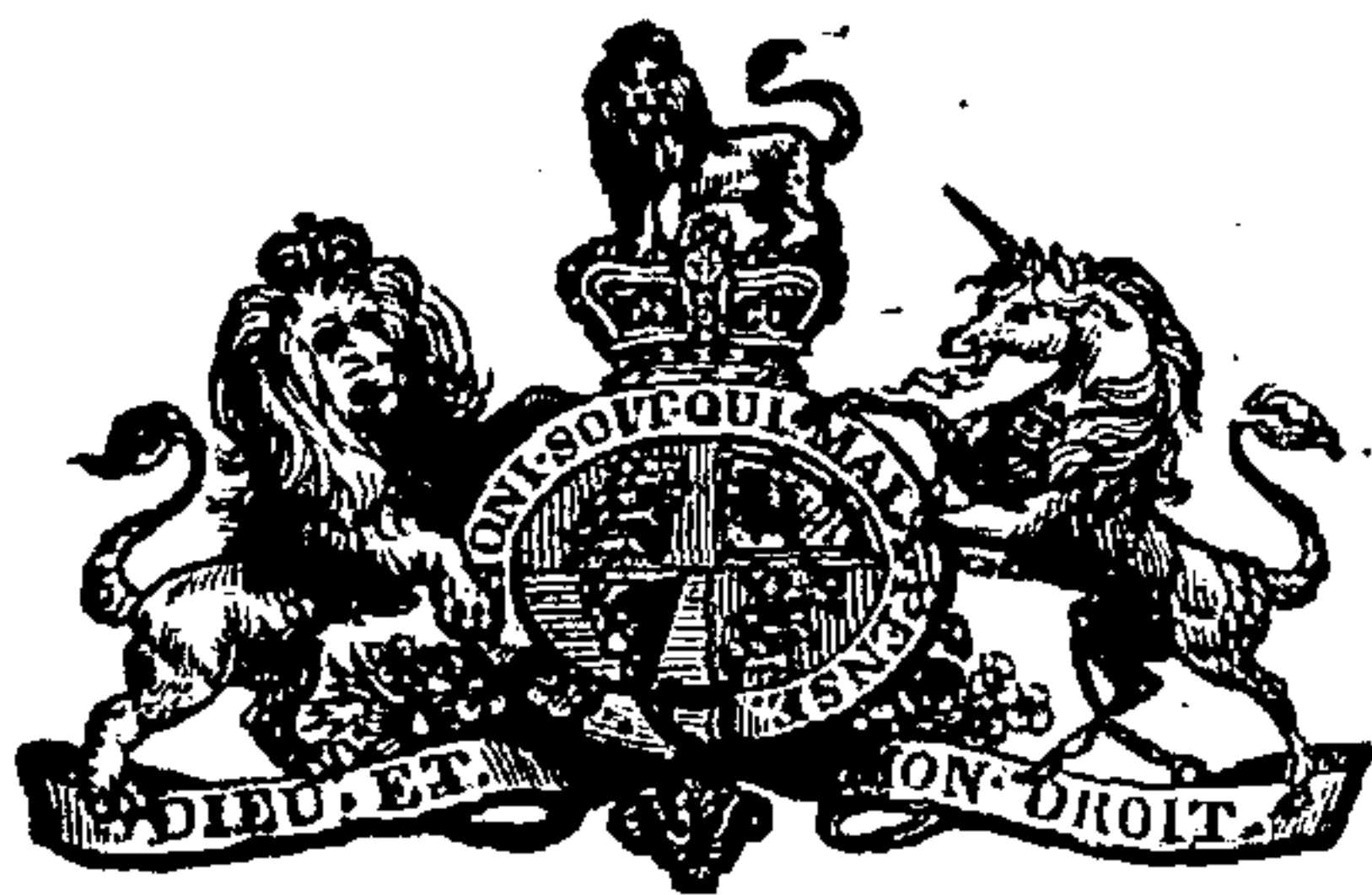


[49 VICT.]

London Brighton and South Coast [Ch. xxxvii.]
Railway (Various Powers) Act, 1886.



CHAPTER xxxvii.

An Act to confer further powers on the London Brighton and South Coast Railway Company. [4th June 1886.] A.D. 1886.

WHEREAS it is expedient that the London Brighton and South Coast Railway Company (in this Act called "the Brighton Company") should be empowered to make the new railways in this Act described and to stop the rights of crossing their railway on the level at the points in this Act mentioned :

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and the lands required or which may be taken for the purposes thereof and plans of the lands which may be acquired under this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have been deposited with the respective clerks of the peace for the counties of Surrey and Kent and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively :

And whereas it is expedient to extend the time for the completion of Railway No. 1 authorised by the Oxted and Groombridge Railway Act 1881 and to extend the time for compulsory purchase of lands for and the completion of Railway No. 2 authorised by that Act :

And whereas by the South-Western and the Brighton Railway Companies (Steam Vessels) Act 1879 (herein-after called "the Act of 1879") the Brighton Company and the London and South-Western Railway Company (herein-after called "the South-Western Company") are authorised jointly or separately to build purchase hire charter employ and maintain steam and other vessels of every or any description and to navigate work and use the same and therein and thereby to convey passengers animals goods merchandise and things of every description between the ports and places therein described namely Portsmouth and Stokes Bay and any other port or

A.D. 1886. — place in Hampshire and the town and county of the town of Southampton and between those places and any of them on the one hand and Ryde and any other port or place in the Isle of Wight on the other hand and to do all things that may be necessary to enable them to carry fully into effect the purposes aforesaid :

And whereas the Isle of Wight Marine Transit Company Limited (herein-after called "the Transit Company") under arrangements with the Brighton Company and the Brading Harbour Improvement Railway and Works Company has acquired certain property lands foreshore and other rights and erected and provided cradles machinery and appliances at Langstone Quay in the county of Hants and Brading Harbour in the Isle of Wight and is engaged in the transport not only of merchandise minerals and live stock but also of loaded carriages and wagons between the said places by means of a steamship called the "Carrier" specially constructed to carry such loaded carriages and wagons :

And whereas agreements subsist between the Brighton Company and the Transit Company with reference to the working and management of the undertaking of the Transit Company and the transportation of wagons and other traffic by their route but the same have been attended with difficulties and it is expedient that further provisions should be made with reference thereto :

And whereas it is expedient that provision should be made as to the maintenance management and use of the Southsea Railway belonging to the Brighton Company and the London and South-Western Railway Company by means of the joint committee constituted and acting under the Brighton and Chichester (Portsmouth Extension) and London and South-Western Railways Act 1847 :

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

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

Short title.

1. This Act may be cited for all purposes as the London Brighton and South Coast Railway (Various Powers) Act 1886.

Incorporation of general Acts.

2. The Lands Clauses Consolidation Acts 1845 1860 and 1869 as amended by the Lands Clauses (Umpire) Act 1883 the Railways Clauses Consolidation Act 1845 and Parts I. and II. of the Railways Clauses Act 1863 (relating respectively to the construction of a railway and to extension of time) are subject to the provisions of

and except where varied by this Act incorporated with and form A.D. 1886.
part of this Act.

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

4. Subject to the provisions of this Act the Brighton Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and works herein-after described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for those purposes (that is to say) :— Power to make railways.

New Cross Junction No. 1—A railway (1 furlong or thereabouts in length) wholly in the parish of St. Paul Deptford in the county of Surrey commencing at a point in the station-yard of the Brighton Company at New Cross on the eastern side of their railway by a junction with one of their sidings there and terminating in land belonging to the Brighton Company at or near the eastern boundary of the lands belonging to the East London Railway Company.

New Cross Junction No. 2—A railway (4 chains or thereabouts in length) wholly in the said parish of St. Paul Deptford in the county of Surrey commencing by a junction with the East London Railway at or near the bridge which carries the East London Railway over an occupation road at Cold Blow Farm and terminating in land belonging to the Brighton Company at or near the eastern boundary of the East London Railway Company's land.

5. The powers for the compulsory purchase of lands for the purposes of this Act shall not be exercised after the expiration of two years from the passing thereof. Period for compulsory purchase of lands.

6. If the railways herein-before authorised by this Act are not completed within three years from the passing of this Act then on the expiration of that period the powers by this Act granted for Period for completion of railways.

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making and completing the railways or otherwise in relation thereto shall cease to be exercised except as to so much thereof as is then completed.

For protec-
tion of the
East London
Railway
Joint Com-
mittee.

7. In the construction of the Junction Railways Nos. 1 and 2 authorised by this Act the Company shall with respect to the railway sidings and property of the East London Railway Company herein-after called the East London Company conform to and observe the following regulations and restrictions that is to say:—

1. The Company shall carry the said Junction Railway No. 1 over the East London Railway by means of an iron viaduct extending from fence to fence and of not less than three hundred and eight feet in length and not more than thirty-five feet in width with not more than two intermediate piers or supports of a maximum width of three feet such supports to be placed as required by the engineer of the East London Railway Joint Committee (herein-after called the joint committee) and at a distance of at least four feet six inches in the clear from the existing rails and such viaduct to leave thereunder in every part thereof a clear headway of at least fourteen feet above the existing rails of the East London Railway and no abutments or other works shall be placed within the boundary fences of the East London Company's property and so as to leave a clear span between the abutments and supports.
2. The junction of Railway No. 2 with the East London Railway shall be effected in all respects in such manner as shall previously have been approved by the engineer for the time being of the joint committee or in case of difference by an engineer to be appointed by the Board of Trade and the said junction and the works connected therewith shall be executed and for ever thereafter maintained by the joint committee and the costs thereof both of executing the works in connection with making the said junction and also of the subsequent maintenance thereof and all reasonable costs of every kind to which the East London Company or the joint committee shall be put by reason of the construction and maintenance of the said junction and incidental thereto shall upon demand be repaid to them by the Company and in default thereof may be recovered in any court of competent jurisdiction. Provided always that if at any time hereafter the East London Company or the joint committee shall require to widen their railway at or near to the junction of Railway No. 2 with the East London Railway they shall be at liberty to do so notwith-

standing any of the provisions in this section contained and that in the event of any such widening being made then the East London Company and the joint committee shall have power to alter the said Junction No. 2 accordingly.

3. The Company shall not for the purpose of making the Junction Railways Nos. 1 and 2 by this Act authorised or either of them enter upon or interfere with the East London Railway or any of the lands or works of the East London Company or of the joint committee or execute any works whatsoever affecting the same until there shall have been delivered to the joint committee by the Company plans drawings and specifications of the works intended to be executed affecting the East London Railway and the lands and works thereof the plans drawings and specifications to describe the manner of executing the intended works and the materials to be used for the purpose nor until those plans drawings and specifications have been examined and approved in writing under his hand by the engineer of the joint committee or in the event of his failing to approve the same for one month after the plans drawings and specifications have been delivered to the joint committee until the same have been examined and approved by an engineer to be appointed by the Board of Trade and the said viaduct and other works of and in relation to Railway No. 1 shall be executed by the Company at their sole expense and shall for ever thereafter be maintained by the Company in all things according to the approved plans drawings and specifications under the superintendence and to the reasonable satisfaction of the engineer of the joint committee. Provided that if and whenever the Company fail so to do the joint committee may make and do in and upon as well the lands of the Company as the lands of the East London Company all such works and things as the engineer of the joint committee may reasonably think requisite and the sum from time to time certified by such engineer to be the reasonable amount of their expenditure in that behalf shall be repaid to them by the Company and in default of full repayment the amount due may be recovered with full costs by the joint committee from the Company in any court of competent jurisdiction.
4. The Company shall from time to time be responsible for and make good to the joint committee all costs losses damages and expenses from time to time occasioned to the joint committee or any of the works or property of the joint committee or the traffic on the railways of the joint committee or to any person or persons using the same railways

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or works or otherwise by reason of the execution or failure of any of the works of or incidental to the construction or maintenance of the Junction Railways Nos. 1 and 2 hereby authorised or any act or omission of the company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the joint committee from all claims and demands upon or against them by reason of any such execution or failure and of any such act or omission.

5. If by reason of any works or proceedings of the Company there shall be any obstruction of or interference with the East London Railway or the works thereof so as to prevent or impede the convenient passage of engines and carriages along the same the Company shall pay to the joint committee the sum of twenty pounds by way of ascertained damages for every hour during which that obstruction or interference continues.
6. The Company shall not without the consent in writing of the joint committee under the hand of their secretary alter the line or level of any railway belonging to the East London Railway Company or the joint committee.
7. With respect to any land of the East London Company or of the joint committee which the Company are by this Act from time to time authorised to use enter upon or interfere with for the purposes of Railway No. 1 the Company shall not purchase and take the same but the Company may purchase and take and the East London Company and the joint committee may sell and grant accordingly an easement or right of using the same.
8. If by reason of the making of the Railway No. 1 by this Act authorised it becomes necessary to add to or alter any signal or signals upon the railways belonging to or worked or used by the joint committee the same shall be so added to or altered by the joint committee and the reasonable expense thereof shall be paid to them by the Company Provided nevertheless that if any difference of opinion shall arise between the Company and the joint committee as to the necessity of adding to or altering any such signal or signals the matter shall on the request of the Company be referred to one of the inspecting officers to be appointed for that purpose by the Board of Trade whose decision shall be final.
9. The Company shall not except by agreement or with the consent in writing of the East London Company under their

common seal and of the joint committee under the hand of their secretary use enter upon or interfere with or acquire any right title or interest to or in any lands belonging to the East London Company or the joint committee except such as may be required or shall be necessary for the purposes of effecting the said junction with Railway No. 2 and the works connected therewith nor shall the Company with respect to such lands of the East London Company and of the joint committee as may be so required take the same but the Company may purchase and take and the East London Company and the joint committee may sell and grant an easement or right of using the same in perpetuity for the purposes of the said Junction Railway No. 2 and works connected therewith.

10. The joint committee may from time to time erect such signals and conveniences incident to the said Junction Railway No. 2 either on their own lands or on the lands of the Company and may from time to time appoint and remove such watchmen switchmen or other persons as may in their judgment be necessary for the prevention of danger to or interference with the traffic at or near the said junction and the working and management of such signals and conveniences wherever situate shall be under the exclusive regulation and control of the joint committee and all the reasonable expenses of erecting and maintaining such signals and conveniences and of employing such watchmen switchmen or other persons and all reasonable incidental current expenses shall at the end of every half year be repaid by the Company and in default thereof may be recovered from them in any court of competent jurisdiction.
11. The Company shall bear and on demand pay to the joint committee the expense of the employment by them during the making of the said Junction Railways Nos. 1 and 2 and the works immediately connected therewith of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger or accident to arise from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise.
12. Except as by this Act expressly provided nothing in this Act contained shall extend to prejudice diminish alter or in any way affect any of the rights privileges powers or authorities vested in the East London Company or the joint committee.

A.D. 1886.

For protec-
tion of
sewers in
the metro-
polis.

8. 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 to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the Metropolitan Board of Works or of the Greenwich District Board of Works constituted under the Metropolis Management Act 1855 or with any sewers or works to be made or executed by the said Boards or either of them or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said Metropolitan Board or to the district board as the case may be twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of such board for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such board shall have signified their approval of the same unless such board do not signify their approval disapproval or other directions within twenty-eight days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said Metropolitan Board and of the district board as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such boards respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said boards respectively 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 Metropolitan Board or district board as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the said Metropolitan Board or district board may be put to by reason of such 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 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 said Metropolitan Board or district board as the case may be respectively as any sewers or works now or hereafter may be And nothing in this Act shall extend to prejudice diminish alter or take away any of the

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rights powers or authorities vested or to be vested in the said respective Boards or either of them 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.

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9. The period limited by the Oxted and Groombridge Railway Act 1881 for the completion of both the railways by that Act authorised is hereby extended until the thirtieth day of September One thousand eight hundred and eighty-seven and the powers of the Brighton Company for the compulsory purchase of lands for the purpose of Railway No. 2 authorised by that Act are hereby extended to the same date.

Extension of time for completion of Oxted and Groombridge Railway.

10. If the Brighton Company fail within the period limited by this Act to complete the railways which they are by this Act authorised to make and complete the Brighton Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so respectively limited until the railway in respect of which default is made is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the railway in respect of which default is made and the said penalty may be applied for by any landowner or other person claiming to be compensated in accordance with the provisions of the next following section of this Act or by the Solicitor to Her Majesty's Treasury and in the same manner as the penalty provided in section three of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name and with the privity of the Paymaster-General for and on behalf of the Supreme Court of Judicature in England in the bank and to the credit named in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Brighton Company was prevented by unforeseen accident or circumstances beyond their control from completing or opening the railway in respect of which default is made Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Penalty on Company if railways not completed.

11. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the "London Gazette" shall be applied towards compensating any landowners or others persons whose property has been interfered with or otherwise

Application of penalty in compensation to parties injured,

A.D. 1886. rendered less valuable by the commencement construction or abandonment of the railway in respect of which default shall have been made as aforesaid or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Brighton Company by this Act and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the Chancery Division may seem fit and if no such compensation shall be payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall either be forfeited to Her Majesty and accordingly be paid or transferred to or for the account of Her Majesty's Exchequer in such manner as the Chancery Division thinks fit to order on the application of the Solicitor to Her Majesty's Treasury and shall be carried to and form part of the Consolidated Fund of the United Kingdom or in the discretion of the Court if the Brighton Company is insolvent and has been ordered to be wound up or a receiver has been appointed shall wholly or in part be paid or transferred to such receiver or to the liquidator or liquidators of the Brighton Company or be otherwise applied as part of the assets of the Brighton Company for the benefit of the creditors thereof.

Stopping
level cross-
ings at
Mitcham.

12. The Brighton Company may stop up the portions of footpaths in the parish of Mitcham in the county of Surrey herein-after described namely :—

- (a) So much of the public footpath as crosses on the level of the South London and Sutton Railway of the Company about 7 chains south of the mile post on the said railway denoting 9 miles from London;
 - (b) So much of the public footpath in the same parish as crosses the same railway on the level 15 chains or thereabouts south of the said mile post;
 - (c) So much of the public footpath in the same parish as crosses on the level the same railway 27 chains or thereabouts south of the said mile post;
 - (d) So much of the public footpath in the same parish as crosses the same railway on the level 31 chains or thereabouts south of the said mile post;
- and all rights of way over the said portions of footpaths so far as they are within the boundaries of the Brighton Company's property shall thereupon cease and be extinguished;

Provided that before stopping up any of the said portions of footpaths the Brighton Company shall provide two wooden footbridges for the accommodation of foot passengers desiring to cross their railway one of the said footbridges to be erected at the point marked AB and the other at the point marked GH on the deposited plans. The said footbridge at the point marked GH aforesaid shall be so constructed as to cross the said railway at right angles instead of following the line of the present footpath which crosses the railway diagonally and the Brighton Company shall make up the footpath on either side of their railway to the foot of the steps leading to the said footbridge and shall properly fence off the same from their railway and the Brighton Company shall for ever hereafter maintain the said footbridges.

A.D. 1836.

13. The Brighton Company may stop up so much of a public footpath in the parish of Edenbridge in the county of Kent leading from Mowhurst Farm in the parish of Brasted in the said county to Edenbridge as crosses the land on which the railway authorised by the Oxted and Groombridge Railway Act 1881 is in course of construction but they shall provide instead thereof a public footpath on the north-eastern side of their railway to join the footpath leading from Skinner's Farm to Edenbridge and all rights of way in or over so much of the existing footpath as is within the boundaries of the Brighton Company's property shall on the completion and opening of the substituted footpath cease and be extinguished :

Stopping
level cross-
ing at Eden-
bridge.

And the Brighton Company may subject to the provisions of this Act purchase and acquire any land shown on the deposited plans and described in the deposited books of reference which they may require for the purpose of effecting such diversion.

14. The Company shall not under the powers of this Act or of the Oxted and Groombridge Railway Act 1881 as extended by this Act purchase or acquire ten or more houses which after the passing of this Act have been or on the 15th day of December last were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers. For the purpose of this section the expression "labouring class" means and includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

As to taking
houses of
persons of
the labour-
ing class.

15. It shall be lawful for the Brighton Company on the one hand and the Transit Company on the other hand to enter into and carry

Agreements,
&c., with the
Transit
Company.

A.D. 1886. into effect agreements with respect to the working use management and maintenance of the undertaking and works of the Transit Company including their steamship machinery appliances lands and other property and rights at Langstone Quay and Brading Harbour and the conduct of the Transit Company's business and as to the payments to be made and the conditions to be performed with respect to such working use management maintenance and conduct and as to the division and apportionment of receipts arising from their respective undertakings or traffic but any such agreement shall be subject to the provisions of section 27 of the Railways Clauses Act 1863 and the Brighton Company may if they think fit purchase or take on lease the said undertaking works machinery appliances lands property and rights and carry on the same undertaking as part of their own undertaking and may if they think fit admit the South-Western Company to participate in any such agreement purchase or lease and any such agreement may take effect from such date as may be therein specified whether before or after the passing of this Act.

Southsea
Railway to
be managed
by joint
committee.

16. All the powers of the Brighton Company and the South-Western Company for the maintenance management and use of or otherwise in relation to the undertaking railways and works of the Southsea Railway Company acquired by them under the provisions of the agreement scheduled to and confirmed by the Southsea Railway Act 1883 shall be exercised by the joint committee of the two companies constituted and acting under the Brighton and Chichester (Portsmouth Extension) and London and South-Western Railways Act 1847.

Company
may apply
funds to
purposes of
Act.

17. The Brighton Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they now have in their hands or which they have power to raise by virtue of any other Acts relating to the Brighton Company and which may not be required for the purposes to which they are by any such Acts made specially applicable.

Provision as
to general
railway Acts.

18. Nothing in this Act contained shall exempt the Brighton Company or their railways 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.

Railways to
form part of

19. The railways by this Act authorised shall for all purposes (including the levying of tolls rates fares and charges) be deemed to

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be part of the railways of the Brighton Company and the Brighton Company may in respect of the said railways demand and take any tolls rates fares and charges not exceeding those which by the London Brighton and South Coast Railway (Mitcham and Tooting Lines &c.) Act 1863 and the London Brighton and South Coast Railway Act 1868 they are authorised to demand and take upon or in respect of their railways. A.D. 1886.
railways of
the Com-
pany.

20. 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 Brighton Company. Costs of Act.

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