made shall be not less than five thousand pounds in the whole.

Debenture stock.

21. The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863, but notwithstanding anything therein contained the interest of all debenture stock at any time created and issued by the Company shall rank pari passu with the interest of all mortgages at any time granted by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

22. All moneys raised under this Act, whether by shares, debenture stock, or borrowing, shall be applied for the purposes of this Act only.

First ordinary meeting.

23. The first ordinary meeting of the Company shall be held within ten months after the passing of this Act.

Number of directors.

24. The number of directors shall be five, but the Company may from time to time reduce the number, provided that the number be not less than three.

Qualification of directors.

25. The qualification of a director shall be the possession in his own right of not less than fifty shares.

Quorum.

26. The quorum of a meeting of directors shall be three, but if the number of directors be reduced to three the quorum shall be two.

First directors.

27. Sir Sydney Hedley Waterlow, Baronet, Frederic Beckley Nettleingham, Samuel Spalding, and two other persons nominated by them and consenting to such nomination, shall be the first directors of the Company, and shall continue in office until the

first ordinary meeting held after the passing of this Act. At that meeting the shareholders present in person or by proxy may either continue in office the directors appointed by this Act, or nominated as aforesaid, or any of them, or may elect a new body of directors or directors to supply the place of those not continued in office, the directors appointed by this Act, or nominated as aforesaid, being, if qualified, eligible for re-election; and at the first ordinary meeting to be held in every year after the first ordinary meeting the shareholders present in person or by proxy shall (subject to the power herein-before contained for reducing the number of directors) elect persons to supply the places of the directors then retiring from office agreably to the provisions of the Companies Clauses Consolidation Act 1845; and the several persons elected at any such meeting, being neither removed nor disqualified, nor having died or resigned, shall continue to be directors until others are elected in their stead in manner provided by the same Act.

Election of directors.

28. The quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed one acre.

Lands for extraordinary purposes.

29. 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.

Period for compulsory purchase of lands.

30. Persons empowered by the Lands Clauses Consolidation Act 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act, and of the Lands Clauses Consolidation Acts Amendment Act 1860, and of this Act, grant to the Company any easement, right, or privilege not being an easement of water required for the purposes of this Act in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Power to take easements, &c. by agreement.

31. The Company shall, not less than eight weeks before they take fifteen houses or more occupied either in whole or in part by persons belonging to the labouring classes as tenants or lodgers, make known their intention to take the same by placards, hand-bills, or other general notice placed in public view upon or within a reasonable distance from such houses, and the Company shall not take any such houses until they have obtained the certificate of a justice that it has been proved to his satisfaction that the Company have in manner required by this section made known their intention to take the same.

Notice to be given of taking houses of labouring classes.

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Company to procure accommodation for persons of labouring classes to be displaced.

32. Before displacing any person belonging to the labouring classes who may for the time being be the occupier of any house or part of any house which the Company are by this Act authorised to acquire, the Company shall (unless the Company and such person or persons otherwise agree) provide sufficient accommodation elsewhere for such person or persons, and they may contribute towards the costs or expenses of erecting or providing houses or buildings for such accommodation by any company, body, or person: Provided always, that if any question arises as to the sufficiency of such accommodation, the same shall be determined by a justice, and the Company may apply for the purposes of this section any moneys they are empowered to raise under the authority of this Act.

Protection of Earl of Darnley.

33. The authority to construct the railway herein-before described through the property of the Right Honourable the Earl of Darnley shall be subject to the following conditions and restrictions:—

(1.) In carrying the railway under the London Road near the point marked four miles three furlongs on the deposited plans and sections, any interference with the existing tramway tunnel under that road shall be made only subject to the consent of the said Earl (in which term is included the Earl of Darnley, his heirs and assigns and sequels in estate) at the expense of the Company, and the Company shall in all respects guarantee and maintain the safety of the said tramway tunnel, so far as relates to the works of the Company, to the reasonable satisfaction of the said Earl, and shall so construct the works of the railway as to permit of the width of such tunnel being at any time increased to the extent of six feet, and the height or headway thereof also increased to the extent of six feet above the present height of such tunnel;

(2.) Except cutting off a small portion of the curve near the lime kilns, as shown on the deposited plans and sections to a sufficient extent to allow of the construction of the railway as a double line upon the centre line as shown (which centre line shall not be deviated to the north at this point without the consent of the said Earl), the main line of the said tramway, and the other lines of tramway, and the said lime kilns, on the property of the said Earl, shall not be further or otherwise interfered with without the consent of the said Earl, and the Company shall at their own expense, previously to stopping up or diverting any part of the existing tramway, divert, construct, and alter the same or any new works necessary thereto to the north of the proposed railway so as to prevent any interruption to the user thereof;

(3.) Three roadways and their approaches shall be formed by the Company under the railway, from fence to fence, at such points not inconsistent with the deposited plans and sections, as the said Earl shall require, for the purpose of affording communication from the north side to the south side of the railway, and the bridges for carrying the railway over such roads shall each have a headway of fifteen feet and a clear span or width of twenty-one feet;

(4.) Should any of the existing lime-kilns require to be removed for the purposes of the railway, new lime-kilns shall be previously erected by the Company and at the expense of the Company in such places as may be approved by the said Earl, with proper and sufficient roads and tramways thereto;

(5.) A proper, sufficient, and substantial retaining wall shall be built and maintained by the Company at their own expense up to and against the face of the cutting through the garden ground in the rear of and surrounding the houses known as Darnley Terrace, such wall to be constructed of such length and of such height and thickness as will prevent injury to the said houses from the formation and working of the railway, and the Company will at all times hereafter guarantee the safety, so far as relates to the formation and working of the railway, of the said houses and garden ground, or so much thereof as shall not have been purchased by the Company to the said Earl and his tenants, and make good any injury which may at any time hereafter occur to him or them resulting from the formation and working of the said railway;

(6.) The private road called Clifton Road, in Gravesend, is to be kept open for traffic by the provision of a bridge over the said road, having a span of twenty-five feet and a headway of sixteen feet, the road being if found necessary lowered by uniform gradients from Bath Street and West Street respectively to the said bridge, and all the rights, interests and property of the said Earl therein to remain intact and not to be in any way interfered with or altered without the previous consent of the said Earl;

(7.) Any works which may under the provisions of this section be required to be constructed by the Company shall be constructed at the cost of the Company, and to the satisfaction of the engineer or surveyor for the time being of the said Earl;

(8.) The Company shall pay to the Earl of Darnley all his costs and expenses incurred in connexion with this section, and the carrying into effect of the works above-mentioned, and otherwise incident thereto.

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Junction with London Chatham and Dover Railway.

34. The junction of the railway with the railway of the Chatham Company shall be effected in all respects in such manner as shall previously have been approved by the engineer for the time being of that Company, and the junction and works connected therewith shall be executed by that Company, and the costs of such junction and works and all costs incidental thereto shall upon demand be repaid by the Company to the Chatham Company, and in default thereof may be recovered in any Court of competent jurisdiction.

Chatham Company may erect signals, &c. at expense of Company.

35. The Chatham Company may from time to time erect such signals and conveniences incident to the junction either on their own land or on the land of the Company, and appoint and remove such watchmen, switchmen, and other persons as may in their judgment be necessary for the prevention of danger to or interference with the traffic at and near the junction, and the working and management of such signals and conveniences wherever situate, shall be under the exclusive regulation and control of the Chatham Company, and all the expenses of erecting and maintaining such signals and conveniences, and of employing such watchmen, switchmen, and other persons, and all incidental current expenses shall at the end of every half-year be re-paid by the Company, and in default thereof may be recovered from them in any court of competent jurisdiction.

Company to pay to Chatham Company expenses of watchmen during construction of works.

36. The Company shall bear and on demand pay to the Chatham Company the expense of the employment by them during the making of the railway adjacent to the junction of a sufficient number of inspectors and watchmen for watching their railway and works, and for preventing as far as may be all interference, obstruction, danger, and accident from any of the operations or from the acts or defaults of any person or persons in the employment of the Company or their contractors in reference thereto or otherwise.

Damages sustained by Chatham Company to be repaid.

37. Notwithstanding anything in this Act contained the Company shall from time to time be responsible for and make good to the Chatham 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 their railway or to any company or persons using the same or otherwise during the execution or by reason of the failure of any of the adjacent works by this Act authorised or of any act or omission of the Company or of any person in their employ or of their contractors or otherwise, and the Company shall effectually indemnify and hold harmless the Chatham Company from all claims or demands upon or against them by reason of such execution or failure or of any such act or omission.

Company not to interfere with traffic on London Chatham and Dover Railway.

38. In constructing the railway by this Act authorised the Company shall not in any way obstruct or interfere with the traffic passing along the London Chatham and Dover Railway, and if by reason of any works or proceedings of the Company there shall be any obstruction or interference with the London Chatham and Dover Railway so as to impede or prevent the convenient passage of engines and carriages along the same, the Company shall pay to the Chatham Company at the rate of twenty pounds per hour during the time any such obstruction or interference shall continue.

No land of Chatham Company to be taken except for certain works.

39. Nothing in this Act contained shall extend or be deemed or construed to extend to authorise or enable the Company to take or enter upon or use, either temporarily or permanently, any of the lands of the Chatham Company, or to alter, vary, or interfere with the London Chatham and Dover Railway, or with any of the works of that railway, further or otherwise than is necessary for the construction of the junction of the railway with the London Chatham and Dover Railway without the consent in writing in every instance for that purpose first had and obtained of the Chatham Company under their common seal, and with respect to any lands of the Chatham Company which the Company are by this Act authorised to use, enter upon, or interfere with the Company shall not purchase and take the same, but the Company may purchase and take, and the Chatham Company shall sell or grant accordingly an easement or right of using the same in perpetuity for the purposes of this Act.

Crossing North Kent Railway.

40. In constructing the railway through or over the land and property of the South Eastern Railway Company, in the parish of Northfleet, the Company shall not deviate from the centre line beyond the limits shown on the deposited plans, without the previous consent in writing of the South Eastern Railway Company under their common seal.

Protection of South Eastern Company.

41. The Company shall not, for the purpose of carrying the railway over the North Kent Line of the South Eastern Railway Company, acquire any ownership of or in any land or property of the South Eastern Railway Company, but the Company may purchase and take, and the South Eastern Railway Company shall sell and grant accordingly an easement or right of using the same for so making, maintaining, and using the railway over the North Kent Line, and the Company shall not enter upon or interfere with that line, or any of the lands or works of the South Eastern Railway Company, or execute any work whatsoever over or affecting the same until there shall have been delivered to that company by the Company plans, drawings, and specifications of the works intended

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to be executed, such plans, drawings and specifications to describe the manner of executing the intended works and the materials to be used for the purpose, nor until those plans, drawings and specifications have been examined and approved in writing under his hand by the engineer for the time being of the South Eastern Railway Company, or, in the event of his failing to approve the same within one month after their having been delivered to that Company, then until the same have been examined and approved by an engineer to be appointed on the application of either Company by the Board of Trade, and the said works shall be executed by the Company at their sole expense, and shall in like manner be subsequently maintained by them in all things according to the approved plans, drawings, and specifications, under the superintendence and to the reasonable satisfaction of the engineer for the time being of the South Eastern Railway Company, and if and whenever the Company fail so to do after one month's notice from the South Eastern Railway Company for that purpose the South Eastern Railway Company may make and do in and upon as well the lands of the Company as their own lands, all such works and things as the South Eastern Railway Company may reasonably think requisite and the sum from time to time certified by their engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company, and in default of full repayment, the amount due may be recovered with costs of action by the South Eastern Railway Company from the Company in any court of competent jurisdiction.

Company to pay to South-Eastern Company expenses of watchmen during construction of works.

42. The Company shall bear and on demand pay to the South Eastern Railway Company the expense of the employment by them, if necessary, during the making of the railway over the North Kent Line, of a reasonable and sufficient number of inspectors or watchmen, to be appointed by them for watching their railway, with reference to and during the execution of the works, and for preventing, as far as may be, all interference, obstruction, danger, and accident from any of the operations, or from the acts or defaults of any person or persons in the employ of the Company, their contractors, or others, with reference thereto or otherwise.

Damage to works of North Kent Railway.

43. If during the execution of the works the North Kent Railway, or any of the works connected therewith, shall be injured or damaged, such injury or damage shall be forthwith made good by the Company at their own expense, or in the event of their failing so to do, the South Eastern Railway Company may make good the same, and recover the cost thereof from the Company in any court of competent jurisdiction.

Traffic on North Kent Railway not to be interfered with.

44. If by reason of any works or proceedings of the Company with reference to the railway there shall be any obstruction of or interference with the North Kent Railway so as to prevent or impede the convenient passage of engines and carriages along the same, the Company shall pay to the South Eastern Company the sum of twenty pounds by way of ascertained damages for every hour during which that obstruction or interference continues.

Damages sustained by South Eastern Company to be repaid.

45. The Company shall from time to time be responsible for and make good to the South Eastern Railway Company all costs, damages, and expenses from time to time occasioned to that Company, or to any of their works or property, or to the traffic on their railway, or to any person or persons using the same or otherwise during the execution or by reason of the failure of any of the works of or incidental to the railway, or of any act or omission of the Company or of any persons in their employ, or of their contractors or others, and the Company shall effectually indemnify and hold harmless the South Eastern Railway Company from all claims and demands upon or against them by reason of any such execution or failure, and of any such act or omission.

Crossing Northfleet and Snodland Loop.

46. If the railway shall be carried through or over any part of the lands in the parish of Northfleet which the South Eastern Railway Company are or may be authorised to acquire for the purposes of the Northfleet and Snodland Loop under the powers of the South Eastern Railway Act 1881, the works of the railway where it passes through or over the said lands shall be constructed according to plans, drawings, and specifications to be agreed upon by the engineers of the Company and the South Eastern Railway Company respectively, or, in the event of difference, by an engineer to be appointed on the application of either Company by the Board of Trade, it being the object and intention that the railway shall be carried through or over the lands referred to so as not to interfere with the proper construction through or over the same lands of the railway (Northfleet and Snodland Loop) authorised by the South Eastern Railway Act 1881.

44 & 45 Vict. c. cxcv.

Railway deposit fund not to be repaid except so far as railway is opened.

47. Whereas pursuant to the Standing Orders of both Houses of Parliament, and to an Act of the ninth year of the reign of Her present Majesty, chapter twenty, a sum of eight thousand two hundred and forty-six pounds sixteen shillings, being five per centum upon the amount of the estimate in respect of the railway (hereinafter referred to as "the railway deposit fund"), and a sum of one thousand one hundred and ninety-five pounds fourteen shillings, being four per centum on the amount of the estimate of expense of the street widening and new street (herein-after referred

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to as "the street deposit fund"), and amounting together to the sum of nine thousand four hundred and forty-two pounds ten shillings, has been deposited with the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for this Act: Be it enacted that, notwithstanding anything contained in the said Act, the railway deposit fund shall not be paid or transferred to or on the application of the person or persons, or the majority of the persons, named in the warrant or order issued in pursuance of the said Act, or the survivors or survivor of them (which persons, survivors or survivor, are or is in this Act referred to as the depositors), unless the Company shall, previously to the expiration of the period limited by this Act for the completion of the railway, open the same for the public conveyance of passengers: Provided, that if within such period as aforesaid the Company open any portion of the railway for the public conveyance of passengers, then, on the production of a certificate of the Board of Trade specifying the length of the portion of the railway opened as aforesaid, and the portion of the railway deposit fund which bears to the whole of the railway deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway, the Chancery Division shall, on the application of the depositors or the majority of them, order the portion of the railway deposit fund specified in the certificate to be paid or transferred to them, or as they shall direct; and the certificate of the Board of Trade shall be sufficient evidence of the facts therein certified, and it shall not be necessary to produce any certificate of this Act having passed, anything in the above-mentioned Act to the contrary notwithstanding.

Application of railway deposit.

48. If the Company do not previously to the expiration of the period limited for the completion of the railway, complete the same and open it for the public conveyance of passengers, then and in every such case the railway deposit fund, or so much thereof as shall not have been paid to the depositors, shall be applicable, and after due notice in the London Gazette shall be applied, towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the railway, or any portion thereof, or who have been subjected to injury or loss 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 has been paid, and shall be distributed in satisfaction of such compensation as aforesaid, in such manner and in such proportions as to the Chancery Division of the High Court of Justice in England may seem fit; and if no

such compensation is payable, or if a portion of the railway deposit fund has been found sufficient to satisfy all just claims in respect of such compensation, then the railway deposit fund, or such portion thereof as may not be required as aforesaid, shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the solicitor of Her Majesty's Treasury, and shall be carried to and form part of the Consolidated Fund of the United Kingdom, or in the discretion of the Chancery Division, if the Company is insolvent and has been ordered to be wound up or a receiver has been appointed, shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Company, or be otherwise applied as part of the assets of the Company for the benefit of the creditors thereof: Provided, that until the whole of the railway deposit fund has been repaid or re-transferred to the depositors, or has become otherwise applicable as herein-before mentioned, any interest or dividends accruing thereon or on any portion thereof shall from time to time, and as often as the same shall become payable be paid to or on the application of the depositors.

Release of street deposit fund.

49. On the application of the persons named in the warrant or order issued in pursuance of the said Act of the ninth year of Her present Majesty, chapter twenty, or of the survivors or survivor of them, or of the majority of such persons or survivors, or of the executors or administrators of the last survivor, by petition in a summary way at any time after the passing of this Act, the Chancery Division may and shall order that the street deposit fund of one thousand one hundred and ninety-five pounds fourteen shillings, or the investments representing the same, and the interest and dividends thereon, shall be transferred and paid to the persons or person so applying, or to any other person or persons whom they or he may appoint in that behalf.

Period for completion of works.

50. If the railway, street widening, and new street are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the same, or otherwise in relation thereto, shall cease to be exercised except as to so much thereof respectively as is then completed.

Street widening and new street to be vested in Corporation.

51. When the street widening and new street are completed the same shall be deemed to be a public highway, and shall be vested in and shall be under the control and management of the Corporation, or of any other authority in whom the control or management

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of streets within the borough of Gravesend is or may be from time to time vested.

Tolls.

52. The Company may demand and take in respect of the use of the railway any tolls not exceeding the following (that is to say):

Passengers.

In respect of passengers and animals conveyed in carriages upon the railway, or any part thereof, as follows:

For every person conveyed in or upon any such carriage, per mile twopence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class I.—For every horse, mule, ass, or other beast of draught or burden, conveyed in or upon such carriage, per mile threepence; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one penny;

Class II.—For cattle conveyed in or upon any such carriage, per head per mile one penny halfpenny; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one halfpenny;

Class III.—For every calf, pig, sheep, or other small animal, conveyed in or upon any any such carriage, per mile one halfpenny; and if conveyed in or upon any carriage belonging to the Company an additional sum per mile of one farthing.

Goods.

In respect of goods conveyed on the railway:

Class IV.—For all coal, culm, cinders, and all dung, compost, and all sorts of manure, lime and limestone, and all undressed materials for the repair of public roads or highways, all stones for building, pitching, and paving, tiles, slates, clay, ironstone and iron ore, per ton per mile one penny halfpenny; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class V.—For all coke, charcoal, pig iron, sheet iron, bar iron, rod iron, hoop iron, and all other similar descriptions of wrought iron and iron castings not manufactured into utensils, bricks, salt, sand, fire-clay, and stone, per ton per mile twopence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class VI.—For sugar, grain, corn, flour, hides, dyewoods, earthenware, timber, staves and deals, nails, anvils, vices, and chains, per ton per mile threepence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class VII.—For cotton and other wools, drugs, manufactured goods, and metals (except iron and tin), and all other wares, merchandise, fish, articles, matters, or things, per ton per mile

fourpence; and if conveyed in carriages belonging to the Company an additional sum per ton per mile not exceeding one halfpenny;

Class VIII.—And for every carriage of whatever description, not being a carriage adapted and used for travelling on a railway, and not weighing more than one ton, carried or conveyed on a truck or platform belonging to the Company, per mile sixpence; and a sum of one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which any such carriage may weigh.

Toll for propelling power.

53. The toll which the Company may demand for the use of engines for propelling carriages on the railway shall not exceed one penny per mile for each passenger or animal, or for each ton of goods or other articles, in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

54. The following provisions and regulations shall apply to the fixing of all tolls and charges payable under this Act (that is to say):

Short distances.

For all passengers conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles; and for all animals, minerals, or goods conveyed on the railway for a less distance than three miles the Company may demand tolls and charges as for three miles;

Fractional parts of a mile.

For a fraction of a mile beyond three miles, or beyond any greater number of miles, the Company may demand tolls and charges on animals and goods for such fraction in proportion to the number of quarters of a mile contained therein, and if there be a fraction of a quarter of a mile such fraction shall be deemed a quarter of a mile; and in respect of passengers, every fraction of a mile beyond three miles or beyond an integral number of miles shall be deemed a mile;

Fractional parts of a ton.

For a fraction of a ton the Company may demand tolls according to the number of quarters of a ton in such fraction, and if there be a fraction of a quarter of a ton, such fraction shall be deemed a quarter of a ton;

General weight.

With respect to all articles, except stone and timber, the weight shall be determined according to the usual avoirdupois weight;

Weight of stone and timber.

With respect to stone and timber, fourteen cubic feet of stone, forty cubic feet of oak, mahogany, teak, beech, or ash, and fifty cubic feet of any other timber, shall be deemed one ton weight, and so in proportion for any smaller quantity.

Tolls for small parcels and articles

55. With respect to small parcels not exceeding five hundred pounds in weight, and single articles of great weight, notwith-

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of great weight.

standing anything in this Act, the Company may demand and take any tolls not exceeding the following (that is to say):

For the carriage of small parcels on the railway:

For any parcel not exceeding seven pounds in weight, threepence;

For any parcel exceeding seven pounds and not exceeding fourteen pounds in weight, fivepence;

For any parcel exceeding fourteen pounds and not exceeding twenty-eight pounds in weight, sevenpence;

For any parcel exceeding twenty-eight pounds and not exceeding fifty-six pounds in weight, ninepence;

And for any parcel exceeding fifty-six pounds and not exceeding five hundred pounds in weight the Company may demand any sum they think fit:

Provided always, that articles sent in large aggregate quantities, although made up in separate parcels, such as bags of sugar, coffee, meal, and the like, shall not be deemed small parcels, but that term shall apply only to single parcels in separate packages:

For the carriage of single articles of great weight on the railway;

For the carriage of any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons, the Company may demand any sum not exceeding sixpence per ton per mile;

For the carriage of any single article the weight of which including the carriage exceeds eight tons, the Company may demand and take any sum they think fit.

Maximum rates for passengers.

56. The maximum rate of charge to be made by the Company for the conveyance of passengers upon the railway, including the tolls for the use of the railway, and for carriages and locomotive power, and every other expense incidental to such conveyance, shall not exceed the following (that is to say):

For every passenger conveyed in a first-class carriage, threepence per mile;

For every passenger conveyed in a second-class carriage, twopence per mile;

For every passenger conveyed in a third-class carriage, one penny per mile.

Maximum rates for animals and goods.

57. The maximum rate of charge to be made by the Company for the conveyance of animals and goods (except such small parcels and single articles of great weight as aforesaid) on the railway, including the tolls for the use of the railway, and for waggons or trucks and locomotive power, and for every other expense incidental to the conveyance (except a reasonable charge for the loading and

nloading of goods at any terminal station in respect of such goods, and for delivery and collection, and any other service incidental to the duty or business of a carrier, where any such service is performed by the Company), shall not exceed the following sums (that is to say):

For every animal mentioned in Class I. per mile fourpence;

For every animal mentioned in Class II. per mile threepence;

For every animal mentioned in Class III. per mile one penny halfpenny;

For the articles and goods mentioned in Class IV. per ton per mile one penny halfpenny;

For the articles and goods mentioned in Class V. per ton per mile twopence;

For the articles and goods mentioned in Class VI. per ton per mile threepence;

For the articles and goods mentioned in Class VII. per ton per mile fourpence;

For any carriage mentioned under Class VIII. not weighing more than one ton, sixpence per mile; if weighing more than one ton one penny halfpenny per mile for every additional quarter of a ton or fractional part of a quarter of a ton which such carriage may weigh.

Passengers luggage.

58. Every passenger travelling upon the railway may take with him his ordinary luggage not exceeding one hundred and twenty pounds in weight for first-class passengers, one hundred pounds in weight for second-class passengers, and sixty pounds in weight for third-class passengers, without any charge being made for the carriage thereof.

Terminal station.

59. No station shall be considered a terminal station in regard to any goods conveyed on the railway unless such goods have been received thereat direct from the consignor or are directed to be delivered thereat to the consignee.

Foregoing charges not to apply to special trains.

60. The restrictions as to the charges to be made for passengers shall not extend to any special train run upon the railway, in respect of which the Company may make such charges as they think fit, but shall apply only to the ordinary and express trains appointed from time to time by the Company for the conveyance of passengers and goods upon the railway.

Company may take increased charges by agreement.

61. Nothing in this Act shall prevent the Company from taking any increased charges, over and above the charges by this Act limited, for the conveyance of animals or goods of any description by agreement with the owners or persons in charge thereof, either by reason of any special service performed by the Company in

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relation thereto or in respect to the conveyance of animals or goods (other than small parcels) by passenger trains.

Confirmation of Agreement in Schedule.

62. The scheduled agreement made between the Chatham Company, of the one part, and Sir Sydney Hedley Waterlow, baronet, Frederic Beckley Nettleingham and Samuel Spalding, of the other part, is by this Act confirmed and made binding and obligatory on the Company and the Chatham Company respectively, and may and shall be carried into effect according to the true intent and meaning thereof as if the Company were parties thereto instead of the said Sir Sydney Hedley Waterlow, Frederic Beckley Nettleingham and Samuel Spalding: Provided always, that such agreement shall be subject to the provisions of section twenty-seven of the Railways Clauses Act 1863 in like manner as if the said agreement were an agreement made under and subject to the provisions of Part III. of that Act.

Power to enter into agreements with Corporation.

63. The Company on the one hand, and the Corporation on the other hand, may from time to time make and carry into effect agreements with respect to the street widening and new street by this Act authorised (that is to say):

The construction, maintenance, repair, cleansing, and watering of the street widening and new street, or of any part or parts thereof;

The expense of the street widening and new street, and the purchase and appropriation of property required for the purposes thereof;

The terms and conditions on which, and the period at which, the street widening and new street shall be adopted by and vested in the Corporation.

Power to enter into working agreements with Chatham Company.

36 & 37 Vict. c. 76.

64. The Company on the one hand, and the Chatham Company on the other hand, may, subject to the provisions of Part III. of the Railways Clauses Act 1863, as amended or varied by the Regulation of Railways Act 1873, from time to time enter into agreements with respect to the following purposes, or any of them (that is to say):

The maintenance, and management by the Chatham Company of the railway of the Company, or any part thereof, and of the works connected therewith;

The use or working of the railway, or of any part thereof, and the conveyance of traffic thereon, and the employment of officers and servants for the conduct and regulation of the traffic;

The supply and maintenance of engines, stock, and plant necessary for and during the continuance of any agreement for the use or working of the railway;

The interchange, accommodation, conveyance, and delivery of traffic coming from or destined for the railways of the contracting Companies;

The fixing, levying, division, and appropriation of the tolls, rates, charges, receipts, and revenues levied, taken, or arising in respect of traffic;

The sums or considerations, payments, contributions, allowances, rebates, and drawbacks to be paid, made, or allowed by either of the contracting companies to the other, and the conditions to be performed with respect to the matters aforesaid.

Tolls on traffic conveyed partly on railway and partly on Railway of Chatham Company.

65. During the continuance of any agreement to be entered into under the provisions of this Act for the working and use of the railway by the Chatham Company, the railways of the Company and of the Chatham Company shall, for the purposes of short distance tolls and charges, be considered as one railway.

Interest not to be paid on calls paid up.

66. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

67. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or execute any other work or undertaking.

Provision as to general railway Acts.

68. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways, or the better and 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, or from any future revision or alteration, under the authority of Parliament, of the maximum rates of fares and charges, or of the rates for small parcels, authorised by this Act.

Expenses of Act.

69. All costs, charges, and expenses of and incident to the preparing, applying for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

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SCHEDULE referred to in the foregoing Act.

AN AGREEMENT made the third day of March, one thousand eight hundred and eighty-one, between the London Chatham and Dover Railway Company (herein-after called "the Chatham Company") of the one part, and Sir Sydney Hedley Waterlow, of Highgate, in the county of Middlesex, Baronet, M.P.; Frederic Beckley Nettleingham, of Gravesend, in the county of Kent, Esquire; and Samuel Spalding, of South Darenth, in the county of Kent, Esquire, being three of the promoters of a Bill now pending in Parliament, and intitled "A Bill for making a railway from the London Chatham and Dover Railway to the borough of Gravesend, and widening and extending Church Street, in Gravesend," and for other purposes (herein-after called "the promoters") of the other part. It is mutually agreed between the Chatham Company and the promoters as follows (that is to say):

1. In the event of the said Bill (herein-after referred to as "the Bill") passing into a law the Company to be incorporated by the Bill (herein after referred to as "the Gravesend Company") will, with all reasonable expedition, and at the latest by the time in that behalf limited by the Bill, or within such further time as may, with the consent of the Chatham Company, be limited by any Act or Acts of Parliament to be hereafter passed, make and complete the railway in the Bill mentioned (and herein-after referred to as "the railway"), as a double line of railway, with proper junctions, signals, interlocking apparatus, and other works and conveniences at the intended junction with the railway of the Chatham Company, and including also all stations, station-masters houses, fixtures, fittings, and furniture, sheds, sidings, cranes, turntables, weighing machines, water-tanks, telegraphs, and all other necessary and proper works, conveniences, and appurtenances, and so that the railway and works aforesaid shall, by the time or times so limited, be approved by the Government inspector of railways and by the engineer for the time being of the Chatham Company. And the Gravesend Company will also pay the expense of maintaining and repairing the railway and the works and conveniences thereof for one year after the completion thereof and the opening of the same for public traffic.

2. Before the opening of the railway for public traffic the Gravesend Company will, to the reasonable satisfaction of the engineer for the time being of the Chatham Company, make all such arrangements as shall be proper and sufficient for enabling the Chatham Company on and after the opening of the railway for public traffic to work the railway according to this agreement. On the opening of the railway (with the sanction of the proper officer of the Board of Trade) for public traffic, and at all times thereafter, the Chatham

Company will at their own risk, costs, and expenses, work and (subject to the proviso herein-after contained) maintain, renew, and uphold in a full and efficient manner and regulate and manage the railway, and all stations, buildings, and works connected therewith, and will provide the engines, carriages, trucks, and other rolling stock and plant necessary for such working, and shall appoint and employ the officers and servants, and will do all other acts needful for working and maintaining the railway as aforesaid, and shall so man, stock, work, use, maintain, and manage the railway as fairly and efficiently to develop the traffic thereof: Provided always, that the cost of maintaining, renewing, and upholding the railway and works for one year after the opening of the same for public traffic shall be borne as aforesaid by the Gravesend Company.

3. The number of trains, fares, and rates, and all other matters affecting the working shall be fixed by the Chatham Company, but if the Gravesend Company be at any time dissatisfied with the train arrangements of the railway, or the amount of the fares and rates on the same they may require that those questions be settled by arbitration in manner herein-after mentioned.

4. So far as from time to time lawfully may be the Chatham Company shall from and after the opening of the railway for public traffic have, exercise, and enjoy for the purposes of such maintenance and working by them as aforesaid all the rights, powers, authorities, and privileges whatsoever of the Gravesend Company with respect to the maintenance, management, use, and enjoyment of the railway, and the Gravesend Company will at all times during the continuance of this agreement in any case or cases when the Chatham Company cannot lawfully exercise any right or power reasonably required for such purposes as aforesaid, themselves exercise and put in force (at the request and at the cost and charges in all things of the Chatham Company) all such rights and powers and do all such acts as may be required for enabling the Chatham Company effectually to exercise such powers and perform the obligations hereby conferred and imposed.

5. The Chatham Company will, in the exercise of their rights and privileges under this agreement, in all respects duly perform and observe the several provisions with respect to the working of the railway and to the traffic thereon contained in the Act or Acts from time to time in force with respect to the railway, and will at all times fully and freely indemnify and save harmless the Gravesend Company from and against all penalties, forfeitures, losses, damages, costs, charges, and expenses, claims, and demands whatsoever in any way occasioned or incurred by or by reason of any act or default of the Chatham Company, or any of their directors, agents, officers, or servants, in relation to the management and working by the Chatham Company of the railway or any part thereof or to any traffic thereon.

6. The Gravesend Company will not during the continuance of this agreement at any time act as carriers on the railway or any part thereof, or enter into any contracts or agreements for the carrying of traffic with any Company or person, and they will abstain from doing and concurring in anything which might directly or indirectly interrupt, impede, interfere with, or in any manner disturb the exercise or quiet enjoyment by the Chatham Company of the exclusive power of managing and maintaining the railway and working the whole traffic thereof, or of any of the rights, powers, and privileges intended to be secured to them by this agreement.

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7. Out of the gross receipts to be derived from the traffic on the railway, or any part thereof, after deducting Government duty, the Chatham Company may retain in full satisfaction and remuneration for the working, managing, and maintaining the railway, and for the performance by the Chatham Company of every other obligation undertaken by them under this agreement with reference to the railway, the following proportionate amounts (that is to say):

(A.) Whenever in any half-year the gross receipts shall not amount to or exceed the sum of one thousand five hundred pounds per mile per annum, the Chatham Company may retain sixty per cent. of such gross receipts;

(B.) When in any half-year the gross receipts shall amount to the sum of one thousand five hundred pounds per mile per annum, but shall not exceed the sum of two thousand pounds per mile per annum, the Chatham Company may retain fifty-five per cent. of such gross receipts;

(C.) When in any half-year the gross receipts shall amount to the sum of two thousand pounds per mile per annum or upwards, the Chatham Company shall only retain fifty per cent. of such gross receipts;

(D.) And thenceforward the Chatham Company shall only be at liberty to retain the said proportion of fifty per cent. of the gross receipts;

Provided always that the total sum to be retained out of the gross receipts by the Chatham Company in any one year in the event of the contingencies before expressed under heads (A.) and (B.) shall not be less than the total sum which they would have been entitled to retain under the first or second of the contingencies before expressed, as the case may be.

8. The residue of such gross receipts (that is to say, forty per cent., forty-five per cent., or fifty per cent. as the case may be) shall belong to the Gravesend Company, and shall be paid over to that Company by the Chatham Company half-yearly within six weeks after the expiration of the half-year in which the money shall have been earned.

9. The "gross" receipts shall include all fares, rates, and sums received or earned from passengers, including annual and season tickets, parcels, horses, carriages, and dogs, mails, goods, and merchandise, live stock, tolls, if any, received or due from any other Company, rents, and other property belonging to the Gravesend Company not being surplus lands.

10. The Chatham Company will bear and pay the following charges (that is to say): locomotive carriage and waggon charges incurred by the Chatham Company in working the traffic, law charges, railway clearing-house expenses, advertising, and printing so far as relates to maintenance and working of the line and electric telegraph (the maintenance of the electric telegraph, to have reference exclusively to the use of the same for railway purposes), and all rates, taxes, tithe, and other tenants charges, maintenance, and renewals of way and works, and the salaries and wages of all officers, servants, and workmen employed on the railway.

11. The Gravesend Company will pay out of their proportion of the gross receipts any rent-charges (other than tithe rent-charges), land tax, and landlord's property tax, and also all expenses of their own directors, secretary, and other officers and agents incidental to their existence as a separate Company, including all their capital, parliamentary and legal charges and expenses other than those to be borne by the Chatham Company.

12. The Chatham Company in each half year, either as a distinct and separate payment to the Gravesend Company, or as an allowance out of the Chatham Company's proportion for the time being of gross receipts receivable by them in manner aforesaid, shall further allow and pay to the Gravesend Company a rebate of ten per cent. upon the amount of the Chatham Company's proportion of all through traffic booked or invoiced to or from the railway of the Gravesend Company from or to the railways of the Chatham Company, or any part or parts thereof, in every such half year, and the several books and accounts in any way relating to the railways shall be so kept by the Chatham Company as at all times to show clearly the nature and extent of such through traffic passing in either direction, and the mode in which the amount of such rebate payable in respect thereof has been calculated and ascertained by the Chatham Company, and has been paid or allowed by them to the Gravesend Company separately from and in addition to the division between the Companies of the gross receipts in manner herein-before mentioned.

13. The Chatham Company will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement, which accounts and vouchers shall be open at all reasonable times to inspection and transcription of the directors and agents of the Gravesend Company and the Chatham Company will afford to the Gravesend Company all proper and sufficient facilities for such inspection and transcription, and the Chatham Company will, whenever thereunto reasonably required by the Gravesend Company, duly verify all such accounts.

14. The Chatham Company will, on or before the fifteenth day of February and the fifteenth day of August in every year, transmit to the Gravesend Company an accurate account of all traffic and tolls, rates, and charges which shall have been received or be receivable by them under the provisions or in connexion with the purposes of this agreement. The accounts so from time to time furnished, if not objected to, and as to the items not objected to within twenty-one days after delivery, shall be conclusive, and if and when objected to, the said accounts, or the items objected to, as the case may be, shall be referred to and settled by an accountant, to be agreed upon between the parties hereto, or, failing such agreement, to be nominated on the request of either party by the Board of Trade.

15. Every notice, account, or other writing to be given or transmitted for any of the purposes of this agreement by or on the part of either of the parties hereto to the other of them shall be deemed to be duly given or transmitted, if it be signed by the secretary or other agent of the Chatham Company or Gravesend Company, as the case may be, and be left by the other at their principal office, or be delivered personally to the secretary.

16. A standing arbitrator shall, in the month of January in each year, be appointed under the common seals of the Gravesend Company and the Chatham Company, and on failure of either of the parties to make such appointment he shall be appointed upon the application of either of the Companies by the Board of Trade, and every case in which any difference shall arise between the parties hereto touching the true intent or construction of this agreement, or touching anything to be done, suffered, or omitted in pursuance of this agreement, or touching any of the incidents or consequences of this agreement, or touching any claim or demand relating to any liability, damages, loss, costs, or expenses

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relating to the premises or any clause matter, or thing herein contained, shall be referred to and determined by such standing arbitrator, whose decision shall be final and enforceable accordingly, and every reference to arbitration under this agreement shall be proceeded with under and in conformity with the Common Law Procedure Act 1854.

17. Upon the passing of the Bill into an Act, and upon the seal of the Gravesend Company being affixed to a copy of this agreement, all personal liability in reference thereto on the part of the promoters shall be at an end.

18. This agreement shall be in perpetuity.

19. This agreement shall be subject to such alterations as Parliament may think fit to make therein, but if any material alteration be made therein, either Company may elect to vacate this agreement.

In witness whereof the said London, Chatham, and Dover Railway Company have hereunto affixed their common seal, and the parties hereto of the other part have affixed their hands and seals on the day and year first above written.

The common seal of the London, Chatham, and Dover Railway Company, in the presence of

JOHN MORGAN,
Secretary.

London, Chatham, and Dover Railway seal.

SYDNEY H. WATERLOW. L.S.

Signed, sealed, and delivered by the above-named Sir Sydney Hedley Waterlow, in the presence of

JOHN MORGAN,
Victoria Station, Pimlico, London.

F. B. NETTLEINGHAM. L.S.

Signed, sealed, and delivered by the above-named Frederic Beckley Nettleingham, in the presence of

CHRISTN. OSLAND,
Messrs. Higginson & Vigers,
3, Westminster Chambers, Solicitors.

SAMUEL SPALDING, L.S.

Signed, sealed, and delivered by the above-named Samuel Spalding, in the presence of

ARTHUR HIGGINSON,
Solicitor,
3, Westminster Chambers, S.W.

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