CHAPTER civ.

An Act to confer further powers on the London Brighton and South Coast Railway Company and for other purposes. A.D. 1894.

[20th July 1894.]

WHEREAS it is expedient that powers should be conferred upon the London Brighton and South Coast Railway Company (who are herein-after referred to as "the Company")—

To make the new railways between Croydon and Earlswood in this Act described;

To stop up certain paths and rights of way;

And to raise additional capital for the purposes of this Act and for the general purposes of their undertaking:

And whereas it is expedient to empower the Company and the London and South Western Railway Company to acquire certain lands in the parish of Portsea in the county of Southampton near their Joint Portsmouth Town Station and to authorise the Company and the London and South Western Railway Company to enter into and carry into effect an agreement with respect to their Epsom and Leatherhead Joint Railway as herein-after described:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and the lands required or which may be taken for the purposes thereof and plans of the lands which may be acquired under this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have been deposited with the respective clerks of the peace for the counties of Surrey and Southampton and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

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

A.D. 1894.

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 the London Brighton and South Coast Railway Act 1894.

Incorporation of general Acts.

2. The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. of the Railways Clauses Act 1863 (relating to the construction of a railway) are subject to the provisions of and except where varied by this Act incorporated with and form part of this Act.

Extending certain provisions of Companies Clauses Acts.

3. The clauses and provisions of the Companies Clauses Consolidation Act 1845 with respect to—

The distribution of the capital of the Company into shares;
The transfer or transmission of shares;
The payment of subscriptions and means of enforcing payment of calls;
The forfeiture of shares for non-payment of calls;
The remedies of creditors of the Company against the shareholders;
The borrowing of money by the Company on mortgage or bond;
The conversion of the borrowed money into capital;
The consolidation of shares into stock;
The general meetings of the Company and the exercise of the right of voting by the shareholders;
The making of dividends;
The giving of notices; and
The provision to be made for affording access to the special Act by all parties interested;

and also Parts I. II. and III. of the Companies Clauses Act 1863 (relating respectively to the cancellation and surrender of shares to additional capital and to debenture stock) as amended by the Companies Clauses Act 1869 shall subject to the provisions of this Act extend and apply to the capital and money hereby authorised to be raised by shares or stock or borrowing and the proprietors thereof.

Interpretation.

4. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction 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 any Act wholly or partly 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.

Power to make railways.

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 railways and works 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 deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say) :—

A railway (No. 1) 6 miles 4 furlongs and 8 chains or thereabouts in length commencing in the parish of Reigate in the county of Surrey by a junction with the main line of the Company's railway from London to Brighton near and to the northward of Earlswood station and terminating in the parish of Coulsdon in the same county in a field numbered 193 on the 25-inch Ordnance map :

A railway (No. 2) 3 miles 5 furlongs and 7·15 chains or thereabouts in length commencing by a junction with the Railway No. 1 at its termination in the said parish of Coulsdon herein-before described and terminating in the parish of Croydon by a junction with the Company's railway at the southern end of their South Croydon station.

For the protection of the Corporation of Croydon.

6. With reference to the works authorised by this Act to be constructed within the borough of Croydon the following provisions for the protection of the Corporation of Croydon shall have effect :—

(A.) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the bridges next herein-after mentioned for carrying Railway No. 2 over Croham Road Sussex Road and Selsdon Road in the parish of Croydon shall respectively be constructed of the following height and span and the Company shall be subject to the conditions with respect thereto herein-after contained :—

Name of Road.	No. on deposited Plan.	Headway not to be less than	Span between Abutments.
Croham Road -	193	16 feet	40 feet
Sussex Road -	126	15 feet	36 feet
Selsdon Road -	116	16 feet	36 feet

A.D. 1894.

(B.) The Company shall construct the said bridges mentioned in sub-section (A) as girder bridges and the same shall as far as practicable be made and maintained so as to prevent the dropping of water therefrom on to the said roads and the footpaths thereof and the parapets of such bridges shall be constructed and maintained of a height of not less than 5 feet above the rail level:

(C.) Notwithstanding anything contained in the London Brighton and South Coast Railway (Various Powers) Act 1892 or shown on the deposited plans and sections relating thereto the Company shall in carrying out Widening No. 2 by that Act authorised on the eastern side of the existing railway of the Company construct the bridge for carrying that widening over the said Croham Road of a similar height and span to that herein provided with respect to the bridge for carrying Railway No. 2 by this Act authorised over the same road on the western side instead of a bridge having a span of twenty-five feet and a headway of seventeen feet as provided by the said Act of 1892 Provided nevertheless that the Corporation of Croydon shall upon completion in accordance with the requirements of this section of the said bridge on the eastern side of the existing railway pay to the Company the difference in cost of construction between a bridge of forty feet span and the said bridge of twenty-five feet span provided for by the said Act the amount unless agreed to be settled by arbitration as herein-after provided:

(D.) If at any time after the passing of this Act the Corporation shall give notice in writing under the hand of the town clerk of the borough to the Company requiring them to alter any of the bridges carrying the existing railway of the Company over the three roads mentioned in sub-section (A) of this section and to reconstruct the same respectively with a clear headway throughout of not less than that specified in such sub-section above the present surface of the respective roads and with a clear span throughout of not less than that also therein specified the Company shall alter and reconstruct the bridge or bridges referred to in the said notice so as to correspond with the bridge or bridges to be made by them for carrying the works authorised by this Act over the said roads Provided nevertheless that the Company shall not be required to commence such alteration and reconstruction until Railway No. 2 by this Act authorised shall be open for traffic and that when the Company shall have altered and reconstructed the said bridge or bridges pursuant to any such notice the Corporation shall repay to the Company the costs of

such alteration and reconstruction the amount of which unless otherwise agreed shall be settled by arbitration as herein-after provided :

(E.) The Company shall not fix or exhibit or permit to be fixed or exhibited upon any of the said bridges any placard or advertisement except such as shall have been approved in writing by the said town clerk and if any placard or advertisement be fixed or exhibited contrary hereto the Corporation by their authorised officers may remove the same :

(F.) Any matter to be settled by arbitration under this section shall be referred to and determined by an engineer to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

For the protection of the London County Council.

7. For the protection of the London County Council (herein-after referred to as "the council") the following provisions shall have effect :—

(1.) Before entering upon the Cane Hill Asylum grounds for the purpose of constructing any works authorised by this Act the Company shall pay to the council the sum which may be agreed or failing agreement may be settled in accordance with the provisions of the Lands Clauses Acts as compensation for both temporary and permanent damage and injurious affection to and interference with the property of the council caused by the said works and for the easement required in connexion therewith :

The Company shall as far as practicable avoid interfering with trees in the asylum grounds :

(2.) Notwithstanding anything in this Act or anything shown on the deposited plans the Company shall not without the consent of the council be entitled to purchase any part of the lands forming the Cane Hill Asylum grounds but the Company may use for the temporary purposes of the construction of the works so much of those lands as are situate within the pink border shown on a plan dated 27th April 1894 and signed by Sir John Fowler on behalf of the Company and by Alexander Richardson Binnie on behalf of the council and may also acquire a perpetual easement in so much of those lands as may be necessary for the purposes of constructing a double line of railway in the position indicated on the said plans which easement the council may and shall sell and grant to the Company accordingly :

(3.) The Company shall before commencing any works in the Cane Hill Asylum grounds erect and shall during the progress of the works maintain on the west side of the area which will be

A.D. 1894.

occupied by those works a temporary fence entirely shutting off from the asylum grounds to the west of the said fence such portion of the grounds as will lie between such fence and the Croydon and Reigate Road This fence shall be in all respects to the satisfaction of the engineer of the council The Company shall on demand pay to the council all expenses to which the council may be put in providing such extra attendants not exceeding two as may in the opinion of the medical superintendent of the said asylum be required to protect the inmates of the asylum from risk of danger during the execution of any portion of the works :

(4.) If at any future time the Company require or are required by the council's engineer to execute any works of repair in the asylum grounds the preceding sub-section and sub-section (5) shall apply with regard to such works if the same shall involve any opening of the ground or any interference with or user of the surface and in that case temporary fencing shall be provided to enclose the site of such opening or of the surface interfered with or used :

(5.) The railway and works passing through the asylum grounds shall be at all times kept entirely covered with earth filling properly formed and sown with grass seeds if required by the council and in case of any subsidence of the surface the ground shall be properly filled in again levelled and sown with grass by the Company The whole of the works constructed by the Company in the asylum grounds including all temporary protective works shall be executed in all respects in accordance with fully detailed plans and sections to be previously submitted to and approved by the engineer of the council and in accordance with such reasonable instructions as he may from time to time give in writing to the Company's engineer The asylum grounds shall not be occupied by the Company in executing the original works or any subsequent works of repair for a longer period than shall be reasonably necessary and the Company shall proceed with the same continuously and with all possible despatch after the commencement thereof If the asylum grounds shall be occupied by the Company in executing the said works for a longer period than shall be reasonably necessary the council shall be entitled to compensation in respect thereof to be assessed in case of difference in manner provided by sub-section (1) of this section :

(6.) The Company shall at all times maintain the works in the Cane Hill Asylum grounds in a state of thorough repair and to

the reasonable satisfaction of the engineer of the council and if within one month after service of a notice by the council's engineer that any repairs are required the Company do not proceed with reasonable expedition to effect the same they shall be liable to pay to the council by way of liquidated damages a sum of five pounds per day for each and every day until such repairs are completed.

For the protection of main roads and bridges in the county of Surrey.

8. For the protection of main roads county bridges and approaches and other property in the county of Surrey be it enacted as follows :—

(A.) No works affecting any main road or bridge belonging to or under the control of the Surrey County Council or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor and such works shall be thereafter maintained by the Company at their own expense Provided that if the said surveyor omit to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such omission shall be deemed an approval :

(B.) For the purposes of this section the term "main road" shall mean a main road under and within the meaning of section 11 of the Local Government Act 1888 :

(C.) Except in the case of the before-mentioned omission of the county surveyor if the Company commence any works in contravention of this section they shall pay to the Surrey County Council by way of liquidated damages a sum of twenty pounds and a further sum of five pounds for every day on which the works shall be continued which sums may be recovered by the Surrey County Council with full costs of action in any court of competent jurisdiction :

(D.) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Surrey County Council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company shall effectually indemnify and hold harmless the Surrey County Council from all claims and demands upon or against them

A.D. 1894.

by reason of such execution or failure or of any such act or omission:

(E.) The costs charges and expenses of the said surveyor of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company:

(F.) The Company shall construct the bridges to carry Railway No. 1 by this Act authorised over the main road called or known as the Croydon and Reigate Road in the parish of Coulsdon as girder bridges and the same shall as far as practicable be made and maintained so as to prevent the dropping of water therefrom on to the said roads and the footpaths thereof and the span of such bridges shall respectively be of a clear inside width of forty-five feet and such bridges shall have a clear height from the surface of the road of not less than sixteen feet to the under side of the girders and the railway shall be constructed over the said road according to the centre line shown on the deposited plans and the Company shall not in the execution of the works alter the levels of the said road The Company shall also if required by the Surrey County Council provide efficient screens in connexion with the said bridges the position material length and height of which shall be agreed between the Company and the said council or failing agreement shall be settled by arbitration in manner herein-after provided:

(G.) The Company shall construct Railway No. 1 by this Act authorised between the point where the said railway will cross the existing line in the parish of Chipstead and the bridge to be erected under the powers of this Act for carrying the said railway over the Croydon and Reigate Road in the parish of Coulsdon so that the centre line shown on the deposited plans shall not be deviated towards that road more than ten feet:

(H.) The Company shall at their own expense from time to time provide lamps for lighting the existing bridge as well as that to be constructed under the powers of this Act over the Godstone Road at or near to Purley Station and shall at the like expense keep the same lighted from sunset to sunrise and at all such other times as artificial light shall be rendered necessary:

(I.) No works to be constructed by the Company under this Act shall alter the position of railways numbered 1 2 and 3 authorised by the Chipstead Valley Railway Act 1893 to a greater extent than shall be necessary to enable Railway No. 2

by this Act authorised to be constructed to the westward of the existing railway of the Company and immediately adjoining thereto together with the two parallel lines of sidings referred to in the proviso to section 48 of the said Chipstead Valley Railway Act 1893:

(K.) Any dispute or difference between the Company and the Surrey County Council with respect to any matter provided for in this section relating to the said council shall be referred at the expense of the Company to an arbitrator to be appointed at the request of either party by the President for the time being of the Institute of Civil Engineers and the decision of such arbitrator shall be final.

For protection of the Corporation of Reigate.

9. For protection of the mayor aldermen and burgesses of the borough of Reigate the following provisions shall unless otherwise agreed in writing between them and the Company have effect:—

(1.) The Company shall construct and thereafter maintain a bridge or bridges not less than eight feet in width protected by good and substantial closed in fences on each side thereof not less than four feet high with convenient approaches at each end of such bridge or bridges for carrying the footpaths crossing the fields numbered 25 and 27 on the deposited plans in the parish of Reigate and the bridle way numbered 26 on those plans in the same parish over the railway by this Act authorised:

(2.) The Company shall construct and thereafter maintain a subway or arch not less than eight feet in width and having a clear height of not less than ten feet for the passage under the railway by this Act authorised of the footpath crossing the fields numbered 41 and 43 on the said plans in the said parish of Reigate:

(3.) The Company shall provide and thereafter maintain and keep lighted every night from sunset to sunrise not less than two gas lamps in the arch or arches carrying their railway over Hooley Road in the borough and parish of Reigate.

For the protection of Robert Sibbald Nicol.

10. The Company shall when constructing the bridge to carry Railway No. 1 by this Act authorised over the road numbered 1 on the deposited plans in the parish of Merstham incline the said road where the present level of the same will be altered to pass beneath the said bridge to a gradient of 1 in 30 both up and down instead of a gradient of 1 in 20 as shown on the deposited sections and shall so carry out such work as to afford as convenient a connexion as possible

A.D. 1894.

between the said road and the private road of Robert Sibbald Nicol numbered 7 on the said plans in the same parish and the Company also shall erect the said bridge over the said road numbered 1 and the bridges over the roads numbered 11 and 39 on the said plans in the same parish of girder construction with spans between the abutments of thirty-six feet and headways of not less than fifteen feet instead of the respective spans and heights of twenty-five feet and fifteen feet as shown on the said sections.

For protection of the South Eastern Railway Company.

11. For the protection of the South Eastern Railway Company (in this section called "the South Eastern Company") the following provisions in addition to all other provisions for their protection contained in this Act or in any other Act relating to the Company shall have effect (that is to say) :—

(1.) Whereas by an agreement dated the 24th day of January 1890 and made between the Company of the one part and the South Eastern Company of the other part an award made by Sir Henry Oakley with regard to six sections of railway between London and Redhill owned partly by the Company and partly by the South Eastern Company and including two sections which at the time of the passing of this Act form the railway between Croydon and Redhill and are herein-after referred to as the Croydon and Redhill sections was confirmed for a period of ten years from the first day of January 1889 and under that award the interest on the capital cost of each of the sections as fixed by the award and the expenses of maintaining and renewing each of the sections and of maintaining and working the signals thereon are defrayed by the Company and the South Eastern Company in proportion to the train mileage as therein defined run by each Company over each section and the amount of rates and taxes as therein specified is borne by the Company and the South Eastern Company in proportion to their respective gross receipts from each section And whereas the Company will be able by the construction of the railways authorised by this Act to divert some trains running at the time of the passing of this Act on the Croydon and Redhill sections to the railways so authorised and it is expedient that notwithstanding that diversion the said agreement should apply to such diverted trains to the extent and in the manner herein-after provided :

Be it therefore enacted that for the purposes of the said agreement all trains run by the Company over the whole or any part of the Railways Nos. 1 and 2 authorised by this Act shall be deemed to have run over the said Croydon and Redhill

sections or the corresponding part thereof instead of over the said Railways Nos. 1 and 2 Provided nevertheless that in case the Company shall extend over the said Railway No. 2 to any point to the southward of South Croydon Station any service of local trains which at the date when the said railway shall be opened for traffic shall be running to or from South Croydon over the local lines of the Company between East Croydon and South Croydon and which local trains are not now taken into account for any purposes of the said agreement such local trains shall not for the purposes of this sub-section or of the said agreement be deemed to have run over any part of the said Croydon and Redhill sections and in case any dispute shall arise between the two companies as to whether any such trains run by the Company over the said Railway No. 2 are bonâ fide an extension of local trains using the said local lines of the Company between East Croydon and South Croydon or are trains which have been substituted for others which but for the construction of Railway No. 2 would have run over the Croydon and Redhill sections or some part thereof and on that account ought to be included for the purposes of the said agreement in the train mileage run by the Company on the Croydon and Redhill sections such dispute shall be referred to arbitration under Article 6 of the said agreement:

(2.) Save as provided by this section the enactments and agreements respecting the use and maintenance by the Company and the South Eastern Company of the railways existing at the time of the passing of this Act between London and Redhill and owned partly by the Company and partly by the South Eastern Company or otherwise relating to these railways shall not be in any way affected by anything contained in this Act or by the construction of the railways authorised thereby:

(3.) The Company shall construct the Railway No. 1 authorised by this Act in such a manner that the distance between the South Eastern Company's railway on the one side and the Railway No. 1 on the other side shall be not less than that herein-after provided viz.:—

(*a.*) At any point between the points marked A and B on the plan signed in duplicate by the Right Honourable the Earl of Morley the Chairman of Committees of the House of Lords herein-after referred to as the chairman's plan one copy of which has been deposited in the Office of the Clerk of the Parliaments a distance sufficient to enable the South Eastern Company to widen their railway on the eastern

A.D. 1894.

side thereof by the addition of two lines of railway with all necessary and proper sidings and other works incidental thereto provided that the space so required to be left by the Company for such widened lines sidings and works of the South Eastern Company shall not exceed fifty feet measured in an easterly direction from the present eastern boundary fence of the existing railway of the South Eastern Company ;

(*b.*) At any point between the points marked C and D on the chairman's plan a distance of not less than one hundred and fifty feet measured from the centre line of the South Eastern Company's railway to the centre line of the said Railway No. 1 ;

(*c.*) At any point between the points (on the west side of the South Eastern Company's railway) marked E and F on the chairman's plan a distance sufficient to enable the South Eastern Company to widen their railway on the west side thereof by the addition of two new lines of railway such two new lines being parallel with and immediately adjoining their existing lines ;

and the Company in the event of the South Eastern Company desiring to widen their railway at any point between the said points marked E and F on the chairman's plan shall if the South Eastern Company require it permit them to make use of any land lying between twenty-five feet from the centre of Railway No. 1 authorised by this Act as the same shall be constructed and the South Eastern Company's railway and if the South Eastern Company in carrying out any widening of their railway from Coulsdon to Redhill shall in consequence of the construction of Railway No. 1 by this Act authorised compelling them to erect a girder bridge or girder bridges instead of a brick bridge or brick bridges with piers be put to any additional expense in the reconstruction of the bridges carrying the existing roads between Coulsdon and Merstham tunnel over their existing railway the Company shall pay to the South Eastern Company the amount of such additional cost as the same may be agreed or in case of difference may be settled by an arbitrator to be nominated under the provisions of sub-section 10 of this section :

(4.) Notwithstanding anything shown upon the deposited plans the Company in constructing the Railway No. 1 by this Act authorised shall not where the same is shown on the said plans as to be constructed in tunnel on the eastern side of the

Merstham tunnel of the South Eastern Company deviate from the centre line thereof as shown on the said plans so as to bring the new tunnel to be constructed by the Company any nearer to the South Eastern Company's railway through Merstham tunnel than is shown on the said plans:

(5.) The Company shall six weeks before commencing the works referred to in this sub-section submit to the South Eastern Company detailed plans and drawings of any works proposed to be constructed by them at or near the point at which the Railway No. 1 authorised by this Act passes under the Tunbridge branch of the South Eastern Company's railway and unless within one month after the delivery of such plans to the South Eastern Company any objection is taken thereto by that Company they shall be considered to be approved and the Company shall be at liberty to proceed with the works but if the South Eastern Company shall within the period aforesaid object to such plans or any part thereof and the engineers of the respective companies shall be unable to agree upon the matters in difference the same shall be referred to arbitration under the provisions of sub-section 10 of this section:

The Company shall carry out any works at or near the before-mentioned point which interfere with or in any way affect the property of the South Eastern Company to the reasonable satisfaction and under the supervision of the engineer of the South Eastern Company and in accordance with the said approved plans and drawings or such as in case of difference may be settled by arbitration in manner herein provided:

(6.) The Company shall in like manner submit to the South Eastern Company detailed plans and drawings of the bridge proposed to be constructed by the Company for the purpose of carrying the Railway No. 1 authorised by this Act over the South Eastern Company's railway near Merstham and of all proposed works connected therewith and the same provisions with respect to the approval of the same by the South Eastern Company as are contained in the last preceding sub-section with regard to the works therein referred to shall have effect and the Company shall construct the said bridge and carry out all such works to the reasonable satisfaction and under the supervision of the engineer of the South Eastern Company and in accordance with the said approved plans and drawings or such as in case of difference may be settled by arbitration in manner herein-after provided:

A.D. 1894.

(7.) The Company in addition to paying to the South Eastern Company as herein provided any expenses incurred by them for the protection of their traffic during the construction of the said bridge shall pay to the South Eastern Company any expenses incurred by them in making any rearrangement of or addition to their signalling apparatus which on account of the existence of the bridge or the works connected therewith they may consider it necessary to make in order to insure the safe and speedy conduct of traffic over their railway and shall also indemnify the South Eastern Company against any loss damage or penalty to which that Company may become liable from any cause which may be proved to be attributable to the construction or existence of the bridge or the works connected therewith:

(8.) The Company shall not in the construction of the railways authorised by this Act obstruct or in any way interfere with the free and uninterrupted use of the railways belonging to or used by the South Eastern Company and if they do so shall pay to the South Eastern Company full damages for such obstruction or interference the amount whereof shall be recoverable from the Company in any court of competent jurisdiction Provided nevertheless that this provision shall not extend to prevent the Company from altering the present position of their own lines between Croydon and Stoat's Nest at any point where such alteration of position will enable them to carry out the works connected with Railway No. 2 without acquiring additional land or property therefor but any such alteration of lines shall be carried out without interference with the traffic:

(9.) The Company shall pay to the South Eastern Company all expenses incurred by the South Eastern Company in taking any measures which the South Eastern Company in their reasonable discretion may think requisite in consequence of and during the construction of the railways authorised by this Act for the protection of the traffic on the railways of the South Eastern Company either for signalling on or for watching or lighting these railways or otherwise in any way whatsoever:

(10.) If any question arises as to the reasonableness of any requirement of the engineer of the South Eastern Company under this section with respect to any plans or drawing or the carrying out or construction of any works that question shall be referred to an arbitrator to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and his decision shall be final.

A.D. 1894.

For the protection of the Chipstead Valley Railway Company.

12. For the protection of the Chipstead Valley Railway Company (herein-after called "the Chipstead Company") the following provisions shall have effect:—

(1.) In the construction of that part of Railway No. 2 by this Act authorised which will extend from the point where Railway No. 6 of the Chipstead Company will pass under the existing railway of the Company to the bridge carrying that railway over the Godstone Road at Purley Station and will lie between the existing railway of the Company and the authorised Railway No. 1 of the Chipstead Company the Company notwithstanding the limits of deviation shown on the deposited plans relating thereto shall not between the points aforesaid take under the powers of this Act any more land on the west side of their existing railway than shall be reasonably required for the purpose of carrying out the provisions of this Act by constructing Railway No. 2 as a widening of their existing railway on the western side thereof between the points aforesaid and as part of a general widening of their line from Stoat's Nest to South Croydon such widening to be limited to the necessary works for carrying two running lines of railway which shall be laid adjoining to and parallel with the present running lines of the Company except for a distance of one hundred and forty yards southward of Godstone Road where such lines may be carried to the westward an additional distance not exceeding at any point ten yards in order to allow of the necessary alterations to Purley Station consequent upon the said widening and in addition to such running lines two lines of sidings adjoining to and parallel with and to the west of the said two new running lines for a distance of nine hundred feet to the southward of Purley Station:

(2.) If the Company shall construct the embankment for such new lines and sidings before the Chipstead Company construct their said railways the Chipstead Company shall be at liberty when they construct the said railways to add to the said embankment constructed by the Company so as to permit of their said railway being laid immediately adjoining to the said widened lines and sidings of the Company but if the Chipstead Company shall construct their said railway before the Company commence their works in respect of Railway No. 2 by this Act authorised then the Chipstead Company shall leave sufficient space between their works and the present embankment of the Company to enable the Company afterwards to construct the widened lines and sidings referred to in sub-section (1) of this section between

A.D. 1894.

their existing railway and the said railway of the Chipstead Company and the Company shall in such case be at liberty to add to the embankment of the Chipstead Company:

(3.) Neither Company shall between the points referred to in sub-section (1) of this section commence carrying out the works sanctioned by this Act or by the Chipstead Valley Railway Act 1893 until a plan shall have been prepared showing the area of land proposed to be occupied by the works within such length and until such plan shall have been agreed between the engineers for the time being of the two companies or failing agreement shall have been settled by arbitration as herein-after provided The duty of preparing such plan shall devolve upon the engineer of the Company first commencing to carry out their authorised works and disagreement shall be assumed in the event of either Company failing to approve the plan submitted by the other Company's engineer within fourteen days after delivery thereof to him:

(4.) In the event of either Company using for the purposes of their works any land belonging to the other Company at the time of the passing of this Act or subsequently acquired by them the amount which shall be payable by the Company so using such land to the other Company shall in default of agreement be settled by arbitration as herein-after provided:

(5.) If the Chipstead Company by reason of the works of the Company for carrying the road known as Stoat's Nest Road over Railway No. 2 by this Act authorised and over their existing railway so as to abolish the present level crossing at Stoat's Nest Station shall be put to any additional expense in the construction of the bridge to be provided by them for carrying the said road over their Railway No. 3 the Company shall on demand pay to the Chipstead Company the amount of such additional expense as the same may be agreed or failing agreement may be settled by arbitration as herein-after provided:

(6.) Any matter in dispute between the two Companies to be referred to arbitration under sub-sections (3) and (5) of this section shall be referred at the request of either Company to an arbitrator to be nominated for the purpose by the President for the time being of the Institution of Civil Engineers and any matter in dispute with respect to the amount to be paid by either Company to the other for user of land under sub-section (4) shall at a like request be referred to an arbitrator to be nominated for the purpose by the President for the time

being of the Surveyors' Institute and in either case the decision of the arbitrator shall be binding upon both Companies.

Power to take easements by agreement.

13. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege 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.

Inclination of roads.

14. In altering for the purposes of this Act the road in the parish of Coulsdon numbered 12 on the deposited plans in that parish the Company may make the same of any inclination not steeper than 1 in 14.

Closing certain footpaths over the Company's property.

15.—(1.) The Company having constructed a footbridge over their Wimbledon and Croydon Branch Railway at or near the point where the footpath next herein-after described crosses the said railway may stop up so much of the footpath in the parish of Merton and county of Surrey crossing the said Wimbledon and Croydon Branch Railway at a point 14 chains or thereabouts south-eastward of the point where the said railway crosses High Street Merton as is within the boundaries of the Company's property and as is shown on the deposited plans as to be stopped up.

(2.) When the Company have constructed a footbridge over the Wimbledon and Croydon Branch Railway at or near the point where the footpath next herein-after described crosses the said railway the Company may stop up so much of the footpath leading from Wandle Villa to Rock Terrace Level Crossing (crossing the said Wimbledon and Croydon Branch Railway) in the parish of Mitcham in the said county of Surrey at a point about 47 chains to the north-westward of Mitcham Station on the said railway as is within the boundaries of the Company's property and is shown on the deposited plans as to be stopped up.

(3.) All rights of way over the said portions of footpaths respectively so far as they are within the said boundaries shall thereupon cease and be extinguished.

Period for compulsory purchase of lands.

16. The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

A.D. 1894.

Period for completion of railways.

17. If the railways authorised by this Act 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 railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Railways to form part of railways of the Company.

18. The railways and the works connected therewith respectively executed under the authority of this Act and the part of the Epsom and Leatherhead Railway when vested in the Company as herein-after mentioned shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the London Brighton and South Coast Railway and comprised in the undertaking of the Company.

Lands for extraordinary purposes.

19. The quantity of land to be taken by the Company under the powers of this Act by agreement in connexion with their undertaking for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed five acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land so taken.

Penalty on Company if railways not completed.

20. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in respect of which default is made is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway in respect of which default is made and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway in respect

of which default is made by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

21. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway in respect of which default shall have been made as aforesaid 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 High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

Restrictions on displacing persons of labouring class.

22.—(1). The Company shall not under the powers of this Act purchase or acquire in any city borough or urban sanitary district or in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the 15th day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(*a.*) Shall have obtained the approval of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as that Board shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate

A.D. 1894.

neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(*b.*) Shall have given security to the satisfaction of that Board for the carrying out of the scheme.

(2.) The approval of the Local Government Board to any scheme under this section may be given either absolutely or conditionally and after that Board have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced:

Provided that the Local Government Board may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the Local Government Board may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by that Board out of the High Court.

(5.) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the Local Government Board by action in the High Court and shall be carried to and form part of the consolidated fund of the United Kingdom:

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7.) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking:

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the Local Government Board may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as they may see fit.

(8.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(9.) The Local Government Board may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(10.) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any Provisional Order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(11.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which

A.D. 1894.

have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Local Government Board under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Local Government Board is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of that Board they might have been sufficient to accommodate.

(12.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

(13.) The provisions of this section mutatis mutandis shall extend and apply to the Company and the London and South Western Railway Company in relation to the powers of purchasing and holding lands conferred on the said two companies by this Act.

Power to Company and London and South Western Railway Company to acquire additional lands.

23. Subject to the provisions of this Act the Company and the London and South Western Railway Company (herein-after called "the two Companies") may enter upon and take compulsorily and may hold for the improvement and enlargement of their railway stations and works and for the construction of sidings and other station purposes the lands herein-after described which are delineated upon the deposited plans and described in the deposited books of reference :—

(*a.*) Lands in the parish of Portsea in the county of Southampton bounded on the north by Station Street Landport on the south by the railway and premises of the two Companies on the east by premises belonging to George Male and on the west by premises belonging to Maria Abbinnett with the buildings thereon lately known as the Portsmouth Alhambra :

(*b.*) Lands in the said parish of Portsea bounded on the north by Station Street Landport on the east by the "Olive Branch" public house situate at the corner of Dorset Street and Station

Street and on the south and west by property of the two Companies.

Agreement with London and South Western Railway Company.

24. The Company on the one hand and the London and South Western Railway Company on the other hand may enter into and carry into effect an agreement for vesting in the Company certain lands at Epsom in the county of Surrey forming part of the Epsom and Leatherhead Railway belonging as to part to the two Companies jointly and as to other part to the London and South Western Railway Company together with the railway and works thereon.

London and South Western Railway Company may apply funds.

25. The London and South Western Railway Company may apply to the purposes of this Act which they are authorised to carry into effect any of the moneys which they have now in their hands or which they have power to raise by virtue of any Acts relating to them and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Company may apply their funds and raise additional capital.

26. The Company may apply towards the construction of the railways and works by this Act authorised and other purposes of this Act any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised and the Company may subject to the provisions of Part II. of the Companies Clauses Act 1863 raise any additional capital not exceeding in the whole three hundred and sixty thousand pounds by the issue at their option of new ordinary shares or stock or new preference shares or stock or wholly or partially by any one or more of those modes respectively which shares or stock shall form part of the general capital of the Company.

Shares or stock not to vest until one-fifth part paid up.

27. The Company shall not issue any share or stock created under the authority of this Act nor shall any such share or stock vest in the person accepting the same unless and until a sum not being less than one-fifth of the amount of such share or the whole of such stock shall have been paid in respect thereof.

Qualification of new shares or stock.

28. Except as by or under the powers of this Act otherwise provided the new shares or stock issued under the powers of this Act shall in proportion to the aggregate amount thereof from time to time held by the same person at the same time and paid up entitle the respective holders thereof to the same dividends and profits and confer on them the like qualifications and the like right of voting as the like amount of shares or stock of the Company of the same class or description.

A.D. 1894.

Power to borrow.

29. The Company may in respect of the additional capital of three hundred and sixty thousand pounds which they are by this Act authorised to raise from time to time borrow on mortgage of their undertaking any sum not exceeding in the whole one hundred and twenty thousand pounds but no part thereof shall be borrowed until shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted and one-half of such capital 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 shares for the whole of such capital have been issued and accepted and that one-half of such capital 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 until stock for one-half of so much of the said additional capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or corporations or 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 certificate shall be sufficient evidence thereof.

Debenture stock.

30. 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 after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all principal moneys secured by such mortgages.

Existing mortgages to have priority.

31. All mortgages granted by the Company in pursuance of the powers of any Act of Parliament before the passing of this Act and subsisting at the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act but nothing in this section contained shall affect any priority of the interest of any debenture stock at any time created and issued by the Company.

Appointment of receiver.

32. All enactments in force under any Act relating to the Company with respect to the appointment of a receiver by mortgagees of the undertaking of the Company are hereby repealed but without prejudice to any appointment made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such enactment.

The mortgagees of the undertaking 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 not be less than ten thousand pounds in the whole.

Application of moneys.

33. All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall be applied to the purposes of this Act and to the general purposes of the Company being in each case purposes to which capital is properly applicable.

Receipt in case of persons not sui juris.

34. If any money is payable to a shareholder or mortgagee or debenture stock holder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Interest on calls not to be paid out of capital.

35. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise 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.

36. 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 to execute any other work or undertaking.

Provision as to general railway Acts.

37. 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

A.D. 1894.

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.

Costs of Act.

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

Printed by Eyre and Spottiswoode,
FOR
T. Digby Pigott, Esq., C.B., the Queen's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
EYRE AND SPOTTISWOODE, East Harding Street, Fleet Street, E.C.; or
JOHN MENZIES & Co., 12, Hanover Street, Edinburgh, and
90, West Nile Street, Glasgow; or
HODGES, FIGGIS, & Co., Limited, 104, Grafton Street, Dublin.