



## CHAPTER xxiii.

An Act to empower the Southern Railway Company to construct works and acquire lands to extend the time for the completion of certain works and the compulsory purchase of certain lands and for other purposes. [29th June 1927.] A.D. 1927.

**W**HEREAS it is expedient that the Southern Railway Company (in this Act referred to as "the Company") should be empowered to construct the reclamation walls jetties graving docks railway and other works by this Act authorised and to acquire certain lands in this Act described and that the acquisition of other lands already acquired by the Company and by the Company and the London Midland and Scottish Railway Company jointly should be sanctioned and confirmed :

And whereas it is expedient that the period now limited for the completion of certain works and the compulsory purchase of certain lands should be extended as provided by this Act :

And whereas the mayor and commonalty and citizens of the city of London acting by the mayor aldermen and commons of that city in common council assembled in pursuance of the Contagious Diseases (Animals) Act 1869 provided a market for foreign animals at Deptford and by the Foreign Cattle Market Deptford Act 1898 were authorised to construct maintain and work certain railways and a tramway between



their undertaking and that the other powers in this Act mentioned should be conferred : A.D. 1927.

And whereas plans and sections showing the lines and levels of the works to be constructed under the powers of this Act and plans of the lands by this Act authorised to be acquired and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were deposited with the clerks of the peace for the several counties within which the said works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book 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 King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

1. This Act may be cited for all purposes as the Short title.  
*Southern Railway Act 1927.*

2. In this Act unless there be something in the Interpre-  
subject or context repugnant to such construction tation.  
the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have in relation to the relative subject matter the same respective meanings And—

“The Company” means the Southern Railway Company ;

“The dock works” means the reclamation or quay wall (No. 1) the reclamation wall (No. 2) the jetty and the graving docks by this Act authorised ;

“The railway” means the railway by this Act authorised ;

“The quay” means the quay by this Act authorised ;

“The Harbour Board” means the Southampton Harbour Board ;

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—

“Telegraphic line” has the same meaning as in the Telegraph Act 1878;

“The Act of 1924” means the Southern Railway Act 1924;

All distances and lengths stated in any description of works or lands shall be read and have effect as if the words “or thereabouts” were inserted after each such distance and length.

Incorporation of general Acts.

**3.** The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts—

Provided that any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party :

The Harbours Docks and Piers Clauses Act 1847 except sections 16 to 19 of that Act unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and a tide and weather gauge :

Provided that the following expressions used in the Harbours Docks and Piers Clauses Act 1847 shall have the following respective meanings (that is to say) :—

The expressions “packet boat” and “Post Office packet” mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post Office Act 1908 and the expression “Post Office bag of letters” means a mail bag as defined by the same Act :

Provided further that nothing in the Harbours Docks and Piers Clauses Act 1847 or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire;

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The Railways Clauses Consolidation Act 1845; and Part I. (relating to construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

4. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the gas and water mains pipes and apparatus of any local authority or gas or water board and shall be construed as if "local authority" "gas board" and "water board" were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or gas or water board to which their revenues in respect of gas or water (as the case may be) are appropriated.

Protection of gas and water mains of local authorities.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the works hereinafter described with all necessary and convenient bridges rails sluices drains culverts walls approaches embankments roads buildings yards shipping places wharves piers depôts warehouses sheds watchhouses staites jetties groynes stairs landing places stages quays gates entrances locks slips cranes dolphins buoys moorings pontoons booms sewers manholes pumping stations and other works appliances and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking and may use for any of such purposes any of the said lands which

Power to make dock works &c.





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A new road commencing at a point 278 yards south of the west end of Southbrook Road and proceeding thence in a north-easterly direction for a distance of 315 yards and there terminating by a junction with road (No. 3) authorised by the Act of 1924.

Culvert (No. 1) commencing at a point 157 yards west of the public level crossing over the Company's railway at the east end of Southampton West Station and terminating at a point 215 yards west of the west end of Manchester Street.

Culverts (Nos. 2 3 and 4) commencing at the point of termination of culvert (No. 1) and terminating at a point 110 yards south-west of the gate known as West Gate.

Culvert (No. 5) commencing by a junction with culvert (No. 2) at its termination and proceeding thence in a southerly direction for a distance of 78 yards and thence in a south-westerly direction for a distance of 155 yards and there terminating and in connection therewith a pumping station for ejecting storm water.

Culvert (No. 6) commencing by a junction with culvert (No. 3) at its termination and proceeding thence in a southerly direction for a distance of 230 yards and there terminating.

Culvert (No. 7) commencing by a junction with culvert (No. 4) at its termination and proceeding thence in a south-westerly direction for a distance of 240 yards and there terminating.

In the urban district of Cowes in the county of the Isle of Wight—

A quay commencing at a point 283 yards south of the end of Medina Wharf and terminating at a point 110 yards north-west of the end of the said wharf.

6. The Company may abandon the construction of the works authorised by section 5 (Power to make dock works) of the Act of 1924 and railway (No. 1) and new road (No. 1) authorised by that Act and

Abandon-  
ment of  
certain  
works  
authorised

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by Act of  
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the powers conferred upon the Company to make and maintain the said works respectively are hereby repealed Provided that any portions of the dock works authorised by the Act of 1924 which have already been constructed within the limits of deviation of the dock works by this Act authorised shall for all purposes be deemed to form part of the last-mentioned dock works.

Abandon-  
ment of  
landing  
stage in  
River  
Medina.

7. Upon the completion and opening for use of the quay the Company may abandon and discontinue the maintenance and use of the landing stage in the River Medina authorised by the Ryde and Newport Railway Act 1877 and may remove all or any of the works forming part of the said landing stage.

Reclama-  
tion of  
lands.

8. Subject to the provisions of this Act the Company may by means of the reclamation or quay wall (No. 1) reclamation wall (No. 2) and the quay by this Act authorised enclose and reclaim from Southampton Water and the River Test and from the River Medina respectively such part of the bed foreshore and banks thereof as is situate on the landward side of the said works respectively.

Power to  
dredge.

9. Subject to the provisions of this Act the Company for the purpose of constructing and maintaining the works by this Act authorised and providing access thereto respectively may deepen dredge scour cleanse alter and improve the bed shores and channel of the River Test and Southampton Water and of the River Medina respectively and may use and appropriate the soil and material so dredged or removed Provided that any materials so dredged or removed if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade :

Provided also that the powers of the Company under this section shall be exercisable subject to the provisions of the section of this Act of which the marginal note is "Crown rights" and in particular and without prejudice to that general limitation that any consent given to the exercise of such powers by the Commissioners of Crown Lands or the Board of Trade on behalf of His Majesty may be given subject to such restrictions and conditions including the payment by the Company to the Commissioners of Crown Lands



or the Board of Trade of royalties rents or sums of money in respect of materials raised from any place below high-water mark and sold by the Company under this section or in respect of any place below high-water mark upon which materials may be deposited as may be fixed by the Commissioners of Crown Lands or the Board of Trade as the case may be. A.D. 1927.

10. Subject to the provisions of this Act the Company may cross divert alter or stop up any creeks streams watercourses roads ways footpaths sewers drains culverts pipes mains wires and cables which it may be necessary to cross divert alter stop up or interfere with in connection with the construction or maintenance of the dock works and the quay : Power to alter water-courses pipes &c.

Provided that the Company shall not divert alter or otherwise interfere with any telegraphic line belonging to or used by the Postmaster-General except under and subject to the provisions of the Telegraph Act 1878.

11. The Company may from time to time take divert and impound water from Southampton Water and the tidal estuary of the River Test below the railway viaduct at Redbridge for the purpose of supplying the graving docks by this Act authorised with water. Power to impound water from Southampton Water and River Test.

12. The limits within which the powers of any dock master or other official appointed by the Company may be exercised shall include the dock works and all lands acquired or held by the Company in connection therewith but shall not extend into the River Test or Southampton Water to a greater extent than twice the width of any vessel approaching lying at or departing from any of the dock works and nothing contained in this section shall interfere with the jurisdiction of the Harbour Board or of their harbour master. Extension of limits of dock master's jurisdiction.

13. For the purpose of demanding and recovering rates rents and dues and (subject to the provisions of this Act) for all other purposes the dock works shall be deemed part of the dock undertaking acquired by and vested in the Company under the provisions of the Southampton Docks Act 1892. Rates at dock works.

14.—(1) The Company may demand receive and recover in respect of every vessel using the quay tonnage rates not exceeding the rates specified in Part I of the First Schedule to this Act. Rates at quay.

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(2) The Company may demand receive and recover in respect of goods wares merchandise animals and things landed at shipped from or passed over the quay wharfage rates not exceeding the rates specified in Part II of the said schedule and in respect of goods wares merchandise animals and things landed at shipped from or passed over the quay which are not specified in the said Part II the wharfage rate payable in respect of traffic of a similar nature weight measure or quantity.

(3) The Company may demand receive and recover in respect of all persons embarking or disembarking at or entering or leaving the quay and in respect of luggage and baggage landed or shipped thereat rates not exceeding those specified in Part III of the said schedule.

(4) The Company may make reasonable charges for all work done services rendered facilities afforded or accommodation or appliances provided for which no charge is prescribed by this or any other Act.

Revision of  
rates.

**15.**—(1) If it is represented by application in writing to the Minister of Transport (in this section referred to as “the Minister”)—

(a) by any chamber of commerce or shipping or any representative body of traders or any person who in the opinion of the Minister is a proper person for the purpose; or

(b) by the Company;

that under the circumstances then existing all or any of the rates which the Company are for the time being authorised to levy and demand in pursuance of the section of this Act of which the marginal note is “Rates at quay” (in this section referred to as “the authorised rates”) should be revised the Minister if he thinks fit may make an order revising the authorised rates referred to in the application or any of them and may fix the date as from which such order shall take effect and thenceforth such order shall remain in force until the same expires or is revoked or modified by a further order of the Minister made in pursuance of this section Provided that before making an order under this section the Minister shall cause an inquiry to be held with reference thereto in pursuance of the Board of Trade Arbitrations &c. Act 1874 as applied by this section.

(2) Where upon an application for revision of authorised rates or an authorised rate an order has been made or the Minister has decided not to make an order no further application for a revision of the rates or rate to which the application related shall be made within twelve months from the date of such order or decision as the case may be.

(3) The provisions of Part I of the Board of Trade Arbitrations &c. Act 1874 shall apply for the purposes of this section—

(a) as if the Minister were referred to therein in lieu of the Board of Trade;

(b) as if the person or persons duly authorised to hold any inquiry thereunder were the rates advisory committee constituted under the Ministry of Transport Act 1919 or any sub-committee thereof to which the said advisory committee may under section 2 of the Harbours Docks and Piers (Temporary Increase of Charges) Act 1920 have delegated their powers or in the event of the said advisory committee ceasing to exist some persons with similar qualifications to be appointed for the purpose by an order of the Minister under section 2 of the said Act of 1874; and

(c) as if in section 4 of the said Act of 1874 the words “under the seal of the Minister of Transport” were substituted for the words “by writing under the hand of the President or of one of the secretaries of the Board.”

(4) An application made to the Minister under this section shall be accompanied by such information and particulars as the Minister may consider relevant certified in such manner as he may require and the Minister and the body or persons holding an inquiry for the purposes of this section may call for such documents and accounts as they may consider relevant and may hear such witnesses as they shall think fit and shall have power to take evidence on oath and for that purpose may administer oaths.

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Works  
below high-  
water mark  
to be subject  
to approval  
of Board of  
Trade.

**16.**—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Board of Trade under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said Board may prescribe before such work is begun.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Survey of  
works by  
Board of  
Trade.

**17.** If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Abatement  
of work  
abandoned  
or decayed.

**18.**—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the

same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

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(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Board of Trade may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

**19.**—(1) The Company shall at or near such part of the works by this Act authorised as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time require or approve.

Lights on works during construction.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

**20.**—(1) After the completion of the works by this Act authorised the Company shall at the outer extremity of those works below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

Permanent lights on works.



A.D. 1927. — (2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Provision  
against  
danger to  
navigation.

**21.**—(1) In case of injury to or destruction or decay of the works by this Act authorised or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House Deptford Strond and shall apply to that corporation for directions as to the means to be taken.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Incorporation of  
certain  
provisions  
of Act of  
1924.

**22.** The following provisions of the Act of 1924 are hereby incorporated with this Act and shall apply in relation to the dock works authorised by this Act in lieu of the dock works authorised by the Act of 1924 and shall have effect as if they were re-enacted herein (that is to say) :—

Section 22 (For protection of Mrs. Barker-Mill);  
and

Section 23 (For protection of certain salmon  
fisheries) :

Provided that the said section 23 shall be read and have effect as if the words “or migratory trout” were inserted therein after the word “salmon” wherever that word occurs therein and as if the Hampshire Rivers Board of Conservators were referred to therein in lieu of the Hampshire Fishery Board.



**23.** For the protection of Lieutenant-Colonel the Right Honourable Wilfrid William Ashley the tenant for life or other the owner or tenant for life for the time being of the Broadlands Estate in the county of Southampton and of Captain Alfred Philip Slade Beaumont or other the owner for the time being of the estate of Great Testwood in the county of Southampton (all or any of whom are in this section referred to as "the owners") the following provisions shall unless otherwise agreed between the owners or any of them for their respective interests and the Company apply and have effect:—

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For protection of  
Colonel  
Ashley and  
Captain  
Beaumont.

(1) If at any time and from time to time after the commencement during construction and for a period of four years after the completion of each of the dock works by this Act authorised it shall be proved by the owners that any land or property now belonging to them or of which they are now tenants for life situated on the River Test has been injuriously affected or interfered with or damaged or rendered less valuable by flooding and/or erosion by reason or in consequence of the construction or maintenance of each such work or of the dredging by the Company of the bed or foreshore of the River Test the Company shall pay to the owners so proving as aforesaid in respect thereof such compensation in money as may be agreed or shall be settled in case of difference by arbitration as in this section provided:

(2) For the purpose of ascertaining the effect on the levels of high and low-water marks or either of them and the extent to which (if any) such levels have been varied from those existing at the passing of this Act by reason or in consequence of the construction and maintenance of the dock works and/or of the dredging by the Company of the River Test during the construction and after the completion of any such work the Company shall at their own expense erect and maintain two proper and suitable automatic recording tide gauges one at the Company's Southampton

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Docks and the other at or above Redbridge Wharf and the continuous records afforded by such tide gauges shall be kept by the Company and be open to inspection and examination by the owners or their agents at all reasonable times and the owners or their agents shall be entitled free of charge to take copies of such records. In case of any wilful neglect on the part of the Company to maintain such tide gauges in a state of efficiency and to keep the records thereof the Company shall for every day on which such neglect occurs forfeit and pay to each of the owners the sum of five pounds :

- (3) Any question which may arise between the Company and the owners under the provisions of this section shall be referred to the arbitration of a single arbitrator to be appointed on the application of either party by the President of the Surveyors Institution and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of certain salmon fisheries.

**24.** For the protection of Lieutenant-Colonel the Right Honourable Wilfrid William Ashley tenant for life or other the owner or tenant for life for the time being of the Broadlands Estate in the county of Southampton and of Captain Alfred Philip Slade Beaumont or other the owner for the time being of the estate of Great Testwood in the county of Southampton and of their respective salmon or migratory trout fisheries on the River Test and its tributaries (all or any of whom are in this section referred to as "the owners") the following provisions shall unless otherwise agreed between the owners or any of them for their respective interests and the Company apply and have effect (that is to say) :—

- (1) If at any time during the period between the commencement of each of the dock works by this Act authorised and the end of the fifth year after the completion of such dock work it appears from the records hereinafter in this section mentioned that the average number of salmon or migratory trout taken annually in the River Test and its tributaries

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by the owners within any consecutive period of five years is less than the average number so taken annually during the period of five years immediately prior to the commencement of whichever of the dock works is first commenced and it shall be proved by the owners that any interference with their respective fisheries has taken place by reason or in consequence of any such dock work or works or of the dredging of the River Test by this Act authorised the Company shall pay compensation in money to the owners so proving as aforesaid for any damage or loss such owners may have sustained by reason of such interference and the amount of such compensation shall in case of difference be settled by arbitration as in this section provided :

- (2) For the purpose of ascertaining the number of salmon or migratory trout taken in the said fisheries the returns of salmon or migratory trout taken therein made to the Hampshire Rivers Board of Conservators and the records of that board relating thereto shall be accepted by the owners and the Company as *prima facie* evidence for the purposes of this section of the number of salmon or migratory trout taken :
- (3) Any question which may arise between the Company and the owners under the provisions of this section shall be referred to the arbitration of a single arbitrator to be appointed on the application of any of the parties by the President of the Surveyors Institution and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

**25.**—(1) Section 19 (For protection of Admiralty) of the Act of 1924 is hereby repealed.

For protection of Admiralty.

(2) The Company shall not by the dock works or by dredging or other operations connected with the construction maintenance or operation of such works in any way interfere with the access to the Royal Naval Magazine Establishment Pier at Marchwood in the county of Southampton or damage the property of the Admiralty at that establishment.

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(3) If during the construction of the dock works or at any time after the completion thereof the Company shall in the opinion of the Admiralty interfere with such access the Company shall carry out and maintain at their expense and to the satisfaction of the Admiralty all such works and dredging operations or other alterations or improvements to the bed shores and channel of Southampton Water as the Admiralty may require to secure access to the said pier equivalent to that now existing namely fourteen decimal seventy-five feet below ordnance datum in the berth alongside the pier and sixteen decimal seventy-five feet below ordnance datum in the access channel to the berth.

For protection of Southampton Corporation.

**26.** Section 20 (For protection of Southampton Corporation) of the Act of 1924 is hereby repealed and subject to the provisions of the sections of this Act of which the marginal notes are "Works below high-water mark to be subject to approval of Board of Trade" and "Crown rights" but notwithstanding any other provision of this Act or any provision of the Act of 1924 the following provisions shall apply and have effect except so far as may be otherwise agreed in writing between the Company and the mayor aldermen and burgesses of the borough of Southampton under their respective common seals (that is to say):—

(1) In this section—

"the corporation" means the mayor aldermen and burgesses of the borough of Southampton;

"the borough" means the borough of Southampton;

"the signed plan" means the plan signed by William Bishop on behalf of the Company and by Sir Richard Roope Linthorne on behalf of the corporation;

"reclamation wall (No. 1)" means the reclamation or quay wall (No. 1) by this Act authorised:

(2) The corporation may and at the request of the Company shall grant and convey to the Company without the Company making any payment therefor the lands containing fourteen decimal two acres or thereabouts coloured

pink and the lands containing twenty-seven decimal three acres or thereabouts hatched pink on the signed plan for all the estate and interest of the corporation in those lands : A.D. 1927.  
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- (3) The corporation shall grant and convey the said lands subject to such rights (if any) over the same as may be held or enjoyed by the *Pirelli General Cable Works Limited* or other the lessee or assignee for the time being under an indenture of lease dated the thirtieth day of September one thousand nine hundred and fifteen and made between the corporation of the one part and *Hugo Hirst* of the other part and the Company shall by purchase or otherwise extinguish any rights of access or other rights held or enjoyed by the *Pirelli General Cable Works Limited* or such other lessee or assignee as aforesaid over or in respect of the lands coloured grey on the said plan and shall at all times keep the corporation indemnified against all claims or demands whatsoever against the corporation on account of such lessee or assignee being deprived of such rights or any of them :
- (4) Upon the completion of the conveyance by the corporation to the Company of the said lands coloured pink and hatched pink on the signed plan the corporation shall thereupon give to the Company vacant possession of such lands and also of the lands coloured green on the signed plan and the Company upon such possession being so given shall be at liberty to construct and maintain and for ever thereafter keep so much of reclamation wall (No. 1) as will be situated upon such last-mentioned lands without making any payment to the corporation therefor and the corporation shall grant to the Company any easement that may be required by them in connection therewith In the construction of the reclamation wall (No. 1) upon the lands referred to in this subsection the Company shall not deviate northwards of the line shown

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on the deposited plans and upon the completion thereof the Company shall restore to the corporation possession of the said lands coloured green on the signed plan :

- (5) Contemporaneously with or immediately after the completion of so much of reclamation wall (No. 1) as will be situate upon or immediately to the south of the lands coloured pink and green on the signed plan the Company shall at their own expense with all reasonable speed and to the reasonable satisfaction of the corporation reclaim the lands belonging to the corporation lying to the north of the site of reclamation wall (No. 1) and coloured respectively grey and green on the signed plan by depositing thereon sufficient suitable soil taken from the bed of the estuary of the River Test or Southampton Water or procured elsewhere in order to bring the level of the said lands when the soil thereon has become properly consolidated to the height of ten feet nine inches above ordnance datum and the Company shall complete the reclamation of the said lands within twenty months from the completion of so much of reclamation wall (No. 1) as aforesaid The corporation shall afford to the Company all reasonable rights of access to the lands referred to in this subsection for the purposes of the said reclamation and all reasonable rights of access to the said lands coloured green on the signed plan for the purpose of constructing reclamation wall (No. 1) and the Company shall for ever maintain the said reclamation wall for the purpose of maintaining the said lands :
- (6) In connection with the works authorised by this Act and for the purpose of reclaiming and maintaining the lands coloured green on the signed plan the Company shall to the reasonable satisfaction of the corporation carry out and for ever after maintain such works as shall ensure the support of the said lands coloured green :



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(7) So much of reclamation wall (No. 1) as will be situate upon or immediately to the south of the lands coloured green on the signed plan and the works to be carried out under subsection (6) of this section shall be constructed and maintained by the Company with due regard to the purposes for which the said lands are to be used and shall not be used by the Company except for the purpose of maintaining the said lands. The top of so much of that wall as aforesaid may be used by the corporation and other persons with their permission and if the corporation so determine shall form part of the recreation ground provided on those lands :

(8) If reclamation wall (No. 1) and reclamation wall (No. 2) authorised by this Act shall not have been completed within the period prescribed by this Act for the completion of the dock works or any extension of that period which may be consented to by the corporation (whose consent shall not be unreasonably withheld) and authorised by Parliament any lands granted or conveyed by the corporation to the Company in pursuance of this section shall upon the expiration of such period or extended period vest in and become the property of the corporation :

(9) The corporation so far as they are in a position so to do shall permit the Company to use the land coloured orange on the signed plan for the construction of reclamation wall (No. 2) authorised by this Act and contemporaneously with or immediately after the construction of that wall the Company shall at their own expense with all reasonable speed and to the reasonable satisfaction of the corporation reclaim the said land coloured orange by depositing thereon sufficient suitable soil taken from the bed of the estuary of the River Test or Southampton Water or procured elsewhere in order to bring the level of the said land when the soil has been properly consolidated to the level of the adjoining road

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and on the completion of the said reclamation wall (No. 2) and of the reclamation of the said land coloured orange the corporation shall convey all their estate and interest in such land to the Harbour Board :

(10) (a) The Company shall not acquire enter upon take or otherwise appropriate under the powers of the Act of 1924 or of this Act any lands belonging to the corporation or any easements or rights over such lands other than—

(i) the said lands coloured pink and hatched pink the lands containing 550 square yards or thereabouts coloured purple the lands containing 1876 square yards or thereabouts hatched purple and partly coloured grey the lands containing 658 square yards or thereabouts coloured yellow on the signed plan; and

(ii) such easements as may be required by the Company for the purpose of constructing and maintaining the culverts by this Act authorised and the new roads shown upon the signed plan ;

and the corporation may convey and grant the said lands and easements to the Company ;

(b) The Company shall not under the powers of the Act of 1924 or this Act occupy temporarily any lands of the corporation except to the extent and for the purposes mentioned in this section ;

(c) The said culverts and roads shall be constructed in such situations as the corporation may reasonably approve and so as to cause no avoidable interference with the corporation's public baths and electricity generating station :

(11) On the completion of all the aforesaid reclamations to the reasonable satisfaction of the corporation the corporation shall pay to the Company the sum of thirty-four thousand seven hundred and forty pounds :

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- (12) In the event of the lands coloured pink and the lands hatched pink on the signed plan being conveyed to the Company in pursuance of this section and of the Company failing to complete the said reclamations or any of them in accordance with the provisions of this Act the corporation may carry out or complete the said reclamations or any of them at the expense of the Company in such manner or by such method as the corporation may think fit and the corporation may recover from the Company the expense reasonably incurred by them in so doing :
- (13) The Company at their own expense shall construct and for ever thereafter maintain to the reasonable satisfaction of the corporation (a) two landing slips or a jetty in reclamation wall (No. 1) at a point in front of the said lands coloured green to be determined by the corporation and (b) such landing slip in reclamation wall (No. 1) and reasonable means of access therefrom to existing public highways in the borough as may be found necessary for affording to the public facilities for loading and unloading vessels in the estuary of the River Test equivalent so far as reasonably practicable to the similar facilities now existing at or in connection with the public hard near Millbrook Station Such landing slips or jetty and means of access shall be constructed contemporaneously with or immediately after the completion of the parts of reclamation wall (No. 1) on which they will respectively abut :
- (14) The corporation and the public shall have reasonably adequate means of access through and across any works and lands of the Company to and from the said landing slips or jetty when provided in front of the said lands coloured green :
- (15) The Company shall either afford to the corporation as and when from time to time required by them such reasonable accommodation free of charge within the area of the dock works or shall at their own expense

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construct on the south side of reclamation wall (No. 1) at a point and according to plans and specifications to be reasonably approved by the corporation a quay or wharf in either case so as to afford to the corporation for their own purposes reasonable facilities for loading and unloading vessels together with adequate means of access to and from such dock works or such quay or wharf from and to the said lands coloured grey and the corporation's electricity generating station and such quay or wharf and the means of access thereto and therefrom when constructed shall be reserved for the use of the corporation free of charge :

- (16) Before constructing any of the dock works to such an extent as to diminish the existing facilities enjoyed by the corporation for obtaining water from the estuary of the River Test for use at their public baths at the Western Esplanade or at their electricity generating station or for discharging sewage surface water storm water or other drainage and water into the estuary of the said river the Company at their own expense shall construct and for ever thereafter maintain to the reasonable satisfaction of the corporation such conduits culverts pipes sewers drains or other works as the corporation may reasonably require for the purposes hereinafter mentioned and the Company shall at all times to the like satisfaction work any pumping or other apparatus and appliances that are necessary in connection therewith The said purposes are :—

(a) the conveying from and to the estuary of the said river to and from the said baths such a supply of river water as shall from time to time be adequate to meet the requirements of the corporation in connection with the said baths ;

(b) the conveying from and to the estuary of the said river to and from the said generating station such a supply of river water as shall from time to time be adequate to meet the

requirements of the corporation in connection with the said generating station; and A.D. 1927.

(c) the extension of the existing conduits culverts pipes sewers and drains of the corporation so as to enable the corporation to continue their existing discharge of sewage surface water storm water or other drainage into the estuary of the said river at some point or points on the southern limits of the dock works :

- (17) For the purpose of affording such reasonable traffic facilities to and from the said generating station from and to the Southampton and Dorchester Railway of the Company as it may be reasonably anticipated will be required by the corporation the Company shall at any time within a period of five years from the passing of this Act upon the request and at the cost of the corporation and upon such terms and conditions as may be agreed or as failing agreement shall be determined by arbitration improve or alter the existing sidings and railway lines connecting the said generating station with the Company's said railway to such extent and in such manner as the corporation may reasonably require and as may be reasonably approved by the Company :
- (18) The Company shall not stop up discontinue or otherwise interfere with the existing public footpath on the south side of the Southampton and Dorchester Railway between the footbridge at Millbrook Station and the east end of Southampton West Station until the new road (No. 3) authorised by the Act of 1924 has been constructed made up levelled paved metalled sewered flagged and channelled to the reasonable satisfaction of the corporation and has been opened to the public and until the Company shall have constructed made up and completed to the like satisfaction and have opened to the public a new footpath commencing at the termination of the said new road (No. 3) and terminating at the said footbridge at Millbrook Station :

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- (19) Except so far and for such periods as may be reasonably necessary during the carrying out of the works authorised by the Act of 1924 the Company shall not stop up discontinue or interfere with the footbridges over the said railway at Millbrook Station and Southampton West Station or either of them but shall maintain the said footbridges and the approaches thereto and keep the same in proper repair and adequately lighted :
- (20) Except so far and for such periods as may be reasonably necessary during the carrying out of the works authorised by the Act of 1924 the Company shall not stop up discontinue or interfere with the existing footbridge over the railway at the south end of Cracknore Road but the Company shall lengthen the said footbridge to the reasonable satisfaction of the corporation so as to carry the footpath thereon over the said railway when widened and shall to the like satisfaction construct a new footpath connecting the said footbridge so lengthened with the said new road (No. 3) authorised by the Act of 1924 and shall open the said lengthened footbridge and the said footpath to the public and shall maintain the said footbridge and the approaches thereto and keep the same in proper repair and adequately lighted :
- (21) When the new road (No. 3) authorised by the Act of 1924 or any of the footpaths referred to in subsections (18) and (20) of this section (other than so much of those footpaths as will be situate upon bridges and the approaches thereto) has been opened for public traffic it shall vest in the corporation as a highway repairable by the inhabitants at large and when the new road at Southampton authorised by this Act has been constructed made up levelled paved metalled flagged and channelled to the reasonable satisfaction of the corporation and has been opened for public traffic it shall vest in the corporation as a highway repairable by the inhabitants at large :



- (22) All bridges constructed by the Company under the provisions of the Act of 1924 within the borough for the purpose of carrying any public highways over their railway together with the parapets retaining walls and fences thereof and the approaches thereto shall be constructed and for ever thereafter maintained by the Company to the reasonable satisfaction of the corporation in such condition and of such strength as may be necessary for accommodating the traffic from time to time passing or desirous of passing across the said bridges : A.D. 1927.  
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- (23) The Company shall consent to any reasonable application which the corporation may make for power to lay down maintain and use tramways along the carriageway of any of the said bridges and the approaches thereto but so far as may be necessary may oppose any such application for the purpose of securing adequate protection for their property rights and interests :
- (24) The Company shall not under the powers of the Act of 1924 or of this Act break up any street in the borough or raise sink or alter the position of any sewer drain or watercourse or any water or electric mains pipes services or apparatus of the corporation until they shall have given to the corporation one month's notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses water and electric mains pipes services and apparatus proposed to be interfered with and such works shall be executed by the Company in accordance with plans sections and particulars reasonably approved by the corporation and to their reasonable satisfaction Provided that if the corporation so desire any raising sinking or altering of the position of any sewer drain watercourse water or electric mains pipes services or apparatus shall be effected by the corporation

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and the expense thereof reasonably incurred by the corporation shall be repaid by the Company :

- (25) The Company in carrying out the works authorised by the Act of 1924 or by this Act or any works on lands to be acquired under the powers of either of the said Acts shall to the reasonable satisfaction of the corporation make good all damage which may be caused to or may be the consequence of any interference with any sewer drain or watercourse or to any water or electric main pipe service or apparatus of the corporation :
- (26) Whenever it may be necessary to intercept or remove or displace or otherwise interfere with any sewer or drain of the corporation the Company shall before intercepting removing displacing or interfering with such sewer or drain construct according to a plan to be reasonably approved by the corporation another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted removed displaced or interfered with and such substituted sewer or drain shall be connected by the corporation at the reasonable expense of the Company with the existing sewer or drain :
- (27) If it shall be necessary to construct any works over any sewer drain or water or electric main belonging to the corporation provision shall be made to the reasonable satisfaction of the corporation for protecting such sewer drain or water or electric main from injury and for affording convenient access thereto for the purpose of examination alteration enlargement renewal or repair :
- (28) The corporation shall be entitled (subject to and in accordance with the provisions of the Act empowering them so to do) to lay down and maintain sewers drains and water and electric mains in any road or footway across any bridges constructed or altered under the powers or in pursuance of the provisions of the Act of 1924 :

(29) If by reason of the exercise of any of the powers of the Act of 1924 or of this Act or the carrying out of any works on lands to be acquired under the powers of either of the said Acts the corporation shall reasonably incur any cost in altering or removing any existing sewer drain or water or electric main or apparatus the Company shall repay such cost to the corporation on demand : A.D. 1927.  
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(30) (a) The corporation may borrow at interest the sum of thirty-four thousand seven hundred and forty pounds to be paid by them to the Company under this section and shall repay the same within the period of sixty years from the date of borrowing ;

(b) For securing the repayment of the money borrowed under this subsection and the payment of interest thereon the corporation may mortgage or charge the general fund and general rate of the borough Provided that this provision shall not limit the powers conferred upon the corporation by section 80 (Power to use one form of mortgage for all purposes) of the Southampton Corporation Act 1910 ;

(c) The provisions of the Southampton Corporation Water Act 1921 shall extend and apply to the exercise of the powers of this subsection as if those powers had been conferred by that Act and for that purpose the prescribed period shall be the period of sixty years from the date upon which the money is borrowed :

(31) The provisions of section 25 (Power to retain sell &c. lands) of the Southampton Corporation Act 1910 shall extend and apply to the lands of the corporation reclaimed under the provisions of this section and the corporation may appropriate and use as a recreation ground the lands coloured green on the signed plan when reclaimed :

(32) The corporation and the public shall have adequate means of access over the Company's railway and over the lands of the Harbour

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Board to and from the lands coloured green on the signed plan :

- (33) Any difference which may arise between the corporation and the Company under this section shall be referred to the arbitration of an engineer or other fit person to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Harbour Board.

**27.** Section 21 (For protection of Harbour Board) of the Act of 1924 is hereby repealed and notwithstanding anything contained in the Act of 1924 or in this Act the following provisions shall apply and have effect except so far as may be otherwise agreed in writing between the Company and the Harbour Board under their respective common seals (that is to say) :—

- (1) The exercise of the powers of the Act of 1924 and this Act shall be subject in all respects to the provisions of section 3 (Lines for works on Southampton Water and River Test) of the Southampton Harbour Act 1924 and that section shall for the purposes of the Act of 1924 and this Act but not otherwise apply as if subsection (8) thereof were omitted therefrom. Provided that nothing in this section contained shall prevent the Company from making and maintaining culvert (No. 5) and a pumping station in connection therewith culvert (No. 6) and culvert (No. 7) by this Act authorised or from executing the works and conveniences which they are required to execute under subsections (13) and (15) of the section of this Act whereof the marginal note is "For protection of Southampton Corporation" :
- (2) Reclamation or quay wall (No. 1) by this Act authorised shall be constructed so as to terminate on the west side of the solid structure of the Royal Pier and the Company shall not acquire any part of that pier except with the consent of the Harbour Board and shall not interfere therewith except so far as may be reasonably necessary during and in connection

with the construction of the dock works The Company shall pay to the Harbour Board compensation in respect of any damage sustained by them in consequence of any such interference :

- (3) Contemporaneously with or immediately after the construction of reclamation wall (No. 2) by this Act authorised the Company shall at their own expense with all reasonable speed and to the reasonable satisfaction of the Harbour Board reclaim the land on the northerly side of that wall by depositing thereon sufficient suitable soil taken from the bed of the River Test or Southampton Water or procured elsewhere in order to bring the level of the said land when the soil has been properly consolidated to the level of the adjoining road and on the completion of the said reclamation wall (No. 2) and of the reclamation of the said land such land shall be conveyed to the Harbour Board :
- (4) The Company shall not acquire any lands belonging to or under the control of the Harbour Board for the purposes of railway (No. 2) authorised by the Act of 1924 but the Company may purchase and acquire an easement or right of making maintaining and using that railway on such lands in accordance with section 56 (Power to acquire easements compulsorily) of that Act but subject to the provisions of this section :
- (5) The said railway (No. 2) shall be constructed and thereafter maintained to the reasonable satisfaction of the Harbour Board in accordance with plans sections and other necessary particulars submitted to and reasonably approved by them Provided that if within two months after such plans sections and particulars have been submitted to the Harbour Board they do not give notice to the Company that they object thereto the Harbour Board shall be deemed to have approved thereof :
- (6) Any expense incurred by the Harbour Board in altering their existing tramways or in providing additional facilities in connection therewith and necessitated by the construction of the said

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railway (No. 2) and any additional expense incurred by them in the maintenance and repair of their existing tramways necessitated by the construction of that railway shall be paid by the Company :

- (7) The said railway (No. 2) shall be so constructed maintained and used as not unnecessarily to interfere with the access to or from the Royal Pier or any part of the Town Quay and shall be used only for the purpose of transferring locomotives coaches and wagons whether loaded or not from and to the dock works to and from the existing docks of the Company in Southampton and not for the running of passenger or merchandise trains proceeding to points on the railway of the Company beyond those docks :
- (8) The Company shall not permit any locomotives wagons or carriages to remain standing opposite the entrance to the Royal Pier nor unnecessarily on any other part of the said railway (No. 2) situate upon land belonging to or under the control of the Harbour Board and in the exercise of the powers of the Act of 1924 and of this Act shall not unnecessarily obstruct or interfere with the traffic on the tramways of the Harbour Board :
- (9) Subject to the provisions of the section of this Act whereof the marginal note is " Works below " high-water mark to be subject to approval " of Board of Trade " all works to be executed under the powers of this Act within the jurisdiction of the Harbour Board and below high-water mark shall be executed in accordance with plans sections and other necessary particulars submitted to and reasonably approved by the Harbour Board and to their reasonable satisfaction Provided that if within two months after such plans sections and particulars have been submitted to the Harbour Board they do not give notice to the Company that they object thereto the Harbour Board shall be deemed to have approved thereof :



- (10) Subject to the provisions of this Act the Company shall dredge as and when required for their own purposes so much of the bed of the River Test as is situate within a distance of six hundred feet from any part of the dock works and when in their opinion it is necessary so much thereof as is situate within the distance of eight hundred feet from any part of those works and the Company shall at all times maintain the river when so dredged by them at a sufficient depth for vessels proceeding to or departing from the dock works Provided that any materials so dredged or removed if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade :
- (11) No part of the bed of the River Test acquired by the Company under the powers of the Act of 1924 or of this Act shall be used except for the purposes of the works authorised by this Act and shown on the deposited plans and sections but nothing in this subsection shall prevent the Company from dredging the bed of the said river :
- (12) The acquisition by the Company of any part of the bed of the River Test shall not prejudice or affect the rights powers and interests of the Harbour Board in respect thereof :
- (13) The Company shall not under the powers of the Act of 1924 or of this Act raise sink or alter the position of any sewer drain watercourse or other works of the Harbour Board except with the consent of the Harbour Board which consent shall not be unreasonably withheld :
- (14) The Company shall not under the powers of the Act of 1924 or of this Act construct or permit the construction of a pier to which the public shall have access as a promenade either free or on payment of a toll nor shall they do anything to divert to the dock works the coasting traffic now using the Town Quay or Royal Pier :
- (15) In all cases where passengers are embarked at the dock works by vessels owned or chartered

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by the Company for trips to Portsmouth or the Solent the Isle of Wight or any south coast watering place and the Company receive payment in respect of such passengers the Company will either land such passengers at the Royal Pier or pay the sum of one penny to the Harbour Board in respect of each of such passengers so embarked :

- (16) Any difference which may arise between the Harbour Board and the Company under this section shall be referred to the arbitration of an engineer or other fit person to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

As to  
contribu-  
tions to  
dredging at  
South-  
ampton.

**28.** The powers of the Company to contribute and pay moneys to the Harbour Board towards the costs and expenses of dredging deepening and improving the harbour channels and approaches of the Harbour Board shall extend to enable such contributions and payments to be made towards the dredging deepening and improving of all channels and approaches to the harbour of the Harbour Board whether within or outside their jurisdiction.

For pro-  
tection of  
Cowes  
Harbour  
Commis-  
sioners.

**29.** Notwithstanding anything in this Act contained or shown upon the deposited plans the quay shall be so constructed by the Company as not to project in advance of or on the riverward side of the line coloured red on the plan signed by James Charles Wilson Damant on behalf of the Cowes Harbour Commissioners and by Alfred Weeks Szlumper on behalf of the Company.

For pro-  
tection of  
Newport  
Corpora-  
tion.

**30.** As from the date of the opening for traffic of any part of the quay subsection (2) of section 25 (For protection of corporation of Newport) of the Ryde and Newport Railway Act 1877 shall be repealed and the Company shall pay to the mayor aldermen and burgesses of the borough of Newport in the Isle of Wight from the said date in equal half-yearly payments the sum of one hundred pounds per annum in perpetuity as compensation for any loss of tolls and dues which may be occasioned to the said mayor aldermen and burgesses by the

construction and user of the quay and the first of such payments shall be made at the expiration of six months after the said date. A.D. 1927.

**31.** Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain in the county of London the widenings of railway hereinafter described with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say):—

Power to make widenings of railway.

A widening (No. 1) (1 furlong in length) on the east side thereof in the metropolitan borough of Battersea of the South London line commencing at a point 206 yards north of Prince of Wales Road and terminating at a point 14 yards south thereof:

A widening (No. 2) (3 furlongs in length) on both sides thereof in the metropolitan borough of Lambeth of the Peckham and Sutton line commencing at a point 183 yards south-west of Norwood Road and terminating at a point 22 yards south-west of Knight's Hill tunnel.

**32.** For the purpose of demanding and recovering tolls fares rates and charges and for all other purposes the railway and the widenings of railway by this Act authorised shall be deemed to form part of the undertaking of the Company.

Rates and charges on railway and widenings.

**33.** If the dock works are not completed within the period expiring on the first day of October one thousand nine hundred and thirty-seven and if the railway and the quay are not completed within the period expiring on the first day of October one thousand nine hundred and thirty-two then on the expiration of those periods respectively the powers by this Act granted for making and completing the same respectively or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed.

Period for completion of certain works.

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Imposing  
penalty if  
railway not  
opened  
within  
period  
limited.

**34.** If the Company fail within the period limited by this Act to complete the railway and open the same for public traffic they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost thereof.

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.

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 hereinafter provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening the railway 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.

Application  
of penalty.

**35.** 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 railway 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 for the purposes of the railway 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. A.D. 1927.

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 railway or any part thereof has 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.

**36.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Company apply and have effect (that is to say) :—

For protection of Metropolitan Water Board.

- (1) In this section the expression "the said works" means the widenings in the metropolitan boroughs of Battersea Camberwell and Lambeth by this Act authorised :
- (2) The Company shall construct the bridges or viaducts for carrying the said works over any road or street in which any main of the board is situate so that the abutments and piers thereof shall not encroach upon any part of the road or street and so that the foundations thereof shall be carried down to a depth below the surface of the road or street to a level not higher than the lowest invert of any adjacent main or mains of the board and in no case to a less depth than five feet from the surface of the said road or street :
- (3) Before constructing so much of the said works as is referred to below (namely) :—
  - (a) the bridge or viaduct carrying the Victoria to Herne Hill line over a part of Atlantic Road ;



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(b) the bridge or viaduct carrying the West End and Crystal Palace line over parts of Dunkirk Street Pilgrim Hill and East Place; and

(c) the bridge or viaduct carrying the South London line over Rye Lane Peckham;

the Company shall if reasonably necessary divert any mains of the board now laid in so much of the said thoroughfares as is within the limits of deviation shown on the deposited plans of the said works :

- (4) Every main to be diverted by the Company under the foregoing provision of this section shall include all such apparatus appliances connections and conveniences as may reasonably be required by the board for the efficient use and maintenance of such main and its connections to other mains :
- (5) Not less than twenty-eight days before commencing any of the said works in any street or road in or under which any main pipe work or apparatus (in this section referred to as "apparatus") of the board is situate the Company shall deliver to the board plans sections and descriptions of the said works describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connection therewith :
- (6) The board may at any time within twenty-eight days of the receipt of such plans sections and descriptions by notice in writing intimate to the Company their reasonable requirements so far as the said works may affect the board's apparatus and the board may require the Company to carry out their works in such a manner and of such materials as may be reasonably specified and to support the board's apparatus temporarily or otherwise by cement concrete or other like substance Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid



they shall be deemed to have no requirements to intimate to the Company :

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- (7) The Company shall not construct the said works except in accordance with the said plans sections and descriptions delivered to the board and shall carry out all works in connection with the board's apparatus as may be reasonably approved by the board or settled by arbitration :
- (8) Not less than twenty-eight days before commencing the construction of any of the said works the Company shall give to the board notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within seven days after the receipt of such notice the board shall give notice to the Company of their intention themselves to lay down any substituted apparatus or to execute any other works to or in connection with any apparatus as provided by this section it shall be lawful for the board instead of the Company to lay down such apparatus or execute such works and the cost reasonably incurred by them in so doing shall on demand be repaid to the board by the Company :
- (9) The Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street road or footpath in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet or less than the existing covering where such existing covering is less than three feet unless the Company shall in each case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the board or more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Company in either of such last-mentioned cases

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provide special means of access to the same to the reasonable satisfaction of the board :

- (10) It shall be lawful for the board their engineers workmen and others in their employ at all times when it may be necessary to enter upon any street road or footway temporarily stopped up by the Company at any point or place at which any apparatus of the board is situate and to do all such works in and upon such street road or footway as may be necessary for repairing maintaining removing or replacing or extending such apparatus :
- (11) The board may where reasonably necessary employ watchmen or inspectors to watch any of the said works to be executed by the Company whereby the board's apparatus will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company :
- (12) The expenses of all repairs or renewals of the board's apparatus or any works in connection therewith which may at any time be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the said works or rendered necessary by reason of any subsidence resulting from the said works whether during the construction of such works or at any time thereafter shall be borne by the Company :
- (13) The Company shall not except with the consent of the board (which consent shall not be unreasonably withheld) execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year :
- (14) If any difference shall arise between the board and the Company under this section (other than a difference as to the construction or meaning of the said section) the same

shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration :

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- (15) The provisions of this section shall be in addition to and not in substitution for or derogation of any other provisions of this Act to the benefit of which the board would otherwise have been entitled.

**37.** Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels so shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use the lands delineated upon the deposited plans and described in the deposited book of reference relating thereto (that is to say) :—

Power to  
Company  
to make  
further  
works &c

In the county of London—

In the metropolitan borough of Lambeth—

A widening on the south side thereof of the viaduct carrying the Victoria to Herne Hill line (including a projecting staircase) commencing at a point 16 yards west of the west end of the up platform at Brixton Station and terminating at that end of the said platform.

A widening (No. 1) on the north side thereof of the viaduct carrying the South London line commencing at a point 36 yards west of Barrington Road and terminating at a point 22 yards east thereof.

A widening (No. 2) on the south side thereof of the said viaduct commencing at a point 34 yards west of Barrington Road and terminating at a point 21 yards east thereof.

A widening (No. 1) on the north side thereof of the viaduct carrying the West End and Crystal Palace line commencing at

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a point 27 yards west of Pilgrim Hill and terminating at a point 10 yards east thereof.

A widening (No. 2) on the south side thereof of the said viaduct commencing at a point 31 yards west of Pilgrim Hill and terminating at a point 21 yards east thereof.

In the metropolitan borough of Camberwell—

A widening on the north side thereof of the bridge carrying the Crystal Palace branch and Catford loop line over Lyndhurst Road Peckham.

A widening on the north side thereof of the bridge carrying the Crystal Palace branch and Catford loop line over Victoria Road Peckham.

A widening on both sides thereof of the bridge carrying the South London line over Rye Lane Peckham.

A widening on the south side thereof of the bridge carrying the South London line over Albert Road Peckham.

In the county of Surrey—

A widening on the west side thereof in the county borough of Croydon of the bridge carrying the Croydon and Balham line over Dagnall Park Road Selhurst.

A widening on the south-east side thereof in the urban district of Coulsdon and Purley of the bridge carrying the Caterham branch over Godstone Road Purley.

A new road in the borough of Richmond (Surrey) commencing at a point in Sheen Road 127 yards east of Manor Road and terminating at or near the junction of Manor Road and Lower Richmond Road and in connection therewith the Company may stop up the level crossing of the Windsor line over Manor Road.

In the counties of Southampton and Surrey—

A diversion in the parish of Hawley in the rural district of Hartley Wintney and in the urban district of Frimley of the Basingstoke

to Staines Road from a point 253 yards west of the level crossing at Blackwater Station to a point 130 yards east of the Blackwater river and in connection therewith the Company may stop up the said level crossing and the occupation and footpath level crossing 70 yards south thereof :

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Provided that notwithstanding the diversion of the said road or the stopping up of the said level crossing the Postmaster-General may if he so desires (without derogation from any other right vested in him) remove from the said road and level crossing or any part thereof any telegraphic line of the Postmaster-General which is in under upon along over or across the same and the Company shall pay to the Postmaster-General the expenses incurred by him of and incidental to the removal of such telegraphic line and of any telegraphic line connected therewith which in consequence will be rendered useless and the substitution of a telegraphic line in such other place as the Postmaster-General may require.

In the county of Kent—

A footpath and subway in the city of Rochester under the North Kent line 95 yards south-west of the existing subway at the north-east end of Strood Station and the Company may stop up the footpath leading from Station Road to Canal Road passing under the said line by means of the said existing subway.

**38.** Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said Commissioner of Police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road during the construction of such works as may be reasonably practicable.

As to works within metropolitan police district.

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For pro-  
tection of  
London  
County  
Council.

**39.** For the protection of the London County Council (in this section referred to as "the council") the following provisions shall unless otherwise agreed have effect (that is to say):—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans subsections (1) (3) (4) and (5) of section 36 of the Act of 1924 and subsections (3) (5) (6) and (7) of section 12 of the Southern Railway Act 1926 are incorporated with and form part of this Act and shall extend and apply to the lands in the administrative county of London (in this section referred to as "the county") which the Company are by this Act authorised to acquire and to any works matters or things by this Act authorised in the county as fully and effectually to all intents and purposes as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto:
- (2) Except for the purpose of constructing in accordance with the agreement made the fourth day of May one thousand nine hundred and twenty-seven between the Company and the council of the metropolitan borough of Lambeth the widening by this Act authorised of the viaduct carrying the Victoria to Herne Hill line (including a projecting staircase) at or near Brixton Station it shall not be lawful in the county for the Company without the consent of the council to encroach on any part of the surface of any street or footway or to erect any building or structure in such manner that any external wall thereof or the external fence or boundary of any forecourt or space in front thereof shall be within a distance from the centre of the roadway of any street or way (being a highway) upon which the same will abut of twenty feet where such street or way is used for the purposes of carriage traffic or ten feet where such street or way is used solely for the purposes of foot traffic. Provided that nothing in this subsection shall impose any obligation upon the



Company to set back any existing buildings in Pilgrim Hill in connection with the construction of any works by this Act authorised over that street : A.D. 1927.

(3) The Company shall in constructing the widenings of railway or bridges and the works by this Act authorised over the streets next hereinafter mentioned construct and thereafter maintain the bridges viaducts and works to carry the widenings of railway and the said works as girder bridges which shall have a clear headway throughout above the existing surface of the street and a clear span throughout measured on the square of not less than the headways and spans hereinafter mentioned (that is to say) :—

Metropolitan Borough.	Situation of Bridge.	Headway.	Span at right angles to Street.
		ft. ins.	ft. ins.
Battersea	Prince of Wales Road	18 6	58 6
Lambeth	Norwood Road	17 0	70 0
"	Thurlow Park Road	14 7	63 6
"	Barrington Road	22 5	57 5
"	Pilgrim Hill	17 9	40 0
Camberwell	Lyndhurst Road	15 6	45 0
"	Victoria Road	16 6	40 0
"	Rye Lane	16 3	60 0
"	Albert Road	14 6	40 0
	(South London line)		

(4) (a) If the Company in connection with the works by this Act authorised reconstruct the existing bridges carrying their railways over Norwood Road and Rye Lane respectively or either of such bridges so as to provide spans therefor not greater than the existing spans of such bridges respectively they shall before commencing such reconstruction give three months' notice in writing to the council of their intention so to do and if within that period the council by notice in writing so require the Company shall reconstruct the said bridge or bridges as the case may be

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with increased spans to the extent shown by blue colour on the signed plan marked B and the signed plan marked D hereinafter defined and with clear headways throughout above the existing surface of the street of not less than seventeen feet in the case of the bridge to be reconstructed over Norwood Road and sixteen feet three inches in the case of the bridge to be reconstructed over Rye Lane. The council shall on the completion of the reconstruction of such bridge or bridges in accordance with such requirement pay to the Company on demand the amount by which the cost incurred by the Company in and in connection with such reconstruction exceeds the cost which the Company would have incurred in reconstructing such bridge or bridges with spans not greater than their existing spans and the Company shall without requiring payment therefor add to Norwood Road and Rye Lane so as to increase the present width thereof the land shown by blue colour on the signed plan marked B and the signed plan marked D respectively. The said bridge or bridges shall be reconstructed and maintained so as not to alter the existing levels of Norwood Road or Rye Lane and the Company shall maintain the bridge or bridges as so reconstructed ;

(b) In the event of the Company proposing to execute the works by this Act authorised over Norwood Road or Rye Lane without reconstructing their existing bridges over the said streets they shall before commencing the said works give three months' notice in writing to the council of such proposal and if within that period the council by notice in writing require the Company to reconstruct the said existing bridge or bridges in manner provided in paragraph (a) of this subsection the Company shall comply with such requirement and increase the present widths of Norwood Road and Rye Lane or either of them as provided in the said paragraph and the council shall on

the completion of such reconstruction pay to the Company on demand the cost incurred by the Company in and in connection with such reconstruction ;

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(c) Any land added to Norwood Road or Rye Lane under the provisions of this subsection shall thereupon be paved or made up by the council as part of the cost of the improvement and be deemed to form part of the highway of the road or street to which the same has been added and shall be cleansed maintained repaired and lighted by the council of the metropolitan borough in which such road or street is situate :

- (5) The bridges or viaducts hereinbefore in this section referred to and the works in connection therewith shall be of a reasonably ornamental character and design and shall so far as practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any street area or forecourt In constructing such bridges or viaducts the Company shall face so much of the abutments thereof as will be more than five feet above the level of the adjoining footway or street with white glazed bricks and shall at all times keep the surface of such bricks in good repair to the reasonable satisfaction of the local authority :
- (6) The Company shall not execute or commence to execute the construction of any of the bridges or viaducts hereinbefore in this section referred to until they have given to the council twenty-eight days' previous 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 all other necessary particulars of the works and until the council have signified their approval of the same (unless the council fail to signify such approval or their disapproval or other directions within twenty-eight 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

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and conform to all reasonable directions and regulations of the council in the construction and subsequent maintenance of every such bridge viaduct and work and shall save harmless the council against all and every reasonable expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the council may reasonably be put 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 :

- (7) (a) If in constructing widening (No. 2) by this Act authorised the Company shall widen the bridge carrying the Company's railway over Norwood Road they shall without requiring payment therefor add to Norwood Road so much (if any) of the lands shown by red colour on the signed plan marked B hereinafter defined as will be immediately under the widened portion of such bridge and if the council by notice in writing so require the Company shall sell to the council so much of the remainder of the said lands as belongs to the Company or may be acquired by them for the purposes of the said widening (No. 2);

(b) Upon the completion of the widening (No. 2) by this Act authorised of the viaduct at or near West Norwood Station the Company shall if the council by notice in writing so require sell to the council so much of the lands shown by red colour on the signed plan marked C hereinafter defined as belong to the Company or may be acquired by them for the purposes of the said widening of such viaduct;

(c) Upon the completion of the widening by this Act authorised of the bridge over Rye Lane Peckham the Company shall without requiring payment therefor add to that road so much of the land shown by red colour on the

signed plan marked D hereinafter defined as will be immediately under the widened portions of such bridge and if the council by notice in writing so require the Company shall sell to the council so much of the remainder of the said lands as belongs to the Company or may be acquired by them for the purpose of the said widening;

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(d) Any land sold by the Company to the council under the provisions of this subsection shall be added by the council to the road or street on which such lands abut and any land so added by the Company or the council under the provisions of this subsection shall thereupon be paved or made up by the council as part of the cost of the improvement and be deemed to form part of the highway of the road or street to which the same has been added and shall be cleansed maintained repaired and lighted by the council of the metropolitan borough in which such road or street is situate;

(e) Any land to be sold by the Company to the council under the provisions of this subsection shall be sold on such terms as (failing agreement) shall be determined by an arbitrator to be appointed (failing agreement) on the application of either party after notice to the other by the President of the Surveyors Institution and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such arbitration:

- (8) In constructing widening (No. 2) by this Act authorised over Thurlow Park Road the Company shall construct the foundations of the bridges to carry the widening over that road so as to permit the level of the carriageway thereof to be lowered to such an extent as will provide a minimum headway above such carriageway of sixteen feet:
- (9) The Company shall so far as is practicable execute any works by this Act authorised affecting the tramways of the council during hours at which the said tramways are not in operation and if the said works are executed

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at any other hours the Company in executing the same shall not be at liberty to require the working of more than one line of rails of the said tramways to be stopped at a time:

- (10) In this section “the signed plan marked B” “the signed plan marked C” and “the signed plan marked D” mean the plans which are respectively so marked and which have been signed in triplicate by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred whereof one copy has been deposited in the Committee and Private Bill Office of the House of Commons one copy in the Parliament Office of the House of Lords and one copy with the council:
- (11) Any difference which may arise between the council and the Company under the provisions of this section except—

(a) under subsections (2) and (7) thereof; and

(b) under the provisions of subsection (1) of section 36 of the Act of 1924 and subsections (3) and (5) of section 12 of the Southern Railway Act 1926 (as incorporated by subsection (1) of this section);

shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of Gas Light and Coke Company.

**40.** For the protection of the Gas Light and Coke Company (in this section referred to as “the gas company”) the following provisions shall unless otherwise agreed in writing between the gas company and the Company have effect (that is to say):—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not enter upon take or use any greater part of—

(a) the lands numbered on the deposited plans 60 61 62 and 63 in the borough of



Richmond than so much thereof as is situate westward of the red line between the letters "C" and "D" shown on the plan marked "X" (in this section referred to as "the signed plan X") signed by Alfred Weeks Szlumper on behalf of the Company and by Thomas Hardie on behalf of the gas company; or

(b) the lands numbered on the deposited plans 2 and 3 in the metropolitan borough of Battersea than so much thereof as is shown and coloured red on the plan marked "Y" also signed as aforesaid :

- (2) In constructing the new road in the borough of Richmond authorised by this Act (in this section referred to as "the new road") the Company shall at their own expense and to the reasonable satisfaction of the gas company—

(a) construct on the land acquired by them a retaining wall along the said red line between the said points marked "C" and "D" on the signed plan X of sufficient strength properly to maintain the new road and between the points marked "A" and "B" on the signed plan X to prevent any injury or interference from lateral pressure to or with the tank of the gasholder of the gas company erected in proximity to the red line marked on that plan; and

(b) erect along the entire length of the said red line marked on the signed plan X (including the portion thereof between the said points marked "A" and "B") a substantial ferro-concrete wall not less than eight feet in height measured from the surface of the new road;

and the Company shall at the like expense and to the like satisfaction maintain and keep in repair the said retaining wall :

- (3) The said retaining wall and ferro-concrete wall shall be constructed in accordance with plans sections and specifications to be submitted by the Company to and approved by the gas

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company or failing such approval settled by arbitration under the provisions hereinafter contained. Provided that if within one month from the submission to them of such plans sections and specifications as aforesaid the gas company do not in writing express their disapproval thereof they shall be deemed to have approved the same :

- (4) The Company shall bear and on demand repay to the gas company the expense reasonably incurred by the gas company in making any alteration in the position or depth of their mains or apparatus in or under the land in the borough of Richmond acquired by the Company or the land of the gas company in that borough not so acquired which in the opinion of the gas company may be rendered necessary by such acquisition or the construction of the new road :
- (5) Notwithstanding the stopping up of the level crossing of the Windsor line over Manor Road the gas company shall be entitled to all such rights of access to and of opening and breaking up the site of the said level crossing for the purpose of inspecting maintaining repairing renewing or replacing the existing mains of the gas company laid thereunder and of laying additional mains and apparatus as if the said site had continued to form part of the public highway. Provided always that the gas company shall not lay down under the said level crossing any new or additional mains or apparatus (otherwise than by way of replacement of any length or lengths of the existing mains which may require to be renewed) if in the opinion of the gas company sufficient and suitable accommodation therefor is available beneath the surface of one or both of the footways of the new road including the bridge carrying the same over the said Windsor line :
- (6) In extending the bridge carrying Manor Road over the siding leading into the works of the gas company the Company shall construct the said extension with a span and headway

not less than the span and headway of the existing bridge :

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- (7) Any question which shall arise between the Company and the gas company under the provisions of this section shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

41. For the protection of the mayor aldermen and councillors of the metropolitan borough of Lambeth (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act and except so far as may be otherwise agreed in writing between the Company and the council under their respective common seals apply and have effect (that is to say) :—

For protection of Lambeth Borough Council.

- (1) (a) If in constructing the widening (No. 2) of the viaduct at or near West Norwood Station by this Act authorised or at any time after the completion of such widening the Company demolish to the ground level of Pilgrim Hill any buildings on the lands shown by red colour on the signed plan marked "E" in this section defined the Company shall without requiring payment therefor add to that road so much of the said lands as will be immediately under the widened portion of the bridge over that road and if the council by notice in writing so require the Company shall also add to that road so much of the said lands as belong to the Company or may be acquired by them for the purposes of the said Widening (No. 2) as are within a distance of twenty feet of the centre of the said road and shall also sell to the council so much of the remainder of the said lands as belongs to the Company or may be acquired by them for the purposes aforesaid;

(b) Any land so sold by the Company to the council shall be added by the council to Pilgrim Hill and any land so added by the

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Company or the council under the provisions of this subsection shall thereupon be paved or made up by the council and be deemed to form part of the highway of the road to which the same has been added and shall be cleansed maintained repaired and lighted by the council;

(c) Any land to be sold by the Company to the council under the provisions of this subsection shall be sold on such terms as (failing agreement) shall be determined by an arbitrator to be appointed on the application of either party after notice to the other by the President of the Surveyors Institution :

- (2) Where any bridges in the metropolitan borough of Lambeth (in this section referred to as "the borough") constructed or widened under the powers of this Act shall with other bridges adjoining or contiguous thereto or situate within ten yards thereof whether the property of the Company or not cover a length of road of eighty feet or upwards it shall be lawful for the council to place and fix under such bridges such lamps as the council may deem necessary not exceeding one lamp in every sixty feet for the proper and effectual lighting by day and by night of the roadway under such bridges by gas or electricity whichever may be in general use on the road on either side of such bridge and thereafter the Company shall pay to the council the cost of providing erecting and maintaining the said lamps and lighting them as aforesaid :
- (3) The Company shall not under the powers of this Act break up any street in the borough until they shall have given to the council one month's notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect such street and such works shall be executed by the Company in accordance with plans sections and particulars reasonably approved by the council and to their reasonable satisfaction :

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(4) (a) The widening by this Act authorised of the viaduct carrying the Victoria to Herne Hill line (including a projecting staircase) at or near Brixton Station in the borough shall only be executed made or carried out in so far as such works may overhang any public highway (including the footways thereof) in such manner as may be approved in writing by the council (which approval shall not be unreasonably withheld) and the Company shall not commence any of the said works until two months after they shall have delivered to the council detailed plans sections and specifications for the purpose of such approval. Provided that if the council shall fail to approve or disapprove any such plans sections and specifications within two months after the same shall have been delivered to them they shall be deemed to have approved the same;

(b) In so far as the works shall overhang any such highway the underside thereof shall be rendered watertight so as to prevent the dripping of water on any part of the highway and shall be properly constructed with efficient gutters and down spouts connected with surface water drains;

(c) The Company shall construct and execute all such works as aforesaid in accordance with the plans sections and specifications approved in accordance with the provisions of this section and to the reasonable satisfaction of the council:

(5) The Company shall on demand pay to the council the amount of all costs charges and expenses (other than remuneration for work done in the ordinary course of their employment by salaried officers of the council) incurred by them in or about the inspection and approval of plans or works in pursuance of this section:

(6) In this section the signed plan marked "E" means the plan so marked and which has been signed in duplicate by Alfred Weeks Szlumper on behalf of the Company and by Osmond Cattlin on behalf of the council:

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- (7) Except as in this section otherwise provided any difference which shall arise between the council and the Company under the provisions of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application by either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of  
Croydon  
Corporation.

42. Notwithstanding anything contained in this Act or in the London Brighton and South Coast Railway Act 1896 or in the London Brighton and South Coast Railway Act 1898 or shown upon the deposited plans and sections the following provisions for the protection of the mayor aldermen and burgesses of the borough of Croydon (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

- (1) The Company shall without requiring payment therefor convey to the corporation the land shown by pink colour upon the plan signed in duplicate by Alfred Weeks Szlumper on behalf of the Company and John Montague Newnham on behalf of the corporation and the corporation may when they think fit use such land for widening and improving Dagnall Park Road but for no other purpose :
- (2) In constructing the widening of the bridge carrying the Croydon and Balham line over Dagnall Park Road Selhurst by this Act authorised the Company shall carry out the same by means of girder construction and shall provide throughout a clear headway of fourteen feet over the road and the said widening shall so far as practicable be made and maintained so as to prevent the dripping of water upon the road and footways thereunder and the parapets of the bridge as so widened shall be constructed and maintained at a height of not less than five feet above the level of the station platform :
- (3) The Company shall erect or place under the widened part of the said bridge a lamp (in



addition to any lamps already provided or required to be provided by the Company thereunder) in a position to be approved by the corporation and the Company shall pay to the corporation the cost of maintaining such lamp and any cost of lighting the same between sunrise and sunset which may be reasonably incurred :

- (4) The Company shall not fix or exhibit or permit to be fixed or exhibited upon the said bridge as so widened within view of any public street or place any placard or advertisement except such as shall have been approved in writing by the town clerk of Croydon and if any placard or advertisement be fixed or exhibited without such approval the corporation by their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting placards or advertisements giving information to the public as to the business of the Company :
- (5) The Company shall not execute or commence the said widening or any works connected therewith until they shall have given to the corporation twenty-one days' notice in writing of their intention so to do by leaving such notice at the office of the said town clerk with plans elevations sections and other necessary particulars of the proposed works or until the corporation or an arbitrator appointed in pursuance of this section shall have signified their or his approval of the same Provided that if the corporation fail to signify their disapproval or other requirement within twenty-one days after service of the notice and delivery of the said plans elevations sections and other particulars as aforesaid they shall be deemed to have approved thereof :
- (6) The Company shall comply with and conform to all reasonable requirements of the corporation in the execution of the said widening and works and shall save harmless the corporation against all and every expense to be occasioned thereby and such widening and works shall be executed

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to the reasonable satisfaction of the engineer of the corporation at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the corporation may reasonably incur in connection with the execution of the said widening and works shall be paid to the corporation by the Company :

- (7) If any work in connection with the said widening passes over under or by the side of or interferes with or endangers any sewer drain culvert water main electric cable or work under the jurisdiction or control of the corporation or in any way affects the existing sewerage drainage electric or water supply of the borough of Croydon the Company shall make such provision as the corporation may reasonably require for the proper protection of and for preventing injury or impediment to the said sewers drains culverts water mains electric cables and works by reason of such widening or works connected therewith or any part thereof and shall save harmless the corporation against all and every expense to be occasioned thereby and all works carried out in pursuance of this subsection shall be executed under the superintendence (if given after reasonable notice) and to the reasonable satisfaction of the engineer of the corporation but at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the corporation may reasonably incur in pursuance of this subsection shall be paid to the corporation by the Company :
- (8) (a) If at any time during the construction of the said widening or works connected therewith or at any time after the completion thereof the corporation shall give notice in writing to the Company under the hand of the said town clerk stating that it is the intention of the corporation to lower the carriageway under the Dagnall Park Road Bridge (including the said widening thereof) so as to secure an increased headway to such bridge the corporation may

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without hindrance or objection from the Company lower such carriageway to a depth of not exceeding two feet from the existing level thereof and the Company shall simultaneously with or prior to such lowering at their own expense construct and carry out any underpinning or strengthening of the abutments of the said bridge (including the widening thereof) which may in their opinion be necessary ;

(b) The said lowering shall be carried out in other respects by the corporation at their own expense but under the superintendence (if given) and to the reasonable satisfaction of the engineer of the Company :

- (9) Any question which shall arise between the Company and the corporation under the provisions of this section shall be referred to and determined by a single arbitrator to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and determination.

**43.** For the protection of the county council of the administrative county of Surrey (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company apply and have effect with respect to the widening by this Act authorised of the bridge carrying the Caterham Branch over Godstone Road Purley (in this section referred to as "the bridge widening") (that is to say) :—

For protection of Surrey County Council.

- (1) The bridge widening and the works connected therewith shall be of a reasonably ornamental character and design and shall so far as practicable be made and maintained so as to prevent the dripping of water therefrom on any part of the roadway or footways thereunder :
- (2) The bridge widening shall be supported on two stanchions to be erected in line with the piers of the existing bridge :

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(3) The Company shall not commence the construction of the bridge widening or any works in connection therewith until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans elevations sections and all other necessary particulars thereof and until the council have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-eight 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 construction of the bridge widening and works and shall save harmless the council against all and every expense to be occasioned thereby The bridge widening and works shall be executed to the reasonable satisfaction of the council at the cost charges and expenses in all respects of the Company and all costs charges and expenses to which the council may be put by reason of the construction of the bridge widening and works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company :

(4) Any difference which may arise between the council and the Company under the provisions of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to the reference.

For protection of Richmond Corporation.

44.—(1) Notwithstanding the stopping up of the level crossing of the Windsor line over Manor Road in the borough of Richmond by this Act authorised the mayor aldermen and burgesses of the said borough (in

this section referred to as "the corporation") shall be entitled— A.D. 1927.

- (a) to retain maintain repair and use any mains pipes or other apparatus for the supply of water now belonging to them and situate in and under the said level crossing;
- (b) to retain maintain repair renew enlarge and use any sewers and other works for the purpose of sewerage or drainage now belonging to them and situate in and under the said level crossing; and
- (c) to exercise in reference to such works and apparatus all such powers as they could have exercised if the level crossing had not been closed.

(2) Any difference which may arise between the Company and the corporation under this section shall be referred to and determined by an engineer to be appointed failing agreement by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

**45.** Nothing in this Act contained authorises the Company—

- (1) to take enter upon use or interfere with any land soil or water or any right in respect thereof for the time being vested in or in the occupation of or exercised or exerciseable by His Majesty's Principal Secretary of State for the War Department (in this section referred to as "the Secretary of State") or in of or by any other person body or corporation acting for or on behalf of the Secretary of State without his consent signified in writing under his hand which consent he is authorised to give subject to such special or other conditions as he shall see fit to impose on the Company; or
- (2) to take away lessen prejudice or alter any rights privileges or powers vested in or exercised or exerciseable by the Secretary of State without such consent as aforesaid.

For protection of War Department.

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For protection of  
York Town  
and Black-  
water Gas  
Company.

**46.** For the protection of the York Town and Blackwater Gas Company (in this section referred to as "the undertakers") the following provisions shall unless otherwise agreed in writing between the undertakers and the Company and notwithstanding anything contained in this Act or shown on the deposited plans and sections apply and have effect :—

- (1) In constructing the road diversion of the Basingstoke to Staines Road at Blackwater the Company shall construct the same in such manner as not to interfere with the existing right of way over the property numbered on the deposited plans 6 in the urban district of Frimley in the county of Surrey and so as not to interfere in any manner with the access to or exit from the works and lands of the undertakers :
- (2) In constructing the bridge shown on the deposited plans and sections to carry the Basingstoke to Staines Road over the existing railway of the Company the Company shall provide such accommodation beneath the surface of the road or footpath thereof as may be reasonably necessary for carrying any mains pipes cables tubes fittings or other apparatus (in this section referred to as "apparatus") of the undertakers over the railway or shall make such other provisions for such apparatus as may be reasonably required and the Company shall on demand repay to the undertakers the reasonable cost of so carrying over the railway any apparatus of the undertakers existing at the passing of this Act :
- (3) At least twenty-eight days before commencing any works by this Act authorised which may affect any apparatus of the undertakers the Company shall deliver to the undertakers plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works :



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(4) If it should appear to the undertakers that such works will interfere with endanger or render useless or partially useless any of their apparatus or impede the supply of gas or electricity the undertakers may give notice to the Company to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to lay additional new apparatus to connect up any apparatus or any part thereof rendered useless or partially useless by any such works of the Company in such manner as may be reasonably necessary and to lay or place under or over any apparatus cement concrete or other like substance and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (in this section referred to as "protective works") shall be settled as hereinafter provided and all such protective works shall save as hereinafter provided be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence if such be given of the engineer of the undertakers :

(5) If the undertakers by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works of the Company so require the undertakers may by their own engineer or workmen do and execute such protective works so far as they affect the apparatus of the undertakers and the Company shall on completion thereof pay to the undertakers the reasonable expenses incurred by them in the execution of such protective works The Company shall afford to the undertakers all reasonable facilities for the purpose of enabling the undertakers to carry out any such protective works specified in such notice Provided that if for twenty-eight days after any such notice is given to the Company by the undertakers the undertakers neglect to proceed

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with all practicable diligence to carry out such protective works the Company may forthwith proceed with the works by this Act authorised as if such notice had not been given to them :

- (6) In the event of such plans sections and particulars so delivered to the undertakers as aforesaid not being objected to within twenty-eight days from the receipt thereof they shall be deemed to have been approved by the undertakers. The works to which the said plans sections and particulars respectively relate shall not be executed except in accordance therewith as approved by the undertakers or as determined by arbitration as hereinafter provided :
- (7) The Company shall not in connection with any of the works by this Act authorised raise sink or otherwise alter the position of any apparatus of the undertakers or alter the level of any street road or other place in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet unless the Company shall in such case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the undertakers :
- (8) The undertakers may where reasonably necessary employ watchmen or inspectors to watch and inspect any works by this Act authorised whereby any apparatus of the undertakers may be interfered with or affected during construction repair or renewal of any such works and the reasonable wages of such watchmen or inspectors shall be borne by the Company :
- (9) The Company shall pay to the undertakers the reasonable cost of and incidental to the cutting off of any apparatus of the undertakers rendered derelict or unnecessary by the execution of any of the works by this Act authorised from any other apparatus of the undertakers and of and incidental to any other works or things rendered necessary in consequence of such apparatus being rendered derelict or unnecessary :

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(10) The reasonable expense of all repairs or renewals of any apparatus of the undertakers or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the exercise by the Company of the powers conferred upon them by this Act or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this Act authorised or rendered necessary by reason of any subsidence resulting from such works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :

(11) The Company in executing any works under this Act or in removing or raising or otherwise altering the position of any apparatus of the undertakers shall make good all damage done by them to the apparatus or other property of the undertakers :

(12) The Company shall make reasonable compensation to the undertakers for any loss or damage which they may sustain by reason of any interference with their apparatus or property under the powers of this Act or of the construction failure or user of the works by this Act authorised or by the exercise by the Company of the powers conferred upon them by this Act or by the act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this Act authorised The Company shall also indemnify the undertakers in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the undertakers :

(13) Any difference which shall arise under this section between the Company and the undertakers or their respective engineers shall be referred to and settled by an arbitrator to be appointed on the application of either party by

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the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration :

- (14) The provisions of this section shall apply for the protection of the undertakers in respect of the works by this Act authorised so far as their electricity undertaking is concerned in substitution for the provisions for their protection contained in section 15 of the Electric Lighting Act 1882 and sections 17 and 18 of the Schedule to the Electric Lighting (Clauses) Act 1899.

Power to deviate in construction of works.

**47.** In constructing the works by this Act authorised the Company may deviate laterally from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the dock works and the quay shown on the deposited sections thereof to any extent not exceeding ten feet upwards or downwards and may deviate from the levels of the railway and widenings of railway by this Act authorised shown on the deposited sections thereof in accordance with the provisions of the Railways Clauses Consolidation Act 1845 and may deviate from the levels of the other works shown on the deposited sections thereof to any extent not exceeding five feet upwards or downwards Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Underpinning of houses near works.

**48.** 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 such 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 or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or 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 or 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 or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator 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 Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (6) 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 any further injury arising

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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 the requirements of and in the mode prescribed by the arbitrator 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 :

- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this section shall subject to the provisions of this Act be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Height and  
span of  
bridges.

49. The Company may make the arches of the bridges for carrying the works over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

Work.	No. on Deposited Plan.	Area.	Description of Road.	Height.	Span.
Widening (No. 2).	17	Metropolitan borough of Lambeth.	Public carriage road.	ft. in. 14 7	ft. in. 63 6
Widening of Albert Road Bridge.	4	Metropolitan borough of Camberwell.	Public carriage road.	14 6	40 0
Widening of bridge.	1	County borough of Croydon.	Public carriage road.	14 0	40 0



**50.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway or the widenings of railway by this Act authorised or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road highway or approaches is permanently altered so as to increase the gradient. Provided that nothing in this section shall relieve the Company from any liability which they were under immediately prior to the passing of this Act for the maintenance of the surface of any such highway or approach.

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Repair of roads where level not permanently altered.

**51.** Notwithstanding anything contained in section 13 (Construction &c. of bridges in county of London) of the Southern Railway Act 1926 "the signed plan marked A" referred to in subsections (1) and (2) of that section shall be the plan marked "A" which has been signed in triplicate by the Right Honourable James Fitzalan Hope the Chairman of the Committee of the House of Commons to whom the Bill for this Act was referred whereof one copy has been deposited in the Committee and Private Bill Office of the House of Commons one copy at the Parliament Office of the House of Lords and one copy with the London County Council.

Amendment of section 13 of Act of 1926.

**52.—**(1) The Company may lay maintain renew repair inspect test use and work electric cables mains and other works and apparatus in under and along the lands following delineated on the deposited plans and described in the deposited book of reference (that is to say) :—

Power to lay electric cables.

- (a) in the urban district of Beckenham in the county of Kent in under and along Elmers End Road from the bridge carrying the Norwood Spur line over that road to the bridge carrying that road over the Mid-Kent line; and
- (b) in the urban district of Epsom and the parish of Ewell in the rural district of Epsom in the county of Surrey from the south side of the railway goods yard at Epsom Town Station opposite Pikes Hill in under and along Station

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Road Pikes Hill Church Road Albert Road  
College Road and Longdown Lane to the  
south-west corner of Epsom Downs Station;

and the Company may for those purposes subject to the provisions of sections 11 13 14 16 17 18 and 20 of the schedule to the Electric Lighting Clauses Act 1899 but without acquiring any easement therein or thereunder enter upon break up and otherwise interfere with the said roads and lane and the said sections shall apply in relation to the exercise of the powers of this section as if the Company were the undertakers and this Act were the Special Order :

Provided that all the provisions for the protection of the Postmaster-General and his telegraphic lines which are contained in the Electricity (Supply) Acts 1882 to 1926 and in the schedule to the Electric Lighting (Clauses) Act 1899 shall so far as applicable extend and apply to any works and apparatus laid down or worked under this section.

(2) All cables mains works or apparatus authorised to be constructed or renewed by this section shall be constructed or renewed so that no part of such cables mains works or apparatus shall be level with or project above the surface of the ground except that any inspection chamber or draw-through pits may be constructed in accordance with the provisions of this section.

(3) Any inspection chamber street box draw-through pit or similar structure constructed or renewed under the powers conferred by this section shall be furnished with a suitable manhole cover which when fitted shall not project at any point above the level of the surrounding road or pavement and shall not be larger than three feet by two feet.

(4) All works shall be so executed by the Company as not to stop or so far as reasonably practicable impede or interfere with the traffic on any road and the Company shall not break up at any one time a greater consecutive length than one hundred and fifty yards of any road and if the Company interfere with the use of any road at more than one place simultaneously a distance of at least one hundred and fifty yards shall intervene between any two such places.

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(5) If at any time the Company interfere with any road for a distance of more than one hundred yards in such a manner as to prevent the passage of more than one vehicle at a time they shall provide at a point as near as may be equidistant from the termini of the trench a place where vehicles may pass each other.

(6) No work shall be carried out by the Company upon any part of any road referred to in paragraph (b) of subsection (1) of this section during any race meeting on Epsom Downs or during one week prior to any such meeting and no materials shall be deposited or left on any such road during such period and the whole of such road shall throughout such period be available for the free passage of traffic thereon and thereover.

**53.** For the protection of the Metropolitan Water Board the Sutton District Water Company and the Wandsworth Wimbledon and Epsom District Gas Company (each of whom are in this section respectively referred to as "the undertakers") the following provisions shall unless otherwise agreed between the Company and the undertakers have effect in substitution for the provisions of section 18 of the schedule to the Electric Lighting (Clauses) Act 1899 (that is to say):—

For protection of Metropolitan Water Board and others.

- (1) Where the Company require to dig or sink any trench for laying down or constructing any cable main work or apparatus under the powers of the section of this Act of which the marginal note is "Power to lay electric cables" within six feet of any main pipe work or apparatus of the undertakers (in this section referred to as "apparatus of the undertakers") they shall except in case of emergency twenty-eight days before commencing such works deliver to the undertakers plans thereof and if it shall appear to the undertakers that such works will interfere with or endanger or prevent proper access to the apparatus of the undertakers or impede the supply of water or gas as the case may be by means thereof the undertakers may within twenty-eight days after the receipt of such plans give notice to the Company to lower or otherwise alter the position of

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or to support or lay or place cement concrete under the apparatus of the undertakers or surround such cable main work or apparatus of the Company with efficient insulating material (in this section referred to as "protective works") in such manner as may be necessary for protecting the apparatus of the undertakers from injury and any difference as to the necessity for the protective works shall be settled by arbitration :

- (2) If the Company shall not dispute such necessity or if the arbitrator determines that the protective works are necessary the same shall subject as herein provided be executed in accordance with the requirements of the undertakers or the decision of the arbitrator as the case may be :
- (3) If the undertakers at the time of giving such notice as aforesaid to the Company express the desire themselves to execute any protective works which may be agreed or decided to be necessary as the case may be they may by their own engineer and workmen execute the same and in that event shall do so with all reasonable dispatch and the Company shall on the completion thereof pay to the undertakers the reasonable expenses incurred by them in such execution. Provided that if the undertakers fail to execute such protective works with all reasonable dispatch after request in writing from the Company so to do the same may notwithstanding such notice be executed by the Company :
- (4) If any interruption in the supply of water or gas as the case may be by the undertakers without their written authority be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the undertakers for the use and benefit of the undertakers a sum not exceeding twenty pounds

for every day during which such interruption shall continue : A.D. 1927.

- (5) The expense of all repairs or renewals of any apparatus of the undertakers or of any works in connection therewith which may be rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the said works or within twelve months from the completion thereof shall be borne and paid by the Company :
- (6) Any difference which shall arise under this section (other than a difference as to the construction or meaning of the said section) between the Company and the undertakers or between their respective engineers shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

**54.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned (that is to say) :—

Power to  
Company  
to acquire  
lands.

In the county of London—

Lands in the metropolitan borough of Lewisham being portions adjoining the railway of the premises known as Nos. 37 to 57 (odd numbers) 51A 53A and 57A Silverdale.

In the county of Surrey—

Lands in the urban district of Coulsdon and Purley on the north side of and adjoining the Caterham Branch and forming part of the garden of Kenley police station.

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Lands in the urban district of Sutton and in the parish of Cheam in the rural district of Epsom on the north side of and adjoining Western Road and extending from Tate Road to a point 40 yards east thereof.

Lands in the parish of Ewell in the rural district of Epsom adjoining the south-west corner of Epsom Downs Station and on the north side of and adjoining Longdown Lane.

In the county of Southampton—

Lands in the borough of Christchurch on the west side of and adjoining the Ringwood Christchurch and Bournemouth Railway and extending between points respectively 420 yards north and 353 yards south of Mill Road.

Lands in the county borough of Bournemouth on the north side of and adjoining the Ringwood Christchurch and Bournemouth Railway between Ashley Road and Gloucester Road and between Gloucester Road and the cemetery.

In the county of the Isle of Wight—

Lands in the parish of South Arreton in the rural district of the Isle of Wight on the south side of and adjoining the Isle of Wight Newport Junction line and extending for a distance of 240 yards west of the road crossing the railway at Horrington Station.

In the county of Devon—

Lands in the parish of Braunton in the rural district of Barnstaple on the east side of and adjoining the Barnstaple and Ilfracombe line between Caen Street and a point 32 yards north thereof.

For protection of West Hampshire Water Company.

**55.** For the protection of the West Hampshire Water Company (in this section referred to as "the water company") the following provisions shall unless otherwise agreed in writing between the Company and the water company apply and have effect (that is to say):—

(1) The Company shall not in exercise of the powers conferred upon them by this Act acquire any



interest in any land in respect of which the water company possess an easement or right of constructing or maintaining any work except subject to the rights of the water company in or over such land :

- (2) Not less than twenty-eight days before commencing any works in over or affecting any parts of the lands in the borough of Christchurch described or referred to in the section of this Act of which the marginal note is "Power to Company to acquire lands" (which lands are in this section referred to as "the said lands") in under or over which any mains pipes valves hydrants or other apparatus of the water company (in this section referred to as "apparatus") are situate or within ten feet of any apparatus situate in under or over the said lands or commencing to raise sink or otherwise alter the position of any such apparatus the Company shall submit to the engineer of the water company for his reasonable approval detailed plans sections and particulars of the proposed works and of any apparatus to be provided in connection therewith Any difference between the water company and the Company with respect to such plans sections and particulars as aforesaid shall be determined by arbitration as hereinafter provided Provided that if the said engineer fails to signify his disapproval or requirements within twenty-eight days after the submission to him of the said plans sections and particulars as aforesaid he shall be deemed to have approved thereof The works to which the said plans sections and particulars respectively relate shall be executed in accordance therewith as approved by the said engineer or as determined by arbitration as hereinafter provided :
- (3) If the water company by notice in writing to the Company within twenty-eight days after the submission to them of any such plans sections and particulars as aforesaid so require they may themselves provide and lay or construct such new or substituted apparatus or any part

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thereof (to be of a capacity equivalent to the existing apparatus) or make such alteration of any apparatus of the water company as may be necessitated by the works of the Company and the Company shall repay to the water company the cost reasonably incurred by them in so doing.

The Company shall afford to the water company reasonable facilities for the purpose of enabling the water company to carry out any works which the water company elect to carry out under the provisions of this subsection. Provided that if for twenty-eight days after any such notice is given to the Company by the water company the water company neglect to proceed with all practicable diligence to exercise the powers conferred on them by this subsection the Company may forthwith proceed to carry out such works as if such notice had not been given :

- (4) The Company shall not raise sink or otherwise alter the position of any apparatus of the water company situate in under or over the said lands or alter the level of the said lands or any street or road thereon so as to leave over any such apparatus a covering of less than three feet or more than five feet :
- (5) The connection between any new altered main or pipe whether provided or laid by the Company or by the water company and any existing main or pipe and any connections between existing mains or pipes of the water company which may become necessary by reason or in consequence of any works of the Company in over or affecting the said lands shall be made by the water company and the reasonable expense thereof shall be repaid to the water company by the Company. Any new or altered main or pipe provided or laid by the Company shall as from the completion of such connection become the property of the water company and be maintainable by them :
- (6) The reasonable expense of all repairs or renewals of any apparatus of the water company or any

works in connection therewith which may during the construction of the works of the Company in over or affecting the said lands or within twelve months after the completion thereof be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or by reason or in consequence of any subsidence resulting from the works of the Company shall be borne by the Company and paid by them to the water company :

- (7) (a) Where any apparatus is provided and laid in substitution for any existing apparatus of the water company such existing apparatus shall become and be for all purposes the property of the Company ;

(b) The Company shall pay to the water company the value of any apparatus of the water company (other than apparatus for which the Company provide substituted apparatus) which shall be rendered derelict owing to the works or operations of the Company and the apparatus the value of which is so paid by the Company shall thereupon become the property of the Company ;

The value of any apparatus so rendered derelict shall be deemed to be the ascertained original capital cost of providing and laying such apparatus :

- (8) In addition to any other payment to be made by the Company to the water company under the provisions of this section the Company shall pay to the water company—

(a) their reasonable charges of and incidental to the cutting off (in connection with the construction of any works of the Company in over or affecting the said lands) of any apparatus from any other apparatus of the water company and of and incidental to any other works or things which the water company may reasonably deem it necessary or expedient to execute or do by reason of

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any apparatus of the water company being rendered derelict by or in consequence of the construction of such works; and

(b) any cost reasonably incurred by the water company in the provision and the laying or placing of any apparatus which may be necessary in order to re-establish any communication or connection with existing apparatus which may be interrupted or severed by the Company:

- (9) In executing any works in over or affecting the said lands and in carrying out any removal or alteration of or interference with any apparatus of the water company the Company shall not interrupt the continuous supply of water by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the water company proper and sufficient substituted apparatus:
- (10) If any interruption in the supply of water by the water company shall without their written authority be in any way occasioned by the execution or failure of any works of the Company in over or affecting the said lands or required by this section or by reason of any act or omission of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall pay to the water company for the use and benefit of the water company by way of liquidated damages the sum of five pounds for every hour during which such interruption shall continue:
- (11) The Company shall make good all damage done by them to any apparatus of the water company in the execution of works in over or affecting the said lands and shall indemnify the water company in respect of any actions claims or demands arising out of any interference with any such apparatus:
- (12) The Company shall from time to time pay to the water company any additional expenses which

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the water company may reasonably incur in effecting any repairs or renewals of any apparatus of the water company by reason of the existence of any works of the Company in over or affecting the said lands :

- (13) Nothing contained in the section of this Act of which the marginal note is "As to private rights of way over lands acquired" shall prejudice or affect the water company in the use and enjoyment of any private right of way now used and enjoyed by them across the said lands and crossing on the level the Ringwood Christchurch and Bournemouth Railway in the borough of Christchurch at a point one hundred and sixty-nine yards or thereabouts to the north of the level crossing at Mill Road Any works of the Company in over or affecting the part of the said lands over which the said private right of way is used or enjoyed by the water company as aforesaid shall be constructed to the reasonable satisfaction of the water company and in accordance with plans sections and particulars previously submitted to and reasonably approved by the engineer of the water company :
- (14) Any works of the Company in over or affecting the said lands or any part thereof shall be constructed in such manner as not to obstruct any culverts or drains passing in through or under the said lands or any part thereof or any lands adjacent thereto or to interfere with the flow of water through any such culverts or drains and the Company shall maintain in good order and repair such culverts or drains :
- (15) The Company shall not use the said lands or any part thereof in such manner as injuriously to affect the water in any reservoir filter beds or other waterworks of the water company for the time being existing on the lands of the water company situate on the east side of the said Ringwood Christchurch and Bournemouth Railway :

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(16) Any difference which shall arise under this section (other than under subsection (15) hereof) between the water company and the Company shall be referred to and determined by an engineer to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

Period for compulsory purchase of lands.

56. The powers granted by this Act for the compulsory purchase of lands shall cease on the first day of October one thousand nine hundred and thirty.

Stopping up roads and footpaths without providing substitute.

57. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Stopping up roads and footpaths in case of diversion.

58. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new road or footpath is completed to the satisfaction of the road authority and is open for public use or in case of difference between the Company and the road authority until two justices shall have certified that the new road or footpath has been completed to their satisfaction and is open for public use.



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Before applying to the justices for their certificate the Company shall give to the road authority of the district in which the existing road or footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing roads or footpaths or portions authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

**59.** Subject to the provisions of the section of this Act of which the marginal note is " Repair of roads where level not permanently altered " any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish district borough or city as the road or footpath or portion of road or footpath in question.

Further provision as to repair of roads and footpaths.

**60.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished. Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled

As to private rights of way over lands acquired.

A.D. 1927. in manner provided by the Lands Clauses Acts with  
— reference to the taking of lands otherwise than by  
agreement.

Owners  
may be  
required to  
sell parts  
only of  
certain  
properties.

**61.** And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material detriment thereto Therefore the following provisions shall have effect :—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties" :
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder

without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be

A.D. 1927.  
—

so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises.

Power to acquire easements compulsorily in certain cases.

**62.** Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Company shall not be required to purchase any of the properties shown on the deposited plans of the culverts and new road at Southampton authorised by this Act but they may purchase and take such easements and rights in over or under any such lands as they may require for making maintaining and using any such work as aforesaid and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts except that no such easement or right shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845.

Power to certain owners to grant easements.

**63.** 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 of the Lands Clauses Acts with respect to lands and rentcharges so far as the same are applicable in that behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

A.D. 1927.

**64.** The Company and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon giving in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used by them for the purpose of surveying and valuing the said lands and premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and premises.

Power to enter upon property for survey and valuation.

**65.** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper

Costs of arbitration in certain cases.



A.D. 1927. — under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in case of recently altered buildings.

**66.** In settling any question of disputed purchase money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and twenty-six if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the Company of such lands.

Power to make agreements with road authorities &c.

**67.** The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be altered or stopped up with reference to the construction or contribution towards the costs of such alteration or of any new road street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing and maintaining all or any of such alterations or new roads streets footpaths or highways in which they may be interested including the structure of any bridge over or under any railway and any expenses incurred by a local authority under and for any of the purposes of this section shall be deemed to be expenses incurred in the execution and under and for the purposes of the Public Health Act 1875 and any expenses incurred by a county council under this section for a purpose to which capital is properly applicable shall be deemed to be and be



defrayed as expenses incurred by the county council in exercise of their powers as a highway authority and the enactments relating to such expenses including the provisions thereof as to borrowing shall apply accordingly. A.D. 1927.

68. The Company may hold use and appropriate for the purposes of their undertaking the following lands and premises which have already been acquired by them and the expenditure of money by the Company in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say) :—

Confirmation of purchase of lands by Company.

In the county of Middlesex—

Land in the urban district of Teddington situate between the Company's Fulwell Station and Clonmell Road.

In the county of Buckingham—

Lands in the parishes of Wyrardisbury and Datchet in the rural district of Eton situate on both sides of and adjoining the Company's railway west of Welley Road.

In the county of Kent—

Mines and minerals under lands in the parish of Shepherdswell otherwise Sibertswold in the rural district of Dover adjoining the Company's railway on the east side thereof and south of the road known as Church Hill.

Land in the city of Rochester on the south side of Station Road adjoining the Company's railway from Strood to Maidstone.

In the county of Surrey—

Lands and premises in the borough of Guildford known as Nos. 78 and 80 Walnut Tree Close.

Land and premises in the urban district of Sutton known as No. 51 Cumnor Road.

Land in the urban district of Chertsey on the north side of and adjoining the Company's railway east of Oyster Lane.

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In the county of East Sussex—

Lands in the parish of Heathfield in the rural district of Hailsham adjoining and on the east side of the Company's railway south of Heathfield Station.

In the county of Southampton—

Lands and premises in the parish of Millbrook in the rural district of South Stoneham—

(1) on the south-west side of and adjoining the Company's railway south-east of Redbridge Station;

(2) on the east side of and adjoining Redbridge Channel.

Lands in the parish of Wootton St. Lawrence in the rural district of Basingstoke situate on the north-west side of Oakley Lane north of the Company's railway.

Land in the parish of Mottisfont in the rural district of Romsey on the south side of and adjoining the Company's railway south of Dunbridge Station.

Lands in the parish of Bramshott in the rural district of Petersfield situate on the north-west side of and adjoining the Company's goods yard at Liphook Station.

In the county of the Isle of Wight—

Land and premises in the parish of Yarmouth in the rural district of the Isle of Wight and known as No. 2 Providence Villas Station Road.

In the county of Somerset—

Land in the parish and rural district of Chard situate on the south side of and adjoining the Company's Chard Junction Station.

In the county of Dorset—

Land and premises in the borough of Dorchester situate between Dorchester Station and the Company's railway from Upwey to Moreton.

Land in the parish of Winfrith Newburgh in the rural district of Wareham and Purbeck :— A.D. 1927.  
—

(1) on the north side of and adjoining the Company's railway east of the footpath leading from Hyford Cottage to Winfrith Heath;

(2) on the south side of and adjoining the Company's railway east of the road leading from East Burton to Giddy Green.

Land and premises in the parish of Wool in the rural district of Wareham and Purbeck on the north side of and adjoining the road leading from Wool Bridge to East Burton.

Lands in the parish of Thorncombe in the rural district of Beaminster on the south side of the River Axe south of the Company's Chard Station.

In the county of Devon—

Lands and premises in the urban district of Tavistock situate on the north side of Exeter Street and known as "Enfield."

**69.** The Company and the London Midland and Scottish Railway Company may hold use and appropriate for the purpose of the Somerset and Dorset Joint Railway lands and premises in the urban district of Burnham in the county of Somerset known as 20 Ashley Avenue which have already been acquired by them and the expenditure of money by the said companies in or about the purchase or acquisition thereof is hereby sanctioned and confirmed.

Confirmation of purchase of lands by Company and London Midland and Scottish Railway Company.

**70.**—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works

As to private street expenses in certain cases.

A.D. 1927. — and shall have no direct communication with such street.

(2) The expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban or rural authority as the case may be the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban or rural authority as the case may be shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban or rural authority as the case may be less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

(5) This section shall not apply to any street existing at the passing of this Act.

Extension  
of time for  
completion  
of works.

**71.** The periods now limited by the Wimbledon and Sutton Railway Act 1923 for the completion of so much of Railway (No. 5) authorised by the Wimbledon and Sutton Railway Act 1910 as is not authorised to be abandoned by the Act of 1924 and for the completion of the alteration of levels of the said Railway (No. 5) authorised by the said Act of 1923 are hereby extended until the first day of October one thousand nine hundred and thirty and the said Acts of 1910 and 1923 shall be read and construed as if the period limited by this section for the completion of the said works had been the period limited by the said Acts for the completion thereof respectively.

**72.** The period now limited by the Act of 1924 A.D. 1927. for the compulsory purchase of—

(a) lands required for the purposes of or in connection with railway (No. 2) the widening of the Company's Southampton and Dorchester Railway new roads (Nos. 2 3 and 4) Railway (No. 6) and widening (No. 3) at Elephant and Castle Station by that Act authorised;

Extension of time for compulsory purchase of lands.

(b) lands in the parishes of Birchington-on-Sea and Westgate-on-Sea in the rural district of the Isle of Thanet and in the county borough of Southampton and in the parishes of Dibden and Marchwood in the rural district of New Forest by that Act authorised to be acquired and described in section 45 (Power to Company to acquire lands) of that Act;

is hereby extended until the first day of October one thousand nine hundred and thirty but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

**73.**—(1) Subject to the provisions of this section the provisions of the Foreign Cattle Market Deptford Act 1898 (in this section referred to as "the Act of 1898") and of Part V (As to Deptford tramway) of the City of London (Various Powers) Act 1911 (in this section referred to as "the Act of 1911") shall so far as applicable and as amended by this Act apply to the tramway as now existing in Grove Street Deptford between the entrance to the supply reserve depôt of His Majesty's War department and its junction with the railway next hereinafter referred to as if it were the tramway authorised by the Act of 1898 and as if His Majesty's Principal Secretary of State for the War department (in this section referred to as "the Secretary of State") were referred to in the said Acts in lieu of the corporation.

Provisions as to tramway and railway in connection with Deptford Supply Reserve Depôt.

(2) The construction by the Secretary of State of the railway connecting the said tramway in Grove Street with the Deptford Wharf Branch of the Company is hereby sanctioned and confirmed and subject to the provisions of this section such of the provisions of the Act of 1898 as apply to Railway No. 2 authorised





(d) The supply of motive power for the working of the said tramway and railway; A.D. 1927.

(e) The payments to be made and the conditions to be performed in connection with the matters aforesaid;

(f) The management regulation interchange collection transmission and delivery of traffic upon or going from or destined for the said tramway and railway.

(6) The following enactments are hereby repealed :—

The Act of 1898—

Section 2 (Incorporation of Acts) so far as it incorporates sections 34 and 43 of the Tramways Act 1870;

Section 29 (As to purchase of tramway by local authority);

Section 36 (Rates for goods &c.);

Section 37 (Limitation of public traffic on undertaking); and

Section 47 (Annual receipts and expenditure of railways and tramway).

The Act of 1911—

Section 21 (Expenses of corporation in connection with tramway).

(7) Nothing contained in the Act of 1898 the Act of 1911 or this Act shall be construed to make any penalties recoverable against the Secretary of State.

**74.**—(1) Nothing in any agreement made under the authority of this Act shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railway the construction of which is confirmed by the last preceding section and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in the said railway for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the making of any such agreement be at liberty to exercise all the rights aforesaid notwithstanding that the said railway is worked by the Company as freely

For protection of Postmaster-General.

A.D. 1927. — and fully in all respects as he was entitled to do before the making of any such agreement.

(2) Subsection (4) of section 11 of the City of London (Various Powers) Act 1911 shall be read and have effect as if the words “generated or used by or supplied to” were inserted in that subsection in substitution for the words “generated by” and that section as so amended shall apply to the working of the said railway by electrical power by any person other than the Secretary of State as if that person were referred to therein in lieu of the corporation.

Application of certain sections of Act of 1924.

**75.** The provisions of section 63 (Power to lease &c. lands) and of section 91 (Powers as to building on or over lands) of the Act of 1924 shall extend and apply to any lands or premises acquired or held or which may hereafter be acquired or held by the Company under the powers of the Southern Railway Act 1925 the Southern Railway Order 1925 the Southern Railway Act 1926 or this Act.

Agreements with county councils for repair of roads.

**76.** The Company and the council of any administrative county in which any works of the Company are or may hereafter be situate may enter into and carry into effect agreements for the maintenance and repair by such council upon such terms and conditions and for such period as may be agreed between the Company and such council of any street or road for the maintenance and repair of which the Company may be liable.

As to harbour dock and pier bye-laws.

**77.** No harbour dock or pier byelaw to be made by the Company under the powers of the Harbours Docks and Piers Clauses Act 1847 or under any other Act or Order shall come into operation until it has received the confirmation of the Minister of Transport which confirmation shall be deemed to be the confirmation prescribed by section 85 of the said Act of 1847 or by any such other Act or Order as the case may be.

Power to contribute to and hold debenture stock of North Devon and Cornwall

**78.** The Company may contribute funds towards the undertaking of the North Devon and Cornwall Light Railway Company by lending money on mortgage to or subscribing for or taking debenture stock of the said light railway company to an amount not exceeding in the aggregate the sum of twenty-two thousand five

hundred and sixty pounds and the holding by the Company of debenture stock of the said light railway company in respect of funds already contributed by them is hereby sanctioned.

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—  
Light  
Railway  
Company.

**79.** The Company may guarantee and secure the payment of interest at a rate not exceeding six per centum per annum on an amount not exceeding one million pounds of stock of the Dover Harbour Board which may hereafter be issued and all sums paid by the Company in pursuance of any such guarantee shall be provided out of the gross revenue of the Company as part of the working expenses in the year in which the same are paid.

Power to  
guarantee  
interest  
on Dover  
Harbour  
stock.

**80.** The Company may appropriate and apply to all or any of the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Power to  
Company  
to apply  
funds.

**81.** Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Recovery of  
demands.

**82.** Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act 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.

Provision as  
to general  
railway  
Acts.

**83.** Within six months after the passing of this Act the Company shall produce to the Commissioners of Inland Revenue a King's Printer's copy of this Act stamped—

As to pay-  
ment of cer-  
tain stamp  
duty.

(a) with duty at the rate of two shillings and six pence for every one hundred pounds of the sum

A.D. 1927.  
—

of thirty-four thousand seven hundred and forty pounds payable under the section of this Act of which the marginal note is "For protection of Southampton Corporation"; and

- (b) with duty at the rate of two shillings and sixpence for every five pounds of the sum of one hundred pounds payable under the section of this Act of which the marginal note is "For protection of Newport Corporation";

and in default of such production the said duty with interest thereon at the rate of five pounds per centum per annum from the time hereinbefore fixed for production until payment shall be a debt due from the Company to His Majesty.

Crown  
rights.

**84.** Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Costs of Act.

**85.** 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 SCHEDULES referred to in the foregoing Act.

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**THE FIRST SCHEDULE.**

**RATES AT MEDINA QUAY.**

**PART I.**

*Tonnage Rates on Vessels.*

	Per net register ton.	
	s.	d.
For every vessel under 15 tons - - - - -	0	6½
For every vessel of 15 tons and under 50 tons - - - - -	0	9½
For every vessel of 50 tons and under 100 tons - - - - -	1	1
For every vessel of 100 tons and under 150 tons - - - - -	1	4
For every vessel of 150 tons and upwards - - - - -	1	7
<hr/>		
For all lighters for each trip - - - - -	0	9½
For all boats entirely open landing or taking on board goods each - - - - -	0	9½

**PART II.**

*Wharfage Rates on Goods &c. Landed at Shipped from or Passed over the Quay.*

Ale beer and porter - - - - -	per hogshead	0	9½
Ale (bottled) - - - - -	per dozen bottles	0	3
Anchors - - - - -	per cwt.	1	2½
Anchor stock - - - - -	per foot run	0	3
Bacon - - - - -	per cwt.	0	6½
Bark - - - - -	per ton	3	2½
Bones and bone dust - - - - -	per ton	2	5
Bottles - - - - -	per gross	1	2½
Bricks - - - - -	per 1,000	2	5
Butter - - - - -	per cwt.	0	5
Cables iron or hempen - - - - -	per ton	4	9½
Candles - - - - -	per cwt.	0	5
Carts (hand) - - - - -	per each	1	7
Casks (empty) - - - - -	per each	0	5
Cattle :—			
Bulls cows and oxen - - - - -	per each	4	9½
Calves - - - - -	per each	1	7
Horses - - - - -	per each	6	5
Pigs - - - - -	per each	0	9½
Sheep - - - - -	per each	1	7

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		s.	d.
Chalk - - - - -	per ton	1	7
Cheese - - - - -	per cwt.	0	6½
Clay - - - - -	per ton	1	7
Coal and coke - - - - -	per ton	1	7
Copper - - - - -	per ton	4	9½
Cordage - - - - -	per cwt.	0	5
Cork - - - - -	per cwt.	0	9½
Flax - - - - -	per ton	3	2½
Flour - - - - -	per cwt.	0	4
Furniture (household) - - - - -	per 5 cubic feet	0	6½
Game - - - - -	per dozen	0	6½
Grains - - - - -	per quarter	0	9½
Groceries (not enumerated) - - - - -	per cwt.	0	9½
Guano - - - - -	per ton	2	5
Hams - - - - -	per cwt.	0	6½
Hardware - - - - -	per ton	4	0
Hay - - - - -	per ton	2	5
Hemp - - - - -	per ton	3	2½
Hides :—			
Ox cow or horse (wet or dry) - - - - -	each	0	3
Iron :—			
Bar bolt rod and shots - - - - -	per ton	2	5
Pig and old iron - - - - -	per ton	1	7
Manufactured - - - - -	per ton	4	0
Kelp - - - - -	per ton	3	2½
Lard - - - - -	per cwt.	0	5
Lead - - - - -	per ton	4	0
Leather (tanned or dressed) - - - - -	per cwt.	0	5
Lemons - - - - -	per box	0	9½
Lime - - - - -	per ton	1	7
Limestone - - - - -	per ton	1	7
Machinery - - - - -	per ton	4	0
Manure (not enumerated) - - - - -	per ton	1	7
Meal - - - - -	per cwt.	0	4
Meat (fresh) - - - - -	per cwt.	0	9½
Milk - - - - -	per gallon	0	1
Motor cars - - - - -	per cwt.	1	0
Oakum - - - - -	per cwt.	0	3
Oil - - - - -	per ton	3	2½
Oilcake - - - - -	per ton	3	2½
Oranges - - - - -	per box	0	9½
Ore - - - - -	per ton	1	7
Oysters - - - - -	per barrel	0	5
Paint - - - - -	per cwt.	0	6½
Perambulators - - - - -	each	1	7
Pitch - - - - -	per barrel	0	9½
Potatoes - - - - -	per cwt.	0	3



							s.	d.	A.D. 1927.	
Poultry	-	-	-	-	-	-	per dozen	0	6½	—
Rags	-	-	-	-	-	-	per ton	3	2½	
Roadstone	-	-	-	-	-	-	per ton	1	0	
Rope (old)	-	-	-	-	-	-	per ton	3	2½	
Salt	-	-	-	-	-	-	per cwt.	0	1½	
Sand	-	-	-	-	-	-	per ton	1	7	
Seeds	-	-	-	-	-	-	per quarter	0	9½	
Skins :—										
Calf dog goat or lamb	-	-	-	-	-	-	per dozen	0	9½	
Slates	-	-	-	-	-	-	per ton	3	3	
Soap	-	-	-	-	-	-	per cwt.	0	5	
Spirits	-	-	-	-	-	-	per hogshead	1	7	
Spirits	-	-	-	-	-	-	per gallon	0	1½	
Steel	-	-	-	-	-	-	per ton	4	9½	
Stone	-	-	-	-	-	-	per ton	2	5	
Sugar	-	-	-	-	-	-	per cwt.	0	5	
Tallow	-	-	-	-	-	-	per cwt.	0	5	
Tar	-	-	-	-	-	-	per barrel	0	9½	
Tiles	-	-	-	-	-	-	per 1,000	2	5	
Tin	-	-	-	-	-	-	per ton	4	9½	
Tobacco	-	-	-	-	-	-	per cwt.	2	5	
Tongues	-	-	-	-	-	-	per cwt.	0	6½	
Turnips	-	-	-	-	-	-	per ton	0	9½	
Turpentine	-	-	-	-	-	-	per barrel	0	9½	
Varnish	-	-	-	-	-	-	per barrel	0	9½	
Vegetables (not enumerated)	-	-	-	-	-	-	per cwt.	0	6½	
Vinegar	-	-	-	-	-	-	per hogshead	0	9½	
Vitriol	-	-	-	-	-	-	per carboy	1	7	
Wine	-	-	-	-	-	-	per hogshead	1	7	
Wine (bottled)	-	-	-	-	-	-	per dozen bottles	0	3	
Wood :—										
Fir pine and other descriptions (not enumerated)	-	-	-	-	-	-	per load of 50 ft.	2	5	
Oak or wainscot	-	-	-	-	-	-	per load of 50 ft.	3	2½	
Firewood	-	-	-	-	-	-	per fathom of 216 cub. ft.	2	5	
Laths and lathwood	-	-	-	-	-	-	per fathom of 216 cub. ft.	4	0	
Lignum vitæ fustic logwood mahogany and rosewood	-	-	-	-	-	-	per ton	3	2½	
Wool	-	-	-	-	-	-	per cwt.	0	6½	
Yarn	-	-	-	-	-	-	per cwt.	0	3	
Zinc	-	-	-	-	-	-	per ton	4	9½	

In charging the rates on goods &c. the gross weight or measurement to be reckoned.

For any less weight measure or quantity than above specified a portion of the rate to be charged.

A.D. 1927.

## PART III.

*Rates on Passengers Luggage and Baggage.*

	<i>s.</i>	<i>d.</i>
For every passenger or person using the quay - -	0	6
For every trunk portmanteau box parcel or other package within the description of luggage or baggage :—		
Not exceeding 28 lbs. - - - - -	0	2
Exceeding 28 lbs. and not exceeding 84 lbs. -	0	4
Exceeding 84 lbs. and not exceeding 112 lbs. -	0	5
Exceeding 112 lbs. and not exceeding 140 lbs. -	0	6
Exceeding 140 lbs. and not exceeding 196 lbs. -	0	7
Exceeding 196 lbs. and not exceeding 2 cwt. -	0	8
For every cwt. beyond 2 cwt. - - - - -	0	4
For every 28 lbs. weight or any part thereof in addition - - - - -	0	1

## THE SECOND SCHEDULE.

PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN  
COMPULSORILY.

Work or Lands.	Area.	Nos. on Deposited Plans.
Reclamation or Quay Wall (No. 1). Culverts (Nos. 1 2 3 4 5 6 and 7).	County borough of Southampton.	6 12 14 15 16 22 23.
Widening (No. 1) - -		
Widening (No. 2) - -	Metropolitan borough of Lambeth.	18 to 21 inclusive.
Road at Richmond	Borough of Richmond (Surrey).	2 3 6 to 10 inclusive 14 16 to 21 inclu- sive 60 to 63 in- clusive.
Road at Blackwater	Parish of Hawley -	6 9 21.
	Parish of Frimley -	6.
Lands at Sydenham	Metropolitan borough of Lewisham.	1 to 11 inclusive.
Lands at Kenley - -	Urban district of Coulsdon and Pur- ley.	1.
Lands at Sutton - -	Urban district of Sutton.	1.
	Parish of Cheam -	1.
Lands at Braunton	Parish of Braunton -	1.

THE THIRD SCHEDULE.

A.D. 1927.

THIS AGREEMENT made the 18th day of September 1924 between HIS MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT (hereinafter called "the Secretary of State") of the one part and the MAYOR ALDERMEN AND COUNCILLORS OF THE METROPOLITAN BOROUGH OF DEPTFORD (hereinafter called "the Corporation") of the other part.

WHEREAS some time since the Secretary of State in connection with the use by him of the Deptford Cattle Market as a supply reserve depôt constructed a railway from the London Brighton and South Coast Railway to the said cattle market which railway so constructed is shown on the plan annexed hereto and is hereinafter referred to as "the additional railway":

And whereas the additional railway crosses the streets known as Sayes Street and Windmill Lane in manner shown on the said plan which streets are repairable and maintainable by the Corporation:

And whereas the Secretary of State is desirous that the additional railway should be permanently retained in its present position and the Corporation is willing to assent thereto on the terms hereinafter appearing.

Now it is hereby agreed as follows:—

1. The Secretary of State shall on the execution of this agreement pay to the Corporation the sum of £108 18s. 4d. in full and final discharge of all claims by the Corporation in respect of all additional expenses caused or which may be caused to the Corporation by reason of the existence of the additional railway.

2. The Corporation shall release and hereby releases the Secretary of State and his successors and his and their assigns the owner or owners for the time being of the additional railway from all claims and demands by the Corporation for payment or compensation in respect of the past or future additional cost caused to the Corporation by reason of the existence of the additional railway.

3. The Corporation shall consent and hereby consents to the permanent retention by the Secretary of State and his successors and his and their assigns of the additional railway in its present position and shall at no time hereafter raise any objection to such permanent retention.

