CHAPTER cliii.

An Act to confer upon the South-eastern Railway Company further powers with reference to their own undertakings and those of other Companies; and for other purposes. A.D. 1879.

[21st July 1879.]

WHEREAS by the South-eastern Railway Act, 1872, the South-eastern Railway Company (in this Act called "the Company") were authorised to complete certain works at Bermondsey, and the time limited for the completion of those works was extended by Acts passed in 1877 and 1878, and it is expedient that it be further extended: 35 & 36 Vict. c. cliii. 40 & 41 Vict. c. clxxxi.

And whereas it is expedient to extend the time limited by the South-eastern Railway Act, 1876, for the compulsory purchase by the Company of certain lands: 41 & 42 Vict. c. cxcix. 39 & 40 Vict. c. ccxxviii.

And whereas it is expedient that the Company be empowered to alter and widen the bridge and railway in this Act referred to and to acquire certain additional lands:

And whereas by the Bromley Direct Railway Act, 1874, the Bromley Direct Railway Company (in this Act called "the Bromley Company") were incorporated and authorised to make a railway from Bromley, in the county of Kent, to the Grove Park Station of the South-eastern Railway Company, and the provisions of that Act were amended by the Bromley Direct Railway Act, 1876, and the Bromley Direct Railway Act, 1877: 37 & 38 Vict. c. cxix. 39 & 40 Vict. c. cxxi. 40 & 41 Vict. c. clxxiv.

And whereas it is expedient that the undertaking of the Bromley Company be transferred to and vested in the Company, and that the Bromley Company be dissolved:

And whereas by the Westerham Valley Railway Act, 1876, the Westerham Valley Railway Company were incorporated and authorised to make a railway, commencing in the parish of Otford, in the county of Kent, by a junction with the Sevenoaks and Tunbridge branch of the South-eastern Railway, and terminating in the parish of Westerham, in the same county, and it is expedient that the 39 & 40 Vict. c. clxvi.

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Company be authorised to contribute funds towards the capital of the Westerham Railway Company:

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

And whereas plans and sections showing the lines and levels of the proposed new works, and the lands in or through which the same are intended to be made, and plans of the lands which the Company are by this Act empowered to acquire, and books of reference to those respective plans, containing the names of the owners and lessees, or reputed owners and lessees, and of the occupiers of the said lands, have been deposited with the respective clerks of the peace for the counties of Kent, Surrey, and Sussex, and are herein-after respectively referred to as the deposited plans, sections, and books of reference:

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

May it therefore please Your Majesty that it may be enacted; and be it enacted by the Queen's most Excellent Majesty, by and with 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, 1879.

Incorporation of general Acts.

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

8 & 9 Vict. c. 18.
23 & 24 Vict. c. 106.
32 & 33 Vict. c. 18.
8 & 9 Vict. c. 16.

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

The provisions of the Companies Clauses Consolidation Act, 1845, with respect to the following matters; (namely,)

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for nonpayment of calls;

The remedies of creditors of the Company against the shareholders;

The consolidation of the shares into stock;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The making of dividends;

The giving of notices; and

The provisions to be made for affording access to the special Act by all parties interested;

Also Part. I. (relating to cancellation and surrender of shares), Part II. (relating to additional capital), and Part III. (relating to debenture stock) of the Companies Clauses Act, 1863; 26 & 27 Vict. c. 118.

Also Part II. (relating to extension of time) and Part V. (relating to amalgamation) of the Railways Clauses Act, 1863. 26 & 27 Vict. c. 92.

Interpretation of terms.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings, unless there be something in the subject or context repugnant to such construction; and for the purposes of this Act the expression "superior courts" or "court of competent jurisdiction," or any other like expression in this Act or any Act wholly or partially incorporated herewith, shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt, and not a debt or demand created by statute.

Interpretation of term "parish clerk." 8 & 9 Vict. c. 20.

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

Further extension of time for completion of certain works in Bermondsey.

5. The time limited by the South-eastern Railway Act, 1872, as extended by the South-eastern Railway Act, 1877, and further extended by the South-eastern Railway Act, 1878, for the alteration and raising of the level of St. James' Road, in the parish of St. Mary Magdalen, Bermondsey, in the county of Surrey, and the carrying of that road by a bridge over the Bricklayers Arms Branch of the Company, and consequent alterations in the levels of adjoining roads, shall be further extended for a period of one year from the twenty-fifth day of July 1879, and sections five and six of the South-eastern Railway Act, 1878, shall have effect as if the period referred to in the said section five included the further period allowed by this section.

Nothing in this Act contained shall prejudice the rights of John Allan Rolls under an agreement made between the Company and the said John Allan Rolls, dated the first day of May 1873, and scheduled to this Act.

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Extension of time for compulsory purchase of certain lands.

6. The time limited by the South-eastern Railway Act, 1876, for the compulsory purchase of the following lands by that Act authorised to be acquired; (namely,)

(1.) The lands required for the extension of the Company's Hythe and Sandgate Branch Railway to Folkestone; and

(2.) The additional lands described in section eight of that Act, and therein numbered one to six both inclusive,

shall be further extended for a period of one year from the eleventh day of August 1879.

Power to widen bridge and Bricklayers Arms Railway.

7. Subject to the provisions of this Act, the Company may make and maintain, in the lines and according to the levels shown on the deposited plans and sections, the works herein-after described, and may enter upon, take, and use such of the lands delineated upon such of the deposited plans and described in the deposited books of reference as may be required for that purpose; (that is to say,)

(1.) They may alter and widen on both sides thereof the bridge which carries their railway over the road leading to the Old Priory Farm, in the parish of Holy Trinity, Hastings, in the county of Sussex.

(2.) They may widen their Bricklayers Arms Railway on the northern side thereof, such widening to commence in the parish of St. Mary Magdalen, Bermondsey, in the county of Surrey, at a point on the railway ninety yards or thereabouts from the western side of the Rotherhithe New Road, measuring along the centre of the railway in an easterly direction, and to be made through and from that parish into and through the parish of St. Mary, Rotherhithe, in the county of Surrey, and terminating in that parish by a junction with the Company's Bricklayers Arms and North Kent Junction Railway, at a point ninety-seven yards or thereabouts from the eastern side of the Rotherhithe New Road.

(3.) They may widen their Bricklayers Arms Railway on the southern side thereof, such widening to commence in the parish of St. Mary Magdalen, Bermondsey, in the county of Surrey, at a point on the railway ninety yards or thereabouts from the western side of the Rotherhithe New Road, measuring along the centre of the railway in a westerly direction, and to be made through and from that parish into and through the parish of St. Mary, Rotherhithe, in the county of Surrey, and terminating in that parish at a point on the Bricklayers Arms Railway ninety-seven yards or thereabouts from the eastern side of the Rotherhithe

New Road, measuring along the centre of the railway in an easterly direction.

As to widening railway over Napier Road, New Cross.

8. The Company shall not stop up any part of Napier Road, New Cross, in the parish of St. Paul, Deptford; but subject to and in accordance with the following provisions they may widen the railway where it crosses the said road:

(1.) The widening shall be so constructed as that the bridge carrying the widened railway over the said road shall be in the same straight line with and have throughout in the clear at least the same span and headway as the existing bridge.

(2.) The railway shall not be widened so as to extend over a greater length of the said road than one hundred and seventy-six feet in the whole between the eastern side of Railway Grove and the western side of Hereford Place.

(3.) The Company shall, so far as reasonably practicable by the use of thick glass or other transparent substance over the said road, provide for lighting the same where it is and will be crossed by the railway, and such glass or other substance shall be maintained and kept cleansed and free from obstruction by the Company.

(4.) The walls and sides of the said bridge shall be efficiently cleansed by the Company from time to time by means of whitewash or in similar manner.

(5.) The Company shall comply with and conform to all reasonable directions and regulations of the said district board in the execution and subsequent maintenance of the said widening and bridge, and any works immediately connected therewith, and shall defray the cost of any extra lamps which in the opinion of the said district board may be necessary for lighting the said road, and shall save harmless the said district board against all and every expense to be occasioned thereby, and such work shall be done to the reasonable satisfaction of the surveyor of the said district board, at the costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the said district board may be put to by reason of the works of the Company shall be paid to the said district board by the Company on demand.

Limits of deviation.

9. In executing the works by this Act authorised the Company may, subject to the provisions of this Act, deviate laterally from the lines shown on the deposited plans to any extent within the limits

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of deviation marked thereon, and may deviate from the levels shown on the deposited sections to any extent not exceeding two feet.

As to railway over Rotherhithe New Road.

10. The following stipulations shall apply to the widenings of the Bricklayers Arms Railway over the Rotherhithe New Road, unless otherwise agreed between the Metropolitan Board of Works (who are in this Act referred to as the Board) and the Company:

(1.) The widened portions of the existing bridge to be made over such road shall not extend beyond the centre line of the respective widenings shown upon the deposited plans, and such widenings shall be effected by means of an iron girder bridge of a single span, and no part of the abutment or piers shall encroach upon any part of the said road or the footways thereof, and there shall be a clear headway of not less than the existing headway under the railway for the entire width of the widened portions of the bridge over such road.

(2.) The widened portions of the bridge shall be watertight, and so constructed as to, so far as is practicable, deaden the sound of engines, carriages, and traffic passing over them.

(3.) The Company shall not commence such widenings until they shall have given to the Board twenty-one days notice in writing of their intention to commence the same by leaving such notice at the office of the Board, with plans, elevations, sections, and other necessary particulars of the construction of such widenings, nor until the Board shall have signified their approval of the same, unless the Board fail to signify such approval, or their disapproval, or other directions, within twenty-one days after service of the said notice and delivery of the said plans, elevations, sections, and other particulars as aforesaid, in which event the Company may proceed forthwith with the works according to the said plans, elevations, and sections.

(4.) The Company shall comply with and conform to all reasonable directions and regulations of the Board in the execution and subsequent maintenance of the widenings and works connected therewith, and shall defray the cost of any extra lamps which may in the opinion of the local authority be necessary for lighting the road, and the Company shall save harmless the Board and the parish in which such road is situate against all and every expense to be occasioned thereby, and such work shall be done to the reasonable satisfaction of the engineer of the Board at the

costs, charges, and expenses in all respects of the Company, and all costs, charges, and expenses which the Board may be put to by reason of the works of the Company, whether in the execution of the work, the preparation or examination of plans or designs, superintendence, or otherwise, shall be paid to the Board by the Company on demand.

Extending 35 & 36 Vict. c. cliii. s. 44. to this Act.

11. Section 44 of the South-eastern Railway Act, 1872 (for protection of sewers of metropolitan and other boards), shall extend and apply to this Act and to the Company, so far as regards any of the powers hereby conferred upon them within the metropolis, in as full and complete a manner as if that section were re-enacted in this Act with reference to those powers.

Company not to authorise the affixing of placards on their works near any street.

12. The Company shall not, except with the previous consent of the Board, affix or authorise the affixing of any placards, bills, or advertisements to or upon the face of any wall, bridge, or other works of the Company to be constructed or altered by them under the powers of this Act crossing or near to any street within the metropolis, and the Board and their authorised officers may prevent the affixing of any such bill or advertisement, and if affixed may remove the same.

Purchase of additional lands.

13. Subject to the provisions of this Act, the Company, in addition to the other lands which they are by this Act authorised to acquire, may purchase and acquire by compulsion or otherwise, and hold for the purpose of enlarging and extending their station and siding accommodation, and for roads and approaches, and for other purposes of their undertaking, all or any of such of the lands and buildings following as are delineated on the deposited plans and described in the deposited books of reference relating thereto; (that is to say,)

(1.) Lands in the parish of St. Paul, Deptford, in the county of Surrey:

(A.) Lands situate in the angle made by the divergence of the London, Brighton, and South Coast Railway and the Company's railway, and bounded on the northern side by the Company's railway, and on the southern side by the embankment of the London, Brighton, and South Coast Railway, and on the eastern side by the East London Railway:

(B.) A strip of land bounded on the northern side by the Company's railway, on the eastern side by the Deptford branch of the London, Brighton, and South Coast Railway, on the western side by

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the East London Railway, and on the southern side by an imaginary line parallel to the northern boundary herein-before described, and at a distance therefrom of 50 feet or thereabouts:

(C.) A strip of land bounded on the northern side by the Company's railway, on the eastern side by the East London Railway, and on the western side by the Deptford branch line of the London, Brighton, and South Coast Railway, and on the southern side by an imaginary line running parallel to the northern boundary herein-before described, and at a distance therefrom of 45 feet or thereabouts:

(D.) A strip of land bounded on the northern side by the Company's railway, on the eastern side by Trundley's Lane, on the western side by the East London Railway, and on the southern side by an imaginary line parallel to the northern boundary herein-before described, and at a distance therefrom of 50 feet or thereabouts.

(2.) Lands in the parish of St. Paul, Deptford, in the county of Kent:

(E.) A triangular piece of land bounded on the northern side by the Company's railway, on the eastern side by the towing-path of the Grand Surrey Canal, and on the western side by Trundley's Lane:

(F.) Lands bounded on the northern side by the Company's railway, on the eastern side by Rolt Street, on the southern and south-western sides by Trundley's Lane, and a highway leading therefrom into Rolt Street, and on the western side by the Grand Surrey Canal:

(G.) Lands bounded on the northern side by the boundary wall of the London and Greenwich Railway, on the eastern side by Edward Street, on the western side by the boundary fence of the Company's property, and on the southern or south-western side by the boundary fence of the East London Road:

(H.) Lands and houses at New Cross, being the premises numbered 2, 3, and 4, Edward Street, with the workshops and premises in the occupation of C. Langridge, and the premises numbered 2, 4, 6,

8, 10, 12, 14, 16, 18, 20, 22, and 24, Amersham Grove North:

(I.) Lands at New Cross lying on the northern side of and adjoining the Company's railway, and between No. 24, Amersham Grove North, and North Kent Terrace, and bounded on the north by an imaginary line drawn from the north-eastern corner of No. 24, Amersham Grove North, to the northern corner of No. 18, North Kent Terrace:

(J.) Lands and houses at New Cross, being the premises in North Kent Terrace, Nos. 1 to 18, inclusive:

(K.) Lands at New Cross, bounded on the north or northern western side by the boundary fence of the East London Railway, on the south-western side by an imaginary line extending from the intersection of the said boundary fence with the south-eastern side of Edward Street, and thence to the north-western corner of the house No. 49, Railway Grove, and bounded on or towards the south by the said house No. 49, Railway Grove:

(L.) Lands and houses at New Cross, being the premises in Railway Grove, Nos. 1 to 49, inclusive.

(3.) Land and house in the parish of Woolwich, in the county of Kent:

(M.) The premises known as No. 23, Taylor's Buildings.

(4.) Lands in the parish of Plumstead, in the county of Kent:

(N.) Lands and houses bounded on the northern side by Spray's Street, on the southern side by the goods station and sidings of the Company's Woolwich Arsenal Station, on the eastern side by the gardens of the houses Nos. 30 to 40 (even numbers), Burrage Road, and on the western side in part by the house No. 23, Taylor's Buildings, and in part by the said goods station:

(O.) Land adjoining the Company's North Kent Railway and on the northern side thereof, bounded on the north or north-western side by lands in the occupation of the Metropolitan Board of Works, and extending thence from the junction of the last-mentioned lands with a field in the occupation of Cavey in a south-easterly direction to the North Kent Railway at or near to the White Hart Marsh level crossing:

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(P.) Lands on the southern side of and adjoining the North Kent Railway, and in the occupation of William Jeans, John Cook, and John Ott.

(5.) Lands in the parish of Tunbridge, in the county of Kent:

(Q.) Lands and houses in the Grove Hill Road, Tunbridge Wells, being the premises numbered 6, 8, 10, and 12:

(R.) Lands belonging to the local board of Tunbridge Wells, on the northern side of and adjoining the Company's goods station and sidings at Tunbridge Wells, and between the said goods station and the Upper Grosvenor Road.

(6.) Land in the parish of Sevenoaks, in the county of Kent:

(S.) Land forming part of a field known as Hitchin Hatch Field.

(7.) Land and houses in Margate, in the Isle of Thanet, in the county of Kent:

(T.) The premises known as No. 18, Parade, Margate.

Nothing in this Act contained shall authorise the Company to enter upon, use, or interfere with any lands belonging to the Metropolitan Board of Works without the previous consent in writing of that Board under their common seal.

Power to take easements, &c. by agreement.

14. Persons empowered by the Lands Clauses Consolidation Act, 1845, to sell and convey or release lands may, if they think fit, subject to the provisions of that Act and of the Lands Clauses Consolidation Acts Amendment Act, 1860, and of this Act, grant to the Company any easement, right, or privilege (not being an easement of water), required for the purposes of this Act, in, over, or affecting any such lands, and the provisions of the said Acts with respect to lands and rentcharges, so far as the same are applicable in this behalf, shall extend and apply to such grants and to such easements, rights, and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

15. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of three years from the passing of this Act.

Period for completion of works.

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

Repeal of 6 W. 4. c. lxxv. s. 95,

17. Section ninety-five of the Local and Personal Act passed in the sixth year of King William the Fourth, chapter seventy-five

(which section relates to the qualification of directors of the Company), is hereby repealed, and instead thereof sections eighty-six and eighty-seven of the Companies Clauses Consolidation Act, 1845, shall be incorporated with this Act and shall have effect accordingly.

and substitution of 8 & 9 Vict. c. 16. ss. 86, 87.

18. All lands which at the passing of this Act are held in trust for the Company for the purposes of—

(1.) The railway authorised by section four of the South-eastern Railway Act, 1872, and therein numbered 2;

(2.) The extension of the Company's hotel and station accommodation at Charing Cross,

shall by virtue of this Act vest in the Company.

Vesting in Company of certain lands held in trust for them.

19. The Bromley Company shall sell and transfer, and the Company shall purchase, the undertaking of the Bromley Company on the terms and conditions following; (namely,)

Transfer to Company of undertaking of Bromley Company.

(A.) The transfer shall take effect from the date of the passing of this Act, and as from that day the Bromley Company shall be dissolved and the undertaking of the Bromley Company shall be vested in the Company, and that day shall, for the purposes of Part V. of the Railways Clauses Act, 1863, and of this Act, be deemed to be the time of amalgamation.

(B.) The created capital of the Bromley Company being fifty-five thousand pounds stock, interest whereon at a minimum rate of four pounds per centum per annum is guaranteed by the Company, the consideration for the purchase shall be the sum of fifty-five thousand pounds, and shall be paid in preferential stock of the Company, entitled to preferential interest at the rate of four pounds ten shillings per centum per annum, and the Company shall create stock in their undertaking of that description and amount accordingly.

(C.) The Company shall deliver to the Bromley Company certificates for this description and amount of stock, and a receipt or discharge signed by any three directors of the Bromley Company for the certificates shall be a sufficient discharge for the same.

(D.) As from the time of amalgamation each proprietor of stock in the Bromley Company shall, in substitution therefor, become and be the proprietor of an equal amount of the stock so delivered, and the substituted stock shall become and be subject and liable to the trusts, provisions, agreements, charges, liens, and encumbrances (if any) which immediately before the substitution affected the stock for which the same is substituted, and in any testamentary

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instrument taking effect after the substitution words referring to the last-mentioned stock shall, unless a different intention is expressed, be deemed to refer to the substituted stock.

(E.) The directors of the Bromley Company shall, as soon as may be after the time of amalgamation, deliver to each proprietor of stock in the Bromley Company in exchange for his certificate for that stock a certificate for an equal amount of substituted stock, but until the exchange is effected a certificate for stock in the Bromley Company shall, as from the time of amalgamation, be deemed to be a certificate for an equal amount of substituted stock.

(F.) Provided always, that within three months after such transfer and vesting the Company shall produce to the Commissioners of Inland Revenue a deed of conveyance in which the purchase or consideration money shall be fully and truly stated and set forth, and which deed shall be duly stamped with the full and proper ad valorem stamp duty in respect of the consideration for the said transfer and vesting; and if the Company shall not within the said period produce to the said Commissioners such deed of conveyance, duly stamped as aforesaid, the ad valorem stamp duty, with interest thereon at the rate of five pounds per centum per annum from such passing of the Act to the day of payment, shall be recoverable from the Company, with full costs of suit, and all costs and charges attending the same.

Power to Company to subscribe to funds of Westerham Valley Railway Company.

20. The Company may, with the authority of three fourths of the votes of their shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose, from time to time subscribe any sum which they think fit towards the undertaking of the Westerham Railway Company, not exceeding in the whole thirty-five thousand pounds, either by taking shares in the capital of that company or by guaranteeing the payment of interest or dividend upon the whole or any part of the capital, whether share or loan of that company, not exceeding in nominal amount thirty-five thousand pounds, and the Company may, with the like authority, contribute and apply in or towards payment of their said subscription any moneys which they are already authorised to raise, and which may not be required by them for the purposes of their undertaking, and also any moneys which they are by this Act authorised to raise, and the Company shall, in respect of the sums to be subscribed and the corresponding shares in the Westerham Valley Railway Company to be held by them, have all

the powers, rights, and privileges (except in regard to voting at general meetings, which shall be as herein-after provided), and be subject to all the obligations and liabilities of proprietors of shares in the Westerham Valley Railway Company: Provided always, that the Company shall not sell, dispose of, or transfer any of the shares in the Westerham Valley Railway Company for which they may subscribe.

Votes of Company at general meetings of Westerham Company.

21. The Company may by writing under their common seal from time to time appoint some person to attend any meeting of the Westerham Valley Railway Company, and such person shall have all the privileges and powers attaching to a shareholder of the Westerham Valley Railway Company at such meetings, and may vote thereat in respect of the capital held by the Company.

Power for Company to appoint directors of Westerham Company.

22. The Company may by writing under their common seal from time to time appoint two persons to be directors of the Westerham Valley Railway Company, for a term to be specified in the instrument of appointment, and all persons so appointed shall during the term for which they are appointed be in the same position as if elected directors under the Westerham Valley Railway Act, 1876.

Power to raise additional capital.

23. The Company may, subject to the provisions of Part II. of the Companies Clauses Act, 1863, raise any additional capital, not exceeding in the whole one hundred thousand pounds, by the issue, at their option, of new ordinary shares or stock, or new preference shares or stock, or wholly or partially by any one or more of those modes respectively; but the Company shall not issue any one share of less nominal value than ten pounds, nor shall any share vest in the person or corporation accepting the same unless and until a sum not being less than one fifth of the amount of the share has been paid in respect thereof.

Limit of amount and number of calls.

24. The amount of any one call to be made upon the shares created under this Act shall not exceed one fourth of the amount of such shares, and there shall be an interval of two months at least between every two successive calls, and not more than three fourths of the amount of each share shall be called up in any one year.

New shares or stock to be subject to same incidents as existing shares or stock.

25. Except as by this Act otherwise provided, the capital in new shares or stock created by the Company under this Act, and the new shares or stock therein and the holders thereof respectively, shall be subject and entitled to the same powers, provisions, liabilities, rights, privileges, and incidents whatsoever in all respects as if that capital were part of the now existing capital of the Company of the

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same class or description, and the new shares or stock were shares or stock in that capital.

Power to borrow on mortgage.

26. The Company may, in respect of the additional capital of one hundred thousand pounds which they are by this Act authorised to raise, from time to time borrow on mortgage any sum not exceeding in the whole thirty-three thousand three hundred and thirty-three pounds, but no part thereof shall be borrowed until the shares for so much of the said additional capital as is to be raised by means of shares are issued and accepted, and one half thereof is paid up, and the Company have proved to the justice who is to certify under the 40th section of the Companies Clauses Consolidation Act, 1845, before he so certifies, that shares for the whole of such capital have been issued and accepted, and that one half thereof has been paid up, and that not less than one-fifth part of the amount of each separate share in such capital has been paid on account thereof before or at the time of the issue or acceptance thereof, and until stock for one half of so much of the said additional capital as is to be raised by means of stock is fully paid up, and the Company have proved to such justice as aforesaid, before he so certifies, that such shares or stock, as the case may be, were issued and accepted bonâ fide, and are held by the persons or corporations to whom the same were issued, or their executors, administrators, successors, or assigns, and also, if the said capital is raised by shares, that such persons or corporations, their executors, administrators, successors, or assigns, are legally liable for the same; and upon production to such justice of the books of the Company, and of such other evidence as he shall think sufficient, he shall grant a certificate that the proof aforesaid has been given, which certificate shall be sufficient evidence thereof.

Existing mortgages to have priority.

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

Debenture stock.

28. The Company may create and issue debenture stock, subject to the provisions of Part III. of the Companies Clauses Act, 1863; but, notwithstanding anything therein contained, the interest of all debenture stock at any time after the passing of this Act created and issued by the Company shall rank pari passu with the interest of all mortgages at any time after the passing of this Act granted

by the Company, and shall have priority over all principal moneys secured by such mortgages.

Application of moneys.

29. All moneys raised under this Act shall be applied to the purposes of this Act and to the general purposes of the Company to which capital is properly applicable.

Power to apply corporate funds to purposes of Act.

30. The Company may apply to the purposes of this Act any of the moneys which they have raised, or which they have power to raise by virtue of any Acts relating to the Company, and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Interest on calls not to be paid out of capital.

31. The Company shall not, out of any money by this Act authorised to be raised, pay interest or dividend to any shareholder on the amount of the calls made in respect of the shares held by him; but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act, 1845.

Deposits for future Bills not to be paid out of capital.

32. The Company shall not, out of any money by this Act authorised to be raised, pay or deposit any sum which, by any standing order of either House of Parliament now or hereafter in force, may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway, or to execute any other work or undertaking.

Company not exempt from provisions of present or future general Railway Acts.

33. Nothing in this Act contained shall exempt the Company or the railways of the Company from the provisions of any general Act relating to railways, or the better or 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.

34. 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 the Company.

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SCHEDULE referred to in the foregoing Act.

ARTICLES OF AGREEMENT made this 1st day of May 1873 between John Allan Rolls, of The Hendre, in the county of Monmouth, Esquire, of the first part, James Roberts West, of Alscot Park, in the county of Gloucester, Esquire, of the second part, and the South-eastern Railway Company of the third part.

WHEREAS the reference agreed to be made to Mr. George Pownall by the agreement hereto annexed, made between the same parties as the parties to these presents, and dated the eighth day of May one thousand eight hundred and seventy-two, has been accepted by the said George Pownall, but no award has been hitherto made by him, and the time for making an award under such agreement has been extended by the said George Pownall, by writing under his hand, until the thirty-first day of May one thousand eight hundred and seventy-three:

And whereas a difference has arisen between the said John Allan Rolls and the said Company as to the construction of the first clause in the annexed agreement, with regard to the extent of property thereby contracted to be sold, the said Company contending that they are entitled to take for the purposes of the alteration and raising of the level of Saint James's Road, in the parish of Saint Mary Magdalene, Bermondsey, in the county of Surrey, and the carrying of the said road by a bridge over the Bricklayers Arms Branch of the Company, and consequent alterations in the levels of adjoining roads (being the works authorised to be made under clause 2 of the 10th section of the South-eastern Railway Act, 1872), along with other lands on the south side of the said Bricklayers Arms Branch, the whole of the land and buildings shown on the plan hereto annexed, and thereon bounded by a yellow line, and the said John Allan Rolls contending that the said Company are only entitled to take (exclusive of the said lands on the south side of the said Bricklayers Arms Branch) the land and buildings or parts of buildings shown on the said plan, and thereon bounded by a blue dotted line:

And whereas the land and buildings shown on the said plan consist of dwelling-houses, with outbuildings and yards appurtenant thereto, and the same are subject to leases for long terms of years granted by the said John Allan Rolls or his predecessors in title at ground rents:

And whereas it has been arranged between the said John Allan Rolls and the said Company for the purpose of settling the said recited difference, that an agreement should be entered into between them in manner herein-after expressed:

And whereas the said James Roberts West and the said Company have also arranged to enter into the further agreement herein-after expressed:

Now these presents witness that the said John Allan Rolls doth hereby agree with the said Company, so far as the agreements herein-after contained affect him or his lands, and the said James Roberts West doth hereby agree with the said Company, so far as the agreements herein-after contained affect him or his

lands, and the said Company do hereby agree with the said parties respectively, and their respective successors in estate as follows; that is to say,

1. The first clause in the said agreement hereto annexed shall be construed as comprising all the land and buildings shown on the plan hereto annexed, and therein bounded by a yellow line, and as binding the said John Allan Rolls to sell and the Company to purchase all such lands and buildings; and no part of the houses Nos. 115, 117, and 114, Saint James's Road, and No. 16, Railway Terrace, or of the forecourts belonging thereto, shall be included in such sale and purchase, and the award to be made by the said George Pownall, and all other matters provided for in the said annexed agreement shall be made and shall operate and have effect accordingly.

2. Within the period of two years after the twenty-fifth day of July one thousand eight hundred and seventy-seven, being the time fixed by the said Act for the completion of the works herein-before referred to, the said Company shall offer to sell to the said John Allan Rolls, or to his successors in estate, any land or buildings, or any part or parts of any land or buildings shown on the said plan hereto annexed, and thereon bounded by a yellow line, which shall not have been used by the said Company for the purposes of the said works, and if the said John Allan Rolls or his successors in estate shall be desirous of purchasing such land or buildings, then within three months after such offer of sale he or they shall signify his or their desire in that behalf to the Company; or if he or they decline such offer, or if for three months he or they neglect to signify his or their desire to purchase such lands or buildings, the right of purchase of every such person or persons so declining or neglecting in respect of the lands or buildings included in such offer shall cease: Provided always, that any such offer as aforesaid shall include any leasehold interest in the said lands or buildings which the said Company shall have acquired, and the option of purchase may be exercised by the said John Allan Rolls or his successors in estate either as to the whole or a part of the lands or buildings comprised in such offer.

3. In the event of such offer of sale being accepted by the said John Allen Rolls or his successors in estate, the price to be paid by him or them shall be ascertained by arbitration in the same manner as provided by the 130th section of the said Lands Clauses Consolidation Act, 1845, with regard to the price to be paid for superfluous lands.

4. The house No. 3 on the said plan, being No. 119, Saint James's Road, being held with No. 117, Saint James's Road (not included in the said plan), under one lease at a ground rent of seven pounds, the sum of three pounds ten shillings shall be considered as between the parties hereto the apportioned ground rent of No. 119, Saint James's Road; the four houses numbered 56 to 59 on the said plan, being Nos. 12 to 15, Railway Terrace, being held with Nos. 16 and 17, Railway Terrace (not included in the said plan), under one lease at a ground rent of thirty pounds, the sum of twenty pounds shall be considered as between the parties hereto the apportioned ground rent of the four houses Nos. 12 to 15, Railway Terrace; the two houses numbered 90 and 91 in the said plan, being Nos. 3 and 4, Lynton Road, being held with two other houses (not included in the said plan) under one lease at a ground rent of twenty pounds, the sum of ten pounds shall be considered as between the parties hereto the apportioned ground rent of the two houses Nos. 3 and 4, Lynton

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Road; the house numbered 92 on the said plan, being No. 5, Lynton Road, being held with three other houses (not included in the said plan) under one lease at a ground rent of twenty pounds, the sum of five pounds shall be considered as between the parties hereto the apportioned ground rent of the said house No. 5, Lynton Road; and the three houses numbered 105 to 107 on the said plan, being numbered 116 to 120, Saint James's Road, being held with seven other houses (not included in the said plan) under one lease at a ground rent of thirty-five pounds, the sum of ten pounds ten shillings shall be considered as between the parties hereto the apportioned ground rent of the last-named three houses.

5. Inasmuch as the property of the said James Roberts West contracted to be sold by him to the said Company, and the value whereof is to be ascertained by the said George Pownall, under the annexed agreement, comprises the principal part of a manufacturing building and land now held by John Newton under a lease granted to him by the said James Roberts West for a term of seventy and three-quarter years, from twenty-ninth September one thousand eight hundred and sixty-five, at a ground rent of one hundred and sixty-five pounds, but not the whole of the premises so demised; it is hereby agreed that the apportionment of the said ground rent of one hundred and sixty-five pounds between the part of the said premises comprised in the annexed agreement and the part of the same premises not comprised therein shall, as between the parties hereto, be settled by the said George Pownall.

6. The Company shall bear and pay all the reasonable costs and expenses of the said John Allan Rolls and James Roberts West respectively of and incidental to the preparation of this agreement and carrying the same into complete effect.

In witness whereof the said John Allan Rolls and James Roberts West respectively have hereunto set their respective hands and seals, and the common seal of the said Company has been affixed hereto, the day and year first above written.

John Allan Rolls. L.S.

J. R. West. L.S.

Signed, sealed, and delivered by the above-named John Allan Rolls, in the presence of

James Dale,
Pwllycum, Monmouth.

Signed, sealed, and delivered by the above-named James Roberts West, in the presence of

Stephen Allsop,
Butler to J. R. West.

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