

**CHAPTER xlvii.**

An Act to empower the Southern Railway Company to construct works and acquire lands to extend the time for the compulsory purchase of certain lands to empower the said company and the London Midland and Scottish Railway Company to construct certain works and for other purposes. A.D. 1933.

[18th July 1933.]

WHEREAS it is expedient that the Southern Railway Company (in this Act referred to as "the Company") should be empowered to construct certain works and to acquire certain lands in this Act described:

And whereas it is expedient that the period now limited 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 seventeenth day of October one thousand nine hundred and thirty-two between the Company and the Great Western Railway Company and an agreement made the twenty-fourth day of August one thousand nine hundred and thirty-two between the Sutton Harbour Improvement Company and the Company should be confirmed as provided by this Act:

And whereas it is expedient that the Company and the London Midland and Scottish Railway Company (as joint owners of the Somerset and Dorset railway undertaking) should be empowered to construct the works in this Act referred to in that behalf:

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

And whereas it is expedient that the London Midland and Scottish Railway Company should be empowered to apply their funds for the purposes of this Act in which they are interested :

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 and with the town clerks of the county boroughs 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 1933.

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 two Companies” means the Company and the London Midland and Scottish Railway Company;

“Telegraphic line” has the same meaning as in the Telegraph Act 1878; A.D. 1933.

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

“The Act of 1927” means the Southern Railway Act 1927;

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 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 :

Provided that the expression “the railway” where used in the last-mentioned Act of 1845 and in the said Act of 1863 shall be deemed to include the works authorised by this Act.

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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 works
&c.

5. 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):—

In the county of West Sussex—

In the borough of Worthing—

A widening of the bridge and approaches known as Ham Bridge carrying Ham Road and Dominion Road over the Brighton and Chichester railway;

A new road commencing by a junction with the eastern end of Westbourne Avenue and terminating by a junction with Angola Road at a point 187 yards north of Ladydell level crossing;

The Company may stop up and discontinue the level crossing on the said railway known as Ladydell level crossing and situate between Angola Road and Ladydell Road and may substitute therefor a footbridge (with sloped approaches) on the east side of the said crossing;

The Company may stop up and discontinue the level crossing on the said railway known as Chesswood level crossing and situate 320 yards west of Ladydell level crossing.

In the county of Southampton—

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A footbridge (with sloped approaches) in the urban district of Havant and Waterloo over the Portsmouth direct railway commencing by a junction with Eastern Road at a point 80 yards west of the eastern end of that road and terminating at the western end of Third Avenue and in connection therewith the Company may stop up and discontinue so much as extends between the boundaries of the Company's property of the bridleway and footpath leading from Havant to Denvilles and crossing the said railway on the level at a point 210 yards north-east of the western end of Third Avenue.

In the county borough of Southampton—

A new road (No. 1) commencing by a junction with Millbrook Road at a point 233 yards west of Almond Road and terminating in the Western Esplanade at a point 87 yards east of the level crossing at Southampton West station;

A new road (No. 2) commencing by a junction with new road (No. 1) at a point 296 yards west of its termination and terminating by a junction with the termination of new road (No. 4) authorised by the Act of 1924 at a point 150 yards south-east of the western end of Southampton West station and subject to the provisions of this Act the Company may stop up and discontinue—

(a) the footpath and footbridge over the Southampton and Dorchester railway at Millbrook station;

(b) the level crossing at Millbrook station;
and

(c) the footpath leading from the said level crossing along the south side of the said railway to the east end of Southampton West station;

and as from the stopping up of the said last-mentioned footpath section 34 of the Southampton and Dorchester Railway Act 1845 and sections

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20 and 21 of the London and South Western and Southampton and Dorchester Railways Amalgamation Act 1848 are hereby repealed.

In the county of Somerset—

The Company may stop up and discontinue in the parish of Wayford in the rural district of Chard so much of the bridleway and footpath leading from Park Lane to Oathill Bridge and crossing the Yeovil and Exeter railway on the level at a point 970 yards south-west of the bridge carrying the road from Wayford to Clapton Bridge over that railway as extends between points 100 yards north and 150 yards south-east of that level crossing and may divert the said bridleway and footpath in an easterly direction.

Abandonment of new roads at Southampton.

6. The Company may abandon the construction of new road (No. 3) authorised by the Act of 1924 and of the new road at Southampton authorised by the Act of 1927 and the powers conferred upon the Company to make and maintain the said works are hereby repealed.

For protection of Southampton Corporation.

7. For the protection of the mayor aldermen and burgesses of the borough of Southampton (in this section referred to as "the corporation") the following provisions shall notwithstanding any other provision of this Act or any provision of the Act of 1924 or of the Act of 1927 apply and have effect except so far as may be otherwise agreed in writing between the Company and the corporation under their respective common seals (that is to say):—

- (1) The signed plan referred to in section 26 (For protection of Southampton Corporation) of the Act of 1927 shall be the plan signed by William Bishop on behalf of the Company and by Richard Ronald Hornsey Meggeson on behalf of the corporation (in this section referred to as "the new signed plan") and the provisions of that section as amended by this section shall be read and have effect accordingly:
- (2) (a) The Company shall not acquire enter upon take or otherwise appropriate under the powers of the Act of 1924 or of the Act of 1927 or of

this Act any lands belonging to the corporation or any easements or rights over such lands other than— A.D. 1933.

(i) the lands coloured pink and hatched pink and the lands (containing 492 square yards or thereabouts) coloured yellow on the new signed plan;

(ii) lands referred to in the section of this Act of which the marginal note is "Power to acquire lands";

(iii) such easements as may be required by the Company for the purpose of constructing and maintaining the new roads shown upon the new signed plan and the temporary footpath firstly referred to in subsection (3) of this section and the culverts authorised by the Act of 1927;

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

(b) the Company shall not under the powers of the Act of 1924 or the Act of 1927 or this Act occupy temporarily any lands of the corporation except to the extent and for the purposes mentioned in the said section 26 of the Act of 1927 as amended by this section;

(c) the said new roads and culverts and also the footpaths to be provided or constructed under this section shall be constructed in such situations as the corporation may reasonably approve and so as to cause no avoidable interference with the corporation's public baths and electricity generating station;

(d) upon the completion (in accordance with the said section 26 of the Act of 1927 as amended by this section) of the conveyance by the corporation to the Company of the lands coloured pink and hatched pink on the new signed plan the Company shall convey to the corporation without the corporation making any payment therefor the lands coloured blue on that plan such last-mentioned lands having been first reclaimed by the Company:

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- (3) The Company shall not stop up or otherwise interfere with the existing public footpath on the south side of the Southampton and Dorchester railway between the footbridge at Millbrook station and the east end of Southampton West station until they have to the reasonable satisfaction of the corporation provided in substitution therefor on the lands of the Company and the corporation and have opened to the public a temporary footpath between the same points and entirely on the south side of the said railway and also a temporary footpath connecting such footpath with the footbridge at the south end of Cracknore Road :
- (4) The Company shall within five years from the stopping up and discontinuance of the existing public footpath referred to in subsection (3) of this section or within such further period as may be agreed between the Company and the corporation construct make up level pave metal sewer flag and channel to the reasonable satisfaction of the corporation and open to the public the new roads (No. 1) and (No. 2) by this Act authorised and shall construct to the like satisfaction and open to the public a new permanent footpath connecting the then existing footbridge at the south end of Cracknore Road with new road (No. 1) and on the completion of the said new roads and permanent footpath and of the landing slip and means of access (including a new approach to Millbrook Point and a footbridge at the southern extremity of the lane known as Church Lane or Church Cut) referred to under the letter (b) in subsection (13) of the said section 26 of the Act of 1927 and indicated on the new signed plan the Company may stop up and discontinue the footbridge and the level crossing at Millbrook station and the temporary footpaths referred to in subsection (3) of this section :
- (5) When the new road (No. 1) or the new road (No. 2) by this Act authorised or the new permanent footpath referred to in subsection (4) of this section has been opened for public use

it shall vest in the corporation as a highway repairable by the inhabitants at large : A.D. 1933.

- (6) The structure of any bridge constructed by the Company within the borough of Southampton under the provisions of the Act of 1924 or this Act for the purpose of carrying any new road or any public highway over the railway of the Company together with the parapets retaining walls and fences thereof and the approaches thereto shall be constructed and for ever thereafter maintained by the Company to the reasonable satisfaction of the corporation of such strength as to comply with the standard requirements of the Ministry of Transport in regard to the construction of bridges carrying roads in operation at the date of the commencement of the construction of any such bridge :
- (7) Subsections (23) to (29) of section 26 (For protection of Southampton Corporation) of the Act of 1927 shall so far as applicable apply and have effect as if the same were re-enacted in this section in relation to the works authorised and the powers conferred by this Act :
- (8) Any difference which may arise between the corporation and the Company under this section shall be referred to the arbitration of an engineer or other fit person to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration :
- (9) The following provisions of section 26 (For protection of Southampton Corporation) of the Act of 1927 are hereby repealed (namely) :—
- Subsection (10) ;
 - Subsection (18) ;
 - So much of subsection (19) as relates to the footbridge at Millbrook station ;
 - So much of subsection (20) as relates to a new footpath ;
 - So much of subsection (21) as relates to new road (No. 3) or to any of the footpaths referred to therein ; and
 - Subsection (22).

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For protec-
tion of
Southamp-
ton Gas
Light and
Coke Com-
pany.

8. Section 35 (For protection of Southampton Gas Light and Coke Company) of the Act of 1924 shall so far as applicable apply and have effect as if the same were re-enacted in this Act with the substitution of references to "new road (No. 1) by this Act authorised" for references to "new road (No. 3)."

For protec-
tion of
Brighton
Hove and
Worthing
Gas Com-
pany.

9. For the protection of the Brighton Hove and Worthing Gas Company (in this section referred to as "the Brighton Company") the following provisions shall unless otherwise agreed in writing between the Brighton Company and the Company apply and have effect (that is to say) :—

- (1) In this section "apparatus" means and includes all or any mains pipes valves siphons or other work or apparatus belonging to the Brighton Company and "authorised work" means any work authorised by the section of this Act of which the marginal note is "Power to make works &c.":
- (2) Before commencing to execute any authorised work which will be within three feet of any apparatus the Company shall give to the Brighton Company not less than fourteen days' notice in writing of their intention to execute such work and shall at the same time deliver to the Brighton Company for their reasonable approval a plan and section of such authorised work and such work shall not be executed except in accordance with such plan and section as so approved or as determined by arbitration under this section. Provided that in the event of such plan and section not being objected to within fourteen days from the receipt thereof they shall be deemed to have been approved by the Brighton Company :
- (3) If it should appear to the Brighton Company that the execution of such authorised work would interfere with or endanger any such apparatus or interfere with the access thereto or impede the supply of gas thereby the Brighton Company may within fourteen days from the receipt by them of the notice by the Company give notice to the Company to alter the position

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of such apparatus in such manner as may be reasonably necessary and any difference as to the necessity for such alteration or the manner of carrying out the alteration shall be settled by arbitration under this section and all such alterations shall be carried out by and at the expense of the Company with as little detriment and inconvenience to the Brighton Company as the circumstances will admit and to the reasonable satisfaction of the engineer of the Brighton Company and under his supervision if he shall think fit to attend :

- (4) If the Brighton Company shall desire to execute the works connected with any such alteration of the position of any apparatus and shall give not less than seven days' notice in writing thereof to the Company before they commence the works the Brighton Company may themselves carry out the works and all reasonable expenses properly incurred by them in connection therewith shall be repaid to them by the Company :
- (5) Any difference which shall arise between the Brighton Company and the Company under this section shall be referred to and settled by an arbitrator to be appointed failing agreement on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference and settlement.

10. Notwithstanding anything contained in this Act the county council of the administrative county of Somerset shall not be liable to maintain or repair or bear the cost of the maintenance or repair of any part of the new portion of bridleway and footpath in the parish of Wayford in the said county leading from Park Lane to Oathill Bridge as diverted under the powers of this Act and the Company shall be required to maintain and repair only so much of the said portion of the said bridleway and footpath as so diverted as will be situate upon the lands of the Company.

As to main-
tenance of
bridleway
and foot-
path at
Wayford.

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Correction
of errors
omissions
&c.

11. If there be any omission mis-statement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices having jurisdiction in the place in which the lands are situate for the correction thereof and if it appear to the justices hearing the application that the omission mis-statement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is mis-stated or wrongly described and if the lands are situate in a county borough such certificate or a copy thereof shall be deposited with the town clerk and if the lands are situate in an administrative county such certificate or a copy thereof shall be deposited with the clerk of the county council and a duplicate thereof shall be deposited with the clerk of the county district in which the lands are situate and if the lands are situate in a rural parish having a parish council also with the clerk of that council and such certificate or copy and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans or book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Power to
deviate in
construction
of works.

12. In constructing the works by this Act authorised the Company may subject to the provisions of this Act 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 works shown on the deposited sections thereof to any extent not exceeding five feet upwards or downwards.

Power to
acquire
lands.

13. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book

of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned (that is to say) :— A.D. 1933.

In the county of Kent—

Lands in the urban district of Crayford—

(i) on the north side of and adjoining Barnehurst station and the Bexley Heath line and extending from Barnehurst Road to a point 483 yards east thereof and in connection therewith the Company may stop up and discontinue so much of any footpath leading from Merewood Road to that station as is situate upon the said land;

(ii) on the north side of and adjoining the first-mentioned land between points respectively 300 yards and 483 yards east of the said road.

In the county of Surrey—

Lands in the urban district of The Maldens and Coombe—

(i) on the west side of and adjoining the Company's goods yard at Worcester Park station and extending between points respectively 50 yards south-west and 90 yards north of the northern end of that station;

(ii) on the west side of and adjoining the Wimbledon and Epsom railway and extending between points respectively 130 yards and 470 yards north of the said end of that station.

In the county borough of Southampton—

Lands on the north side of and adjoining Southampton West station and forming portions of the premises known as numbers 2 4 and 6 Southbrook Road.

In the city and county borough of Plymouth—

Lands being a portion of the depot of the Anglo-American Oil Company Limited and of the roadway on the western side of that depot and extending between points respectively 240 yards and 340 yards south-east of the south end of the Victoria Pier.

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Period for
compulsory
purchase of
lands.

Stopping up
footpaths
without
providing
substitute.

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

15. 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 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
&c.

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

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

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the

Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company :

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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.

17. Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the structure carrying any such road or footpath over any railway of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish district or borough as the road or footpath or portion of road or footpath in question.

Provision as to repair of roads and footpaths.

18. 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.

As to private rights of way over lands acquired.

19. And whereas in the construction of the works by this Act authorised or otherwise in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the deposited plans will be sufficient for the purposes of the Company and that such portions or some other portions less than the whole can be severed from the remainder of the said properties without material

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

A.D. 1933. — detriment thereto. Therefore the following provisions shall have effect :—

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

compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal : A.D. 1933.

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

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

Power to
acquire
easements
compul-
sarily in
certain
cases.

20. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith—

(a) the Company shall not be required to purchase the lands shown on the deposited plans of the new roads (No. 1) and (No. 2) authorised by this Act and numbered 11 13 14 and 15 in the county borough of Southampton but they may purchase and take such easements and rights in over or under any such lands as they may require for making maintaining and using the said roads respectively; and

(b) the Company shall not be required to purchase any part of the lands in the city and county borough of Plymouth by this Act authorised to be acquired but they may acquire such easements and rights in and over the said lands or any part thereof as they may require for making maintaining working and using an additional line of rails and for diverting the roadway situate upon a portion of the said lands;

and the Company may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts except that no such easement or right shall be deemed part of a house or other building or manufactory within the meaning of section 92 of the Lands Clauses Consolidation Act 1845.

Power to
certain
owners to
grant ease-
ments.

21. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such

lands and the provisions of the Lands Clauses Acts with respect to lands and rentcharges so far as the same are applicable in that behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively. A.D. 1933.

22. 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.

23.—(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 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 Costs of arbitration in certain cases.

A.D. 1933. 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.

24. 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-two 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.

Increase of Rent and Mortgage Interest (Restrictions) Acts not to apply to certain properties.

25.—(1) Nothing contained in the Increase of Rent and Mortgage Interest (Restrictions) Act 1920 or the enactments amending or extending that Act shall prevent the Company from obtaining possession of any of the lands houses or property numbered on the deposited plans 7 8 9 and 10 in the county borough of Southampton which may under the powers of this Act be acquired by the Company and the possession of which is required

by them for the purpose of exercising their powers under this Act. A.D. 1933.

(2) The Company shall pay to the tenant or occupier of every dwelling-house to which the Increase of Rent and Mortgage Interest (Restrictions) Act 1920 or the enactments amending or extending that Act would have applied but for subsection (1) of this section who is dispossessed under the provisions of this Act such reasonable allowance on account of his expenses incident to removing from such dwelling-house as shall failing agreement between the tenant or occupier and the Company be determined on the application of either party by a court of summary jurisdiction whose decision shall be final.

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

Power to
make agree-
ments with
road autho-
rities.

27. 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

Confirma-
tion of
purchase of
lands.

A.D. 1933. — been acquired by them and the purchase or acquisition thereof is hereby sanctioned and confirmed (that is to say):—

In the county of Surrey—

Lands in the urban district of The Maldens and Coombe on the east side of and adjoining the Wimbledon and Epsom railway and extending between points respectively 292 yards and 658 yards south of the south end of Motspur Park station;

Lands in the urban district of Coulsdon and Purley on the north side of and adjoining the Chipstead Valley railway and forming part of the site of Woodmansterne station.

As to private street expenses in certain cases.

28.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

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

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

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority

less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive. A.D. 1933.
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(5) This section shall not apply to any street existing at the passing of this Act.

29. The period now limited by the Southern Railway Act 1930 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-six 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 widening (No. 1) of the South London line and the new road in the borough of Richmond authorised by the Act of 1927;
- (b) lands required for the purposes of or in connection with the railway authorised by the said Act of 1930 being the lands in the parish of Ashted and in the urban district of Leatherhead (except the lands numbered on the deposited plans of the said railway 10 and 12 in that urban district) and the lands numbered on the said deposited plans 47 to 64 (inclusive) in the parish of Chessington;
- (c) lands required for the purposes of or in connection with the following works authorised by the said Act of 1930 (that is to say):—
 - (i) the bridge widening in the metropolitan borough of Bermondsey;
 - (ii) the bridge lengthening and alteration in the urban district of Chertsey; and
 - (iii) the footpath diversion in the borough of Maidstone.

30. Nothing in this Act or in the Southern Railway Act 1930 shall extend to or authorise any interference with any works apparatus rights powers or obligations of the Central Electricity Board without the consent in writing of that board which consent shall not be unreasonably withheld. For protection of Central Electricity Board.

A.D. 1933.

Any question which may arise under this section between the Company and the said board shall be determined by an engineer 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 the determination of any such question.

Abandonment of certain railways.

31.—(1) Subject to the provisions of this Act the Company may abandon and discontinue the maintenance and use of—

(1) so much of the Basingstoke and Alton light railway in the parishes of Lasham Shalden Bentworth and Chawton in the rural district of Alton and in the urban district of Alton authorised by the Basingstoke and Alton Light Railway Order 1897 as extends between the western side of the level crossing at Bentworth and Lasham station and a point 400 yards north-west of the bridge carrying the said light railway over Chawton Road Alton; and

(2) the Chiswick curve in the borough of Brentford and Chiswick authorised by the South-western Kensington and Richmond Railway Act 1865;

and may remove the rails and other works forming the said railway and portion of railway to be abandoned and notwithstanding anything contained in the Lands Clauses Acts the Company may hold sell lease or otherwise dispose of or retain hold or apply for the purposes of their undertaking the site and soil of any part of the said railway and portion of railway so abandoned as aforesaid and also the lands belonging to the Company bounded by the said Chiswick curve the Kensington and Richmond railway and the Hounslow loop line.

(2) The net proceeds arising on the sale of any land under this section shall be applied only to purposes to which capital is properly applicable.

For protection of local and road authorities and adjoining owners.

32. Notwithstanding anything contained in this Act the Company shall continue liable to maintain any bridges roads conduits drains retaining walls tunnels fences and accommodation works which they are now liable to maintain in connection with the railway and portion of railway authorised to be abandoned by the

section of this Act of which the marginal note is "Abandonment of certain railways" unless and until otherwise agreed with the local or road authority concerned or the body or person for the accommodation or benefit of whose lands any such works have been constructed or maintained.

A.D. 1933.

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

Agreements
with autho-
rities and
owners as to
works.

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

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

34.—(1) The Company shall have power and shall be deemed always to have had power on such terms and conditions as they think fit to sell exchange lease mortgage or otherwise dispose of any land vested in the Company

Power to
hold or sell
or otherwise
dispose of
lands.

A.D. 1933.

or hereafter acquired by the Company under the powers of this or any previous Act which is not at the time of such sale or other disposition being used for the purposes of the Company's undertaking whether or not such land has been previously so used or to retain hold and use such land.

(2) On any sale or other disposition by the Company under this section the other party thereto shall not be concerned or entitled to inquire whether or not the land is or is not being used for the purposes of the Company's undertaking.

(3) Sections 127 to 131 (inclusive) of the Lands Clauses Consolidation Act 1845 shall not apply to any land which is now vested in the Company or is hereafter acquired by the Company under the powers of this or any previous Act.

(4) The net proceeds arising on the sale of any land under this section shall be applied only to purposes to which capital is properly applicable.

(5) The provisions of this section shall extend and apply to the Company and any other company in respect of land vested in them jointly and to any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented in respect of land vested in such joint committee.

(6) Section 44 (Power to Company and others to lease &c. lands) of the Southern Railway Act 1923 and section 63 (Power to lease &c. lands) of the Act of 1924 are hereby repealed.

Amendment of section 91 of Act of 1924.

35. Section 91 (Powers as to building on or over lands) of the Act of 1924 shall be read and have effect as if the words "buildings of any description" had been inserted therein in lieu of the words "houses shops chambers flats offices or any other similar buildings."

Power to invest in land companies.

36. The Company may from time to time out of any moneys in their hands not being moneys held on capital account subscribe for purchase or acquire shares stocks debentures or debenture stocks issued or created by any company having as its principal object the acquisition holding disposal and development of any estate or interest in lands buildings or property in the vicinity of a railway owned or worked by the Company either solely or jointly with any other company or owned or worked by any joint committee on which the

Company is represented and the Company may advance moneys to such company on mortgage or on such other security as the Company may think fit. A.D. 1933.
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37. Section VIII of the Act 50 George III chapter lxxvi entitled “ An Act for enabling the Company of Proprietors of the Thames and Medway Canal to vary the Line of the said Canal and for altering and enlarging the Powers of Two Acts passed in the Fortieth and Forty-fourth Years of His present Majesty for making the said Canal and a Collateral Cut thereto ” is hereby repealed. Repeal of section VIII of Thames and Medway Canal Act 1810.

38. The agreement made the seventeenth day of October one thousand nine hundred and thirty-two between the Company of the one part and the Great Western Railway Company of the other part set forth in the Second Schedule to this Act is hereby confirmed and made binding on the parties thereto. Confirming agreement with Great Western Railway Company.

39. The agreement made the twenty-fourth day of August one thousand nine hundred and thirty-two between the Sutton Harbour Improvement Company of the one part and the Company of the other part set forth in the Third Schedule to this Act is hereby confirmed and made binding on the parties thereto. Confirming agreement with Sutton Harbour Improvement Company.

40. Notwithstanding anything contained in section 27 (Nominee directors on behalf of the London and South Western Railway Company) of the Sutton Harbour Act 1847 any nominee director therein referred to may at the time of his nomination be either a director of the Company or an officer in the service of the Company. As to nominee directors of Sutton Harbour Improvement Company.

41. Subject to the provisions of this Act the two Companies may make and maintain in the lines and according to the levels shown on the deposited plans and sections the work hereinafter described together with all necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes (namely) :— Power to two Companies to reconstruct bridge.

In the county of Somerset—

A reconstruction or a widening alteration and improvement on both sides thereof of the bridge in the urban district of Burnham-on-Sea carrying

A.D. 1933.

the county road from Bridgwater to Bristol over the Old River Brue commencing at a point 15 feet south-west of the north-west corner of the west abutment of that bridge and terminating at a point 17 feet south-east of the north-east corner of the east abutment of the said bridge.

Power to
two Com-
panies and
Somerset
County
Council to
enter into
agreements.

42.—(1) The two Companies and the county council of the administrative county of Somerset (in this section referred to as "the county council") may enter into and carry into effect agreements with regard to the carrying out of the widening alteration and improvement of the bridge over the Old River Brue authorised by this Act or part thereof and the exercise of the powers of this Act with reference thereto and upon any such agreement being completed the county council may (subject to the terms of the said agreement) reconstruct the said bridge or part thereof in the line and situation and upon the lands delineated on the deposited plans and described in the deposited book of reference and according to the levels shown on the deposited sections and for the purpose of and in connection with the execution of the said work may exercise the powers of such of the provisions of this Act as are applied by the section of this Act of which the marginal note is "As to application of certain sections of Act to two Companies" as the county council may require.

(2) Any such agreement may vest the roadway and the said bridge as reconstructed in the county council and may provide for the reconstruction of the said bridge of such materials and with parapets of such height and materials as the county council think fit and may transfer to them the liability for the maintenance and repair of the said bridge as widened and the approaches thereto and the roadway thereover and may provide that the county council in executing the reconstruction of the said bridge in accordance with the provisions of this section may reduce the height of the two doors referred to in section 7 (Works for protection of country from influx of tide) of the Act 7 & 8 George IV chapter xli on the north-west side of the said bridge to such extent as may be necessary to enable the county council to reconstruct the said bridge according to the levels shown on the deposited sections and neither the two Companies nor the county council shall be liable

to pay damages or compensation in respect of the reduction aforesaid of the height of the said doors. A.D. 1933.

(3) The two Companies shall be and are hereby relieved of the obligations with regard to the height and materials of the said bridge and the parapets thereof contained in the said section 7 of the said Act.

43. The sections of this Act the marginal notes of which are set forth in this section shall apply and have effect in relation to the powers by this Act conferred upon the two Companies as if the two Companies were referred to therein in lieu of the Company (that is to say) :—

As to application of certain sections of Act to two Companies.

- “ Correction of errors omissions &c.” ;
- “ Power to deviate in construction of works ” ;
- “ Period for compulsory purchase of lands ” ;
- “ Owners may be required to sell parts only of certain properties ” ;
- “ Power to certain owners to grant easements ” ;
- “ Power to enter upon property for survey and valuation ” ;
- “ Costs of arbitration in certain cases ” ;
- “ Compensation in case of recently altered buildings ” ; and
- “ Power to make agreements with road authorities ” :

Provided that the provisions of the said section of this Act of which the marginal note is “ Owners may be required to sell parts only of certain properties ” shall apply and extend to the two Companies as if the two Companies and the Second Part of the First Schedule had been referred to therein instead of the Company and the First Part of that schedule.

44. And whereas in order to avoid in the execution and maintenance of any works in connection with the reconstruction of the bridge over the Old River Brue authorised by this Act injury to the houses and buildings within one hundred feet of such works it may be necessary to underpin or otherwise strengthen the same Therefore the two Companies at their own costs and charges may and if required by the owners or lessees of any such house

Underpinning of houses near reconstruction of bridge.

A.D. 1933.

or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened:
- (2) Each such notice if given by the two Companies shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company:
- (3) If any owner lessee or occupier of any such house or building or the two Companies as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference:
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the two Companies may and shall proceed forthwith so to underpin or strengthen the said house or building:
- (5) The two Companies shall be liable to compensate the owners lessees and occupiers of every such house or building for any loss or damage which may result to them by reason of the exercise of the powers granted by this section:

- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the two Companies such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any further injury arising from the execution or use of the works of the two Companies then and in every such case unless such underpinning or strengthening shall have been done in pursuance of the requirements of and in the mode prescribed by the arbitrator the two Companies shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :
- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the two Companies from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this section shall subject to the provisions of this Act be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

A.D. 1933.
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45. The two Companies shall in the reconstruction of the bridge over the Old River Brue authorised by this Act provide for the accommodation of telegraphic lines of the Postmaster-General a space two feet six inches wide and one foot six inches deep in the footway on the south-east side of the bridge.

For protec-
tion of Post-
master-
General.

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

Power to
Company to
apply funds.

A.D. 1933.

Power to
London
Midland and
Scottish
Railway
Company to
apply funds.

47. The London Midland and Scottish Railway Company may apply to the purposes of this Act in which they are interested and to which capital is properly applicable any sums of money which they have already raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Recovery of
demands.

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

Provision as
to general
Railway
Acts.

49. Except as otherwise expressly provided nothing in this Act contained shall exempt the Company or the London Midland and Scottish Railway Company or their respective 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 said companies respectively.

Crown
rights.

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

Costs of Act.

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

The SCHEDULES referred to in the
foregoing Act.

A.D. 1933.

FIRST SCHEDULE.

FIRST PART.

PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN
COMPULSORILY BY THE COMPANY.

Work or lands.	Area.	Nos. on deposited plans.
Bridge widening new road and footbridge at Worthing.	Borough of Worthing -	2 3 6 7 8 and 10.
New road (No. 1) at Southampton.	County borough of Southampton.	6 and 15.
Lands at Barnehurst -	Urban district of Crayford.	2 to 19 inclusive.
Lands at Southampton -	County borough of Southampton.	1 2 and 3.
Lands at Plymouth -	City and county borough of Plymouth.	1.

SECOND PART.

PROPERTIES WHEREOF PORTIONS ONLY MAY BE TAKEN
COMPULSORILY BY THE TWO COMPANIES.

Work.	Area.	Nos. on deposited plans.
Bridge widening in Burnham-on-Sea.	Urban district of High-bridge (now part of the urban district of Burnham-on-Sea).	1 3 and 5.

A.D. 1933.

SECOND SCHEDULE.

Stamp.

Twelve
pounds.

THIS DEED made the seventeenth day of October one thousand nine hundred and thirty-two between THE SOUTHERN RAILWAY COMPANY (hereinafter referred to as "the Southern Company") of the one part and THE GREAT WESTERN RAILWAY COMPANY (hereinafter referred to as "the Great Western Company") of the other part.

WHEREAS :—

(1) Under and by virtue of the enactments and agreements referred to in the First Schedule hereto the London Chatham and Dover Railway Company (hereinafter referred to as "the Chatham Company") and the Great Western Company became entitled to a lease for a term of nine hundred and ninety-nine years and at an annual rent the amount of which after the first day of April one thousand eight hundred and sixty-seven was to be thirty-two thousand pounds of that portion of the Victoria Station (and certain surplus lands) of the Victoria Station and Pimlico Railway Company (hereinafter referred to as "the Victoria Company") which had not been appropriated to the London Brighton and South Coast Railway Company and of the Railway No. 4 (Victoria station extension) authorised to be constructed by the London Chatham and Dover Railway Act 1863 but no lease of the said premises (hereinafter referred to as "the leased premises") was ever granted by the Victoria Company in pursuance of the said enactments and agreements.

(2) The respective rights and obligations as between themselves of the Chatham Company and the Great Western Company (hereinafter collectively referred to as "the lessee companies") in relation to the said intended lease and the leased premises are further regulated by the agreements award and enactment referred to in the Second Schedule hereto.

(3) The heads of agreement dated the twenty-sixth day of June one thousand eight hundred and sixty referred to in the First Schedule hereto contained provisions to the following effect (namely) :—

Clause 6.—That each of the lessee companies should be liable to the Victoria Company as a maximum liability for one-half of the said rent without prejudice to the terms and conditions which might be agreed between the lessee companies.

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Clause 9.—That the lessee companies should bear all costs of repair maintenance insurance rates and taxes (except property or income tax) watching lighting signalling and all other expenses connected with working their moiety of the station (being the portion of Victoria Station to be included in the lease to the lessee companies) and should be liable for the damages and other consequences of accidents in that portion of the station.

(4) The heads of agreement (undated but believed to have been made on the twenty-sixth day of June one thousand eight hundred and sixty) and the heads of arrangement dated the ninth day of July one thousand eight hundred and sixty-three and made between the Chatham Company and the Great Western Company referred to in the Second Schedule hereto contained provisions (inter alia) as to the apportionment between the lessee companies of the rent payable by them to the Victoria Company as aforesaid and of the accommodation to which each of the lessee companies was to be entitled at the said station and for periodical revisions (to be determined in default of agreement by an arbitrator) of the proportions of rent payable by and accommodation to be allotted to each company.

(5) The said heads of arrangement of the ninth day of July one thousand eight hundred and sixty-three also contained provisions :—

Clause 3.—Empowering the said arbitrator to award payment by the Great Western Company to the Chatham Company of an annual sum (not exceeding one-third of five thousand pounds) in respect of expenditure incurred by the Chatham Company in constructing certain lines of railways and works in the said heads of arrangement mentioned including the Railway No. 4 (Victoria station extension) hereinbefore referred to.

Clause 6.—As to the manner in which the cost of repairing maintaining and keeping in good condition such lines of railways and works should be borne and paid by each of the lessee companies respectively.

Clause 7.—For the appointment of a standing arbitrator to whom should be referred all questions arising between the lessee companies with reference to the subject matters of the heads of arrangement now in recital.

(6) By his award dated the eleventh day of February one thousand eight hundred and seventy-one (being the award referred to in the Second Schedule hereto) Thomas Elliot Harrison the standing arbitrator appointed pursuant to the lastly recited heads of arrangement apportioned the rent to be paid by the lessee companies respectively for the period commencing on the first day of November one thousand eight hundred and sixty-eight

A.D. 1933. — and for such further period as might elapse until either of those companies should in pursuance of those heads of arrangement require a revision of such proportions as follows that is to say the Chatham Company should pay the annual rent of twenty-nine thousand eight hundred and seventy pounds and the Great Western Company should pay the annual rent of two thousand one hundred and thirty pounds and the said standing arbitrator declared that no other question than that which he had thus determined was presented to him for his arbitrament.

(7) On the first day of January one thousand nine hundred and twenty-three the respective undertakings of the Victoria Company and of the Chatham Company became vested in the Southern Company.

(8) The said award dated the eleventh day of February one thousand eight hundred and seventy-one still remains in force and the Great Western Company have paid their proportion of the rent in accordance with that award up to the thirty-first day of December one thousand nine hundred and thirty-one.

(9) Capital expenditure has been incurred by the lessee companies in respect of certain rental properties namely the refreshment room at the station forming part of the leased premises such expenditure having been apportioned between them in the proportions in which they paid rent to the Victoria Company.

(10) The Chatham Company and the Southern Company have since the year one thousand nine hundred and five incurred capital expenditure in respect of the leased premises other than the rental properties referred to in the last-preceding recital but no contribution to such expenditure has been made by the Great Western Company or claimed from them by the Chatham Company or the Southern Company.

(11) The Southern Company claim that a sum of one thousand one hundred and thirty-one pounds sixteen shillings and twopence or thereabouts is owing to them by the Great Western Company in respect of expenditure incurred and services provided by the Chatham Company and the Southern Company in connection with the leased premises after credit has been allowed in respect of revenue received by the Chatham Company or the Southern Company from properties and lettings forming part of the leased premises.

(12) The Southern Company are willing to forgo payment to them by the Great Western Company of the said sum so claimed by the Southern Company as aforesaid and to release the Great Western Company and the Great Western Company are willing to release the Southern Company from all claims and demands in respect of or in connection with the leased premises down to and including the thirty-first day of December one thousand nine hundred and thirty-one.

A.D. 1933.
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(13) The Great Western Company are desirous (subject to certain running powers and rights of user being conferred upon them by the Southern Company as hereinafter mentioned) of surrendering to the Southern Company as on and from the first day of January one thousand nine hundred and thirty-two all their rights and interests in the leased premises and of being relieved of all obligations and liabilities in respect thereof and the Southern Company are willing to accept such surrender and to confer such running powers and rights of user upon the Great Western Company.

Now this deed witnesseth as follows :—

1. The Southern Company hereby agree to forgo their claim against the Great Western Company for the said sum of one thousand one hundred and thirty-one pounds sixteen shillings and twopence (or thereabouts) and hereby release and discharge the Great Western Company and the Great Western Company hereby release and discharge the Southern Company from all claims and demands of whatsoever kind in respect of or in connection with the leased premises down to and including the thirty-first day of December one thousand nine hundred and thirty-one.

2. The Great Western Company as beneficial owners hereby surrender release and assign to the Southern Company as on and from the first day of January one thousand nine hundred and thirty-two all the share and interest of the Great Western Company of and in the leased premises and all property and rights of whatsoever description forming part thereof or appurtenant thereto and the Southern Company accept such surrender and hereby release and discharge the Great Western Company from all obligations and liabilities of whatsoever kind in respect of or in connection with the leased premises as on and from the same date.

3. (i) In this clause the expressions—

(a) “ the railway ” means so much of Victoria Station and of the railways leading thereto or therefrom as on the thirty-first day of December one thousand nine hundred and thirty-one formed part of the leased premises and was on that date used for railway purposes together with all sidings works and conveniences on such portion of the said station and of the said railways and being so used as aforesaid ;

(b) “ traffic ” means traffic of every description for which the railway may lawfully be used.

(ii) As on and from the first day of January one thousand nine hundred and thirty-two the Great Western Company may for the purposes of traffic passing to from or over their railways run over and use the railway with their engines carriages and wagons and their officers and servants.

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(iii) The extent of such running over and user and the terms and conditions to be observed and fulfilled by the Great Western Company and the tolls charges or other considerations to be paid by them to the Southern Company for and in respect of the running over and user of the railway shall be such as may from time to time be agreed between those companies or settled by arbitration as hereinafter provided.

(iv) In running over and using the railway the regulations and byelaws for the time being in force thereon shall be at all times observed so far as such byelaws shall be applicable.

(v) Any difference which may arise between the parties hereto under this clause shall be referred to and settled by an arbitrator to be appointed 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 such reference.

4. This deed 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 deed 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 this deed.

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

The FIRST SCHEDULE above referred to.

The Victoria Station and Pimlico Railway Act 1858.

The Victoria Station and Pimlico Railway Act 1861.

26th June 1860 Heads of agreement between the Victoria Company the Chatham Company and the Great Western Company (scheduled to and confirmed by the said Act of 1861).

The Victoria Station and Pimlico Railway Act 1863.

The London Chatham and Dover Railway Act 1863.

The SECOND SCHEDULE above referred to.

Heads of agreement (undated but believed to have been made on the 26th day of June 1860) between the Chatham Company and the Great Western Company.

26th March 1863 Memorandum of agreement between the Chatham Company and the Great Western Company.

9th July 1863 Heads of arrangement between the Chatham Company and the London Brighton and South Coast Railway Company and the Great Western Company.

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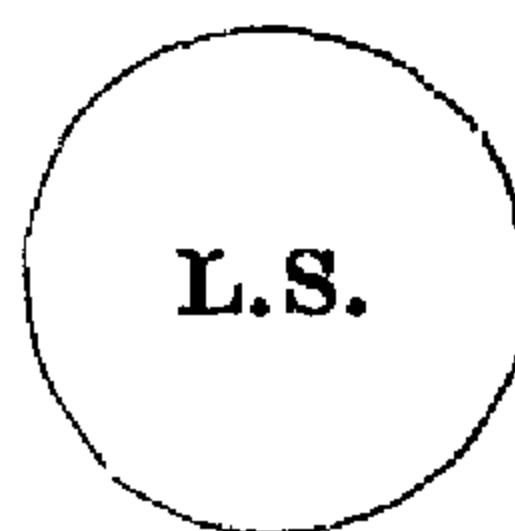
9th July 1863 Heads of arrangement between the Chatham Company and the Great Western Company (scheduled to and confirmed by the London Chatham and Dover Railway Act 1863).

21st April 1864 Heads of arrangement between the Chatham Company and the Great Western Company (scheduled to and confirmed by the London Chatham and Dover Railway (City Undertaking) Act 1864).

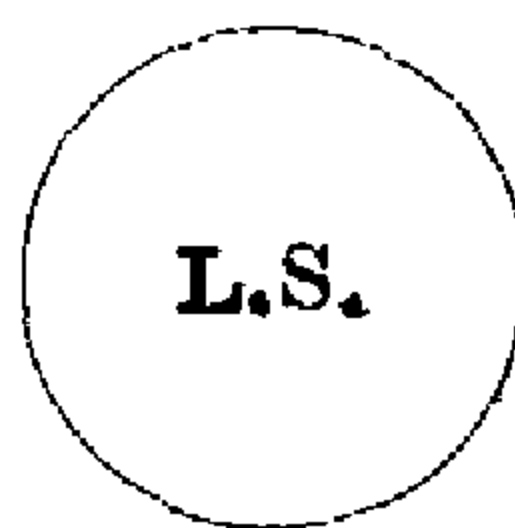
11th February 1871 Award of Thomas Elliot Harrison.

The South Eastern and London Chatham and Dover Railway Companies Act 1899 (section 35).

The common seal of the SOUTHERN RAILWAY COMPANY was hereunto affixed in the presence of
F. H. WILLIS
Secretary.



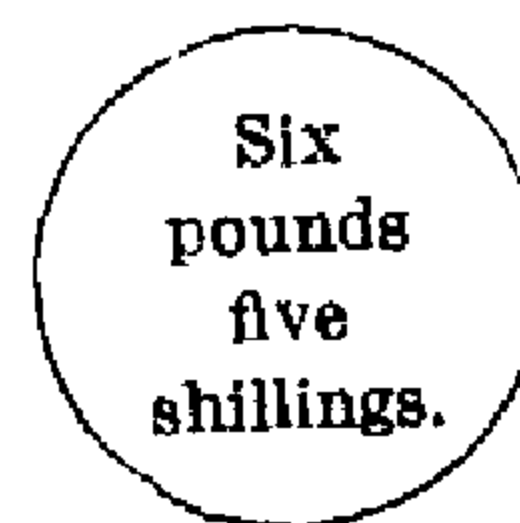
The common seal of the GREAT WESTERN RAILWAY COMPANY was hereunto affixed in the presence of
F. R. E. DAVIS
Secretary.



THIRD SCHEDULE.

ARTICLES OF AGREEMENT made the twenty-fourth day of August one thousand nine hundred and thirty-two between THE SUTTON HARBOUR IMPROVEMENT COMPANY (hereinafter called "the Harbour Company") of the one part and THE SOUTHERN RAILWAY COMPANY (hereinafter called "the Railway Company") of the other part supplemental to articles of agreement (hereinafter referred to as "the principal agreement") dated the ninth day of August one thousand eight hundred and seventy-seven and made between the Harbour Company of the one part and the London and South Western Railway Company of the other part.

Stamp.



WHEREAS :—

(1) In pursuance of articles 4 and 5 of the principal agreement the London and South Western Railway Company and (since the first day of January one thousand nine hundred and twenty-three) their successors the Railway Company have worked

[Ch. xlvii.] *Southern Railway* [23 & 24 GEO. 5.]
Act, 1933.

A.D. 1933. — controlled managed and maintained the Harbour Company's tramways being that part of the scheduled works referred to in the principal agreement which consists of tramways turntables points crossings stone pitching ballasting paving and other works and conveniences parts of or incident to the Harbour Company's tramways (all of which are hereinafter referred to as "the said tramways").

(2) The joint fund referred to in article 6 of the principal agreement has not been constituted and since the principal agreement came into operation the London and South Western Railway Company or their successors the Railway Company have received and retained for their own use and benefit the receipts referred to in paragraphs (a) and (b) of that article and have themselves defrayed (without reimbursement from the Harbour Company) the cost referred to in paragraph (g) of that article and the Railway Company and their predecessors have also paid to the Harbour Company an annual sum of one thousand pounds representing the amount of the interest at the rate of four per centum per annum on debenture bonds amounting to five thousand pounds and dividend at the rate of four per centum on eight hundred preference shares of twenty-five pounds each created and issued by the Harbour Company for the purposes referred to in paragraphs (e) and (f) of that article.

(3) The parties hereto are desirous of entering into the agreement hereinafter contained.

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

Article 1.—During the period of ten years from the first day of April one thousand nine hundred and thirty-two the following provisions shall notwithstanding anything contained in the principal agreement apply and have effect (that is to say):—

- (a) The Railway Company shall at their own expense and in accordance with the provisions of articles 4 and 5 of the principal agreement continue as heretofore to work control manage and maintain the said tramways and to pay all rates and outgoings in respect thereof;
- (b) The Railway Company shall continue to receive and retain for their own use and benefit the receipts referred to in paragraphs (a) and (b) of article 6 of the principal agreement;
- (c) The Railway Company shall pay to the Harbour Company an annual sum of five hundred pounds by equal half-yearly payments on the thirty-first day of March and the thirtieth day of September in each year and such annual sum shall form part of the revenue of the Harbour Company;

(d) The joint fund referred to in article 6 of the principal agreement shall not be constituted and the provisions of that article with regard thereto shall not apply or be in force.

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Article 2.—Except as is in article 1 of this agreement otherwise provided nothing contained in this agreement shall modify or affect the provisions of the principal agreement or the rights and obligations thereunder of the parties hereto.

Article 3.—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 parties hereto have hereunto caused their respective seals to be affixed the day and year first above written.

Sealed with the seal of the SUTTON
HARBOUR IMPROVEMENT COMPANY
in accordance with a resolution of
the directors passed at their board
meeting held on the fifteenth day
of August one thousand nine
hundred and thirty-two

By me

HENRY E. TURNER

Secretary.)

L.S.

The common seal of the SOUTHERN
RAILWAY COMPANY was hereunto
affixed in the presence of

F. H. WILLIS

Secretary.)

L.S.

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