



CHAPTER ccxxvii.

An Act for conferring further powers on the South Eastern Railway Company and for other purposes. A.D. 1897.

[6th August 1897.]

WHEREAS it is expedient that the South Eastern Railway Company (in this Act called "the Company") should be empowered to make and maintain the new railways and the widenings of their existing railways and to execute the other works and exercise the other powers in this Act severally mentioned and to acquire for the purposes of the works by this Act authorised and for extending their station siding and other accommodation and for other purposes connected with their undertaking the lands in this Act also mentioned:

And whereas it is expedient to extend or further extend as herein-after provided the respective times limited by the Acts herein-after specified for the compulsory purchase of certain lands and for the completion of certain works:

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be altered amended extended and enlarged and that such further powers should be granted to the Company as are herein-after mentioned:

And whereas it is expedient that other provisions such as are in this Act contained be made:

And whereas plans and sections showing the lines and levels of the railways widenings and other works by this Act authorised to be constructed and plans showing the lands by this Act authorised to be acquired and appropriated and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the lands required or which may be taken for the purposes or under the powers of this Act were duly deposited with the clerks of the peace for the several counties within which the said works will be constructed and those lands are

A.D. 1897. — situate which plans sections and books of reference are in this Act respectively referred to as the deposited plans sections and books of reference :

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

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

Short title. **1.** This Act may be cited as the South Eastern Railway Act 1897.

Incorporation of general Acts. **2.** The following Acts and parts of Acts are (except where expressly varied by this Act) incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

The Railways Clauses Consolidation Act 1845 :

Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

Interpretation. **3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction :

The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively and as regards those parishes in which there are no parish clerks mean the parish clerk of some adjoining parish :

The expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act wholly or partially incorporated herewith shall be read and have effect as if the debt or demand with respect to which the expression is used were a simple contract debt and not a debt or demand created by statute.

4. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the new railways and the widenings of their existing railways herein-after described with all proper stations sidings approaches works and conveniences connected therewith respectively 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 the purposes thereof or in connexion therewith. The new railways and widenings of railways herein-before referred to and authorised by this Act are—

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Power to
make rail-
ways widen-
ings &c.

In the county of London—

A Railway (No. 1) 1 mile 1 furlong and 0·28 chains in length commencing in the parish of St. John Horselydown by a junction with the Company's railway at a point 33 yards or thereabouts westward of the western side of Tanner Street measured along the said railway and passing into the parishes of St. Mary Magdalen Bermondsey and St. Mary Rotherhithe and terminating in the last-named parish by a junction with the Company's railway 157 yards or thereabouts from the western side of the Rotherhithe New Road measured in a westerly direction along the said railway :

A Railway (No. 2) 5 furlongs and 8·66 chains in length commencing in the parish of St. Mary Rotherhithe by a junction with the Company's railway at a point 170 yards or thereabouts from the centre of the signal box known as Corbett's Lane signal box near Corbett's Lane and passing into and terminating in the parish of St. Paul Deptford by a junction with the Company's railway at a point 20 yards or thereabouts from the southernmost side of Rolt Street measured in a southerly direction along the said railway :

A Widening (No. 1) 1 furlong and 2·39 chains in length commencing in the Parish of St. Mary Lambeth by a junction with the Company's Charing Cross Railway in the Company's Waterloo Junction Station at or about the eastern side of the bridge which carries the said railway over Windmill Street and passing thence along the northern side of the said railway and terminating in the parish of Christchurch Southwark by a junction with the Charing Cross Railway at or about the eastern side of Collingwood Street :

A Widening (No. 2) 3 furlongs and 6·40 chains in length wholly in the parish of St. Saviour Southwark on the northern side of the said Charing Cross Railway commencing on the eastern side of Gravel Lane 13 yards or thereabouts from the Company's bridge which carries their

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Blackfriars Junction line over Gravel Lane and terminating by a junction with the Company's Charing Cross and City Terminus Railway 50 yards or thereabouts from the northern side of Park Street measured along the said railway in the direction of Cannon Street Station :

A Widening (No. 3) 9·20 chains in length wholly in the parish of St. Saviour Southwark on the east side of the said Charing Cross and City Terminus Railway commencing by a junction with the said railway at a point on that railway 13 yards or thereabouts from the northern abutment of the bridge by which the railway is carried over Southwark Street measured along that railway towards the Charing Cross Station and terminating by a junction with the Company's Charing Cross and City Terminus Railway 112 yards or thereabouts from the northern side of Park Street measured along the said railway in the direction of Cannon Street Station :

A Widening (No. 4) 3 furlongs and 5·52 chains in length on the northern side of the Company's railway commencing in the parish of St. Olave Southwark by a junction with the Company's northernmost down line in London Bridge Station at a point 48 yards or thereabouts on the westernmost side of Bermondsey Street measured along the said line in a north-westerly direction towards Cannon Street Station passing into the parishes of St. John Horselydown and St. Mary Magdalen Bermondsey and terminating by a junction with the intended Railway (No. 1) herein-before described at a point 30 yards or thereabouts from the eastern side of Tanner Street measured in an easterly direction along the said intended Railway (No. 1) :

A Widening (No. 4a) 5 furlongs and 1·23 chains in length wholly in the parish of St. Mary Magdalen Bermondsey commencing on the northern side of the Company's railway by a junction with the said railway at a point 20 yards or thereabouts to the eastward of the eastern side of Tanner Street measured along the northernmost line of the said railway from Tanner Street to Spa Road and terminating by a junction with the northernmost side of the said railway at a point 83 yards or thereabouts to the eastward of the eastern side of St. James' Road measured in an easterly direction from St. James' Road :

A Widening (No. 5) 1 furlong and 6·70 chains in length wholly in the parish of St. Paul Deptford on the southern side of the Company's railway commencing by a junction with the

Company's Bricklayers' Arms and North Kent Railway at a point 123 yards or thereabouts eastward of the centre of the bridge which carries the said railway over the Deptford Wharf Branch of the London Brighton and South Coast Railway and terminating by a junction with the up line of the Company's railway 127 yards or thereabouts from the easternmost side of the Grand Surrey Canal measured in an easterly direction along the said up line : A.D. 1897.

Provided that with regard to the construction of Railway No. 1 the Company shall pay as from the date of the acquisition of any property required therefor until such railway shall be so far completed as to become liable to assessment in the ordinary way rates according to the rateable value of such property on the 20th day of July 1897.

In the county of Kent—

A Widening (No. 6) 3 furlongs and 7·00 chains in length wholly in the parish of Dartford on the northern side of the Company's railway commencing by a junction with the down line of the Company's said railway at the eastern end of the down platform in the Company's Dartford Station and terminating by a junction with the said railway at the western face of No. 65 overbridge on the Gravesend side of Dartford Station :

A Widening (No. 7) 3 furlongs and 9·70 chains in length wholly in the parish of Dartford on the southern side of the Company's railway commencing by a junction with the up line of the said railway at or about the eastern end of the up platform in the Company's Dartford Station and terminating by a junction with the said railway at the western face of No. 65 overbridge herein-before referred to :

A Widening (No. 8) 5 furlongs and 3·30 chains in length wholly in the parish of Ashford on the northern side of the Company's main line of railway commencing by a junction with the down line of the said railway at a point 223 yards or thereabouts from the western face of the public road bridge over the said railway at the Company's Ashford Station measured along the said railway in a westerly direction and terminating by a junction with the Company's Canterbury Branch Railway at a point 240 yards or thereabouts from the junction of the said branch railway with the Company's main line measured along the said branch railway :

A Widening (No. 9) 3 furlongs and 6·70 chains in length wholly in the parish of Ashford on the southern side of the

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Company's main line of railway commencing by a junction with the up line of the said railway at a point 66 yards or thereabouts from the west face of the public road bridge over the said railway at the Company's Ashford Station measured along the said railway in a westerly direction and terminating by a junction with the Company's Ashford and Hastings Branch Railway at a point 15 yards or thereabouts from the centre of the first underbridge adjoining the Company's Ashford Works measured in a southerly direction :

A widening on both sides thereof of the bridge which carries the Company's railway over the road which connects Strawberry Vale with Vale Place in the parish of Tonbridge and a widening and alteration of the said road.

In the county of Sussex—

A Widening (No. 10) 1 furlong and 6 chains in length commencing in the parish of St. Mary Magdalen Hastings on the northern side of the Company's Hastings Station by a junction with the Company's Railway at or about the eastern face of the Hastings Tunnel and passing into and terminating in the parish of Holy Trinity Hastings by a junction with the said railway at or about the western face of the Company's locomotive engine shed in the said station and an alteration of Braybrooke Road :

A Widening (No. 11) 2 furlongs and 0.5 chains in length commencing in the parish of St. Mary Magdalen Hastings on the southern side of the Company's Hastings Station by a junction with the Company's railway at or about the eastern face of the Hastings Tunnel and passing into and terminating in the parish of Holy Trinity Hastings by a junction with the said railway at or about the north-western face of the Post Office building in Hastings Station yard and an alteration of Braybrooke Road.

New rail-ways and widenings to form part of the railways of the Company.

5. The new railways and the widenings of railways herein-before described shall for the purposes of maximum rates and charges for merchandise traffic (including perishable merchandise by passenger train) and for all other purposes whatsoever be deemed to be part of the Company's railways as if the same had been part of the said railways at the date of the passing of the South Eastern Railway Company (Rates and Charges) Order Confirmation Act 1891.

Inclination of roads.

6. In altering for the purposes of this Act the roads next herein-after mentioned the Company may make the same of any

inclinations not steeper than the inclinations herein-after mentioned in connexion therewith respectively (that is to say) :— A.D. 1897.

No. on deposited Plan.	Parish.	Description of Road.	Intended Inclination.
Widening (No. 8) - 3	Ashford - -	Public - -	1 in 30
Widening (No. 9) - 2	Ashford - -	Public - -	1 in 26
Widening (No. 10) - 4	Holy Trinity Hastings.	Braybrooke Road	1 in 13
Widening (No. 11) - 4	Holy Trinity Hastings.	Braybrooke Road	1 in 10

7. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say) :— Power to divert roads as shown on deposited plans.

Railway.	Parish.	No. of Road on Plan.
Railway (No. 1) - -	St. Mary Magdalen Bermondsey	23
Widening (No. 4) - -	St. John Horselydown - -	3
Widening (No. 4) - -	St. John Horselydown - -	58A
Widening (No. 7) - -	Dartford - - - -	9

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road stopped up as far as the same is bounded on both sides by lands of the Company.

8. The following provisions shall apply and have effect for the protection of the East London Railway Company and the East London Railway Joint Committee which said company and committee are herein-after included in the expression "the East London Company" :— For protection of East London Railway Company and East London Railway Joint Committee.

(1) The works connected with the railway herein-before described as Railway No. 2 so far as they affect the railways

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and works of the East London Company shall be carried out according to plans sections elevations and specifications previously submitted to and approved by the engineer for the time being of the East London Company and under his superintendence and to his reasonable satisfaction in all respects but in all things at the expense of the Company And all the works connected with the said Railway No. 2 shall be constructed and executed in such manner as not to interfere with the free uninterrupted and safe use by the East London Company of their said railways :

- (2) If the East London Company shall not within one month after the said plans sections elevations and specifications shall have been so submitted to them object to the same by notice in writing served upon the Company the said plans sections elevations and specifications shall be deemed to have been approved for the purposes of this Act and if the East London Company make any such objection then unless the said plans sections elevations and specifications be agreed between the said two Companies or their respective engineers within twenty-one days after the service of such objection any matter in difference shall be settled by arbitration as herein-after provided :
- (3) The Company shall at all times maintain in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the East London Company the arches bridges viaducts and any piers abutments or other works placed on the property of the East London Company and if and whenever the Company fail so to do the East London Company may make or do in and upon as well the lands of the Company as their own lands all such works and things as may be reasonably requisite in that behalf and the reasonable amount of such expenditure shall be repaid to them by the Company and in default of payment may be recovered from the Company in any court of competent jurisdiction :
- (4) The Company shall not without first obtaining the consent of the East London Company (under the hand of their secretaries) take use or in any way interfere with any of the land rails works or property of the East London Company but the Company may purchase and take and the East London Company shall sell and grant accordingly an easement or right of using such lands for the purpose of constructing and maintaining the said Railway No. 2 in accordance with the provisions of this section :
- (5) The Company will bear and on demand pay to the East London Company all their reasonable expenses during the

construction or any subsequent repair of the said arches bridges viaducts piers abutments or other works of employing a sufficient number of inspectors and watchmen to be appointed by the East London Company for watching their railways works and property and for preventing all interference danger and accident from any of the operations or from the acts of the Company or of their contractors or any persons in the employment of the Company or of their contractors and also all their reasonable expenses of any alterations which the East London Company from time to time may deem necessary to make whether temporary or permanent in any signals or signalling arrangements during or by reason of the said widening and also of maintaining any new or additional signals rendered necessary thereby :

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(6) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any persons in the employ of the Company or their contractors the railways of the East London Company or any other works connected therewith shall sustain any injury or damage such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do the East London Company may make good the same and recover the expense thereof from the Company in any court of competent jurisdiction And if any injury damage or delay shall be occasioned to any traffic on the railway of the East London Company by reason of any of the matters aforesaid the Company shall on demand pay to the East London Company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such injury damage or delay such costs expenses and compensation to be recoverable from the Company as last aforesaid :

(7) Any difference which may from time to time arise between the Company and the East London Company under any of the provisions of this section shall be determined by an arbitrator to be appointed by agreement between the Company and the East London Company or in default of agreement by an arbitrator to be appointed by the Board of Trade upon the application of either party.

9. The following provisions shall apply and have effect for the protection of the London Brighton and South Coast Railway Company (herein-after called "the Brighton Company") with

For protection of London Brighton and

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South Coast
Railway
Company.

respect to the crossing by Railway No. 2 by this Act authorised of the Deptford Branch Railway of that Company :—

(1) The viaduct to be constructed by the Company to carry Railway No. 2 herein-before described over the Deptford Branch Railway of the Brighton Company in the parish of St. Paul Deptford shall be constructed so that the piers and abutments to the arches herein-after referred to shall range with the corresponding piers and spans of the existing viaduct in accordance with the general plan (herein-after referred to as "the agreed plan") which has been signed in duplicate by the respective engineers of the two Companies and exchanged between them such plan providing for the construction of the said viaduct in such manner that four openings or spans shall be made therein corresponding with and giving not less than the same span and headway above the rails of the said Deptford Branch Railway as the four arches under the existing viaduct of the Company as that viaduct is about to be widened under the powers contained in the Company's Act of 1896 (Widening No. 5) such four arches under the existing viaduct of the Company as the same is to be widened as aforesaid being respectively numbered 1 2 3 and 4 on the agreed plan :

(2) The Brighton Company shall be at liberty at any time they may see fit to lay additional lines of rails parallel with their present Deptford Branch Railway through the openings in the viaduct of Railway No. 2 by this Act authorised to be constructed as herein-after mentioned and also through the corresponding arches Nos. 1 2 3 and 4 in the existing viaduct of the Company as the same is about to be widened under the provisions of the Company's Act of 1896 or otherwise to use the said openings for sidings or any other purposes of their undertaking :

(3) The Brighton Company shall convey to the Company the triangular piece of land belonging to them outlined in green colour on the agreed plan and the Company as compensation and in lieu of a money payment to the Brighton Company for the said triangular piece of land shall convey to the Brighton Company free of cost the strip of land adjoining the East London Railway near to Cold Blow Lane Crossing also shown on the agreed plan and thereon coloured yellow the Company at their own cost erecting good and sufficient fences from A to B along the said strip of land coloured yellow and from C to D along the side of the said triangular piece of land where it abuts upon the said Deptford Branch Railway :

- (4) The Company shall not be empowered to acquire any land of the Brighton Company (other than the triangular piece of land herein-before described) for the carrying of Railway No. 2 by this Act authorised over the said Deptford Branch Railway of the Brighton Company but the Brighton Company shall grant and the Company shall accept an easement for the purposes of the piers and other works to be constructed by the Company between the fences bounding the said Deptford Branch Railway for carrying the said Railway No. 2 over such Deptford Branch Railway in accordance with the agreed plan the amount of the compensation for such easement in default of agreement to be settled by arbitration as herein-after provided : A.D. 1897.
- (5) Notwithstanding the general settlement of the principles of construction by the agreed plan all the works in connexion with the said Railway No. 2 so far as they affect the said Deptford Branch Railway of the Brighton Company shall be carried out according to detailed plans and sections (in accordance with the agreed plan) previously submitted to and approved by the engineer for the time being of the Brighton Company and under his superintendence and to his reasonable satisfaction in all respects but in all things at the expense of the Company and all the said works shall be constructed and executed in such manner as not to interfere with the free uninterrupted and safe use by the Brighton Company of their said Deptford Branch Railway :
- (6) If the Brighton Company shall not within one month after the said detailed plans and sections shall have been so submitted to their engineer object to the same by notice in writing served upon the Company the said plans and sections shall be deemed to have been approved for the purposes of this Act and if the Brighton Company shall make any such objection then unless the said plans and sections be agreed between the said two Companies or their respective engineers within 14 days after the service of such objection any matter in difference shall be settled by arbitration as herein-after provided :
- (7) The Company shall at all times maintain in substantial repair and good order and condition to the reasonable satisfaction in all respects of the engineer of the Brighton Company the said Railway No. 2 so far as it affects the said Deptford Branch Railway of the Brighton Company and if and whenever the Company fail so to do the Brighton Company may at the cost of the Company make or do in and upon as well the lands of the Company as their own lands all such works and things as may be reasonably requisite in that behalf and

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in default of payment of such cost the same may be recovered from the Company with full costs in any court of competent jurisdiction :

- (8) The Company shall bear and on demand pay to the Brighton Company all their reasonable expenses during the construction or any subsequent repair of the said Railway No. 2 of employing a sufficient number of inspectors and watchmen to be appointed by the Brighton Company for watching their said Deptford Branch Railway and for preventing as far as may be all interference danger and accident from any of the operations or acts of the Company or of their contractors or other persons in the employ of the Company or of their contractors and also all their reasonable expenses of any alterations which the Brighton Company may from time to time deem necessary to make whether temporary or permanent in any signals or signalling arrangements during or by reason of the said construction of the said railway and works and also of maintaining any new or additional signals rendered necessary thereby :
- (9) If by reason of the execution or failure of any of the works or proceedings of the Company or of any act or omission of the Company or of their contractors or of any persons in the employ of the Company or their contractors the Deptford Branch Railway of the Brighton Company or any of the works connected therewith shall sustain any injury or damage such injury or damage shall forthwith be made good by the Company at their own expense or in the event of their failing so to do the Brighton Company may make good the same and recover the expense thereof from the Company in any court of competent jurisdiction And if any injury damage or delay shall be occasioned to any passenger or any other traffic on the said Deptford Branch Railway of the Brighton Company by reason of any of the matters aforesaid the Company shall on demand pay to the Brighton Company all costs and expenses to which they may be put as well as full compensation for the loss and inconvenience sustained by them by reason of any such injury damage or delay such costs expenses and compensation to be recoverable from the Company as last aforesaid :
- (10) Any difference which may arise between the Company and the Brighton Company under any of the provisions of this section shall be determined by an arbitrator to be appointed by agreement between the Company and the Brighton Company or in default of agreement by the Board of Trade.

For pro-
tection of

10. Whereas in the construction of Railway No. 1 and Widening No. 4A by this Act authorised the Company may affect and

interfere with a tramway the property of the London Deptford and Greenwich Tramways Company (herein-after referred to as "the tramway company") situate in Parker Row and Jamaica Road. Therefore be it enacted that the Company in constructing the said works shall be subject to the following provisions restrictions and regulations (that is to say):—

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London
Deptford and
Greenwich
Tramways
Company.

(1) Nothing in this Act contained shall be taken or deemed to authorise or empower the Company in the execution or during the construction of any part of their works by this Act authorised to stop or temporarily or permanently impede or interfere with the due and regular working of the tramway :

(2) If any difference arises between the tramway company on the one hand and the Company on the other hand with respect to anything regulated by or comprised in this section the matter in difference shall be settled by an engineer or other fit person nominated as referee by the Board of Trade on the application of either party. Provided always that while any such appeal is pending the referee shall have power to order that any work or proceeding of the Company affecting the tramways the subject of any difference shall not be proceeded with or continued :

(3) The Company shall indemnify and save the tramway company harmless from and against all claims and demands arising out of any accident caused by the default of the Company in carrying out any of the provisions of this section.

11. The following provisions shall be in force for the protection of the Surrey Commercial Dock Company (herein-after called "the dock company") and their canal (herein-after called "the Surrey Canal") and the towing-paths and banks thereof and the works connected therewith in respect to Railway No. 2 and Widening No. 5 by this Act authorised:—

For pro-
tection of
Surrey
Commercial
Dock Com-
pany.

(a) Nothing in this Act contained shall authorise or empower the Company to alter the line level or depth of the Surrey Canal or the line or level of the towing-paths thereof or any part thereof respectively or to obstruct the navigation of the Surrey Canal or any part thereof or the roadway on the north side thereof or to injure any of the works of the dock company :

(b) In crossing the Surrey Canal or towing-paths banks roadway and other works belonging thereto the Company shall not without the consent of the dock company in writing under their common seal for that purpose first had and obtained take or use any more of the land or ground forming the said towing-paths banks roadway and other works belonging to that

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Company than shall be absolutely necessary for the purpose of making and erecting the additional abutments and piers required for carrying out the works provided for in sub-section (c) :

- (c) The bridge for carrying Widening No. 5 across the Grand Surrey Canal and roadway and towing-path shall be a girder bridge of one span not less than that of the approved girder bridge for the Widening No. 5 Session 1896 on the northern side of the viaduct and it shall be carried in the same manner by piers or abutments ranging with the piers or abutments supporting the approved bridge for Widening No. 5 Session 1896. The level of the underside of the girders shall be not lower in any case than the level of the girders carrying Widening No. 5 Session 1896 as shown by the approved plan of the same :
- (d) The bridge for carrying Railway No. 2 across the Grand Surrey Canal roadway and towing-path shall be a girder bridge of one span not less than that of the approved bridge over the canal for Widening No. 5 Session 1896 on the northern side of the present viaduct provided that the abutment for carrying the girders on the south side of the canal shall not be placed nearer the canal than in a line ranging with the abutments of the bridge over the canal for Widening No. 5 of the present session. And provided that the abutments on the north side of the canal shall not be constructed on the roadway or towing-path of the dock company as at present existing. The said bridge carrying Railway No. 2 shall be so constructed that a clear height of not less than 26 feet from the water level of the canal be at all times maintained over the roadway, towing-path banks and works of the dock company :
- (e) If at any time the existing bridge carrying Trundley's Road over the Surrey Canal be reconstructed or so altered as in the opinion of the engineer of the dock company shall necessitate or require the roadway of the dock company connecting the towing-path of the dock company with Trundley's Road to be varied altered or remade owing to gradient or otherwise the dock company may give notice in writing under their common seal to the Company requiring them to alter their bridge crossing the roadway and canal as existing at the passing of the South Eastern Railway Act 1896 and to reconstruct the same as a girder bridge or as may be otherwise agreed between the dock company and the Company and the Company shall thereupon alter and reconstruct the said bridge accordingly at the sole expense of the dock company so as to give in the

opinion of the engineer of the dock company the greatest practicable amount of headway over the roadway of the dock company as so altered varied or remade Provided that the Company shall not be required to alter the levels of existing rails or to carry out any such works as would alter their line on the present viaduct or cause obstruction delay or danger to the railway traffic :

(f) The Company shall for ever provide and maintain at their expense such light and lighting power as the engineer of the dock company may reasonably require for the efficient working of the traffic at all times along the waterway of the Surrey Canal and the roadway towing-paths and banks and other works belonging to the dock company under the existing railway of the Company and the proposed Widening No. 5 and Railway No. 2 or any of them

(g) Should the dock company request them so to do the Company will at the sole cost of the dock company substitute a girder bridge of one span across the canal and towing-path for the existing piers and arches but the railway company shall not be bound to carry out any such works as would render necessary an alteration of the lines or levels of the rails on the present viaduct or cause obstruction delay or danger to the railway traffic :

(h) The dock company and all persons authorised by them shall have and for ever enjoy a similar exclusive right of way along the road towing-paths and banks of the Surrey Canal under the proposed widened bridge and the proposed new bridge carrying the proposed new Railway No. 2 with or without horses cattle waggons carts or carriages as is now vested in the dock company with respect to the road towing-paths and banks under the existing bridge and the existing side arch on the north side of the Surrey Canal :

(i) The Company shall (before the completion of all or any of the works by this Act authorised or contemplated) to the reasonable satisfaction of the engineer of the dock company erect and build good and substantial brick retaining walls of the same character and height and in the same line as those of the existing retaining walls at and along the entire watersides of the bank or towing-path on each side of the Surrey Canal to the extent of the proposed works and to such a length westward as may be reasonably required by the engineer of the dock company and leave the bottom of the Surrey Canal between the said retaining walls of not less depth than it is at present and shall for ever thereafter maintain and keep in good repair and condition the said respective retaining walls so to be

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erected and built as aforesaid to the reasonable satisfaction of the engineer of the dock company :

- (j) Notwithstanding anything in this Act contained the site of the Surrey Canal the roadway the towing-path bank side drains and land of the dock company under and adjoining the works authorised by this Act shall except the dock company under their common seal otherwise consent in writing and except so much of their lands as may be necessary for the due execution of the Company's contemplated works as by this Act authorised limited and regulated (all of which lands so required shall be purchased by the Company from the dock company and paid for before the commencement of the proposed works) continue vested in the dock company :
- (k) During the execution of the works authorised or contemplated by this Act and the necessary repairs and renewals thereof the Company shall at all times leave an open and uninterrupted navigable waterway in the Surrey Canal of not less than 30 feet in width and an open and uninterrupted passage of not less than 10 feet in height from the top water level of that canal and an open and uninterrupted passage of not less than five feet in width for the towing-path thereof and 12 feet in width for the roadway on the north side and wherever in widening the said main line of the said railway the widened portion thereof shall cross or be carried over or along or otherwise interfere with the existing culverts carrying the side drains of the Surrey Canal the Company shall forthwith make good with brickwork or cast-iron cylinders all damage caused to such culverts by reason of any such interference and shall for ever thereafter maintain such culverts where they shall be interfered with by the works of the Company on a proper level and in a proper direction and in good proper and substantial repair so as to admit of the free course of the water through the same respectively :
- (l) The Company shall hereafter maintain and keep in good repair not only the said existing bridge and side archway carrying the said railway over the said canal towing-paths banks roadway and other works of the dock company and the abutments supports and foundations thereof but also the widened bridge and new bridge as authorised by this Act and the abutments and foundations thereof when the Widening No. 5 and Railway No. 2 proposed and authorised by this Act shall have been effected :
- (m) The Company shall make good all damage that may in the opinion of the engineer of the dock company be occasioned to the works or property of the dock company by the works

hereby authorised directed or contemplated and also by the renewals or repairs or want of renewals or repairs of such works when effected as authorised by this Act and if for seven days after notice in writing given to the Company by the dock company the Company neglect to proceed with due diligence to make good such damage the dock company may if they think fit and without prejudicing their remedies against the Company for any neglect default or omission on their part make good the same and the reasonable amount expended by them in so doing shall on demand be paid to them by the Company Provided that in any case of pressing necessity the dock company may proceed to make good such damage without giving such notice as aforesaid without prejudice to their remedies as aforesaid and without prejudice to their right to claim and recover repayment from the Company on demand of the amount so expended by them :

(n) If by reason of or during the execution by the Company of any of the works by this Act authorised directed or contemplated or by reason of the want of repair of any such works it shall happen that the navigation of the Surrey Canal shall be so obstructed that vessels boats or barges shall not be able freely to pass along such canal as heretofore the Company shall pay to the dock company as liquidated damages five pounds for every hour between 6 a.m. and 9 p.m. of any week-day during which such hindrance or obstruction shall occur or continue together with the full costs of action and if by reason of or during the execution by the Company of any of the works by this Act authorised directed or contemplated or by reason of the want of repair of any such works it shall happen that the towing-paths or roadway thereof shall be so obstructed that carts or carriages or the horses drawing the same shall not be able freely to pass along such towing-paths or roadway as heretofore the Company shall pay to the dock company as liquidated damages ten pounds for every day from 6 a.m. to 6 p.m. and so in proportion for any part of such day during which such hindrance or obstruction shall occur or continue provided that the maximum daily penalty the Company shall be liable to shall not exceed fifty pounds :

(o) Working drawings and specifications showing the manner in which the Company propose to carry out any or all of the works by this Act authorised or contemplated shall (before the commencement of the works) be deposited at the office of the dock company and the said works shall not be commenced until the said plans shall have been approved of by the engineer of that company unless such engineer fails to signify his

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approval or disapproval or to give other directions within fourteen days after the deposit as aforesaid of such plans and generally all works authorised or directed by this Act to be made in or through the lands of the dock company shall so far as they affect such lands or the rights or interests of the dock company be made constructed and completed to the reasonable satisfaction of the engineer of the dock company :

(p) If any difference or dispute shall arise between the engineer of the Company and the engineer of the dock company as to the execution of the works to be done by the Company under the powers of this Act or otherwise in relation to the provisions of this section the same shall be referred to and settled by an engineer to be agreed upon between the Companies or in case of difference to be appointed on the application of either the Company or the dock company by the President of the Institution of Civil Engineers.

For protection of South London Tramways Company.

12. The following provisions for the protection of the South London Tramways Company (in this section called "the tramways company") shall unless otherwise agreed between the tramways company and the Company be observed and carried into effect (that is to say) :—

(1) If in carrying out Widenings Nos. 2 and 3 where such widenings are carried over Southwark Street and Southwark Bridge Road respectively it shall be necessary or expedient to remove or interfere with the tramways of the tramways company which pass along the said roads or any part thereof the Company shall at their own expense under the superintendence and to the reasonable satisfaction of the engineer for the time being of the tramways company construct and maintain so long as occasion may require a temporary tramway or temporary tramways in lieu of the tramways or part of a tramway so removed or the working of which has been so interfered with that at all times during the progress of such works the tramcars of the tramways company may pass and repass along the said roads without any interruption and the Company shall during the progress of and until the completion of such works provide such lighting and watching as may be necessary to prevent accidents to all persons animals and vehicles using the existing or temporary tramways or the roads in which the same are laid and on completion of such works the tramways company may at the expense of the Company restore the said tramways and so much of the said roads as they are liable to maintain as may be disturbed by the Company in the exercise of the powers of this Act to as good a state and

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condition as the same were in before the commencement of such works and the Company shall be responsible for and make good to the tramways company and recoup and indemnify them against all claims sums damages loss costs and expenses which they may be put to in such restoration by reason of the carrying out of such widenings or in carrying on and continuing their traffic during the progress thereof or from the failure of any works to be done under the powers of this Act or from any act or omission of the Company or any persons in their employ or their contractors or others and the tramways company may recover the same in any court of competent jurisdiction :

(2) If any dispute or difference shall arise between the Company and the tramways company or their respective engineers as to the execution of the works to be done by the Company under the powers and provisions of this Act the same shall be referred to and settled by an engineer to be agreed upon between the Company and the tramways company or failing such agreement by an arbitrator to be appointed on the application of either the Company or the tramways company by the Board of Trade.

13. If the Company shall under the powers of this Act require to purchase and take any land belonging to the trustees of the Union Congregational Chapel Horselydown they shall if required by the said trustees purchase and acquire the said chapel and the Sunday schools and lands appurtenant thereto.

For protection of trustees of Union Congregational Chapel.

14. And whereas the Widenings Nos. 8 and 9 of the railway hereby authorised will extend over lands and the River Stour and a stream communicating therewith in the Valley of Ashford within a commission of sewers for several limits in the eastern parts of the county of Kent :

For protection of commissioners of sewers for the several limits in the eastern parts of the county of Kent.

Be it therefore enacted that all embankments to be made across the said valley by which the River Stour or any part thereof or any sewer or part thereof shall be liable to be affected and all arches and bridges to be made over the said River Stour and over every sewer in the said valley and every sewer to be made to carry the water from the ditches to be formed on the sides of the said railway into the River Stour or any of the sewers leading thereto shall be made and constructed to the reasonable satisfaction of the commissioners of sewers for the several limits in the eastern parts of the county of Kent and under the inspection and to the reasonable satisfaction of the engineer or surveyor of the said commissioners and so as not to injure or obstruct the free

A.D. 1897. passage of the water in the said River Stour and in the said sewers or any of them.

For protection of Rotherhithe vestry.

15. For the protection of the vestry of the parish of Rotherhithe (in this section called "the vestry") the following provisions shall have effect with respect to Railways Nos. 1 and 2 by this Act authorised (that is to say):—

- (1) The Company shall erect girder bridges in one span across Southwark Park Road and Raymouth Road within the parish of Rotherhithe at the points shown on the deposited plans and shall line the abutments thereof with white glazed bricks to the satisfaction of the vestry :
- (2) The Company shall not commence the construction of any of the works by this Act authorised over any road street or place under the jurisdiction of or appertaining to the vestry nor shall they break up or disturb any road street or place under the said jurisdiction until they shall have given twenty-one days' notice in writing of their intention to commence the same specifying the nature of the work to be done and the street intended to be broken up and disturbed to the surveyor of the vestry and left for him at his office plans elevations sections and other necessary particulars of the construction of such works :
- (3) The Company shall repay to the vestry the cost of any extra lamps including the expense of lighting and maintaining the same which may in the opinion of the vestry be reasonably necessary for lighting any road or street crossed by the Railways Nos. 1 and 2 by this Act authorised after the completion thereof :
- (4) If any dispute or difference of opinion shall arise between the Company and the vestry touching the reasonableness of any of the requirements of any surveyor acting for the vestry such dispute or difference of opinion shall be referred to the arbitration of an engineer to be appointed by the Board of Trade in manner provided by the Railway Companies Arbitration Act 1859 :
- (5) The Company shall provide maintain and light a means of communication not less than 20 feet in width from White Post Lane to Silwood Street nearly opposite Reculver Road in the parish of St. Paul's Deptford to the reasonable satisfaction of the vestry in substitution of the existing footway at the rear of the houses on the south side of the Goodson Road which it is proposed to abolish.

Saving rights of duchy of Cornwall.

16. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty

in right of the duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or belonging to the Duke of Cornwall for the time being without the consent of such duke testified in writing under the seal of the duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty in right of the duchy of Cornwall or in or by the Duke of Cornwall for the time being. A.D. 1897.

17. Any works to be constructed laid down or executed in exercise of the powers conferred by this Act crossing or otherwise interfering with any mains pipes or works or with any part of the undertaking at any time belonging to or worked or occupied by the Southwark and Vauxhall Water Company (herein-after called "the water company") shall be done under the superintendence and to the reasonable satisfaction of the engineer of the water company and according to plans to be reasonably approved by him before any such works are begun and he may appoint and employ such necessary inspectors and watchmen as he may think proper to superintend the execution of the works and to secure the safety of such mains pipes or other works and the cost of all such works as well as of the superintendence thereof as before provided for shall be borne and defrayed by the Company and such works shall be carried out so as not to cause any injury to any such mains pipes or other works or any interruption of the supply of water to any of the consumers of the water of the water company and if any injury owing to or by reason of the construction or repair of any of the said works shall arise to any mains pipes or other works or interruption to any supply of water the Company shall make full compensation in respect thereof to the water company. For protection of Southwark and Vauxhall Water Company.

18. The following provisions for the protection of the board of works for the St. Olave District (in this section called "the St. Olave Board") shall have effect with respect to such parts of the Railway No. 1 the Widening No. 4 and works by this Act authorised as are to be constructed and made and such of the powers of the Company as are to be exercised within the said district unless otherwise agreed on in writing between the Company and the St. Olave Board (that is to say):— For protection of St. Olave Board of Works.

(1) The Company shall place no column in Bermondsey Street to support the bridge widening over that street:

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- (2) The northern main girders of the widening over Artillery Street and Parish Street shall be supported by iron columns placed alongside the footpath at or near the sites indicated on sheet 16 of the deposited plans and there shall be no clear space open to the sky between the southern face of the new viaduct over Artillery Street and Parish Street and the northern face of the existing viaduct. The Company shall at their own expense and to the reasonable satisfaction of the surveyor of the St. Olave Board put in the six foot way between each cross girder of the said new viaduct across Artillery Street and Parish Street deck lights similar to those used in the subways leading to the platforms at the London Bridge Station and of as large an area as may be reasonably practicable and shall at the like expense and to the like satisfaction hereafter maintain and keep the same in a sound clean and water-tight condition with all ironwork properly painted :
- (3) The Company shall lay down and complete at their own expense to the reasonable satisfaction of the surveyor of the St. Olave Board and in accordance with the regulation of that board at the base of each of the said iron columns in Artillery Street drains of a diameter of 4 inches communicating with the sewer in the said street :
- (4) The diversion of the public highways numbered on the deposited plans of the said Widening 3 and 37 in the parish of St. John Horselydown shall be carried out to the reasonable satisfaction of the surveyor of the St. Olave Board and in accordance with plans to be previously submitted to and approved by the St. Olave Board and the carriageway of the substituted public highway No. 3 shall be paved with new three inch by seven inch Aberdeen granite pitching on Portland cement concrete 12 inches thick and the footway formed with twelve inch by eight inch Guernsey kerb and paved with new three inch York stone to the reasonable satisfaction of the said surveyor :
- (5) The Company shall break up and fill in the sewer in that portion of Henry Street between Bermondsey Street and the Gates in Henry Street at the point marked M on the deposited plans of Widening No. 4 and also all sewers that will be covered over by the said widening :
- (6) Before the Company break up any of the said sewers they shall construct new sewers of the same dimensions in substitution therefor and properly connect therewith all drains now opening into the said sewers to the reasonable satisfaction of the surveyor of the St. Olave Board in accordance with plans to be approved by and with the regulations of the St. Olave Board and subject to the Metropolis Management Acts :

- (7) Before the Company close the existing communication between Barnham Street and Parish Street through Great Yard they shall make and pave with asphalte to the reasonable satisfaction of the said surveyor and in accordance with plans to be approved by the St. Olave Board a new public footpath along the north face of the said widening of a width of at least 9 feet or of such less width not being in any case less than 6 feet as may be necessary to keep the said footpath within the limits of deviation between that portion of Great Yard not acquired by the Company under the provisions of this Act and Parish Street :
- (8) Before the Company close the existing communication between Coxson Place and Sard's Rents and Church Street they shall make and pave with asphalte to the reasonable satisfaction of the said surveyor and in accordance with plans to be approved by the St. Olave Board a new public footpath of a width of 9 feet along the north face of the said widening between the western end of the portion of Coxson Place and Sard's Rents not acquired by the Company and Church Street :
- (9) The abutments of all bridges to be constructed under the provisions of this Act over public highways within the jurisdiction of the St. Olave Board shall be faced on the highway sides with glazed bricks of a kind and quality to be approved by the said surveyor up to the springing of the arch or the underside of the girders (as the case may be) and the crowns of the arches or the underside of the girders (as the case may be) shall be properly whitewashed as and when required by the St. Olave Board Provided that nothing herein shall set aside or overrule the authority of the London County Council in respect to such bridges :
- (10) The said bridges and works by this Act authorised shall be so constructed as to afford a free passage for foot passengers during the construction thereof along the streets and thoroughfares over or upon which the same are to be executed and in such manner as to cause as little obstruction as the construction of the works will allow to the transit of the carriages and passengers along the said streets and thoroughfares or any of them during such construction :
- (11) For the purpose of preventing accidents during the progress of the works to be done under this Act the Company shall well and sufficiently guard and protect such works with lights fences and watchmen where necessary and by such other means as the St. Olave Board may require :
- (12) The Company shall at their own expense and under the direction of the St. Olave Board provide and fix such number

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of gas or other lamps with all proper fittings and apparatus for lighting such bridge extensions with gaslight as the St. Olave Board may deem necessary and shall at their own expense keep the same lighted as well by day as by night and if the Company make default in so doing the St. Olave Board may provide and fix such lamps and keep the same lighted as aforesaid and from time to time may recover the full cost thereof from the Company in the same manner as penalties are recoverable under the Metropolis Management Act 1855 :

- (13) The Company shall not commence any of the works by this Act authorised over through affecting or disturbing any of the public streets or places in the said district until they shall have given fourteen clear days' notice in writing to the surveyor of the St. Olave Board of their intention to commence the same and the said works shall at all times be carried on and conducted so far as they affect the traffic of the public streets or places with all reasonable despatch and to the reasonable satisfaction of the said surveyor :
- (14) The Company shall not break up or disturb any public street or place under the control or direction of the St. Olave Board or the pavement thereof unless at least fourteen days' previous notice in writing of their intention so to do specifying the public street place or pavement intended to be broken up or disturbed be given to the surveyor of the St. Olave Board or left for him at his office and when the Company break up or disturb any such street place or pavement they shall as soon as the works affected are completed restore the same under the superintendence and to the reasonable satisfaction of the surveyor of the St. Olave Board and shall keep the same in a proper and efficient state of repair for six months thereafter The paving stones kerbstones and flagstones of all public streets or footpaths within the district of the St. Olave Board acquired by the Company under the powers of this Act shall remain the property of the St. Olave Board and shall be delivered at their yard in Vine Street by the Company :
- (15) The Company shall on demand pay to the St. Olave Board all the costs charges and expenses which they may reasonably incur by reason of the Company's works including the cost of the inspection of plans and superintendence of any works affecting any public road or sewer during the construction of any of the bridges and widenings and the same may be recovered in a summary way :
- (16) If any difference arise between the St. Olave Board and the Company touching this section or anything to be done there-

under or the reasonableness of any of the requirements of the St. Olave Board or of their surveyor such difference shall be determined in manner provided by the Railway Companies Arbitration Act 1859 by an engineer who shall be a member of the Institution of Civil Engineers to be appointed by the Board of Trade (unless otherwise agreed on) on the application of either party and for the purposes of any arbitration under the said Act the St. Olave Board shall be deemed to be a Railway Company.

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19. The following provisions for the protection of the board of works for the St. Saviour's district (in this section called "the St. Saviour's Board") shall have effect with respect to such part of the widenings and works as are to be constructed and made and such of the powers of the Company as are to be exercised within the said district (that is to say) :—

For protection of St. Saviour's District Board of Works.

(1) The Company shall not commence the construction of any of the before-mentioned widenings at or over any road street or place under the control or jurisdiction of the St. Saviour's Board until they shall have given twenty-one days' notice in writing of their intention to commence the same specifying the nature of the work to be done and the street intended to be broken up and disturbed to the surveyor of the St. Saviour's Board and left for him at his office plans elevations sections and other necessary particulars of the work proposed to be done :

(2) The Company shall repay to the St. Saviour's Board the cost of any extra lamps including the expense of lighting and maintaining the same which may in the opinion of the St. Saviour's Board be reasonably necessary for lighting any road or street crossed by such widenings after the completion thereof and the Company shall save harmless the St. Saviour's Board against all and every expense to be occasioned thereby and such work shall be done to the reasonable satisfaction of the surveyor of the St. Saviour's Board at the cost charges and expenses in all respects of the Company :

(3) If any dispute or difference of opinion shall arise between the Company and the St. Saviour's Board touching the reasonableness of any of the requirements of any surveyor acting for the St. Saviour's Board such dispute or difference of opinion shall be referred to the arbitration of an engineer to be appointed by the Board of Trade in manner provided by the Railway Companies Arbitration Act 1859.

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For protec-
tion of
vestry of
Bermondsey.

20. The following provisions for the protection of the vestry of the parish of St. Mary Magdalen Bermondsey in the county of London (in this section called "the vestry") shall have effect with respect to such parts of Railway No. 1 and of the Widenings No. 4 and No. 4a and works by this Act authorised as are to be constructed and made and such of the powers of the Company as are to be exercised within the said parish (that is to say) :—

- (1) The Company shall not commence any of the works authorised by this Act over through affecting or disturbing any of the public streets or places in the said parish until they shall have given fourteen clear days' notice in writing to the surveyor of the vestry of their intention to commence the same and the said works shall at all times be carried on and conducted so far as they affect the traffic of the public streets or places with all reasonable despatch and to the reasonable satisfaction of the said surveyor :
- (2) The abutments of all bridges to be constructed under the provisions of this Act over public streets or places within the jurisdiction of the vestry shall be faced with glazed bricks of a kind and quality to be approved by their surveyor up to the underside of the girders and the surface of such bricks shall at all times be kept clean and in good repair to the satisfaction of the vestry and further the underside of the girders shall be properly whitened at least once in every six months :
- (3) The Company shall at their own expense and under the direction of the vestry provide and fix such number of gas or other lamps with all proper fittings and apparatus for lighting such bridges and extensions of bridges with gaslight as the vestry may deem necessary and shall at their own expense keep the same lighted as well by day as by night and if the Company make default in so doing the vestry may provide and fix such lamps and keep the same lighted as aforesaid and may recover the full cost thereof from the Company in a summary manner :
- (4) The Company when submitting to the Secretary of State for the Home Department any scheme or schemes under this Act for providing accommodation for the labouring classes displaced in the parish of St. Mary Magdalen Bermondsey shall at the same time forward to the vestry a copy of every such scheme :
- (5) The Company shall on demand pay to the vestry all the costs charges and expenses which they may reasonably incur by reason of the Company's works including the cost of the inspection of plans and superintendence of any works affecting any public road or sewer within the said parish of St. Mary

Magdalen Bermondsey during the construction of any of the bridges and widenings and such costs charges and expenses may be recovered by the vestry :

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- (6) If any difference arise between the vestry and the Company under this section or anything to be done thereunder or the reasonableness of any of the requirements of the vestry or of their surveyor such difference shall be determined in manner provided by the Railway Companies Arbitration Act 1859 by an engineer who shall be a member of the Institution of Civil Engineers to be appointed by the Board of Trade (unless otherwise agreed on) on the application of either party and for the purposes of any arbitration under the said Act the vestry shall be deemed to be a railway company.

21. 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 London County Council (herein-after referred to as "the council") or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the council or the said boards or vestries or any of them or shall or may in any way affect the sewerage or drainage of the districts under their control or under the control of one or more of them the Company shall not commence such works until they shall have given to the council or to the district board or vestry as the case may be twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council or of such board or vestry as the case may be with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council or such board or vestry respectively shall have signified their approval of the same unless the council or such board or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one 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 council and of the respective district board or vestry 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 the council and such boards or vestries 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

Protection
of sewers.

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or any part thereof and shall save harmless the council and the said boards and vestries 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 council district board or vestry 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 council or any district board or vestry 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 the council or to such board or vestry 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 council district board or vestry as the case may be respectively as any sewers or works now or hereafter may be.

Provisions
for protec-
tion of
London
County
Council.

22. With reference to the works authorised by this Act to be constructed within the county of London the following provisions for the protection of streets and of the council shall have effect:—

- (1) Notwithstanding anything in this Act or shown on the deposited plans and sections the bridges or bridge widenings by this Act authorised shall be constructed on girders and shall have a clear headway throughout above the existing surface of the street or road and a clear span throughout measured on the square in each case not less than the headways and spans marked on the deposited sections :
- (2) It shall be lawful for the vestry or district board as the case may be to place and fix under the bridges or widenings of bridges by this Act authorised such lamps as they may deem necessary for the proper and effectual lighting of the roadway thereunder and thereafter the Company shall at all times maintain such lamps and shall from sunrise to sunset keep the same lighted in each case at their own cost :
- (3) In constructing or altering the bridges which under the powers of this Act the Company are authorised to construct or alter they shall face the abutments of such bridges with white glazed bricks and shall at all times keep the surface of such bricks clean and in good repair to the satisfaction of the vestry :
- (4) All bridges and works constructed under the powers of this Act over any street or road shall be of a reasonably ornamental

character and design and shall be made and maintained so as to prevent the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height of seven feet above the level of the rails:

- (5) The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the council shall have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the council and all costs charges and expenses which the council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company on demand:
- (6) The Company shall not where any house or building shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in any unsightly condition for any longer period than is reasonably necessary:
- (7) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the council and by the clerk to the district board or vestry of the district or parish in which such part of the works is situate and if any such placard or advertisement be affixed or exhibited without such approval the said council

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district board or vestry and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station placards giving information to the public as to the traffic of the Company :

- (8) Any difference which may arise between the Company and the council as to the reasonableness of any requirement under this section of the council or their engineer or other officer or as to the amount of costs charges or expenses or otherwise under this section shall be determined by an arbitrator to be appointed by the Board of Trade at the request of either party.

Further provisions as to street alterations.

23.—(1) No part of Henry Street numbered on the deposited plans 3 in the parish of St. Olave shall be stopped up or interfered with until the Company have completed to the satisfaction of the council the proposed diversion of Henry Street not less than thirty feet wide as shown on the deposited plans.

(2) In constructing the widening of the railway over the streets numbered on the deposited plans 28 and 30 in the parish of St. John Horselydown the Company shall not place any column or pier in or on any part of the roadway or any greater number of columns on any part of the footway than is necessary for supporting the railway and the situation and dimensions of such columns shall be subject to the approval of the council.

(3) The street known as Coxson Place which communicates with Church Street Horselydown shall not be stopped up unless an adequate diversion be provided to the satisfaction of the council between Church Street and the southern approach to the Tower Bridge authorised by the Tower Bridge Southern Approach Act 1895.

(4) Before stopping up Druid Street numbered on the deposited plans 14 in the parish of St. Mary Magdalen Bermondsey the Company shall make and complete to the satisfaction of the council a new road of not less than the present width of Druid Street extending from Gedling Street to Abbey Street.

(5) In constructing Railway No. 2 the Company shall provide footways under the same and their existing railway—

(a) At or about the point shown on the deposited plans as three chains from the commencement of that railway and shall extend this footway to Goodson Road so as to connect this road with the footway which now extends to Bolina Road ;

(b) At or about the point shown on the deposited plans five furlongs and one chain from the commencement of that railway

so as to connect the footway numbered 119 in the parish of St. Paul Deptford with Costerwood Street ; and A.D. 1897.

(c) At or about the point shown on the deposited plans as four furlongs seven and a half chains from the commencement of the said railway in continuation of Blackhorse Road :

Such footways shall have a clear headway throughout equal to that of the existing arches and a clear span throughout of not less than eighteen feet.

(6) If in constructing the Widening No. 4 the Company interfere with the footway known as Great Yard and numbered on the deposited plans 23 in the parish of St. John Horselydown they shall provide a substituted footway to the satisfaction of the council.

(7) If the Company propose to construct any diversion of Millstream Road in the parish of St. Mary Magdalen Bermondsey numbered 23 on the deposited plans such diversion shall be constructed in accordance with plans previously approved by the Council.

24. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company without the consent of the council to erect or maintain any building beyond the general line of building in any street in the county of London or to encroach upon any part of the surface of any street or footway in that county :

Buildings not to be brought beyond general line &c.

Provided that nothing in this section shall be deemed to make it unlawful for the Company to construct any bridge by this Act authorised with the minimum span prescribed by this Act.

25. If at any time the council consider it desirable that the bridges as existing at the passing of this Act or any of them mentioned in the next following table should be widened and improved the council may give the Company notice in writing under their common seal requiring them to alter the same and to reconstruct the same as girder bridges or as may be otherwise agreed between the council and the Company with the superstructure at the same level as herein-before provided in respect to the bridges or works to be constructed for the widening of the Company's railway under this Act and the Company shall thereupon alter and reconstruct the said bridges or any of them accordingly so as to correspond as to span and level of underside of superstructure with the extension of the said bridges made for the widening of the Company's railway under this Act :

Improvement of certain existing bridges.

Provided that the Company shall not be required to commence such alteration and reconstruction in the case of any such road until the extension over such road shall be available for traffic and provided that when the Company shall have reconstructed and

A.D. 1897. altered the said bridges or any of them in accordance with the provisions herein-before contained to the reasonable satisfaction of the engineer of the council the council shall repay to the Company the necessary and proper cost of the alteration of the existing bridge to which the notice requiring the Company to carry out the said works relates and the works incidental thereto :

Provided also that the Company shall not commence to execute any work in connexion with such alteration or reconstruction of the said bridges or either of them until plans drawings specifications and list of prices describing the materials to be used in executing the works intended to be executed in connexion with such alteration or reconstruction of the said bridges or any of them shall have been delivered to the council and been examined and approved in writing by the engineer of the council :

The bridges referred to in this section are :—

—	Parish.	Name of Road.	No. on deposited Plan.
Railway No. 1 -	St. Mary Magdalen Bermondsey	Tanner Street -	1
	St. John Horselydown -		5
Widening No. 4	St. Mary Magdalen Bermondsey	Tanner Street -	34
	St. John Horselydown -		85
Railway No. 2 -	St. Paul Deptford -	Rolt Street -	173
Widening No. 1 -	Christchurch Southwark -	Collingwood Street	17
„ No. 2 -	St. Saviour Southwark -	Great Guildford Street.	34
„ No. 4 -	St. John Horselydown -	Crucifix Lane -	29
„ No. 4A	St. Mary Magdalen Bermondsey	Rouel Road -	68
„ No. 4A	St. Mary Magdalen Bermondsey	Spa Road -	104
„ No. 4A	St. Mary Magdalen Bermondsey	Dockley Road -	121
„ No. 4A	St. Mary Magdalen Bermondsey	Lindsey Street -	152
„ No. 4A	St. Mary Magdalen Bermondsey	St. James Road -	165

Period for completion of new railways and widenings.

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

Penalty imposed unless new railways and widenings opened within the time limited.

27. If the Company fail within the period limited by this Act to complete the new railways and widenings of railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railways and widenings are completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of

the works and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 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 of the Paymaster-General for and on behalf of the Supreme Court in the bank and to the credit specified 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 Company was prevented from completing or opening such railways and widenings by unforeseen accident or circumstances beyond their control provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

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28. 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 other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways and widenings by this Act authorised or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has 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 if a receiver has been appointed or the Company is insolvent or the railways and widenings in respect of which the penalty has been incurred or any part thereof have been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the Company.

Application of penalty.

29.—(1) 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 works described in this section

Power to execute other works.

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and may exercise the powers mentioned therein and in addition to any other lands which they are by this Act authorised to acquire 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) :—

(a) They may construct or provide a footway in the parishes of St. Mary Rotherhithe and St. Paul Deptford in the county of London between a point nearly opposite Bracton Road and a point 40 yards or thereabouts eastward of the centre of the Deptford Wharf Branch of the London Brighton and South Coast Railway measured in an easterly direction :

(b) They may divert the footpath in the parish of St. Mary Bredin adjoining the Company's railway on the northern side thereof at South Canterbury Station in the county of Kent :

(c) They may stop up and discontinue and extinguish all rights of way over the St. Anne's Footpath Level Crossing of the Company in the parish of Reigate in the county of Surrey situate near the northern end of Red Hill Station Provided always that the Company shall not stop up the said footpath level crossing until they have constructed to the satisfaction of an engineer to be appointed by the Board of Trade on the application of the corporation of Reigate or the Company and opened to the public a good and sufficient footbridge six feet at least in width over the railway with convenient approaches and inclinations thereto and the Company shall at all times thereafter maintain the same in good order and repair.

(2) The obligation on the Company under section nine of the South Eastern Railway Act 1896 to provide a substituted footway for so much of the footway (No. 1) described in that section as passes between a point nearly opposite Bracton Road from which the footway authorised by this section commences to a point forty yards or thereabouts eastwards of the centre of the Deptford Wharf Branch of the London Brighton and South Coast Railway at which the footway authorised by this section stops shall be satisfied by the construction or provision of the footway authorised by this section and that footway shall for the purpose of the said ninth section of the South Eastern Railway Act 1896 be deemed to be a substituted footway within the meaning of that section.

Purchase of
additional
lands &c.

30.—Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may from time to time enter upon take use and appropriate for the purpose of extending the stations sidings warehouses depôts and other accommodation of the Company and for other purposes connected with their undertaking the lands

herein-after described or referred to delineated on the deposited plans and described in the deposited books of reference relating thereto (that is to say) :—

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In the county of Kent—

Lands in the parishes of Folkestone and Capel-le-Ferne adjoining the Company's railway on both sides thereof and lying between their Folkestone Station and a point opposite the mile post on the said railway indicating the distance of 83 miles from London :

Lands in the parish of St. Mary Bredin adjoining and on the northern side of the Company's South Canterbury Station :

Provided that nothing in this section contained shall authorise the Company to enter upon or take any of the lands numbered on the deposited plans 15 and 23 in the parish of Folkestone without the previous consent in writing of Her Majesty's Secretary of State for War.

31. The Company in diverting the footpaths which they are authorised to divert by this Act may deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and may deviate from the levels of any of the said works shown on the deposited sections to any extent not exceeding three feet but so as not to increase the gradient of any road or footpath.

Power to deviate.

32. All rights of way over the footpaths which shall under the powers of this Act be diverted stopped up and discontinued and over any of the lands which shall be purchased or acquired under the compulsory powers of this Act shall be and the same are hereby extinguished.

Extinguishment of rights of way.

33. Where the Company are authorised by this Act to divert stop up or discontinue any footpath (including a footpath level crossing) and are or before the footpath is diverted stopped up or discontinued become owners of the land on both sides thereof the site and soil of the footpath and the fee simple and inheritance thereof shall absolutely vest in the Company except so far as it is otherwise provided by this Act and subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway.

Vesting in Company of site and soil of footpaths &c. stopped up.

34. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Period for compulsory purchase of lands.

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Lands for
extra-
ordinary
purposes.

35. Subject to the provisions of this Act the quantity of land to be taken by the Company by agreement for the extraordinary purposes mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed six acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Persons
under
disability
may grant
easements
&c.

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

Owners may
be required
to sell parts
only of
certain
lands and
buildings.

37. And whereas in the construction of the railways widenings and works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of the lands houses or other buildings or manufactories shown on the deposited plans may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested in the lands houses or other buildings or manufactories described in the schedule to this Act and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such properties without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

Company
empowered
or may be
required to
underpin or
otherwise
strengthen

38. And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the said works it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if

required by the owners and lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

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—
houses near
railway.

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners and lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners and lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to an engineer to be agreed upon or in case of difference to an engineer to be appointed at the instance of either party by the Board of Trade :
- (4) Such referee shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The cost of the reference shall be in the discretion of the referee :
- (6) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment :
- (7) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the

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referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

(8) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under the sixty-eighth section of the Lands Clauses Consolidation Act 1845 or under any other Act :

(9) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :

(10) Nothing in this section shall repeal or affect the application of the ninety-second section of the Lands Clauses Consolidation Act 1845.

Restrictions
on displacing
persons of
labouring
class.

39.—(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 in the administrative county of London twenty 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 been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(a) Shall have obtained the approval of the Secretary of State for the Home Department to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth days of December aforesaid or for such number of persons as the said Secretary of State 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) Shall have given security to the satisfaction of the said Secretary of State for the carrying out of the scheme.

(2) The approval of the said Secretary of State to any scheme under this section may be given either absolutely or conditionally and after the said Secretary of State has approved of any such scheme he 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 may dispense with the last-mentioned requirement subject to such conditions (if any) as he may see fit.

(4) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State may have approved of any scheme or of any modifications of any scheme or subject to which he 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 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 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 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 purposes 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 or lease such further lands as they may require.

(7) The Company may on any lands belonging to them or purchased leased or acquired under this section erect such dwellings for persons of the labouring class as may be necessary for the purpose 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 date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

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Provided also that the said Secretary of State may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he 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 London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9) The said Secretary of State may direct any inquiries to be held which he may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(10) 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.

(11) Any houses on any of the lands shown on the plans deposited with reference to this Act or any former Act the powers of which are extended by this Act occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of the Company and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the said Secretary of State is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State they might have been sufficient to accommodate.

(12) For the purposes of this section the expression "labouring class" means and includes mechanics artizans 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

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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.

Provisions respecting houses of the labouring class outside the metropolis.

40. The Company shall not under the powers of this Act purchase or acquire in any parish beyond the metropolis ten or more houses which on the fifteenth day of December last were occupied either wholly or partially by persons belonging to the labouring class (as defined by the last preceding section of this Act) as tenants or lodgers or except with the consent of the Local Government Board ten or more houses which were not so occupied on the fifteenth day of December last but have been or shall be subsequently so occupied.

Extending time for purchase of additional lands authorised by South Eastern Railway (Various Powers) Act 1885.

41. The period now limited for the compulsory purchase of the additional lands described in and authorised by section 14 sub-section (2) (c) of the South Eastern Railway (Various Powers) Act 1885 is hereby extended for a period of two years from the 31st day of July 1897.

Extending time for purchase of additional lands authorised by South Eastern Railway Act 1892.

42. The period now limited for the compulsory purchase of the additional lands described in and authorised by section 20 sub-section (4) of the South Eastern Railway Act 1892 is hereby revived and extended for a period of two years from the 20th day of June 1897.

Extending time for purchase of additional lands authorised by South Eastern Railway Act 1890.

43. The period now limited for the compulsory purchase of the additional lands described in and authorised by section 14 sub-section (3) (f) and (g) of the South Eastern Railway Act 1890 is hereby extended for a period of one year from the 4th day of August 1897.

Extending time for purchase of lands required for harbour works authorised by South Eastern Railway (Various Powers) Act 1885.

44. The period now limited for the compulsory purchase of the lands required for the Folkestone Harbour Works described in and authorised by section 7 of the South Eastern Railway (Various Powers) Act 1885 is hereby extended for a period of two years from the thirty-first day of July 1897.

Extending time for purchase of lands required for railway authorised by South Eastern Railway Act 1890.

45. The period now limited for the compulsory purchase of the lands required for the railway described in and authorised by section 4 sub-section (1) of the South Eastern Railway Act 1890 is hereby extended for a period of two years from the fourth day of August 1897.

Extending time for completion of works authorised by South Eastern Railway Act 1892.

46. The period now limited for the stopping up and discontinuance of so much of the roads and places described in and authorised by section 16 sub-sections (1) (2) and (3) of the South Eastern Railway Act 1892 is hereby revived and extended for a period of three years from the 20th day of June 1897.

A.D. 1897.

Further powers as to hotels.

47.—(1) In addition to the places mentioned in section 63 of the South Eastern Railway Act 1881 and section 23 of the South Eastern Railway Act 1891 as places at which the Company are authorised to build provide lease and maintain hotels the Company may acquire lease hold maintain and build an hotel at Boulogne-sur-Mer in the Republic of France and may furnish stock and manage such hotel and conduct the business thereof and may employ officers managers and servants therein or in connexion therewith and may acquire and hold land for any of those purposes.

(2) The Company may also with the authority of three-fourths of the votes of the shareholders present in person or by proxy at a general meeting of the Company specially convened for the purpose from time to time subscribe or lend any sum they think fit not exceeding in the whole the sum of twenty-five thousand pounds towards the capital of any undertaking now or hereafter formed or established for the purpose of such an hotel.

Sanctioning purchase of certain lands at Dungeness

48. The purchase by agreement by or on behalf of the Company of the tract of shingle or beach and other land in the parish of Lydd in the county of Kent adjoining the Company's railway on both sides of the railway and abutting on the sea at Dungeness Point on the eastern and south-eastern side thereof and bounded by lands belonging to the trustees of the settled estates of Lord Hothfield on all other sides thereof is hereby sanctioned and the Company may hold and use the same for any purposes they think fit but nothing in this Act shall exempt the Company from any action indictment or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any such lands.

Power to add to Folkestone Harbour separate undertaking.

49.—(1) The Company may by a resolution passed at an extraordinary general meeting by the votes of the proprietors present personally or by proxy holding at least three-fourths of the paid-up capital of the Company :—

(a) Constitute any buildings works and steamboats for the time being used in connexion with the Company's steamboat service at Folkestone part of the Folkestone Harbour separate undertaking ; and

(b) Increase the separate capital of that undertaking by such amount of additional capital as represents the value of the buildings works and steamboats so transferred.

(2) In default of agreement as to the value of the buildings works and steamboats transferred that value shall be determined by the arbitration under the Arbitration Act 1889 of an arbitrator to be agreed upon or in default of agreement to be appointed by the Board of Trade.

(3) For the purposes of section 32 of the South Eastern Railway Act 1887 and for all other purposes any buildings works and steamboats transferred as aforesaid shall form part of the separate undertaking referred to in that section and any capital added as aforesaid shall be added to and form part of the separate capital there referred to and the provisions of the said Act shall apply accordingly. A.D. 1897.

50. The Company for the purpose of providing dwellings for persons employed by them or by their contractors or agents may acquire by agreement any houses and cottages and section 28 of the South Eastern Railway Act 1887 shall apply with respect to such houses and cottages as it applies with respect to land purchased for the purpose of erecting and maintaining houses and cottages thereon. Dwellings for persons in employment of Company.

51. The Company are hereby empowered to sell on such terms and conditions as they may think fit the Pavilion Hotel Folkestone and the lands and buildings appurtenant thereto or used in connexion therewith. Power to sell Pavilion Hotel Folkestone.

52. No interest or dividend shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not to be paid on calls paid up.

53. Nothing in this Act contained shall exempt the Company or the railway from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company as aforesaid. Provision as to general Railway Acts.

54. The Company may apply to any of the purposes of this Act to which capital is properly applicable any moneys which they have raised or are authorised to raise by virtue of any Act relating to the Company and which may not be required for the purposes to which they were by such Act made specially applicable. Company may apply corporate funds.

55. 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. Costs of Act.

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The **SCHEDULE** referred to in the foregoing Act.

DESCRIBING houses buildings and manufactories whereof portions only are required to be taken by the Company.

County and Parish.	Numbers on deposited Plans.
COUNTY OF LONDON.	
RAILWAY (No. 1)— Parish of St. Mary Magdalen Bermondsey -	163
WIDENING (No. 2)— Parish of St. Saviour Southwark - -	50
WIDENING (No. 3)— Parish of St. Saviour Southwark - -	7
WIDENING (No. 4)— Parish of St. John Horselydown - -	36
WIDENING (No. 4A)— Parish of St. Mary Magdalen Bermondsey -	46
COUNTY OF KENT.	
WIDENING (No. 8)— Parish of Ashford - - - -	2

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 HODGES, FIGGIS, & Co., LIMITED, 104, GRAFTON STREET, DUBLIN.