



### CHAPTER lxxiii.

An Act to empower the Southern Railway Company to construct works and acquire lands to extend the time for the completion of a railway and the compulsory purchase of certain lands and for other purposes. [12th July 1932.]

A.D. 1932.

**W**HEREAS the Southern Railway Company (in this Act referred to as "the Company") are lessees of portions of Dover Harbour including the South Pier and Clarence Quay and it is expedient that they should be empowered to construct the quay widening dock and other works at Dover by this Act authorised so as to form a terminal for a train ferry service between that port and the Continent :

And whereas it is expedient that the Company should be empowered to construct the further works in this Act described and to acquire certain lands :

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

And whereas it is expedient that an agreement made the fourteenth day of August one thousand nine hundred and thirty-one between the Padstow Harbour Commissioners and the Company with reference to the construction by the Company of certain harbour works at Padstow and the provision by the Company of funds therefor and

[Ch. lxxiii.]      *Southern Railway*    [22 & 23 GEO. 5.]  
Act, 1932.

A.D. 1932.    for other purposes in relation to the undertaking of the  
—            said commissioners should be confirmed as provided by  
this Act :

And whereas it is expedient that the Company should be empowered to raise further money and 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 or used 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 county councils of the several counties in which the said works will be constructed or 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 1932.

Interpretation.

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 dock works ” means the widening of Clarence Quay and the dock by this Act authorised ;

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

“ The harbour board ” means the Dover Harbour Board; A.D. 1932.

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

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—

(1) 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;

(2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section;

The Harbours Docks and Piers Clauses Act 1847 except sections 12 and 13 and (unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and a tide and weather gauge) sections 16 to 19 and except sections 25 to 27 and 29 to 90 thereof :

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

The expressions “ packet boat ” and “ Post Office packet ” mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance

[Ch. lxxiii.] *Southern Railway* [22 & 23 GEO. 5.]  
Act, 1932.

A.D. 1932.  
—

under contract of postal packets as defined by the Post Office Act 1908 and the expression "Post Office bag of letters" means a mail bag as defined by the same Act :

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

The Railways Clauses Consolidation Act 1845 ;

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

The Companies Clauses Consolidation Act 1845 as incorporated with and varied by the Railways (Southern Group) Amalgamation Scheme 1922 ;

Part I (relating to cancellation and surrender of shares) Part II (relating to additional capital) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts and as incorporated with and varied by the said scheme.

Protection  
of gas and  
water  
mains of  
local  
authorities.

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

Power to  
make dock  
works and  
railways.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the works hereinafter described for the purposes of a train ferry service between the port of Dover and the Continent together with all necessary and convenient bridges rails sluices drains culverts walls approaches embankments roads buildings yards shipping

places wharves piers depots warehouses sheds watch-houses staithes jetties groynes stairs landing places stages quays gates entrances locks channels slips cranes dolphins buoys moorings pontoons booms sewers manholes pumping stations and other works appliances and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking and may use for any of such purposes any of the said lands which have already been acquired by or leased to the Company (that is to say) :—

A.D. 1932.  
—

In the borough of Dover in the county of Kent—

A widening of Clarence Quay on its northern side commencing at a point in Crosswall 20 yards north of the western end of that quay and terminating at the western face of South Pier at a point 35 yards north of the east end of the said quay;

A dock (about 1 acre 1 rood and 11 perches in extent) to be situate between the South Pier and the Admiralty Pier commencing at a point 63 yards west of the western corner of the customs house on the South Pier and extending thence in a south-easterly direction for a distance of 265 yards and there terminating in the bed of Dover Inner Harbour;

A railway (No. 1) (2 furlongs 5 chains in length) commencing by a junction with the London Chatham and Dover Railway at a point 13 yards south of the bridge carrying Limekiln Street over that railway and terminating on the South Pier at a point 53 yards west of the western corner of the customs house on that pier;

A railway (No. 2) (1 furlong 8 chains in length) commencing by a junction with the London Chatham and Dover Railway at a point 13 yards south of the bridge carrying Limekiln Street over that railway and terminating by a junction with the Dover and Deal Railway at a point 57 yards south of the bridge carrying the road known as The Viaduct over that railway.



A.D. 1932.

Works to  
be in  
parish and  
borough of  
Dover.

6. So much of any of the works authorised by this Act as is to be made and constructed upon the foreshore and bed of the sea shall from and after the completion thereof be deemed to be for all purposes within the parish and borough of Dover in the county of Kent.

Abandon-  
ment of  
portions of  
railway.

7. Subject to the provisions of this Act the Company may abandon and discontinue the maintenance and use of so much of the London Chatham and Dover Railway and of the Dover and Deal Railway as extends between the points of commencement and termination of railway (No. 2) and may remove the rails and other works forming the said portions of railways to be abandoned.

Reclama-  
tion of  
lands.

8. The Company may enclose and reclaim from Dover Harbour such part of the bed and foreshore thereof as may be necessary for the purposes of the dock works.

Power to  
dredge.

9. The Company for the purpose of constructing and maintaining the dock works and providing access thereto respectively may deepen dredge scour cleanse alter and improve the bed and foreshore of Dover Harbour and may use and appropriate the soil and material so dredged or removed Provided that any materials so dredged or removed if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade :

Provided also that the powers of the Company under this section shall be exerciseable subject to the provisions of the section of this Act of which the marginal note is " Crown rights " and in particular and without prejudice to that general limitation that any consent given to the exercise of such powers by the Commissioners of Crown Lands or the Board of Trade on behalf of His Majesty may be given subject to such restrictions and conditions including the payment by the Company to the Commissioners of Crown Lands or the Board of Trade of royalties rents or sums of money in respect of materials raised from any place below high-water mark and sold by the Company under this section or in respect of any place below high-water mark upon which materials may be deposited as may be fixed by the Commissioners of Crown Lands or the Board of Trade as the case may be.

**10.** The Company may cross divert alter or stop up any watercourses roads ways footpaths sewers drains culverts pipes mains wires and cables which it may be necessary to cross divert alter stop up or interfere with in connection with the construction or maintenance of the dock works :

A.D. 1932.

Power to alter water-courses pipes &c.

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

**11.** The Company may from time to time take divert and impound water from Dover Harbour for the purpose of supplying the dock by this Act authorised with water.

Power to impound water from Dover Harbour.

**12.** The provisions contained in the sections of the Southern Railway Act 1927 the numbers and marginal notes of which are set forth in this section shall so far as applicable extend and apply as if they were re-enacted in this Act (that is to say) :—

Incorporation of certain provisions of Act of 1927.

Section 16 (Works below high-water mark to be subject to approval of Board of Trade);

Section 17 (Survey of works by Board of Trade);

Section 18 (Abatement of work abandoned or decayed);

Section 19 (Lights on works during construction);

Section 20 (Permanent lights on works); and

Section 21 (Provision against danger to navigation).

**13.** The Company and the harbour board may enter into and carry into effect agreements with respect to the construction maintenance and user of the works at Dover by this Act authorised and the leasing to the Company of the sites thereof and with respect to the exercise of the powers of the section of this Act of which the marginal note is "Power to dredge."

Agreements with harbour board.

**14.** Nothing in this Act contained shall in any manner modify section 12 (Power to vary dues by agreement for steamers to and from the Continent in connection

Saving for agreement of 1871.

A.D. 1932.

with certain railways) of the Dover Harbour Act 1871 or affect or interfere with the agreement dated the first day of May one thousand eight hundred and seventy-one and made (in pursuance of that Act) between the harbour board of the first part the London Chatham and Dover Railway Company of the second part and the South Eastern Railway Company of the third part with reference to the use of Dover Harbour and the dues to be levied on vessels or craft of the Company using the same and goods landed therefrom or embarked thereon shall not (except as may be otherwise agreed between the Company and the harbour board) exceed the dues levied on the thirty-first day of December one thousand nine hundred and nineteen. Provided that the said agreement and the provisions thereof shall not apply to any ships belonging to or employed by the Company used mainly for the transport of coal steel or other minerals in regard to which the same dues shall be levied as though such ships did not belong to or were not employed by the Company and the expression "harbour" in the said agreement shall be deemed to include the harbour as existing at the date of the passing of this Act or as altered under the provisions of this Act.

Dock  
works part  
of Dover  
Harbour.

15. Subject to the provisions of the section of this Act of which the marginal note is "Saving for agreement of 1871" and of the agreement between the Company and the harbour board set forth in the First Schedule to this Act the dock works and the water enclosed thereby shall for the purpose of charging demanding and receiving tolls charges rates passenger dues poll tax and other dues and for all other purposes be part of Dover Harbour within the meaning of the Dover Harbour Act 1928 and the Acts referred to in the preamble to that Act as "the former Harbour Acts."

Confirma-  
tion of  
agreement  
with har-  
bour board.

16. The agreement made the twenty-first day of June one thousand nine hundred and thirty-two between the Company of the one part and the harbour board of the other part set forth in the First Schedule to this Act is hereby confirmed and made binding on the parties hereto.

Rates and  
charges on  
railways.

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



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

A.D. 1932.  
—  
Period for completion of certain works.

19. If the Company fail within the period limited by this Act to complete the railways 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 railways are 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 of the railway in respect of which such penalty has been incurred.

Imposing penalty if railways not opened within period limited.

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Accountant-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.

20. 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

Applica-  
tion of  
penalty.

A.D. 1932.  
— 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 such 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.

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 in respect of which the penalty has been incurred or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or re-transferred to the Company.

For pro-  
tection of  
Dover Gas  
Company.

**21.** For the protection of the Dover Gas Company (in this section referred to as "the undertakers") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the Company and the undertakers apply and have effect (that is to say) :—

- (1) At least twenty-eight days before commencing any works by this Act authorised which may affect any mains pipes tubes fittings or other apparatus (in this section referred to as "apparatus") of the undertakers the Company shall deliver to the undertakers plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works :

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

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

A.D. 1932.  
—

works the Company may forthwith proceed with the works by this Act authorised as if such notice had not been given to them :

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

other apparatus of the undertakers and of and incidental to any other works or things rendered necessary in consequence of such apparatus being rendered derelict or unnecessary : A.D. 1932.  
—

- (8) The reasonable expense of all repairs or renewals of any apparatus of the undertakers or any works in connection therewith which may at any time hereafter be rendered necessary either by reason of the exercise by the Company of the powers conferred upon them by this Act or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this Act authorised or rendered necessary by reason of any subsidence resulting from such works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :
- (9) The Company in executing any works under this Act or in removing raising or otherwise altering the position of any apparatus of the undertakers shall make good all damage done by them to the apparatus or other property of the undertakers :
- (10) The Company shall make reasonable compensation to the undertakers for any loss or damage which they may sustain by reason of any interference with their apparatus or property under the powers of this Act or of the construction failure or user of the works by this Act authorised or by the exercise by the Company of the powers conferred upon them by this Act or by the act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this Act authorised The Company shall also indemnify the undertakers in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the undertakers :



A.D. 1932.  
—

(11) It shall be lawful for the undertakers and the engineers workmen and others in their employ at all times when it may be necessary to enter upon the lands works and premises of the Company at any point or place where there is existing apparatus of the undertakers and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or extending such apparatus under or over the same lands and premises and notwithstanding the stopping up temporarily of any public street or place under the powers of this Act to exercise the same rights of access as they now enjoy to all or any apparatus of the undertakers situate in or under any such street or place Provided always that in so doing the undertakers their engineers or workmen or others in the employ of the undertakers shall not interrupt the user of any of the works of the Company by this Act or any other Act authorised Provided also that the undertakers shall make good and reimburse to the Company all damages to such works occasioned by the exercise of the powers by this section reserved to the undertakers :

(12) Any difference which shall arise under this section between the Company and the undertakers or their respective engineers shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Power to  
make  
further  
works &c.

22. 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 as 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) :—

A.D. 1932.

In the borough of Dover in the county of Kent—

The Company may stop up and discontinue the footpath and footbridge over the London Chatham and Dover Railway and the Dover and Deal Railway leading from Elizabeth Street to Strond Street and the footpath and footbridge over the last-mentioned railway leading from Hawkesbury Street to Elizabeth Street and may substitute a new footbridge and footpaths therefor ;

The Company may stop up and discontinue the footpath and footbridge over the railway immediately north of the Lord Warden Hotel leading from Clarence Place to South Pier.

In the parish of Ifield in the rural district of Horsham in the county of West Sussex—

The Company may stop up and discontinue so much of Gossips Green Lane as is crossed by the Mid-Sussex railway on the level and may substitute therefor a footbridge on the west side of the said crossing and a footpath on the north side of the said railway extending from the said footbridge to a point 215 yards west thereof and there forming a junction with the proposed Crawley by-pass road :

Provided that the said portion of Gossips Green Lane shall not be stopped up until the bridge for carrying the said by-pass road over the said railway has been completed and opened for public traffic.

**23.** Notwithstanding anything in this Act the following provisions for the protection of the mayor aldermen and burgesses of the borough of Dover (in this section referred to as “the corporation”) shall except so far as may be otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

For pro-  
tection of  
Dover Cor-  
poration.

- (1) (a) The new footbridge and footpaths which the Company are authorised by this Act to substitute for the existing footpaths and footbridges in the

A.D. 1932.  
—

borough of Dover which are referred to in the section of this Act of which the marginal note is "Power to make further works &c." shall be constructed by the Company in such position upon the lands delineated on the deposited plans as the corporation may reasonably approve and shall be constructed under the superintendence of the corporation (if they see fit to attend for that purpose) and in accordance with plans sections working drawings and specifications to be submitted to and reasonably approved by the corporation;

(b) Not less than twenty-eight days before commencing the construction of the said footbridge and footpaths the Company shall submit to the corporation for their approval such plans sections working drawings and specifications as are hereinbefore referred to and the Company shall not commence such construction before such plans sections working drawings and specifications shall have been approved in writing by the corporation or (if such approval be not given within a period of twenty-eight days after such delivery) determined by arbitration as hereinafter provided. Provided that if the corporation do not signify their disapproval of any such plans sections working drawings or specifications 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;

(c) The borough engineer and surveyor of the corporation and any person authorised by him in writing shall at all times have free access to the said footbridge and footpaths during the construction thereof and all reasonable facilities shall from time to time be afforded to the said borough engineer and surveyor or such person by the Company for the inspection thereof and after such construction the said footbridge and footpaths shall be maintained by the Company to the reasonable approval in all things of the corporation;

(d) The construction of the said footbridge and footpaths shall be completed by the Company to the reasonable satisfaction of the corporation and shall be opened for public use before or as soon as is reasonably possible after the Company exercise any of the powers conferred upon them by this Act with reference to the stopping up and discontinuance of the existing footpaths and footbridges which are referred to in the said section of this Act of which the marginal note is "Power to make further works &c.":

- (2) The Company shall not take or interfere with the bridges carrying Limekiln Street and the Viaduct over the existing railways of the Company or the existing footbridge known as Crosswall footbridge :
- (3) If in consequence of the execution of any of the powers of this Act it will in the reasonable opinion of the corporation be necessary for the Company to alter interfere with or disturb any sewers drains culverts water mains or apparatus electricity mains cables or apparatus standards lamps or other work of the corporation (hereinafter referred to as "works of the corporation") such alteration interference or disturbance shall be executed by the Company in such a manner that the service afforded by such works of the corporation is not interfered with unless and until new works are provided by the Company in lieu of the existing works interfered with or displaced as aforesaid and properly connected up to the reasonable satisfaction of the corporation :
- (4) All works to be executed by the Company under the powers of this Act affecting any streets highways or works of the corporation shall be done at the cost in all respects of the Company and under the superintendence and to the reasonable satisfaction of the corporation and in accordance with plans sections and particulars to be previously submitted to and reasonably approved by them :

A.D. 1932.

- (5) The corporation may from time to time maintain and repair all existing works of the corporation situate in under or over the works authorised by this Act or lands acquired by the Company thereunder and may lay down as and when they think fit new works of the same kind in substitution for such existing works and any additional expense incurred by the corporation in so doing and due to or in consequence of the construction of the works authorised by this Act shall be repaid to the corporation by the Company :
- (6) Any difference which may arise between the Company and the corporation under the provisions of this section shall be determined by a single arbitrator 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 arbitration.

As to user  
of sea front  
railway at  
Dover.

24. The following provisions shall unless the harbour board and the mayor aldermen and burgesses of the borough of Dover otherwise consent apply and have effect :—

- (1) The Company shall not convey over the Railway No. 2 described in the Dover Harbour Act 1923 more than three hundred thousand tons of coal in any one calendar year and so in proportion for the period extending from the passing of this Act to the thirty-first day of December one thousand nine hundred and thirty-two :
- (2) The Company shall keep records of the quantity of coal conveyed by them over the said railway and shall at the commencement of each quarter of a year inform the said mayor aldermen and burgesses of the quantity so conveyed during the previous quarter :
- (3) Coal shall not be conveyed by the Company over the said railway unless prior to such conveyance it has been either washed or sprinkled with water so as to obviate as far as reasonably practicable coal dust being blown therefrom during such conveyance.



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

A.D. 1932.  
Power to deviate in construction of works.

**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 (that is to say) :—

Power to acquire lands.

In the county of Surrey—

Lands in the urban district of The Maldens and Coombe on the west side of and adjoining the Company's goods yard at Worcester Park station and on the north-east side of and adjoining Malden Green.

**27.** 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-five.

Period for compulsory purchase of lands.

**28.** Where this Act authorises the stopping up of a 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 abutting on both sides thereof and from and after such stopping up all rights of way over or along the footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses

Stopping up foot-paths without providing substitute.

[Ch. lxxiii.] *Southern Railway* [22 & 23 GEO. 5.]  
*Act, 1932.*

A.D. 1932. 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 footpath or portion thereof so stopped up :

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

Stopping  
up roads or  
footpaths  
in case of  
diversion.

29. Where this Act authorises the diversion of a footpath or the making of a new footpath and the stopping up of an existing road or footpath or portion thereof such stopping up shall not take place until such new 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 footpath has been completed to their satisfaction and is open for public use.

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 footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road 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.

**30.** 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 if the Company shall so determine and give notice in writing to that effect to the owner of any right of way referred to therein. 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.

A.D. 1932.

—  
As to  
private  
rights of  
way over  
lands  
acquired.

**31.** 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.

**32.** 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.

**33.**—(1) 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

Costs of  
arbitration  
in certain  
cases.

A.D. 1932.

Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant. Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case. Provided also that this subsection 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 subsection.

(2) Section 34 of the Lands Clauses Consolidation Act 1845 for the purposes of its application to this Act shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase money and compensation made by the promoters (namely) :—

Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator.

Compensation in case of recently altered buildings.

**34.** 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 thirty-one 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.

A.D. 1932.  
—

**35.**—(1) The Company may hold use and appropriate for the purposes of their undertaking (including garages workshops and other purposes of road transport traffic) the following lands and premises which have already been acquired by them and the purchase or acquisition thereof is hereby sanctioned and confirmed (that is to say) :—

Confirma-  
tion of  
purchase of  
lands.

In the county of London—

Lands in the metropolitan borough of Greenwich on the south side of and adjoining the Bexley Heath railway east of Kidbrooke station;

Lands in the metropolitan borough of Lewisham on the east side of and adjoining Catford Bridge station.

In the county of Middlesex—

Lands in the urban district of Feltham on the north side of and adjoining the Windsor railway and extending between Clock House Bridge and a point 1,172 yards east thereof.

In the county of Kent—

Lands in the urban district of Wrotham on the south side of and adjoining the railway from Sevenoaks to Maidstone and forming part of the enclosure numbered 702A on the 1/2500 Ordnance map (Kent sheet XXX—13 edition of 1908);

Lands in the parish of Nonington in the rural district of Eastry on both sides of and adjoining Aylesham halt.



A.D. 1932.  
—

In the county borough of Hastings—

Lands on the north side of and adjoining Clifton Road.

In the county of East Sussex—

Lands in the parish of Hollington Rural in the rural district of Battle on the north-east side of and adjoining the Tunbridge Wells and Hastings railway south-east of Redgeland Wood.

In the county of Dorset—

Lands and premises in the parish of Wool in the rural district of Wareham and Purbeck on the north side of and adjoining the Southampton and Dorchester railway and extending from the road from Wool Bridge to Wool station to a point 550 yards east of that road.

In the city and county borough of Plymouth—

Lands on the north side of and adjoining the Cattewater branch railway and extending between points respectively 300 yards and 344 yards east of Cattedown Road.

(2) The provisions of the London Building Act 1930 or any Act amending or extending the same and any byelaws and regulations in force thereunder shall (subject to any special exemptions in favour of railway companies therein contained) apply to the erection or making by the Company of any building or structure or any additions to or alterations of existing buildings or structures on such of the lands referred to in this section as are situate in the administrative county of London.

(3) It shall not be lawful for the Company as owners of the said lands without the consent of the London County Council to encroach upon any part of the surface of any street or footway in the said county or to erect or bring forward any building or structure beyond the general line of buildings in any street or part of a street or place being a highway or row of houses abutting on a highway.

(4) Nothing in this section shall affect any sewer vested in the London County Council or extend to prejudice diminish alter or take away any right power

privilege or authority vested in the council in respect thereof under the provisions of the Metropolis Management Acts 1855 to 1893. A.D. 1932.

**36.** The Company shall not affix nor exhibit nor permit to be affixed or exhibited upon any part of the lands in the administrative county of London the purchase or acquisition whereof is sanctioned and confirmed by this Act or upon any building hoarding structure or erection thereon within view of any public street or open space in the said county any placards or advertisements except such as have been approved in writing by the London County Council and if any such placard or advertisement is affixed or exhibited without such approval the said council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting advertisements or placards giving information to the public as to the business of the Company. As to advertisements in county of London.

**37.** The period now limited by the Southern Railway Act 1927 for the completion of the railway by that Act authorised is hereby extended until the first day of October one thousand nine hundred and thirty-seven and the said Act of 1927 shall be read and construed as if the period limited by this section for the completion of the said railway had been the period limited by the said Act for the completion thereof. Extension of time for completion of certain railway.

**38.** The period now limited by the Southern Railway Act 1929 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-five but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised. Extension of time for compulsory purchase of lands.

The said lands are—

- (a) lands required for the purposes of or in connection with Widenings No. 1 No. 7 and No. 8 authorised by the Southern Railway Act 1926;
- (b) lands required for the purposes of or in connection with Widening No. 10 authorised by the said Act of 1926 and numbered on the deposited plans 3 4 6 9 10 and 11 in the county borough of Bournemouth;

[Ch. lxxiii.] *Southern Railway* [22 & 23 GEO. 5.]  
*Act, 1932.*

A.D. 1932.  
—

- (c) lands required for the purposes of or in connection with the bridge widening in the city of Rochester authorised by the said Act of 1926;
- (d) lands in the county borough of Southampton authorised to be acquired by the said Act of 1926 and described in section 40 (Power to Company to acquire lands) of that Act;
- (e) lands required for the purposes of or in connection with the bridge lengthening and alteration in the urban district of Heston and Isleworth authorised by the said Act of 1929; and
- (f) lands in the urban district of Merton and Morden authorised to be acquired by the said Act of 1929 and described in section 26 (Power to Company to acquire lands) of that Act.

For protection of  
Kent  
County  
Council.

**39.**—(1) Notwithstanding anything contained in this Act or the Southern Railway Act 1926 or shown upon the plans and sections deposited in respect of the Bill for the said Act of 1926 (in this section referred to as “the deposited plans of 1926”) the following provisions for the protection of the county council of the administrative county of Kent (in this section referred to as “the county council”) shall unless otherwise agreed in writing between the county council and the Company (and the county council are hereby authorised to make agreements varying the provisions of this section) apply and have effect (that is to say):—

- (i) Before commencing under the powers of the said Act of 1926 the execution of any work in connection with the alteration of any of the bridges in this subsection mentioned or any of the roads under or carried over such bridges the Company shall give to the county council not less than four months’ previous notice in writing of the date when such work will be commenced;
- (ii) (a) After the receipt by the county council pursuant to the foregoing paragraph of a notice with respect to any of the bridges referred to in such notice which carries any of the roads mentioned in the first column of the following table over the existing Tonbridge and Ashford railway and

A.D. 1932.

Widening No. 7 authorised by the said Act of 1926 and at least eight weeks before the date stated in such notice for the commencement of the work the county council may by notice in writing to the Company require that such bridge shall be reconstructed and/or widened to the width between the parapets set opposite to the road carried by such bridge in the third column of that table and that the approaches to such bridge shall be reconstructed with gradients not steeper than those set opposite such road in the fourth column of that table (namely) :—

Name of Road.	No. on the deposited plans of 1926.	Width of roadway.	Gradients of approaches.
The Beltring-Kippings Cross Road	6 in parish of Brenchley	60 feet	1 in 30
The road from Fowl Hall to Brenchley	4 in parish of Yalding	40 feet	1 in 30
The Yalding-Lamberhurst Road (Collier Street)	48 in parish of Yalding	50 feet	1 in 30
The Maidstone Road from Stile Bridge to Marden	74 in parish of Marden	50 feet	—
Clapper Lane Staplehurst	24 in parish of Staplehurst	20 feet	1 in 20
The Rochester-Hastings Road	43 in parish of Staplehurst	60 feet	1 in 30
The road from Staplehurst to Hawkenbury and Headcorn	86 in parish of Staplehurst	40 feet	1 in 30

Provided that if it appears to the county council desirable that any of the said bridges should be reconstructed and/or widened to a greater or less width than or that any of the said gradients of approaches should be steeper than or not so steep as is specified in the foregoing table the county council may within the time specified in this paragraph require that any of the said bridges or approaches shall be

A.D. 1932.

reconstructed and/or widened to such dimensions and/or with such gradients as they may reasonably require and the dimensions and/or gradients so specified by the county council shall be deemed to be substituted for those specified in the foregoing table;

(b) Any work of reconstruction or widening of any of such bridges shall be such as to make the bridge as reconstructed or the widened portion of the bridge as the case may be of such strength as shall be sufficient to carry the ordinary traffic of the district at the time the work is carried out and the roadways on and approaches to such bridges as reconstructed shall be made up in accordance with the reasonable requirements of the county council and all such work shall be carried out to the reasonable satisfaction of the county council;

(iii) (a) After the receipt by the county council pursuant to paragraph (i) of this subsection of a notice relating to the bridge carrying the said railway and the said Widening No. 7 over the road from Maidstone and Hunton to Marden being the road numbered on the deposited plans of 1926 37 in the parish of Marden and at least eight weeks before the date stated in such notice for the commencement of the work the county council may by notice in writing to the Company require the Company to reconstruct the said bridge with a span between the abutment walls of such bridge measured at right angles to the centre line of that road of not less than forty feet and with a clear headway throughout of not less than sixteen feet six inches above the level of the road;

(b) In the event of the roadway under the said bridge being lowered in order to provide the necessary headway such surface water and other drains shall be provided and such other works shall be carried out as may be reasonably necessary in consequence of the lowering of such roadway and the said roadway as altered



shall be made up in accordance with the reasonable requirements of the county council and all such work shall be carried out to the reasonable satisfaction of the county council;

(c) The bridge referred to in this paragraph shall be a girder bridge of a reasonably ornamental character and design and shall so far as reasonably practicable be made and maintained so as to prevent the dripping of water therefrom on any part of the road thereunder;

(iv) (a) The cost of carrying out any work in relation to the bridges (including the roadways thereon and the approaches thereto) referred to in paragraph (ii) of this subsection shall subject to sub-paragraph (b) of this paragraph be borne by the Company;

(b) In the event of the county council requiring pursuant to paragraph (ii) of this subsection that the width of any bridge and/or the ascent of the approaches thereto shall be other than is prescribed by section 50 of the Railways Clauses Consolidation Act 1845 and/or that any bridge structure or part thereof which exists at the date of the passing of this Act shall be strengthened to enable such existing bridge structure or part thereof to carry the ordinary traffic of the district at the time of the execution of the work any additional cost incurred by the Company in complying with such requirement of the county council shall be borne by the county council;

(c) The cost of carrying out any work in relation to the bridge including the roadway thereunder and on the descents leading thereto referred to in paragraph (iii) of this subsection shall subject to sub-paragraph (d) of this paragraph be borne by the Company;

(d) If any requirement of the county council pursuant to paragraph (iii) of this subsection involves any additional cost to that which the Company would have incurred if in reconstructing the said bridge they had complied with the requirements of section 49 of the

A.D. 1932.

Railways Clauses Consolidation Act 1845 such additional cost shall be borne by the county council;

- (v) (a) Before commencing the reconstruction and/or widening of any of the bridges referred to in this subsection the Company shall submit to the surveyor of the county council for his approval plans sections and elevations and any other necessary particulars of the works proposed to be executed in connection with such bridges Provided that if the said surveyor shall in any case unreasonably withhold his approval under this paragraph such plans sections elevations and other particulars shall be settled by arbitration as hereinafter provided and if the said surveyor does not within twenty-eight days after the submission to him of such plans sections elevations and particulars signify his disapproval thereof or his requirements with respect thereto he shall be deemed to have approved of such plans sections elevations and particulars;

(b) All works in connection with the reconstruction and/or widening of any of the said bridges shall be executed and carried out only in accordance with such plans sections elevations and particulars as shall be approved by the said surveyor or settled by arbitration as aforesaid and in such manner as not unnecessarily to obstruct or impede the public use of the road under or over which the bridge is to be reconstructed and such works when commenced shall be proceeded with with all reasonable dispatch and to the reasonable satisfaction of the said surveyor;

- (vi) The Company at all times at their own expense shall maintain and repair the structure of the bridges referred to in this subsection including the parapets thereof and the embankments or other means of support of the approaches thereto as reconstructed or widened and the county council at all times at their own expense shall maintain and repair the roadways on such

bridges and the approaches thereto as are reconstructed or widened in accordance with any requirements made by them Provided that nothing contained in this paragraph shall be deemed to relieve the Company of any liability to which they would otherwise be subject in relation to the maintenance of the roadway over any of such bridges and the approaches thereto until after the bridge shall have been reconstructed or widened in accordance with any requirement made by the county council pursuant to this subsection;

- (vii) In connection with the construction of the said Widening No. 7 the Company shall not (except as provided in this paragraph or for the purpose of complying with any requirement of the county council pursuant to this subsection) take or otherwise interfere with any part of the road numbered on the deposited plans of 1926 2 in the parish of Marden and in the event of the Company making any alteration in the gradient of that road to meet the northern approach of the bridge carrying the road numbered on the deposited plans of 1926 48 in the parish of Yalding over the said widening they shall at their own expense regrade the said first-mentioned road to a gradient not steeper than 1 in 20 and the said road as regraded shall be made up in accordance with the reasonable requirements of the county council and all such work shall be carried out to the reasonable satisfaction of the county council;
- (viii) In connection with the construction of the said Widening No. 7 the Company shall not take any part of the road numbered on the deposited plans of 1926 98 in the parish of Marden and in altering the bridge carrying the road numbered on the deposited plans of 1926 101 in the said parish over the said widening the Company shall at their own cost and to the reasonable satisfaction of the county council make such alterations as may be reasonably necessary in the levels of the surface of the said road numbered 98 and of the road numbered on the deposited plans of 1926 105 in

A.D. 1932.

the said parish as the said roads now exist or as the same may be altered prior to or at the same time as the alteration of the said bridge;

- (ix) Any difference which shall arise between the Company and the county council or their surveyor under paragraphs (i) to (viii) of this subsection shall be referred to and settled by an arbitrator 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 the provisions of the Arbitration Act 1889 or any statutory re-enactment or modification thereof shall apply to any such reference.

(2) The Company and the county council may enter into and carry into effect agreements for varying or altering the provisions of the Southern Railway Act 1926 or any Act incorporated with that Act so far as those provisions relate to any bridge for carrying any road over or under the said Widening No. 7 and for dealing with matters consequential thereon or incidental thereto such agreements to be upon such terms and conditions and for such period or periods as may be agreed between the Company and the county council.

Applica-  
tion of  
certain  
sections of  
Act of  
1924.

**40.** The provisions of section 63 of the Southern Railway Act 1924 (which authorises the leasing &c. 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 said Act (which authorises the building &c. 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 or in pursuance of the powers of this Act.

As to  
railway  
crossings  
of Canute  
Road  
South-  
ampton.

**41.—**(1) Notwithstanding anything in any enactment the Company shall not be required to erect or maintain gates across Canute Road Southampton where the railways of or tramways worked by the Company cross or may cross that road on the level. Provided that the use upon the said railways or tramways of engines carriages and wagons drawn or propelled by steam power

shall be subject to any regulation which the Minister of Transport may from time to time prescribe or approve. A.D. 1932.

(2) Save as aforesaid nothing in this section shall relieve the Company from any liability or obligation to which they may be subject in respect of the level crossings over the said road.

42. The agreement made the fourteenth day of August one thousand nine hundred and thirty-one between the Padstow Harbour Commissioners of the one part and the Company of the other part set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto. Confirmation of agreement with Padstow Harbour Commissioners.

43.—(1) Subject to the provisions of this Act the Company may from time to time raise additional moneys for the purposes of their undertaking wholly or partially by one or more of the following modes as the directors of the Company may determine at the time or times of the creation or issue thereof (that is to say):— Power to Company to raise further money.

- (a) By the creation and issue of new ordinary stock;
- (b) By the creation and issue of new preference stock (including new guaranteed preference stock);
- (c) By borrowing on mortgage of their undertaking;
- (d) By the creation and issue of debenture stock charged on their undertaking:

Provided that the aggregate amount of the moneys so from time to time raised shall not exceed five million pounds after taking into account any premiums or discounts obtained or allowed as the case may be on the issue of any such stock as aforesaid:

Provided also that notwithstanding anything contained in the Companies Clauses Act 1863 any such preference stock (including guaranteed preference stock) may bear such rate of dividend as the directors of the Company may determine at the time or times of the creation or issue thereof.

(2) Section 113 of the Stamp Act 1891 as altered and amended by subsequent enactments shall apply in all respects to the increase of capital authorised by this Act as though the issue of any new ordinary or new



A.D. 1932. preference stock (including new guaranteed preference stock) authorised by this Act were the authorisation within the meaning of the said section 113 of the increase of nominal capital of the Company to the amount of such new stock issued and in lieu of the stamped statement to be delivered thereunder there shall be delivered by the Company to the Commissioners of Inland Revenue a similar stamped statement on every occasion of and within one month after the issue of any new ordinary or new preference stock (including new guaranteed preference stock) authorised by this Act relating to the amount of such issue and all the provisions of the said section 113 (as altered and amended as aforesaid) shall apply thereto subject to the modification imposed by this subsection.

As to mortgages and debenture stock.

44. The provisions of Part III of the Companies Clauses Act 1863 and section 25 (Debenture stock) of the Railways (Southern Group) Amalgamation Scheme 1922 shall apply to any mortgages granted and any debenture stock created and issued under the powers of this Act.

Disposal of new stock.

45. The Company may in issuing any new stock under the powers of this Act dispose of the same at such times to such persons on such terms and conditions and in such manner as the directors of the Company think advantageous to the Company.

New stock subject to same incidents as original capital.

46. Any new stock created by the Company under this Act otherwise than as debenture stock and the holders thereof respectively shall unless otherwise provided by the terms of creation or issue thereof be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents as if that stock were part of the existing capital stock of the Company of the same class and denomination.

As to ranking of preference stocks.

47. Notwithstanding anything contained in the Companies Clauses Act 1863 or in any other Act any preference stock (including guaranteed preference stock) or redeemable preference stock (including redeemable guaranteed preference stock) of the Company created and issued under or in pursuance of any Act of Parliament or Order or Scheme having the force of an Act of Parliament shall (if so determined by any resolution in pursuance of which the same shall have been created and issued) form part of or rank *pari passu* with and shall (subject to the date of redemption of any redeemable



stock) confer the like privileges and be subject to the like restrictions as the existing stock of the Company of the same class and denomination or any other stock of the Company of the same class and denomination which may be in existence at the date of the creation and issue of such first-mentioned stock.

A.D. 1932.

48. If the Company after having under this Act created any new stock otherwise than as debenture stock determine not to issue the whole of the stock created they may cancel the unissued stock and (subject to the provisions of the first proviso to subsection (1) of the section of this Act of which the marginal note is "Power to Company to raise further money") may from time to time thereafter create and issue instead thereof other new stock of an aggregate amount not exceeding the aggregate amount of the stock so cancelled.

Power to cancel unissued stock.

49. Every provision in any Act of Parliament passed prior to the passing of this Act whereby the Company are authorised to raise by borrowing money for the purposes of their undertaking with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

Appointment of receiver.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

50. Section 73 (Power to issue guaranteed preference stock) of the Southern Railway Act 1926 as amended by section 54 (Power to issue further guaranteed preference stock) of the Southern Railway Act 1929 shall be read and have effect as if the words "eight million five hundred and forty-eight thousand three hundred and twenty pounds" were inserted therein in lieu of the words "eight million pounds."

Power to issue further guaranteed preference stock.

A.D. 1932.

Redeem-  
able pre-  
ference and  
debenture  
stock.

**51.** 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 debenture stock and any preference stock (including guaranteed preference stock) of the Company which may have been or may from time to time be issued in pursuance of any Act of Parliament or Order or Scheme having the force of an Act of Parliament.

Applica-  
tion of  
capital.

**52.** All moneys raised by the Company under this Act whether by the issue of stock or by borrowing shall be applied only to purposes to which capital is properly applicable.

Interest on  
money  
advanced  
beyond  
calls.

**53.** Nothing in this Act shall prevent the Company from paying such interest on money advanced beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845 but save as aforesaid no interest or dividend shall be paid out of any capital moneys of the Company.

Power to  
Company  
to apply  
funds.

**54.** 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.

**55.** 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.

Deposits  
for future  
Bills not to  
be paid out  
of capital.

**56.** The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

**57.** Except as otherwise expressly provided 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.

A.D. 1932.  
—  
Provision  
as to  
general  
Railway  
Acts.

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

Crown  
rights.

**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.

Costs of  
Act.

A.D. 1932.

The SCHEDULES referred to in the  
foregoing Act.

---

THE FIRST SCHEDULE.

---

Stamp.

Ten  
shillings.

AN AGREEMENT made the twenty-first day of June 1932 between THE SOUTHERN RAILWAY COMPANY (hereinafter referred to as "the Company") of the one part and THE DOVER HARBOUR BOARD (hereinafter referred to as "the Board") of the other part.

WHEREAS the Company are promoting in the present Session of Parliament a Bill (hereinafter referred to as "the Bill") under the name or short title of the Southern Railway Bill for powers (amongst other things) to make and maintain a widening of Clarence Quay and a dock (which widening and dock are in the Bill and hereinafter referred to as "the dock works") and certain other works at Dover in connection with a train ferry service between that port and the Continent and to enclose and reclaim from Dover Harbour such part of the bed and foreshore thereof as may be necessary for the purpose of the dock works:

And whereas the Company have requested the Board to grant to the Company for the said purposes authorities privileges and rights over part of the bed and foreshore of Dover Harbour and a lease of certain lands to enable the Company to make and maintain the dock works and other works which the Board have agreed to do upon the terms and conditions hereinafter appearing:

Now it is hereby agreed between the parties hereto as follows:—

1. The Company may at the cost and expense of the Company—

- (1) enclose and reclaim from Dover Harbour such part of the bed and foreshore thereof as may be necessary for the purpose of the dock works;
- (2) deepen dredge scour cleanse alter and improve the bed and foreshore of Dover Harbour for the purpose of constructing and maintaining the dock works and providing access thereto (but in such a way as not to unduly interfere with the navigation of Dover Harbour) and to use and appropriate the soil and material so dredged and removed; and
- (3) make and maintain the works (hereinafter referred to as "the said works") and to exercise the powers of the clause of the Bill of which the marginal note is "Power to make dock works and railways."

2. Any works of dredging required for the purpose of providing access to the dock works shall in the first instance be carried out by the Company at their own cost and to the reasonable satisfaction of the Board and such works of dredging and access shall at all times thereafter be maintained by and at the expense of the Board and to the reasonable satisfaction of the Company.

3. The Company shall not without the consent of the Board (which consent shall not be unreasonably withheld) exercise the powers of the clause of the Bill of which the marginal note is "Power to alter watercourses pipes &c." so as injuriously to affect the property of the Board.

4. As soon as the dock works or such portion thereof as the Company may decide to construct have been completed the Board shall grant a lease to the Company for a term of 999 years (and subject in other respects to the terms and conditions contained in the conveyance from the Crown and the Board of Trade to the Harbour Board dated the 16th day of June 1892 in so far as the said terms and conditions are now applicable to the land hereby agreed to be leased) from the date of completion and at the yearly rent of £5 and giving the Company complete and sole control (subject to the stipulation on the part of the Company No. (2) hereinafter referred to and the reservation to be contained in the said lease as hereinafter provided) of such part of the land upon which the dock works have been constructed as shall not have already been leased by the Board by an indenture dated the 10th day of June 1918 and made between the Board of the one part and the South Eastern Railway Company the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies' Managing Committee of the other part with power for the Company to provide and use upon the said land such railways sidings turntables warehouses sheds and buildings and other works and conveniences as they may think proper for the working and accommodation of their traffic. Such lease shall contain stipulations on the part of the Company and the Board respectively to the following effect:—

On the part of the Company—

- (1) to pay the rent and usual rates and taxes payable by tenants;
- (2) to permit the duly authorised officials servants and agents of the Board when engaged upon the business of the Board to pass to and fro over the said land provided they do not interfere with the traffic or business of the Company's undertaking;
- (3) To use the said land only as a site for the construction and maintenance of works to be used in connection with the Company's railways and their sea-borne and other traffic of every description including the Company's proposed train ferry service between the port of Dover and the Continent;

A.D. 1932.

On the part of the Board—

To permit the Company at their own expense to make and maintain the said works upon the said land and to use the same for the purposes aforesaid the dock works and any works of maintenance thereof being constructed and made to the reasonable satisfaction of the Board's engineer for the time being.

The said lease shall also contain—

- (1) The usual proviso for re-entry for non-payment of rent or breach of covenant;
- (2) A proviso that the Board shall be entitled (subject to the provisions of the clause of the Bill of which the marginal note is "Saving for agreement of 1871") to levy the same dues both in respect of vessels entering the harbour and using the dock works and in respect of goods landed thereon or embarked therefrom as they now are or shall at any time or times hereafter be entitled to levy in respect of vessels entering the said harbour and using any of the other quays and in respect of goods landed on or embarked from such other quays;
- (3) A reservation of the rights of the customs authority under section 20 of the Dover Harbour Act 1891 and of any rights of the naval military or other Government authority under any Act of Parliament relating to Dover Harbour;
- (4) A provision that the Company shall indemnify the Board against the cost charges and expenses of any surrender by the customs authority of the lease of the watch-house or customs house at South Pier rendered useless or inconvenient by reason of the said works and shall (if lawfully so required by the customs authority) erect a new watch-house or customs house in lieu thereof and indemnify the Board against the Board's liability in respect of the maintenance and repair of the same either under the provisions of the Harbours Docks and Piers Clauses Act 1847 or section 20 of the Dover Harbour Act 1891 or otherwise.

5. Any dispute arising between the Company and the Board with reference to the said lease shall be settled by counsel of ten years standing acting under the directions of an arbitrator to be appointed under the provisions as to arbitration contained in clause 8 hereof.

6. Notwithstanding anything contained in the Dover Harbour (Works &c.) Act 1906 or in the agreement set forth in the



Second Schedule to that Act or in the said indenture dated the 10th day of June 1918 the Harbour Board shall not be required by the Company to construct the Quay No. 4 authorised by that Act and referred to in the said agreement and indenture. A.D. 1932.

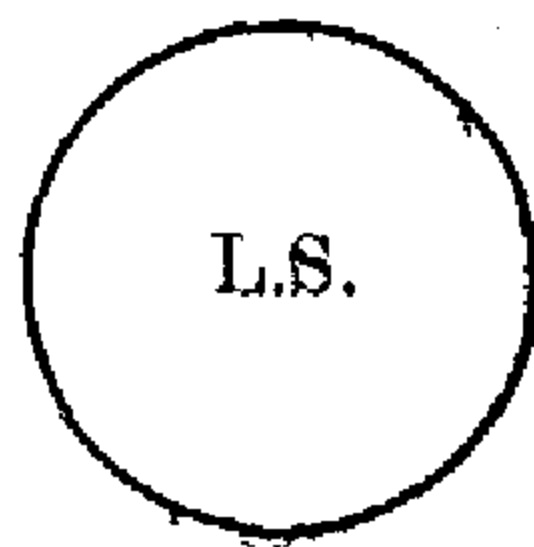
7. Any formal deeds or instruments that may be necessary for carrying the provisions of this agreement into effect shall as soon as conveniently may be after the passing of the Act confirming this agreement be prepared and executed by all necessary parties the terms of any such deeds or instruments in case of difference to be settled by arbitration in manner hereinafter provided.

8. Any question or difference which may arise between the parties under this agreement shall be referred to and determined by a sole arbitrator to be appointed (in default of agreement) by the Minister of Transport 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 and determination.

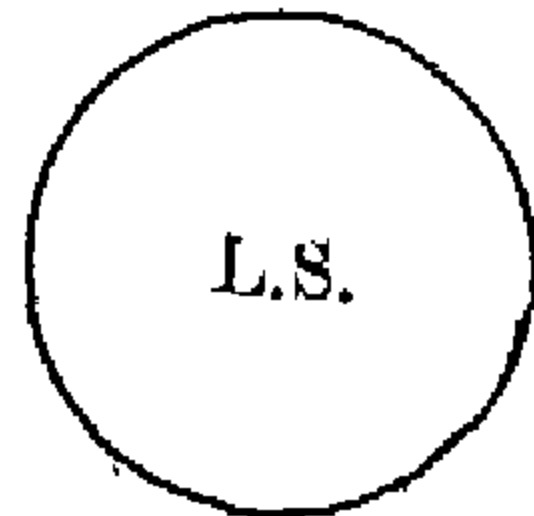
9. This agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw from the agreement before the same receives the sanction of Parliament and the same shall thereupon become null and void.

In witness whereof the parties hereto have caused their respective common seals to be hereunto affixed the day and year first above written.

The common seal of the Southern Railway Company was hereunto affixed in the presence of  
F. H. WILLIS  
Secretary.



The common seal of the Dover Harbour Board was hereto affixed in the presence of  
RUTLEY MOWLL  
Register of Dover Harbour.



A.D. 1932.

THE SECOND SCHEDULE.

Stamp.

Ten  
shillings.

AN AGREEMENT made the fourteenth day of August One thousand nine hundred and thirty-one between THE PADSTOW HARBOUR COMMISSIONERS (hereinafter referred to as "the Commissioners") of the one part and THE SOUTHERN RAILWAY COMPANY (hereinafter referred to as "the Company") of the other part supplemental to an agreement (hereinafter referred to as "the principal agreement") dated the twenty-eighth day of February one thousand nine hundred and sixteen and made between the Commissioners of the one part and the London and South Western Railway Company of the other part being the agreement confirmed by and set forth in the Third Schedule to the Southern Railway Act 1923.

WHEREAS—

(1) The undertakings of the North Cornwall Railway Company and of the London and South Western Railway Company (hereinafter referred to as "the South Western Company") have in pursuance of the Railways Act 1921 become vested in the Company.

(2) The preliminary works referred to in the principal agreement were completed by the South Western Company on the twenty-fifth day of March one thousand nine hundred and sixteen and the Commissioners in pursuance of clause 4 of the principal agreement issued to that Company seventy-nine Port of Padstow mortgage bonds of fifty pounds each.

(3) A portion only of the further works referred to in the principal agreement has been executed and in respect of such portion of the further works the South Western Company have expended the sum of eighteen thousand and two pounds fifteen shillings and elevenpence.

(4) In respect of such expenditure of eighteen thousand and two pounds fifteen shillings and elevenpence the Commissioners in pursuance of clause 6 of the principal agreement issued to the South Western Company three hundred and forty-seven Port of Padstow five per centum mortgage bonds of fifty pounds each leaving a balance of expenditure of six hundred and fifty-two pounds fifteen shillings and elevenpence which has not been repaid by the Commissioners to the South Western Company or the Company either by the issue of bonds or otherwise.

(5) In accordance with the provisions of paragraph (c) of clause 6 of the principal agreement interest on the said three

hundred and forty-seven mortgage bonds is payable to the Company at the reduced rate of two and a half per centum per annum. A.D. 1932.

(6) The Commissioners and the Company have agreed that the uncompleted portion of the further works shall not be executed and that certain new works hereinafter referred to shall be substituted therefor.

(7) By the Padstow Harbour Scheme 1931 the Commissioners were empowered to make and maintain the works therein described (being the works specified in the schedule hereto) or some part or parts thereof together with all necessary works machinery appliances and conveniences in connection therewith and incidental thereto.

(8) By the said scheme the Commissioners were authorised to borrow the moneys required for the purposes thereof and the Company were authorised to apply their funds for all or any of the purposes of the said scheme being purposes to which capital is properly applicable.

(9) By the said scheme the Commissioners and the Company were empowered to enter into and carry into effect agreements with reference to the construction maintenance management use and working of the works authorised thereby and the exercise by the Company on behalf of the Commissioners of the powers granted by the said scheme with respect thereto.

(10) The Development Commissioners have with the concurrence of the Commissioners of His Majesty's Treasury recommended that a grant of five thousand pounds be made from the Development Fund to the Commissioners in aid of the execution of the works authorised by the said scheme and such grant will be made when those works have been completed to the satisfaction of the Minister of Agriculture and Fisheries.

(11) The Minister of Labour has upon the recommendation of the unemployment grants committee approved the said scheme for the following grants from the Exchequer Fund namely one hundred per centum of the interest for the first seven years on approved expenditure out of loan (not exceeding thirty-five thousand pounds) raised to meet the cost of the works authorised by the said scheme and fifty per centum of the interest for the remainder of the loan period or eight years whichever is the shorter the maximum period of the grant in no case exceeding the period of loan repayment.

Now it is hereby agreed by and between the parties hereto as follows :—

1. (i) In this agreement the expression "the new works" means the works authorised by the Padstow Harbour Scheme 1931

[Ch. lxxiii.]      *Southern Railway* [22 & 23 GEO. 5.]  
Act, 1932.

A.D. 1932. (being the works described in the schedule hereto) or such part or parts of those works as may be required for the purposes for which the said works are designed.

(ii) Expressions used in this agreement shall (unless the context otherwise requires) have the same meaning as in the principal agreement.

2. (i) The Company shall as soon as practicable execute and complete the new works in accordance with the provisions of the said scheme and the Company may exercise in respect of the new works all the powers conferred upon the Commissioners by the said scheme.

(ii) The new works shall be executed and completed to the reasonable satisfaction in all respects of the Commissioners' engineer and in accordance with plans and specifications to be reasonably approved by him or settled by arbitration.

(iii) The Company shall provide and pay all moneys required for the execution and completion of the new works (including compensation in respect of lands acquired or temporarily occupied for or injuriously affected by the new works) upon the terms as to repayment or security hereinafter set forth.

3. All lands rights or property the acquisition whereof may in the opinion of the Company and of the Commissioners' engineer be necessary or convenient for the execution or maintenance of the new works shall be acquired from time to time by the Company in the name and on behalf of the Commissioners and on such terms as shall be approved by the Commissioners' engineer.

4. Forthwith after the execution of this agreement the Commissioners shall repay to the Company the costs charges and expenses incurred by them of and incidental to the preparing for obtaining and confirming of the said scheme or otherwise in relation thereto and of preparing and completing this agreement and the amount of such costs charges and expenses shall in default of agreement be determined by a solicitor or parliamentary agent to be appointed by the President of the Law Society. The Commissioners shall issue to the Company Port of Padstow mortgage bonds for the amount so agreed or determined.

5. (a) During the execution of the new works if and whenever and as soon as the Company from time to time shall have expended in the execution thereof (to the reasonable satisfaction of the Commissioners' engineer as aforesaid) an amount of one thousand pounds and the Company's engineer shall have given his written certificate of such expenditure and of the date of the completion of such expenditure of one thousand pounds and the Commissioners' engineer shall have countersigned such certificate in token of his satisfaction with the works so executed and his acceptance and approval of the said expenditure and date the

Commissioners shall issue to the Company Port of Padstow mortgage bonds for the said amount of one thousand pounds together with interest thereon at the rate of five per centum per annum from the said certified date of the completion of such expenditure of one thousand pounds.

A.D. 1932.

(b) As soon as practicable after the completion of the new works to the reasonable satisfaction of the Commissioners' engineer as aforesaid he shall give his written certificate of such completion and of the date of such completion and of the total amount expended by the Company in the execution and completion of the new works. The said total amount shall be ascertained and agreed by and between the Commissioners' engineer and the Company's engineer or in case of dispute shall be decided by arbitration as hereinafter provided. As soon as the last-mentioned written certificate shall have been given by the Commissioners' engineer the Commissioners shall issue to the Company Port of Padstow mortgage bonds for an aggregate sum equal to such part of the total amount aforesaid as shall not already have been satisfied by the issue of bonds under subclause (a) of this clause together with interest on the said part at the rate of five per centum per annum from the certified date of the completion of the new works.

(c) The provisions of clause 7 of the principal agreement shall apply to this agreement as if such provisions were herein set forth and as if the expression "the new works" were substituted for the expression "the preliminary works" and "the further works" in that clause.

6. The Commissioners shall forthwith after receiving the same pay to the Company any sum received by the Commissioners in respect of the said grant of five thousand pounds from the Development Fund. Any sum so paid to the Company shall be applied (a) in reimbursing the Company any expenditure incurred by them in pursuance of this agreement and in respect of which mortgage bonds shall not then have been issued by the Commissioners to the Company and subject thereto (b) in redemption of any mortgage bonds issued by the Commissioners to the Company in pursuance of this agreement.

7. The Commissioners shall as and when they receive the same pay to the Company all sums received by the Commissioners from the Exchequer Fund in respect of interest grants as hereinbefore recited and to the extent of the amount of such sums so paid to the Company interest shall not be payable by the Commissioners to the Company in respect of mortgage bonds issued to the Company in pursuance of this agreement.

8.—(1) Notwithstanding anything contained in the principal agreement the Commissioners shall not require the Company to complete the further works.



[Ch. lxxiii.] *Southern Railway* [22 & 23 GEO. 5.]  
*Act, 1932.*

A.D. 1932.

(2) Forthwith after the execution of this agreement the Commissioners shall issue to the Company Port of Padstow bonds for the said sum of six hundred and fifty-two pounds fifteen shillings and elevenpence being the amount of the expenditure incurred by the South Western Company in respect of the further works for which no bonds have been issued by the Commissioners to the South Western Company or the Company.

(3) For the purposes of paragraph (c) of clause 6 of the principal agreement the completion of the new works in accordance with the provisions of this agreement shall be deemed to be the completion of the further works and the said paragraph shall be read and have effect accordingly.

9. The provisions of clause 5 of the principal agreement shall apply in respect of all Port of Padstow mortgage bonds issued by the Commissioners to the Company in accordance with this agreement as if that clause were herein set forth and notwithstanding anything in the principal agreement all such bonds shall carry interest at the full rate of five per centum per annum from the respective dates of the issue thereof.

10. Any difference which may arise between the Commissioners and the Company under this agreement (other than under clause 4 hereof) shall be referred to arbitration in accordance with clause 34 of the principal agreement.

11. Except as herein otherwise provided nothing contained in this agreement shall modify or affect the provisions of the principal agreement.

12. This agreement shall in the next session of Parliament in which either of the parties hereto shall be promoting a Bill in Parliament be submitted to Parliament for confirmation and this agreement is made subject to such alterations as Parliament may think fit to make therein but in the event of either House of Parliament making any material alteration therein either party may withdraw from the agreement.

In witness whereof the Commissioners and the Company have hereunto caused their respective common seals to be affixed the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO.

Work No. (1).

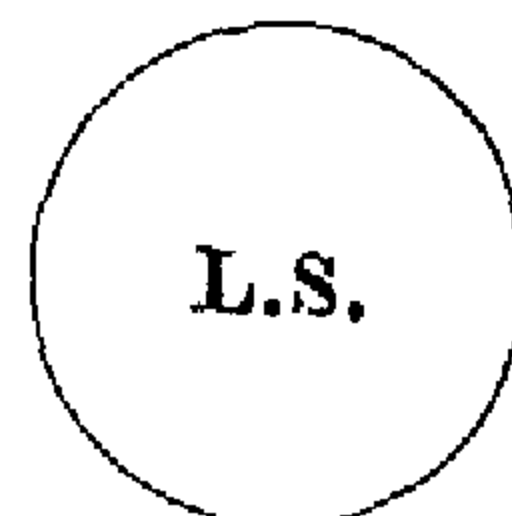
A jetty or breakwater (of solid construction) commencing in the quay wall of the premises known as Brabyns Yard at a point 100 yards or thereabouts north-east of the north end of the North Quay Slipway and extending thence in a southerly direction for a distance of 167 yards or thereabouts and there terminating.

Work No. (2).

A.D. 1932.

A jetty or breakwater (of solid construction) being an alteration and extension of the existing jetty known as the New Pier commencing at a point 4 yards or thereabouts south of the northern end of the said existing jetty and extending thence in a northerly direction for a distance 73 yards or thereabouts and there terminating.

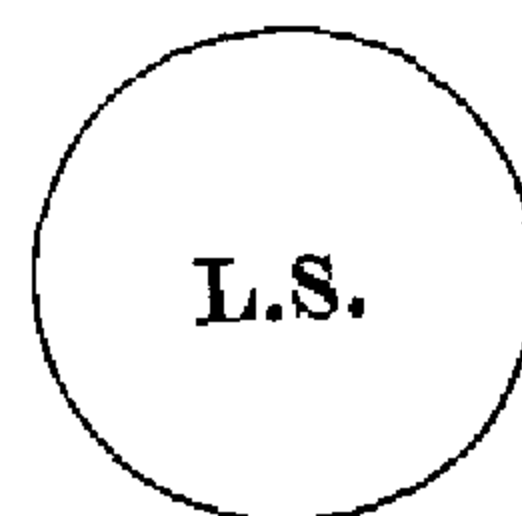
The common seal of the Padstow Harbour Commissioners was hereunto affixed in the presence of



A. PARKEN  
Chairman.

F. WHITE  
Clerk.

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



F. H. WILLIS  
Secretary.

---

Printed by EYRE and SPOTTISWOODE LIMITED,  
FOR  
WILLIAM RICHARD CODLING, Esq., C.B., C.V.O., C.B.E., the King's Printer of  
Acts of Parliament.

---

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:  
Austral House, Kingsway, London, W.C.2; 120, George Street, Edinburgh;  
York Street, Manchester; 1, St. Andrew's Crescent, Cardiff;  
15, Donegall Square West, Belfast;  
or through any Bookseller.

