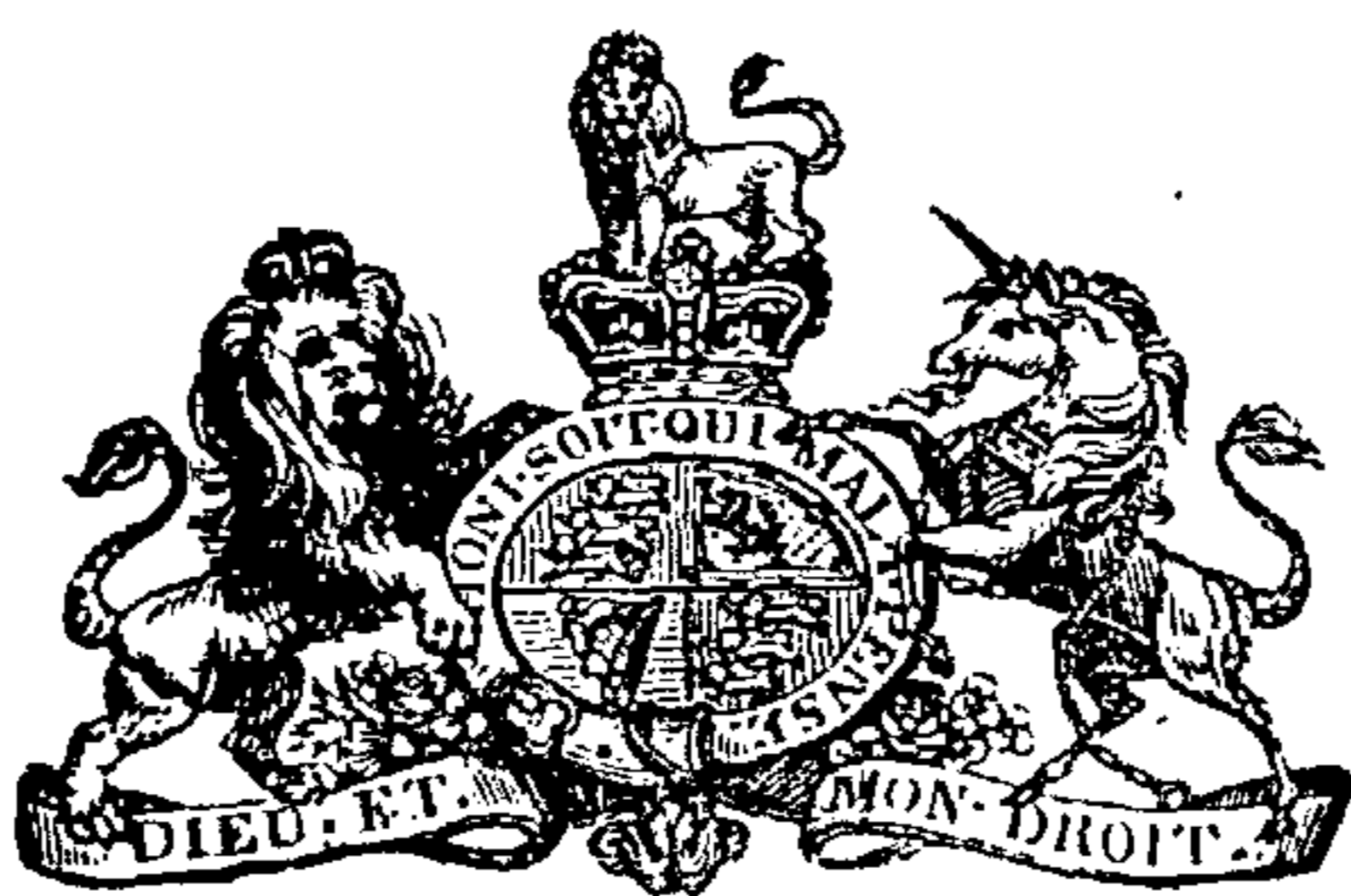


[53 & 54 VICT.] *Bexley Heath Railway Act, 1890.* [Ch. ccxviii.]



### CHAPTER ccxviii.

An Act to extend the time for the purchase of Land for and completion of the Bexley Heath Railway and for other purposes. A.D. 1890.  
[14th August 1890.]

WHEREAS the Bexley Heath Railway Company (herein-after called "the Company") were incorporated by the Bexley Heath Railway Act 1883 (herein-after called "the Act of 1883") with power to make the railways in that Act mentioned:

And whereas by the Bexley Heath Railway Act 1886 (herein-after called "the Act of 1886") the Company were authorised to make a new road and sewer in connexion with their railway and the time for the purchase of land and completion of the railway was extended:

And whereas by the Bexley Heath Railway Act 1887 (herein-after called "the Act of 1887") the Company were authorised to extend their railway to the North Kent line of the South-Eastern Railway Company at Blackheath and to abandon the portion thereof to the Dartford loop line of the same company near Lee:

And whereas by the Bexley Heath Railway Act 1888 (herein-after called "the Act of 1888") the periods limited by the before-mentioned Acts for the compulsory purchase of lands and for the completion of the railways and works authorised by the Acts of 1883 and 1886 were extended:

And whereas it is expedient that the periods limited by the recited Acts for the purchase of lands and for the construction and completion of the railways and works thereby authorised should be further extended:

And whereas it is expedient that the agreement between the South-Eastern Railway Company and the Company set forth in the schedule to this Act should be confirmed:

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

A.D. 1890. — 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 as the Bexley Heath Railway Act 1890.

Incorporation of Acts. 2. The provisions of Part II. (relating to extension of time) of the Railways Clauses Act 1863 are except where expressly varied by this Act incorporated with and form part of this Act.

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

Extending time for compulsory purchase of lands. 4. The powers granted to the Company by the Act of 1883 and extended by the Act of 1886 and the Act of 1888 for the compulsory purchase of land for the purposes of the railway authorised by the first-mentioned Act are hereby further extended and may be exercised for and during a period of one year from the twentieth day of August one thousand eight hundred and ninety and the powers granted to the Company by the Acts of 1886 and 1887 as extended by the Act of 1888 for the compulsory purchase of land for the purposes of the railway and works authorised by those Acts are hereby further extended and may be exercised for and during a period of one year from the twenty-fifth day of June one thousand eight hundred and ninety and on the expiration of those respective periods the said powers shall cease:

Provision as to Earl of St. Germans' land. Provided always that unless a contract shall have been entered into for the construction of the authorised railways and the works thereunder shall have been commenced within one year after the passing of this Act the Company shall not take otherwise than by agreement any of the lands belonging to Earl of St. Germans under the powers of the recited Acts or this Act.

Extension of time for completing railways and works. 5. The time limited by the Act of 1883 for the construction and completion of the railway thereby authorised as extended by the Acts of 1886 and 1888 is hereby further extended for a period of

one year from the twentieth day of August one thousand eight hundred and ninety-two and the time limited by the Acts of 1886 and 1887 as extended by the Act of 1888 for the construction and completion of the railway and works thereby authorised is hereby extended for a period of one year from the twenty-fifth day of June one thousand eight hundred and ninety-two and on the expiration of those periods the powers granted to the Company by the said Acts for executing the railway and works or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

A.D. 1890.

6.—(1) The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act purchase or acquire in any parish within the metropolis as defined by the Metropolis Management Act 1855 twenty or more houses or beyond the metropolis in any city borough or other urban sanitary district or any parish or part of a parish not being within an urban sanitary district ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised (as the case may be) were or have since been occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until—

Restrictions  
on displacing  
persons of  
labouring  
class.

(A) They shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) They shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this section may be given either absolutely or conditionally and after the Secretary of State or the Local Government Board (as the case

A.D. 1890. — may be) has or have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions (if any) as he or they may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the High Court.

(5) If the Company acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any such house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the court may if it think fit reduce such penalty.

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purposes of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

Provided that all lands on which any buildings have been erected or provided by the Company in pursuance of any scheme under this section shall for a period of twenty-five years from the passing of this Act be appropriated for the purpose of dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he or they may see fit.

(8) All buildings erected or provided by the Company within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the Metropolitan Building Act 1855 and the Metropolis Management Act 1855 and any Act or Acts amending the same respectively.

(9) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by the Company for the purpose of any scheme under this section.

(10) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held by their inspectors which they may deem necessary in relation to any scheme under this section and for giving effect to any of the provisions of this section and the inspectors of the Local Government Board shall for the purposes of any such inquiry have all such powers as they have for the purposes of inquiries directed by that Board under the Public Health Act 1875.

(11) The Company shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under

A.D. 1890.      this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(12) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(13) The expression "labouring class" in this section 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 such persons who may be residing with them.

For pro-  
tection of  
the Kent  
Waterworks  
Company.

7. Before executing any of the works by this Act authorised over under or within five feet of any of the mains pipes or other works of the company of proprietors of the Kent Waterworks (herein-after called "the water company") the Company shall give to the water company seven days' notice in writing of the intended works to be carried out by them and the works to which such notice applies shall be carried out according to plans to be previously submitted to and reasonably approved by the engineer of the water company and under the superintendence and to the reasonable satisfaction of such engineer if he thinks fit to attend or of any person he may appoint and employ to superintend the execution of the works and to secure the safety of the mains pipes or other works of the water company and the reasonable cost of such superintendence shall be borne and defrayed by the Company and all such works shall be carried out so as to cause as little injury as circumstances will admit to any such mains pipes or other works of the water company and if any injury owing to or by reason of the construction or repair of any of the works by this Act authorised shall arise to any main pipe or other works of the water company or interruption of the supply of water the Company shall make full compensation in respect thereof to the said water company Provided always that the said engineer shall express his approval or disapproval of any plans submitted to him within seven days of their submission and if no such approval or disapproval be expressed the Company may execute the works in accordance with the plans submitted :

Where the Company is authorised to do any work under any existing street road or other public thoroughfare or place wherein

the water company is authorised or may be required to lay its mains or pipes and shall construct any bridge tunnel or other work for the preservation or otherwise in respect of such street road or public thoroughfare or place the Company shall leave or provide sufficient space above or through the arches in the case of brick bridges and between the girders in the case of girder bridges to allow mains or pipes of the water company to be laid with proper protection from frost or otherwise And where such protection cannot be afforded for laying the mains or pipes over any of such bridges tunnels or other works the water company may at their own expense lay such mains or pipes over or under the railway by the side of any such bridges or otherwise but so as not to interfere with the user of the railway by the railway company and the railway company shall permit the water company to lay at the expense of the water company any main or pipe over or under the railway at any other points where the public thoroughfare for the time being crosses the railway as may from time to time be necessary Where the mains or pipes shall be laid or carried across the railway all such works shall be done under the superintendence and to the satisfaction of the engineer of the railway company for the time being:

A.D. 1890.

If any difference arise between the Company and the water company or between their respective engineers as to the way in which any such works as aforesaid shall be carried out or as to the approval or disapproval of any plan for carrying out the same or any other matter under this section relating thereto the same shall be decided by a single arbitrator to be appointed upon the application of either party by the President of the Institution of Civil Engineers and the costs of the arbitration to be borne as such arbitrator may direct.

8. The agreement set forth in the schedule to this Act is hereby confirmed and made binding upon the South-Eastern Railway Company and the Company respectively.

Confirmation  
of agreement  
with South-  
Eastern  
Railway  
Company.  
Saving for  
Post Office  
telegraphs.

9. Nothing in this Act or in the agreement set forth in the schedule to this Act shall affect the rights of the Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the Company is

A.D. 1890. — worked by the South-Eastern Railway Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Saving for  
Sir Henry  
Page-Turner  
Barron  
Baronet.

10. Nothing in this Act shall extend to prejudice diminish or alter any of the provisions for the protection of the estate of Sir Henry Page-Turner Barron Baronet contained in section 5 of the Act of 1886 or in section 19 of the Act of 1887 or in section 7 of the Act of 1888 or in the agreement set forth in the schedule to the Act of 1886 and confirmed by section 26 of that Act or in an agreement between Sir Henry Page-Turner Barron Baronet and the Company dated sixteenth March one thousand eight hundred and eighty-seven Provided that the extended times granted by this Act for the purchase of land and completion of the railways and works shall be substituted for the times specified in the said provisions.

Application  
of provisions  
of Railway  
and Canal  
Traffic Act  
1888 as to  
revision of  
rates.

11. Section 24 of the Railway and Canal Traffic Act 1888 and any enactment which may be passed in the present or any future session of Parliament extending or modifying that enactment shall with any necessary modifications apply to the Company in all respects as if it were one of the companies to which the provisions of the said enactment in terms applied Provided that the time within which the revised schedule of maximum rates and charges prescribed by the said section shall be submitted to the Board of Trade shall be three years from the date of the passing of this Act or such further time as the Board of Trade may permit.

Provision as  
to general  
railway Acts.

12. Nothing in this Act contained shall exempt the Company or the 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 authorised by the Act of 1883.

Costs of Act.

13. 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.

SCHEDULE referred to in the foregoing Act.

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A.D. 1890.

AN AGREEMENT made the 17th day of July 1890 between the South-Eastern Railway Company (herein-after referred to as "the South-Eastern Company") of the one part and the Bexley Heath Railway Company (herein-after referred to as "the Bexley Company") of the other or second part.

WHEREAS by the Bexley Heath Railway Act 1883 (herein-after called the Act of 1883") the Bexley Company was incorporated with power to construct a railway (No. 1) 7 miles 5 furlongs 2 chains and 50 links in length commencing in the parish of Lee by a junction with the South-Eastern Railway (Dartford Loop) at a point distant 5 chains or thereabouts measured along that loop line in the direction of Lee Station from the western face of the railway bridge under Horn Park Lane and terminating in the parish of Crayford by a junction with the South-Eastern Railway (North Kent line) at a point distant 28 chains or thereabouts measured along that line in the direction of Dartford from the southern side of Whitehall level crossing And (2) a railway (No. 2) 2 furlongs 5 chains and 50 links in length wholly in the parish of Crayford commencing by a junction with Railway No. 1 before described at a point distant 80 links or thereabouts to the northward of Howbury Lane and 17 chains from the junction of that lane with the public road leading from Crayford past Manor Farm to North End and terminating by a junction with the South-Eastern Railway (North Kent line) at or near the southern side of Whitehall level crossing And whereas by section 4 of the Bexley Heath Railway Act 1886 (herein-after called "the Act of 1886") the Bexley Company was authorised to construct a new road and sewer as therein specified And whereas by section 5 of the Bexley Heath Railway Act 1887 (herein-after called "the Act of 1887") the Bexley Company was authorised to make and maintain a railway 1 mile 6 furlongs and 2 chains in length commencing in the parish of Eltham by a junction with the Railway No. 1 authorised by the Act of 1883 at a point 1 mile and 20 chains or thereabouts from the commencement of that railway as marked and measured on the plans thereof deposited in November 1882 with the clerk of the peace for the county of Kent at his office at Maidstone and terminating in the parish of Charlton by a junction with the North Kent Railway of the South-Eastern Company at a point 14 chains or thereabouts measured along the North Kent Railway in the direction of Woolwich from the eastern end of the down platform of the Blackheath Station on that railway And (by section 29) it was provided that the Bexley Company should abandon the construction of so much of Railway No. 1 authorised by the Act of 1883 as was intended to be situated between the commencement thereof in the parish of Lee and a point in the parish of Eltham 1 mile and

A.D. 1890

20 chains or thereabouts from such commencement And whereas by section 5 of the Bexley Heath Railway Act 1888 (herein-after called "the Act of 1888") the time limited by the Act of 1883 for the completion of the railway thereby authorised as extended by the Act of 1886 was further extended for a period of two years from the 20th day of August 1890 and the time limited by the Act of 1886 for the completion of the works thereby authorised was extended for a period of one year from the 25th day of June 1891 and on the expiration of those periods the powers granted to the Company by the said Acts of 1883 and 1886 for executing the railway and works or otherwise in relation thereto should cease to be exercised except as to so much thereof as should then be completed And whereas specifications and a bill of quantities in respect of the construction of the said railways sewer and road authorised as aforesaid have been prepared by Mr. Francis Brady the engineer of the Bexley Company and the Bexley Company is about to accept a tender for the construction of the same and enter into a contract for the construction thereof And whereas by section 52 of the Act of 1883 the Bexley Company and the South-Eastern Company may subject to the provisions of Part III. of the Railways Clauses Act 1863 as amended and varied by the Regulation of Railways Act 1873 from time to time enter into and carry into effect contracts and agreements for the working use management and maintenance of the railways thereby authorised as aforesaid and for the other purposes in relation to the same therein mentioned And whereas by section 35 of the Act of 1887 the same companies may subject as aforesaid from time to time enter into and carry into effect such contracts and agreements with respect to the railway authorised by that Act as aforesaid as were sanctioned by section 52 of the Act of 1883 with respect to the railways authorised by that Act as aforesaid And whereas by the said Act of 1883 (section 6) it was provided that the capital of the Bexley Company should be 170,000*l.* and by the Act of 1886 (section 9) and the Act of 1887 (section 6) the Bexley Company are authorised to raise additional capital to the respective amounts of 6,000*l.* and 50,000*l.* making a total authorised capital of 226,000*l.* and by the said three Acts the Bexley Company are authorised to borrow on mortgage of their undertaking sums amounting in the whole to 75,200*l.* (that is to say) Under section 18 of the Act of 1883 56,600*l.* in respect of the capital authorised by that Act under section 13 of the Act of 1886 2,000*l.* in respect of the capital authorised by that Act and under section 10 of the Act of 1887 16,600*l.* in respect of the capital authorised by that Act And whereas by the South-Eastern Railway (Various Powers) Act 1885 (herein-after called "the South-Eastern Act of 1885") the South-Eastern Company is (by section 62) authorised with such approval of proprietors present at a general meeting specially convened as therein provided from time to time to guarantee the payment of interest or dividends or other annual payments on any share stock or loan of the Bexley Company And whereas all plans specifications bills of quantities and other documents drawings or instruments in relation to the construction of the railways sewer and road which the Bexley Company may now construct under the said Acts relating to the same are already prepared and completed And whereas the said companies are desirous of

entering into such agreement for the working use management and maintenance of the said railway by the South-Eastern Company upon the terms herein-after expressed on condition of the Bexley Company entering into such agreements on their part as are herein-after contained Now these presents witness and it is hereby agreed and declared as follows :—

A.D. 1890.

1. The expression "the said railway" whenever herein-after made use of shall mean and include the railways or line of railway by the joint operation of the Acts of 1883 and 1887 authorised to be constructed by the Bexley Company as aforesaid and the stations sidings approaches yards buildings junctions sewers roads lands works and conveniences connected therewith and all accommodation works in respect of the construction thereof and the said new road and new sewer.

2. The Bexley Company shall issue and duly allot to the South-Eastern Company or their nominees 15,000 shares in the capital of the Bexley Company of 10*l.* each to be entitled to the benefit of the guarantee herein-after expressed and herein-after called the guaranteed shares and shall also issue and duly allot the 7,600 shares forming the remainder of their authorised capital to persons to be named in a list or lists to be submitted to the South-Eastern Company and approved by them And the Bexley Company shall also issue and duly allot their authorised mortgage or debenture capital if and so far as may be necessary to provide funds for the purposes of this agreement.

3. The South-Eastern Company guarantees the payment of a dividend or interest on the capital for the time being paid up on the said 15,000 guaranteed shares at the rate of 3 per centum per annum Such dividend shall be payable half yearly on the 14th day of January and the 14th day of July the first payment to be made on the 14th day of January or the 14th day of July next following the date of the Board of Trade certificate authorising the use of the railway for public traffic.

4. The guarantee aforesaid shall take effect as follows (that is to say) The South-Eastern Company shall be bound at the close of each financial half year of the Bexley Company to pay over to that company a sum sufficient to pay the said dividend guaranteed for such half-year less any profits of the Bexley Company made in that half-year and available for dividend on the guaranteed shares and the sums so paid over shall be applied accordingly and any sums so paid over by the South-Eastern Company to the Bexley Company under the guarantee shall be a first charge on the gross receipts of the said railway and the South-Eastern Company shall be repaid the said sums out of the next receipts available for that purpose.

5. The Bexley Company shall within four weeks from the date hereof enter into and execute a contract with William Rigby of Driffeld in the county of York for the construction of the said railway in accordance with the said plans specifications and bills of quantities with such variations or modifications (if any) as from time to time the said Mr. Brady or other the engineer of the Bexley Company with the approval of the South-Eastern Company in writing under the hand of their secretary may require and

A.D. 1890. — such contract shall be in the terms of the draft already approved by the parties hereto.

6. The Bexley Company shall construct the said railway or procure the same to be constructed and completed in accordance with the terms of the said contract and the specification therein referred to by the said contractor or otherwise so that the said railway shall be approved by the Board of Trade as being in all respects fit to be opened and used for public traffic on or before the 1st day of February 1893.

7. From the date of the Board of Trade certificate authorising the use of the said railway for public traffic the said railway shall for twelve calendar months be maintained by and at the cost of the Bexley Company or the said contractor as provided by the said draft contract or the specification to which the said contract is to apply in substantial repair and in good working order and condition (damage by fire only excepted) and thenceforth during the continuance of this agreement be maintained in substantial repair and in good working order and condition by the South-Eastern Company but in the event of the Bexley Company or their contractor failing to maintain the said railway in an efficient manner during the twelve months aforesaid agreeably to these conditions then it shall be lawful for the South-Eastern Company to execute all such works as may be necessary for the due maintenance of the said railway and thereupon the South-Eastern Company shall be entitled in their accounts to charge the Bexley Company with all costs thereby incurred and on arriving at the sums from time to time payable by them to the Bexley Company to deduct such costs from the sum or sums of money which would otherwise have been payable to the Bexley Company under this agreement.

8. On and after the opening of the said railway for public traffic the South-Eastern Company shall take and during the continuance of this agreement retain the use and so far as lawfully may be the exclusive possession of the same as if it were their own line of railway and shall during the continuance of this agreement work and use the same and convey traffic thereon in a proper safe and convenient manner and so as to obtain the best revenue reasonably to be obtained therefrom and accordingly there shall be through fares and through booking Nevertheless the Bexley Company shall have full and exclusive power to let any part of the stations walls fences or other available space for usual and reasonable advertisement purposes or for the placing of automatic machines in such manner as the South-Eastern Company may for the time being use their own stations for the like purposes and from time to time to enter upon the stations at all reasonable times for the purpose of placing or removing any such advertisements or boxes or otherwise in connexion therewith.

9. On and after the opening of the said railway for public traffic the South-Eastern Company shall during the continuance of this agreement at their own expense provide and employ all station masters booking clerks porters engine drivers guards watchmen and servants and all other requisite officers and staff other than the secretary of the Bexley Company and his staff and shall also provide all such locomotive power engines carriages

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trucks rolling stock plant stores material and labour as shall be proper and sufficient for the working and user of the said railway by the South-Eastern Company and the reception accommodation conveyance and delivery by them of the traffic thereon. A.D. 1890.

10. The Bexley Company shall pay and discharge or redeem all rent-charges chief rents interest on purchase money tithes tithe rentcharges and land tax or other charges properly attributable to capital or usually paid by landowners and the expenses of the conduct and management by them of all affairs solely relating to the Bexley Company and if the South-Eastern Company shall be required to pay any such charges they shall be repaid by the Bexley Company or as the case may be the amounts thereof shall be deducted from any sums payable by the South-Eastern Company to the Bexley Company.

11. The South-Eastern Company shall pay all working expenses including all rates taxes assessments and other outgoings in respect of the said railway usually paid by tenants or properly chargeable against revenue.

12. In case any buildings or works in relation to the said railway shall after the opening of the said railway be destroyed or damaged by fire storm or tempest the South-Eastern Company only shall be responsible for the rebuilding and restoration thereof.

13. In case it shall at any time be necessary in order to maintain the railway in a state of first-class efficiency and to enable the South-Eastern Company effectually to use and work the same as part of their system to provide any additional works or conveniences involving capital outlay the Bexley Company shall at the request of the South-Eastern Company provide or execute the same to the reasonable satisfaction of the general manager of the South-Eastern Company And in case the Bexley Company shall neglect forthwith to provide or execute such works or conveniences on being requested to do so by the South-Eastern Company or in case the Bexley Company shall so desire the South-Eastern Company may and shall themselves provide and execute the same at the cost of the Bexley Company In case the Bexley Company shall be compelled by law or be required under this clause to execute or provide any such work or conveniences properly chargeable against capital the expense of the same and of procuring any land for that purpose shall be paid by the Bexley Company.

14. The Bexley Company shall not sell or dispose of any of its lands as superfluous unless and until it shall be certified in writing by the general manager of the South-Eastern Company and the secretary of the Bexley Company or determined by arbitration between the companies that the land proposed to be sold or disposed of is not then or prospectively required for the purposes of the undertaking.

15. The South-Eastern Company shall during the continuance of this agreement provide a reasonable passenger and goods train service over the said railway and so far as reasonably practicable work the said railway as an integral portion of the South-Eastern Railway system and shall make all reasonable provision for through booking through tickets and through carriages and for the development of the traffic.

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16. It shall not be lawful for the Bexley Company during the continuance of this agreement to enter into any agreement or agreements with land-owners or others relating to the working use and maintenance of the said railway without the previous consent in writing of the South-Eastern Company.

17. So far as lawfully may be the South-Eastern Company shall assume the burden of all obligations to which the Bexley Company is now subject or may be subject with respect to the conveyance over the said railway of troops police or mails or other Government service and the Bexley Company shall abstain from any interference direct or indirect with the South-Eastern Company in their quiet use and enjoyment of the railway in accordance with this agreement.

18. The South-Eastern Company shall indemnify and save harmless the Bexley Company against and from any loss charges damages or expenses to be incurred or sustained by reason of any injury or loss of life to any passenger or person or loss of or damage to any goods or property occasioned by the wrongful act neglect or default of the South-Eastern Company or of any person employed by them and reciprocally the Bexley Company shall indemnify and save harmless the South-Eastern Company against and from any losses damages charges or expenses occasioned by the wrongful act neglect or default of the Bexley Company or of any person employed by them.

19. The expression "gross receipts" as made use of in this agreement shall mean and comprise—

(a.) In respect of traffic arising and terminating upon the said railway the total receipts from such traffic (less the Government duty and less the usual allowances for cartage and delivery when those services are included in the rates):

(b.) In respect of traffic arising or terminating upon the said railway and passing over any other line of railway the mileage proportion of the rates tolls charges and fares for such traffic (after the deduction of duty and other allowances as aforesaid and also the usual terminals) together with the usual clearing-house terminals for the terminus of the traffic upon the railway:

(c.) In respect of through traffic arising and terminating on any other railway and passing over the said railway the mileage proportion of the rates tolls charges and fares thereon after deducting therefrom the Government duty the usual clearing-house terminals and "paid ons" and "paid outs" and any other payments to other companies:

(d.) Warehouse rent and other similar charges and receipts of the said railway from all other sources except the rents of superfluous lands belonging to the Bexley Company not used for the purposes of its undertaking and except receipts in respect of advertisements and refreshment rooms and from letting space for automatic boxes and other apparatus which excepted items shall belong exclusively to the Bexley Company and if received by the South-Eastern Company shall be paid over from time to time half-yearly to the Bexley Company less a commission for collection of five per cent.

20. All tolls fares rates and charges in respect of the traffic of every kind both through and local upon the said railway shall from time to time be fixed by the South-Eastern Company or with their consent and approval subject to the provisions of the special Acts of the Bexley Company and the general railway Acts. A.D. 1890.

21. Subject as herein-before appears the gross receipts shall be divided between and belong to the said two companies in the following proportions (that is to say) Sixty per centum or such less amount as the working of the railway (including the expenses of account keeping and a proportion of the general expenses of the South-Eastern Company and all expenditure by them under this agreement other than any payments under their guarantee herein-before contained) shall actually cost that company shall belong to the South-Eastern Company and forty per centum or the balance shall belong to the Bexley Company Provided always that if the railway shall be worked by the South-Eastern Company at a less actual cost (including all such payments and expenses as aforesaid) than sixty per centum the amount of their percentage allowance shall be reduced to such actual cost of working.

22. The South-Eastern Company shall at all times during the continuance of this agreement keep regular books accounts and vouchers proper and sufficient for the purpose of duly carrying this agreement into effect which books accounts and vouchers shall at all reasonable times be open for inspection and transcription by the directors and agents of the Bexley Company for the purposes of verification and for such inspection and transcription all proper and sufficient facilities shall be afforded by the South-Eastern Company.

23. The South-Eastern Company shall within two calendar months after the 30th day of June and the 31st day of December in every year transmit to the Bexley Company an accurate abstract of such of the accounts for the half years ending on those days respectively as shall from time to time be necessary to be shown for any of the purposes of this agreement.

24. The respective balances appearing on the said half-yearly accounts shall be adjusted and payments shall be made in settlement thereof pursuant to the terms of this agreement as follows (that is to say) For the half year ending on the 30th day of June such adjustment and payments shall be made not later than the 29th day of September next following and for the half year ending on the 31st day of December not later than the 25th day of March next following.

25. Provided always that no such payment shall in any way debar either of the said Companies from calling attention to any mistake in the accounts upon which such payments shall have been based if such mistake be pointed out and an investigation demanded within 30 days after the making of such payment or after the time when such mistake could reasonably have been ascertained and if upon investigation demanded within such time as aforesaid any such mistake shall be established the same shall be rectified and the company which as the result of such rectification shall be found to have become the debtor of the other for any amount shall on request pay such amount to the other company.

[Ch. ccxviii.] *Bexley Heath Railway Act, 1890.* [53 & 54 VICT.]

A.D. 1890.

26. This agreement shall continue and be in force for the period of 999 years from the opening of the said railway for public traffic.

27. No calls shall be made on the guaranteed shares nor shall the South-Eastern Company or other the holder of such shares be liable to make any payment in respect thereof unless and until the Bexley Company have expended 100,000*l.* on their Undertaking to the satisfaction of the South-Eastern Company certified in writing under the hand of their secretary.

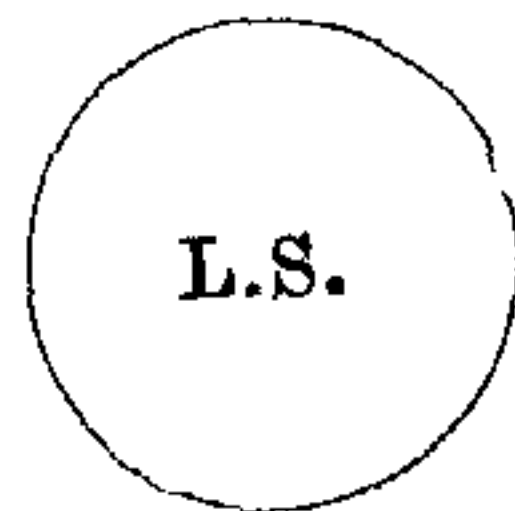
28. All differences which may arise between the said companies touching the true intent or construction of this agreement or touching anything to be done suffered or omitted in pursuance of or any of the incidents or consequences of this agreement or touching the carrying into effect of any part of this agreement or any breach or non-fulfilment or alleged breach or non-fulfilment of this agreement or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or non-fulfilment or touching any claim or demand or relating to any such liability damages losses costs or expenses or otherwise relating to the premises shall except as herein-before or otherwise expressly provided be referred to and determined by a single arbitrator to be appointed in the event of difference by the Attorney-General of England for the time being but save as expressly varied by this clause such arbitration shall be held and conducted in accordance with the Railway Companies Arbitration Act 1859 and the Arbitration Act 1889.

In witness whereof the South-Eastern Railway Company and the Bexley Heath Railway Company have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the South-Eastern Railway Company was hereunto affixed in the presence of

C. SHEATH

*Secretary.*

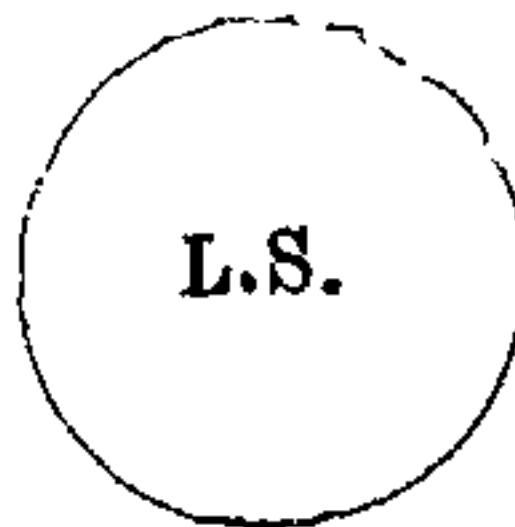


The common seal of the Bexley Heath Railway Company was hereunto affixed in the presence of

RICHARD JONES }  
ROBT. KERSEY } *Directors.*

W. B. PRITCHARD

*Secretary.*



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