CHAPTER clxxxi.

An Act for extending the Time for completion of Works at Bermondsey, and for the purchase of Lands for and completion of the Rye and Denge-ness Railway and Pier; and for other purposes. [2d August 1877.]

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WHEREAS it is expedient to extend the time limited by the South-eastern Railway Act, 1872, and by the Rye and Denge-ness Railway and Pier Act, 1873, respectively, for the completion of certain works thereby respectively authorised, and also to further extend the time limited for the compulsory purchase of certain lands authorised to be taken by the last-named Act: 35 & 36 Vict. c. cliii.

And whereas by the Bromley Direct Railway Act, 1874, the Bromley Direct Railway Company were incorporated, and authorised to make a railway, and it is expedient that the South-eastern Railway Company (in this Act called "the Company") be authorised to contribute to the cost of constructing that railway, and to hold shares in the capital of the Bromley Direct Railway Company, and to guarantee the payment of interest and dividend on the capital of that company: 37 & 38 Vict. c. cxix.

And whereas, under the authority in that behalf contained in the London, Chatham, and Dover Railway (Kent Lines) Act, 1865, an agreement was made on the 7th of September 1865 between the Company and the London, Chatham, and Dover Railway Company with respect to the division of Continental and other traffic, and it is expedient that provision be made for modifying and extending by mutual consent the terms of that agreement as herein-after provided:

And whereas by an Act passed in the year 1873 the Tunbridge Wells and Eastbourne Railway Company were incorporated, and authorised to make a railway (in this Act referred to as "the Tunbridge Wells and Eastbourne Railway"); and by the London, Brighton, and South Coast and Tunbridge Wells and Eastbourne Railway Companies Act, 1876, the undertaking of the Tunbridge Wells and Eastbourne Railway Company was vested in the London,

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Brighton, and South Coast Railway Company, and it is expedient that the agreement between the Company and the London, Brighton, and South Coast Railway Company contained in the schedule to this Act, with respect to the division of receipts arising from traffic between Eastbourne and London, should be confirmed:

And whereas the Company have established a reserve or insurance fund for contingencies, and a provident or sick fund, and it is expedient that provision be made for the maintenance and application of these funds:

And whereas the purposes of this Act cannot be effected without the authority of Parliament:

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

Short title.

1. This Act may be cited as the "South-eastern Railway Act, 1877."

Interpretation of terms.

2. For the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Certain provisions of 26 & 27 Vict. c. 92. incorporated.

3. Part II. (relating to extension of time) and Part III. (relating to working agreements) of the Railways Clauses Act, 1863, are (except where expressly varied by this Act) incorporated with and form part of this Act.

Extension of time limited for altering St. James's Road, Bermondsey.

4. The time limited by the South-eastern Railway Act, 1872, for the completion of the alterations and raising of the level of Saint James's Road, in the parish of Saint Mary Magdalen, Bermondsey, and the carrying of that road by a bridge over the Bricklayers' Arms branch of the Company, and consequent alteration in the levels of adjoining roads, shall be extended for a period of one year from the twenty-fifth day of July one thousand eight hundred and seventy-seven.

Extension of time for compulsory purchase of lands under Rye, &c. Railway and Pier Act, 1873.

5. The time limited by the Rye and Denge-ness Railway and Pier Act, 1873, and extended by the South-eastern Railway Act, 1876, for the compulsory purchase of lands for the purposes of the first-named Act, shall be further extended for a period of one year from the fifth day of August one thousand eight hundred and seventy-seven.

Extension of time limited for completion of works authorised by Rye, &c. Railway and Pier Act, 1873.

6. The time limited by the Rye and Denge-ness Railway and Pier Act, 1873, for the completion of the works authorised by that Act shall be extended for a period of one year from the fifth day of August one thousand eight hundred and seventy-eight.

For protection of Post-Office telegraphs.

7. If, in the execution of the works authorised by the South-eastern Railway Act, 1872, or the Rye and Denge-ness Railway and Pier Act, 1873, or by this Act, the Company desire to alter, remove, or otherwise interfere with any telegraph poles, wires, or telegraph apparatus belonging to Her Majesty's Postmaster General, and not situate upon the Company's railway or works connected therewith, the following provisions for the protection of the Post Office telegraphs shall apply; (that is to say,)

(Notice to be given before interfering with telegraphs.)

Before the Company alter or remove or interfere with any such telegraph poles, wires, or telegraph apparatus, the Company shall give to the Postmaster General one calendar month's previous notice in writing of such intended alteration, removal, or other interference, specifying all requisite and proper particulars relating thereto; and if the Postmaster General shall, before the expiration of one calendar month after the service upon him of the said notice from the Company, give the Company notice of his intention so to do, he may execute at the cost of the Company, and thereafter at his own expense maintain, the works specified in the Company's notice, and such other works, substituted wires, and conveniences as may be reasonably required for making good the telegraph poles, wires, or telegraph apparatus so required to be altered, removed, or interfered with, using all due despatch in the execution thereof, and not interfering with or obstructing the use of the railway. If at the expiration of one calendar month the Postmaster General shall not have commenced such works, then such alteration, removal, or interference may be carried out by the Company, but so as to cause no impediment or obstruction whatsoever to the due transmission of messages along such wires, or, at the option of the Postmaster General, along substituted wires to be provided by the Company at their own expense, to the satisfaction in all respects of the Postmaster General:

(Compensation by Company to Postmaster General, and penalty.)

Subject to the provisions of this section, the Company shall from time to time make full compensation to Her Majesty's Postmaster General for any expense, loss, or damage which he is put to or sustains by reason of any such alteration, removal, or other interference with any telegraph post, wire, apparatus, or work of the Postmaster General causing any interruption of or impediment to postal telegraphic communi-

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cation; and the Company shall, in addition to making compensation as aforesaid, be liable to forfeit a sum not exceeding twenty pounds for every twenty-four hours during which that interruption or impediment continues. The amount of any such expense, loss, damage, or forfeiture shall be a debt due from the Company to the Crown, and be recoverable accordingly, with costs, or the same may be recovered, with costs, on behalf of the Postmaster General, as a penalty is recoverable from the Company.

Saving for Telegraph Act and agreements.

8. Nothing in this Act relating to Her Majesty's Postmaster General shall take away, abridge, or prejudicially affect any right, power, estate, or interest of the Postmaster General or of the Company under or by virtue of the Telegraph Act, 1868, or any agreement between the Company and the Postmaster General.

Property of Edward Barrett Curteis, Esq., not to be taken except upon conditions herein named.

9. Notwithstanding anything contained in this Act, or in any other Act relating to the Company, or in any Act incorporated therewith respectively, it shall not be lawful for the Company to take and enter upon or use (otherwise than by agreement) any of the land situate at East Guldeford, in the county of Sussex, and numbered 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 26A, 29, 30, and 31 respectively on the deposited plans of "The Rye and Denge-ness Railway and Pier Act, 1873," belonging or claimed to belong to Edward Barrett Curteis, Esquire, or in which he is interested, except upon and subject to the following conditions:

1. If the Company shall desire to purchase or take such land, they shall serve the notice, under the eighteenth section of "The Lands Clauses Consolidation Act, 1845," of their intention so to do before the first day of February one thousand eight hundred and seventy-eight:
2. After having given any such notice, the Company shall proceed to have the amount of purchase money and compensation payable to the said Edward Barrett Curteis or any one claiming through or under him thereby assessed and determined under the provisions of "The Lands Clauses Consolidation Act, 1845," and shall within one year from the time of the passing of this Act pay or deposit, under the provisions of the said "Lands Clauses Consolidation Act, 1845," the amount of such purchase and compensation:
3. In case such notice shall not be duly served before the first day of February one thousand eight hundred and seventy-eight, or in case, after the service of such notice, the amount of such purchase money and compensation shall not be duly paid or deposited as aforesaid within one year from the pass-

ing of this Act, all the powers of the Company under this Act, or any of the Acts before referred to, for entering upon, taking, or using otherwise than by agreement any of the said lands of the said Edward Barrett Curteis shall wholly cease and determine, and the Company shall thenceforward be wholly incapable of putting the same or any of them into force.

Power to contribute to Bromley Direct Railway.

10. The Company may contribute out of their funds any sum or sums not exceeding in the aggregate thirty thousand pounds towards the cost of the construction of the railway authorised by the Bromley Direct Railway Act, 1874, and may take and hold shares to an amount not exceeding thirty thousand pounds in the capital of the Bromley Direct Railway Company, and may guarantee the payment of interest or dividends, at a rate not exceeding five pounds per centum per annum, on any amount not exceeding thirty thousand pounds of the share capital of the Bromley Direct Railway Company.

Power to vary by consent agreement with London, Chatham, and Dover Railway Company.

11. The Company on the one hand and the London, Chatham, and Dover Railway Company on the other hand may from time to time by mutual consent revise, vary, modify, or enlarge the agreement between them dated the 7th day of September 1865, and the powers of the referee under the said agreement shall apply to the agreement as so revised, varied, modified, or enlarged: Provided always, that such revision, variation, modification, or enlargement shall be made only with a view to the improvement and extension of the service between England and the Continent by way of any port or ports on the system of either of the Companies for the time being.

As to agreement for division of traffic with the London, Brighton, and South Coast Railway Company.

12. The agreement between the Company and the London, Brighton, and South Coast Railway Company, a copy of which is set forth in the schedule to this Act, is hereby confirmed and declared binding on both parties thereto, and shall be carried into effect accordingly.

Provision as to reserve or insurance fund.

13. The Company may from time to time apply their reserve or insurance fund to meet contingencies in such manner as the Company from time to time, with the sanction of a general meeting, think fit, and may from time to time carry to their reserve or insurance fund such sums and out of such funds as the Company from time to time, with the like sanction, determine: Provided that the whole or any part of such reserve or insurance fund shall in no case be used in payment of any interest or dividend to any shareholder or shareholders of the Company on the amount of the shares or stock held by him or them, or appropriated for the purpose of

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constructing or assisting in constructing any railway, or for providing the money deposit or any portion thereof required under the standing orders of either House of Parliament, now or hereafter in force, to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company or any other Company to construct any railway or to execute any work or undertaking.

Establishment of sick fund.

14. A fund, to be called the "Provident or Sick Fund," may be established for the payment of allowances during sickness to the officers and servants of the Company, and for this purpose three or more directors of the Company for the time being, and such other persons being officers of the Company as shall be nominated by the directors, shall constitute a committee for the purpose of preparing and shall prepare a scheme for the establishment of a fund for the payment of such allowances to the salaried officers or servants of the Company being contributors to that fund, and that committee may by a majority of its members determine in and by such scheme the following matters and things; (that is to say,)

What class of officers and servants of the Company shall be entitled to contribute to the fund, and what length of service shall entitle them so to participate, and to what extent such contribution shall be obligatory upon the officers and servants of the Company:

What (if anything) shall disqualify any officer or servant of the Company from becoming a contributor to the fund, and participating in the benefits thereof:

In what circumstances any person having been a contributor to the fund shall cease to be entitled to participate in the benefits thereof:

What proportion (if any) of his own and of the Company's contribution to the fund any person having been but ceasing to be a contributor thereto shall be entitled to receive:

The per-centage of their salaries which the officers and servants of the Company shall contribute to the fund, not exceeding the rate of two pounds ten shillings for each one hundred pounds of their respective salaries:

The future management and direction of the fund, and the number, qualification, and mode of appointment or election of the committee (in this Act called "the managing committee") in whom such management and direction shall be vested, and the remuneration of the members and officers of the managing committee:

The mode in which, the persons by whom, and the times at which the accounts of the managing committee or of their treasurer

or other officer shall be audited, and the manner in which contributors to the fund and others shall have access to the accounts:

The securities upon which the moneys received on account of the fund shall from time to time be invested:

That the persons to be benefited by the said fund may be divided into two or more classes, according to the amount of salary or according to such other conditions as the committee shall determine, power being reserved by the scheme to remove any contributor from the one class to the other, provided that no such removal shall place the contributor in a worse position in respect of his past contributions than he would have occupied if the removal had not been made:

That the managing committee may from time to time, with the consent of the directors, modify the rules and regulations of the fund, and the conditions upon which persons may after such modification contribute thereto:

And generally all such other matters in relation to the fund as the committee appointed by this Act shall deem fit and proper to form part of and to be included in such scheme.

Committee may regulate their own procedure.

15. The managing committee may from time to time regulate their own procedure, and may appoint such officers and at such salaries payable out of the sick fund as they may think fit.

Exempting contributors from the Companies Acts, 1862 and 1867.

16. The contributors to the sick fund and the persons to be benefited by that fund shall not be deemed to be a company, association, or partnership within the meaning of the "Companies Acts, 1862 and 1867."

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

17. Nothing in this Act shall exempt 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.

Expenses of Act.

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

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The SCHEDULE referred to in the foregoing Act.

LONDON, BRIGHTON, AND SOUTH COAST RAILWAY COMPANY AND SOUTH-EASTERN RAILWAY COMPANY.

Agreement made the 29th day of March 1877, between the London, Brighton, and South Coast Railway Company (herein-after called the Brighton Company) of the one part, and the South-eastern Railway Company (herein-after called the South-eastern Company) of the other part.

The Act of last session (1876) making over the Tunbridge Wells and Eastbourne Railway to the Brighton Company having been passed without opposition, on the understanding that the terms herein-after mentioned should be embodied in an agreement,

It is hereby agreed between the parties hereto as follows; viz.,

1. The Brighton Company, on the completion of the Tunbridge Wells and Eastbourne Railway, shall work a reasonable service of trains between Eastbourne and the South-eastern Company's Tunbridge Wells Station, where all trains, carriages, and traffic reasonably required for the purposes of a through service are to be interchanged between the respective systems of the two Companies.

2. The gross receipts from all through traffic passing from Eastbourne to or through London, and vice versâ, whether viâ Tunbridge Wells or viâ Lewes, or viâ any other route of the Brighton Company, after deduction by the carrying Company of 25 per cent. on account of working expenses, shall be divided between the two Companies as follows; one half to the Brighton Company in respect of the traffic viâ Lewes or any other route of the Brighton Company, and as to the other half, viz., in respect of the traffic viâ Tunbridge Wells, the same shall be divided in due mileage proportions between the two Companies, the division to commence from 6th July 1879, whether the Tunbridge Wells and Eastbourne Railway be then completed or not.

3. "London" shall include all stations for the time being of the two Companies respectively, and of every other Company at which either of the two Companies shall book to or from Eastbourne, and respectively lying within a six-mile radius from Charing Cross and north of a straight line drawn east and west through the south end of Clapham Junction Station.

4. The amount of the through rates and fares in respect of the through bookings between London and Eastbourne shall not exceed the aggregate of the two Companies' local rates and fares, subject to revision from time to time as may be agreed on, or failing agreement as may on the request of either party be fixed by arbitration under the arbitration clause herein-after contained.

5. In addition to the above-mentioned through bookings, there shall also be local through bookings established between all stations on the South-eastern Company's lines between Tunbridge Wells and London on the one hand, and the Brighton Company's lines between Tunbridge Wells and Eastbourne on the other hand. The amount of the through rates and fares in respect of such last-mentioned local through bookings shall be the aggregate of the two Companies' local rates and fares, and the same shall be divided in those proportions accordingly.

6. Accounts in respect of the traffic divided and interchanged under this agreement shall be kept, rendered, and agreed, and the balances thereunder paid, in the same manner (mutatis mutandis) as is provided by the agreement (articles 15 to 18 inclusive) scheduled to the Brighton Company's Act of 1870 in respect of the competitive traffic mentioned in that agreement.

7. If within twelve months after the first year's working of the Tunbridge Wells and Eastbourne Railway either Company shall require a revision of the rate of division of the receipts from London and Eastbourne through traffic mentioned in article 2, or of the rate of per-centage for carrying such traffic, the question shall in case of difference be settled by arbitration under the arbitration clause herein-after contained.

8. If the South-eastern Company should hereafter deem it to be absolutely necessary that a junction line between the Tunbridge Wells and Eastbourne Railway and the South-eastern Railway at or near Frant should be constructed, in order to obtain another route viâ Tunbridge Wells, the question shall in default of agreement be submitted to the arbitrator under this agreement to say whether such junction railway is required in the interests of the public and of the two Companies, and would be fairly remunerative, and if he decide in the affirmative, the two Companies shall apply to Parliament for an Act empowering them to construct such junction railway at their joint and equal expense.

9. Each of the two Companies engages not to do or consent to anything which shall prejudicially affect the interests of the other in respect of the traffic forming the subject of this agreement, and in case of any difference between the two Companies as regards any matter under this agreement, or as regards either of them doing anything that ought not to be done or omitting to do anything that ought to be done in order to act in good faith according to the spirit of this agreement, the matter in difference shall be first remitted for consideration to the chairman and deputy chairman and one other director of each Company, and if they cannot agree, then the same shall be referred to and decided by George Leeman, Esq., M.P., whom failing, by the President for the time being of the Railway Companies' Association; and in case of anything occurring by the action of third parties (notwithstanding that the Companies have acted in good faith in endeavouring to prevent it) which shall materially alter the basis of this arrangement, it shall also be referred to the said George Leeman, whom failing, to such other arbitrator as aforesaid, to decide what modification of this arrangement shall be made so as to preserve under such altered circumstances the spirit of this agreement, which is for a fair division of the traffic which might if not divided become the subject of competition.

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10. The decision of the arbitrator in every case shall be final and conclusive on the parties hereto, and this agreement shall be deemed to be a submission to arbitration under the Railway Companies Arbitration Act.

11. The two Companies shall join or concur in any application to Parliament that may be necessary or proper for confirmation of this agreement.

As witness the common seals of the two Companies respectively, the day and year first above written.

Seal of the London, Brighton, & South Coast Railway Company

Seal of the South-eastern Railway Company.

LONDON : Printed by George Edward Eyre and William Spottiswoode,
Printers to the Queen's most Excellent Majesty. 1877.