CHAPTER cxxvi.

An Act for incorporating the Shortlands and Nunhead Railway Company and for authorising the Construction of a Railway in the Counties of Kent and Surrey and for other purposes. [12th August 1889.]

A.D. 1889.

WHEREAS the construction of the railway hereinafter described from the main line of the London Chatham and Dover Railway near Shortlands station on that railway to the Blackheath and Greenwich Branch of the said railway near the Nunhead Junction station thereon would be of public and local advantage:

And whereas the several persons hereinafter named with others are willing at their own expense to carry the undertaking into execution on being incorporated into a company for the purpose:

And whereas it is expedient that the Company and the London Chatham and Dover Railway Company (hereinafter referred to as "the Chatham Company") be empowered to enter into and carry into effect agreements as hereinafter provided and that the agreement between the Company and the Chatham Company a copy of which agreement is set forth in the Third Schedule to this Act (hereinafter referred to as "the scheduled agreement") should be confirmed:

And whereas plans and sections showing the line and levels of the railway authorised by this Act and 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 respective clerks of the peace for the counties of Kent and Surrey and are hereinafter respectively referred to as the deposited plans sections and books of reference:

And whereas the purposes 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

A.D. 1889.

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 Shortlands and Nunhead Railway Act 1889.

Incorporation of Acts.

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 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and 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.

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 expressions "the railway" and "the undertaking" mean respectively the railway and the undertaking 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 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.

Interpretation of term "parish clerk."

4. The expressions "parish clerks" and "clerks of the several parishes" in sections seven eight and nine of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively.

Company incorporated.

5. The Right Honourable William Viscount Lewisham Sir John Farnaby Lennard Baronet John Cator William Stewart Forster Alfred George Renshaw 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 Shortlands and Nunhead 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.

6. 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 hereinafter described with all proper stations sidings bridges viaducts rails tanks tunnels roads buildings yards 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 that purpose The railway herein-before referred to and authorised by this Act will be situate in the counties of Kent and Surrey and is—

A railway four miles five furlongs six and a quarter chains or thereabouts in length commencing by a junction with the main line of the London Chatham and Dover Railway near Shortlands station on that railway and terminating by a junction with the Blackheath and Greenwich Branch of the London Chatham and Dover Railway near the Nunhead Junction station.

Powers of deviation.

7. In the construction of the railway and works by this Act authorised the Company may deviate laterally from the lines thereof shown on the deposited plans to any extent within the limits of deviation shown on those plans and may notwithstanding anything in the Railways Clauses Consolidation Act 1845 contained to the contrary deviate vertically from the levels thereof marked on the deposited sections to such an extent as may be found necessary or convenient for the purpose of avoiding accommodating or preserving sewers drains railways and other public works or constructions Provided always that it shall not be lawful for the Company to deviate either laterally or vertically beyond the limits prescribed by the Railways Clauses Consolidation Act 1845 as amended by the Railways Clauses Act 1863 without the consent of the Board of Trade.

For protection of streets sewers &c.

8. Notwithstanding anything in this Act contained the following provisions shall have effect with respect to such part of the railway and works as are to be constructed and made and such of the powers of the Company as are to be exercised within the Administrative

A.D. 1889.

County of London and shall be deemed to be provisions for the protection of the London County Council (hereinafter called "the Council") (that is to say):—

(1) Every bridge to be constructed by the Company for carrying the railway over any road or street shall have a clear headway throughout of not less than sixteen feet above the existing surface of the road or street and shall have a clear span throughout not less than forty feet measured on the square except that in the case of the Westdown Road the headway may be fifteen feet:

Provided that such span shall not in any case be less than the clear width of the road or street including the footways and areas and forecourts where any such exist and where any road or street including such footways areas or forecourts is more than forty feet wide the Company may divide the span of the bridge by placing iron columns on the road or footway in such manner and position as may be reasonably approved by the Council but no such span shall be required to be more than sixty feet:

(2) Every such bridge shall as far as practicable be constructed so as to deaden the sound of engines carriages and traffic passing over it and so that water shall not run or come through any part of the bridge and drop into or upon the road street or path under the same Every bridge whether for carrying the railway over any road or street or for carrying any road or street over the railway shall be constructed with fences or screens on both sides of the railway carried up to such a height and continued and maintained for such a distance on both sides of the road as effectually to screen passing trains from view of the road to the satisfaction of the Board of Trade:

(3) With respect to communications to be provided across the railway for public convenience the following provisions shall apply:—

(A) Between the point where the railway will cross the boundary of the metropolis at the distance shown on the deposited plans of four furlongs or thereabouts from the commencement of the railway and the termination of the railway as shown on the deposited plans the Company shall (inclusive of the bridges to be provided over existing roads streets and footpaths) provide and maintain not less than three bridges for vehicular and foot traffic in every mile of railway:

(b) Each such bridge where the communication will be provided under the railway shall have a clear span of not less than forty feet throughout measured on the square and shall have a headway of not less than fifteen feet clear throughout above the present surface of the ground:

(c) When any new street or road shall be completed in connection with any of the communications under or over the railway provided for by this sub-section such communication so far as within the boundary of the Company's property shall be formed drained and metalled by the Company to the satisfaction of the Lewisham District Board as part of the street or road Provided that nothing in this section shall be deemed in any way to prejudice or affect any question between the Company and the owners of any land affected by the railway as to accommodation works to be provided by the Company:

(4) In all cases where the railway will cross the river Ravensbourne bridges of a suitable width and headway shall be constructed:

(5) All the bridges to be constructed for carrying the railway over any existing road or street or any road or street to be hereafter formed for public use shall so far as the same are open to public view be of an ornamental description and the Company shall not exhibit or permit to be exhibited upon any of the bridges or works authorised by this Act within view of any public road or street any placards or advertisements and if any placard or advertisement shall be affixed or exhibited in contravention of this provision the Council may remove the same by their servants or workmen but this provision shall not prevent the Company from exhibiting on the exterior of any station any placards giving information to the public as to the traffic of the Company:

(6) The Company shall not execute or commence the erection of any bridge over any existing public road or affecting the river Ravensbourne or the Lewisham Recreation Ground until they shall have given to the London County Council twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the said Council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the said Council shall have signified their approval of the same unless the said Council fail to signify such approval or their disapproval or other directions within twenty-one days after

A.D. 1889.

service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the said Council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the Council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the said Council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Council by the Company on demand:

(7) Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Council or with any sewers or works to be made or executed by the council or shall or may in any way affect the sewerage or drainage under their control the Company shall not commence such works until they shall have given to the Council twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the office of the Council with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the Council shall have signified their approval of the same unless the Council do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Council in the execution of the said works and shall provide by new altered or substituted works in such manner as the said Council shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works hereinbefore referred to by reason of the said intended works or any part thereof and shall save harmless the Council against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the Council at the costs charges and expenses in all respects of the Company and

all costs charges and expenses which the Council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the Council by the Company on demand and when any new or altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the Council as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the Council but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed:

(8) If any difference shall arise between the Company and the Council upon or with reference to the plans sections or particulars to be delivered as aforesaid or to the mode of carrying out any works or the necessity for any new altered or substituted works or the amount of any costs incurred by the Council and under this section payable by the Company or as to any other matter or thing arising under the provisions of this section such difference shall be determined in manner provided by the Railway Companies Arbitration Act 1859 by an engineer to be appointed by the Board of Trade on the application of either party and the decision of such arbitrator shall be final and binding and the costs of such arbitration shall be in the discretion of the arbitrator The provisions of this sub-section shall extend and apply to any difference between the Council the Board of Works for the Lewisham district and the Company touching anything to be done or not to be done under this or the next following section.

For protection of Lewisham Local Board.

9. Notwithstanding anything in this Act contained except where inconsistent with the enactments for the protection of the London County Council in this Act contained the following provisions for the protection of the Board of Works for the Lewisham district (in this section called the District Board) shall have effect with respect to such part of the railway and works as are to be constructed and made and such of the powers of the Company as are to be exercised within the said district (that is to say):—

(1) Every bridge to be constructed by the Company for carrying the railway over under or across any road or street in the

A.D. 1889.

district shall be of the full width of the road or street to be crossed where such road or street including footpaths is more than forty feet wide and in all other cases every bridge shall be so constructed as to give the full width of road including footpaths of forty feet thereunder such width to be measured between the boundary fences of the properties on either side of the road and at right angles to the direction of the road Where any bridge is more than forty feet in width the Company may reduce the span of the bridge by fixing columns on the road or path in such manner and position as may be approved by the district board but no road including footpaths shall be required to be more than fifty-five feet wide Every bridge to be constructed over a road or street in the district shall as far as practicable be constructed so as to deaden the sound of engines carriages and traffic passing over it and so that water shall not run or come through any part of the bridge and drop into or upon the road street or path under the same :

(2) Notwithstanding anything shown on the deposited sections the bridge over the road numbered 22 on the deposited plans and the approaches thereto shall be so constructed as to give a gradient of one in forty and the bridges over the roads numbered 108 and 122 on the deposited plans and the approaches thereto shall be so constructed as to give a gradient of one in sixty in each such road :

(3) In all cases where the railway is constructed under any road or street in the district provision shall be made for sewerage although there may not be any sewer in the road at the time of the construction of the railway In each such case the Company shall construct a sewer under the railway of such reasonable size and at such depth as may be approved by the district board and any additional work to be done in making any extra depth or length of sewer to obtain an outfall for each such sewer shall on demand be paid by the Company to the district board :

(4) The Company shall find and provide an outfall to the satisfaction of the district board for and in substitution of the existing eighteen-inch pipe sewer between Brockley Lane and Brockley Road if such sewer be cut through by the Company's works :

(5) All works in connection with sewers rendered necessary by the Company's works shall be carried out by the Company or the district board as may be agreed but at the expense of the Company in either case :

(6) In every case where the railway will cross over a public footpath or right of way the bridge carrying the railway shall be of a clear width of 20 feet with a headway of fifteen feet and in every case where the railway crosses under a public footpath or right of way the bridge shall be of a clear width of twenty feet In the event of the Company obtaining the requisite statutory authority for diverting any public footpath or right of way the above conditions with regard to the construction of any bridge for carrying the railway over such footpath or right of way will not be required and shall not apply :

(7) The following roads shown upon the deposited plans within the limits of deviation that is to say Adenmore Gardens Merritt Road Darfield Road and Howson Road shall not be altered in level width or in any other manner except so far as may be necessary for adjusting the levels of such streets to the altered levels of roads crossed by the railway or in order to comply with other requirements of the board without the consent in writing of the district board :

(8) In all cases where the railway will cross the river Ravensbourne bridges of a suitable width and headway shall be constructed :

(9) The district board shall have subject to subsection 14 power to determine the size and level of every culvert to be constructed in connection with the railway in connection with any watercourse or other easement or right of way for water which is under the jurisdiction of the district board and no such watercourse or easement or right of way shall be stopped up or diverted without the consent in writing of the district board previously obtained for that purpose :

(10) The Company shall in constructing their said works cause as little injury as possible from cartage and haulage over the roads in the Lewisham district and shall make good or pay the costs of making good all damage done to such roads by extra haulage and cartage in constructing and carrying on the said works :

(11) The Company shall from time to time on demand pay to the district board all costs charges and expenses which the board may from time to time incur by or in consequence of the intended works (including the cost of superintendence of any works affecting any roads or sewers during the construction or alteration of the said works) or by or in consequence of the

A.D. 1889.

exercise of any of the powers conferred upon the Company by this Act:

(12) The Company shall for the public convenience and in addition to the bridges to be constructed over across or under the roads streets and footpaths previously referred to in this section provide and maintain bridges for vehicular and foot traffic so that there are at least three bridges in every mile of the railway but not necessarily at equal distances apart such bridges being provided according to the requirements of the owners of the property through which the railway will pass in laying out and forming the roads upon their estates Each such bridge shall not be less than forty feet in width and shall have a headway of not less than fifteen feet:

(13) All the bridges to be constructed for carrying the railway over any existing road or street or any road or street to be hereafter formed for public use shall so far as the same are open to public view be of an ornamental description and according to plans or elevations to be approved by the district board and the Company shall not exhibit or permit to be exhibited upon any of the bridges or works authorised by this Act within view of any public road or street within the district any placards or advertisements and if any placard or advertisement shall be affixed or exhibited in contravention of this provision the district board may remove the same by their servants or workmen but this provision shall not prevent the Company from exhibiting on the exterior of any station any placards giving information to the public as to the traffic of the Company:

(14) In the case of any matter requiring the approval of the district board the approval or disapproval of the same shall be signified within twenty-one days after the next board meeting following the submission of plans of the same and if no disapproval is signified within such time the district board shall be taken to have approved the plans submitted:

(15) If any difference should arise between the district board and the Company touching this section or anything to be done thereunder or the requirements of the district board such difference shall be determined in manner provided by the Railway Companies Arbitration Act 1859 by an engineer to be appointed by the Board of Trade (unless otherwise agreed on) on the application of either party and for the purposes of the said Act of 1859 the district board shall be deemed to be a railway company within the meaning of that Act:

(16) Except as expressly enacted by this Act nothing in this Act contained shall extend or be deemed or construed to extend to prejudice diminish alter or take away any of the rights powers authorities or privileges vested in the district board but all such rights powers authorities and privileges vested in the district board shall be as good valid and effectual as if this Act had not been passed anything herein contained to the contrary notwithstanding.

For the protection of the Corporation of the City of London.

10. Notwithstanding anything shown on the deposited sections or anything in this Act to the contrary the Company shall not without the consent of the Corporation of the city of London as trustees of the Bridge House Estates raise the levels of any part of the road (or the footpath thereof) numbered 108 on the deposited plans in the parish of Lewisham more than one foot and any part of the road (or the footpath thereof) numbered 122 on the said plans in the said parish more than two feet above the existing levels of such roads respectively as shown on the said deposited sections.

For protection of the mains pipes and works of the Kent Waterworks Company.

11. Before executing any of the works by this Act authorised over under or within five feet of any of the mains pipes or other works of the company of proprietors of the Kent Waterworks (hereinafter called "the Water Company") the Company shall give to the Water Company seven days notice in writing of the intended works to be carried out by them and the works to which such notice applies shall be carried out according to the plans to be reasonably approved by the engineer of the Water Company before any such works shall be begun and if sanctioned shall be carried out under the superintendence and to the reasonable satisfaction of such engineer who may appoint and employ such necessary inspectors and watchmen as he may think proper to superintend the execution of the work and to secure the safety of such mains pipes and other works of the Water Company and the cost of all such works as well as the superintendence thereof shall be borne and defrayed by the Company and all such works shall be carried out so as not to cause any injury to any such mains pipes or other works of the Water Company or any interruption of the supply of water to its consumers and if any injury owing to or by reason of the construction or repair of any of the said works by this Act authorised shall arise to any such main pipe or other works of the Water Company or interruption of any such supply of water the Company shall make full compensation in respect thereof to the said Water Company Provided always that the Water Company shall express their approval or disapproval of the plans submitted within seven days of their submission and if no such approval or

A.D. 1889.

disapproval be expressed the Company may execute the works in accordance with the plans submitted.

Where the Company is authorised to do any work under any existing street road or other public thoroughfare or place wherein the Water Company is authorised or may be required to lay its mains or pipes and shall construct any bridge tunnel or other work for the preservation or otherwise in respect of such street road or public thoroughfare or place the Company shall leave or provide sufficient space above or through the arches in the case of brick bridges and between the girders in the case of girder bridges to allow mains or pipes of the Water Company to be laid with such proper protection from frost or otherwise as the engineer of the Water Company may think necessary And where such protection cannot be afforded for laying the mains or pipes over any of such bridges tunnels or other works the Water Company may at the expense of the Railway Company lay such mains or pipes over or under the railway by the side of any such bridge or otherwise but so as not to interfere with the user of the railway by the Railway Company and the Railway Company shall permit the Water Company to lay at the expense of the Water Company any main or pipe over or under the railway at such other points as may from time to time be necessary Where the mains or pipes shall be laid or carried across the railway all such works shall be done under the superintendence and to the satisfaction of the engineer of the Railway Company for the time being and if any difference arise between the said engineer and the engineer of the Water Company as to the way in which the said works shall be carried out or as to any other matter under this section relating thereto the same shall be referred to the arbitration of a competent engineer to be appointed upon the application of either party by the president for the time being of the Institution of Civil Engineers the costs of such arbitration to be borne as such arbitrator may direct.

For protection of the Brighton Railway and of the Brighton Railway Company.

As to crossing of Brighton Railway.

12. The following provisions shall apply and have effect for the protection of the London Brighton and South Coast Railway (hereinafter called "the Brighton Railway") and of the London Brighton and South Coast Railway Company (hereinafter called "the Brighton Company"):—

(1) The bridge to be constructed by the Company in the parish of Lewisham for carrying the railway over the Brighton Railway shall unless the Brighton Company shall otherwise consent be constructed so as to cross the railway by a single span and shall be so constructed as to admit of the widening

of the Brighton Railway by the construction and maintenance of two additional lines of rails (making six in all) and the said bridge and all works connected therewith shall be executed according to plans and sections previously submitted to and approved by the engineer of the Brighton Company and under his superintendence and to his satisfaction in all respects but in all things at the expense of the Company:

Provided that if the Brighton Company do not within one month after the said plans and sections shall have been so submitted to them object to the same by notice in writing served upon the Company the said plans and sections shall be deemed to have been approved for the purpose of this Act and if the Brighton Company make any such objection then unless the said plans and sections be agreed between the two Companies or their respective engineers within fourteen days after the service of such objections any matter in difference shall be settled by arbitration as hereinafter provided Provided also that any piers placed on any land belonging to the Brighton Company to support the said bridge shall be placed only in positions approved by the engineer of the Brighton Company:

Maintenance of bridge.

(2) The Company shall at all times maintain in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Brighton Company the said bridge and the abutments and any piers placed on the property of the Brighton Company and if and whenever the Company fail so to do the Brighton Company may make or do in and upon as well the land of the Company as their own land all such works and things as may be reasonably requisite in that behalf and the reasonable amount of such expenditure shall be repaid to them by the Company and in default of payment may be recovered from the Company with full costs in any court of competent jurisdiction:

Protection of works of Brighton Company &c.

(3) The Company shall not without first obtaining the consent of the Brighton Company under the hand of their secretary take use or in any way interfere with any of the land rails works or property of the Brighton Company but the Company may purchase and take and the Brighton Company shall sell and grant accordingly an easement or right of using such land for the purpose of constructing and maintaining the said bridge and works in accordance with the provisions of this section:

Expenses of watching &c.

(4) The Company shall bear and on demand pay to the Brighton Company all their reasonable expenses during the construction

A.D. 1889.

or any subsequent repair of the said bridge and works of employing a sufficient number of inspectors and watchmen to be appointed by the Brighton Company for watching their railway works and property and for preventing as far as may be all interference danger and accident from any of the operations or from the acts or defaults of the Company or of their contractors or any persons in the employment of the Company or of their contractors and also all their reasonable expenses of any alterations which the Brighton Company from time to time deem necessary to make whether temporary or permanent in any signals or signalling arrangements during or by reason of the construction of the said bridge and works and also of maintaining any new or additional signals rendered necessary by reason of the construction of the said bridge:

Penalty in case of obstruction or injury.

(5) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any persons in the employ of the Company or of their contractors the Brighton Railway or any of the works connected therewith shall sustain any injury or damage 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 Brighton Company may make good the same and recover the expense thereof with full costs from the Company in any court of competent jurisdiction And if any injury damage or delay shall be occasioned to any passenger or other traffic on the Brighton Railway by reason of any of the matters or causes aforesaid the Company shall on demand pay to the Brighton Company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such injury damage or delay such costs expenses and compensation to be recoverable from the Company as last aforesaid and with full costs:

Arbitration.

(6) Any difference which may from time to time arise between the Company and the Brighton Company under any of the provisions of this section shall be determined by an arbitrator to be appointed by agreement between the Company and the Brighton Company or in default of agreement by the Board of Trade.

For protection of the South Eastern Railway Company.

13. In constructing and maintaining the bridge carrying the railway by this Act authorised over the South Eastern Railway in the parish of Lewisham the Company shall be subject to the following provisions and conditions for the protection of the South

Eastern Railway Company (hereinafter called "the South Eastern Company") (that is to say):—

(1) The Company shall not enter upon take use or interfere with the railway of the South Eastern Company or any of the lands or works of that Company all or any of which are hereinafter referred to as "the South Eastern Railway" or execute any works whatever over or affecting the same until the Company shall have delivered to the South Eastern Company plans and drawings of such intended works and those plans and drawings shall have been approved in writing by the engineer for the time being of the South Eastern Company or settled as hereinafter provided by arbitration and those intended works over or affecting the South Eastern Railway shall be executed by the Company according to the plans and drawings so approved or settled and under the superintendence and control and to the reasonable satisfaction of the engineer for the time being of the South Eastern Company Provided that if the said engineer shall not approve or disapprove the said plans and drawings within one month after they are submitted to him he shall be deemed to have approved the same and if any objection be taken to such plans by the said engineer then unless the same be agreed between the Company and the South Eastern Company the matters in difference between them shall be determined by arbitration in manner hereinafter provided:

(2) The Company shall construct the said bridge of one clear span of forty-seven feet measured on the square and of a clear height of fourteen feet throughout from the level of the existing lines of the South Eastern Railway so as to enable the South Eastern Company hereafter to widen their railway by the addition of two lines of railway to be laid down in such manner as their engineer may determine but parallel to and at the same level as the existing lines of railway of the South Eastern Company:

(3) The Company shall at all times maintain the bridge and the works necessary and incidental thereto in substantial repair good order and condition under the superintendence and to the reasonable satisfaction in all respects of the engineer of the South Eastern Company and if and whenever the Company fail so to do the South Eastern 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 may be reasonably requisite in that behalf and the reasonable amount of such their expenditure shall be repaid to them by the Company and in default of

A.D. 1889.

repayment may be recovered with full costs by that company from the Company in any court of competent jurisdiction:

(4) During the construction of the said bridge the Company shall bear and on demand pay to the South Eastern Company all expense of employment by them of a reasonably sufficient number of inspectors signalmen and watchmen to be appointed by that Company for watching their railway and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any persons or person in the employment of the Company or their contractors with reference thereto The said bridge shall be constructed and maintained so that the traffic upon the South Eastern Railway shall not be in anywise impeded or interfered with:

(5) If by reason of the construction or the failure of the said bridge or of any of the works connected therewith or of the maintenance thereof or of any act or omission of the Company or of their contractors the South Eastern Railway shall be injured or damaged the Company shall pay to the South Eastern Company all costs loss damages and expenses to which that company may be put thereby and shall also pay by way of liquidated damages to the South Eastern Company fifty pounds for every hour during which such traffic shall be impeded upon the South Eastern Railway:

(6) The Company shall indemnify the South Eastern Company for any damage or compensation which may be recovered against them by reason of the interruption of the traffic on the South Eastern Railway or by reason of any accident thereon which interruption or accident shall have been occasioned by the acts or defaults of the Company or any of their contractors or their respective servants or workmen:

(7) The Company shall not acquire any estate or interest in the lands and property of the South Eastern Company other than an easement or right of constructing and maintaining thereon the works by this Act authorised which easement or right the South Eastern Company are hereby required to sell and grant to the Company:

(8) The amount to be paid for the acquisition of such easement shall in case of dispute be settled in the manner provided by the Lands Clauses Consolidation Act 1845 with respect to the purchase of lands otherwise than by agreement:

(9) Nothing in this Act contained shall extend to diminish prejudice alter or take away any of the rights privileges or powers of the South Eastern Company otherwise than as is by this Act expressly provided:

(10) Any difference which may arise between the two Companies under any of the enactments in this section contained or with reference thereto shall be from time to time settled by arbitration in the manner provided by the Railway Companies Arbitration Act 1859 for the settlement of disputes by arbitration.

For protection of West Kent Main Sewerage Board.

14. Where the railway or other works to be executed under the powers conferred by this Act are to be constructed over or across any sewer of the West Kent Main Sewerage Board the Company shall not reduce the discharging power of the sewer and shall so carry the railway over or across the sewer as not to injure the sewer by the working of the railway and so as not to alter the level of the invert of the sewer or reduce the internal height of the sewer to a less height than four feet six inches or diminish its internal discharging capacity and if the construction of any works of the Company shall in any way affect the level of the sewer or cause damage thereto otherwise than aforesaid the sewer shall be reinstated and restored at the cost of the Company and any works of the Company crossing or affecting the sewers or easements of the West Kent Main Sewerage Board shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of that board and according to plans to be submitted to and reasonably approved by him before such works are begun Provided always that if such plans be not disapproved by the said engineer within twenty-one days of their submission they shall be taken as approved and the said engineer may appoint and employ such necessary inspectors and watchmen as he may think proper to superintend the execution of the works and to secure the safety of the sewer and the reasonable cost of all such works as well as the superintendence thereof as before provided for shall be borne and defrayed by the Company Provided always that any difference or dispute arising between the Company and the board with regard to the works to be done under the powers and provisions of this Act shall from time to time be referred to and settled by an engineer to be agreed upon between the Company and the board or failing such agreement to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers.

A.D. 1889.

For protection of the London School Board.

15. The Company shall within six months of the passing of this Act acquire the whole of the land in the parish of Lewisham coloured pink on the plan signed in duplicate by Theodore Fry the Chairman of the Committee of the House of Commons to whom the Bill for this Act was in its passage through Parliament referred and deposited in the Parliament Office and the Private Bill Office of the House of Commons together with any temporary or other buildings thereon and shall pay for the said land and buildings such compensation as shall in the event of difference between the Company and the board be assessed by an arbitrator or jury as the case may be and the arbitrator or jury in assessing such compensation shall take into account the cost to which the board may be put in obtaining another good and sufficient and equally suitable site of at least equal area for the purposes of erecting a school thereon for the provision of the children in subdivision A F of the Greenwich division and in assessing such cost shall take into consideration the purchase-money paid or to be paid by the board for such new site and the cost if any of providing temporary accommodation for the said district in substitution for the temporary accommodation now being provided on the said land and also all parliamentary conveyancing legal or other costs charges or expenses reasonably incurred by the said board in acquiring such other good and sufficient and equally suitable site and temporary accommodation together with interest at five per cent. upon all payments made by the board in respect of such new site or the acquisition thereof from the respective dates of each such payment until repayment thereof by the Company also if the existing site be interfered with all costs incurred by the said board in opposing the Bill for this Act and the Company shall further pay all the costs of and incident to the inquiry if any held before the arbitrator or jury as the case may be for the purpose of assessing such compensation as aforesaid Provided always that if the Company allow the said board to use the said land gratis for the purpose of temporary accommodation or shall provide gratis other land and buildings equally suitable for such temporary accommodation then no compensation shall be paid to the said board in respect of a site for temporary accommodation.

For protection of land of Christ's Hospital.

16. For the protection of the Mayor and Commonalty and Citizens of the City of London Governors of the possessions revenues and goods of the hospitals of Edward late King of England the Sixth of Christ Bridewell and St. Thomas the Apostle as Governors of Christ's Hospital (hereinafter called "the Governors") the following provisions shall unless otherwise agreed between the Company and the Governors have effect:—

A.D. 1889.

(1) The Company shall construct over the railway at the point shown on the deposited plans four miles from the commencement thereof a bridge in line with the existing footbridge over the London Brighton and South Coast Railway The said new bridge shall have a clear width of not less than forty feet throughout between the parapets thereof and the approach thereto on the east side shall have such an inclination as shall failing agreement be settled as hereinafter provided but such inclination shall not be in any event steeper than one in twenty-five The said bridge shall be constructed with a proper carriage and footway in such a manner as to provide for the future extension thereof over the London Brighton and South Coast Railway in or near the line of the said existing footpath:

(2) The Company shall also construct a main drain which shall commence on the western side of the railway at or near the point shown on the deposited plans as four miles one furlong from the commencement of the railway and shall be carried thence under the railway to a point on the western boundary of the London Brighton and South Coast Railway opposite a road called Comerford Road The said drain shall be constructed in such line as shall failing agreement be settled as hereinafter provided and the said drain shall have the same capacity as the sewer beneath Comerford Road:

(3) The said new bridge and sewer shall be constructed according to a plan section and specification previously submitted to and reasonably approved by the surveyor of the Governors:

(4) Any difference which may arise between the Company and the Governors under this section shall be determined by arbitration in accordance with the provisions of the Railways Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

For the protection of the Haberdashers' Company.

17. In carrying into effect the provisions of this Act the Company shall unless otherwise agreed between them and the Master and four wardens of the Fraternity of the Art. or Mystery of Haberdashers in the city of London (hereinafter referred to as "the Governors") be bound by and conform to the following provisions (that is to say):—

(1) The Company shall concurrently with the construction of their railway upon the land to be purchased from the Governors at their own expense under the supervision and to the reasonable satisfaction of the surveyor to the Governors reconstruct and make good to a width of not less than forty feet clear between the parapets the existing approach at the east end of the bridge

A.D. 1889.

crossing the Crystal Palace Line of the London Chatham and Dover Railway Company and numbered 1 on the plan signed by John Wolfe Barry on behalf of the Company and Henry Stock on behalf of the Governors (which plan is in this section referred to as "the signed plan") so far as the same is situate upon or over the land to be purchased by the Company from the Governors And in case the Company shall find it necessary to rebuild (wholly or partially) or extend or prolong the said bridge numbered 1 on the said plan they shall do so under such supervision and to such satisfaction as aforesaid and in such manner that the bridge when so rebuilt or the rebuilt part thereof or such extension or prolongation thereof as aforesaid shall be of such minimum width as aforesaid:

(2) The Company shall at the same time or at any time afterwards at their own expense under the supervision and to the reasonable satisfaction of the Governors surveyor construct under their railway and land to be purchased by them from the Governors a sewer in direct continuation of and of the same character and dimensions and in the same line as any sewer which may be constructed by the Governors under the said Crystal Palace Line between the points "C" and "D" shown on the signed plan or within a distance of one hundred and twenty feet from the said points either to the north or south thereof and such sewer shall be constructed at such depth and with such fall as the surveyor to the Governors shall reasonably direct and the Company shall continue such sewer for a distance of ten feet into and under the Governors land immediately adjoining and to the eastward of the land acquired by the Company for the construction of the railway Provided that if the Company shall on commencing the construction of their railway upon the land to be purchased from the Governors by a written notice require the Governors surveyor to notify to the Company the line dimensions fall and character of the said sewer so to be constructed by the Company as aforesaid the Governors surveyor shall notify such particulars within one month after the receipt of such notice and in case the Governors surveyor fails so to notify such particulars the provisions of this sub-section shall cease to have effect:

(3) The Company shall if so required by the Governors at the same time that they purchase the land required for the construction of their railway also purchase all the severed land of the Governors which will lie between the railway by this Act authorised and the aforesaid Crystal Palace Line of the London

Chatham and Dover Railway Company the situation of which land is delineated on the signed plan:

(4) The compensation to be paid to the Governors for the additional land purchased from them by the Company pursuant to the last preceding sub-section of this section shall be ascertained paid and disposed of in the same manner as the compensation to be paid for the land purchased from the Governors by the Company for the purpose of constructing their railway.

For protection of Joseph Bates.

18. Whereas the railway is proposed to be constructed across a piece of land No. 79 on the deposited plans in the parish of Lewisham the freehold whereof is vested in Joseph Bates and which is subject to certain restrictive covenants And whereas the said Joseph Bates is lessee of nineteen houses four of which are situate in Ravensbourne Park and fifteen in Westdown Road Lewisham And whereas damage will be caused to the said houses and their value reduced by the construction of the embankment and archway intended to cross the Westdown Road and also by the erection of a station upon the said property No. 79:

And whereas it is doubtful whether the said Joseph Bates or the owner or owners for the time being of the said lands and houses would but for this section be entitled to compensation for any damage to the said houses and to the said Westdown Road Be it therefore enacted:

(1) If the Company take any portion of the said property numbered 79 on the deposited plans they shall if so required by the said Joseph Bates or the owner or owners for the time being of the said property numbered 79 take the whole of that property and shall indemnify the said Joseph Bates or the owner or owners for the time being of the said lands and houses against any action for breach of the covenants affecting the same committed by the Company:

(2) The Company shall compensate the said Joseph Bates or the owner or owners for the time being of the said lands and houses for all damage or depreciation caused to the aforesaid houses by reason of the construction of the railway and works by this Act authorised And in assessing the amount of such compensation the arbitrator shall have regard to the costs and expenses which have been incurred by the said Joseph Bates in opposing the Bill for this Act in Parliament:

(3) The amount of such compensation shall if not agreed be determined by an arbitrator to be agreed between the said Joseph Bates or the owner or owners for the time being of the

A.D. 1889.

said lands and houses and Mr. Robert Vigers or failing agreement then by an arbitrator to be appointed by the President of the Surveyors Institution.

As to recreation ground.

19. (A) Notwithstanding anything in this Act or shown on the deposited plans the Company shall if required by the London County Council or by the Lewisham District Board of Works within three months of the passing of this Act divert the line of railway between the points A and B to the extent shown by the red line on the plan signed in duplicate by Thomas Lord Brassey the Chairman of the Committee of the House of Lords to whom the Bill for this Act was during its passage through Parliament referred and deposited in the Parliament Office and Private Bill Office of the House of Commons in the manner shown on that plan and in that case the following provisions shall take effect.

(B) The Company shall carry the said diverted line of railway over the River Ravensbourne and the portion of the existing recreation ground between the points C and D on the said plan by means of a bridge of an ornamental character of such length dimensions and design as may be reasonably approved by the said County Council within twenty-one days of the submission of plans of the same.

(C) The Company shall not acquire more of the said recreation ground than one rood and eight perches.

(D) The Company shall acquire the land lying westward of the embankment of the said diverted railway and between it and the existing boundary of the said recreation ground estimated at one acre one rood and twenty-seven perches and coloured pink on the signed plan in exchange for the portion of the recreation ground required by the Company and estimated at one rood and eight perches and shall transfer and vest the said first-named area of land to and in the London County Council and such land shall at all times thereafter be held by the said County Council as part of the said recreation ground.

(E) The Company shall not erect any telegraph posts on the railway between the points A and B so as to be visible from the recreation ground but shall carry their telegraph wires below the level of the upper surface of the embankment of the railway.

(F) For the purpose of affording access to the recreation ground the Company shall (if so required by the London County Council at any time before they commence the construction of the portion of the railway lying between the points A and B) construct at the point marked E on the signed plan a bridge of not less than forty feet in width and having a headway of not less than thirteen feet

A.D. 1889.

throughout the span and at the point marked H on the said plan a bridge of not less than twenty feet in width and having a headway of not less than thirteen feet throughout the span Provided that the Company and the said County Council may agree on other means of communication between the recreation ground and Adenmore Gardens in substitution for the bridges above referred to The wing or retaining walls of the bridge at the point marked E shall be so constructed as to leave a clear space of not less than fifteen feet between the railway works and the river Ravensbourne.

(G) The Company shall to the satisfaction of the County Council divert as shown on the plan or as nearly as may be thereto the River Ravensbourne at the point of crossing and fill up the bed thereof where diverted so that it shall not interfere with communication through the said bridge between the severed portions of the recreation ground And the piece of ground which will intervene between the portion of the river so diverted and the recreation ground shall be thrown into and form part of the recreation ground.

(H) The Company shall plant the embankment of their railway for the whole of its length adjoining the recreation ground with shrubs and trees in an ornamental manner and to the reasonable satisfaction of the said County Council and such planting shall be from time to time maintained and renewed by and at the expense of the Company to the satisfaction of the Council.

(I) The Company shall not without the consent of the County Council deviate the levels of their railway between the points A and B shown on the signed plans to a greater extent upwards than two feet nor to any extent downwards.

(J) If any difference arise touching the provisions of this section the same shall be referred to an arbitrator to be appointed on the application of any of the parties by the Board of Trade.

Capital.

20. The capital of the Company shall be three hundred and twenty thousand pounds in sixteen thousand shares of twenty pounds each and shall be issued as and consist of the following classes (that is to say):—

"A" capital - - - - -	two hundred and twenty thousand pounds
and	
"B" capital - - - - -	one hundred thousand pounds.

Shares not to be issued until one-fifth paid.

21. 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

A.D. 1889.

less than one-fifth of the amount of such share is paid in respect thereof.

Calls.

22. One-fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three-fourths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipt in case of persons not sui juris.

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

As to dividend.

24. With respect to dividend upon the shares in the capital of the Company the following provisions shall have effect (that is to say) :—

(1) "A" shares shall be entitled to a guaranteed dividend of three and a half per cent. in accordance with the terms of the scheduled agreement but unless the Company on or before the first issue of such shares at a general meeting of the Company specially convened for the purpose determine to attach thereto a further dividend (in addition to the said guaranteed dividend) the holders of "A" shares shall not be entitled to participate in any profits of the Company beyond the amount of such guaranteed dividend and unless otherwise expressly provided by the resolution creating the same no person shall be entitled to vote in respect of any "A" shares held by him :

(2) The "B" shares shall not be entitled to a dividend in any year unless and until the guaranteed dividend shall have been paid for that year upon the amount for the time being paid up on the "A" shares :

(3) In the event of the Company attaching to the "A" shares any further dividend as aforesaid such dividend shall be payable out of the balance to be paid to the Company under article 13 of the scheduled agreement after the payment thereout of a dividend of three and a half per cent. upon the "B" shares and subject to the payment of such dividend to the holders of "B" shares the "A" shares shall (to the extent of the further dividend so attached to them) rank pari passu with the "B" shares.

Power to borrow.

25. The Company may from time to time borrow on mortgage of the undertaking any sums not exceeding in the whole one hundred and six thousand pounds and of that sum they may borrow not exceeding in the whole fifty thousand pounds in respect of the

first one hundred and fifty thousand pounds of their capital issued and accepted and one-half paid up as hereinafter provided and fifty-six thousand pounds in respect of the remaining one hundred and seventy thousand pounds of capital so issued accepted and paid up but no such borrowing powers shall be exercised until the whole of the capital in respect of which the same are to be exercised 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 the whole of such portion of 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 portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and the Company have proved to such justice as aforesaid before he so certifies that such shares were issued and accepted bonâ fide and are held by the persons or corporations to whom the same were issued or their 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 Provided always that the Company shall not exercise the powers by this section conferred upon them until they shall have completed the railway from Nunhead to Catford.

For appointment of a receiver.

26. The mortgagees of the undertaking 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.

Debenture stock.

27. 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 and of all mortgages at any time created and issued or granted by the Company under this or any subsequent Act shall subject to the provisions of any subsequent Act rank pari passu (without regard to the dates of the securities or of the Acts of Parliament or resolutions by which the stock and mortgages were authorised) and shall have priority over all principal moneys secured by such mortgages Notice of the effect of this enactment shall be endorsed on all mortgages and certificates of debenture stock.

A.D. 1889.

Application of moneys.

28. All moneys raised under this Act whether by shares debenture stock or borrowing shall be applied only for the purposes of this Act to which capital is properly applicable.

First ordinary meeting.

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

Number of directors.

30. The number of directors shall be six but the Company may from time to time reduce and again increase the number of directors but so that the number shall be never less than three nor more than six.

Qualification of directors.

31. The qualification of a director shall be the possession in his own right of not less than twenty-five shares.

Quorum.

32. The quorum of a meeting of directors shall be three.

First directors.

33. The Right Honourable William Viscount Lewisham Sir John Farnaby Lennard Baronet John Cator William Stewart Forster Alfred George Renshaw and one other duly qualified person to be nominated by them or the majority of 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 they continue 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 hereinbefore contained for altering the number of directors) elect persons to supply the places of the directors then retiring from office agreeably 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.

Lands for extraordinary purposes.

34. The Company may take by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 any quantity of land not exceeding eight acres but nothing 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 taken under the powers of this section.

Period for compulsory purchase of lands.

35. The powers of the Company 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.

Power to take easements &c. by agreement.

36. Persons empowered by the Lands Clauses Consolidation Act 1845 to sell or 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.

Owners may be required to sell parts only of certain lands and buildings.

37. And whereas in the construction of the railway and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of certain of the houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the houses or other buildings or manufactories described in the First Schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Limited owners may take shares &c.

38. Subject to the provisions hereinafter contained it shall be lawful for but not obligatory upon any limited owner (which term shall in this section mean any person or persons by whom the power of sale conferred by section 7 of the Lands Clauses Consolidation Act 1845 may under the authority of the said section be lawfully exercised) named in the Second Schedule to this Act of any lands shown on the deposited plans and described in the deposited books of reference required by the Company for the purposes of the railway or any part or parts thereof or any station siding road

A.D. 1889.

approach building works or other conveniences connected therewith to agree with the Company that the consideration to be paid for the same and the compensation (if any) to be paid for any permanent damage or injury to any such lands in case of such agreement as aforesaid shall be wholly or in part the allotment to such limited owner of such number of shares (whether "A" or "B") in the capital of the Company or of debenture stock of the Company as shall be agreed upon between such owner and the Company:—

(1) All shares issued to any limited owner pursuant to this section shall be deemed to be fully paid-up shares in the capital of the Company and the consideration for any debenture stock issued pursuant to this section to any such owner shall be deemed to have been fully paid and the names of the owners thereof respectively shall be registered as such in the register of shareholders and register of debenture stockholders:

(2) All shares or debenture stock issued pursuant to this section to any limited owner shall be held upon the like uses and trusts and for the same purposes and in the same manner as the lands in consideration for which such shares or stock are issued stood settled or were subject immediately before the conveyance of such lands to the Company:

(3) The Company shall not be bound to see to the application of any dividend or interest payable to a limited owner or be in any way responsible with respect to the application thereof.

Restrictions on displacing persons of the labouring class.

39. The Company shall not under the powers of this Act purchase or acquire in any parish in the Metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or in any other city borough or urban sanitary district or 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 fifteenth 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 in the case of the Metropolis of the Secretary of State for the Home Department or in any other case 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 the said Secretary of State or the Local Government Board (as the case may be) 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 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 the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) 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 said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4) Any condition subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme under this section 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 the said Secretary of State or the Local Government Board (as the case may be) out of the High Court of Justice.

(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 said Secretary of State or the Local Government Board (as the case may be) by action in the High Court of Justice 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

A.D. 1889.

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 beyond the Metropolis 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 passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment:

Provided also that the said Secretary of State or the Local Government Board (as the case may be) 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) All buildings erected or provided by the Company within the Metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act 1855 and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) 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.

(10) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries which they

may deem necessary in relation to any scheme under this section and for giving effect to the provisions of this section to be held by inspectors to be appointed by the said Secretary of State (which inspectors the said Secretary of State is hereby empowered to appoint) or by the inspectors of the Local Government Board as the case may be and all such inspectors shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(12) 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.

(13) For the purposes of this section the expression "labouring class" includes mechanics artizans 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 such persons who may be residing with them.

Certain lands not to be taken.

40. Notwithstanding anything contained in this Act or in the deposited book of reference or shown on the deposited plans the Company shall not without the consent of John Tompsett Noakes or other the owner or owners for the time being of that property enter upon take or use any portion of the plantation in the parish of Lewisham referred to in the said book of reference by the number 111 in that parish.

Deposit money not to be repaid except so far as railway is opened.

41. 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 twelve thousand one hundred and fourteen pounds five shillings and a penny two pounds fifteen shillings per cent. consolidated stock being equal to five per centum upon the amount of the estimate in respect of the railway has been transferred into the name of the Paymaster-General for

A.D. 1889.

and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for this Act which sum is referred to in this Act as the deposit fund Be it enacted that notwithstanding anything contained in the said Act the said deposit fund shall not be 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 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 deposit fund which bears to the whole of the deposit fund the same proportion as the length of the railway so opened bears to the entire length of the railway the High Court of Justice in England shall on the application of the depositors or the majority of them order the portion of the deposit fund specified in the certificate to be 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 deposit.

42. 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 the 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 High Court of Justice in England may seem fit and if no such compensation is payable or if a portion of the deposit fund has been found sufficient to satisfy all just claims in respect of such compensation then the deposit fund or such portion thereof as may not be required as

aforesaid shall either be forfeited to Her Majesty and accordingly be transferred to or for the account of Her Majesty's Exchequer in such manner as the Court thinks fit to order on the application of the Solicitor to 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 Court 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 deposit fund has been retransferred to the depositors or has become otherwise applicable as hereinbefore mentioned any interest or dividends accruing thereon shall from time to time and as often as the same shall become payable be paid to or on the application of the depositors.

Period for completion of works.

43. If the railway is 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Tolls for passengers and animals:

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

In respect of passengers and animals conveyed on the railway—

Class 1. For every person conveyed in a first-class carriage per mile twopence:

Class 2. For every person conveyed in a second-class carriage per mile one penny halfpenny:

Class 3. For every person conveyed in a third-class carriage per mile one penny:

Class 4. For every horse mule or ass or other beast of draught or burden conveyed in or upon any carriage per mile two pence:

Class 5. For every ox cow bull or head of neat cattle conveyed in or upon any carriage per mile one penny halfpenny:

Class 6. For every calf pig sheep or lamb or other small animal conveyed in or upon any carriage per mile one halfpenny:

For goods.

In respect of goods conveyed on the railway—

Class 7. For all coals coke culm slack cannel cinders lime limestone sand clay (except fire clay) chalk dung compost and all sorts of common manure and all undressed materials for the repair of highways clay ironstone and iron ore per ton per mile one penny

A.D. 1889.

Class 8. For all pig iron bar iron and all other similar descriptions of wrought iron and iron castings not manufactured into utensils or other articles of merchandise guano and artificial manure undressed stones for building pitching and paving bricks tiles common slates fire clay charcoal bats copper tin lead and other ores per ton per mile one penny halfpenny :

Class 9. For all sugar grain corn flour potatoes hides (dried and salted) dyewoods timber staves deals and metals (except iron) tin plates nails anvils vices hoop iron sheet iron and chains per ton per mile twopence :

Class 10. For lace furs silk drapery millinery china glass cotton wool manufactured goods drugs and all other wares merchandise fish articles matters or things except small parcels and single articles of great weight as hereinafter defined per ton per mile threepence :

In respect of carriages conveyed on the railway—

Class 11. 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 if having more than two wheels per mile fourpence and if having only two wheels per mile threepence and for every additional quarter of a ton up to four tons which any such carriage weighs one penny per mile in addition if such carriage have more than two wheels and three farthings per mile in addition if the same have only two wheels.

Tolls for carriages &c.

45. For carriages supplied by or belonging to the Company the Company may (in addition to the other tolls by this Act authorised) demand or take for or in respect of goods articles matters or things persons or animals comprised in any of the classes hereinbefore specified any tolls not exceeding the tolls next hereinafter mentioned in connection with the class in which such goods articles matters or things persons or animals are respectively comprised (to wit) :—

For Class 1 for each person per mile one penny :
For Class 2 for each person per mile three farthings :
For Class 3 for each person per mile one halfpenny :
For Class 4 for each animal per mile one penny :
For Class 5 for each animal per mile one penny :
For Class 6 for each animal per mile one halfpenny :
For Class 7 per ton per mile one halfpenny :
For Class 8 per ton per mile one halfpenny :

For Class 9 per ton per mile three farthings:
For Class 10 per ton per mile one penny:
For Class 11 for each carriage per mile twopence.

Tolls for propelling power.

46. 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 in addition to the several other tolls or sums by this Act authorised to be taken.

Regulations as to tolls.

47. 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 animals 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 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 imperial 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 of great weight.

48. With respect to small parcels and single articles of great weight notwithstanding 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 but not exceeding fourteen pounds in weight fivepence:

A.D. 1889.

For any parcel exceeding fourteen pounds but not exceeding twenty-eight pounds in weight sevenpence:

For any parcel exceeding twenty-eight pounds but not exceeding fifty-six pounds in weight ninepence:

And for any parcel exceeding fifty-six pounds and not exceeding one hundred pounds in weight one shilling and for every additional one hundred pounds in weight beyond one hundred pounds up to five hundred pounds ninepence:

For any parcel exceeding five hundred pounds in weight such sum as the Company think fit:

Provided always that articles sent to one and the same consignee in large aggregate quantities although made up in separate parcels of one and the same article 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 any single article the weight of which including the carriage exceeds four tons but does not exceed eight tons the Company may demand and take any sum not exceeding sixpence a ton a mile:

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

Maximum rates for passengers.

49. 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 the sum of threepence per mile:

For every passenger conveyed in a second-class carriage the sum of twopence per mile:

For every passenger conveyed in a third-class carriage the sum of one penny per mile.

Maximum rates for animals and goods.

50. 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 loading and unloading of goods at any terminal station in respect of such goods and for delivery and collection and any other service incidental to the business or duty of a carrier (where any such service is

performed by the Company) shall not exceed the following sums (that is to say) :— A.D. 1889.

Class 4. For each animal fourpence per mile:
Class 5. For each animal threepence per mile:
Class 6. For each animal one penny per mile:
Class 7. One penny halfpenny per ton per mile:
Class 8. Twopence per ton per mile:
Class 9. Threepence per ton per mile:
Class 10. Fourpence per ton per mile:
Class 11. For every carriage if having more than two wheels and not weighing more than one ton five pence and one penny farthing for every additional quarter of a ton and if having only two wheels fourpence per mile and one penny for every additional quarter of a ton:

Tolls for separate waggons.

Provided also that when a separate waggon or truck shall be retained by one person for the conveyance only of cattle or sheep belonging to him or under his charge the aggregate of the tolls to be paid for such waggon or truck capable of containing six oxen or twenty-five sheep and not containing more than that number shall not exceed one shilling per mile.

Passengers luggage.

51. 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.

52. 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.

53. 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.

54. 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

A.D. 1889.

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

Application of provisions of Railway and Canal Traffic Act 1888 as to revision of rates.

55. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the Companies to which the provisions of the said enactment in terms applied Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be three years from the date of the passing of this Act or such further time as the Board of Trade may permit.

Power to enter into traffic arrangements.

56. 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 Railway and Canal Traffic Acts 1873 and 1888 from time to time enter into carry into effect or rescind agreements with respect to the following purposes or any of them (that is to say):—

The working use management and maintenance by the Chatham Company of the railway and works of the Company or any part or parts thereof:

The management regulation interchange collection transmission and delivery of traffic upon or coming from or destined for the railways of the two Companies or either of them:

The supply and maintenance under any agreement for the railway being worked and used by the Chatham Company of engines stock and plant necessary for the purposes of such agreement and the employment of officers and servants for the conduct of traffic:

The fixing collection payment appropriation apportionment and distribution of the tolls rates income and profits arising from the respective railways and works of the two Companies or either of them or any part thereof:

The appointment of joint committees for carrying into effect any such agreement or agreements.

Confirming agreement with the Chatham Company.

57. The agreement a copy of which is set forth in the Third Schedule to this Act made between the promoters of the Bill for this Act and the Chatham Company is hereby confirmed and made binding upon the Company and the Chatham Company respectively and full effect may and shall be given thereto Provided always that the said agreement shall be subject to revision by the Railway and Canal Commission in the manner provided by section 27 of

the Railways Clauses Act 1863 as amended by the Railway and Canal Traffic Acts 1873 and 1888.

Saving for Postmaster General.

58. Nothing in this Act or in the agreement set forth in the Third Schedule to this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is worked by the Chatham Company.

Tolls on traffic conveyed partly on the railway and partly on Chatham Railway.

59. During the continuance of any working agreement to be entered into under the provisions of this Act 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 and in estimating the amount of tolls and charges in respect of traffic conveyed partly on the railway of the Company and partly on the railways of the Chatham Company for a less distance than three miles tolls and charges may only be charged as for three miles and in respect of passengers for every mile or fraction of a mile beyond three miles tolls and charges as for one mile only and in respect of animals and goods for every quarter of a mile or fraction of a quarter of a mile beyond three miles tolls and charges as for a quarter of a mile only and no other short-distance charge shall be made for the conveyance of passengers animals or goods partly on the railway of the Company and partly on the railways of the Chatham Company.

Power to pay interest out of capital during construction.

60. Notwithstanding anything in this Act or any Act or Acts incorporated therewith contained it shall be lawful for the Company out of any money by this Act authorised to be raised to pay interest at such rate not exceeding three pounds and ten shillings per centum per annum as the directors may determine to any shareholder on the amount from time to time paid up on the "A" shares held by him from the respective times of such payments until the expiration of the time limited by this Act for the completion of the works by this Act authorised or such less period as the directors may determine but subject always to the conditions hereinafter stated (that is to say):—

(A) No such interest shall begin to accrue until the Company shall have obtained a certificate from the Board of Trade that

A.D. 1889.

two-thirds at least of the capital in "A" shares authorised by this Act in respect of which such interest may be paid has been actually issued and accepted and is held by shareholders who or whose executors administrators or assigns are legally liable for the same:

(B) No such interest shall accrue in favour of any shareholder for any time during which any call on any of his shares is in arrear:

(C) The aggregate amount to be so paid for interest shall not exceed twenty thousand pounds and the amount so paid shall not be deemed share capital in respect of which the borrowing powers of the Company may be exercised but such borrowing powers shall be reduced to the extent of one-third of the amount paid for interest as aforesaid:

(D) Notice that the Company has power so to pay interest out of the capital shall be given in every prospectus advertisement or other document of the Company inviting subscriptions for shares and in every certificate of shares:

(E) The half-yearly accounts of the Company shall show the amount of capital on which and the rate at which interest has been paid in pursuance of this section:

Save as hereinbefore set forth 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.

61. 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 to 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.

62. 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.

Costs of Act.

63. 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.

A.D. 1889.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

Describing houses buildings manufactories and premises of which portions only may be taken.

Parish or Place.	Numbers on deposited Plans and in deposited Books of Reference.
Lewisham	55 56 57 60 61 and 63

THE SECOND SCHEDULE.

Albemarle Cator William Stewart Forster Alfred George Renshaw The Earl of Dartmouth The Earl of Saint Germans	As trustees of the will of the late Major John Forster.

THE THIRD SCHEDULE.

An Agreement made the thirteenth day of March one thousand eight hundred and eighty-nine between Sir John Farnaby Lennard of Wickham Court in the county of Kent Baronet and John Cator of Woodbastwick in the county of Norfolk Esquire on behalf of themselves and all other the promoters of the Bill hereinafter mentioned of the one part and the London Chatham and Dover Railway Company (hereinafter called "the Chatham Company") of the other part.

Whereas the parties hereto of the first part (hereinafter called "the Promoters") are promoting a Bill in the present session of Parliament to incorporate a Company to be called "the Shortlands and Nunhead Railway Company" (hereinafter called "the Shortlands Company") and to authorise such last-mentioned Company to construct the following railway that is to say A railway four miles five furlongs six and a half chains or thereabouts in length commencing by a junction with the main line of the London Chatham and Dover Railway near Shortlands station on that railway and terminating by a junction with the Blackheath and Greenwich Branch of the London Chatham and Dover Railway near the Nunhead Junction station And whereas the convenience of the public and the interest of the promoters as representing the Shortlands Company and of the Chatham Company would be promoted by the working by the Chatham Company of the railway intended to be authorised by the said Bill when made in connection with the existing railways of the Chatham Company and the parties hereto have determined to enter into and execute these presents by way of agreement as hereinafter appearing And whereas by sections 8 and 14 of the said Bill it is proposed to enact as follows so far as is material that is to say by section 8 "The capital of the Company "shall be three hundred and fifty thousand pounds in seventeen thousand five "hundred shares of twenty pounds each and shall be issued as and consist of "the following classes that is to say 'A' capital two hundred and twenty "thousand pounds and 'B' or deferred capital one hundred and thirty "thousand pounds" Section 14 "The Company may from time to time "borrow on mortgage of the undertaking any sums not exceeding in the whole "one hundred and sixteen thousand pounds" And whereas the Chatham Company have agreed to work and maintain the Shortlands Railway and to apply the gross receipts of the said undertaking in the manner hereinafter appearing Now therefore these presents witness that it is hereby mutually agreed by and between the several promoters for themselves their respective executors administrators or assigns of the one part and the Chatham Company for themselves their successors and assigns of the other part as follows (that is to say):—

1. The expression "the railway" wherever hereinafter employed means and includes the intended railway of the Shortlands Company as proposed to be authorised by the hereinbefore recited Bill of that Company subject to alterations or deviations as hereinafter mentioned or referred to and the sidings stations works and conveniences connected with that railway respectively as herein mentioned and described.

A.D. 1889.

2. The word "traffic" wherever hereinafter employed means and includes all passenger parcel animal goods mineral troops police and mails and other traffic whatsoever whether local or through to be conveyed on or over the railway or any part thereof.

3. The promoters will subject to the sanction of Parliament as hereinafter mentioned procure that the seal of the Shortlands Company shall be attached to this agreement as soon as the said Bill shall have received the Royal Assent.

4. The Shortlands Company will acquire the necessary land and make and complete the railway if sanctioned by Parliament unless otherwise agreed with the Chatham Company with a double line of rails subject to any alterations or deviations (being within their Parliamentary powers) which may from time to time be agreed between them and the Chatham Company including all proper and sufficient junctions sidings station houses stations buildings fittings and furniture sheds cranes water tanks water cranes signals electric telegraphs telephones and other works and conveniences so that the railway shall within the time for completion specified in the said Act be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic and to the reasonable satisfaction of the engineer for the time being of the Chatham Company.

5. The Shortlands Company as part of their obligation under the last preceding clause shall construct proper and sufficient stations for passengers and goods at the three following places at the least viz. (*a*) on land belonging to Albemarle Cator Esquire at or near four furlongs on the deposited plan (*b*) at a spot north of the point where the railway crosses Beckenham Lane at or near one mile two and a half furlongs on the deposited plan (*c*) on land belonging to the trustees of the will of the late Major Forster at or near two miles and half a furlong on the deposited plan and if so required by the Chatham Company at least two other stations at points to be designated by them.

6. If and whenever after the opening of the railway or any part or parts thereof for public traffic any additional sidings or other works or conveniences are found requisite for the due development or the safe and convenient working reception accommodation conveyance or delivery of traffic or for compliance with the requirements of any Act of Parliament the same shall unless otherwise agreed between the Shortlands and Chatham Companies be provided by and at the expense of the Chatham Company who shall be entitled to charge interest at the rate of four per cent. per annum upon the outlay against the net revenue appropriated to the Shortlands Company such interest to rank in priority next to the interest on the A shares Provided that the necessity or otherwise of such sidings works or conveniences shall in default of agreement be determined by arbitration in manner hereinafter appearing.

7. From and after the opening of the railway for public traffic the Chatham Company shall at all times manage use and work the same as if it were an integral part of the Chatham Company's system of railways and shall use their best endeavours to develope the local traffic thereof and shall maintain

and keep the same including all the works and appliances thereof in good repair working order and condition and shall find provide and employ all station masters booking clerks porters signalmen watchmen workmen and servants and all other officers necessary for the working of the railway and will provide all such locomotive power engines trucks and rolling stock plant stores materials and labour as shall be proper and sufficient for the working and user of the Shortlands Railway by the Chatham Company and the reception accommodation conveyance and delivery by them of traffic thereon and the Shortlands Company shall not be bound to employ or provide any such persons or things.

8. From and after the opening of the railway for public traffic the Chatham Company shall have exercise and enjoy at their own expense and risk for the purpose of the maintenance repair working and user by them of the railway and the management and conduct of the traffic thereon all the rights powers and privileges whatsoever in that behalf of the Shortlands Company.

9. The Chatham Company will in the exercise of their rights powers and privileges under this agreement in all respects duly perform and observe the several provisions with respect to the management maintenance repair working and user of the railway and every part thereof and to the traffic thereon contained in the Acts from time to time in force with respect to the same and fulfil and discharge all the obligations of the Shortlands Company of and incidental thereto.

10. The Chatham Company shall at all times after the opening of the railway fully and freely indemnify and save harmless the Shortlands Company from and against all obligations and liabilities in respect of the management maintenance repair working and user of the said railway whether under or by virtue of the provisions contained in the Acts from time to time in force with respect to the Shortlands Company and their said railway and undertaking or otherwise and against all obligations liabilities suits actions or penalties for or in respect of any negligence or breach of duty in or about or in relation to such management maintenance repair working or user and all losses damages costs charges and expenses claims and demands whatsoever in any way occasioned or incurred or arising in connection therewith.

11. From and after the opening of the railway for public traffic the Chatham Company will bear and pay all tithes tithe rentcharges parochial and other rates taxes assessments salaries wages and other outgoings (except property or income tax) in respect of the railway properly chargeable to revenue and will take upon themselves free of charge to the Shortlands Company the secretarial and general business of the Shortlands Company and will also pay two hundred and fifty pounds per annum for other charges of administration of the Shortlands Company.

12. The Chatham Company shall have the sole and exclusive right uncontrolled by the Shortlands Company of fixing the tolls fares rates and charges in respect of the railway and the traffic thereon and shall have the free and uncontrolled management of the said railway and traffic subject to the provisions of this agreement in the same manner as if they were the absolute owners of the railway.

A.D. 1889.

13. The gross amount of all the tolls fares rates and charges rents and any other amounts from time to time received in respect of the railway and of the traffic thereon shall be applied in the manner following (that is to say) :—

Fifty-two and a half per cent. thereof shall be retained by the Chatham Company as payment for the maintenance management repair user and working of the railway as aforesaid and in consideration of the due performance by them of all their obligations under this agreement and the remaining forty-seven and a half per cent. shall belong to the Shortlands Company and shall be applied as follows :—

(1) In payment of any interest from time to time due upon any loan capital of the Shortlands Company which with the previous consent of the Chatham Company under their common seal may be raised for the purposes of the undertaking :

(2) In payment of a dividend at the rate of three and a half pounds per cent. per annum upon the A capital of the Shortlands Company not exceeding two hundred and twenty thousand pounds :

(3) In payment of the two hundred and fifty pounds per annum mentioned in clause 11 and any other administration charges not otherwise provided for :

(4) In payment of interest at the rate of four per cent. per annum upon any outlay made by the Chatham Company under the provisions of clause 6 :

(5) The balance if any then remaining shall be paid to the Shortlands Company.

14. If and whenever after the opening of the said railway for public traffic the gross amount of the tolls fares rates and charges received by the Chatham Company in respect to the working of the Shortlands Railway shall in any year or years after payment of—

(1) The fifty-two and a half per cent. of the said gross receipts to the Chatham Company :

(2) The interest on the loan capital of the Shortlands Company (if any) as hereinbefore provided :

(3) The two hundred and fifty pounds per annum for charges of administration mentioned in clause 11 : and

(4) Any payments due to the Chatham Company under clause 6 :

be insufficient to pay a dividend at the rate of three and a half per cent. on the A capital of the Shortlands Company as aforesaid then the Chatham Company shall pay to the Shortlands Company such a sum of money as may (together with so much of the gross amount of the tolls fares rates and charges aforesaid as may be applicable thereto) be necessary to make up the said dividend it being the intention of the parties hereto that the said A capital as aforesaid shall under all circumstances receive a dividend at the rate of three and a half per cent. per annum But any payments so made by the Chatham Company in excess of the forty-seven and a half per cent. of the gross receipts apportioned to the Shortlands Company shall be cumulative as

against the gross receipts so apportioned as aforesaid of subsequent years until discharged thereout but shall not bear interest against the Shortlands Company. A.D. 1889.

15. The several payments to be made to the Shortlands Company for the purposes expressed in clauses 11 13 and 14 hereinbefore contained shall be made at such times as to secure the payments of the said remuneration salary interest and dividends respectively half-yearly within forty days of the thirtieth day of June and the thirty-first day of December in every year.

16. In case an interval of less than half a year shall elapse between the first opening of the railway for public traffic and the thirtieth day of June or the thirty-first day of December (as the case may be) next following the provisions of clauses 11 13 14 and 15 shall apply mutatis mutandis to such shorter period.

17. With respect to all through traffic the accounts of the tolls fares rates and charges for the same shall be so kept as that a due mileage proportion thereof after deduction of the usual terminals shall be attributed to the railways of the Chatham Company and the Shortlands Company respectively the Shortlands Company being credited with the usual country terminals upon all traffic received at or despatched from stations on their railway.

Each of the Companies 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 for inspection and transcription by the directors and agents of the other Company and the Companies respectively will afford to each other all proper and sufficient facilities for such inspection and transcription The Chatham Company shall half-yearly transmit to the Shortlands Company an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of this agreement and if and whenever the Shortlands Company within forty days after the transmission to them of any abstract of accounts require the Chatham Company to verify the same they will do so and the abstract of accounts shall if necessary be corrected by agreement between the Companies or in default of such agreement by arbitration in the manner hereinafter appearing and the same shall thenceforth be deemed a settled account or if they permit forty days to pass without requiring the verification of the abstract of the accounts the same shall thereupon be deemed a settled account and no account once settled shall be reopened.

18. The B shares shall be issued by the Shortlands Company subject to the right of the Chatham Company to redeem the same at par if they should elect to do so at any time during the three years next after the date of the opening of the line for public traffic.

19. The promoters shall use their best endeavours to obtain the sanction of Parliament to this agreement in the present session thereof and if possible to procure the same to be scheduled to the Bill hereinbefore mentioned And subject to the sanction of Parliament aforesaid this agreement shall be in perpetuity.

20. If any dispute or difference shall from time to time arise between the parties hereto or between the Shortlands Company and the Chatham Company

A.D. 1889.

concerning the meaning of this agreement or anything herein contained or anything to be done hereunder or the rights or liabilities of either of the parties or of the Shortlands Company or the Chatham Company hereunder every such matter in difference shall be referred to a single arbitrator to be appointed by the President for the time being of the Institution of Civil Engineers upon the application of either of the parties hereto or of the Shortlands Company or Chatham Company as the case may be Every such arbitration shall be subject to the provisions of the Common Law Procedure Act 1854 or any then subsisting statutory modification thereof The submission may be made a Rule of Court and the costs of the reference and award shall be in the discretion of the arbitrator.

In witness whereof the parties hereto of the first part have hereunto set their hands and seals and the Chatham Company have hereunto caused their common seal to be affixed the day and year first above written.

Signed sealed and delivered by the above-named Sir John Farnaby Lennard in the presence of
WILLIAM HOLLOWAY TAYLOR
Bailiff
Wickham Court
West Wickham
Kent.

JOHN FARNABY LENNARD. Seal.

Signed sealed and delivered by the above-named John Cator in the presence of
R. THOMAS
Butler to A. Cator Esq.
Trewsbury
Nr. Cirencester.

JOHN CATOR. Seal.

The common seal of the London Chatham and Dover Railway Company was hereunto affixed in the presence of
JOHN MORGAN
Secretary.

Seal of the London Chatham and Dover Railway Company

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