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An Act for empowering the South-eastern Railway Company to abandon certain authorised Lines, and for extending the Time for Purchase of Lands and Completion of Works of certain other Lines, and for making better provision respecting Hotels, and for amending the Company's Acts; and for other purposes. [1st August 1870.]

WHEREAS the South-eastern Railway Company (in this Act called the Company) are empowered by the Acts described in the schedule to this Act to make railways and works and do other things:

And whereas it is expedient that the Company be authorised to make divers alterations and diversions of footpaths and roads:

And whereas it is expedient that the periods limited by the Company's two Acts of 1864 and the Company's Acts of 1865, 1866, and 1867, for the compulsory purchase of lands and for completion of works, or some of them, be extended:

And whereas it is expedient that the Company be empowered to abandon divers authorised railways:

And whereas the site of the Lord Warden Hotel at Dover was leased to one of the directors of the Company as trustee for the Company, by a lease from the warden and assistants of Dover Harbour, for a term of ninety-nine years from the sixth day of January one thousand eight hundred and forty-six, and the Company built thereon that hotel, and that lease has been at various times assigned and is now vested in the Honourable James Byng, one of the directors of the Company, and William Gordon Thompson, Esquire, in trust for the Company:

And whereas in one thousand eight hundred and sixty-three the reversion in that site was purchased by and conveyed to the Company:

And whereas it is expedient that the Company be empowered to accept an assignment of the lease of that site from their trustees:

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And whereas the Pavilion Hotel at Folkestone was built by the Company on land purchased by and conveyed to them in 1854:

26 & 27 Vict. c. cxv.

And whereas by the Charing Cross Railway Act, 1863, the Charing Cross Railway Company, whose undertaking is now vested in the Company, were empowered to lease for the purposes of an hotel, for such term as they thought fit, to the Charing Cross Hotel Company (Limited) parts of the Charing Cross Railway Company's Charing Cross Station and appurtenances, and the Charing Cross Railway Company were authorised to take and hold shares in the capital, and to agree for the appointment by themselves of directors of that Hotel Company, and for other purposes, and the Charing Cross Railway Company or the Company as their assigns exercised those powers:

27 & 28 Vict. c. cxcii.

And whereas by the Charing Cross Railway Act, 1864, the Charing Cross Railway Company were empowered to grant to the City Terminus Hotel Company (Limited) a lease of part of the Charing Cross Railway Company's Cannon Street Station and appurtenances, for the purpose of the erection of an hotel and other conveniences, and that Railway Company were empowered to subscribe and contribute funds towards the erection thereof, and to enter into agreements with that Hotel Company for like purposes as in the case of the Charing Cross Hotel, and the Charing Cross Railway Company or the Company as their assigns exercised those powers:

And whereas it is expedient that the Company be empowered to acquire, if they think fit, the entire interest in the hotels now of the Charing Cross Hotel Company (Limited) and the City Terminus Hotel Company (Limited) respectively:

And whereas it is expedient that the Company be empowered to hold as part of their undertaking the several hotels aforesaid, and to let or manage the same:

And whereas it is expedient that the liability of the Company under claims to compensation in respect of passengers carried at exceptionally low fares in workmen's or excursion trains be limited, and that special provision be made for determination of the amount and distribution of compensation in such cases:

And whereas, under the Telegraph Act, 1868, and the agreement between Her Majesty's Postmaster General and the Company mentioned in the schedule to that Act, and thereby confirmed, the Postmaster General and the Company have contracted for the sale to the Postmaster General by the Company of the Company's public telegraph business for a sum of money, and it is expedient that the Company be empowered to apply the same for the construction of their authorised railways in Greenwich and Woolwich:

And whereas it is expedient that the powers of the Company and

the provisions of their former Acts, or some of them, be in divers respects extended and amended:

And whereas the objects aforesaid cannot be attained without the authority of Parliament:

And whereas plans and sections describing the lines, situations, and levels of the proposed new works, and a book of reference to those plans, containing the names of the owners or reputed owners, lessees or reputed lessees, and occupiers of lands in the line of the proposed new works, or within the limits of deviation as defined on the plans, and describing those lands, have been deposited with the clerk of the peace for the county of Kent (which are in this Act referred to as the deposited plans, sections, and book of reference):

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows; (that is to say,)

Short title.

**1.** This Act may be cited as The South-eastern Railway Act, 1870.

Provisions of general Acts herein named incorporated.

**2.** The following Acts and parts of Acts (as far as they are applicable for the purposes and are not inconsistent with the provisions of this Act) are hereby incorporated with this Act; (namely,)

The Lands Clauses Consolidation Acts, 1845, 1860, and 1869:

Part II. of The Railways Clauses Act, 1863 (relating to extension of time).

Interpretation of terms.

**3.** With respect to the interpretation of terms in and for the purposes of this Act, the following provisions shall have effect; (namely,)

In this Act and in any Act incorporated therewith, the term "the Company" shall be taken to mean the South-eastern Railway Company:

In this Act and in any Act incorporated therewith the term "court of competent jurisdiction" shall have effect as if the debt or demand with respect to which that term is used was a common simple contract debt, and not a debt or demand created by statute, and the term "superior courts" shall be taken to include all courts of competent jurisdiction within the meaning of this Act:

Subject to the foregoing interpretations, words to which meanings are assigned by any Act incorporated with this Act, or which have therein special meanings, have in this Act the same meanings.

Effect of schedule.

**4.** The schedule to this Act shall be read and have effect as part of this Act.

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Diversion footpath, Sevenoaks.

**5.** Subject to the provisions of this Act, the Company may make and maintain the following new footpath; (that is to say,)

A footpath in the township and parish of Sevenoaks, in the county of Kent, in the direction shown upon the plan which has been signed by the Right Honourable the Earl of Longford, the Chairman of the Committee to whom this Act was as a Bill referred in the House of Lords, the consent of the landowners through whose property the said footpath will be made and of the Sevenoaks Highway Board having been proved to the said Committee:

and when and as soon as such new footpath is made and opened for public use all rights of way in, over, or affecting the existing footpath in the stead of which the new footpath is made shall cease and be extinguished, and the soil of so much thereof as is situate between the railway fences shall absolutely vest in the Company, and the remaining portions of the said existing footpath shall vest in the respective owners of the adjoining lands.

Alteration of road at Saltwood.

**6.** Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, alter the line and levels of the following public highway; (that is to say,)

The public highway in the parish of Saltwood, in the county of Kent, numbered 19 on the plans deposited in respect of the Hythe and Sandgate Extension Railway, between a point in that highway close to the gate of the road leading to Saltwood Castle and a point in the same highway seven chains or thereabouts south of the fence forming the northern boundary of the field in the same parish numbered 20 on those plans.

Diversion of footpath at Hayne Wood.

**7.** Subject to the provisions of this Act, the Company may make and maintain the following new footpath; (that is to say,)

A footpath in Hayne Wood, in the parish of Saltwood, in the county of Kent, between the point where the existing public footpath enters the field numbered 8 on the plans deposited in respect of the Hythe and Sandgate Extension Railway and the point where it enters the field numbered 11 on those plans;

and when and as soon as such new footpath is made and opened for public use all rights of way in, over, or affecting the following existing footpath shall cease and be extinguished, and the soil thereof shall vest absolutely in the Company where the land upon each side belongs to them, and elsewhere shall vest in the owner of the adjoining lands; (that is to say,)

So much of the public footpath in the said parish of Saltwood, on the east side of Hayne Wood, as lies between the points of commencement and termination of the new footpath by this section authorised.

Diversion of Sandy Lane.

**8.** Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, alter and divert the following road; (that is to say,)

The road called Sandy Lane, in the parish of Cheriton, in the county of Kent, commencing at or near its junction with the Hythe and Sandgate public highway, and terminating at a point about forty-four yards south of the private road leading to Seabrook House;

and may stop up and discontinue as a highway so much of Sandy Lane aforesaid as lies between the points of commencement and termination of the alteration and diversion aforesaid, and as will not be required for such alteration and diversion, and thereupon all rights of way in, over, or affecting the portion of Sandy Lane aforesaid so stopped up shall be extinguished, and the soil thereof shall vest absolutely in the respective owners of the adjoining lands, excepting as regards so much of the said Sandy Lane as will be required by the Company in making and maintaining the said Hythe and Sandgate Extension Railway, and which said portion of road shall vest absolutely in the Company, and the altered road shall be open to the public, and shall be repairable by the same authorities or persons, and by the same means, by which the remaining portion of the same road is repairable.

Diversion of military road.

**9.** Subject to the provisions of this Act, the Company may, in accordance with the deposited plans and sections, alter and divert the following road; (that is to say,)

The military road in the parish of Cheriton, in the county of Kent, leading from the Hythe and Sandgate public highway to Shorncliffe Camp, commencing at the junction of the said military road with the Hythe and Sandgate public highway, and terminating at a point on the said military road eight chains or thereabouts from its junction with Sandy Lane;

and may stop up and discontinue as a highway so much of the military road aforesaid as lies between the points of commencement and termination of the alteration and diversion aforesaid, and as will not be required for such alteration and diversion, and thereupon all rights of way in, over, or affecting the portion of military road aforesaid so stopped up shall be extinguished, and the soil thereof shall vest absolutely in the respective owners of the adjoining lands, excepting as regards so much of the said road as may be required by the Company in making and maintaining the said Hythe and Sandgate Extension Railway, and which said portion of road shall vest absolutely in the Company, and the altered road shall be open to the public, and shall be repairable by the same authorities or

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persons, and by the same means, by which the remaining portion of the same road is repairable.

Period for completion of works.

**10.** If the works authorised by this Act are not completed within three years from the passing of this Act, then, on the expiration of that period, the powers by this Act granted to the Company for executing the same, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as is then completed.

Power to take lands.

**11.** Subject to the provisions of this Act, the Company may from time to time enter on, take, and use such of the lands delineated on the deposited plans, and described in the deposited book of reference, as they require for purposes of this Act, not being lands which are contained in the book of reference and have reference to a new line of railway in the parish of Greenwich, which is shown upon the deposited plans, but is not authorised by this Act.

Period for compulsory purchase.

**12.** The powers of the Company for the compulsory purchase of lands authorised to be taken by this Act shall not be exercised after the expiration of three years from the passing of this Act.

Lands for extraordinary purposes.

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

Power to agree for easements, &c.

**14.** The Company may take by agreement, and any person by the Lands Clauses Consolidation Act, 1845, or otherwise, enabled to sell lands may grant to them, any term, estate, easement, interest, right, or privilege in, over, affecting, or belonging to lands, at a yearly rent or otherwise, but in the case of a person not enabled otherwise than by the Lands Clauses Consolidation Act, 1845, to sell lands, then subject and according to the provisions relative to the taking of lands by agreement contained in that Act and the Lands Clauses Consolidation Acts Amendment Act, 1860, for which purpose any such term, estate, easement, interest, right, or privilege shall be deemed lands within the meaning of those Acts.

Extension of time for parts of railway (No. 1) of 1866.

**15.** The period limited by the Company's Act of 1866 for the compulsory purchase of lands for the purposes of that Act, as far as regards so much of railway (No. 1) thereby authorised as is not situate between the point where the centre line of railway, according to the deposited plans referred to in the said Act, crosses the outside wall forming the western boundary of the properties in Greenwich numbered 38 on those plans and a point upon railway (No. 2) authorised by the Company's Act of 1865, about twenty-two chains to the eastward of Conduit Lane, as that period is extended by the Company's Act of 1867, is by this Act further extended, and

the compulsory powers of purchase may be exercised until the first day of October one thousand eight hundred and seventy-one, and the period by the same Acts limited and extended for the completion of works, as far as regards the same portions of railway, is by this Act further extended for two years from the passing of this Act.

Penalty if parts of railway No. 1 not made within extended time.

**16.** If the Company fail within the period limited by this Act to complete the said portions of railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said portions of railway are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17th and 18th Victoria, chapter 31, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in the said third section of the Act 17th and 18th Victoria, chapter 31, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of moneys to be recovered by way of penalty.

**17.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said portions of railway or any part thereof, or who may be subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company, and for which injury or loss no compensation, or inadequate compensation, shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a

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portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company from whom such penalty was recovered.

Extension of time for railways of 1865.

**18.** The period limited by the Company's Act of 1865 for the compulsory purchase of lands for the purposes of that Act, as far as regards the railway (No. 1) by that Act authorised, and as far as regards so much of railway (No. 2) by the same Act authorised as lies between the junction of the railway (No. 1) authorised by the Company's Act of 1866 with the said railway (No. 2) and the junction of the said railway (No. 2) with the Company's North Kent line near Church Lane, as that period is extended by the Company's Act of 1867, is by this Act further extended, and the compulsory powers of purchase may be exercised until the first day of October one thousand eight hundred and seventy-one, and the period by the Company's Acts of 1865 and 1867 limited and extended for the completion of works, as far as regards the same railway and portion of railway, is by this Act further extended for two years from the passing of this Act.

Penalty if railway No. 1 and part of railway No. 2 not made within extended time.

**19.** If the Company fail within the period limited by this Act to complete the said railway No. 1, and the before-mentioned portion of railway No. 2, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway and portion of railway are completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the 3rd section of the Act 17th and 18th Victoria, chapter 31, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in the said 3rd section of the Act 17th and 18th Victoria, chapter 31, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such line by

unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of moneys recovered by way of penalty.

**20.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of railway No. 1, or any portion thereof, or of the said portion of railway No. 2, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company, and for which injury or loss no compensation, or inadequate compensation, shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company from whom such penalty was recovered.

Extension of time for Hythe and Sandgate line.

**21.** The period limited by the Company's Cranbrook, Hythe, and Sandgate Act of 1864 for the compulsory purchase of lands for the purposes of that Act, as far as regards the Hythe and Sandgate Extension Railway, as that period is extended by the Company's Act of 1867, is by this Act further extended, and the compulsory powers of purchase may be exercised for two years from the passing of this Act, and the period by the same Acts limited and extended for the completion of works is by this Act further extended for three years from the passing of this Act.

Penalty if Extension Railway not made within extended time.

**22.** If the Company fail within the period limited by this Act to complete the said Extension Railway, the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works; and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the 3rd section of the Act 17th and 18th Victoria, chapter 31, known as

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"The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in the said 3rd section of the Act 17th and 18th Victoria, chapter 31, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of moneys recovered by way of penalty.

**23.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said Extension Railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company, and for which injury or loss no compensation, or inadequate compensation, shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company from whom such penalty was recovered.

Extension of time for Westerham line.

**24.** The period limited by the Company's Westerham Act of 1864 for the compulsory purchase of lands for the purposes of that Act, as extended by the Company's Act of 1867, is by this Act further extended, and the compulsory powers of purchase may be exercised for two years from the passing of this Act, and the period by the same Acts limited and extended for the completion of works is by this Act further extended for three years from the passing of this Act.

Penalty if extension to Westerham

**25.** If the Company fail within the period limited by this Act to complete the Extension Railway to Westerham, the Company shall

be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the said railway is completed and opened for public traffic, or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the works, and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act, and in the same manner as the penalty provided in the third section of the Act 17th and 18th Victoria, chapter 31, known as "The Railway and Canal Traffic Act, 1854," and every sum of money recovered by way of such penalty as aforesaid shall be paid, under the warrant or order of such court or judge as is specified in the said third section of the Act 17th and 18th Victoria, chapter 31, to an account opened or to be opened in the name and with the privity of the Accountant General of the Court of Chancery in England in the bank named in such order, and shall not be paid thereout except as herein-after provided, but no penalty shall accrue in respect of any time during which it shall appear, by a certificate to be obtained from the Board of Trade, that the Company was prevented from completing or opening such line by unforeseen accident or circumstances beyond their control, provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

not made within extended time.

**26.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable, and after due notice in the "London Gazette" shall be applied, towards compensating any landowners or other persons whose property may have been interfered with or otherwise rendered less valuable by the commencement, construction, or abandonment of the said railway or any portion thereof, or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company, and for which injury or loss no compensation, or inadequate compensation, shall have been paid, and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Court of Chancery in England may seem fit; and if no such compensation shall be payable, or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation, then the said sum or sums of money recovered by way of penalty, or such portion thereof as may not be required as aforesaid, shall be paid to the Company from whom such penalty was recovered.

Application of moneys recovered by way of penalty.

**27.** Section 6 of the Company's Act of 1867, so far as the same relates to the railways or portions of railway in respect of which an extension of time is by this Act granted, is hereby repealed.

Partial repeal of section 6 of Company's Act of 1867.

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Extension of time for lands at Hastings.

**28.** The period limited by the Company's Act of 1866 for the compulsory purchase, for station accommodation and other purposes of the Company's undertaking, of additional lands and houses in the several parishes of Holy Trinity, in the borough of Hastings and Saint Leonards, in the county of Sussex, adjoining and near to the Company's Hastings Station, as extended by the Company's Act of 1867, is by this Act further extended, and the compulsory powers of purchase may be exercised for two years from the passing of this Act.

Abandonment of railways.

**29.** The Company shall abandon the construction of the following railways and portion of railway; (that is to say,)

(1.) The railway (No. 1) authorised by the Company's Cranbrook, Hythe, and Sandgate Act of 1864:

(2.) The railway (No. 3) authorised by the Company's Act of 1865:

(3.) The railway (No. 4) authorised by the same Act:

(4.) The railway (No. 2) authorised by the Company's Act of 1866:

(5.) The railway (No. 3) authorised by the same Act.

Compensation for damage to land by entry, &c.

**30.** The abandonment by the Company under the authority of this Act of any railway or works shall not prejudice or affect the right of the owner or occupier of any land to receive compensation, in accordance with the provisions in that behalf of the Lands Clauses Consolidation Act, 1845, for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels, or probing or boring to ascertain the nature of the soil, or setting out of the line of railway, and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company to receive compensation, in accordance with the provisions in that behalf of the Railways Clauses Consolidation Act, 1845, for such temporary occupation, or for any loss, damage, or injury which may have been sustained by such owner or occupier by reason thereof, or of the exercise, as regards such land, of any of the powers contained in the last-mentioned Act or any of the Company's former Acts.

Compensation in respect of railways abandoned.

**31.** Where before the passing of this Act any contract has been entered into or notice given by the Company for the purchasing of any land for the purposes of or in relation to any railway or works by this Act authorised to be abandoned which shall not be required for the purposes of any of the works by this Act authorised, full compensation shall be made by the Company to the owners and occupiers, or other persons interested in such lands, for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice, and the amount and application of the compensation shall be determined in manner provided by the Lands Clauses Consolidation Act,

1845, for determining the amount and application of compensation paid for lands taken under the provisions thereof.

Lease of site of Lord Warden Hotel.

**32.** The Company may take an assignment from the said trustees, their executors or administrators, of the lease of the site of the Lord Warden Hotel at Dover.

Agreement for transfer of Charing Cross Hotel.

**33.** The Company and the Charing Cross Hotel Company (Limited) may from time to time enter into and carry into effect such agreements, on such terms and conditions, as they think fit for the transfer to the Company of the undertaking of the Charing Cross Hotel Company (Limited), and a surrender by the last-mentioned Company to the Company of the lease of parts of the Company's Charing Cross Station and appurtenances granted by the Company to the Charing Cross Hotel Company (Limited), or for the transfer or re-assignment to the Company of any part or parts of the premises comprised in that lease, and the transfer or surrender to the Company of all or any of the rights and interests of the Charing Cross Hotel Company (Limited) in or connected with the part or parts of those premises so transferred or re-assigned.

Provisions for settling purchase money between Company and Charing Cross Hotel Company (Limited).

**34.** The purchase money to be paid by the Company to the Charing Cross Hotel Company on any purchase made under the provisions contained in the preceding section shall be settled by two arbitrators, one to be appointed by the Company, and the other by the Charing Cross Hotel Company (Limited), at an extraordinary general meeting of that Company specially convened for the purpose, at which meeting the Company shall not be entitled to vote.

Certain sections of "The Lands Clauses Consolidation Act, 1845," to apply to arbitration between Company and Charing Cross Hotel Company (Limited).

**35.** The sections numbered 25 to 28, 30 to 33, and 35 to 37, all inclusive, of "The Lands Clauses Consolidation Act, 1845," shall extend and apply to any arbitration under the last preceding section, subject nevertheless to that section, and to the following provisions; namely,

The time for the nomination and appointment of any arbitrator by the Charing Cross Hotel Company (Limited) shall be twenty-eight days after notice in writing from the Company for that purpose:

All the costs of any such arbitration and incident thereto shall, if either the Company or the Charing Cross Hotel Company (Limited) so require, be settled by one of the Masters of the Court of Queen's Bench, and shall be borne and paid by the Company and the Charing Cross Hotel Company (Limited) in equal moieties.

Powers as to Charing Cross Hotel not to be exercised except on terms agreed to with Charles Morrison.

**36.** The Company shall not exercise any of the powers in this Act contained as to the undertaking of the Charing Cross Hotel Company (Limited), or as to parts of the Company's Charing Cross Station and appurtenances leased by the Company to the Charing Cross Hotel Company (Limited), except with the consent in writing of Charles Morrison, Esquire, a mortgagee of the Charing Cross Hotel Company (Limited).

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Agreement for transfer of City Terminus Hotel.

**37.** The Company and the City Terminus Hotel Company (Limited) may from time to time enter into and carry into effect such agreements, on such terms and conditions, as they think fit, for the transfer to the Company of the undertaking of the City Terminus Hotel Company (Limited), and a surrender by the last-mentioned Company to the Company of the lease of parts of the Company's Cannon Street Station and appurtenances granted by the Company to the City Terminus Hotel Company (Limited), or for the transfer or re-assignment to the Company of any part or parts of the premises comprised in that lease, and the transfer or surrender to the Company of all or any of the rights and interests of the City Terminus Hotel Company (Limited) in or connected with the part or parts of those premises so transferred or re-assigned.

Provision for settling purchase money between Company and City Terminus Hotel Company (Limited).

**38.** The purchase money to be paid by the Company to the City Terminus Hotel Company (Limited) on any purchase made under the provisions contained in the preceding section shall be settled by two arbitrators, one to be appointed by the Company, and the other by the City Terminus Hotel Company (Limited), at an extraordinary general meeting of that Company specially convened for the purpose, at which meeting the Company shall not be entitled to vote.

Certain sections of "The Lands Clauses Consolidation Act, 1845," to apply to arbitration between Company and City Terminus Hotel Company (Limited).

**39.** The sections numbered 25 to 28, 30 to 33, and 35 to 37, all inclusive, of "The Lands Clauses Consolidation Act, 1845," shall extend and apply to any arbitration under the last preceding section, subject nevertheless to that section, and to the following provisions; namely,

The time for the nomination and appointment of any arbitrator by the City Terminus Hotel Company (Limited) shall be twenty-eight days after notice in writing from the Company for that purpose:

All the costs of any such arbitration and incident thereto shall, if either the Company or the City Terminus Hotel Company (Limited) so require, be settled by one of the Masters of the Court of Queen's Bench, and shall be borne and paid by the Company and the City Terminus Hotel Company (Limited) in equal moieties.

Restriction on exercise of transfers of hotels.

**40.** Provided that the powers of the Company under this Act in relation to the Charing Cross Hotel Company (Limited) and the City Terminus Hotel Company (Limited) shall be exercised only with the sanction of at least three fifths of the votes of the shareholders of the Company present, personally or by proxy, at an extraordinary general meeting specially convened for the purpose.

Power to hold, let, or manage hotels.

**41.** The Company may hold as part of their undertaking the Lord Warden Hotel at Dover and the Pavilion Hotel at Folkestone, and they may also hold as part of their undertaking the hotel now

of the Charing Cross Hotel Company (Limited), and the hotel now of the City Terminus Hotel Company (Limited) (when the last-mentioned two hotels respectively are vested in the Company), or any one or more of them, or any part of any of them, and may let or manage the same several hotels, or any one or more of them, or any part of any of them, as they from time to time think fit.

Days for payment of dividends, &c.

**42.** Notwithstanding anything in any former Act, the Company may pay the dividends and annuities from time to time payable by them on such days in each year as the Company in general meeting from time to time direct, but this enactment shall in nowise alter or affect the amount payable by way of dividend or annuity.

Half years of Company.

**43.** As from and after the thirty-first day of January one thousand eight hundred and seventy-one, the accounts of the Company shall be made up for the half years ending the thirtieth day of June and the thirty-first day of December, and all the provisions of the Company's Acts relating to the division of the year into half years, for purposes of account or otherwise, shall be read and have effect as if the thirtieth day of June and the thirty-first day of December respectively were therein mentioned instead of any other days.

Extending time for sale of lands.

**44.** The Company may, notwithstanding anything to the contrary in "The Lands Clauses Consolidation Act, 1845," or in any Act relating to the Company with which that Act is incorporated, retain and hold any lands belonging to them, and which have not yet been applied to the purposes of the Company, for the period of ten years after the passing of this Act, but the Company shall at the expiration of that period sell and dispose of all such parts of those lands respectively as shall not then have been sold or disposed of or applied to, or are not then required for, the purposes of their undertaking.

Building leases, &c. of superfluous lands.

**45.** The Company may at any time, and from time to time, grant leases of any superfluous lands held by them, or otherwise dispose thereof, for building or other purposes, for such terms of years or other interests, at or for such rents or other considerations, and subject to such covenants, conditions, and stipulations, or on such other terms as they deem expedient with reference to the circumstances of each case.

Apportionment of rent, &c. on severance of reversion.

**46.** Whenever, by vesting in various owners or otherwise, the reversion on any lease granted by the Company under this Act of any superfluous lands is severed, any rent reserved thereon may be apportioned by agreement between the owners, with the consent in writing of the lessees, and in default of agreement by an arbitrator appointed by the Board of Trade, and after any such apportionment the owner of each part of the reversion shall, in respect of the apportioned rent allotted or belonging to him, have the benefit of

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all conditions or powers of re-entry for nonpayment of the original rent, in like manner as if such conditions or powers had been reserved to him as incident to his part of the reversion in respect of the apportioned rent allotted or belonging to him.

Application of telegraph sale money and corporate funds.

**47.** The Company may apply for the construction and completion of the railways in the parish of Greenwich which they are by any former Act authorised to construct any money received or to be received by them from Her Majesty's Postmaster General for the purchase of or otherwise in respect of the public telegraph business of the Company, and the Company may apply for any of the purposes of this Act any money which under or by any former Act they have raised or are authorised to raise, and which is not required for any purpose of any such former Act.

Railways not exempt from provisions of present and future general Acts.

**48.** Nothing in this Act shall exempt the railways of the Company 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 to be taken by the Company.

Expenses of Act.

**49.** The costs, charges, and expenses preliminary to and of and incidental to the preparing, applying for, obtaining, and passing of this Act shall be paid by the Company.

## The SCHEDULE to this Act.

*The Company's former Acts referred to.*

| Session and Chapter. | Short Title. | Short Description. |
|---|---|---|
| 27 & 28 Vict., cap. xcviii. | The South-eastern Railway (Extension to Westerham) Act, 1864. | The Company's Westerham Act of 1864. |
| 27 & 28 Vict., cap. xcix. | The South-eastern Railway (Extension to Cranbrook, Hythe, &c.) Act, 1864. | The Company's Cranbrook, Hythe, and Sandgate Act of 1864. |
| 28 & 29 Vict., cap. cccxliii. | The South-eastern Railway Act, 1865. | The Company's Act of 1865. |
| 29 & 30 Vict., cap. ccxxvii. | The South-eastern Railway Act, 1866. | The Company's Act of 1866. |
| 30 & 31 Vict., cap. viii. | The South-eastern Railway (Capital) Act, 1867. | The Company's Act of 1867. |

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