



ANNO VICESIMO NONO & TRICESIMO

VICTORIÆ REGINÆ.

Cap. ccxxvii.

An Act for conferring further Powers upon the *South-eastern* Railway Company for the Construction of Works and the Acquisition of Lands, and otherwise in relation to their Undertaking; and for other Purposes. [16th July 1866.]

WHEREAS it is expedient that the *South-eastern* Railway Company (in this Act called "the Company") be authorized to make and maintain the Railways herein-after mentioned; (that is to say,)

A Railway (No. 1.) situate wholly in the Parish of *Greenwich*, otherwise *Saint Alphage, Greenwich*, in the County of *Kent*, to commence by a Junction with the Railway (No. 1.) authorized by "The *South-eastern* Railway Act, 1865," and to terminate by a Junction with the Railway (No. 2.) authorized by the said Act:

A Railway (No. 2.) to commence in the Parish of *Tenterden* in the County of *Kent* by a Junction with the authorized Line of the *Weald of Kent* Railway, and to terminate in the Parish of *Appledore* in the said County by a Junction with the *Ashford and Hastings* Branch of the *South-eastern* Railway:

[*Local.*]

35 C

A Railway

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A Railway (No. 3.) to commence in the Parish of *Appledore* in the County of *Kent* by a Junction with the intended Railway (No. 2.), and to terminate in the Parish of *Snargate* in the same County by a Junction with the *Ashford and Hastings* Branch of the *South-eastern* Railway :

And whereas it is expedient that the Company be empowered to purchase and take by Compulsion or Agreement for Station Accommodation and other Purposes of their Undertaking additional Lands and Houses in the several Parishes of *Holy Trinity* in the Borough of *Hastings*, and *Saint Leonards* in the County of *Sussex*: And whereas it is expedient (subject to the Provisions of this Act) that the Company be authorized to construct a Baggage Warehouse, with Waiting Rooms and other Conveniences, on the Admiralty Pier at *Dover*: And whereas it is expedient (subject to the Provisions in this Act contained) that the *London, Chatham, and Dover* Railway Company (in this Act called "the *Chatham* Company") be empowered to run over and use the Railway (No. 1.) by this Act authorized as herein-after provided: And whereas it is expedient that the Company be authorized to abandon and relinquish the Construction of so much of the Railway (No. 2.) authorized by "The *South-eastern* Railway Act, 1865," as lies between the Commencement of that Railway at *Conduit Lane* and the Termination of the Railway (No. 1.) by this Act authorized: And whereas it is expedient that the Company be authorized to raise further Monies for the Purposes of this Act: And whereas Plans and Sections of the intended Railways and Works showing the Lines and Levels thereof respectively, and the Lands in which the same are intended to be made, and Plans of the additional Lands proposed to be acquired by the Company under this Act, and Books of Reference to the Plans containing the Names of the Owners or reputed Owners, Lessees or reputed Lessees, and Occupiers of the said Lands, have been deposited with the respective Clerks of the Peace for the Counties within which those respective Railways and Works will be constructed, and those Lands are situate, and such Plans, Sections, and Books of Reference are in this Act referred to as "the deposited Plans, Sections, and Books of Reference:" And whereas the Objects of this Act cannot be attained 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; (that is to say,)

Short Title.

1. This Act may be cited for all Purposes as "The *South-eastern* Railway Act, 1866."

8 & 9 Vict.
cc. 16., 18.,
& 20.,

2. "The *Lands* Clauses Consolidation Act, 1845," and "The *Lands* Clauses Consolidation Acts Amendment Act, 1860," and "The

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“The Railways Clauses Consolidation Act, 1845,” and Part I. (relating to the Construction of a Railway) of “The Railways Clauses Act, 1863,” and the Clauses and Provisions of “The Companies Clauses Consolidation Act, 1845,” with respect to the following Matters, (that is to say,) 23 & 24 Vict. c. 106., and 26 & 27 Vict. cc. 92. & 118. incorporated.

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 borrowing of Money by the Company on Mortgage or Bond;

The Conversion of the borrowed Money into Capital;

The Consolidation of the Shares into Stock;

The Provisions to be made for affording Access to the Special Act by all Parties interested;

And Part I. (relating to Cancellation and Surrender of Shares) and Part II. (relating to additional Capital) of “The Companies Clauses Consolidation Act, 1863,” are (except where expressly varied by this Act) incorporated with and form Part of this Act.

3. In this Act the several Words and Expressions to which Meanings are assigned by the Acts wholly or partially incorporated herewith shall have the same respective Meanings, unless there be something in the Subject or Context repugnant to such Construction; the Expression “the Company” means the *South-eastern Railway Company*; the Expression “the *Chatham Company*” means the *London, Chatham, and Dover Railway Company*; the Expression “the Railway” or “the Undertaking” shall mean the Railways by this Act authorized, or any Part thereof; and 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 common Simple Contract Debt, and not a Debt or Demand created by Statute; and the Expressions “Clerks of the several Parishes in *England*” and “Parish Clerks” in “The Railways Clauses Consolidation Act, 1845,” shall respectively mean as regards the Parish of *Greenwich*, otherwise *St. Alphage, Greenwich*, the Clerk of the District Board of Works for the District of *Greenwich*.

Same Meanings to Words in incorporated Acts as in this.

Interpretation of Terms.

4. Subject to the Provisions of this Act, and except as herein-after otherwise expressly provided, the Company may from Time to Time enter upon, take, and use such of the Lands shown on the deposited Plans and specified in the deposited Books of Reference as they shall

Power to take Lands.

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think fit: Provided always, that it shall not be lawful for the Company to enter upon, take, or use any of the Lands shown on the deposited Plans and specified in the deposited Books of Reference which are situate in the respective Parishes of *Saint Mary, Rotherhithe*, and *Saint Mary Magdalene, Bermondsey*, in the County of *Surrey*.

Power to
make Rail-
way accord-
ing to
deposited
Plans.

5. Subject to the Provisions of this Act, the Company may make and maintain in the Line and according to the Levels shown on the deposited Plans and Sections the Railways herein-after described, with all proper Stations, Approaches, Works, and Conveniences connected therewith, and may enter upon, take, and use such of the Lands delineated on the said Plans and described in the deposited Books of Reference as may be required for that Purpose. The Railways herein-before referred to and authorized by this Act are,—

A Railway (No. 1.) One Mile and Three Furlongs in Length situate wholly in the Parish of *Greenwich*, otherwise *Saint Alphege, Greenwich*, in the County of *Kent*, to commence by a Junction with the Railway (No. 1.) authorized by “*The South-eastern Railway Act, 1865*,” at the Termination of that Railway on the North Side of the *Greenwich Road*, and to terminate by a Junction with the Railway (No. 2.) authorized by the said Act, Twenty-two Chains or thereabouts to the Eastward of *Conduit Lane*:

A Railway (No. 2.) Six Miles and One and a Half Furlongs in Length to commence in the Parish of *Tenterden* in the County of *Kent* by a Junction with the authorized Line of the *Weald of Kent* Railway in a Field numbered 66 in the said Parish on the deposited Plans of the *Weald of Kent* Railway, referred to in “*The Weald of Kent Railway Act, 1864*,” and to terminate in the Parish of *Appledore* in the said County by a Junction with the *Ashford and Hastings* Branch of the *South-eastern* Railway, Fourteen Chains or thereabouts in a Southerly Direction from the South End of the down Platform of the *Appledore* Station on that Branch:

A Railway (No. 3.) Five Furlongs and Three and a Half Chains in Length to commence in the Parish of *Appledore* in the County of *Kent* by a Junction with the intended Railway (No. 2.) on the Eastern Side of the public Road leading from *Appledore* to *Beckett Bridge* level Crossing on the *Ashford and Hastings* Branch of the *South-eastern* Railway, and to terminate in the Parish of *Snargate* in the same County by a Junction with the said *Ashford and Hastings* Branch, Sixty-one Chains or thereabouts in a Northerly Direction from the North-east Side of the public Road level Crossing over that Branch called or known as “*Beckett Bridge Crossing* :”

And

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And the said Railways and Works shall for the Purposes of Tolls and Charges, and for all other Purposes whatsoever, be Part of the Undertaking of the Company as if the same had been Part of the Main Line of the *South-eastern Railway*.

6. The Company may from Time to Time raise for the Purposes of this Act, and in addition to the Sums which they are now authorized to raise, by the Creation and Issue of new Shares or new Stock, whether ordinary or preferential, or both, any Capital not exceeding Two hundred and four thousand Pounds.

Power to raise additional Capital by new Shares.

7. The Company shall not issue any Share created under the Authority of this Act, nor shall any Share vest in the Person accepting the same, unless and until a Sum not being less than One Fifth of the Amount of such Share shall have been paid in respect thereof.

Shares not to issue until One Fifth paid up.

8. The Company may from Time to Time borrow on Mortgage for the Purposes of this Act, and in addition to the Sums which they are now authorized to borrow, any Sums not exceeding in the whole Sixty-eight thousand Pounds, but no Part thereof shall be borrowed until the whole of the Capital of Two hundred and four thousand Pounds by this Act authorized to be raised is subscribed for, and One Half thereof is paid up, and the Company have proved to the Justice who is to certify under the Fortieth Section of "The Companies Clauses Consolidation Act, 1845," before he so certifies, that the whole of that Capital has 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 has been paid on account thereof before or at the Time of the Issue or Acceptance thereof, and that such Capital was issued *bonâ fide*, and is held by the Subscribers or their Assigns, and that such Subscribers or their 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.

Power to borrow on Mortgage.

9. The Mortgagees of the Company under this Act may enforce Payment of Arrears of Principal and Interest due on their Mortgages by the Appointment of a Receiver, and in order to authorize the Appointment of a Receiver the Amount owing to the Mortgagees by whom the Application for a Receiver shall be made shall not be less than Six thousand Pounds in the whole.

Arrears may be enforced by Appointment of a Receiver.

10. All Mortgages and Bonds granted by the Company in pursuance of the Powers of any Act of Parliament before the passing of this Act, and which shall be subsisting at the Time of the passing thereof,

Priority of existing Mortgages.

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thereof, shall during the Continuance of such Mortgages and Bonds have Priority over all Mortgages to be granted by virtue of this Act.

Application of Monies.

11. All Monies by this Act authorized to be raised by the Company, as well by Shares as by borrowing, shall be applied only to the Purposes of this Act, and the Company may from Time to Time apply for the Purposes of this Act any other Monies now or hereafter belonging to them or under the Control of their Directors, except so far as the Application thereof may by any Act be otherwise specially provided, and the Money be required for the Purpose for which it is so made applicable.

Lands for extraordinary Purposes.

12. The Quantity of Land to be taken by the Company for the extraordinary Purposes mentioned in "The Railways Clauses Consolidation Act, 1845," shall not exceed Three Acres.

Powers for compulsory Purchases limited.

13. 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.

14. The Railway shall be completed within Four Years from the passing of this Act, and on the Expiration of that Period the Powers by this Act granted to the Company for executing the Railway, or otherwise in relation thereto, shall cease to be exercised, except as to so much thereof as shall then be completed.

Power to cross certain Roads on the Level.

15. Subject to the Provisions in "The Railways Clauses Consolidation Act, 1845," and in Part I. (relating to the Construction of a Railway) of "The Railways Clauses Act, 1863," contained in reference to the crossing of Roads on the Level, the Company may in the Construction of the Railway carry the same with a double Line of Railway only across and on the Level of the Roads next hereinafter mentioned; (that is to say,)

RAILWAY No. 2.

No. on deposited Plan.	Parish.	Description of Road.
10	Ebony - -	Public Road.
16	Appledore - -	Public Road.
31	Appledore - -	Public Road.

Notice to be given of taking Houses of Labouring Classes.

16. The Company shall, not less than Eight Weeks before they take in any Parish Fifteen Houses or more occupied either wholly or partially by Persons belonging to the Labouring Classes as Tenants or Lodgers, make known their Intention to take the same by Placards, Handbills, or other general Notice placed in public View upon or within

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within a reasonable Distance from such Houses; and the Company shall not take any such Houses until they have obtained the Certificate of a Justice that it has been proved to his Satisfaction that the Company have made known their Intention to take the same in manner herein-before required.

17. For the Protection of the Rights and Interests of the Lord High Admiral of the United Kingdom, or the Commissioners for executing the Office of Lord High Admiral, (in this Act referred to as "the Admiralty,") the Hospital, Buildings, and Lands at *Greenwich*, as holding of *Greenwich Hospital*, and the Grounds there of the Naval Schools, with the Buildings thereon, in trust for Her Majesty, Her Heirs and Successors, for the exclusive Benefit of *Greenwich Hospital*, the following Provisions shall have Effect; (namely,)

Protection of
Interest of
Admiralty
on behalf of
Greenwich
Hospital.

(1.) The Railway (No. 1.) between the Points marked A and D on a Copy of Part of the deposited Plan signed by *Andrew Clarke*, Captain Royal Engineers, Director of Works to the Admiralty, and *John Hawkshaw*, the Engineer of the Company, and deposited with the Clerk of the District Board of Works for the District of *Greenwich*, (in this Act referred to as "the Admiralty Plan,") shall be constructed in a Tunnel made on the Cut and Cover Plan, and shall be so maintained; and the Company on the Completion of their Works between those Points at their own Expense shall level the Surface of the Ground disturbed, and shall restore it as nearly as may be to the State in which it was when they entered on the Land, and shall lay down Parts of the Surface in Grass, and shall plant Shrubs and Trees on other Parts thereof; and all the Works and Things aforesaid shall be executed and done under the Direction and to the Satisfaction of the Admiralty:

(2.) During the Progress of their Works between the same Points the Company shall at their own Expense keep the Works enclosed with a substantial Boarding not less than Seven Feet Six Inches in Height, with such proper and convenient Openings and Means of Communication in and through the same for the Purposes of Passage between the main Street of *Greenwich* and the Naval Schools as the Admiralty from Time to Time require:

(3.) All Works connected with the Railway between the said Points A and D which in any respect affect the Water Mains for the Supply of Water to *Greenwich Hospital* shall be executed under the Direction and to the Satisfaction of the Admiralty; and the Company shall be liable to make good to the Admiralty, on behalf of *Greenwich Hospital*, all Damage of what Nature or Kind soever, immediate or consequential,

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caused to *Greenwich Hospital*, or to any Land or Building vested in the Admiralty on behalf of *Greenwich Hospital*, or otherwise incurred by the Admiralty, by reason or in consequence of any Interference by the Company with those Water Mains, or any of them, during the Execution of the Works of the Company or at any Time afterwards :

- (4.) The existing Drainage of the Lands affected by the Company's Works between the Points A and D shall be maintained by the Company without Injury, and for that Purpose the Company shall at their own Expense, at the Points A, B, and C on the Admiralty Plan, substitute for the existing Brick Sewers Wrought-iron Sewers of the same Capacity and Fall, and at the said Point D the Company shall at their own Expense adopt and apply the Syphon System for the Sewerage; and the Company shall at all Times maintain in good Repair and sound working Order all Sewers and Syphons laid down by them under this Enactment, and shall at all Times at their own Expense provide for the effective working of the Syphon System :
- (5.) If at any Time after the Completion of the Works it become necessary or desirable, in the Judgment of the Admiralty, to add to or alter the then existing System of Drainage, the Company shall afford to the Admiralty all reasonable Facilities for the Execution of the Works proposed by the Admiralty for that Purpose, and shall pay to the Admiralty all Expenses incurred by the Admiralty in that Behalf beyond what would have been necessary for that Purpose in case the Company's Works had not been constructed; and the Amount of those Expenses shall be a Debt due from the Company to the Crown, and shall be recoverable accordingly, with Costs, or the same may be recovered (at the Option of the Admiralty) as a Penalty is recoverable from the Company :
- (6.) The Company shall at their own Expense, under the Direction and to the Satisfaction of the Admiralty, take down and rebuild the Gate Lodges (if required by the Admiralty to do so), and underpin or otherwise secure any other Building or Work affected by their Works between the said Points A and D which the Admiralty require them to underpin or otherwise secure; and the Company shall, before rebuilding, reconstructing, underpinning, or otherwise securing any Building or Work, submit to the Admiralty an Elevation and proper Plans and Sections and Specifications of the proposed Works for their Approval, and shall not execute any of the proposed Works otherwise than in accordance with such Approval.

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18. If the Company disturb any Part of the Site of the old Burial Ground within the Grounds of the Naval School, they shall cause all Coffins and Human Remains found in any Portion thereof to be decently and decorously interred in some other Portion of the same Burial Ground, and the Company shall cause all Monuments and Tombstones found there to be carefully removed and preserved without Injury, and to be re-erected or replaced on their original Sites after the Completion of the Works, and all the Works and Things required by this Section shall be executed and done under the Direction and to the Satisfaction of the Admiralty.

Provision for
old Burial
Ground.

19. Notwithstanding anything in this Act, the Company shall not acquire any Estate or Interest in the Surface of the Ground above the Tunnel to be constructed by them for the Railway No. 1. between the said Points A and D, and the same shall remain vested as if this Act had not been passed, and the Admiralty may use and enjoy the same accordingly, but not so as to injure or endanger the Structure of the Tunnel, or to prejudicially affect the User or Enjoyment thereof by the Company.

Company not
to acquire
Surface over
Tunnel.

20. For the Purposes of this Act the Admiralty may act in all respects by the Secretary to the Admiralty or the Director of Works of the Admiralty for the Time being, and the Acts and Proceedings of the Secretary or Director of Works shall be deemed the Acts and Proceedings of the Admiralty.

Secretary or
Director of
Works of
Admiralty
to act.

21. The Company shall at their own Expense, and to the reasonable Satisfaction of the Surveyor for the Time being of the Greenwich District Board of Works, restore all Sewers, Drains, and Gullies in the Streets and Roads in the said District which shall be broken up, destroyed, or damaged, or interfered with, in the Execution of the Works by this Act authorized, or provide instead thereof other proper and sufficient Sewers, Drains, and Gullies; and where any of the intended Works to be done under or by virtue of this Act shall or may pass over, under, or by the Side of, or so as in any Manner to interfere with, any Sewer, Drain, Watercourse, Defence, or Works under the Jurisdiction or Control of the said Greenwich District Board, or shall or may in any way affect the present or intended Sewerage or Drainage of the said Greenwich District, or any Part thereof, the Company shall not commence such Work until they shall have given to the said District Board, or their Surveyor or Engineer for the Time being, Fourteen Days previous Notice in Writing of their Intention to commence the same by leaving such Notice at the principal Office of such District Board, with a Plan and Section showing the Course and Inclination thereof, and other necessary Particulars relating thereto, and until such District Board shall have

For Protec-
tion of
Sewers,
Drains, &c.
in Green-
wich District.

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signified

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signified their Approval of the same, unless such District Board do not signify their Approval, Disapproval, or other Directions within Fourteen Days after Service of the said Plan, Sections, and Particulars as aforesaid; and the Company shall comply with and conform to all reasonable Orders, Directions, and Regulations of the said District Board in the Execution of the said Works, and shall provide by new, altered, or substituted Works, in such Manner as such Board may reasonably require, for the proper Protection of, and for preventing Injury or Impediment to, the Sewers and Works herein before referred to by or by reason of the said intended Works or any Part thereof, and shall save harmless the said District Board against all and every the Expense to be occasioned thereby; and all such Works shall be done by or under the Direction, Superintendence, and Control of the Engineer or other Officer or Officers of the said District Board at the reasonable Costs, Charges, and Expenses in all respects of the Company; and all reasonable Costs, Charges, and Expenses which the said District Board may be put to by reason of the Works of the Company, whether in the Execution of Works, the Preparation or Examination of Plans or Designs, Superintendence, or otherwise, shall be paid to such District Board by the Company on Demand; and when any new, altered, or substituted Works as aforesaid, or any Works or Defence connected therewith, shall be completed by, or at the Costs, Charges, or Expenses of, the Company under the Provisions of this Act, the same shall thereafter be as fully and completely under the Direction, Jurisdiction, and Control of the same District Board, and be maintained by them, as any Sewers or Works now are or hereafter may be; and nothing in this Act shall extend to prejudice, diminish, alter, or take away any of the Rights, Powers, or Authorities vested or to be vested in the said District Board or of their Successors, but all such Rights, Powers, and Authorities shall be as valid and effectual as if this Act had not been passed.

Local Rates
to be made
good.

22. If and while the Company are possessed under this Act of any Lands assessed or liable to be assessed in the *Greenwich* District to any Sewer Rate, Lighting Rate, Main Drainage Rate, Church Rate, or other Parochial Rate, they shall from Time to Time, until the Railway or the Works thereof are completed and assessed or liable to be assessed, make good the Deficiency in the Assessment for such Rates by reason of those Lands being taken or used for the Purposes of the Railway or Works, and the Deficiency shall be computed according to the Rental at which the Lands, with any Buildings thereon, are now or have hitherto been rated.

Differences
to be settled
by Arbitra-
tion or by

23. If any Difference shall arise between the *Greenwich* District Board of Works and the Company under this Act, such Difference shall be referred to an Arbitrator, to be agreed upon between the
Company

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Company and the District Board, or, failing Agreement, to an Arbitrator to be appointed by the Board of Trade, and the Decision of the Arbitrator so agreed upon or approved as aforesaid shall be final and conclusive.

Board of Trade.

24. The several Provisions of Sections Nineteen, Twenty, and Twenty-one of "The *South-eastern Railway Act, 1865*," extend and apply to the Works by this Act authorized, and the Purposes of this Act, as fully and effectually as if those Sections respectively were re-enacted in this Act with respect to those Works and Purposes.

Sections 19, 20, and 21 of 28 & 29 Vict. c. cccliii. to apply to Works, &c. under this Act.

25. After the Expiration of the Period by this Act limited for the Completion of the Railway, if the same be not then completed the Company shall be liable to a Penalty of Fifty Pounds a Day, to be recoverable as a Debt due to the Crown, for every Day after the Period so limited until the Railway shall be completed and opened for public Traffic; but no Penalty shall accrue in respect of any Time during which it may appear, by a Certificate to be obtained from the Board of Trade, that the Company were prevented from completing or opening the Railway by unforeseen Accident or Circumstances beyond their Control, but the Want of sufficient Funds shall not be held to be a Circumstance beyond the Control of the Company.

Penalty for Non-completion of Railways within Period limited for Completion.

26. The Company may, with the previous Approval of the Board of Trade for that Purpose first had and obtained, such Approval to be signified in Writing under the Hand of the Secretary of the Board of Trade, from Time to Time construct and maintain a Baggage Warehouse, with Waiting Rooms and other Conveniences, on the Admiralty Pier at *Dover*, and may from Time to Time enter into and carry into effect Arrangements with any Government Departments and Government Officers with respect thereto; such Baggage Warehouse to be used for the Examination of the Baggage of Passengers landed on the said Pier, so far as the Commissioners of Customs may consider the same sufficient and convenient for such Examination, their Approval being notified in Writing under the Hand of the Secretary to the said Commissioners.

Power to construct Baggage Warehouse, &c. on Admiralty Pier at Dover.

27. When the Railways and Portions of Railways which the Company are by the Seventy-seventh Section of "The *London, Chatham, and Dover (New Lines) Act, 1864*," empowered to run over and use are completed and lawfully open for public Traffic, and when the Railway No. 1. by this Act authorized is completed and lawfully opened for public Traffic, then, subject to the other Provisions of this Act, the *Chatham* Company may from Time to Time and at all Times run over and use the said Railway No. 1., and all Stations, Sidings, Watering Places, Station Accommodations, Works, and Conveniences on or connected therewith.

Running Powers vested in the London, Chatham, and Dover Railway Company.

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Defining
Running
Powers of
the London,
Chatham,
and Dover
Railway
Company.

Terms of
exercising
such Power.

Accessories
to Running
Powers.

Arbitration.

Company
to abandon
Portion of
authorized
Line.

Compensa-
tion for
Damage to
Land by

28. The Powers by this Act given to the *Chatham* Company of using the said Railway and Stations may be exercised for the Purposes of Traffic of every Description passing to or from the whole or any Part of the existing System of the *Chatham* Company, including the *Crystal Palace and South London Junction* Railway.

29. The Terms on which the Powers are by this Act given to the *Chatham* Company of running over and using the said Railway and Stations of the Company shall be on the Principle of the Division of the Fares and Rates for the Traffic according to the actual Mileage traversed on the Railways of each Company (after deducting Government Duty and Terminal Charges), with Allowances for the Use of Station Accommodation, Sidings, Watering Places, Works, and Conveniences at Terminal Stations, and all such Deductions, Terminal Charges, and Allowances to be made and allowed, and the Amount of all Fares and Rates to be charged to the Public, shall be such as may from Time to Time be agreed upon between the Companies, or, failing such Agreement, the same shall be settled by Arbitration.

30. Except as may by this Act be otherwise provided, or as may be otherwise agreed or determined by the Companies, the *Chatham* Company, when running over or using under the Authority of this Act the Railway No. 1. or Stations of the Company, may from Time to Time use or employ on such Railway or Stations their Engines, Carriages, Trucks, Officers, and Servants, and they may demand, recover, and take upon and in respect of such Railway or Stations when so used by them as aforesaid the same Tolls, Rates, and Charges as if such Railway or Stations formed Part of their own System of Railways.

31. All Differences, Questions, or Matters between or affecting the Company and the *Chatham* Company by this Act directed to be settled or determined by Arbitration shall, unless it be otherwise agreed between them, be referred to a single Arbitrator, to be appointed by the Board of Trade on Application of either of the said Companies, and the Costs of the Arbitration shall be in his Discretion, and his Decisions shall be binding on, and any Regulations made by him shall be observed and performed by, the Parties interested.

32. The Company shall abandon the Construction of so much of the Railway No. 2. authorized by "The *South-eastern* Railway Act, 1865," as lies between the Commencement of that Railway at *Conduit Lane* and the Termination of the Railway No. 1. by this Act authorized.

33. The Abandonment by the Company under the Authority of this Act of any Portion of any Railway or Works shall not prejudice

or

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or affect the Right of the Owner or Occupier of any Land to receive Compensation, in accordance with the Provisions in that Behalf of "The Lands Clauses Consolidation Act, 1845," for any Damage occasioned by the Entry of the Company on such Land for the Purpose of surveying and taking Levels, or probing or boring to ascertain the Nature of the Soil, or setting out of the Line of Railway, and shall not prejudice or affect the Right of the Owner or Occupier of any Land which may have been temporarily occupied by the Company to receive Compensation, in accordance with the Provisions in that Behalf of "The Railways Clauses Consolidation Act, 1845," for such temporary Occupation, or for any Loss, Damage, or Injury which may have been sustained by such Owner or Occupier by reason thereof, or of the Exercise as regards such Land of any of the Powers contained in the last-mentioned Act, or the "*South-eastern Railway Act, 1865.*"

Entry, &c.
for Purposes
of Railways
abandoned.

34. Where before the passing of this Act any Contract may have been entered into or Notice given by the Company for the purchasing of any Land for the Purposes of or in relation to any Portions of the Railways or Works authorized to be abandoned by this Act, and which shall not be required for the Purposes of any of the Works by this Act authorized, full Compensation shall be made by the Company to the Owners and Occupiers or other Persons interested in such Lands for all Injury or Damage sustained by them respectively by reason of the Purchase not being completed pursuant to the Contract or Notice, and the Amount and Application of the Compensation shall be determined in manner provided by "The Lands Clauses Consolidation Act, 1845," for determining the Amount and Application of Compensation paid for Lands taken under the Provisions thereof.

Compensation to be made in respect of Portions of Railways abandoned.

35. And whereas it is necessary that the Fortifications and Works belonging to Her Majesty, and under the Charge of Her Majesty's Principal Secretary of State for the War Department, should be preserved intact and free from all Obstruction: Be it therefore enacted, That nothing in this Act contained shall authorize the Company to enter upon, use, or interfere with any Land, Soil, or Water, or any Right in respect thereof, or to take away, lessen, prejudice, or alter any of the Rights, Privileges, or Powers vested in or exercised by the said Principal Secretary for the Time being, without his previous Consent signified in Writing under his Hand, and which Consent the said Principal Secretary for the Time being is hereby authorized to give, subject to such special or other Conditions as he shall see fit to impose on the Company.

Saving Rights of Her Majesty's Principal Secretary of State for the War Department.

36. The Company shall not, out of any money by this Act authorized to be raised by Calls or by borrowing, pay Interest or Dividend to any Shareholder on the Amount of the Calls made in respect of

Interest not to be paid on Calls paid up.

[*Local.*]

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The South-eastern Railway Act, 1866.

the Shares held by him: Provided always, that this Act shall not 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.

37. The Company shall not, out of any Money by this Act authorized 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 authorizing the Company to construct any other Railway, or to execute any other Work or Undertaking.

Railway not exempt from Provisions of present and future General Acts.

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

Expenses of Act.

39. All Costs, Charges, and Expenses of and incident to the preparing for, obtaining, and passing of this Act, or otherwise in relation thereto, shall be paid by the Company.

LONDON :

Printed by GEORGE EDWARD EYRE and WILLIAM SPOTTISWOODE,
Printers to the Queen's most Excellent Majesty. 1866.