CHAPTER ccv.

An Act to enable the South Eastern and Chatham Railway Companies Managing Committee to work the South Eastern and London Chatham and Dover Railways by electrical power and for other purposes. A.D. 1903.

[11th August 1903.]

WHEREAS the railways of the South Eastern Railway Company and the London Chatham and Dover Railway Company (hereinafter referred to as "the Two Companies") are maintained and worked by the South Eastern and Chatham Railway Companies Managing Committee (hereinafter referred to as "the Managing Committee"):

And whereas it is expedient that the Managing Committee should be authorised to work the railways of the Two Companies by electrical power and for that purpose to construct and maintain and use upon lands adjoining the railways of the Two Companies and now held by them for the general purposes of their joint undertaking stations for generating electricity as hereinafter provided:

And whereas it is expedient to stop up and divert a portion of the public footpath hereinafter described crossing the sidings of the South Eastern Railway Company at Canterbury West Station:

And whereas by an agreement scheduled to and confirmed by the South Eastern Railway (Confirmation of Cator Agreement) Act 1897 it was amongst other things agreed for the benefit of the Cator settled estates and the inhabitants of Beckenham and the South Eastern Railway Company that the said company should construct under their Mid Kent Railway at Beckenham a three-way bridge and roads connecting Coper's Cope Road King's Hall Road and Blakeney Road and a subway between Park and Lennard

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Roads and should execute other works as in the said agreement provided and that the owner of the Cator settled estates and the Beckenham Urban District Council on behalf of the inhabitants of Beckenham should consent to the closing of the existing level crossings over the said Mid Kent Railway at New Beckenham Blakeney Road and Clock House respectively:

And whereas the South Eastern Railway Company have constructed the said bridge and roads and are constructing the said subway and it is expedient that in pursuance of the said agreement the South Eastern Railway Company should be authorised to stop up the said level crossings:

And whereas it is expedient to authorise the Two Companies and the Managing Committee to retain and hold the lands in the counties of London and Kent hereinafter described:

And whereas it is expedient that the periods limited for the compulsory purchase of lands and the construction of works authorised from time to time should be extended as hereinafter provided:

And whereas it is expedient to make provision for the payment of pensions or allowances to the widows and orphans of salaried officers and servants of the Two Companies and the Managing Committee:

And whereas it is expedient to confirm the agreements hereinafter set forth between the Sheppey Light Railway Company of the one part and the Managing Committee of the other part and also between the Managing Committee and the South Eastern Railway Company of the first part the Tenterden Railway Company of the second part and the Rother Valley Light Railway Company of the third part:

And whereas it is expedient that the other provisions contained in this Act should be made:

And whereas a plan showing the line of the diversion of footpath authorised by this Act and a book of reference containing the names of the owners or reputed owners and of the occupiers of the lands required for the purpose of the said footpath diversion were duly deposited with the clerk of the peace for the county of Kent which plan and book of reference are in this Act respectively referred to as the deposited plan and book 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 King's most Excellent Majesty by and

with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :— A.D. 1903.

Short title.

1. This Act may be cited as the South Eastern and London Chatham and Dover Railways Act 1903.

Incorporation of Part II. of Railways Clauses Act 1863.

2. Part II. (relating to extension of time) of the Railways Clauses Act 1863 is hereby incorporated with and forms part of this Act.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Act partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act—

"The South Eastern Company" means the South Eastern Railway Company ;

"The Chatham Company" means the London Chatham and Dover Railway Company ;

"The Two Companies" means the South Eastern Company and the Chatham Company ;

"The Managing Committee" means the South Eastern and Chatham Railway Companies Managing Committee ;

"The Act of 1901" means the South Eastern and London Chatham and Dover Railways Act 1901.

Railways may be worked by electrical power

4. Subject to the provisions of this Act and of any regulations to be prescribed by the Board of Trade (in this Act referred to as "the Board of Trade regulations") the Managing Committee may work the traffic on the railways of the Two Companies and any railways worked by the Managing Committee by electrical power and for that purpose may lay down along the said railways and maintain and use electric cables mains lines and apparatus for transmitting electrical energy.

For protection of railway companies.

5. With respect to any railway owned by either of the Two Companies jointly with any other railway company or to any part of the railways of either of the Two Companies over which any other railway company possesses running powers by virtue of any Act of Parliament or agreement (other than any agreement which either of the Two Companies or the Managing Committee has power to determine) the powers contained in the section of this Act whereof the marginal note is "Railways may be worked by electrical power" shall not be exercised by the Managing Committee except by agreement with such other railway company

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or failing agreement in such manner and subject to such conditions as may be settled by the Board of Trade Provided nevertheless that any system of electrification to be prescribed by the Board of Trade shall be such as to permit of the said jointly-owned railway or the part of the railways of either of the Two Companies over which such other railway company possesses running powers remaining available for use by the steam locomotives and the carriage and waggon stock of such other railway company.

For protection of Great Northern Railway Company.

6. Nothing contained in this Act or to be done thereunder shall prejudice or affect the exercise by the Great Northern Railway Company (by means of steam locomotives or otherwise) of the running powers which they possess over any railway belonging to the South Eastern Company or the Chatham Company or worked by the Managing Committee.

For protection of East London Railway.

7. The powers referred to in the section of this Act the marginal note whereof is "Railways may be worked by electrical power" shall not apply to the East London Railway.

Lands for generating station.

8. Subject to the provisions of this Act the Managing Committee may appropriate and use as stations for generating electrical energy and for providing and working thereon engines dynamos and other electrical plant and works the lands described in the First Schedule to this Act but nothing in this Act shall authorise the Managing Committee to generate electrical energy elsewhere than on the lands so described.

Application of London Building Acts &c.

9. The provisions of the London Building Act 1894 the London Building Act 1894 (Amendment) Act 1898 and any Act amending the same shall subject to any special exemptions in favour of railway companies therein contained apply to the execution by the South Eastern Company of any works on any lands in the administrative county of London which the South Eastern Company are by this Act authorised to acquire:

Provided always that it shall not be lawful for the South Eastern Company to encroach upon any part of the surface of any street or footway or without the consent of the London County Council to erect or maintain any building or structure beyond the general line of buildings in any street part of a street place or row of houses in the said county.

Buildings for generating stations not to be brought

10. The Managing Committee shall not in using the lands in the administrative county of London described in the First Schedule to this Act for the purposes of electrical generating stations without

the consent of the London County Council erect or maintain any building or structure beyond the general line of building in any street or part of a street place or row of houses in the said county or erect any building or structure in such manner that any external wall thereof above the surface of the ground or the external fence or boundary of any forecourt or space in front thereof shall be within the distances hereinafter prescribed from the centre of the roadway of any street or way (being a highway) upon which the same will abut that is to say where such street or way is used for the purpose of carriage traffic twenty feet and where such street or way is used for the purpose of foot traffic only ten feet.

beyond general line.

11. The Managing Committee may acquire and hold patent and other rights and licences (not being exclusive) in relation to the use of electrical power for the purposes of this Act.

Power to hold patent rights.

12. The following provisions shall apply to the use of electrical power under this Act unless such power is entirely contained in and carried along with the carriages :—

Provisions as to use of electrical power.

(1) The Managing Committee shall employ either insulated returns or uninsulated metallic returns of low resistance :

(2) The Managing Committee shall take all reasonable precautions in constructing placing and maintaining their electric lines and circuits and other works of all descriptions and also in working their undertaking so as not injuriously to affect by fusion or electrolytic action any gas or water pipes or other metallic pipes structures or substances or to interfere with the working of any wire line or apparatus from time to time used for the purpose of transmitting electrical power or of telegraphic telephonic or electric signalling communication or the currents in such wire line or apparatus :

(3) The electrical power shall be used only in accordance with the Board of Trade regulations and in such regulations provisions shall be made for preventing fusion or injurious electrolytic action of or on gas or water pipes or other metallic pipes structures or substances and for minimising as far as is reasonably practicable injurious interference with the electric wires lines and apparatus of other parties and the currents therein whether such lines do or do not use the earth as a return :

(4) The Managing Committee shall be deemed to take all reasonable and proper precautions against interference with

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the working of any wire line or apparatus if and so long as they adopt and employ at the option of the Managing Committee either such insulated returns or such uninsulated metallic returns of low resistance and such other means of preventing injurious interference with the electric wires lines and apparatus of other parties and the currents therein as may be prescribed by the Board of Trade regulations and in prescribing such means the Board shall have regard to the expense involved and to the effect thereof upon the commercial prospects of the undertaking:

(5) At the expiration of two years from the passing of this Act the provisions of this section shall not operate to give any right of action in respect of injurious interference with any electric wires lines or apparatus or the currents therein unless in the construction erection maintaining and working of such wires lines and apparatus all reasonable and proper precautions including the use of an insulated return have been taken to prevent injurious interference therewith and with the currents therein by or from other electric currents:

(6) If any difference arises between the Managing Committee and any other party with respect to anything in this section contained such difference shall unless the parties otherwise agree be determined by the Board of Trade or at the option of the Board by an arbitrator to be appointed by the Board and the costs of such determination shall be in the discretion of the Board or of the arbitrator as the case may be:

(7) When any department of His Majesty's Government represents to the Board of Trade that the use of electrical power under this Act injuriously affects or is likely to injuriously affect any instruments or apparatus whether electrical or not used in any observatory or laboratory belonging to or under the control of that department the Board of Trade after such inspection or inquiry as they may think proper may by their regulations require the company to use such reasonable and proper precautions including insulated returns as the Board of Trade may deem necessary for the prevention of such injurious affection For the purposes of this subsection any inspector of the Board of Trade may during his inspection of the company's works and apparatus be accompanied by any person or persons appointed in that behalf by the Government Department concerned and the company shall give all due facilities for the inspection Provided

always that in the case of any observatory or laboratory established after the passing of this Act or of any instruments or apparatus hereafter used in any existing observatory or laboratory which may be of greater delicacy than those used therein at the passing of this Act the Board of Trade shall consider to what extent if any it is expedient in the interests of the public that the powers of this subsection should be exercised regard being had to the site of the observatory or laboratory or the purposes of the instruments or apparatus as the case may be:

(8) The Managing Committee using electrical power contrary to the provisions of this Act or of the Board of Trade regulations shall for every such offence be subject to a penalty not exceeding ten pounds and also in the case of a continuing offence to a further penalty not exceeding five pounds for every day during which such offence continues after conviction thereof Provided always that whether any such penalty has been recovered or not the Board of Trade if in their opinion the Managing Committee in the use of electrical power under the authority of this Act have made default in complying with the provisions of this Act or the Board of Trade regulations may by order direct the Managing Committee to cease to use electrical power and thereupon the Managing Committee shall cease to use electrical power and shall not again use the same unless with the authority of the Board of Trade and in every such case the Board of Trade shall make a special report to Parliament notifying the making of such order:

(9) The expression "Managing Committee" in this section shall include licencees and any person owning working or running carriages over any railways of the Two Companies.

For protection of Post Office telegraph lines.

13. In the event of any railways of the Two Companies or any railways worked by the Managing Committee being worked by electricity the following provisions shall have effect:—

(1) The Managing Committee shall construct their electric lines and other works of all descriptions and shall work such railways in all respects with due regard to the telegraphic lines from time to time used or intended to be used by His Majesty's Postmaster-General and the currents in such telegraphic lines and shall use every reasonable means in the construction of their electric lines and other works of all descriptions and the working of their undertaking to prevent

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injurious affection whether by induction or otherwise to such telegraphic lines or the currents therein :

Any difference which arises between the Postmaster-General and the Managing Committee as to compliance with this subsection shall be determined by arbitration :

(2) If any telegraphic line of the Postmaster-General is injuriously affected by the construction by the Managing Committee of their electric lines and works or by the working of the railways aforesaid the Managing Committee shall pay the expense of all such alterations in the telegraphic lines of the Postmaster-General as may be necessary to remedy such injurious affection :

(3) Before any electric line is laid down or any act or work for working the railways aforesaid by electricity is done within ten yards of any part of a telegraphic line of the Postmaster-General (other than repairs) the Managing Committee or their agents not more than twenty-eight nor less than fourteen days before commencing the work shall give written notice to the Postmaster-General specifying the course of the line and the nature of the work including the gauge of any wire and the Managing Committee and their agents shall conform with such reasonable requirements (either general or special) as may from time to time be made by the Postmaster-General for the purpose of preventing any telegraphic line of the Postmaster-General from being injuriously affected by the said act or work Any difference which arises between the Postmaster-General and the Managing Committee as to any requirement so made shall be determined by arbitration :

(4) If any telegraphic line of the Postmaster-General situate within one mile of any portion of the works of the Managing Committee is injuriously affected and he is of opinion that such injurious affection is or may be due to the construction of the Managing Committee's work or to the working of their undertaking the engineer-in-chief of the Post Office or any person appointed in writing by him may at all times when electrical energy is being generated by the Managing Committee enter any of the Managing Committee's works for the purpose of inspecting the Managing Committee's plant and the working of the same and the Managing Committee shall in the presence of such engineer-in-chief or such appointed person as aforesaid make any electrical tests

required by the Postmaster-General and shall produce for the inspection of the Postmaster-General the records kept by the Managing Committee pursuant to the Board of Trade regulations:

(5) In the event of any contravention of or wilful non-compliance with this section by the Managing Committee or their agents the Managing Committee shall be liable to a fine not exceeding ten pounds for every day during which such contravention or non-compliance continues or if the telegraphic communication is wilfully interrupted not exceeding fifty pounds for every day on which such interruption continues:

(6) Provided that nothing in this section shall subject the Managing Committee or their agents to a fine under this section if they satisfy the court having cognisance of the case that the immediate doing of any act or the execution of any work in respect of which the penalty is claimed was required to avoid an accident or otherwise was a work of emergency and that they forthwith served on the postmaster or sub-postmaster of the postal telegraph office nearest to the place where the act or work was done a notice of the execution thereof stating the reason for doing or executing the same without previous notice:

(7) For the purposes of this section a telegraph line of the Postmaster-General shall be deemed to be injuriously affected by an act or work if telegraphic communication by means of such line is whether through induction or otherwise in any manner affected by such act or work or by any use made of such work:

(8) For the purposes of this section and subject as therein provided sections 2 10 11 and 12 of the Telegraph Act 1878 shall be deemed to be incorporated with this Act:

(9) The expression "electric line" has the same meaning in this section as in the Electric Lighting Act 1882:

(10) Any question or difference arising under this section which is directed to be determined by arbitration shall be determined by an arbitrator appointed by the Board of Trade on the application of either party whose decision shall be final and sections 30 to 32 both inclusive of the Regulation of Railways Act 1868 shall apply in like manner as if the Managing Committee or their agents were a company within the meaning of that Act:

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(11) Nothing in this section contained shall be held to deprive the Postmaster-General of any existing rights to proceed against the Managing Committee by indictment action or otherwise in relation to any of the matters aforesaid:

(12) In this section the expression "the Managing Committee" includes their lessees and any person owning working or running carriages on any of the railways aforesaid.

Diversion of footpath at Canterbury West Station.

14. The South Eastern Company may make and maintain in the line shown upon the deposited plan the diversion of a portion of the public footpath in the parish of Westgate Without and county borough of Canterbury which crosses the sidings of the South Eastern Company's railway on the level at Canterbury West Station and leads from the allotment gardens to Kirby's Lane and upon the completion of the said diversion as provided in the section of this Act whereof the marginal note is "For protection of corporation of Canterbury" all public rights of way or other rights if any over the said sidings shall by virtue of this Act be extinguished.

For protection of corporation of Canterbury.

15. The following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Canterbury (in this section referred to as "the corporation") shall have effect (that is to say):—

(1) The diversion of the footpath referred to in the section of this Act the marginal note whereof is "Diversion of footpath at Canterbury West Station" shall (unless otherwise agreed in writing between the South Eastern Company and the corporation) be made in the line shown on the deposited plan and shall be of a width not less than five feet and shall be made levelled formed and kept in repair to the reasonable satisfaction of the city surveyor and the portion of the said diverted footpath situated on the eastern side of the South Eastern Company's sidings shall be fenced off from the said sidings:

(2) The South Eastern Company shall not close or obstruct the existing passage-way giving access from the north-eastern end of Kirby's Lane across the western goods siding of the company to the Canterbury West Station of the South Eastern Company during such times as the said station or the goods yard attached thereto is open for traffic Provided that the South Eastern Company shall not be

bound to make any special provision for the safety of persons crossing the said western goods sidings or keep the said western goods sidings free from goods traffic but shall allow the access to be used as heretofore.

Stopping up of level crossings on South Eastern Company's Mid Kent Railway.

16. All rights of way if any over the South Eastern Company's Mid Kent Railway at the level crossings known respectively as (1) New Beckenham (2) Blakeney Road and (3) Clock House mentioned in the agreement scheduled to and confirmed by the South Eastern Railway (Confirmation of Cator Agreement) Act 1897 are by virtue of this Act extinguished and the South Eastern Company may stop up the said level crossings.

Power to South Eastern Company to retain and hold lands.

17. The South Eastern Company may acquire by agreement and may retain and hold for the general purposes of their undertaking or for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 the lands hereinafter referred to:—

In the county of London—

Certain lands known as Nos. 11 13 15 17 19 21 and 23 Debnam's Road Rotherhithe New Road;

Certain lands known as Nos. 4 and 9 Herefordshire Place Amersham Vale New Cross;

A strip of land in the parish of Greenwich adjoining the north side of the Greenwich and Woolwich Branch of the South Eastern Company abutting on Westcombe Hill near Westcombe Park Station:

In the county of Kent—

Certain lands adjoining the south side of the North Kent Branch of the South Eastern Railway near Belvedere Station containing one acre one rood and 15¾ perches;

Certain lands in the parish of East Wickham known as No. 1 Montigny Place Welling;

Certain lands known as Nos. 47 to 109 (odd numbers) Priory Road Tonbridge;

Certain lands known as No. 1 Florence Villa Sturry;

Certain lands known as Nos. 21 29 33 and 41 Seven Star Street and No. 6 King's Passage Seven Star Street Dover;

Certain lands known as Blenheim Villa Sydenham Place St. Patrick's Road Deal.

Power to Chatham Company to

18. The Chatham Company may acquire by agreement and may retain and hold for the general purposes of their undertaking

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or for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 the lands hereinafter referred to :—

retain and hold lands.

In the county of Kent—

A strip of land in the parish of Rainham adjoining the north side of Rainham Station on the main line of the Chatham Company abutting on Station Road ;

Certain lands in the parish of Selling situate on the north side of the main line of the Chatham Company containing 26 perches abutting on the road leading from Selling to Boughton near Selling Station.

Power to Managing Committee to retain and hold lands.

19. The Managing Committee may acquire by agreement and may retain and hold for the general purposes of the joint undertaking of the Two Companies or for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 the lands hereinafter referred to :—

In the county of Kent—

A strip of land in the parish of Kemsing adjoining the south side of the Sevenoaks and Maidstone Branch of the Chatham Company near Kemsing Station between the railway and Honeypot Lane ;

A strip of land in the parish of Gillingham adjoining the south side of the main line of the Chatham Company between the railway and Windsor Road New Brompton ;

Certain lands containing one acre one rood and 36½ perches adjoining the south-east side of the Ashford and Margate Branch of the South Eastern Railway near Canterbury West Station ;

Certain lands adjoining the east side of the Deal Branch of the South Eastern Railway near Deal Station between the railway and St. Patrick's Road.

Extension of time for completion of railway widenings authorised by London Chatham and Dover Railway Act 1879.

20. The time limited by section 11 of the London Chatham and Dover Railway Act 1899 for the completion of the widenings and works described in and authorised by section 4 of the London Chatham and Dover Railway Act 1879 is hereby extended for a period of three years from the twenty-seventh day of May nineteen hundred and three.

Extension of time for bridge widening authorised by London Chatham and Dover Railway Act 1892.

21. The time limited by section 12 of the London Chatham and Dover Railway Act 1899 for the completion of the bridge widening described in and authorised by section 12 of the London Chatham and Dover Railway Act 1892 is hereby extended for a

period of three years from the twentieth day of June nineteen hundred and three. A.D. 1903.

Extension of time for compulsory purchase of lands and completion of works authorised by South Eastern and London Chatham and Dover Railway Companies Act 1900.

22. The time limited by section 43 of the South Eastern and London Chatham and Dover Railway Companies Act 1900 (in this section referred to as "the Act of 1900") for the compulsory purchase of lands required for the Railways Nos. 4 5 and 6 and Widenings Nos. 1 to 9 inclusive described in and authorised by section 4 of the Act of 1900 and for the compulsory purchase of the additional lands described in and authorised by section 34 of the Act of 1900 and the time limited by section 51 of the Act of 1900 for the completion of the said Railways Nos. 5 and 6 is hereby extended for a period of two years from the sixth day of August nineteen hundred and three Provided that the extension of time by this Act authorised shall not apply to the additional lands numbered 7 in the parish of Gillingham on the deposited plans for the Act of 1900 :

Provided further that section 59 of the Act of 1900 (Saving rights of His Majesty's Principal Secretary of State for the War Department) shall extend and apply to any lands soil or water or any right in respect thereof within the limits of deviation of Railway No. 5 authorised by the Act of 1900 acquired by the said Principal Secretary of State since the passing of the Act of 1900 or hereafter to be acquired by him.

Extending time for completion of works authorised by South Eastern Railway Act 1889.

23. The time limited by section 17 of the Act of 1901 for the completion of the works described in and authorised by section 8 of the South Eastern Railway Act 1889 is hereby extended for a period of two years from the twelfth day of August nineteen hundred and three.

Extending time for completion of widenings authorised by South Eastern Railway Act 1896.

24. The time limited by section 18 of the Act of 1901 for the completion of the widenings described in and authorised by section 4 of the South Eastern Railway Act 1896 is hereby extended for a period of two years from the twentieth day of July nineteen hundred and three.

Extending time for compulsory purchase of lands under South Eastern Railway Act 1898 and for completion of works.

25. The time limited by section 13 of the South Eastern Railway Act 1898 for the completion of Railways Nos. 1 to 5 inclusive described in and authorised by section 4 of that Act and the time limited by section 19 of the Act of 1901 for the compulsory purchase of the lands required for the said Railway No. 5 are hereby extended for a period of two years from the first day of July nineteen hundred and three.

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Extending time for compulsory purchase of lands and completion of works under London Chatham and Dover Railway Act 1898.

26. The time limited by section 21 of the Act of 1901 for the compulsory purchase of lands for the works described in and authorised by section 4 of the London Chatham and Dover Railway Act 1898 and the time limited by the last-mentioned Act for the completion of those works are hereby extended for a period of two years from the twenty-fifth day of July nineteen hundred and three.

Restrictions on displacing persons of labouring class.

27.—(1) The Two Companies or either of them or the Managing Committee (in this section respectively referred to as "the Company") shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any metropolitan borough twenty or more houses or sites of houses or in any other borough or any urban district and elsewhere than in any such other borough or urban district any parish ten or more houses or sites of houses which on the fifteenth day of December next before the passing of this Act or of the former Act by which the purchase or acquisition was originally authorised were or have been since that day or shall hereafter be occupied either wholly or partly 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 any metropolitan borough 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 said fifteenth day of December or for such number of persons as the 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 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 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 Secretary of State or the Local Government Board as the

case may be have approved of any such scheme he or 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 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 he or they may see fit.

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

(5) If the Company acquire or appropriate any house or site for the purposes of this Act or of any former Act the powers of which are extended by 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 or site which penalty shall be recoverable by the Secretary of State or the Local Government Board as the case may be by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom Provided that the court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 (Regulations as to purchase of lands) and 297 (As to Provisional Orders) of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands by the Company for the purposes of any scheme under this section in the same manner

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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 and in the case of a scheme approved by the Secretary of State the Secretary of State shall be substituted for the Local Government Board.

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

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

Provided also that the 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 subsection subject to such conditions (if any) as he or they may see fit.

(8) All buildings erected or provided by the Company in the administrative county of London for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and any other Act or Acts relating to buildings in that county.

(9) Notwithstanding anything to the contrary in section 157 of the Public Health Act 1875 the provisions of that section and of sections 155 and 156 of the same Act shall apply to buildings erected or provided by the Company outside the administrative county of London for the purpose of any scheme under this section.

(10) The Secretary of State or the Local Government Board as the case may be may direct any inquiries to be held by any person appointed by him or them as inspectors which he or they may deem necessary in relation to any scheme under this section or to the carrying out of any such scheme and may appoint and employ inspectors for the purposes of any such inquiry and the

inspectors so appointed or employed by the Secretary of State or by the Local Government Board as the case may be shall for the purposes of any such inquiry have all such powers as inspectors appointed by 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 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 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) Any houses or sites of houses purchased or acquired by the Company for or in connection with any of the purposes of this Act or of any former Act the powers of which are extended by this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act or of such former Act as the case may be and for which houses no substitutes have been or are directed to be provided by any scheme approved by the Secretary of State or the Local Government Board as the case may be under any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the Secretary of State or the Local Government Board as the case may be is or are unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the Secretary of State or the Local Government Board as the case may be they might have been sufficient to accommodate.

(14) For the purposes of this section the expression "house" means any house or part of a house occupied as a separate dwelling

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

As to trespass in stations.

28. Section 16 of the Regulation of Railways Act 1840 shall be amended and it is hereby enacted that if any person shall trespass in or upon any stations or other works or premises connected therewith now or hereafter belonging or leased to the Two Companies or either of them or in conjunction with any other company or companies and shall after having been requested to do so by any officer or agent of the Two Companies or the Managing Committee quit the said premises but shall return to the same without good cause proof whereof shall lie upon such person he shall be liable on summary conviction to a fine not exceeding forty shillings.

Pension fund for officers' widows and orphans.

29. The Two Companies and the Managing Committee may establish a pension fund for the payment of pensions to the widows and orphans of officers and servants employed by the Two Companies or the Managing Committee who are already or may hereafter become eligible for membership of the Railway Clearing System Superannuation Fund Corporation and the Two Companies and the Managing Committee may thereafter from time to time and upon such conditions and subject to such rules and regulations as the Managing Committee think fit make annual contributions towards the said fund out of the revenues of the joint undertaking and may out of or on account of any fund so established pay or insure or otherwise secure the payment of such pensions.

Confirmation of agreement with Sheppey Light Railway Company.

30. The agreement made between the Sheppey Light Railway Company of the one part and the Managing Committee of the other part set out in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto and the Two Companies or either of them and the Managing Committee and the Sheppey Light Railway Company may do all things necessary for carrying the said agreement into effect.

Confirmation of agreement as to Rother Valley Light Railway.

31. The agreement made between the Managing Committee and the South Eastern Company of the first part the Tenterden Railway Company of the second part and the Rother Valley Light Railway Company of the third part set out in the Third Schedule

to this Act is hereby confirmed and made binding on the parties thereto and the Two Companies or either of them the Managing Committee the Tenterden Railway Company and the Rother Valley Light Railway Company may make any further agreements and may do all things which may be necessary for carrying the said agreement into effect and for completing the works referred to in the said agreement.

Saving for Postmaster-General.

32. Nothing in the agreements set out in the Second and Third Schedules to this Act or in any agreement made under the authority of this Act shall affect the rights of His Majesty's 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 undertakings of the Sheppey Light Railway Company and the Rother Valley Light Railway Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertakings for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the confirmation or making of any such agreements be at liberty to exercise all the rights aforesaid notwithstanding that the undertakings of the Sheppey Light Railway Company and the Rother Valley Light Railway Company are owned leased or worked by the Managing Committee or the Two Companies as freely and fully in all respects as he was entitled to do before the making of any such agreements.

Application of capital.

33. The Two Companies or either of them may apply for all or any of the purposes of this Act to which capital is properly applicable any moneys which they now have in their hands or which they have power to raise by shares or mortgage and which may not be required for the purposes for which the same were authorised to be raised.

Provisions as to general Railway Acts.

34. Nothing in this Act contained shall exempt the Two Companies the Managing Committee or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

35. 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 Two Companies or the Managing Committee.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING LANDS TO BE USED FOR ELECTRICAL GENERATING STATIONS.

CAMBERWELL :

Lands in the parish of Lambeth in the metropolitan borough of Lambeth in the county of London adjoining the Herne Hill and City Branch of the Chatham Company on the western side thereof and lying between Denmark Road and Harold Street.

NEW BROMPTON :

Lands in the parish and urban district of Gillingham in the county of Kent adjoining the main line of the Chatham Company on the southern side thereof and lying between Gillingham Road and Woodlands Lane.

MARGATE :

Lands in the parish of St. John the Baptist in the borough of Margate in the county of Kent adjoining the Kent Coast Branch of the Chatham Company on the southern side thereof and lying on the eastern and western sides of the Ashford Canterbury and Margate Branch of the South Eastern Company between Hartsdown Road and Tivoli Road.

HITHER GREEN :

Lands in the parish of Lee in the borough of Lewisham in the county of London adjoining the main line of the South Eastern Company on the north-eastern and south-western sides thereof and lying between St. Mildred's Road and Grove Park Station.

RED HILL :

Lands in the parish of Reigate Foreign in the borough of Reigate in the county of Surrey adjoining the Red Hill Station of the South Eastern Company on the southern side thereof and lying between the Reading Branch of the South Eastern Company and the London Brighton and South Coast Railway.

ASHFORD :

Lands in the parish and urban district of Ashford in the county of Kent adjoining the Ashford Station of the South Eastern Company on the south-east side thereof and lying between the River East Stour and the Ashford and Hastings Branch of the South Eastern Company.

THE SECOND SCHEDULE.

AN AGREEMENT made the 28th day of August 1902 between the SHEPPEY LIGHT RAILWAY COMPANY (hereinafter called "the Sheppey Company") of the one part and the SOUTH EASTERN AND CHATHAM RAILWAY COMPANIES MANAGING COMMITTEE (hereinafter called "the Managing Committee") of the other part.

WHEREAS by the Sheppey Light Railway Order 1898 the Sheppey Company were empowered to make and maintain as therein mentioned and subject to the provisions therein contained with all proper and sufficient rails sidings junctions turntables bridges culverts drains stations approaches roads yards buildings and other works and conveniences connected therewith a railway commencing by a junction with the London Chatham and Dover Railway (Sittingbourne and Sheerness Branch) near Queenborough Station thence passing on the north side of Sheppey Court and on the south side of the villages of Minster and Eastchurch and terminating in the parish of Leysdown in the county of Kent:

And whereas the Sheppey Company acquired all the necessary lands and easements for the purposes of the said railway and constructed and completed the same in accordance with the said Order with all such works and conveniences as aforesaid and everything necessary except rolling stock for working the line in all respects in accordance with the wishes of the Managing Committee:

And whereas the said railway was passed by the Board of Trade and allowed by the said Board to be opened for passenger traffic:

And whereas the said railway was opened for passenger traffic on the first day of August 1901:

And whereas the said railway has ever since been used by the Managing Committee:

And whereas the Sheppey Company on the one hand and the Managing Committee on the other hand are desirous of entering into such agreement as is hereinafter contained:

Now it is hereby agreed as follows:—

1. The Managing Committee shall have the full right to use the railway including in that expression both here and hereafter where the same is used all such works and conveniences as aforesaid for the passage of engines and carriages of all descriptions proper for passing over the said railway belonging to the Managing Committee or passing over their railways and the Sheppey Company will afford the Managing Committee every reasonable facility for such user upon the terms and conditions hereinafter expressed and the railway shall be at all times maintained and kept in good working order and condition as hereinafter provided for all such purposes of such traffic thereon.

2. The Managing Committee may (subject to all legal restrictions and provisions as to fares and rates) fix their own fares and charges for through and local traffic on the railway carried by them and all through booking

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3. The Managing Committee shall so far as they lawfully can or may perform as the agents of the Sheppey Company their statutory duties as to the conveyance of troops and police mails and such other traffic as the Sheppey Company may lawfully be called on to carry The Managing Committee shall in all respects duly observe the provisions of the said Order and all enactments for the time being in force with respect to the maintenance repair working and use of the railway or affecting their traffic thereon And they shall at all times during the continuance of this agreement save harmless and keep indemnified the Sheppey Company from and against all actions suits penalties forfeitures losses damages costs charges rates taxes expenses claims and demands occasioned or incurred in respect of such maintenance repair working and use by them as aforesaid.

4. The Managing Committee shall pay to the Sheppey Company the annual sum of 1,800*l.* by way of toll for the use by the Managing Committee of the said railway The said toll shall be paid by four equal quarterly payments on the fourteenth day of July the fourteenth day of October the fourteenth day of January and the fourteenth day of April in each and every year The first payment shall be made on the fourteenth day of July one thousand nine hundred and two and the amount then paid shall be the sum of 1,800*l.* in discharge of all claims on the part of the Sheppey Company and as in full for all toll to that date.

5. The amount of any other tolls or charges received by the Sheppey Company or by the Managing Committee on their behalf and all rents and other receipts for bookstalls advertising spaces coal and other wharfs and the like and the rents and profits of any superfluous lands or other property to which the Sheppey Company shall be entitled shall be brought into account and deducted from the amount of the toll payable as aforesaid by the Managing Committee and the Sheppey Company will so far as lawfully may be allow the Managing Committee to manage the letting of such lands property bookstalls advertisement spaces and the like and in reference to the making of byelaws and in the exercise of any statutory powers or duties on the part of the Sheppey Company they will in all cases so far as lawfully may be have regard to the convenience and reasonable wishes of the Managing Committee.

6. So far as lawfully may be it is agreed that any superfluous lands of the Sheppey Company shall not be sold without the consent of the Managing Committee in writing under the hand of their secretary but such lands shall be sold according to law at such times and in such manner as the Managing Committee may request and so as to realise the best price that can reasonably be got for the same and the proceeds held and applied for capital purposes But except for the purpose of fulfilling any statutory requirements the expenditure of the same shall so far as lawfully may be subject to the approval of the Managing Committee and in accordance with their wishes.

7. This agreement shall not be construed or operate so as to preclude the Sheppey Company from performing their statutory duties but in respect of

any of the matters herein provided to be done by the Managing Committee which may be statutory duties on the part of the Sheppey Company they shall (as far as lawful and practicable) be performed by the Managing Committee as their agents and in case it shall appear that in any respect this agreement cannot be lawfully carried out then the provisions of the same shall be modified in such manner as may be agreed or as may be determined (in case of difference) by arbitration so as to carry out in substance and as nearly as may be the scope and intention of this agreement in a lawful manner.

8. The Managing Committee shall in or before the year 1905 (or in the year 1904 if the Managing Committee or the South Eastern Company shall promote a Bill in Parliament in that year) give notice of an application to Parliament in the session then following for a Bill to confer powers on the Managing Committee or the companies they represent or one of them to purchase and on the Sheppey Company to sell to them the said railway and all other the undertaking and assets including any moneys realised by the sale of superfluous lands and the investments thereof of the Sheppey Company for the sum of 65,000*l.* and the Managing Committee and the Sheppey Company shall respectively use their best endeavours to obtain and assist in obtaining the said powers and to obtain the approval of their respective shareholders to the proposed application.

9. On the proposed power being obtained the Managing Committee (if the power to purchase is conferred on them) will purchase or (if the proposed power is conferred on the companies or either of the companies represented by them) will so far as they lawfully can procure the purchase by the companies they represent or one of them of the said railway undertaking and assets of the Sheppey Company and the Sheppey Company will sell the same accordingly for the said sum of 65,000*l.*

10. The said sum of 65,000*l.* shall be made payable and be paid by the Managing Committee or other the purchasers to the Sheppey Company within two months after the Act conferring the necessary powers of purchase and sale receives the Royal Assent.

11. The said toll of 1,800*l.* a year shall be paid up to the date when the said sum of 65,000*l.* is actually paid and shall be excluded from the purchase and the said toll shall be paid free of all deductions whatsoever.

12. This agreement shall remain in force until the said sale and purchase is completed.

13. If Parliament shall in the session of 1906 decline to confer the necessary powers of purchase and sale as aforesaid the Managing Committee shall use their best endeavours with such assistance as aforesaid of the Sheppey Company to obtain such powers (if reasonably practicable) in the next and other succeeding sessions until such powers shall be obtained and on such powers being obtained the sale and purchase shall be effected (mutatis mutandis) in accordance with the provisions hereinbefore contained.

14. If any question or difference shall arise between the Managing Committee and the Sheppey Company as to the rights duties or liabilities of either party under this agreement or otherwise in reference to the premises

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the same shall be determined by Edward Boyle Esquire K.C. (if able and willing to act) or some other person to be appointed in default of agreement by the Board of Trade on the requisition of either party as sole arbitrator and in other respects according to the provisions of the Arbitration Act 1889.

In witness whereof the Sheppey Company and the Managing Committee have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Sheppey Light Railway Company was hereunto affixed in the presence of } Seal.

Directors { RICHARD JONES. W. G. DAVIES.

Secretary P. TROTT.

The common seal of the South Eastern and Chatham Railway Companies Managing Committee was hereunto affixed in the presence of } Seal of the South Eastern and Chatham Rly. Cos.' Managing Committee.

C. SHEATH Secretary.

THE THIRD SCHEDULE.

THIS AGREEMENT made the 13th day of March 1901 between the SOUTH EASTERN AND CHATHAM RAILWAY COMPANIES' MANAGING COMMITTEE (hereinafter called "the Managing Committee") and the SOUTH EASTERN RAILWAY COMPANY of the first part the TENTERDEN RAILWAY COMPANY (hereinafter called "the Tenterden Company") of the second part and the ROTHER VALLEY LIGHT RAILWAY COMPANY (hereinafter called "the Rother Company") of the third part.

WHEREBY IT IS AGREED as follows :—

1. The Rother Company shall at their own cost construct as a single line of railway with steel rails of such weight and description as the engineer for the time being of the Managing Committee shall approve and with all necessary bridges viaducts stations sidings approaches junctions roads buildings yards telephones signals water-tanks and all other works and conveniences necessary or usually incident to the construction and completion of similar lines of railway the railways from Headcorn Station to Tenterden Station (hereinafter called "the extension railways") hereinafter to be authorised by

an Order under the Light Railways Act 1896 the draft Order for which shall be first submitted to the Managing Committee for their approval and when approved shall be accepted by them with any alterations which the Light Railway Commissioners and the Board of Trade may make therein The Rother Company shall supply for the use of the Managing Committee sets of the deposited plans and sections and books of reference.

2. The Rother Company shall also at their own cost fully equip the extension railways and provide the rolling stock necessary for properly working the same and shall in accordance with plans to be mutually agreed to before the commencement of the work by and to the reasonable satisfaction of the engineer for the time being of the Managing Committee and the engineer for the time being of the Rother Company (provided any objection or requirement on the part of either is not held unreasonable on arbitration which either Company shall be at liberty to require if any question on the subject is raised by their engineer) alter improve and strengthen their existing line of railway from Robertsbridge Station to Tenterden Station and all bridges viaducts and junctions so as to make the same in every respect safe for and suitable to the passage of the rolling stock of the Managing Committee and so that the said railway and undertaking of the Rother Company may be used by the trains engines and carriages of the Managing Committee for the purposes of through communication between the lines of the Managing Committee and the lines of the Rother Company.

3. Any land required for the purposes of any of the works mentioned in paragraphs 1 and 2 shall be provided by the Rother Company at their own cost and the Rother Company shall only be at liberty to sell any lands purchased for the purposes mentioned in paragraphs 1 and 2 which subject to the absolute discretion of the Managing Committee may from time to time be deemed to be superfluous lands and the net proceeds of such sales shall as and when they arise be considered as part of the extension railways capital and shall be used only for the capital purposes of the extension railways The Rother Company agree to employ the solicitor for the time being of the Managing Committee to act for them in all land purchases made by the Rother Company for or in connection with the extension railways.

4. The Rother Company will with all convenient speed and at latest within three years from the date of the confirmation of the Order above referred to by the Board of Trade execute and do all the works of construction equipment alteration improvement and strengthening mentioned in paragraphs 1 and 2 of this agreement and at their own expense procure where necessary the certificate of the Board of Trade of the completion thereof fit for opening for the public conveyance of passengers Provided always that if in consequence of strikes or any other unforeseen accidents the completion of the said works shall be delayed beyond the aforesaid time and the arbitrator appointed under this agreement shall at the request of either party hereto determine that under the circumstances the delay was reasonable then the failure of the Rother Company to complete the aforesaid works within the aforesaid time shall not invalidate any of the provisions of this agreement.

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5. The Managing Committee shall at the cost of the Rother Company (but so that the cost shall not in any case exceed the sum of 250*l.*) construct and provide such accommodation at their Headcorn Station as the engineers of the Managing Committee and Rother Company may consider requisite for the proper working of the traffic to and from the Rother Company's railway.

6. The Rother Company shall pay to the Managing Committee the cost of any additional staff at Headcorn Station required for the purpose of dealing with the traffic at that station to and from the railways of the Rother Company any such payments being charged as a working expense of the extension railways In respect of goods traffic at Headcorn Station other than that upon which through rates may be in operation the Managing Committee shall be entitled to all usual terminal charges but save as aforesaid no payment shall be demanded by the Managing Committee from the Rother Company for the use of the Headcorn Station.

7. The Rother Company shall forthwith apply for an Order under the Light Railways Act 1896 authorising the construction of the extension railways If at the expiry of twelve months from the date of this agreement the Rother Company shall not have obtained such Order duly confirmed or if at the expiry of twelve months from the date of the confirmation of such Order the Rother Company shall not have provided the capital necessary for and commenced the construction of the extension railways then and in either of such events it shall be lawful for the parties hereto of the first and second parts or either of them by notice in writing directed to the Rother Company at their principal office to determine this agreement.

8. As soon as the Rother Company have procured the certificate of the Board of Trade of the completion of the line from Headcorn to Tenterden fit for opening for the public conveyance of passengers and for the passage of the Managing Committee's rolling stock (of the application for which due notice shall be given by the Rother Company to the Tenterden Company) the Tenterden Company shall within one calendar month from the date of the said certificate release and do hereby agree to release and for ever discharge the Managing Committee and the South Eastern Railway Company from all and every obligation on their part to the Tenterden Company whether arising by statute agreement or otherwise to construct a railway from Headcorn to Tenterden and from all suits claims or demands which they the Tenterden Company might have in any way arising out of any promise or undertaking on the part of the South Eastern Railway Company to construct such a railway and for this purpose will upon request execute any deed or deeds or give any consents which in the absolute discretion of the Managing Committee are necessary for effectuating the agreement to release and discharge herein contained and in particular will rescind or procure the rescission of all valid and subsisting agreements between the Tenterden Company and Albert Dixon and the South Eastern Railway Company under which any such obligation arises and will covenant to aid in procuring an Act authorising the abandonment of such of the railways enumerated in section 4 of the Tenterden Railway Act 1899 as the Managing Committee may deem expedient.

9. If the Tenterden Company should fail to perform the agreement hereinbefore contained to release and discharge the Managing Committee and the South Eastern Railway Company as above mentioned or if from any cause other than a wilful neglect or refusal on the part of the Managing Committee or the South Eastern Railway Company to obtain such discharge the Managing Committee and the South Eastern Railway Company are unable to procure a good and valid release and discharge from any obligation which they may be under by reason of the statutes or documents scheduled to this agreement to construct a railway from Headcorn to Tenterden and the Managing Committee shall give notice in writing to the Rother Company that they are unable to obtain such release and discharge then and in that case this agreement shall from the date of such notice absolutely cease and determine.

10. The railways to be respectively constructed altered improved or strengthened under this agreement shall as from the date of the certificate of the Board of Trade of the completion thereof fit for opening for public conveyance of passengers and for the passage of the rolling stock of the Managing Committee be for ever thereafter worked and (save as hereinafter provided) managed by the Rother Company who shall provide the necessary rolling stock The rates tolls and charges shall be fixed and regulated as hereinafter provided but shall be received by the Rother Company who shall at all times thereafter at their own cost maintain the said railways in a fit and proper condition for the conveyance of goods and passenger traffic by their own and the Managing Committee's trains In the event of any question arising between the Two Companies as to the necessity for executing any work of maintenance or the cost thereof and in case of disagreement either party may require that any or all of such questions shall be settled by arbitration in manner herein mentioned and the decision of the arbitrator shall be final and binding as between the parties and may be enforced accordingly.

11. As soon as any portion of the undertaking of the Rother Company is opened for public traffic in a condition suitable for use by the trains engines and carriages of the Managing Committee the Managing Committee and subject to the approval of the Rother Company which approval shall not be unreasonably withheld all other companies and persons from time to time lawfully using the railway or any part of the railway of the Managing Committee may thenceforth run over and use with trains engines and carriages officers and servants and for the purposes of traffic of every description all or any of such portions of the railways and stations forming the undertaking or part of the undertaking of the Rother Company and so on from time to time until the whole undertaking of the Rother Company is opened for the passage of the trains engines and carriages of the Managing Committee and as regards traffic conveyed by them the Managing Committee may demand and take the same tolls and charges upon and in respect of the said railways portions of railways and stations as the Rother Company could have taken The terms conditions and regulations to be observed and fulfilled and the tolls charges rent or other consideration to be paid by the

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Managing Committee for or in respect of the use of such railways portions of railways and stations shall be such as are from time to time agreed upon between the Managing Committee and the Rother Company or failing such agreement as may from time to time be determined by an arbitrator as hereinafter mentioned.

12. The Rother Company shall afford to the traffic of the Managing Committee passing or intending to pass over the railways portions of railways and stations of the Rother Company every reasonable and usual facility including through booking and through tickets as and when the traffic warrants them and the Managing Committee shall afford similar facilities to the traffic of the Rother Company passing or intending to pass to and from their railways.

13. The number of trains fares and rates upon and all other matters affecting the working of the extension of the Rother Company shall be regulated and fixed by the Rother Company In the event of the Managing Committee objecting to the same and in case of disagreement either party may require that any or all of such questions shall be settled by arbitration in manner herein mentioned and the decision of the arbitrator shall be final and binding as between the parties and may be enforced accordingly.

14. The Rother Company shall create and issue at such times and in such amounts and in such manner as is provided by paragraph 19 hereof further capital not exceeding in the whole the sum of one hundred and fifteen thousand pounds (hereinafter called "extension capital") such capital shall be used as and when created and issued for the purpose of defraying the costs of carrying to completion the works including payment of interest out of capital at the rate of 3 per cent. per annum during construction and all costs properly incurred and providing the rolling stock and lands mentioned in paragraphs 1 2 3 and 10 of this agreement and for no other purpose The Rother Company shall not create or issue any further extension capita without the consent in writing of the Managing Committee.

15. As soon as the Tenterden Company shall under paragraph 8 have released the Managing Committee and the South Eastern Railway Company from the obligations to construct a railway from Headcorn to Tenterden then whenever after the opening of the extension railways and during the continuance of this agreement the net earnings of the Rother Company upon the extension railways after payment of working expenses and other outgoings properly charged to revenue shall not be sufficient to pay a dividend on the extension capital or on any stock into which the same may hereafter be converted equal to 3*l.* per centum per annum on the extension capital not exceeding one hundred and fifteen thousand pounds the Managing Committee shall and will on notice and requisition to that effect by the Rother Company within a reasonable time before the day in each half-year when the dividend shall be payable pay to the Rother Company such a sum of money as will be sufficient to cover any loss on working and make up the dividend to the said rate of 3*l.* per centum per annum.

16. The Rother Company shall keep all such accounts and vouchers as shall be proper and sufficient for the purposes of this agreement which accounts and vouchers shall be open at all reasonable times to inspection and transcription by the Managing Committee and their agents and the Rother Company will afford to the Managing Committee all proper and sufficient facilities for such inspection and transcription and the Rother Company shall whenever thereunto reasonably required by the Managing Committee duly verify such accounts.

17. The Rother Company shall not except with the approval in writing of the Managing Committee directly or indirectly promote or assist in the promotion of or consent to any Bill having for its object the extension of or deviation from the existing lines of the Rother Company.

18. The Rother Company shall within two calendar months from the date of the issue of the Rother Company's extension stock pay to the South Eastern Railway Company the sum of 16,000*l.* towards the costs charges and expenses paid by the South Eastern Railway Company or for which the South Eastern Railway Company are liable in respect of the promotion expenses of a railway from Headcorn to Tenterden and Tenterden to Appledore.

19. The South Eastern Railway Company may at any time within 21 years from the date of this agreement if and when authorised by Parliament and upon giving six calendar months notice to the Rother Company of their intention so to do purchase and take over the whole extension railway of the Rother Company referred to in this agreement upon the terms of repaying to the Rother Company the amount of the stock issued by them in the performance of their part of this agreement with the consent of the South Eastern Railway Company and in the event of any dispute as to the terms of the issuing of such stock such dispute shall be settled by arbitration in the manner hereinafter provided The Rother Company undertake in the meantime not to sell the extension railways to any other company or person Any sum or price payable to the Rother Company under this clause to be paid either in actual cash at par or by an allotment at par of an equivalent amount of South Eastern Railway Company's 3 per cent. preference stock at the option of the Rother Company.

20. Every notice account or writing to be given or transmitted for any of the purposes of this agreement or by or on the part of the Rother Company or of the Managing Committee for the other of them shall be deemed to be duly given or transmitted if it be signed by the secretary or other agent of the Rother Company or the Managing Committee as the case may be and be left by one company at the principal office of the other company or be delivered personally to their secretary.

21. If any dispute shall arise as to whether any objection or requirement or decision of the engineer of the Managing Committee under the provisions of this agreement is unreasonable or on any other matter hereinbefore provided to be settled by arbitration or otherwise upon the construction or the true intent and meaning of this agreement or the proper carrying out of any stipulation thereof by any party to this agreement or touching anything

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to be done suffered or omitted in pursuance of this agreement or touching any of the incidents or consequences of this agreement or touching any claim or demand relating to any liability damages loss costs or expenses relating to the premises or any clause matter or thing herein contained the same shall be referred to and settled by arbitration and every reference to arbitration under this agreement shall be proceeded with under and in conformity with the Arbitration Act 1889 and the arbitrator unless the parties to such reference otherwise agree shall be Sir James Thompson or him failing an arbitrator to be appointed for that purpose and so often as occasion may require by the President of the Board of Trade.

22. A formal agreement between the Managing Committee the Tenterden Company and the Rother Company shall be drawn up within two months of the sealing of this deed and shall be settled in case of difference by Sir James Thompson or him failing by an arbitrator to be agreed upon or to be appointed on the application of either party by the Board of Trade and the Managing Committee or the South Eastern Railway Company shall use their best endeavours to obtain Parliamentary sanction to the same when next they or the South Eastern Railway Company deposit a Bill in Parliament.

23. Notwithstanding anything hereinbefore contained the Managing Committee shall for the space of four weeks after the date of the granting of the Order authorising the construction of the extension railways have the option of purchasing from the Rother Company the said Order and all rights thereby conferred provided they immediately proceed to carry to completion the works authorised by the said Order and in that event the Rother Company hereby agree to sell the same to the Managing Committee for such a sum as represents the amount actually expended by the Rother Company in obtaining the same and thereupon this agreement and everything herein contained shall become void.

In witness whereof the parties hereto have hereunto affixed their respective common seals the day and year first above written.

The SCHEDULE above referred to.

1895 The Tenterden Act.

1899 The Tenterden Act.

13th June 1896 An agreement between the Tenterden Railway Company of the one part and the South Eastern Railway Company of the other part.

23rd December 1897 An agreement between the Tenterden Railway Company of the one part and the Cranbrook and Paddock Wood Railway Company of the other part.

28th July 1898 An agreement between the Tenterden Company of the one part and the Cranbrook and Paddock Wood Railway Company of the other part.

29th November 1898 Memorandum of agreement between the South Eastern Railway Company of the one part and Albert Dixon of the other part.

13th December 1898 An agreement between the Tenterden Company of the one part and the South Eastern Railway Company of the other part.

The common seal of the South Eastern and Chatham Railway Companies Managing Committee was hereunto affixed in the presence of

C. SHEATH
Secretary.

Seal of the South Eastern and Chatham Rly. Cos.' Managing Committee.

The common seal of the South Eastern Railway Company was hereunto affixed in the presence of

C. SHEATH
Secretary.

Seal of the South Eastern Railway Company.

The common seal of the Tenterden Railway Company was hereunto affixed in the presence of

C. SHEATH
Secretary.

Seal of the Tenterden Railway Company.

The common seal of the Rother Valley Light Railway Company was hereunto affixed in the presence of

H. F. STEPHENS
Director.

F. V. BEARD
Secretary.

Seal of Rother Valley Light Railway Company.

Printed by EYRE and SPOTTISWOODE,
FOR
T. DIGBY PIGOTT, Esq., C.B., the King's Printer of Acts of Parliament.

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