ANNO DECIMO SEXTO & DECIMO SEPTIMO

VICTORIÆ REGINÆ.

****

Cap. cxxx.

An Act to enable the *South-eastern* Railway Company to make a Railway from *Strood* to *Maidstone*, and for other Purposes. [4th *August* 1853.]

WHEREAS the following (Local or Personal) Acts have been passed relating more or less directly to the *South-eastern* Railway Company; to wit, the several Acts of the Sixth of *William* the Fourth, Chapter Seventy-five; of the First of *Victoria*, Chapter Ninety-three; of the Second of *Victoria*, Chapter Forty-two; of the Second and Third of *Victoria*, Chapter Seventy-nine; of the Third of *Victoria*, Chapter Forty-six; of the Fifth of *Victoria*, Session Two, Chapter Three; of the Sixth and Seventh of *Victoria*, Chapters Fifty-one, and Fifty-two, and Sixty-two; of the Seventh of *Victoria*, Chapter Twenty-five; of the Seventh and Eighth of *Victoria*, Chapters Sixty-nine and Ninety-one; of the Eighth and Ninth of *Victoria*, Chapters One hundred and sixty-seven, and One hundred and eighty-six, and One hundred and ninety-seven, and Two hundred; of the Ninth of *Victoria*, Chapters Fifty-five, and Fifty-six, and Sixty-four; of the Ninth and Tenth of *Victoria*, Chapters Three hundred and five, and Three hundred and thirty-nine; of the Tenth and Eleventh of *Victoria*, Chapters One hundred and four, and Two hundred and thirty; and of the Thirteenth and Fourteenth of *Victoria*, Chapter Thirty-one; and Fifteenth and Sixteenth *Victoria*, Chapter

One hundred and three: And whereas it is expedient that the *South-eastern* Railway Company should be enabled to construct a Railway from the *North Kent* Line of the *South-eastern* Railway (herein-after referred to as the *North Kent* Railway) at *Strood* to *Maidstone*; but for such Purpose the Authority of Parliament is necessary: 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,)

8 & 9 Vict. cc. 20. & 18. incorporated with this Act.

I. That the Clauses and Provisions of "The Railways Clauses Consolidation Act, 1845," and "The Lands Clauses Consolidation Act, 1845," shall be incorporated with and form Part of this Act.

Power to make Railway.

II. That it shall be lawful for the *South-eastern* Railway Company to make and maintain a Railway, with all proper Works and Conveniences connected therewith, commencing at or near the East End of the Tunnel near the *Strood* Station of the *North Kent* Railway in the Parish of *Frindsbury* in the County of *Kent*, and terminating by a Junction with the *Maidstone* Branch of the *South-eastern* Railway at the *Maidstone* Station of that Railway in the Parish of *Maidstone* in the same County.

Railway to be made according to deposited Plans and Sections.

III. Whereas Plans and Sections of the Railway, showing the Line and Levels thereof, and also Books of Reference containing the Names of the Owners and Lessees or reputed Owners and Lessees, and of the Occupiers of the Lands, which may be required to be taken for the Purposes thereof, were, in the Month of *November* in the Year One thousand eight hundred and fifty-two, deposited for public Inspection with the Clerk of the Peace of the County of *Kent*: Be it enacted, That, subject to the Provisions and Powers of Deviation in this and "The Railways Clauses Consolidation Act, 1845," contained, the Railway shall, except between the Property numbered 2, in the Parish of *Ditton*, and the Property numbered 19, in the Parish of *Aylesford*, on the said Plans, be made in the Line or Course and upon the Lands delineated upon the said Plans, and described in the said Books of Reference, and according to the Levels defined on the said Sections; and, subject to the Provisions in this and the recited Acts contained, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as may be necessary for the Purposes thereof.

Between certain Points Railway to be made according to an altered Course

IV. And whereas, since the Deposit of the Plans and Sections hereinbefore mentioned, it has been deemed expedient that, between the Property numbered 2, in the Parish of *Ditton*, and the Property numbered 19, in the Parish of *Aylesford*, on the said Plans, the Railway should be made according to a Line or Course differing from the Line

or Course thereof as delineated on the said Plans between the said Properties: And whereas all Parties interested have consented to the Construction of the Railway according to such altered Course: And whereas in the Month of *May* in the Year One thousand eight hundred and fifty-three, Plans and Sections, showing in Red Ink the Line and Levels of the Railway as now proposed to be made between the said Properties, together with a Book of Reference to such Plans, have been deposited with the Clerk of the Peace for the County of *Kent*: Be it enacted, That the Railway shall be made in the Line or Course shown in Red Ink upon those Plans, and upon the Lands delineated upon those Plans, and described in that Book of Reference, and according to the Levels defined in Red Ink on those Sections; and, subject to the Provisions in this and the Acts incorporated herewith contained, it shall be lawful for the Company to enter upon, take, and use such of the said Lands as may be necessary for making the said Portion of the Railway.

shown on Plans deposited in the Month of May 1853.

V. That it shall be lawful for the Company to purchase Lands for extraordinary Purposes connected with the Railway, but the Quantity of Land to be purchased shall not exceed Ten Acres.

Lands for extraordinary Purposes.

VI. That 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 One Year from the passing of this Act so far as relates to the Lands required for that Portion of the Line situate between the Point of Junction with the proposed *East Kent* Railway and the Terminus of the Railway at *Strood*, including the Lands required for Station Accommodation at such Point of Junction; and in respect of the Lands required for the other Portions of the Railway the said Powers shall not be exercised after the Expiration of Two Years from the passing of this Act.

Limiting Period for the compulsory Purchase of Lands.

VII. That so much of the Railway as is situate between the proposed Point of Junction with the *East Kent* Railway and the Terminus of the Railway at *Strood*, including the Station at the said Point of Junction, shall be completed within Two Years from the passing of this Act, and the Remainder of the Railway shall be completed within Three Years from the passing of this Act; and on the Expiration of that Period the Powers by this Act granted to the Company for making the same shall cease.

Limiting Time for Completion of Works.

VIII. That after the Expiration of Three Years from the passing of this Act it shall not be lawful for the Company to pay any Dividend on any Share in the ordinary or unguaranteed Capital of the Company, unless and until the Railway shall be open for public Traffic.

After Expiration of Three Years no Dividend to be payable unless Railway opened.

IX. That

Railway to form Part of South-eastern Railway.

IX. That the Railway shall form Part of the Undertaking of the *South-eastern* Railway Company.

Level Crossings.

X. That, subject to the Provisions in this Act and in "The Railways Clauses Consolidation Act, 1845," contained, it shall be lawful for the Company, in the Construction of the Railway, to carry the same across and upon the Level of the several public Carriage Roads numbered on the Plans deposited as aforesaid, as follows; (that is to say,)

The Road numbered 25, in the Parish of *Snodland*, on the said Plans deposited in the Month of *November* One thousand eight hundred and fifty-two;

The Road numbered 37, in the Parish of *East Malling*, on the said Plans deposited in the Month of *November* One thousand eight hundred and fifty-two; and

The Roads numbered respectively in Red Ink 18, 25, and 50, in the Parish of *Aylesford*, on the said Plans deposited in the Month of *May* One thousand eight hundred and fifty-three.

Station or Lodge to be erected at Points of crossing.

XI. That, for the greater Convenience and Security of the Public, the Company shall erect and permanently maintain either a Station or Lodge at the Points where the Railway crosses the before-mentioned Roads on the Level; and the Company shall be subject to and shall abide by all such Rules and Regulations with regard to the crossing of such Roads on the Level, or with regard to the Speed at which Trains shall pass such Roads, as may from Time to Time be made by the Board of Trade; and if the Company shall fail to erect or at all Times maintain any such Station or Lodge, or appoint a proper Person to watch or superintend the Crossing at such Point or Station, or to observe or abide by any such Rule or Regulation as aforesaid, they shall for every such Offence be liable to a Penalty of Twenty Pounds, and also to a daily Penalty of Ten Pounds for every Day such Offence shall continue after such Penalty of Twenty Pounds shall have been incurred.

Board of Trade may require Bridges in lieu of level Crossings.

XII. That it shall be lawful for the Board of Trade, if it shall appear to them to be necessary for the Public Safety, at any Time hereafter to require the Company, within such Time as the said Board shall direct, and at the Expense of the Company, to carry any or either of the said Roads either over or under the Railway by means of a Bridge or Arch, in lieu of crossing the same on a Level, or to execute such other Works as, under the Circumstances of the Case, shall appear to the said Board to be best adapted for removing or diminishing the Danger arising from such level Crossing; but where any such Road shall be so carried either under or over the Railway, it shall not be necessary for the Company to erect or maintain any Station or Lodge at

at the Point where such Road may be crossed, or to appoint any Person to watch or superintend the Crossing thereat, nor shall they be liable to any of the aforesaid Penalties for Failure so to do.

Railway not to be deviated Riverward without the Consent of the Admiralty.

XIII. That the said Railway shall not be deviated from the continuous Centre Line of Way Riverward without the previous Sanction of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid, by Writing under the Hand of the Secretary of the Admiralty, and then only in accordance with such Sanction; and the Company shall not obtain or be entitled to any Right to the River Frontage by reason or in consequence of the Railway passing along the Bank or Shore of the River *Medway*, except for the Purpose of the Company establishing for their own Purposes Wharfs and Waterside Premises.

Company to make such Communications with the Water Frontage of the River Medway as may be required by the Admiralty.

XIV. That where the said Railway passes along the Bank or Shore of the River *Medway*, or crosses or affects the Banks thereof, the Company shall, during the Construction of the said Railway or at any Time or Times after the Completion thereof, make and provide and for ever after maintain all such Crossings under, over, or on the Level of the said Railway, as free public Communications with the Water Frontage of the said River, as may be required by the said Lord High Admiral or the said Commissioners by Writing under the Hand of the Secretary of the Admiralty.

Works not to be executed without the Consent of the Lords of the Admiralty.

XV. That it shall not be lawful for the Company to construct in, over, or across any tidal or navigable Water or River, or on the Shore of the River *Medway*, any Work hereby or otherwise authorized to be made, without the previous Consent of the Lord High Admiral of the United Kingdom of *Great Britain* and *Ireland*, or the Commissioners for executing the Office of Lord High Admiral aforesaid for the Time being, to be signified in Writing under the Hand of the Secretary of the Admiralty, and then only according to such Plan and under such Restrictions and Regulations as the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral may approve, such Approval being signified as last aforesaid; and where any such Work shall have been constructed, it shall not be lawful for the Company at any Time to alter or extend the same without obtaining previously to making any such Alteration or Extension the like Consent or Approval; and if any such Work shall be commenced or completed or be altered or extended contrary to the Provisions of this Act, it shall be lawful for the said Lord High Admiral or the said Commissioners for executing the Office of Lord High Admiral to abate, alter, and remove the same, and to restore the Site thereof to its former Condition, at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the

Company to the Crown, and be recoverable accordingly with Costs of Suit.

Admiralty may order a local Survey.

XVI. That if at any Time or Times it shall be deemed expedient by the Lord High Admiral of the United Kingdom or the Commissioners for executing the Office of Lord High Admiral to order a local Survey and Examination of any Works of the Company in, over, or affecting any tidal or navigable Water or River, or of the intended Site thereof, the Company shall defray the Costs of every such local Survey and Examination, and the Amount thereof shall be a Debt due to Her Majesty from the Company, and if not paid upon Demand may be recovered as a Debt due to the Crown, with the Costs of Suit, or may be recovered with Costs as a Penalty is or may be recoverable from the Company.

If Works fall into Decay, Admiralty may remove same.

XVII. That if any Work to be constructed by the Company in, affecting, or across any tidal or navigable Water or River, or the Banks or Shores thereof, or if any Portion of any such Work which affects any such Water or River or Access thereto shall be abandoned or suffered to fall into Disuse or Decay, it shall be lawful for the Lord High Admiral or the Commissioners for executing the Office of Lord High Admiral to abate and remove the same, or such Part or Parts thereof as he or they may at any Time or Times deem fit and proper, and to restore the Site thereof to its former Condition at the Cost and Charge of the Company, and the Amount thereof shall be a Debt due from the Company to the Crown, and be recoverable accordingly with Costs of Suit.

Works below High-water Mark not to be executed without the Consent of the Commissioners of Woods, &c.

XVIII. That, notwithstanding anything herein-before contained, the Company shall not execute any of the Works herein-before mentioned upon or otherwise interfere with any Part of the Bed or Shores of the River *Medway*, or any other navigable River, below High-water Mark at ordinary Spring Tides, without the Consent in Writing of the Commissioners for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby empowered to give, upon Payment of such Compensation in Money, or upon such other Terms and Conditions as they or he shall think fit.

Saving Rights of Commissioners of Maidstone Pavements.

XIX. And whereas an Act was passed in the Thirty-first Year of *George* the Third, intituled *An Act for widening, improving, regulating, paving, cleansing, and lighting the Streets, Lanes, and other public Passages and Places within the King's Town of* Maidstone *in the County of* Kent; *for removing and preventing Encroachments, Obstructions, Nuisances, and Annoyances therein; for better supplying the said Town with Water; and for repairing the Highways within*

within the Parish of Maidstone: And whereas under the Powers of that Act certain Commissioners have from Time to Time acted in execution thereof, and are known as the Commissioners of the *Maidstone* Pavements: And whereas an Act was passed in the Thirty-sixth Year of *George* the Third, to enable those Commissioners to raise a further Sum of Money for completing the Purposes of that Act: And whereas an Act was passed in the Forty-second Year of *George* the Third, for altering and amending that Act of the Thirty-first Year of *George* the Third, and for raising a further Sum of Money for completing the Purposes of that Act: And whereas an Act was passed in the Fifty-ninth Year of *George* the Third, intituled *An Act to enlarge the Powers of Three Acts of His present Majesty, for paving, cleansing, and lighting the Streets and other public Places within the King's Town of* Maidstone *in the County of* Kent, *and better supplying the Inhabitants with Water, and for watching the said Town, and making public Wharfs therein:* Therefore, except so far as by this Act is otherwise expressly provided, nothing herein shall prejudice, diminish, alter, or take away any of the Rights, Privileges, Powers, or Authorities granted to or vested in those Commissioners by those Four Acts, or any of them.

Provision for Supply of Water for Maidstone Pavement Commissioners.

XX. And whereas those Commissioners are or claim to be seised and possessed of several Springs of Water and Two Reservoirs at *Rocky Hill* in the Parish of *Maidstone*, and of Pipes and other Works leading from the same to and into the Town of *Maidstone*, for the obtaining, collecting, and conveying of Water for the Supply and Use of the Inhabitants of the Town by the Means of public Conduits, Pumps, and Fountains, and for the Supply of existing public Tanks and Fireplugs in the Town for Use in case of Fire; and the Commissioners apprehend that the Supply of Water so derived and made may be injured or destroyed and taken away, or injuriously affected in Quantity or Quality, in and by the making of the proposed Railway and other Works: Therefore, if and whenever the Supply of Water to those Reservoirs, or from those Reservoirs into and to any Part of the Town of *Maidstone*, shall be diverted, taken away, detained, diminished, or deteriorated, or injuriously affected in Quantity or Quality, by reason of the making of the Railway or Works, the Company shall pay to the Commissioners full Compensation in Money, to be ascertained in the Manner by this Act provided, for all Injury, Damage, or Loss thereby occasioned to the Commissioners and the Inhabitants of the Town of *Maidstone;* and such Compensation in Money shall be paid by the Company on Demand, to be signified in Writing under the Hand of Two or more of the Commissioners, and delivered at the principal Office of the Company, and in default of Payment thereof on Demand may be recovered by the Commissioners from the Company, with full Costs, in any Court of competent Jurisdiction.

XXI. That

Mode of supplying Water.

XXI. That if the said Commissioners shall determine not to accept a Money Compensation, it shall be lawful for them, by Writing under the Hand of any Two or more of them to be delivered or sent by Post to the Secretary of the Company, to require the Company to provide a Supply of good and wholesome Water, equal in Quantity and Quality to the Water so diverted, taken away, detained, diminished, or deteriorated or injuriously affected; and thereupon it shall be the Duty of the said Company, and they are hereby required, forthwith after such Demand shall have been made upon them, to provide and make such Supply accordingly, free from all Cost, Charge, or Expense to the Commissioners or any of the Inhabitants of the Town of *Maidstone*, and shall at their own Expense, and free from any Cost and Expense to the Commissioners or Inhabitants, and in a sufficient and proper Manner, conduct such Water and continue the same so conducted into such of the Reservoirs as the Commissioners may require.

Arbitration as to such Supply.

XXII. That if and whenever any Difference shall arise between the Commissioners and the Company, as to whether any, and if any, what Quantity of Water heretofore obtained by the Commissioners for their Reservoirs is diverted, taken away, detained, diminished, or deteriorated or injuriously affected by reason of the making of the Railway or Works, or as to the Quality of such Water, or as to the Quantity or Quality of the Water supplied or proposed to be supplied by the Company, or as to the Mode of supplying the same, or as to the Amount of Compensation to be paid by the Company to the Commissioners, or as to the Effect of the Railway or other Works upon the Supply of Water to the Reservoirs, the Difference shall be settled by Arbitration, as provided by the "Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

Commissioners may obtain Supply of Water at the Company's Expense.

XXIII. That if the Commissioners shall decline to receive any such Compensation in Money as herein-before mentioned, they may, in the event of the Failure of the Company forthwith after such Requisition as aforesaid to provide and make good such Supply as aforesaid, search and dig for and obtain such Supply, and if found, conduct the same in a sufficient and proper Manner and continue the same so conducted into the Reservoirs, as they may think fit, and for that Purpose may employ such Engineer, Workmen, and other Persons as shall be necessary, and execute all such Works as may be proper for that Purpose; and the Company shall pay to the Commissioners on Demand (such Demand to be in Writing signed by any Two of the Commissioners, and delivered or sent by Post to the Secretary of the Company,) the Amount of the Expenses properly and reasonably incurred in that Behalf, the Propriety, Reasonableness, and Amount to be settled in case of Difference by Arbitration under the "Railways Clauses Consolidation Act, 1845," and in default of Payment thereof within One Month after Demand so made, the Amount thereof, with full Costs of Suit,

Suit, shall be recoverable by the Commissioners from the Company in any Court of competent Jurisdiction.

Present Supply of Water to the Reservoirs to be gauged.

XXIV. That before the Company do or execute any Work which can in any way affect the Springs of Water which supply those Reservoirs, the Quantity of Water which such Springs supply to such Reservoirs shall be duly and properly ascertained by means of gauging the Water, and for this Purpose an Engineer shall be appointed by the Commissioners and the Company jointly within One Month after the passing of this Act, or if such Engineer be not so jointly appointed before the Expiration of the Month, shall, on the Application of the Commissioners and the Company or either of them, be appointed by the President of the Institution of Civil Engineers; and the Engineer appointed shall duly and properly gauge and ascertain the Quantity of Water which on the last Day, or if and when such last Day be *Sunday* then on the *Saturday* preceding, of every Calendar Month for Twelve consecutive Calendar Months next after his Appointment (the Month in which he is appointed inclusive) such Springs supply to such Reservoirs; and the Result of such gauging so from Time to Time ascertained shall be certified at the End of the Twelve Months by such Engineer, in Writing under his Hand, to the Company and to the Commissioners respectively; and the Quantity so certified to be so supplied on such last Day or last *Saturday* of every such Month shall ever thereafter for all the Purposes of this Act be taken to be the Amount of the actual Supply to those Reservoirs from such Springs during each and every Day during the corresponding Month in every subsequent Year.

Deposit of Certificate as to Amount of Supply.

XXV. That the Company shall at the End of such Twelve Months cause the Certificate so made to them, or a true Copy thereof, under the Hand of such Engineer, to be forthwith deposited with the Clerk of the Peace for the Borough of *Maidstone*, and such Clerk of the Peace shall preserve, and permit Inspection, and give Copies of the same, according to the Provisions of the Act of the First Year of Her present Majesty, Chapter Eighty-three, and as if the same were Documents therein mentioned.

Company to pay Expenses of ascertaining Supply.

XXVI. That all the Expenses of and incident to the ascertaining of such daily Supply, and such Appointment from Time to Time of an Engineer for the Purpose, except any Expenses occasioned by the Default of the Commissioners, shall be paid by the Company.

Commissioners may lay Pipes, &c. in Company's Lands.

XXVII. That, subject to the Provisions of this Act, the Commissioners from Time to Time may make, repair, and maintain in, upon, and through the Lands of the Company, such Drains, Pipes, and Works as shall be necessary for conveying Water from the Reservoirs of the Commissioners to the Town of *Maidstone*, and for such Purposes may

enter upon those Lands and make such Surveys and Examinations as shall be necessary: Provided always, that from Time to Time all such Drains, Pipes, and Works shall be made, repaired, and maintained, and all such Entries, Surveys, and Examinations shall be made, under the Superintendence and to the reasonable Satisfaction of the Engineer of the Company, and if he in Writing so require, all such Drains, Pipes, and Works shall be made, repaired, and maintained according to Plans, Drawings, and Specifications to be prepared by the Commissioners, and submitted to and approved by him, and the Commissioners shall on Demand pay to the Company all reasonable Expenses occasioned to or incurred or paid by them for or by reason of the making, repairing, or maintaining of such Drains, Pipes, or Works in, upon, or through the Lands of the Company, except any Expenses occasioned by reason of any Damage done to such Drains, Pipes, or Works by the Exercise of any of the Powers of the Company, and except any Expenses occasioned by any Default of the Company, and except any Expenses of such Superintendence by their Engineer.

Commissioners to make good Damage by Failure of their Works, &c.

XXVIII. That if by reason of the making, repairing, or maintaining by the Commissioners of any such Drains, Pipes, or Works in, upon, or through the Lands of the Company, or by reason of the Failure or Imperfection of any such Drains, Pipes, or Works, other than any Failure occasioned by any Default of the Company, any Interruption be at any Time occasioned to the Traffic on the Railway, the Commissioners shall make full Compensation for all Damage resulting therefrom.

Commissioners not to enter on Company's Land except as expressly authorized.

XXIX. Provided always, That the Commissioners shall not, without in every Case the previous Consent in Writing of the Company under their Common Seal, enter upon or interfere with any of the Lands of the Company, or alter or interfere with the Railway or any of the Works thereof, further or otherwise than is by this Act expressly authorized, and shall not, by virtue of this Act, be entitled to any Right, Power, or Authority affecting any of those Lands or the Railway and Works, or any Part thereof, or the Company, other than such as is by this Act expressly conferred on the Commissioners.

For securing Supply of Water to Maidstone Gaslight and Coke Company.

XXX. And whereas the *Maidstone* Gaslight and Coke Company were incorporated by an Act of the Fourth Year of *George* the Fourth, intituled *An Act for lighting with Gas the public Streets, Lanes, Passages, and Places, and the Houses, Warehouses, and other Buildings within the King's Town and Parish of* Maidstone *in the County of* Kent, and are the Owners and Occupiers of certain Gasworks, Buildings, Yards, and Hereditaments, and Machinery and Apparatus for the Manufacture of Gas and Coke, situate in the Parish of *Maidstone* in the County of *Kent*, and claimed to be seised or possessed of or otherwise well entitled to the Use and Enjoyment of a Stream of Water

which

which runs into and through those Gasworks, and they allege that that Stream supplies to them Forty-three thousand two hundred Gallons of Water daily, and they apprehend that the making of the Railway and other Works may prejudice such Supply: Therefore, if and when such Supply of Water to the Gas Company be diverted, taken away, detained, diminished, or deteriorated by reason of the making of the Railway or Works, the Company shall forthwith at their Expense provide for the Gas Company a Supply of good Water equal in Quantity and Quality to the Water so diverted, taken away, detained, diminished, or deteriorated, and shall at their like Expense, in a sufficient and proper Manner conduct such Water and continue the same so conducted to those Gasworks, by and through the same or as nearly as Circumstances may admit the same Channel, and at the same or as nearly as Circumstances will admit the same Level as the Channel and Level respectively by, through, and at which the Stream of Water now runs into the Gasworks; but if and so often as the Company fail so to provide or conduct such Supply, they shall make to the Gas Company full Compensation in Water or in Money for all Injury thereby occasioned to them; and any such Compensation in Money, if not paid on Demand, such Demand to be made in Writing under the Seal of the Gas Company, and delivered or sent by Post to the Secretary of the Company, shall be recoverable by the Gas Company from the Company in any Court of competent Jurisdiction.

Disputes to be settled by Arbitration.

XXXI. That if and whenever any Difference shall arise between the Gas Company and the Company as to whether any, and if any, what Quantity of Water heretofore supplied to the Gasworks is diverted, taken away, detained, diminished, or deteriorated by reason of the making of the Railway and other Works, or as to the Quantity of such Water, or as to the Quantity or Quality of the Water supplied or proposed to be supplied by the Company, or as to the Mode of supplying the same, or as to the Amount of Compensation to be paid by the Company to the Gas Company, or as to the Effect of the Railway or other Works upon the Supply of Water to the Gas Company, the Difference shall be settled by Arbitration as provided by the "Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

For securing Supply of Water to Medway Brewery.

XXXII. And whereas *Wriothesley Baldwin* and *Henry Godden* claim to be the Owners, and they and their Copartner *John Holmes* are the Occupiers of the *Medway* Brewery and Premises in the Parish of *Maidstone*, and the Brewery and Premises are supplied with Water from an inclosed Tank or Reservoir forming Part of the Premises, the Water flowing into such Tank or Reservoir from certain adjacent Streams or Springs by means of Drains and Pipes constructed for that Purpose: And whereas the Line of the Railway is proposed to pass and cut through the Brewery and Premises between the Brewery itself

itself and that Part of the Premises in which the Tank or Reservoir is situated; and the said Owners and Occupiers apprehend that the making of the Railway and Works may divert, detain, diminish, or deteriorate or otherwise injuriously affect the Supply of Water heretofore derivable from those Streams or Springs to such Tank or Reservoir, and from such Tank or Reservoir to the said Brewery: Therefore nothing in this Act contained shall authorize or empower the Railway Company, in the Execution of the Works hereby authorized, to take, occupy, or use a greater Quantity of Land on the Premises belonging to or connected with the Brewery than Fifty Feet in Width through the same, or to take or destroy the Tank or Reservoir or any Part thereof, or to make any of their Works within Fifteen Feet thereof.

Compensation in Water to Brewery.

XXXIII. That if and whenever the Supply of Water heretofore derived to such Reservoir from those Streams or Springs, or from such Reservoir to the said Brewery, shall be diverted, detained, diminished, or deteriorated, or otherwise injuriously affected by reason of the Railway or Works, the Company shall forthwith, at their Expense, provide for the Owners, Lessees, and Occupiers of the Brewery a Supply of good and wholesome Water, equal in Quantity and Quality to and of the same Temperature as the Water so diverted, detained, diminished, or deteriorated, and shall at their like Expense, in a proper and sufficient Manner, conduct the same and continue the same so conducted into such Reservoir, or into any other Reservoir or Tank at that Brewery or the Premises connected therewith, or the Pipes communicating therewith, as such Owners, Lessees, or Occupiers shall provide for that Purpose; but if and so often as the Company fail so to provide or conduct such Supply they shall make to such Owners, Lessees, or Occupiers full Compensation in Water or in Money for all Injury thereby occasioned to them.

Arbitration in case of Dispute.

XXXIV. That if and whenever any Difference shall arise between such Owners, Lessees, or Occupiers and the Company as to whether any, and if any, what Quantity of Water heretofore derived from those Streams or Springs is diverted, detained, diminished, or deteriorated, or otherwise injuriously affected by reason of the making of the Railway or Works, or as to the Quality or Temperature of such Water, or as to the Quantity, Quality, or Temperature of the Water supplied or proposed to be supplied by the Company, or as to the Mode of supplying the same, or as to the Amount or Nature of the Compensation to be made by the Company to such Owners, Lessees, or Occupiers, or as to the Effect of the Railway or Works upon those Streams or Springs, the Difference shall be settled by Arbitration, as provided by the "Railways Clauses Consolidation Act, 1845," with respect to the Settlement of Disputes by Arbitration.

XXXV. That

Power of Arbitrators.

XXXV. That the Arbitrator, Arbitrators, or Umpire to whom any such Dispute or Difference shall have been or shall stand referred, may direct Compensation in Water to be made by the said Company, which he and they is and are hereby empowered to do if the same can reasonably be done, to the said *Wriothesley Baldwin* and *Henry Godden*, or other the Owner or Owners, Lessees, or Occupiers for the Time being of the said Brewery and Premises.

Compensation to be made in Money if directed by the said Arbitrators.

XXXVI. Provided always, That if the Arbitrator, Arbitrators, or Umpire to whom any such Dispute or Difference shall have been or shall stand referred, shall be of opinion that the Compensation to be made by the said Company to the said *Wriothesley Baldwin* and *Henry Godden*, or other the Owner or Owners, Lessees, or Occupiers for the Time being of the said Brewery and Premises, shall be made in Money and not in Water, then the Arbitrator or Arbitrators or Umpire, in determining the Amount of such Compensation, shall take into account the Expense which may have to be incurred in order to provide or procure and bring and to continue to the Reservoir and Premises of the said *Wriothesley Baldwin* and *Henry Godden*, or other the Owner or Owners, Lessees, or Occupiers of the said Brewery and Premises, as the Case may be, a Supply of Water equal in Quantity and Quality to and of the same Temperature as that of which they may have been deprived, or which may have been deteriorated by or in consequence of the Works of the said Company, as well as the actual Loss which may have been theretofore sustained by reason of their Supply of Water having been thereby diminished or deteriorated, to the End and Intent that there may be restored and perpetually secured to the said *Wriothesley Baldwin* and *Henry Godden*, and other the Owner or Owners, Lessees, or Occupiers for the Time being of the said Brewery and Premises, a Supply of Water equal in Quantity and Quality to and of the same Temperature as that which shall have been so taken away, diverted, detained, or diminished, or deteriorated by or in consequence of the Railway or other Works by this Act authorized.

Recovery of Compensation awarded.

XXXVII. That any Compensation in Money so awarded to such Owners, Lessees, or Occupiers shall be paid at the Time and in manner in the Award appointed, and shall be recoverable from the Company in any Court of competent Jurisdiction.

Provisions for ascertaining Amount of Supply.

XXXVIII. That before the Company do or execute any Work which can in any way affect such Springs or Streams which now supply such Tank or Reservoir, the Quantity of Water which such Springs or Streams supply to such Tank or Reservoir shall be duly and properly ascertained by means of gauging the Water, and for this Purpose an Engineer shall be appointed by the said *Wriothesley Baldwin*, *Henry Godden*, and *John Holmes*, or other the Owners, Lessees, and Occupiers for the Time being of the Brewery and Premises, jointly with the

Company, within One Month after the passing of this Act, or if such Engineer be not so jointly appointed before the Expiration of the Month, shall, on the Application of the Parties interested or any of them, be appointed by the President of the Institution of Civil Engineers; and the Engineer appointed shall duly and properly gauge and ascertain the Quantity of Water which on the last Day (or if and when such last Day be *Sunday*, then on the *Saturday* preceding) of every Calendar Month for Twelve consecutive Calendar Months next after his Appointment (the Month in which he is appointed inclusive) such Springs or Streams supply to such Tank or Reservoir; and the Engineer shall also at the same Times ascertain the Temperature of the Water in such Tank or Reservoir; and the Result of such gauging and of such Temperature so from Time to Time ascertained shall be certified at the End of the Twelve Months by such Engineer, in Writing under his Hand, to the Company and to the said *Wriothesley Baldwin*, *Henry Godden*, and *John Holmes*, or other the Owners, Lessees, and Occupiers for the Time being of the Brewery and Premises respectively; and the Quantity so certified to be so supplied, at the Temperature thereof so certified, on such last Day or last *Saturday* of every such Month, shall for ever thereafter, for all the Purposes of this Act, be taken to be the Amount of the actual Supply, at such Temperature, to such Tank or Reservoir from such Springs or Streams during each and every Day during the corresponding Month in every subsequent Year.

Deposit of Certificates as to Amount of Supply.

XXXIX. That the Company shall at the End of such Twelve Months, at their Expense, cause the Certificate so made to them, or a true Copy thereof under the Hand of such Engineer, to be forthwith deposited with the Clerk of the Peace for the Borough of *Maidstone;* and such Clerk of the Peace shall preserve, and permit Inspection, and give Copies of the same, according to the Provisions of the Act of the First Year of Her present Majesty, Chapter Eighty-three, as if the same were Documents therein mentioned.

Company to pay Expenses of ascertaining Supply.

XL. That all the Expenses of and incident to the ascertaining of such daily Supply, and such Appointment of an Engineer for the Purpose, except any Expenses occasioned by the Default of such Owners, Lessees, or Occupiers, shall be paid by the Company.

Owners, &c. may lay Pipes, &c. in Company's Land.

XLI. That, subject to the Provisions of this Act, the Owners, Lessees, and Occupiers of the Brewery and Premises from Time to Time may make, repair, and maintain in, upon, and through the Lands of the Company, such Drains, Pipes, and Works as shall be necessary for conveying Water from such Tank or Reservoir or from any other Tank or Reservoir at that Brewery to the Brewery and Premises, and for such Purposes may enter upon those Lands and make such Surveys and Examinations as shall be necessary: Provided always, that from Time

Time to Time all new Drains, Pipes, and Works hereafter to be made shall be made, and all present and new Drains, Pipes, and Works shall be repaired and maintained, and all such Entries, Surveys, and Examinations (except in the Case of any Emergency as herein-after mentioned), shall be made under the Superintendence and to the reasonable Satisfaction of the Engineer of the Company; and if he in Writing so require, all such Drains, Pipes, and Works shall be made, repaired, and maintained according to Plans, Drawings, and Specifications to be prepared by such Owners, Lessees, or Occupiers and submitted to and approved by him; and such Owners, Lessees, or Occupiers shall on Demand pay to the Company all reasonable Expenses occasioned to or incurred or paid by them for or by reason of the making, repairing, or maintaining of such Drains, Pipes, or Works in, upon, or through the Lands of the Company, except any Expenses occasioned by reason of any Damage done to such Drains, Pipes, or Works by the Exercise of any of the Powers of the Company, and except any Expenses occasioned by any Default of the Company, and except any Expenses of such Superintendence by their Engineer: Provided always, that in case of any Emergency arising from the Stoppage of the Supply of Water from the said Reservoir to the said Brewery, the said Owners, Lessees, and Occupiers shall be at liberty, after Twelve Hours previous Notice to the Station Master of the Company at *Maidstone*, to enter upon the Lands of the Company and survey the same and repair the said Pipes and remove any Stoppages that may be found therein.

Owners, &c. to make good Damage by Failure of their Works, &c.

XLII. That if by reason of the making, repairing, or maintaining by such Owners, Lessees, or Occupiers of any such Drains, Pipes, or Works in, upon, or through the Lands of the Company, or by reason of the Failure or Imperfection of any such Drains, Pipes, or Works, other than any Failure occasioned by any Default of the Company, any Interruption be at any Time occasioned to the Traffic on the Railway, the Owners, Lessees, or Occupiers shall make full Compensation for all Damage resulting therefrom.

Owners, &c. not to enter on Company's Land except as expressly authorized.

XLIII. Provided always, That such Owners, Lessees, and Occupiers, or any of them, shall not, without in every Case the previous Consent in Writing of the Company under their Common Seal, enter upon or interfere with any of the Lands of the Company, or alter or interfere with the Railway or any of the Works thereof, further or otherwise than is by this Act expressly authorized, and shall not by virtue of this Act be entitled to any Right, Power, or Authority affecting any of those Lands, or the Railway and Works, or any Part thereof, or the Company, other than such as is by this Act expressly conferred on such Owners, Lessees, and Occupiers.

Tolls.

XLIV. That it shall be lawful for the Company to demand and receive such Tolls and Charges in respect of each and every Description

tion of Traffic passing over the Railway, or any Portion of the same, as they would have been entitled to demand and receive if the Railway had formed Part of the *North Kent* Railway.

Maximum Charges for Passengers.

XLV. Provided always, That it shall not be lawful for the Company to demand or receive any greater Sum, in respect of the Conveyance of Passengers on the Railway, than Threepence *per* Passenger *per* Mile in respect of any Passenger travelling in a First-class Carriage, Twopence *per* Passenger *per* Mile in respect of any Passenger travelling in a Second-class Carriage, and One Penny *per* Passenger *per* Mile in respect of any Passenger travelling in a Third-class Carriage.

Maximum Charge for Goods, &c.

XLVI. Provided also, That it shall not be lawful for the Company to charge, in respect of the several Articles, Matters, and Things, and of the several Descriptions of Animals herein-after mentioned conveyed on the Railway, any greater Sum, including the Charges for the Use of Carriages, Waggons, or Trucks, and for locomotive Power, and all other Charges incidental to such Conveyance (except a reasonable Sum for the Expense of loading and unloading, where such Service is performed by the Company), than the several Sums herein-after mentioned; (that is to say,)

For all Dung, Compost, and all sorts of Manure, Lime, Chalk, and Limestone, and all undressed Materials for the Repair of Public Roads or Highways, *per* Ton *per* Mile One Penny Halfpenny:

For all Coals, Coke, Culm, Charcoal, and Cinders, all Stones for building, pitching, and paving, all Bricks, Tiles, Slates, Clay, Sand, Ironstone and Iron Ore, Pig Iron, Bar Iron, Rod Iron, Hoop Iron, Sheet Iron, and all other similar Descriptions of Wrought Iron and Iron Castings not manufactured into Utensils or other Articles of Merchandise, *per* Ton *per* Mile Twopence:

For all Fish, Sugar, Grain, Corn, Flour, Dyewoods, Earthenware, Timber, Staves and Deals, Metals (except Iron), Nails, Anvils, Vices, and Chains, *per* Ton *per* Mile Threepence:

For all Cotton and other Wools, Hops, Drugs, manufactured Goods, and all other Wares, Merchandise, Articles, Matters, or Things, *per* Ton *per* Mile Fourpence:

And for every Carriage, of whatever Description, not being a Carriage adapted and used for travelling on a Railway, *per* Mile, Sevenpence:

For every Horse, Mule, or Ass, *per* Mile Fivepence:

For every Ox, Cow, Bull, or Neat Cattle, *per* Mile Twopence:

For every Sheep, Lamb, or other small Animal, *per* Mile One Halfpenny:

For every Calf or Pig, *per* Mile Three Farthings.

Small Parcels.

XLVII. That for the Carriage of small Parcels, that is to say, Parcels not exceeding Five hundred Pounds Weight each, on the Railway

Railway or any Part thereof, the Company may demand the Tolls following; (that is to say,)

For any Parcel not exceeding Seven Pounds in Weight, Fourpence:

For any Parcel exceeding Seven Pounds in Weight but not exceeding Fourteen Pounds in Weight, Sixpence:

For any Parcel exceeding Fourteen Pounds in Weight but not exceeding Twenty-eight Pounds in Weight, One Shilling:

For any Parcel exceeding Twenty-eight Pounds in Weight but not exceeding Fifty-six Pounds in Weight, One Shilling and Sixpence:

And for any Parcel exceeding Fifty-six Pounds in Weight but not exceeding Five hundred Pounds in Weight, the Company may demand any Sum which they may think fit:

Provided always, that Articles sent in large aggregate Quantities, although made up of separate Parcels, such as Bags of Sugar, Coffee, Meal, and the like, shall not be deemed small Parcels, but that Term shall apply only to single Parcels in separate Packages.

Foregoing Charges not to apply to Special Trains.

XLVIII. That the Restrictions as to the Charges to be made for Passengers shall not extend to any Special Train.

Company may take increased Charges by Agreement.

XLIX. That nothing herein contained shall be held to prevent the Company from taking any increased Charge, over and above the Charges herein-before limited, for the Conveyance of Goods of every Description by Agreement with the Owners of or Persons in charge of such Goods, either in respect of the Conveyance of such Goods, except small Parcels, by Passenger Trains, or by reason of any other special Service performed by the Company in relation to such Goods.

Passengers Luggage.

L. That every Passenger travelling on the Railway may take with him his ordinary Luggage, not exceeding One hundred Pounds in Weight for First-class Passengers, Sixty Pounds in Weight for Second-class Passengers, and Forty Pounds in Weight for Third-class Passengers, without any Charge being made for the Carriage thereof.

Power to raise Capital.

LI. Whereas the estimated Expense of constructing the Railway is Two hundred and fifty thousand Pounds: Be it enacted, That it shall be lawful for the Company at any Time and from Time to Time, with the Consent of a General Meeting of Shareholders, to raise such Sums of Money as they shall from Time to Time deem expedient, not exceeding in the whole the Sum of Two hundred and fifty thousand Pounds; provided that all and every Part of the Money so to be raised shall be applied to the Purposes of this Act, and to no other Purpose.

Power to create new Shares for that Purpose.

LII. That for the Purpose of raising such Sums of Money the Company may, with the Consent of Three Fifths of the Votes of the Shareholders

Shareholders present in Person or by Proxy at any General Meeting of the Company specially convened for the Purpose, create and issue new Shares in their Undertaking, of such Amount, and to be appropriated and disposed of in such Manner, and to such Persons, and on such Terms and Conditions, and with such Preference or Priority in Payment of Dividend, not exceeding Four Pounds Ten Shillings *per Centum per Annum* on the Amount for the Time being paid up on such Shares, as shall be determined by such Meeting; and the Clauses and Provisions of "The Companies Clauses Consolidation Act, 1845," "with respect to the Distribution of the Capital of the Company into Shares," and "with respect to the Transfer and Transmission of Shares," and "with respect to the Payment of Subscriptions and the Means of enforcing the Payment of Calls," and "with respect to the Forfeiture of Shares for Nonpayment of Calls," or, and "with respect to the Consolidation of Shares into Stock," shall be applicable to the raising of such Sums by the Company, and to the Shares by this Act authorized to be created, and to the Holders of such Shares.

Saving Rights of existing Preference Shareholders.

LIII. Provided always, That any Preference or Priority in the Payment of Interest or Dividend which may be assigned to any Shares to be created by virtue of this Act shall not prejudice or affect any Preference or Priority in the Payment of Interest or Dividend on any Share or Stock in the Company, or any Annuity created or issued by the Company before the passing of this Act, or confirmed by any other Act, or otherwise lawfully subsisting at the Time of the passing of this Act.

Calls.

LIV. Provided also, That One Fifth of the total Amount of any Share created under the Authority of this Act shall be the greatest Amount of any One Call which the Directors may make in respect of such Share, and Two Months at the least shall be the Interval between successive Calls in respect of such Share, and the aggregate Amount of Calls to be made in any One Year on any such Share shall not exceed Four Fifths of the total Amount thereof.

Power to borrow.

LV. That when and so soon as the whole of the Capital which the Company is authorized to raise by the Creation of Shares under this Act shall have been subscribed for, and One Half thereof shall have been paid up, it shall be lawful for the Company from Time to Time, with the Authority of any General or Special General Meeting of the Company, to borrow on Mortgage of their Undertaking, in addition to any other Sums which they are or may be authorized to borrow, any Sum or Sums of Money not exceeding in the aggregate Eighty thousand Pounds; and the Provisions of "The Companies Clauses Consolidation Act, 1845," "with respect to the borrowing of Money on Mortgage or Bond," and "with respect to the Conversion of the borrowed Money into Capital," shall be incorporated with this Act,

Act, and shall be applicable to the borrowing of such Sums by the Company, and to the Conversion thereof, if they think fit, into Capital: Provided always, that the total Amount which the Company may at any One Time owe on Mortgage or Bond shall not exceed One Third of the Capital of the Company in Shares for the Time being: Provided also, that all and every Part of the Money to be raised by Mortgage under the Authority of this Act shall be applied to the Purposes of this Act, and to no other Purpose.

Former Mortgages to have Priority.

LVI. Provided also, That all Mortgages granted by the Company before the passing of this Act, and which may be in force at the Time of the passing of this Act, shall during the Continuance thereof have Priority over any Mortgages to be created by virtue of this Act.

Interest on Calls not to be paid out of Capital.

LVII. That the Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised by Calls in respect of Shares, or by the Exercise of any Power of borrowing, pay to any Shareholder Interest or Dividend on the Amount of Calls made in respect of the Shares held by him: Provided always, that the Company may pay to any Shareholder such Interest on Money advanced by him beyond the Amount of Calls actually made, as may be in conformity with the Provisions of "The Companies Clauses Consolidation Act, 1845."

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

LVIII. That the Company shall not, out of any Money by this Act or any other Act relating to the Company authorized to be raised, pay or deposit any Sum of Money which by any Standing Order of either House of Parliament for the Time being in force may require to be deposited in respect of any Application to Parliament for the Purpose of obtaining an Act authorizing the Company to construct any other Railway or to execute any other Work or Undertaking.

Railway to be subject to the Provisions of 1 & 2 Vict. c. 98., 3 & 4 Vict. c. 97., 5 & 6 Vict. c. 55., 7 & 8 Vict. c. 85., 9 & 10 Vict. c. 57., and 14 & 15 Vict. c. 64.

LIX. Whereas an Act was passed in the Second Year of the Reign of Her present Majesty, intituled *An Act to provide for the Conveyance of the Mails by Railway*; and another Act was passed in the Fourth Year of the Reign of Her said Majesty, intituled *An Act for regulating Railways*; and another Act was passed in the Sixth Year of the Reign of Her said Majesty, intituled *An Act for the better Regulation of Railways, and for the Conveyance of Troops*; and another Act was passed in the Eighth Year of the Reign of Her said Majesty, intituled *An Act to attach certain Conditions to the Construction of future Railways authorized or to be authorized by any Act of the present or succeeding Sessions of Parliament, and for other Purposes in relation to Railways*; and another Act was passed in the Session of Parliament held in the Ninth and Tenth Years of the Reign of Her present Majesty, intituled *An Act for regulating the Gauge of Railways*;

Railways; and another Act was passed in the Session of Parliament held in the Fourteenth and Fifteenth Years of the Reign of Her present Majesty, intituled *An Act to repeal an Act for constituting Commissioners of Railways*: Be it enacted, That nothing in this Act contained shall be held to exempt the Railway or the Company from the Provisions of the said several Acts respectively, but that such Provisions shall be in force in respect of the Railway and Company so far as the same shall be applicable thereto.

Provision for future General Railway Acts.

LX. That nothing in this Act contained shall be deemed or construed to exempt the Railway from the Provisions of any General Act relating to this Act, or of any General Act relating to Railways, or to the better or more impartial Audit of the Accounts of Railway Companies, now in force or which may hereafter pass during the present or any future Session of Parliament, or from any future Revision and Alteration under the Authority of Parliament of the Rates for small Parcels and the maximum Rates of Fares and Charges authorized by this Act.

Provision as to the Rights of the Crown.

LXI. That nothing whatsoever contained in this Act or in any of the Acts herein referred to shall extend to authorize the Company to purchase, take, use, or otherwise interfere with any Land, Soil, Tenements, or Hereditaments, or any Rights in respect thereof, belonging to Her Majesty in right of Her Crown, without the Consent in Writing of the Commissioners or Commissioner for the Time being of Her Majesty's Woods, Forests, and Land Revenues, or One of them, first had and obtained for that Purpose, and which such Commissioners or Commissioner are and is hereby authorized and empowered to give; or to divest, prejudice, diminish, alter, or take away any of the Estates, Rights, Privileges, Powers, or Authorities which now are or hereafter may be vested in or enjoyed by Her Majesty, Her Heirs or Successors.

Short Title.

LXII. That in citing this Act for any Purpose whatsoever it shall be sufficient to use the Expression "The *South-eastern* Railway (*Strood* to *Maidstone*) Act, 1853."

Cost of Act.

LXIII. That all the Costs, Charges, and Expenses of and incidental to the passing of this Act shall be paid by the *South-eastern* Railway Company.

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