

[19 & 20 GEO. 5.] *Southern Railway* [Ch. xlviii.]
Act, 1929.



CHAPTER xlviii.

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 to abandon certain railways and works and for other purposes. [10th May 1929.]

A.D. 1929.

WHEREAS it is expedient that the Southern Railway Company (in this Act referred to as "the Company") should be empowered to construct the 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 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 use of a portion of the Greenwich Park line of the Company authorised by the London Chatham and Dover Railway Act 1863 and the London Chatham and Dover Railway (Further Powers) Act 1881 has for many years been discontinued owing to the absence of any appreciable amount of traffic and it is expedient that the maintenance and use thereof should be abandoned as by this Act provided:

[Price 2s. Net].

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— And whereas it is expedient that the Company should be empowered to apply their funds to the purposes of this Act and to the general purposes of their undertaking and that the other powers in this Act mentioned should be conferred :

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) :—

Short title.

1. This Act may be cited for all purposes as the Southern Railway Act 1929.

Interpre-
tation.

2. In this Act unless there be something in the subject or context repugnant to such construction 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 railway” means the railway by this Act authorised;

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

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

“The Act of 1926” means the Southern Railway Act 1926; A.D. 1929.

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.

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):— Incorporation of general Acts.

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 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. For the purposes of the incorporation of the Railways Clauses Consolidation Act 1845 with this Act or any existing Act of the Company the expressions “parish clerks” and “clerks of several parishes” where used in sections 7 8 and 9 of the said Act of 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs and the town clerk of the city of London. Interpretation of terms “parish clerks” &c.

5. 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 Protection of gas and water mains of local authorities.

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A.D. 1929. — revenues in respect of gas or water (as the case may be) are appropriated.

Power to
make
railway.

6. 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 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) :—

A railway in the metropolitan borough of Camberwell commencing by a junction with the Company's South London line at a point 43 yards east of the bridge carrying that line over Rye Lane and terminating by a junction with the Company's Crystal Palace branch at a point 60 yards south-east of the bridge carrying that branch over Albert Road.

Rates and
charges on
railway.

7. For the purpose of demanding and recovering tolls fares rates and charges and for all other purposes the railway shall be deemed to form part of the undertaking of the Company.

Period for
completion
of railway.

8. If the railway be not completed within the period expiring on the first day of October one thousand nine hundred and thirty-four then on the expiration of that period the powers by this Act granted for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Imposing
penalty if
railway not
opened
within
period
limited.

9. 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. A.D. 1929.

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.

10. 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. Application of penalty.

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

A.D. 1929. — 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.

Abandonment
of Railway
(No. 1)
authorised by
Act of 1926.

11. The Company may abandon the construction of Railway (No. 1) authorised by the Act of 1926 and the powers conferred upon the Company to make and maintain the said railway are hereby repealed.

For protec-
tion of
London
Midland
and Scottish
Railway
Company.

12. For the protection of the London Midland and Scottish Railway Company (in this section referred to as "the London Company") the following provisions shall unless otherwise agreed in writing between the Company and the London Company apply and have effect (that is to say) :—

- (1) Notwithstanding anything in this Act contained or shown on the deposited plans and sections the Company shall not in connection with the construction of the railway enter upon take or use any lands or property of the London Company or construct any works upon or acquire any right of easement over such lands or property or any part thereof save with the consent of the London Company under their common seal :
- (2) If in connection with the construction of the railway the Company require to alter the position of the existing junctions or connections between their railway and the Peckham Rye goods depôt of the London Company such alterations shall be made so as to afford facilities equal to those now existing for working the traffic to and from the Company's railway and the London Company's depôt and in accordance with plans submitted to and approved by the London Company Provided that if the London Company shall for the space of one month neglect or refuse to approve or shall disapprove the same or if the Company and the London Company fail to agree as to the said plans then the said alterations to the junctions or connections shall be constructed according to plans to be submitted to and approved (subject to the provisions of this section) by an engineer to be

appointed on the application of either the Company or the London Company by the President of the Institution of Civil Engineers : A.D. 1929.

- (3) The alterations of the junctions or connections and all works necessary or incident thereto shall be constructed only according to such plans as shall be approved as aforesaid and to the reasonable satisfaction of the principal engineer of the London Company and at the cost charges and expenses in all respects of the Company.

13. 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) :— For protection of London County Council.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans subsections (1) (3) and (4) of section 36 (For protection of London County Council) of the Act of 1924 and subsections (4) and (5) of section 12 (For protection of London County Council) of the Act of 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 or the purchase of which is confirmed thereby 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) In constructing the railway the Company shall carry the same over Albert Road and Copeland Road by means of a bridge with a single span girder on the southern side thereof as shown by yellow colour on the signed plan marked A hereinafter defined in this section and so as not to encroach upon the existing surface of those roads and with a clear headway throughout such bridge of not less than eighteen feet above the existing levels of those roads and the Company shall provide and maintain one lamp to be affixed to the abutment of such bridge :

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- (3) The bridge 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. In constructing such bridge the Company shall face so much of the abutments as will be more than five feet above the level of the surface 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 satisfaction of the local authority :
- (4) The Company shall not execute or commence to execute the construction of the said bridge 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 and conform to all reasonable directions and regulations of the council in the construction of such bridge and works 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 :
- (5) The construction of the said bridge shall be so executed as not to alter the existing levels of any public street thereunder :

(6) In this section "the signed plan marked A" means the plan which is so marked and which has been signed in triplicate by Sir Arthur Churchman the Chairman of the Committee of the House of Commons to which 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 council : A.D. 1929

(7) Except as regards any difference which may arise under the provisions of—

(a) subsection (1) of section 36 of the Act of 1924; and

(b) subsections (4) and (5) of section 12 of the Act of 1926

as incorporated by subsection (1) of this section 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 after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

14. 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 work" means the railway in the metropolitan borough of Camberwell by this Act authorised :

(2) The Company shall construct the bridge or viaduct (including any extension of the existing bridge or viaduct) for carrying the said work over Albert Road so that the abutments and piers thereof shall not encroach upon any part of the said road and so that the foundations thereof shall be carried down to a depth below the surface of the said road to a level not

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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 :

- (3) Before constructing the bridge or viaduct or the extension of the existing bridge or viaduct referred to in subsection (2) of this section the Company shall if reasonably necessary divert any main pipe work or apparatus (in this section referred to as "apparatus") of the board now laid in so much of Albert Road and Copeland Road as is within the limits of deviation shown on the deposited plans :
- (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 the said work in any street or road in or under which any apparatus of the board is situate the Company shall deliver to the board plans sections and descriptions of the said work 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 work may affect the board's apparatus and the board may require the Company to carry out their work in such a manner and of such material 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 : A.D. 1929.

- (7) The Company shall not construct the said work 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 the said work 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 fourteen 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) 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 replacing or extending such apparatus :
- (10) The board may where reasonably necessary employ watchmen or inspectors to watch any portion of the said work 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 :

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- (11) 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 either of them in the execution of the said work or rendered necessary by reason of any subsidence resulting from the said work whether during the construction of such work or at any time thereafter shall be borne by the Company :
- (12) 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 :
- (13) Nothing contained in the section of this Act of which the marginal note is "Confirmation of purchase of lands by Company" so far as it relates to land in the urban district of Surbiton shall prejudice or affect the rights of the board under or by virtue of a grant of easement dated the tenth day of November one thousand nine hundred and twenty-six from the Surbiton Urban District Council and others to the board :
- (14) Any difference which arises between the board and the Company under this section (other than a difference as to the construction or meaning of the said section) 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 arbitration :
- (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 be entitled.

15. 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):—

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Power to
Company
to make
further
works &c.

In the county of Middlesex—

A lengthening and alteration on the west side thereof in the urban district of Heston and Isleworth of the bridge and the approach thereto carrying Heath Road over the Company's Hounslow loop line.

In the county of Southampton—

A new road (No. 2) in the parish of Colbury in the rural district of the New Forest commencing at a point in the Southampton to Bournemouth road 300 yards south-west of the level crossing at Lyndhurst Road station and terminating at a point 220 yards north-east of the said level crossing and in connection therewith the Company may stop up the said level crossing.

A new road (No. 3) in the said parish of Colbury commencing at a point in the road from Bartley to Lyndhurst Road station 120 yards north of its junction with the Southampton to Bournemouth road and terminating in the new road (No. 2) by this Act authorised at a point 50 yards north-west of the said junction of roads.

In the county of East Sussex—

The Company may stop up in the parish of Chailey in the rural district of Chailey so much of any footpaths crossing the Company's Lewes and East Grinstead railway on the level at or near Sheffield Park station as extends between the occupation road leading from Wapsbourne Farm to the Lewes and East Grinstead road and the eastern boundary of the Company's railway at the said station and may divert the said footpaths along the said occupation road to the Lewes and East Grinstead road.

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As to works
within
metro-
politan
police
district.

16. 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.

For protec-
tion of
Postmaster-
General.

17.—(1) Notwithstanding the stopping up of the level crossing in connection with new road (No. 2) under the section of this Act the marginal note of which is “Power to Company to make further works &c.” the Postmaster-General shall continue to have the same powers and rights in regard to any telegraphic line of the Postmaster-General which is under the site of the said level crossing as if the same had continued to be a level crossing. Provided that if the Company desire to alter any such telegraphic line the enactments of section 7 of the Telegraph Act 1878 shall thereupon apply in all respects as if the Company were “undertakers” within the meaning of that Act.

(2) The Company shall in constructing the bridge for carrying the said road (No. 2) over the railway of the Company provide such reasonable accommodation thereon for his telegraphic lines as the Postmaster-General shall require. The accommodation shall be provided in accordance with plans, sections and particulars to be previously submitted to and reasonably approved by the Postmaster-General. Provided that if within one month of the receipt of the said plans sections and particulars the Postmaster-General shall not have intimated to the Company his disapproval thereof or made any requirement with respect thereto he shall be deemed to have approved the same.

For protec-
tion of
South-
ampton
Corporation.

18. For the protection of the mayor aldermen and burgesses of the borough of Southampton (in this section referred to as “the corporation”) the following provisions shall notwithstanding anything contained in this Act and except so far as it may be otherwise agreed in writing between the Company and the corporation

under their respective common seals apply and have effect (that is to say):— A.D. 1929.

- (1) The Company in constructing new road (No. 2) and new road (No. 3) shall at their own expense provide and lay down ready for use to the satisfaction in all respects of the corporation and in accordance with plans and sections reasonably approved by them in and under the said new roads good and sufficient water mains and other works (in this section referred to as "the substituted mains") as the corporation reasonably consider necessary in substitution for the then existing mains pipes and other works of the corporation (in this section referred to as "the existing mains") in and under the portion of the road from Lyndhurst to Totton between the commencement and termination of new road (No. 2) and in and under the portion of the road from Bartley to Lyndhurst Road station between the junction of that road with the said road from Lyndhurst to Totton and the commencement of new road (No. 3):
- (2) The Company at their own expense and to the reasonable satisfaction of the corporation shall make all necessary connections between the existing mains and the substituted mains and shall provide and lay down communication pipes with all necessary works and conveniences to premises previously supplied with water from the existing mains:
- (3) The substituted mains shall be of such size as the corporation shall reasonably require but if they are of larger capacity than the existing mains the additional expense incurred by reason of the larger capacity of such substituted mains shall be borne by the corporation:
- (4) When the Company shall have provided and laid down the substituted mains and have connected the same to the existing mains to the reasonable satisfaction of the corporation the Company may remove and appropriate the existing mains:
- (5) Until the substituted mains shall have been laid down by the Company and connected to the existing mains as provided in this section the

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Company shall not do anything to impede or interfere with the passage of water through the existing mains of the corporation :

- (6) Not less than fourteen days before commencing the construction of any such works as aforesaid the Company shall give to the corporation 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 corporation shall give notice to the Company of their intention themselves to lay down the substituted mains or communication pipes or to execute any other works to or in connection with any apparatus of the corporation as provided by this section it shall be lawful for the corporation instead of the Company to lay down such substituted mains or communication pipes or execute such works and the reasonable expense incurred by them in so doing shall be repaid to the corporation by the Company :
- (7) The reasonable expenses of all repairs or renewals of any apparatus of the corporation or the substituted mains or any works in connection therewith respectively which may at any time after the completion of the works of the Company 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 rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of such works or at any time within three years after the completion of the same shall be borne by the Company and paid by them on demand to the corporation :
- (8) Any difference which arises under this section between the Company and the corporation shall be referred to arbitration the arbitrator being appointed by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

19. For the protection of the Southampton Gaslight and Coke Company (in this section referred to as "the gas company") the following provisions shall notwithstanding anything contained in this Act and except so far as it may be otherwise agreed in writing between the Company and the gas company under their respective common seals apply and have effect (that is to say):—

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For protec-
tion of
Southamp-
ton Gas-
light and
Coke
Company.

- (1) In constructing new road (No. 2) and new road (No. 3) the Company shall at their own expense provide and lay down ready for use to the satisfaction in all respects of the gas company in and under the said new road (No. 2) and new road (No. 3) good and sufficient gas mains and other works (in this section referred to as and included in the expression "the substituted mains") as the gas company reasonably consider necessary in substitution for the then existing mains pipes and other works of the gas company (in this section referred to as and included in the expression "the existing mains") in and under the portion of the road from Lyndhurst to Totton between the respective points of commencement and termination of new road (No. 2) and in and under the portion of the road from Bartley to Lyndhurst Road station between the junction of that road with the said road from Lyndhurst to Totton and the commencement of new road (No. 3):
- (2) The Company shall at their own expense and to the reasonable satisfaction of the gas company make all necessary connections between the existing mains and the substituted mains in such manner as the gas company may reasonably require and shall at the like expense and to the like satisfaction provide and lay down communication pipes with all necessary works and conveniences to premises previously supplied with gas from the existing mains:
- (3) The substituted mains shall be of such size as the gas company shall reasonably require but if they are of a larger capacity than the existing mains the additional expense incurred by laying substituted mains of such larger capacity shall be borne by the gas company:

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- (4) When the Company shall have provided and laid down the substituted mains and have connected the same to the existing mains to the reasonable satisfaction of the gas company the Company may remove and appropriate the existing mains :
- (5) Until the substituted mains shall have been laid down by the Company and connected to the existing mains as provided in this section the Company shall not do anything to impede or interfere with the passage of gas through any mains pipes and other works of the gas company :
- (6) Not less than twenty-one days before commencing any works in connection with laying the substituted mains or any works by this Act authorised affecting any portion of any street road or place in or under which any mains pipes and other works of the gas company (in this section referred to as "the apparatus") are situate the Company shall deliver to the gas company a plan section and description of such works describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connection therewith :
- (7) The gas company may at any time within twenty-one days of the receipt of such plan section and description by notice in writing intimate to the Company their requirements so far as such works involve interference with the apparatus and the gas company may require the Company in such manner and to such extent as may be reasonably specified by the gas company to provide and lay down protective and other works and apparatus and to remove raise sink or otherwise alter the position of the apparatus and support the same and to substitute temporarily or otherwise other apparatus and to lay or place under over or around any apparatus cement concrete or other like substance :

Provided that if the gas company shall not within the said period of twenty-one 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 : A.D. 1929.
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- (8) The Company shall not construct such works as aforesaid except in strict accordance with the said plan section and description as delivered to the gas company or as amended to meet the requirements of the gas company or as determined by arbitration as hereinafter provided and shall carry out all works in connection with the apparatus as may be approved by the gas company or settled by arbitration. All works referred to in this subsection shall be executed at the Company's expense and under the superintendence (if given) and to the reasonable satisfaction of the engineer of the gas company :
- (9) Not less than fourteen days before commencing the construction of any such works as aforesaid the Company shall give to the gas company 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 gas company shall give notice to the Company of their intention themselves to lay down the substituted mains or any substituted apparatus or to execute any other works to or in connection with the apparatus as provided by this section it shall be lawful for the gas company instead of the Company to lay down the substituted mains or such substituted apparatus or to execute such works and the expense reasonably incurred by them in so doing shall on demand be repaid to the gas company by the Company :
- (10) The Company shall not raise sink or otherwise alter the position of the apparatus or alter the level of any street road or place in which the apparatus is situate so as to leave when the works are completed over the apparatus a covering of less than three feet (unless the Company shall in such case protect such apparatus from frost or injury by artificial

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covering to the reasonable satisfaction of the gas company) or more than five feet unless the Company in such case provide special means of access to the same to the reasonable satisfaction of the gas company :

- (11) The gas company may when reasonably necessary employ watchmen or inspectors to watch any works to be executed by the Company under this section or any other provision of this Act whereby the apparatus will or may be interfered with or affected and any expense reasonably incurred by the gas company in the employment of such watchmen or inspectors shall be repaid by the Company :
- (12) The reasonable expenses of all repairs or renewals of the apparatus or the substituted mains or any works in connection therewith respectively which may at any time after the completion of the works of the Company 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 rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of such works or at any time within three years after the completion of the same shall be borne by the Company and paid by them on demand to the gas company :
- (13) The Company shall in constructing the new road (No. 2) and new road (No. 3) and the bridges for carrying the same or any part thereof over the railway of the Company provide if reasonably required by and at the expense of the gas company either proper and sufficient accommodation under the roadways or footways of the said roads and bridges for two additional mains of at least twelve inches in diameter or (at the option of the Company) brackets or other attachments at the side or underside of the said bridges for carrying such mains over the same :

- (14) Any difference which arises under this section between the Company and the gas company shall be referred to an arbitrator 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. A.D. 1929. —

20. The Forestry Commissioners (with the consent of the Treasury) on the one hand and the Company on the other hand may from time to time enter into and carry into effect vary or rescind agreements for the sale to the Company or for the grant to the Company of a lease or leases for such term or terms of years as may be agreed of the estate and interest of the Forestry Commissioners in any lands shown on the deposited plans and described in the deposited book of reference held by and vested in the said commissioners and the Company may hold and use for any purpose of their undertaking any lands included in any such agreement sale or lease. As to sale or lease of lands of Forestry Commissioners.

21. As regards the rights of the commoners of the New Forest in or over any lands comprised in any agreement sale or lease under the section of this Act the marginal note of which is "As to sale or lease of lands of Forestry Commissioners" the following provisions shall have effect (that is to say):— For protection of verderers of New Forest.

- (a) The open lands of the New Forest over which rights of common exist shall be deemed to be common or waste lands within the meaning of the Lands Clauses Consolidation Act 1845;
- (b) The verderers of the New Forest as constituted by the New Forest Act 1877 shall be deemed to represent the commoners for the purposes of this Act and to constitute a committee of such commoners for the purposes of the application of sections 104 to 107 of the Lands Clauses Consolidation Act 1845 save only and except such part of section 104 as provides for the distribution of the compensation;
- (c) By way of acknowledgment of the rights of the commoners which may or might be interfered with by the exercise by the Company of any of their rights under any of the powers of this Act the Company shall pay to the verderers of

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the New Forest such sum or compensation as may be agreed;

- (d) Any money to be received by way of compensation by the verderers acting as such committee as aforesaid shall be applicable by them to and for the purposes and in the manner to for and in which the same would be applicable by them in case the same were money coming to their hands under or by virtue of the New Forest Act 1877.

For protec-
tion of
Chailey Rural
District Coun-
cil and
Chailey
Parish Coun-
cil.

22. Nothing in this Act shall impose any obligation upon the Chailey Rural District Council or the Chailey Parish Council to maintain any part of the occupation road in the parish of Chailey referred to in the section of this Act of which the marginal note is "Power to Company to make further works &c."

Power to
deviate in
construction
of works.

23. 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 railway 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.

Under-
pinning of
houses near
works.

24 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 : A.D. 1929. —
- (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 from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have

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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.

Repair of roads where level not permanently altered.

25. 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 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.

Power to Company to acquire lands.

26. 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) :— A.D. 1929.

In the county of Middlesex—

Lands in the urban district of Brentford and Chiswick at the north end of and adjoining Hearne Road.

Lands in the urban district of Heston and Isleworth on the north-west side of and adjoining the Company's Hounslow loop line and extending from Heath Road to a point 90 yards south-west of the bridge carrying Bridge Road over that line and in a north-westerly direction to Inwood Avenue and in connection therewith the Company may—

(i) stop up so much of the footpath leading from Warton Court to Inwood Avenue as lies between the south-east end of the footbridge carrying the said footpath over the said line and the eastern end of Inwood Avenue and divert the same in a north-easterly direction; and

(ii) stop up so much of the footpath leading from Stanley Road to Heath Road as lies between the north-west end of the footbridge carrying that footpath over the said line and a point 20 yards north-west thereof and in substitution therefor extend the existing footbridge and make a new footpath.

In the county of Surrey—

Lands in the county borough of Croydon
(a) on the north-east side of and adjoining the Company's Croydon and Wimbledon railway and extending between the bridge carrying the Croydon by-pass road over that railway and a point 550 yards south-east thereof and in connection therewith the Company may stop up so much of the footpath leading from that road to Factory Lane as extends for a distance of 230 yards from that road and divert the same in a north-easterly direction (b) on the north-east side of and adjoining the Company's said railway and extending between the said bridge and a point 265 yards north-west thereof (c) on the south-west side of and adjoining the Company's said railway and extending

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between the said bridge and a point 200 yards north-west thereof and (d) on the north-east side of and adjoining the said railway and extending between points 390 and 870 yards north-west of the said bridge.

Lands in the urban district of Merton and Morden situate between the Company's Wimbledon and Epsom railway and West Barnes Lane and extending between points respectively 35 and 76 yards south of Raynes level crossing.

Lands in the urban district of Mitcham (a) on the north-west side of and adjoining the Company's South London Peckham and Sutton railway and extending from Eastfields Road to a point 815 yards north-east thereof and (b) on the south-east side of and adjoining the said railway and extending between points 130 and 250 yards north-east of Eastfields Road level crossing and in connection therewith the Company may—

(i) stop up so much of the footpath and footbridge leading from Grove Road to Sandy Lane as extends between the south-east and north-west sides of the said railway and substitute a new footpath and footbridge therefor;

(ii) stop up so much of Sandy Lane as extends for a distance of 50 yards north-west of the said railway; and

(iii) stop up Mizens level crossing and the road on the north-west side of and adjoining the said railway from Eastfields Road to the said level crossing.

Lands in the urban district of Egham situate to the south-east of Virginia Water station and bounded by the Company's railways from Reading to Egham Egham to Chertsey and Chertsey to Reading.

In the county of East Sussex—

Lands in the county borough of Hastings between the north side of the Company's Brighton and Hastings railway and Cliftonville Road and extending between points respectively 30 and 480 yards west of Arnside Road.

In the county of Southampton—

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Lands in the city of Portsmouth on the east side of and adjoining the Company's Fratton yard and extending between the level crossing at the southern end of Clarkes Road and Milton Lane and in connection therewith the Company may stop up the said level crossing and so much of the footpath and footbridge leading from Walmer Road and Byerley Road to Milton Lane as extends between the west side of the Company's railway and a point in that lane 40 yards west of Fratton Park football ground and may substitute therefor a new foot bridge and footpath from the said level crossing to Milton Lane.

Lands in the county borough of Bournemouth (a) being the premises in Park Road respectively known as "Badbury" "Agglestone" "Avon Lodge" and "Wensleydale" (b) on the west side of and adjoining Bournemouth Central Station being a portion of the premises known as No. 42 Littledown Road (c) at the junction of Lansdowne Road and Park Road and forming part of the premises known as No. 51 Lansdowne Road and (d) at the junction of St. Paul's Road and Park Road and forming part of the premises known as No. 37 St. Paul's Road.

In the county of Dorset—

Lands and premises in the borough of Poole (a) on the east side of and adjoining the Company's goods yards at Poole station and extending northward for a distance of 163 yards from the northern boundary of the premises known as "Longlands" Serpentine Road and (b) on the north-east side of and adjoining the Company's railway from Broadstone to Poole and extending between points respectively 20 and 357 yards north-west of the bridge carrying the road from Wareham to Fleet's Corner over that railway.

Lands in the borough of Poole and in the parish of Canford Magna in the rural district of Poole on the south-west side of and adjoining the Company's railway from Broadstone to Poole

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and extending between points respectively 20 and 357 yards north-west of such last-mentioned bridge.

Lands in the parish of Moreton in the rural district of Wareham and Purbeck on the north side of and adjoining the Company's Southampton and Dorchester railway and extending between points respectively 110 and 340 yards west of the level crossing at Moreton station.

For protection of Heston and Isleworth Urban District Council.

27. Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not without the consent of the urban district council of Heston and Isleworth (in this section referred to as "the council") under their common seal acquire or take any greater part of the lands belonging to the council numbered on the deposited plans 9 and 10 in the urban district of Heston and Isleworth than is coloured red on the plan signed by John George Carey on behalf of the council and George Ellson on behalf of the Company.

Construction of new bridge at Heath Road.

28. If at any time required by the urban district council of Heston and Isleworth so to do the Company shall at the expense of the said council remove the existing bridge carrying Heath Road over the railway and construct a new bridge to carry a contemplated new road from Hounslow to Twickenham and the said Heath Road over the railway.

For protection of Ecclesiastical Commissioners.

29. Notwithstanding anything contained in this Act or the Acts incorporated therewith or shown on the deposited plans the following provisions for the protection of the Ecclesiastical Commissioners for England (in this section referred to as "the commissioners") shall except so far as may be otherwise agreed in writing between the commissioners the Company and the mayor aldermen and burgesses of the borough of Croydon apply and have effect (that is to say):—

The new road to be constructed by the Company in accordance with the provisions of the section of this Act of which the marginal note is "For protection of Croydon Corporation" shall for the purposes of the conveyance dated the second day of July one thousand eight hundred

and ninety-one and made between the commissioners of the one part and the corporation of Croydon of the other part be deemed to be a portion of the road constructed on the land coloured brown on the plan annexed to that conveyance and the provisions thereof shall apply to the said new road as if it were the road referred to therein.

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30. Notwithstanding anything contained in this Act or in the Acts incorporated therewith or shown on the deposited plans the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Croydon (in this section referred to as "the corporation" and "the borough" respectively) shall except so far as may be otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say) :—

For protection of
Croydon
Corporation.

(1) The Company shall not stop up or otherwise interfere with any part of the road known as Hospital Lane (being the lands in the borough numbered 10 on the deposited plans) until they shall in accordance with the provisions of this section have constructed in substitution therefor a new road upon the adjoining lands numbered 12 on such plans nor until the site of such new road shall have been conveyed to the corporation by the Company free of cost :

(2) (a) The new road referred to in subsection (1) of this section shall be constructed by the Company so as (so far as may be) to be similar in all respects to the existing road for which it is to be in substitution and in accordance with plans sections and specifications to be submitted to the corporation and approved by them or determined by arbitration under this section and the Company shall construct along the westerly side of the said new road such good and substantial fence and such gates as are required to be constructed by the corporation in connection with the existing Hospital Lane in pursuance of the provisions of the covenants in that behalf contained in the conveyance dated the second day of July one thousand

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eight hundred and ninety-one and made between the Ecclesiastical Commissioners of England of the one part and the corporation of the other part;

(b) The Company shall construct and maintain to the reasonable satisfaction of the corporation at the point where such new road will cross the railway siding which runs in a southerly and south-westerly direction from the railway of the Company and across the site of the proposed new road a level crossing with gates on either side of the new road and such gates shall be so constructed and maintained as to close effectively the said siding from the new road on either side thereof and also to be capable of shutting off the new road effectively from the said siding when the said siding is for the time being in use for railway purposes;

(c) The Company shall construct along the new road to the reasonable satisfaction of the corporation and in accordance with plans and sections to be previously submitted to and approved by them or determined by arbitration under this section a water main and a surface water drain of similar capacity to those now laid under that part of Hospital Lane to be acquired or stopped up by the Company with all necessary or convenient gullies and other subsidiary works and upon the completion of such new water main and surface water drain the same shall forthwith be connected by the corporation to the existing water main and surface water drains in Hospital Lane at or near the commencement and termination respectively of the said new road and any expense reasonably incurred by the corporation in so doing shall be repaid to them by the Company on demand;

(d) The Company shall not stop up, take up or otherwise interfere with the existing water main of the corporation or the existing surface water drain of the corporation in Hospital Lane or any part thereof respectively until the new water main and surface water drain referred to

in paragraph (c) of this subsection have been connected by the corporation in accordance with the provisions of the said paragraph ;

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(e) In consideration of the compliance by the Company with the foregoing provisions of this subsection no compensation shall be paid by the Company to the corporation in respect of the acquisition by the Company from the corporation of so much of the site of Hospital Lane aforesaid as is included within the "Limits of land to be acquired" by the Company under the provisions of this Act as shown on the deposited plans but nothing in this subsection shall affect any claim for compensation by any person other than the corporation or any claim for compensation by the corporation in respect of lands other than the existing site of Hospital Lane :

- (3) Notwithstanding the acquisition by the Company of the lands in the borough numbered 13 on the deposited plans the corporation shall be entitled to maintain and continue any water mains or electricity cables or other works belonging to them and situate upon such lands and any additional expense reasonably incurred by the corporation in maintaining such mains cables and works which is due to any operations of the Company upon such lands shall be repaid to the corporation by the Company For the purposes of this subsection the corporation shall be entitled at all reasonable times to have access to the said lands numbered 13 :
- (4) (a) Before constructing any works or conducting any excavations upon the said lands numbered 13 the Company shall submit to the corporation for their approval plans sections and particulars of the proposed works or excavations so far as they affect the property or apparatus of the corporation and such works or excavations shall only be carried out in accordance with such plans sections and particulars as shall previously have been approved by the corporation or determined by arbitration under this section and no such works or excavations shall be so

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constructed as to injure or affect the embankment which is situate upon the said lands and supports the road in the borough which is known as Purley Way;

(b) If in consequence of any operations or proposed operations of the Company upon the said lands numbered 13 it should be necessary in the reasonable opinion of the corporation to construct a retaining wall for the purpose of supporting the said Purley Way such retaining wall shall be constructed by and at the expense of the Company to the reasonable satisfaction in all things of the corporation and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by them or determined by arbitration under this section :

- (5) (a) Before the Company stop up or otherwise interfere with the existing footpath between the points marked A and B upon the deposited plans they shall in substitution therefor construct at their own expense and to the reasonable satisfaction of the corporation a footpath (with a flight of steps leading to Purley Way) upon lands of the corporation within the "Limits of land to be acquired" as shown upon such plans Such substituted footpath shall at the like expense and to the like satisfaction be fenced off from the remaining portions of the lands numbered 2 to 9 inclusive on the deposited plans and the site thereof shall not be acquired by the Company but shall remain the property of the corporation ;

(b) The provisions of subsection (4) of this section shall apply mutatis mutandis with reference to the embankment supporting Purley Way on the easterly side thereof and situate upon the said lands numbered 9 on the deposited plans ;

(c) Notwithstanding the acquisition by the Company of the lands in the borough numbered 9 10 12 and 13 on the deposited plans the Company shall not widen or otherwise enlarge the

height or span of the bridge carrying Purley Way over the Croydon and Wimbledon line of the Company : A.D. 1929.

- (6) (a) The Company shall not under the powers of this Act 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 (all of which are in this section referred to as "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 apparatus of the corporation proposed to be interfered with and such works shall be executed by the Company to the reasonable satisfaction of the corporation and in accordance with plans sections and particulars reasonably approved by the corporation or determined by arbitration under this section Provided that if the corporation so desire any raising sinking or altering of the position of any apparatus of the corporation shall be effected by the corporation and the expense thereof reasonably incurred by the corporation shall be repaid by the Company ;

(b) Whenever it may be necessary to intercept or remove or displace or otherwise interfere with any apparatus of the corporation the Company shall before intercepting removing displacing or interfering with such apparatus of the corporation construct according to a plan to be reasonably approved by the corporation or determined by arbitration under this section another sewer drain water or electric main pipe service or apparatus in lieu of and of equal capacity to the apparatus of the corporation so proposed to be intercepted removed displaced or interfered with and such substituted sewer drain water or electric main pipe service or apparatus shall be connected by the corporation with the existing apparatus of the corporation

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

(c) If it shall be necessary to construct any works over any apparatus of the corporation provision shall be made to the reasonable satisfaction of the corporation for protecting such apparatus from injury and for affording convenient access thereto :

(7) If the corporation do not signify their disapproval of any plans sections specifications or particulars to be submitted to them by the Company in pursuance of this section within twenty-eight days after the date of such submission they shall be deemed to have approved of the same :

(8) Any difference which shall arise between the corporation and the Company or their respective engineers under this section shall be referred to and determined by an arbitrator 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.

Period for compulsory purchase of lands.

31. 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-two.

Stopping up roads and footpaths without providing substitute.

32. 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. A.D. 1929.

33. 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. Stopping up roads and footpaths in case of diversion.

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.

34. 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 steel or other structure carrying any such road or Further provision as to repair of roads and footpaths.

A.D. 1929. — footpath over any railway of the Company 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.

As to private rights of way over lands acquired.

35. 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 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.

36. 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 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

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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 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
compul-
sorily
in certain
cases.

37. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Company shall not be required to purchase any railway tramway tramroad river canal navigation watercourse drain dyke or sewer or any part thereof respectively which may be crossed or interfered with in constructing any of the works authorised by this Act but they may acquire such easements and rights in over or under any such railway river canal watercourse drain dyke or sewer as they may require for making maintaining working and using any such work 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.

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38. 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.

Power to certain owners to grant easements.

39. 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.

40. 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

Costs of arbitration in certain cases.

A.D. 1929. — 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 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.

41. 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-eight 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.

42. 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.

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43. Notwithstanding anything contained in the Shortlands and Nunhead Railway Act 1889 or any other Act to the contrary the London County Council may convey to the Company and the Company may take a conveyance of certain lands in the metropolitan borough of Lewisham in the county of London forming part of Ladywell Recreation Ground and situate on the west side of and adjoining the Company's Shortlands and Nunhead Railway and extending between points respectively 128 and 310 yards and 373 and 497 yards north of the bridge carrying that railway over Westdown Road.

Conveyance of portions of Ladywell Recreation Ground.

44. 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 London—

Lands in the metropolitan borough of Lambeth on the north-east side of and adjoining the Company's railway from Brixton to Herne Hill west of Shakespeare Road.

Lands in the metropolitan borough of Deptford on the west side of and adjoining the Company's

A.D. 1929.

Deptford Wharf branch north of the Surrey Canal.

Lands in the metropolitan borough of Woolwich on the north side of and adjoining the Company's North Kent railway east of Church Manor Way.

In the county of Middlesex—

Lands in the urban district of Heston and Isleworth on the north side of and adjoining the goods yard at Hounslow Station and formerly part of the premises known as No. 19 Ivy Road.

In the county of Surrey—

Lands and premises in the county borough of Croydon (*a*) known as No. 24 Oakfield Road (*b*) adjoining and on the east side of East Croydon station north-west of Station Road (*c*) on both sides of and adjoining the Company's Croydon and Epsom railway west of Waddon station and (*d*) on both sides of and adjoining the Company's Croydon and Wimbledon railway east of Hospital Lane.

Lands in the borough of Wimbledon on the west side of and adjoining the Company's railway from Raynes Park to Wimbledon and situate between that railway and the drill hall in St. George's Road.

Lands in the urban district of Coulsdon and Purley on both sides of and adjoining the Company's Croydon and Oxted railway north of Riddlesdown tunnel including the site of Mitchley Wood station.

Lands in the urban district of Surbiton on the north side of and adjoining the Company's railway from Surbiton to Malden west of Marsh Lane.

Lands and premises in the urban district of Merton and Morden (*a*) on the east side of and adjoining the Company's railway from Worcester Park to Raynes Park south of Raynes Crossing (*b*) known as Nos. 1 2 and 3 West Barnes Cottages Raynes Park and lands adjoining thereto between the Company's said railway and West Barnes Lane and (*c*) on the east side of and adjoining the

Kingston by-pass road and situate between that road and the Southern Railway sports ground. A.D. 1929.

Lands in the urban district of Beddington and Wallington situate between Redford Avenue and Plough Lane south of Link Lane.

Lands in the urban district of Frimley on the north side of and adjoining the Company's railway from Farnborough to Brookwood and situate on both sides of the Company's railway from Frimley to Ash Vale.

Lands in the parish of Ewell in the rural district of Epsom (*a*) on the south-east side of and adjoining Ewell East station and (*b*) on the east side of and adjoining the Company's railway north of Ewell West station.

Lands in the parish of Farnham Rural in the rural district of Farnham on the south side of and adjoining the Company's railway from Farnham to Tongham west of the road leading from Badshot Lea to Runfold.

In the county of Kent—

Lands in the city of Rochester on the east side of and adjoining the Company's railway from Strood to Rochester north of Doggett Square.

Lands in the borough of Margate forming part of the approach road to Margate station on the north side thereof.

Lands in the urban district of Beckenham adjoining and on the west side of New Beckenham station.

Lands in the urban district of Swanscombe on both sides of and adjoining Greenhithe station.

Lands in the urban district of Chislehurst on both sides of and adjoining the Company's railway from Chislehurst to Orpington north of Green Lane and forming the site of Petts Wood station.

Lands in the parish of St. Mary's Cray in the rural district of Bromley forming part of the approach road to and on the north side of St. Mary Cray station.

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—

Lands in the parish of Minster in the rural district of the Isle of Thanet situate between the Company's Canterbury and Ramsgate and Minster and Deal railways.

In the county of East Sussex—

Lands and premises in the urban district of Newhaven on the south side of and adjoining the river Ouse and known as Washer's Wharf.

In the county of Southampton—

Lands in the county borough of Southampton situate between the Western Esplanade and Southampton Water south of the disinfecting station.

Lands and premises in the urban district of Eastleigh and Bishopstoke known as Nos. 2 and 4 Park View and lands on the south side of and adjoining the same.

Lands in the parish of Farlington in the rural district of Havant (a) on the north side of and adjoining the Company's railway from Cosham to Havant at Farlington Junction and (b) on the south side of and adjoining that railway east of that junction.

Lands and premises in the parish of Bedhampton in the rural district of Havant adjoining West Street and New Road at their junction.

In the county of the Isle of Wight—

Lands and premises in the borough of Newport and known as No. 50 Clarence Road.

Lands in the urban district of Cowes situate between the Company's Cowes and Newport railway and Arctic Road.

In the county of Dorset—

Lands in the parish of Canford Magna in the rural district of Poole on the north side of and adjoining the Company's railway from Broadstone Junction to Poole (a) between the road leading from Hillborne to Creekmoor and Creekmoor level crossing and (b) between that crossing and a point 385 yards south-east thereof.

Lands in the parish of Woodsford in the rural district of Dorchester on the north side of and adjoining the Company's Southampton and Dorchester railway west of Moreton station. A.D. 1929.

In the county of Wilts—

Lands in the parish of Laverstock and Ford in the rural district of Salisbury on the north side of and adjoining the Company's railway from Salisbury to Dean and extending between points 105 and 220 yards respectively east of the Bourne River.

In the county of Devon—

Lands in the city of Exeter on the south side of and adjoining the Company's London and Exeter railway between Exmouth Junction and the road from Polsloe bridge to Heath Barton.

Lands in the city of Exeter and the parish of Pinhoe in the rural district of St. Thomas on the north side of and adjoining the Company's locomotive depôt at Exmouth Junction west of Priory Road.

Lands in the parish of Okehampton Hamlets in the rural district of Okehampton on the north-west side of and adjoining the Company's Exeter and Plymouth railway opposite Meldon Quarry.

45.—(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 and shall have no direct communication with such street. As to private street expenses in certain cases.

(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

A.D. 1929. 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 railways.

46. The period now limited by the Act of 1924 for the completion of Railways (No. 2) (No. 4) and (No. 6) by that Act authorised is hereby extended until the first day of October one thousand nine hundred and thirty-four and the Act of 1924 shall be read and construed as if the period limited by this section for the completion of the said railways had been the period limited by the said Act for the completion thereof.

Extension
of time for
compulsory
purchase of
lands.

47. The period now limited by the Act of 1926 for the compulsory purchase of the lands in this section referred to is hereby extended until the first day of October one thousand nine hundred and thirty-two but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

The said lands are—

- (a) lands required for the purposes of or in connection with the new road at Feniton authorised by the Southern Railway Act 1923;
- (b) lands required for the purposes of or in connection with Railways (No. 2) to (No. 5) and (No. 10) to (No. 13) inclusive Widenings (No. 1) to (No. 8) inclusive and the alteration

of the Preston Park and Hove Spur line A.D. 1929.
authorised by the Act of 1926; —

- (c) lands required for the purposes of or in connection with Widening (No. 9) authorised by the Act of 1926 (i) numbered on the deposited plans referred to in that Act 206 to 291 inclusive in the county borough of Bournemouth (ii) in the parish of Holdenhurst in the rural district of Christchurch and (iii) in the borough of Christchurch;
- (d) lands required for the purposes of or in connection with Widening (No. 10) authorised by the Act of 1926 and numbered on the deposited plans 3 4 6 9 10 and 11 in the county borough of Bournemouth;
- (e) lands required for the purposes of or in connection with the bridge widening in the city of Rochester authorised by the Act of 1926; and
- (f) lands in the urban districts of Burgess Hill and Haywards Heath the parishes of Balcombe Cuckfield Rural and Ardingly in the rural district of Cuckfield and in the county borough of Southampton authorised to be acquired by the Act of 1926 and described in section 40 (Power to Company to acquire lands) of that Act.

48. Subject to the provisions of this Act the Company may abandon and discontinue the maintenance and use of—

Abandonment of certain railways.

- (1) so much of Railway No. 2 (Greenwich line) in the metropolitan boroughs of Deptford Lewisham and Greenwich authorised by the London Chatham and Dover Railway Act 1863 as extends from the southern abutment of the bridge carrying that railway over the Company's main line from London to Tonbridge to the termination of the said Railway No. 2 at Blackheath Hill; and
- (2) the railway in the metropolitan borough of Greenwich authorised by the London Chatham and Dover (Further Powers) Act 1881 between Blackheath Hill and Greenwich Park station;

A.D. 1929. — and may remove the rails and other works forming the said railway and portion of railway to be abandoned and notwithstanding anything contained in the Lands Clauses Acts the Company may hold sell lease or otherwise dispose of or retain hold or apply for the purposes of their undertaking the site and soil of any part of the said railway and portion of railway so abandoned as aforesaid.

For protection of local and road authorities and adjoining owners.

49. Notwithstanding anything contained in this Act the Company shall continue liable to maintain any bridges roads conduits drains retaining walls tunnels fences and accommodation works which they are now liable to maintain in connection with the railway and portion of railway authorised to be abandoned by the section of this Act of which the marginal note is "Abandonment of certain railways" unless and until otherwise agreed with the local or road authority concerned or the body or person for the accommodation or benefit of whose lands any such works have been constructed or maintained.

Agreements with authorities and owners as to works.

50.—(1) The Company and the local and road authorities of any area in which are situate any part of the railway and portion of railway authorised to be abandoned by the section of this Act of which the marginal note is "Abandonment of certain railways" and any body or person being the owner lessee or occupier or otherwise interested in any land adjoining or near thereto may enter into and carry into effect agreements with reference to the removal construction alteration maintenance and repair by the contracting parties or any of them of embankments cuttings bridges roads conduits drains retaining walls tunnels fences and accommodation works in over under or adjoining the said railway and portion of railway and as to contributions by such authorities bodies and persons towards the cost thereof and any such agreement may provide for the transfer to and vesting in the Company or any such authority body or person of any of such works or the liability for the maintenance thereof.

(2) The making of any such contribution by a local or road authority shall be deemed to be a purpose for which under the provisions of any general Act relating to the powers of such authority they may incur expenditure and any such authority may raise in like manner as

money may be raised under the provisions of any such general Act the moneys necessary for the purpose of any such contribution as aforesaid. A.D. 1929.

(3) If any work executed by a local or road authority in pursuance of any agreement made under the provisions of this section involves an alteration of a telegraphic line belonging to or used by the Postmaster-General the enactments contained in section 7 of the Telegraph Act 1878 shall apply to such alteration as if such local or road authority were "undertakers" within the meaning of the said Act.

51. Notwithstanding anything contained in any Act section 32 of the Railways Clauses Act 1863 shall apply in respect of all steam vessels provided owned or worked by the Company and shall be deemed to be incorporated with the Acts authorising the provision owning or working thereof. Byelaws for regulating steam vessels.

52. The provisions of section 63 of the Act of 1924 (which authorises the leasing etcetera of lands and premises purchased or acquired by the Company and others prior to the passing or under the powers of that Act) and of section 91 of the Act of 1924 (which authorises the building etcetera on and over lands acquired or held by the Company and others under the powers of that Act or any previous Act) 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 this Act. Application of certain sections of Act of 1924.

53. Section 26 (Redeemable preference and debenture stock) and section 27 (Redemption fund) of the Railways (Southern Group) Amalgamation Scheme 1922 shall extend and apply to any preference stock and debenture stock which the Company are authorised to create and issue by the London and South Western Railway (Southern Group) Preliminary Absorption Scheme 1922 the South Eastern Railway (Southern Group) Preliminary Absorption Scheme 1922 the Southern Railway (Freshwater Yarmouth and Newport Railway) Absorption Scheme 1923 and the Totton Hythe and Fawley Light Railway (Amendment and Transfer) Order 1923 respectively or which they may be authorised to create and issue by any other light railway order. Redeemable preference and debenture stock.

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Power to
issue further
guaranteed
preference
stock.

54. Section 73 (Power to issue guaranteed preference stock) of the Act of 1926 shall be read and have effect as if the words "eight million pounds" were inserted therein in lieu of the words "four million pounds."

Power to
Company
to apply
funds.

55. 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.

Recovery of
demands.

56. 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.

Provision as
to general
Railway
Acts.

57. 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.

Crown
rights.

58. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown.

Costs of Act.

59. All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULE referred to in the
foregoing Act.

A.D. 1929.

PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN
COMPULSORILY.

Work or lands.	Area.	Numbers on deposited plans.
Railway at Camberwell	Metropolitan borough of Camberwell.	5.
New roads at Lyndhurst Road station.	Parish of Colbury -	3 and 16.
Lands at Hounslow -	Urban district of Heston and Isleworth.	10 and 11.
Lands at Croydon -	County borough of Croydon.	1 and 13 to 18 inclusive.
Lands at Mitcham -	Urban district of Mitcham	3.
Lands at Bournemouth	County borough of Bournemouth.	1 to 5 inclusive and 8.
Lands at Poole -	Borough of Poole -	2.
Lands at Moreton -	Parish of Moreton -	1.

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