



CHAPTER ccxxxiii.

An Act to confirm an Agreement made between Albemarle Cator and others and the South Eastern Railway Company. A.D. 1897.
[6th August 1897.]

WHEREAS under three agreements the first dated the 18th of September 1855 and made between John Cator of Beckenham Place in the county of Kent Esquire (since deceased) of the one part and the Mid Kent Railway Company (herein-after called "the Mid Kent Company") of the other part the second dated the 13th of June 1862 and made between the Mid Kent Company of the one part and Albemarle Cator (since deceased) of the other part and the third dated the 23rd of February 1856 and made between the Mid Kent Company of the one part and Peter Cator (since deceased) of the other part the South Eastern Railway Company (who are the successors of the Mid Kent Company and are herein-after called "the Company") are under certain restrictions as to Sunday traffic at stations of the Company on the estates situate at Beckenham in the county of Kent (herein-after called "the Cator Settled Estates") of which the said John Cator and Albemarle Cator were tenants for life at the respective dates of the said agreements made with them :

And whereas by the first two of such agreements it was in effect provided that the Mid Kent Company should pay a rentcharge of two thousand pounds by way of penalty in every year in which that company failed to observe the said restrictions :

And whereas Albemarle Cator of Woodbastwick Hall in the county of Norfolk esquire is now tenant for life in possession of the Cator Settled Estates and acting by the committee of his estate (he being a lunatic so found by inquisition) has brought an action at law against the Company for the recovery of the sum of two thousand pounds on an alleged infringement of the said restrictions :

And whereas negotiations have taken place between the said Albemarle Cator (by his said committee) and the Company and

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A.D. 1897. — between the Company and the Beckenham Urban District Council for a compromise of the said action and also with reference to the construction of certain works for the benefit of the Cator Settled Estates the inhabitants of Beckenham and the Company respectively and such negotiations have resulted in the execution of the agreement contained in the schedule hereto :

And whereas the benefit of and right to enforce the stipulations as to Sunday traffic contained in the agreements aforesaid of the 18th September 1855 and the 13th June 1862 are by the scheduled agreement agreed to be transferred to the Beckenham Urban District Council who being satisfied that it is inexpedient in the public interest to enforce the said stipulations have agreed not to enforce the same :

And whereas the terms of the said agreement cannot be effectually carried out or the objects herein-before mentioned 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 (Confirmation of Cator Agreement) Act 1897.

Confirmation of scheduled agreement. 2. The agreement contained in the schedule to this Act is hereby confirmed and made binding on the parties thereto and in so far as it is an agreement on the part of the said Albemarle Cator shall be binding on and enure for the benefit of the Cator Settled Estates therein mentioned and shall be enforceable and may be carried into effect varied or rescinded in like manner as if it were a contract authorised by and duly entered into by the said Albemarle Cator under the powers conferred on tenants for life by the Settled Land Act 1882 and any moneys provided by the said agreement to be paid by the owner shall be payable out of any moneys applicable as capital moneys arising from the Cator Settled Estates under the provisions of the said Act and from the date of the passing of this Act the traffic on the Company's railway to and from their stations at Beckenham on the Cator Settled Estates shall be subject only to the same conditions and restrictions as now apply to the traffic on any other portion of the Company's system.

Costs of Act. 3. 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.

The SCHEDULE referred to in the foregoing Act. A.D. 1897.

AN AGREEMENT made the 14th day of May 1897 between ALBEMARLE CATOR of Woodbastwick Hall in the county of Norfolk Esquire a person of unsound mind so found by inquisition acting by THOMAS HENRY BURROUGHS of No. 30 Lincoln's Inn Fields in the county of Middlesex Esquire the committee of his estate of the first part THE SOUTH EASTERN RAILWAY COMPANY (herein-after called "the Company") of the second part THE BECKENHAM URBAN DISTRICT COUNCIL (herein-called "the council") of the third part and WILLIAM COURTENAY MORLAND of the Court Lodge Lamberhurst in the county of Kent Esquire and SIR JOHN FARNABY LENNARD of Wickham Court in the county of Kent Baronet of the fourth part.

WHEREAS the said Albermarle Cator is tenant for life in possession of the settled estates of the Cator family in the parish of Beckenham and elsewhere in the county of Kent through parts of which estates the Company's railway passes and he some time since brought an action against the Company for the recovery of a rentcharge of £2000 claimed to be due to him from the Company under an agreement dated the 18th day of September 1855 and made between John Cator deceased a predecessor in title of the said Albermarle Cator of the one part and the Mid Kent Railway Company which in the year 1866 became amalgamated with the Company of the other part and such action is still pending AND WHEREAS for some time past negotiations have been carried on between the said parties hereto with reference to the construction of the works herein-after mentioned for the benefit of the Cator Settled Estates the inhabitants of Beckenham and the Company respectively and such negotiations have resulted in the terms arranged between the said parties hereto and herein-after mentioned NOW THESE PRESENTS WITNESS and it is hereby agreed between the said parties hereto (each party so far as relates to the acts on the part of such party to be performed agreeing with the other parties and each of them) as follows (that is to say):—

1. The Company are to construct and for ever thereafter to maintain a three-way bridge and roads connecting Coper's Cope Road King's Hall Road and Blakeney Road as shown on the plan (No. 1) hereto annexed such bridge and roads to be of a width of 45 feet and with gradients not to exceed 1 in 17

A.D. 1897. and the Company are to fence the said roads with angular oak fences if requested by the said Albemarle Cator or other the person for the time being entitled in possession to the Cator Settled Estates the said Albemarle Cator or such other person as aforesaid being herein-after referred to as "the owner."

2. The Company are at their own expense to construct and for ever thereafter to maintain a subway under the railway at Park and Lennard Roads in the course shown on the said annexed plan (No. 1) such subway to be 8 feet in width and 7 feet 6 inches in height and to be lined with white glazed bricks and the entrance to and exit from the said subway to be slopes with gradients not exceeding 1 in 10 and there are to be no steps.

3. The question of a goods station is to stand over for the present the directors of the Company pledging themselves to consider the matter later on.

4. The Company are at their own cost to construct and for ever thereafter to maintain a new passenger station at New Beckenham as shown on the said annexed plan (No. 1) with the addition of an entrance to the station from Park Road No buildings other than station buildings proper are to be erected on the Company's land at New Beckenham except according to designs which shall be submitted for the reasonable approval of the council and all plans of buildings to be erected on the land at New Beckenham to be conveyed to the Company by the owner as herein-after mentioned are to be approved by him and only buildings for railway purposes are to be erected on the land to be so conveyed.

5. The Company are within a period of five years from the date hereof at their own cost to construct and for ever thereafter to maintain a new station in place of or in addition to the existing Lower Sydenham Station on the Beckenham side of that station and mainly within the boundary of the parish of Beckenham upon the land or part thereof distinguished by the red colour on the plan (No. 2) hereunto annexed Such new or extended station may be of wood and shall include a footbridge over or a subway under the line.

6. The Company if so required by the owner are within five years from the date hereof to construct at the owner's expense a bridge over the Mid Kent Railway at a point 720 feet north of the Lennard Road according to designs to be approved by the engineer for the time being of the Company The precise position of such bridge to be settled between the owner and the engineer for the time being of the Company.

7. The whole of the works above mentioned with the exception of the new or extended Lower Sydenham Station and the bridge north of the Lennard Road are to be completed within a period of two years and a half from the signing of this agreement.

8. The Company are for a nominal consideration to convey to the owner or by his direction so as to form part of the Cator Settled Estates the plot of land belonging to the Company marked A and coloured blue on the said annexed plan (No. 1).

9. The owner is for a nominal consideration to grant to the Company an easement over so much of the land part of the Cator Settled Estates as is

shown by the said annexed plan (No. 1) to be required for the construction of— A.D. 1897.

- (a) The three-way bridge and the approaches and embankments for the same ;
- (b) The subway and the road approaches to the enlarged New Beckenham Station ;
- (c) The new bridge north of the Lennard Road :

And for a like consideration to convey to the Company so much of the land part of the same estates as is shown by the said plans to be required for—

- (d) The new or extended Lower Sydenham Station ;
- (e) The enlarged New Beckenham Station.

10. The owner is to make approach roads to the New Beckenham and Lower Sydenham Stations respectively and to the bridge north of the New Lennard Road at the owner's expense and to dedicate them to the public use for ever and to maintain them until taken over by the local authority.

11. The owner is to be entitled to the whole of the frontages of the roads bridges and approaches to be constructed under the terms of this agreement and is to have power to plant and maintain trees in roads and the banks fences and trees are to be vested in the owner. Provided that no trees shall be allowed to remain in the roads or banks as shall in any way interfere with the safe working of the railway.

12. The said Albemarle Cator acting as aforesaid is to consent to a stay of the pending action between himself and the Company. The owner is to transfer to the council the benefit of and right to enforce the stipulations as to Sunday traffic on the Mid Kent Railway (Articles 11 to 17) contained in the said agreement of the 18th day of September 1855 and the like stipulations (Articles 19 to 24) contained in another agreement dated the 13th day of June 1862 and made between the Mid Kent Railway Company of the one part and Albemarle Cator deceased a predecessor in title of the said Albemarle Cator party hereto of the other part and the rentcharges of £2000 and £2000 provided to be paid under the said agreements in case of noncompliance with the terms of the said stipulations as therein expressed. And the said William Courtenay Morland and Sir John Farnaby Lennard as the executors of Peter Cator deceased are to consent to an agreement relating to Sunday traffic contained in an indenture dated the 23rd day of February 1856 and made between the Mid Kent Railway Company of the one part and the said Peter Cator of the other part being rescinded.

13. The owner is to contribute the sum of £1000 towards the cost of constructing the three-way bridge aforesaid and the sum of £400 towards the cost of constructing the subway at the New Beckenham Station. The sums and all moneys to be expended by the owner in or about any of the works above mentioned are to be paid and provided for out of capital moneys arising under the Settled Land Acts from the Cator Settled Estates and for the time being in the hands of the trustees of those estates.

14. The council are to contribute the sum of £1000 towards the costs of constructing the three-way bridge aforesaid and the sum of £400 towards the cost of constructing the subway at the New Beckenham Station.

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A.D. 1897.

15. The owner and the council are to consent to the closing and discontinuance of the existing level crossings over the railway at New Beckenham Blakeney Road and Clock House respectively.

16. The Company are to pay all the costs of the said Albemarle Cator party hereto in or about or in relation to the said pending action between him and the Company and they are also to bear and pay all the costs and expenses of all the said parties hereto attending or incident to the preparing settling approving and executing of this agreement and carrying the same into effect.

17. If any doubt difference or dispute shall hereafter arise between the owner the Company and the council or between any of them touching this agreement or the construction hereof or any clause or thing herein contained or the rights or obligations of any party hereunder or in connexion herewith the matter in difference shall be referred to two arbitrators or their umpire pursuant to and so as with regard to the mode and consequence of the reference and in all other respects to conform to the provisions in that behalf contained in the Arbitration Act 1889 or any then subsisting statutory modification thereof.

18. This agreement is entered into by the said parties hereto subject to its being confirmed by Act of Parliament and accordingly the Company will at their own cost forthwith take all necessary steps for procuring the confirmation thereof by the Act of Parliament already applied for by them for other purposes and will use their best endeavours to obtain the passing of the said Act with such confirmation of this agreement.

19. This agreement is also subject to the approval of the Masters in Lunacy in the matter of the lunacy of the said Albemarle Cator which approval the said Thomas Henry Burroughes will forthwith apply for and endeavour to obtain and in case such approval shall not be obtained within three months from the date hereof this agreement shall become void.

IN WITNESS whereof the parties hereto of the first and fourth parts have hereunto set their hands and the parties hereto of the second and third parts have hereunto caused their common seals to be affixed the day and year first above written.

Witness to the signature of the above-named Thomas Henry Burroughes as the committee of the estate of the said Albemarle Cator

WM. JOHN REED
30 Lincoln's Inn Fields
London
Clerk in Cator Estate Office.

ALBEMARLE CATOR
by T. H. BURROUGHES
the committee of his
estate.

Witness to the signature of the said William Courtenay Morland

HENRY F. ACLAND HOOD
20 Craven Street Charing Cross
London

W. C. MORLAND.

Solicitor.

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South Eastern Railway
(Confirmation of Cator Agreement) Act, 1897.

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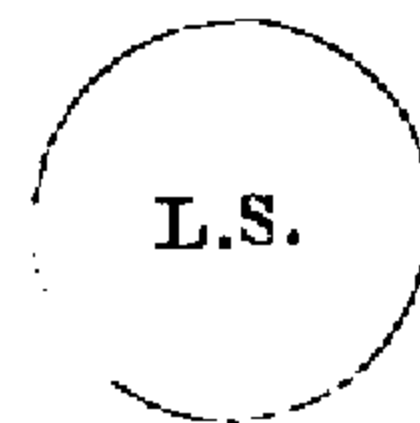
A.D. 1897.

Witness to the signature of the said Sir
John Farnaby Lennard
JOHN MILLINGTON
Wickham Court Kent
Butler

J. F. LENNARD.

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

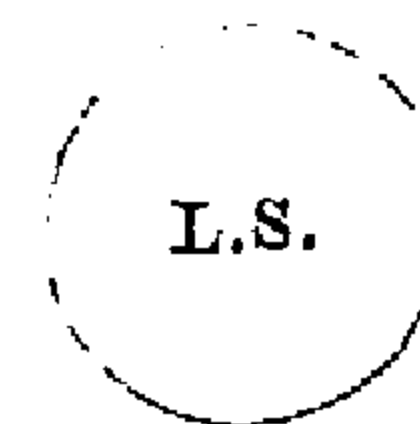
C. SHEATH
Deputy Secretary.



The common seal of the Beckenham Urban
District Council was hereto affixed in
the presence of

WILLIAM H. LENDON
Chairman.

F. STEVENS
Clerk of the Council.



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