

[26 GEO. 5. &
1 EDW. 8.]

*Southern Railway
Act, 1936.*

[Ch. lxx.]



CHAPTER lxx.

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 to authorise financial arrangements with respect to certain works and facilities to be provided by the Southern Railway Company under an agreement with the Treasury to raise additional capital and for other purposes. [14th July 1936.] A.D. 1936.

WHEREAS a part of the Didcot Newbury and Southampton Railway of the Great Western Railway Company is worked and maintained by the Southern Railway Company (in this Act referred to as "the Company") and it is expedient that the Company should be empowered to construct the railway in this Act described (being a deviation of a portion of the said part of the Didcot Newbury and Southampton Railway) to enable the construction of the Winchester by-pass road to be completed :

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

And whereas it is expedient that the Company and the London Midland and Scottish Railway Company

A.D. 1936. (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:

And whereas in order to provide increased facilities for railway transport of passengers and merchandise by means of the electrification of railway lines the provision of new equipment and the improvement of railway works an agreement was on the thirtieth day of November one thousand nine hundred and thirty-five entered into between the Treasury of the first part the Great Western Railway Company of the second part the London Midland and Scottish Railway Company of the third part the London and North Eastern Railway Company of the fourth part and the Company of the fifth part (all of which parties of the second third fourth and fifth parts are in this Act referred to as "the railway companies") and such agreement is set forth in the First Schedule to this Act and is in this Act referred to as "the scheduled agreement":

And whereas in order to facilitate the raising of the capital sums necessary for the provision of such facilities as aforesaid it is proposed by the scheduled agreement that subject to the sanction of Parliament the Treasury should cause a finance company to be formed with the object of raising money and lending the same to the railway companies and should guarantee the securities to be issued by such finance company both as to principal and interest in accordance with the terms of an agreement to be entered into between the Treasury and such finance company:

And whereas such facilities as aforesaid so far as the same are to be provided by the Company include certain works and facilities which the Company are already authorised to provide and certain other works which are included among those authorised by this Act:

And whereas it is expedient that the provisions of this Act with respect to the borrowing of money and the raising of capital by the Company for the purposes of or in connection with the scheduled agreement and for other purposes should be enacted:

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 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 :

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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 clerk of the county borough 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) :—

1. This Act may be cited for all purposes as the *Southern Railway Act 1936.* Short title.

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— Interpretation.

“The Company” means the Southern Railway Company;

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

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

“The Lands Clauses Acts” means the Lands Clauses Acts as modified by this Act;

41 & 42 Vict.
c. 76.

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

“The Havant works” means the works in the urban district of Havant and Waterloo authorised by the section of this Act of which the marginal note is “Power to make works &c.” together with the subsidiary works authorised by this Act;

“The Winchester works” means the works in the city of Winchester and the rural district of Winchester authorised by the section of this Act of which the marginal note is “Power to make works &c.” together with the subsidiary works authorised by this Act;

7 & 8 Geo. 4.
c. xli.

“The Canal Act” means the Act 7 and 8 Geo IV. cap. xli intituled “An Act for improving and supporting the Navigation of the River Brue from the Mouth thereof at its Junction with the River Parrett to Cripps’s House and for making and constructing a Canal from thence to the Town of Glastonbury in the County of Somerset”;

“The canal” means the Glastonbury Navigation and Canal authorised by the Canal Act;

“The portion of the canal” means the portion of the canal which is situate in the urban district of Burnham-on-Sea and extends from the north-western side of the Sea Lock Gates to the junction of the canal with the eastern end of the New Cut of the Somerset Rivers Catchment Board and includes the site thereof and all lands premises works and conveniences situate on or adjoining the same and appurtenant to the portion of the canal;

“Cornhill bridge” means the bridge carrying the Bridgwater to Bristol road over the canal;

“The Southampton County Council” means the county council of the county of Southampton;

“ The Somerset County Council ” means the county council of the administrative county of Somerset; A.D. 1936.

“ The scheduled agreement ” means the agreement of the thirtieth day of November one thousand nine hundred and thirty-five made between the Treasury of the first part the Great Western Railway Company of the second part the London Midland and Scottish Railway Company of the third part the London and North Eastern Railway Company of the fourth part and the Company of the fifth part as set forth in the First Schedule to this Act;

“ The railway companies ” means the parties of the second third fourth and fifth parts to the scheduled agreement;

“ The finance corporation ” means the finance company formed pursuant to the provisions of the scheduled agreement;

“ The scheme contained in the First Schedule to the scheduled agreement ” means as respects the Company the several works and facilities specified in Part IV of that schedule with such amendments (if any) as shall be deemed to be made therein in pursuance of clause 1 of the scheduled agreement;

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 except sections 127 to 131 (inclusive) of the Lands Clauses Consolidation Act 1845: 8 & 9 Vict. c. 18.

Provided that—

(1) (except in the case of lands to which the next succeeding section applies) any question of disputed compensation under

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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;

8 & 9 Vict.
c. 20.

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:

26 & 27 Vict.
c. 92.

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;

10 & 11 Vict.
c. 27.

Sections 14 15 24 28 99 and 100 of the Harbours Docks and Piers Clauses Act 1847;

8 & 9 Vict.
c. 16.

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

26 & 27 Vict.
c. 118.

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 (except section 22 of the said Act of 1863) as amended by subsequent Acts and as incorporated with and varied by the said scheme.

Application
of Acquisition
of Land
(Assessment
of Compensation)
Act
1919.

4. If the Company enter into an agreement with the Southampton County Council under the section of this Act of which the marginal note is "Agreements with Southampton County Council" for the acquisition in the name of the Southampton County Council of the lands in the urban district of Havant and Waterloo authorised to be acquired by the section of this Act of which the

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marginal note is "Power to make works &c." or if the two Companies enter into an agreement with the Somerset County Council under the section of this Act of which the marginal note is "Power to two Companies and Somerset County Council to enter into agreements" for the acquisition in the name of the Somerset County Council of the lands authorised to be acquired under the section of this Act of which the marginal note is "Power to two Companies to reconstruct portion of Bridgwater to Bristol road" then the provisions of the Acquisition of Land (Assessment of Compensation) Act 1919 shall apply with reference to the acquisition of the said lands and references in this Act to the Lands Clauses Acts so far as they relate to the said lands shall be construed as references to those Acts as modified by the said Act of 1919.

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9 & 10
Geo. 5. c. 57.

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

Protection
of gas and
water
mains of
local
authori-
ties.

6. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain in the county of Southampton the railway 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 and for any other purposes connected with their undertaking (that is to say):—

Power to
make
railway.

A railway (4 furlongs 4.46 chains in length) (being a deviation of a portion of the Great Western Railway Company's existing Didcot Newbury and Southampton railway) commencing in the

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parish of Twyford in the rural district of Winchester by a junction with the said existing railway at a point five hundred yards north-east of the bridge carrying that railway over the road leading from Twyford to Winchester and terminating in the city of Winchester by a junction with the said existing railway at the bridge carrying that railway over the road known as Bull Drove at a point sixty yards east of Tun Bridge.

Rates and
charges on
railway.

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

Period for
completion
of railway.

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

Imposing
penalty if
railway not
opened
within
period
limited.

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

17 & 18 Vict.
c. 31.

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.

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10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of the railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

Application
of penalty.

If no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or any part thereof has been abandoned be paid or transferred to such receiver or be 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.

11. 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

Power to
make
works &c.

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deposited book of reference relating thereto (other than the lands in the borough of Dover) (that is to say):—

In the county of Southampton—

In the urban district of Havant and Waterloo—

A new road (No. 1) (with a bridge over the London and Portsmouth railway) commencing in Leigh Road at a point 350 yards north of Havant Farm and terminating at the junction of Park Road and Park Way;

A new road (No. 2) commencing at a point in New Road 50 yards west of the junction of Stockheath Lane and New Road and terminating by a junction with new road (No. 1) at a point 460 yards north-west of the level crossing at North Street;

A new road (No. 3) commencing in Leigh Road at a point 80 yards north of the said level crossing and terminating in new road (No. 1) at its junction with new road (No. 2);

A widening of Park Road commencing at its junction with Park Way and terminating at its junction with West Street;

A new road (No. 4) commencing at the junction of West Street with Park Road and terminating in Langstone Road at a point 100 yards north of the house known as "Langbrook";

A new road (No. 5) commencing at the west end of Elm Lane and terminating by a junction with Park Road at a point 120 yards north of the junction of that road and West Street;

A widening of Elm Lane commencing at its junction with North Street and terminating at the commencement of new road (No. 5);

The Company may stop up and discontinue—

- (1) The level crossing at North Street;
- (2) So much of Leigh Road as extends for a distance of 14 yards measured in a northerly direction from the northern side of that crossing;

(3) So much of North Street as extends for a distance of 17 yards measured in a southerly direction from the southern side of that crossing; A.D. 1936.

and from and after such stopping up and discontinuance all rights of way over and along the said portions of a road and street authorised to be stopped up and discontinued shall be extinguished and the Company may appropriate and use for the purposes of their undertaking the portions of the road and street so stopped up and discontinued :

Provided that such stopping up and discontinuance shall not take place until—

- (a) the completion and opening for traffic of new road (No. 1) and new road (No. 3) and the completion of the said widening of Park Road; and
- (b) the Company have to the reasonable satisfaction of the Southampton County Council provided and opened to the public a footbridge over the railway at the level crossing at North Street The said footbridge shall be maintained and lighted by and at the expense of the Company.

In the parish of Twyford in the rural district of Winchester and in the city of Winchester—

A new road (No. 6) commencing in the parish of Twyford in the rural district of Winchester by a junction with the Winchester by-pass road now in course of construction at a point 85 yards south of the bridge carrying the Great Western Railway Company's Didcot Newbury and Southampton railway over the road leading from Twyford to Winchester and terminating in the city of Winchester by a junction with the said by-pass road at a point 55 yards east of the bridge carrying that railway over the road known as Bull Drove and in connection therewith the Company may stop up and discontinue so much of the road leading from the Twyford-Winchester road

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to Tun Bridge as extends between a point in the parish of Twyford 100 yards south-east of the said bridge carrying the said existing railway over the said Twyford-Winchester road and a point in the city of Winchester 100 yards south of Tun Bridge.

In the parish of Twyford in the rural district of Winchester—

A new road (No. 7) commencing in the road leading from Twyford to Winchester at a point 250 yards south-east of the said bridge carrying the said Didcot Newbury and Southampton railway over that road and terminating by a junction with new road (No. 6) at its commencement.

In the city of Winchester—

A new road (No. 8) commencing by a junction with new road (No. 6) at its termination and terminating by a junction with the said road known as Bull Drove at the said bridge carrying the said Didcot Newbury and Southampton railway over the last-mentioned road.

In the parish of Boldre in the rural district of New Forest—

A quay commencing at a point 12 yards south of the northern end of the platform at Lymington Pier Station and extending for a distance of 86 yards in a north-westerly direction;

A slipway commencing at a point 75 yards north-west of the northern end of the said platform and extending for a distance of 43 yards in a south-easterly direction;

and in connection therewith and for the purpose of improving the access thereto the Company may deepen dredge scour cleanse alter and improve the bed shores and channel of Lymington River 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:

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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 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 to 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.

In the county of Surrey—

In the urban district of Surbiton—

The Company may stop up and discontinue the footbridge over the London and Southampton railway at Surbiton Station and the footpaths leading to that footbridge from Victoria Road and from Glenbuck Road and South Bank respectively and may substitute a new footbridge therefor.

In the county of Somerset—

In the parish of Abbas and Temple Combe in the rural district of Wincanton—

A widening on the north side thereof of the bridge carrying the Company's railway from Templecombe Station to the Somerset and Dorset railway over the road known as Church Hill.

12. 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 to the extent of the limits of deviation marked thereon and may deviate from the levels of the works shown

Power to deviate in construction of works.

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

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

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

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

Provision
against
danger to
navigation.

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

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

15.—(1) Subject to the provisions of this Act and within the limits of deviation shown on the deposited plans the Company may in connection with the Havant works or the Winchester works and for the purposes thereof—

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—
Subsidiary
works.

- (a) make junctions and communications with any existing street or road which may be intersected or interfered with by or be contiguous to the Havant works or the Winchester works and divert widen or alter the line or level of any existing street or road for the purpose of connecting the same with the Havant works or the Winchester works or of crossing under or over the same or otherwise;
- (b) alter and remove any drinking troughs lamp-posts railings refuges or other structures erected upon any street or land within the said limits;
- (c) execute any works for the protection of any adjoining land or buildings;
- (d) execute any works and do any things necessary for the strengthening and supporting of any walls of adjoining buildings;
- (e) alter divert or stop up all or any part of any drain sewer channel or gas or water main or pipe wire or apparatus within the said limits the Company providing a proper substitute before interrupting the flow of sewage in any drain or sewer or of gas or water in any main or pipe or of electricity or telephonic communication in any wire or apparatus and making compensation for any damage done by them in carrying out such alteration diversion or stopping up.

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

16. And whereas in order to avoid in the execution and maintenance of the Havant works injury to the houses and buildings within one hundred feet of such works it may be necessary to underpin or otherwise

Under-
pinning of
houses near
Havant
works.

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strengthen the same therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes or dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Acts 1889 to 1934 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such

house or building for any loss or damage which may result to them by reason of the exercise of the powers granted by this section: A.D. 1936.

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

17. For the protection of the lord mayor aldermen and citizens of the city of Portsmouth (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say) :—

- (1) The provisions of section 15 of the Electric Lighting Act 1882 and of section 17 of the schedule to the Electric Lighting (Clauses) Act 1889 shall apply to the Corporation of Portsmouth as if they were contained in the Electric Lighting (Clauses) Act 1889. 45 & 46 Vict. c. 56. 62 & 63 Vict. c. 19.

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Act 1899 shall apply to and with respect to the exercise by the Company of the powers conferred by this Act relating to the Havant works and the Company shall not interfere with any electric lines or works of the corporation except in accordance with and subject to the provisions of those sections :

- (2) Notwithstanding anything contained in the section of this Act of which the marginal note is "Temporary stoppage of streets" the Company shall not prevent the corporation their officers or servants from passing along or using any street or road temporarily stopped up under the powers of that section and in which any electric lines or works of the corporation are situate for the purpose of exercising any of their statutory powers.

For pro-
tection of
Winchester
Corporation.

18. Notwithstanding anything in this Act or shown on the deposited plans and sections the following provisions for the protection and benefit of the mayor aldermen and citizens of the city of Winchester (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect :—

- (1) In this section "the signed plan" means the plan signed in duplicate by Frederic Viscars Barber on behalf of the Company and by Philip Henry Warwick on behalf of the corporation one copy of which has been deposited with the Company and one copy with the town clerk of the city of Winchester :
- (2) As soon as reasonably practicable after stopping up under the powers of this Act any part of the road leading from the Twyford-Winchester road to Tun Bridge the Company shall provide a bridle path as shown on the signed plan with a width throughout of not less than ten feet to the reasonable satisfaction of the Winchester Corporation :
- (3) Any difference which may arise between the corporation and the Company under this section shall be referred to and determined 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 the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

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19. For the protection of the Portsmouth and Gosport Gas Company (in this section referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the gas company and the Company apply and have effect (that is to say):—

For protection of Portsmouth and Gosport Gas Company.

- (1) Contemporaneously with the construction of the Havant works the Company shall subject to the provisions of this Act divert the mains of the gas company shown by a blue colour between the points marked respectively Z and Y X and W and V and U on the plan signed in duplicate by George Ellson on behalf of the Company and by Edwin Allison on behalf of the gas company either by relaying such mains in the lines shown by a red colour on the said plan or by providing and laying down in such last mentioned lines new mains equal in capacity to the mains for which the same are respectively substituted:
- (2) Not less than twenty-eight days before commencing the execution of any such work of diversion relaying or laying down as is referred to in subsection (1) of this section (such work being in this section referred to as a "work of diversion") or so much of any part of the Havant works as will be situate under or over or within three yards from any main pipe valve or other work or apparatus (in this section referred to as "apparatus") of the gas company the Company shall deliver to the gas company a plan section and particulars of such work describing the proposed manner of executing the same and a notice stating the date when it is proposed to commence such works:
- (3) The gas company may at any time within twenty-one days after the receipt of such plan section and particulars by notice in writing to the

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Company intimate their disapproval of the proposed manner of executing the work of diversion or such part of the Havant works as aforesaid (but in the case of the latter so far only as it involves interference with any apparatus of the gas company) or make reasonable requirements with respect to such plan section and particulars and in particular they may require the Company to execute such works (hereinafter referred to as "protective works") as may be reasonably necessary for the purpose of protecting the apparatus of the gas company against injury or damage or for preserving the continuity of the supply of gas through or by means of such apparatus:

Provided that if the gas company shall not within the said period of twenty-one days give any such notice in writing to the Company as aforesaid they shall be deemed to have approved the plan section and particulars as submitted to them:

- (4) The Company shall not execute any such work of diversion or so much of any part of the Havant works as aforesaid except in accordance with the said plan section and particulars as so approved by the gas company or settled by arbitration in accordance with the provisions of this section:
- (5) If within twenty-one days after the receipt of any such plan section and particulars as aforesaid the gas company shall give notice to the Company of their desire themselves to execute such work of diversion or any protective works or any other alteration of their apparatus which may be agreed between the gas company and the Company or settled by arbitration as hereinafter provided it shall be lawful for the gas company instead of the Company to execute such work or alteration and the gas company shall subject to the provisions of this section commence the work when requested so to do by the Company and complete the same with all reasonable dispatch and the costs reasonably incurred by the gas company in so doing shall

on demand be repaid to the gas company by the Company: A.D. 1936.

- (6) All works to be executed or provided under this section or any other provisions of this Act in connection with any apparatus of the gas company shall except as hereinbefore otherwise provided be so executed or provided by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if after reasonable notice in writing from the Company such superintendence shall be given) of the engineer of the gas company:
- (7) The Company shall bear and pay the cost reasonably incurred by the gas company in the reasonable employment of watchmen and inspectors with reference to and during the execution under the powers of this Act of any work of diversion or so much of any part of the Havant works as aforesaid:
- (8) The Company shall pay to the gas company the costs and expenses reasonably incurred by the gas company in disconnecting any apparatus of the gas company from and connecting the same with any existing apparatus of the gas company and of and incidental to the cutting off of any apparatus of the gas company from any other apparatus by reason or in consequence of the exercise of any of the powers of this Act and of and incidental to any other works or things rendered necessary or expedient by reason or in consequence of the exercise of such powers:
- (9) Notwithstanding anything in the section of this Act of which the marginal note is "Temporary stoppage of streets" the Company shall not prevent the gas company their officers or servants from passing along or using any street or road temporarily stopped up under the powers of that section in which any apparatus of the gas company is situate for the purpose of exercising any of their statutory powers:
- (10) Notwithstanding the stopping up of the level crossing at North Street and parts of Leigh Road and North Street the gas company shall

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be entitled to retain maintain repair renew enlarge and use their apparatus in and under such level crossing and portions of streets and to exercise with reference thereto all such powers as they would have exercised if the said level crossings and portions of streets had not been stopped up:

- (11) The reasonable expenses of all repairs or renewals of any apparatus of the gas company which may be rendered necessary by reason or in consequence of any act or default of the Company or their contractors or agents or the workmen or servants or any person in the employ of them or any or either of them or by reason or in consequence of any failure of the works of the Company or any subsidence resulting from the works of the Company whether during the execution thereof or within twelve months after the completion thereof shall be borne by the Company and paid by them on demand to the gas company:
- (12) Any difference which may arise between the Company and the gas company under this section (other than a difference as to the construction or meaning of this section) shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination:
- (13) The provisions of this section shall apply to the exercise by the Southampton County Council under the section of this Act of which the marginal note is "Agreements with Southampton County Council" of any powers of this Act relating to the Havant works as if references to that county council were substituted in this section for references to the Company.

For
protection
of Somerset
County
Council.

20. Notwithstanding anything contained in this Act unless otherwise agreed in writing between the Company and the Somerset County Council (in this section referred to as "the county council") the following provisions

for the protection of the county council shall extend and apply to the widening of the bridge carrying the Company's railway from Templecombe station to the Somerset and Dorset railway over the road known as Church Hill authorised by this Act :—

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- (1) The said widening shall be constructed so as not in any way permanently to encroach upon the existing surface of the roadway of Church Hill and so as to provide under the said widening a headway of not less than thirteen feet seven inches over the whole of the said roadway at its existing level :
- (2) Before breaking up the roadway of Church Hill the Company shall give to the county council fourteen days' notice in writing of the intention of the Company so to do accompanied by a plan and section showing the manner in which the piers or abutments and foundations of the said widening will affect or interfere with the surface and sub-soil of the said roadway and all work to be done by the Company affecting the said roadway and sub-soil or the property of the county council therein and the reinstatement of the said roadway shall be done at the cost in all respects of the Company and to the reasonable satisfaction of the county council :
- (3) The Company shall extend all culverts conveying water under their existing railway over Church Hill so as to carry such culverts under the said widening to the reasonable satisfaction of the county council :
- (4) The Company shall make and maintain the superstructure of the said widening so as to prevent so far as is practicable the dripping of water therefrom on any part of the said roadway :
- (5) Nothing in this Act shall affect the right of the county council to maintain alter the levels of improve or repair the roadway of Church Hill in the same manner as if this Act had not been passed Provided that any such works do not in the opinion of the Company's engineer

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endanger or injuriously affect the said bridge as widened or reduce the headway referred to in subsection (1) of this section :

- (6) Any difference which may arise between the county council and the Company under this section shall be referred to and determined 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 Acts 1889 to 1934 shall apply to any such reference and determination.

Power to
alter steps
pipes areas
&c.

21.—(1) Within the limits of deviation shown on the deposited plans relating to the Havant works the Company may raise sink or otherwise alter the position of any of the steps areas cellars windows and pipes or spouts belonging to any house or building and also the drains and the pipes or wires for the purpose of conveying electricity to any house or other place and may remove all other obstructions so that the same be done with as little delay and inconvenience to the inhabitants as the circumstances of the case will admit.

(2) Where any person sustains any damage by reason of the exercise of the powers of this section in relation to any matter as to which he is not himself in default full compensation shall be made to such person by the Company and any dispute as to the fact of damage or amount of compensation 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 the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and settlement.

Temporary
stoppage of
streets.

22.—(1) The Company during and for the purpose of the execution of the Havant works or the Winchester works may break up and also temporarily stop up divert and interfere with any street or road and may for any reasonable time divert the traffic therefrom and prevent all persons other than those bona fide going to or from any house in the street or road from passing along and using the same.

(2) The Company shall provide reasonable access for foot passengers bona fide going to or from any such house.

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23. The Company may cause such parts of the Havant works or the Winchester works to be laid out for carriageway and such parts thereof for footway as they may think proper and may upon the lands acquired by or vested in them under the powers of this Act and within the limits of deviation defined on the deposited plans relating to the Havant works or the Winchester works (as the case may be) construct erect and provide such vaults cellars arches sewers drains subways and other works and conveniences as they may think proper for the purposes of or in connection with the Havant works or the Winchester works (as the case may be).

Carriage-
ways
footways
sewers and
other works.

24. Any paving metalling or like materials excavated by the Company in the construction of the Havant works or the Winchester works from any street or road shall absolutely vest in and belong to the Company and may be dealt with removed and disposed of by them in such manner as they may think fit.

Application
of road
materials
excavated
in construc-
tion of
works.

25. Subject to the provisions of this Act all lands which shall be acquired by the Company within the limits of deviation defined on the deposited plans relating to the Havant works or the Winchester works (as the case may be) and laid into and appropriated as part of any street or road shall form part of that street or road and shall be maintained and repaired in all respects as the rest of that street or road is for the time being by law maintained and repaired.

Lands laid
into streets
to form part
thereof.

26.—(1) The Company and the Southampton County Council may enter into and carry into effect agreements with regard to the construction maintenance and repair of the Havant works or the Winchester works and the acquisition of lands therefor and the defraying or making of contributions towards the cost of such construction maintenance repair and acquisition and with regard to any other matters relating thereto and upon any such agreement being completed the Southampton County Council may (subject to the terms of the said agreement) for the purposes of and in connection with the execution of the Havant works or the Winchester works (as the case may be) exercise the powers of such of

Agreements
with
South-
ampton
County
Council.

A.D. 1936.

the provisions of this Act as apply to the Havant works or the Winchester works (as the case may be) and the provisions of the section of this Act of which the marginal note is "For protection of Portsmouth Corporation" shall apply to the exercise of such powers by the Southampton County Council as if references to that county council were substituted in that section for references to the Company.

(2) The expenses incurred by the Southampton County Council in and for any of the purposes of this section shall be deemed to be expenses incurred by them in the execution of their powers as a highway authority.

Power to acquire lands.

27. 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):—

In the county of Surrey—

Lands in the urban district of Walton and Weybridge—

On the south side of and adjoining the London and Southampton railway and extending between points respectively 554 yards and 640 yards east of the bridge carrying that railway over Hershams Road.

Lands in the urban district of Chertsey—

On the north-east side of and adjoining the Weybridge and Chertsey line and on the eastern side of and adjoining Almers Road and extending in an easterly direction for a distance of 155 yards from that road.

Lands in the parish of Witley in the rural district of Hambledon—

(i) On the east side of and adjoining the Portsmouth Direct railway and extending between points respectively 250 yards and 350 yards north of the bridge carrying that railway over the road (known as Mill Lane) leading from Great Enton to Crossways;

(ii) On the north side of and adjoining the said railway and extending between points respectively 344 yards and 434 yards west of the bridge carrying that railway over the Haslemere and Godalming road near Lower Birtley Farm.

Lands in the urban district of Haslemere—

On the north side of and adjoining the Portsmouth Direct railway and extending from Critchmere Lane for a distance of 71 yards west thereof.

In the county of Southampton—

In the urban district of Alton—

Lands on the north side of and adjoining the Farnham and Alton railway and extending between points respectively 350 yards and 442 yards north-east of the bridge carrying that railway over the road from Haw Bridge to Cuckoo's Corner.

In the parish of Binsted in the rural district of Alton—

Lands (forming part of Cotton's Copse) on the north side of and adjoining the Farnham and Alton railway and extending between points respectively 420 yards and 487 yards north-east of the bridge carrying the road from Holt Common to White Bridge over that railway.

Lands in the rural district of Petersfield—

(i) In the parish of Liss on the south-east side of and adjoining the Company's Portsmouth Direct railway and extending between points respectively 256 yards and 343 yards north-east of the north-western end of Syers Road;

(ii) In the parish of Buriton on the west side of and adjoining the Company's last mentioned railway and extending between points respectively 1407 yards and 1500 yards south of the south end of Buriton tunnel;

(iii) In the parish of Rowlands Castle on the west side of and adjoining the Company's last mentioned railway and adjoining and on the south-west side of Dean Lane and

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extending in a southerly direction for a distance of 170 yards from that lane.

Lands in the urban district of Havant and Waterloo—

(i) On the north side of and adjoining the London and Portsmouth railway and extending between the west side of Leigh Road and a point 360 yards west thereof;

(ii) On the south side of and adjoining the last mentioned railway and extending between a point 15 yards west of North Street and the eastern side of Havant Park.

Lands in the parish of Boldre in the rural district of New Forest—

On the east side of and adjoining the Lymington branch railway and situate between that railway and the road leading from Beaulieu to Lymington together with the site of the railings adjacent to such lands.

Lands in the city and county borough of Portsmouth—

On the south side of and adjoining the Portsmouth Harbour extension railway and extending between points respectively 50 yards and 330 yards north-west of the bridge carrying that railway over St. George's Road.

Period for compulsory purchase of lands.

28. 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-nine.

Power to acquire easements compulsorily in certain cases.

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

foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

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

Stopping up
roads or
footpaths
in case of
diversion
&c.

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 :

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.

This section shall not apply to the portions of a road and street in the urban district of Havant and Waterloo authorised to be stopped up and discontinued by the section of this Act of which the marginal note is "Power to make works &c."

A.D. 1936.
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Provision
as to repair
of roads and
footpaths.

31. 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.

As to
private
rights of
way over
lands
acquired.

32. 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.

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

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Part of the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties":
- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of

the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the

A.D. 1936.
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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 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
certain
owners to
grant
easements.

34. 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 any of 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.

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35. 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.

36.—(1) Subject to the provisions of this section 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 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 or mistake or cause to be established to the satisfaction of the High Court 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

Costs of arbitration in certain cases.

A.D. 1936.

as to the High Court 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.

(3) This section shall not apply to the acquisition of any lands to which the provisions of the section of this Act of which the marginal note is “Application of “Acquisition of Land (Assessment of Compensation) “Act 1919” apply.

Com-
pensation
in case of
recently
created
interests.

37. 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-five 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.

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38. If there be any omission misstatement 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 misstatement 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 misstated 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.

Correction
of errors
omissions
&c.

39. 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

Power to
make
agreements
with road
authorities.

A.D. 1936. — 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 the council of a county or borough or district under and for any of the purposes of this section shall be deemed to be expenses incurred by them in the execution of their powers as a highway authority.

Application
of certain
sections of
Acts of 1924
and 1933.
14 & 15
Geo. 5.
c. lxvi.
23 & 24
Geo. 5.
c. lvii.

40.—(1) The provisions of section 91 (Powers as to building on or over lands) of the Southern Railway Act 1924 as amended by section 35 (Amendment of section 91 of Act of 1924) of the Southern Railway Act 1933 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.

(2) The provisions of section 34 (Power to hold or sell or otherwise dispose of lands) of the Southern Railway Act 1933 shall extend and apply to any land 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
private
street ex-
penses in
certain
cases.
38 & 39 Vict.
c. 55.

41.—(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.

A.D. 1936.

(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.

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

42. The period now limited by the Southern Railway Act 1933 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-nine 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 the new road in the borough of Richmond authorised by the Southern Railway Act 1927;

17 & 18
Geo. 5.
c. xxiii.

(b) lands required for the purposes of or in connection with the bridge widening in the metropolitan borough of Bermondsey authorised by the Southern Railway Act 1930.

20 & 21 Geo. 5.
c. clxviii.

43.—(1) The two Companies may abandon and discontinue the maintenance and use for all purposes of all or any part of the portion of the canal.

Abandon-
ment of
portion of
canal by
two Com-
panies.

(2) The obligations imposed on the two Companies with respect to or in connection with any part of the portion of the canal shall except as otherwise provided in this Act cease upon such abandonment and discontinuance.

44.—(1) For the purposes of any agreement which may be entered into in pursuance of the provisions of the section of this Act of which the marginal note is “Power to two Companies and Somerset County Council

Power to
two Com-
panies to
dispose of
lands and

A.D. 1936.

—
fill in
portion of
canal &c.

“ to enter into agreements ” and for the general purposes of their respective undertakings the two Companies may retain use and appropriate the whole or such part as they may think fit of the lands and property forming the site of or acquired in connection with the portion of the canal or may sell lease or otherwise dispose of such lands and property in such manner at such time or times to such person or persons and on such terms and conditions as they may think fit.

(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.

(3) The two Companies may fill in the whole or any part of the portion of the canal so abandoned and discontinued and may remove any works situate thereon (other than Cornhill Bridge which shall not be removed except with the consent of the Somerset County Council) and upon such removal any obligations of the two Companies in regard to any works so removed shall cease.

Power to
two
Companies
to recon-
struct
portion of
Bridgwater
to Bristol
road.

45. 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):—

In the county of Somerset—

A reconstruction of the Bridgwater to Bristol county road in the urban district of Burnham-on-Sea commencing at a point seven yards south-west of the south-eastern corner of the cattle market and terminating at a point 18 yards west of the south-western corner of the Highbridge branch of Barclays Bank Limited.

Power to
two
Companies
and Somers-
et County
Council to
enter into
agreements.

46.—(1) The two Companies and the Somerset County Council may enter into and carry into effect agreements with regard to the filling in of the portion of the canal or part thereof and with regard to the carrying out of the work referred to in the section of this Act of which the marginal note is “ Power to two Companies

to reconstruct portion of Bridgwater to Bristol road” and the exercise of the powers of this Act with reference thereto and upon any such agreement being completed the Somerset County Council may (subject to the terms of the said agreement) fill in the portion of the canal or part thereof and reconstruct the Bridgwater to Bristol road 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 Somerset County Council may require. A.D. 1936.

(2) Any such agreement may provide for the vesting in the Somerset County Council of the land required for the reconstructed road (including the land under that road) and such other land of the two Companies as may be agreed and if any such agreement so provides the land to which such agreement relates shall vest in the Somerset County Council on and from the date of such agreement free from all public or private rights in under or over the same other than such public rights of way as may exist over Cornhill Bridge at that date.

(3) The expenses incurred by the Somerset County Council in and for any of the purposes of this section shall be deemed to be expenses incurred by them in the execution of their powers as a highway authority.

(4) The provisions of the section of this Act of which the marginal note is “For protection of Weston-super-Mare and District Gas Company” shall apply to the carrying out of any work and the exercise of any power by the Somerset County Council under this section as if references to that county council were substituted in the first-mentioned section for references to the two Companies.

47. 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

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

A.D. 1936. — were referred to therein in lieu of the Company (that is to say):—

- “ Power to deviate in construction of works ”;
- “ Underpinning of houses near Havant works ”;
- “ Period for compulsory purchase of lands ”;
- “ As to private rights of way over lands acquired ”;
- “ 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 created interests ”;
- “ Correction of errors omissions &c. ”; and
- “ Power to make agreements with road authorities ”:

Provided that the provisions of—

- (a) the said section of this Act of which the marginal note is “ Underpinning of houses near Havant works ” shall apply and extend to the two Companies as if the works in the urban district of Burnham-on-Sea authorised by the section of this Act of which the marginal note is “ Power to two Companies “ to reconstruct portion of Bridgewater to “ Bristol road ” and the two Companies had been referred to therein instead of the Havant works and the Company; and
- (b) 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.

Repeal of
certain
enactments.

48.—(1) As from the passing of this Act the following enactments are repealed:—

The Southern Railway Act 1933—

Section 41 (Power to two Companies to reconstruct bridge);

[26 GEO. 5. &
1 EDW. 8.]

*Southern Railway
Act, 1936.*

[Ch. lxx.]

- Section 42 (Power to two Companies and Somerset County Council to enter into agreements); A.D. 1936.
—
- Section 43 (As to application of certain sections of Act to two Companies);
- Section 44 (Underpinning of houses near reconstruction of bridge);
- Section 45 (For protection of Postmaster-General).

(2) As from the passing of this Act the provisoes to section li (Power to abandon canal as a navigation except as to a certain part herein specified) of the Somerset Central Railway Act 1852 (as continued in force by section ix (Notwithstanding repeal of recited Act sections in schedule to remain in force) of the Somerset Central Railway Act 1855) shall cease to have effect so far as they relate to the portion of the canal. 15 & 16 Vict. c. lxiii.
18 & 19 Vict. c. clxxxii.

(3) Upon the vesting in the Somerset County Council of the land belonging to the two Companies required for the portion of the Bridgwater to Bristol road to be reconstructed under the powers of the section of this Act of which the marginal note is "Power to two Companies to reconstruct portion of Bridgwater to Bristol road" section 7 (Works for protection of country from influx of tide) of the Canal Act shall be by virtue of this Act repealed.

49. For the protection of the Weston-super-Mare and District 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 two Companies and the undertakers apply and have effect (that is to say) :— For protection of Weston-super-Mare and District Gas Company.

- (1) Not less than twenty-eight days before commencing any works authorised by the section of this Act of which the marginal note is "Power to two Companies to reconstruct portion of Bridgwater to Bristol road" which may affect any mains pipes valves fittings or other apparatus (in this section referred to as "apparatus") of the undertakers the two Companies shall deliver to the undertakers a plan section

A.D. 1936.

and particulars of the works so proposed to be executed describing the proposed manner of executing the same and 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 within twenty-one days after the delivery of the said plan section and particulars may give notice to the two Companies to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus and to connect any such altered or substituted apparatus with the existing apparatus of the undertakers 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 raising lowering alteration support substitution connection laying or placing (in this section referred to as "protective works") and if such necessity shall be proved any difference as to the manner of executing any such 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 two Companies but to the reasonable satisfaction and under the superintendence if after reasonable notice such superintendence be given of the engineer of the undertakers :
- (3) If the undertakers by notice in writing to the two Companies within fourteen days after the receipt by them of notice of the intended commencement by the two Companies of any such works of the two Companies so require the undertakers may by their own engineer or workmen do and execute such protective works as may be agreed or settled as aforesaid so far as they affect the apparatus of the undertakers and the two Companies shall on completion thereof pay to the undertakers the reasonable

expense incurred by the undertakers in the execution of such protective works The two Companies shall afford to the undertakers all reasonable facilities for the purpose of enabling the undertakers to execute any such protective works Provided that if for twenty-eight days after any such notice is given to the two Companies by the undertakers the undertakers neglect to proceed with all practicable diligence to carry out such protective works the two Companies may forthwith proceed with the works authorised by the said section of this Act as if such notice had not been given to them :

- (4) In the event of the plan section and particulars 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 plan section and particulars relate shall not be executed except in accordance therewith as approved by the undertakers or as determined by arbitration as hereinafter provided :
- (5) The two Companies 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 existing covering is not less than three feet or less than the existing covering where the existing covering is less than three feet unless the two Companies shall in either of such cases protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the engineer of the undertakers or more than five feet where the existing covering does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the two Companies in either of such last mentioned cases provide special means of access to the same to the reasonable satisfaction of the engineer of the

A.D. 1936.
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undertakers Provided that where the apparatus is situate in the carriageway of such street or road the undertakers if reasonably required by the two Companies shall divert the apparatus under the footway of such street or road and lay the same at such depth as to provide such covering as the undertakers may think fit not being more than three feet or the existing covering whichever is the less and the reasonable expenses incurred by the undertakers in so doing shall be repaid to them by the two Companies :

- (6) In executing the works authorised by the section of this Act of which the marginal note is " Power " to two Companies to reconstruct portion of " Bridgwater to Bristol road " the two Companies shall not remove raise sink or otherwise alter the position of or interfere with any apparatus of the undertakers or do anything which may impede the passage of gas into or through such apparatus or interfere with the access thereto until the two Companies shall have provided and laid down and made ready for use by the undertakers such good and sufficient apparatus as the undertakers may reasonably consider necessary for continuing the supply of gas :
- (7) The undertakers may where reasonably necessary employ watchmen or inspectors to watch and inspect any works to be executed by the two Companies under the said section of this Act 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 two Companies :
- (8) The two Companies 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 authorised by the said section of this Act 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. 1936.

- (9) The two Companies in executing any works authorised by the said section of 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 two Companies shall make 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 the said section of this Act or of the construction failure or user of the works authorised by the said section of this Act or by the exercise by the two Companies of the powers conferred upon them by this Act or by the act or default of the two Companies 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 such works The two Companies shall also indemnify the undertakers in respect of any penalties costs actions claims or demands arising out of any interference by the two Companies with the apparatus or property of the undertakers Provided always that if any loss or damage or any penalties costs actions claims or demands shall be sustained by reason of or arise out of any neglect default or omission on the part of the undertakers in carrying out any works under the provisions of this section which authorise the undertakers to carry out such works themselves then the two Companies shall not be required to compensate the undertakers for any such loss or damage or to indemnify them in respect of any such penalties costs actions claims or demands:
- (11) Any difference which shall arise under this section between the two Companies and the undertakers or their respective engineers shall be referred to and settled by an arbitrator to be

A.D. 1936.
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appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

Power to enter into agreements with Isle of Wight Ferry Company Limited.

50. The Company on the one hand and the Isle of Wight Ferry Company Limited or their successors and assigns (in this section referred to as “the limited company”) on the other hand may from time to time enter into and carry into effect agreements with respect to the following matters or any of them (that is to say):—

- (1) The provision owning working using management and maintenance by the limited company of vessels accommodation and facilities for the conveyance of traffic between any place or port in the county of Southampton and in the Isle of Wight respectively and the payments terms and conditions to be made observed or performed in relation thereto:
- (2) The discontinuance by the Company of their service of steam vessels between Lymington and Yarmouth in the Isle of Wight and the transfer to the limited company of property held or used by the Company for the purpose of that service or otherwise on such terms and conditions as may be agreed.

As to joint annuities of certain members of superannuation fund.
17 & 18
Geo. 5. c. xi.

51.—(1) In this section—

“the Act of 1927” means the Southern Railway (Superannuation Fund) Act 1927;

“the fund” means the Southern Railway superannuation fund established by the Act of 1927;

“the rules of the fund” means the rules of the fund as set forth in the schedule to the Act of 1927;

“the altered rules” means the rules of the fund as from time to time altered (whether before or after the passing of this Act) pursuant to subsection (2) of section 3 (Rules of fund) of the Act of 1927;

“ annuity ” means an annuity payable to a member under the rules of the fund ;

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—

“ joint annuity ” means an annuity payable during the joint lives of a member of the fund and his wife and the life of the survivor of them ;

“ wife ” means the wife of a member at the time he makes an application for a joint annuity.

(2) Notwithstanding anything contained in the Act of 1927 or in the rules of the fund any provision in the altered rules as to an annuity being payable as a joint annuity or as to any sum payable out of the fund on the death of a member after he has commenced to receive a joint annuity or on the death of the wife of such member shall apply in relation to the annuity of any member of the fund who has exercised option (a) referred to in subsection (2) of rule 12 of the rules of the fund.

52.—(1) The Company in addition to and apart from any moneys which they are now authorised to borrow or to raise by the creation and issue of debenture stock may to the extent in the manner and for the purposes set forth in the scheduled agreement and on and subject to the conditions contained in that agreement borrow from the finance corporation moneys not exceeding in the aggregate the sum of six million pounds and in respect of any moneys so borrowed from the finance corporation the Company shall not be required to obtain the certificate of a justice under section 40 of the Companies Clauses (Consolidation) Act 1845.

Power to
Company
to borrow
from finance
corporation.

(2) Any sums of money which under this Act or under the scheduled agreement may be treated by the Company as money borrowed by them from the finance corporation shall if so treated be deemed to be money borrowed by the Company under this section.

53. The following provisions shall have effect with respect to the Company in relation to the borrowing of money from the finance corporation and in respect of the moneys so borrowed (that is to say) :—

Provisions
relative to
moneys
borrowed
from finance
corporation.

(1) The Company may during the period commencing on the date on which any money is borrowed by them from the finance corporation and ending on the date on which the works and facilities specified in Part IV of the First

A.D. 1936.

Schedule to the scheduled agreement are completed charge to capital account the interest on that part of such borrowed money as is applied for the purposes of the scheme contained in the said First Schedule and as would properly be chargeable to capital account:

- (2) The Company may also charge to capital account such sums payable by them in pursuance of clause 8 of the scheduled agreement as are payable in respect of works the cost whereof is properly chargeable to capital account and in respect of the period commencing on the date on which interest on the securities created by the finance corporation first becomes payable and ending on the date on which the works and facilities specified in Part IV of the First Schedule to the scheduled agreement are completed:
- (3) Subject to and in accordance with the provisions of the scheduled agreement the Company may—

(a) pay any sums payable by them in pursuance of clause 8 of the scheduled agreement notwithstanding that the securities issued by the finance corporation in respect of which the sums payable under the said clause may have become due may have been issued before the passing of this Act or before the date upon which the money is first borrowed by the Company from the finance corporation under the powers of this Act;

(b) defray the proportion apportioned to them under the scheduled agreement of the costs and expenses of and incidental to the formation administration and winding-up of the finance corporation and to the creation issue underwriting (if any) and management of its securities;

(c) treat as money borrowed by them from the finance corporation—

(i) any sum which the Company are liable to pay to the finance corporation in

respect of any discount allowed on the issue of any securities created by the finance corporation for the purpose of raising any money borrowed by the Company from the finance corporation; A.D. 1936.
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- (ii) such proportion of any losses of the finance corporation on capital account on realisation of any investments in which money raised by the finance corporation has been invested pending the borrowing thereof by the railway companies as shall be apportioned to the Company in accordance with the scheduled agreement;
- (iii) any sum payable by them in pursuance of clause 8 of the scheduled agreement which is treated by the finance corporation as money borrowed by the Company;
- (iv) the sums paid by them under paragraph (b) of this subsection so far as properly chargeable to capital;
- (d) execute and do all such deeds instruments acts and things as may be necessary on their part to give full effect to the arrangements contemplated by the scheduled agreement.

54.—(1) There shall by virtue of this Act and without any further or other authority be created such an amount (not exceeding in the aggregate six million pounds) of four per centum debenture stock of the Company as at the nominal or par value thereof shall be equivalent to the amount of the moneys which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement. Creation and charge of debenture stock.

(2) The Company from time to time as such moneys are borrowed shall in accordance with the provisions of clause 13 of the scheduled agreement charge the debenture stock created under this section as collateral security for the repayment of the moneys so borrowed. Provided that the total amount of the debenture stock which the Company may be required to

A.D. 1936.
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charge as collateral security under this subsection shall not at its nominal or par value exceed the sums of money which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement.

(3) The debenture stock created by this section shall be issued only to the finance corporation and at such time or times and in such amount or amounts as the finance corporation with the consent of the Treasury first obtained may direct but so that the Company shall not be required to issue to the finance corporation any greater amount of such stock than at its nominal or par value shall be equivalent to the moneys borrowed by the Company from the finance corporation and for the time being outstanding or to issue any such stock to the finance corporation unless that corporation shall first have obtained the consent of the Treasury to such issue.

Company
not to be
liable to
duty.

55. The Company shall not be charged with or be liable to any duty in respect of the issue or charge of the debenture stock created by this Act and charged by way of collateral security in pursuance of the scheduled agreement.

Release of
charged
securities
and power
to create
new stock
in lieu
thereof.

56.—(1) When and so soon as the Company shall have repaid to the finance corporation the whole of the moneys borrowed by them from the finance corporation in pursuance of this Act the debenture stock created and charged by way of collateral security under the section of this Act of which the marginal note is "Creation and charge of debenture stock" shall be released from such charge and thereupon shall be cancelled.

(2) The Company may by virtue of this Act and without any further or other authority at any time or times after such repayment or prior to such repayment for the purpose of providing moneys therefor and in such manner and on such terms and conditions as they may determine create stock to produce a sum equivalent to the nominal amount of the debenture stock so released or to be released and such stock may be created either as debenture stock or as stock of any other denomination and either redeemable or irredeemable or by any one or more of such methods. Such stock shall be issued at such time or times and shall carry such rate or varying

rates of interest or guaranteed or preferential dividend as the directors of the Company may at the time of any such issue by resolution determine and any preference stock (including guaranteed preference stock) so issued may notwithstanding anything contained in the Companies Clauses Act 1863 bear such rate of dividend as the directors of the Company may determine at the time or times of the issue thereof. A.D. 1936.

(3) All moneys raised under this section by the issue of stock shall be applied only to the general purposes of the undertaking of the Company to which capital is properly applicable.

(4) 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 section as though the issue of any stock (not being debenture stock) authorised by this section were the authorisation within the meaning of the said section 113 of the increase of nominal capital of the Company to the amount of stock so 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 such stock relating to the amount of such issue and the provisions of the said section 113 (as altered and amended as aforesaid) shall apply thereto subject to the modification imposed by this subsection. 54 & 55 Vict. c. 39.

57. The following provisions shall apply to and have effect in respect of any new stock created by the Company pursuant to the powers of the section of this Act of which the marginal note is "Release of charged securities and power to create new stock in lieu thereof" (that is to say):— As to new capital.

(1) Any new stock so created may be disposed of 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:

(2) Any new stock so created (otherwise than as debenture stock) and the holders thereof respectively shall unless otherwise provided by

A.D. 1936.
—

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 :

- (3) 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 this Act or any former 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 or 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 or issue of such first-mentioned stock :
- (4) If the Company after having created any such new stock (otherwise than as debenture stock) determine not to issue the whole of the stock created they may cancel the unissued stock and (so always that the limitation of amount imposed by subsection (2) of the section of this Act of which the marginal note is "Release
" of charged securities and power to create new
" stock in lieu thereof" in respect of the sum to be produced by the creation and issue of stock be observed) 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.

As to debenture stock.

58. Subject to the foregoing provisions of this Act Part III of the Companies Clauses Act 1863 (except section 22 of that Act) and section 25 (Debenture stock)

of the Railways (Southern Group) Amalgamation Scheme 1922 shall apply to any debenture stock created and issued under the powers of this Act. A.D. 1936.

59. 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.

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

61. 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 an action founded on contract or tort. Recovery of demands.

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

63. 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 Provision as to general Railway Acts.

A.D. 1936. — small parcels authorised to be taken by the said companies respectively.

Crown
rights.

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

For
protection
of War
Depart-
ment.

65. Nothing in this Act contained authorises the Company—

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

Costs of
Act.

66. 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.

[26 GEO. 5. &
1 EDW. 8.]

Southern Railway
Act, 1936.

[Ch. lxx.]

The SCHEDULES referred to in the
foregoing Act.

A.D. 1936.

FIRST SCHEDULE.

AN AGREEMENT made this 30th day of November 1935 between THE COMMISSIONERS OF HIS MAJESTY'S TREASURY (hereinafter called "the Treasury") of the first part and THE GREAT WESTERN RAILWAY COMPANY of the second part the LONDON MIDLAND AND SCOTTISH RAILWAY COMPANY of the third part THE LONDON AND NORTH EASTERN RAILWAY COMPANY of the fourth part and the SOUTHERN RAILWAY COMPANY of the fifth part (all of which railway companies are collectively hereinafter referred to as "the Railway Companies").

WHEREAS His Majesty's Government are desirous that the facilities for transport of passengers and merchandise provided by the Railway Companies may be increased by the electrification of lines the provision of new equipment and improvement of railway works as set out in relation to each of the Railway Companies in the First Schedule hereto and that the works therein specified should be commenced as speedily as possible with a view to the early provision of the new and improved public services and facilities which it is intended shall result therefrom :

And whereas the total cost of the execution of the said works is estimated at £29,500,000 and the Railway Companies are unable to undertake at the present time the whole of the work involved without the financial assistance from His Majesty's Government provided for in this agreement :

And whereas having regard to the public advantages to accrue from the early execution of the said works His Majesty's Government are willing subject to the sanction of Parliament to assist the Railway Companies in raising moneys for that purpose by giving such guarantee as is hereinafter provided.

Now therefore it is agreed as follows :—

1. Each of the Railway Companies shall as soon as practicable in the next available session apply to Parliament for and use its best endeavours to obtain (in so far as it does not already possess

A.D. 1936. — such powers) the statutory powers hereinafter referred to and all such other statutory powers (if any) as may be necessary to enable this agreement to be carried into effect and subject to the necessary statutory powers being obtained shall execute the works to be undertaken by it in accordance with the First Schedule hereto as speedily as may be and shall complete such works not later than the 1st day of January 1941 or within such further period as the Minister of Transport may allow. Provided that if any one of the Railway Companies shall hereafter satisfy the Minister of Transport that it is desirable that any of the works comprised in the First Schedule hereto which it is intended it shall carry out should be varied or that additional work should be added thereto the said schedule shall be deemed to be amended to the extent to which the Minister shall certify that he is so satisfied and shall have effect accordingly.

2. In consideration of the premises and of the further provisions of this agreement the Treasury will in the next session cause to be submitted to Parliament a Bill—

- (a) conferring on the Treasury such statutory powers as may be necessary to enable the Treasury to guarantee the payment of the principal of a loan not exceeding £26,500,000 to be raised by the Finance Company to be formed in accordance with clause 3 of this agreement and interest thereon; and
- (b) providing that stamp duty shall not be payable upon this agreement or upon any agreement in variation of this agreement or upon any agreements which shall be made by the Railway Companies or any of them with the said Finance Company providing for or securing the repayment of the advances to be made by the said Finance Company to the Railway Companies respectively or otherwise for giving effect to the provisions of this agreement.

3. As soon as the powers contemplated by the preceding clause have been obtained from Parliament the Treasury will cause a company (in this agreement referred to as "the Finance Company") to be formed with a nominal share capital for the purpose of raising and lending to the Railway Companies a sum or sums not exceeding in the aggregate £26,500,000 as aforesaid.

The said sum or sums shall be raised at such time or times as the Treasury may determine by the issue of securities of the Finance Company guaranteed as to principal and interest by the Treasury in accordance with the terms of an agreement to be entered into between the Treasury and the Finance Company. The said securities shall mature for repayment at par on such date as may be fixed by the Treasury not being less than fifteen or more than twenty-five years from the date of issue thereof and

shall be issued at such price and carry interest at such rate as may be approved by the Treasury and the Railway Companies and shall otherwise be issued upon such terms as the Finance Company and the Treasury may agree after consultation with the Railway Companies and such terms may include an option to the Finance Company to redeem the whole or any part of the securities at a date prior to the date fixed by the Treasury as aforesaid (upon notice to the holders of such securities) at any time after the expiration of such period from the date of such issue as the said terms may provide.

4. To the extent to which and as soon as they have obtained or obtain the necessary powers herein provided for the respective Railway Companies shall borrow from the Finance Company such sums not exceeding in the aggregate £26,500,000 as shall be raised by the Finance Company under the foregoing provisions of this agreement for the purposes of:—

- (a) the payment of the cost of such of the works comprised in the First Schedule hereto as they respectively may be authorised to carry out and of such further works as they may undertake with the approval for this purpose of the Minister of Transport;
- (b) the payment of the costs and expenses for which they respectively are liable under clause 10 hereof so far as properly chargeable to capital;
- (c) the payment of interest on moneys borrowed which they may be authorised to pay out of or charge to capital or to pay or provide out of advances; and
- (d) the payment of any sums for which they respectively are liable under the provisions of clauses 8 and 9 hereof.

The said sums shall be borrowed by the respective Railway Companies in the proportions set out opposite their respective names in the Second Schedule hereto which proportions may be varied by agreement between the Railway Companies with the approval of the Treasury the said proportions with such variations as aforesaid (if any) being hereinafter referred to as the "agreed proportions."

5. Each of the Railway Companies shall pay interest on the moneys borrowed by it from the Finance Company at the effective rate at which those moneys are raised by the Finance Company under clause 3 hereof taking into account any premium or discount at which the securities in respect thereof were issued. The first payment of interest shall be calculated from the date when the money is borrowed to the next half-yearly date for payment of interest by the Finance Company on the said securities and shall be payable three days in advance of such half-yearly date. Thereafter interest shall be payable by half-yearly instalments calculated up to the half-yearly dates for payment of

A.D. 1936. — interest by the Finance Company on the said securities but payable three days in advance thereof.

6. In the case of default in payment of any interest under the last preceding clause the Finance Company may with the consent of the Treasury give notice thereof to the Railway Company so defaulting and if such interest is not paid within seven days after receipt of such notice the whole of the moneys borrowed by that Railway Company and then outstanding shall become immediately due and payable.

7. So much of the sums raised under clause 3 hereof as shall not for the time being be lent to the Railway Companies shall be invested by the Finance Company to such an extent and in such manner as the Finance Company (after consultation with the Treasury) may think fit.

8. The Railway Companies shall pay to the Finance Company such sums as together with the interest payable under clause 5 hereof on the moneys borrowed by them and any income from the investment of the unborrowed moneys under clause 7 hereof (including any realised profits from investments) will provide the amount required to discharge the interest payable by the Finance Company in respect of the sums raised under clause 3 of this agreement. Provided that in computing the sums payable by the Railway Companies under this clause no account shall be taken of any part of the sums so raised as aforesaid (or of any of the income from investment as aforesaid which the Treasury determine to be fairly attributable to the investment of such part) if such part cannot be borrowed under this agreement by reason of the refusal of Parliament to grant the borrowing powers in respect thereof in this agreement provided for.

The sums payable under this clause shall be paid in the agreed proportions and shall be due three clear days before the interest payable by the Finance Company on its securities becomes due. The Finance Company shall be at liberty to deduct any sum payable under this clause from the unborrowed proceeds of its securities and may as soon as the requisite borrowing powers have been obtained by the Railway Company by whom it is payable either recover the sum from that Railway Company or treat such sum as money borrowed by that Railway Company.

9. Any losses on capital account which may be made by the Finance Company in the investment of the unborrowed proceeds of its securities (except such losses as the Treasury may determine to be fairly attributable to the investment of moneys in respect of which Parliament has refused to grant borrowing powers) shall be treated as moneys borrowed by

the Railway Companies under this agreement to be apportioned between them in the agreed proportions. A.D. 1936.

10. The Railway Companies agree to defray the costs and expenses of and incidental to the formation administration and winding-up of the Finance Company and to the creation issue underwriting (if any) and management of its securities. Such costs and expenses shall be apportioned between the Railway Companies in the agreed proportions. The Railway Companies shall respectively receive credit for any stamp duties paid by them on any securities issued by the Finance Company in respect of any moneys which any of them may be unable to borrow by reason of the refusal of Parliament to grant borrowing powers to that Company in respect thereof.

11. Each of the Railway Companies shall deposit in an account to be opened at the Bank of England in the joint names of the Railway Company so making the deposit and the Finance Company all moneys borrowed by it and then outstanding one calendar month before the date of final maturity of the securities issued by the Finance Company out of the proceeds of which such moneys were advanced. Provided that if the Finance Company has an option to redeem its securities in whole or in part at any prior date any of the Railway Companies may request the Finance Company to exercise its option to such extent as such Railway Company may require and in that event such Company will one calendar month before the date fixed by the Finance Company for such redemption deposit in manner aforesaid such part of the moneys borrowed by such Railway Company as will enable the Finance Company to redeem the securities in respect of which the option has been exercised.

The moneys so deposited shall be released by the Railway Company to the Finance Company on the day prior to the date fixed for the redemption of such securities but the Railway Company shall pay to the Finance Company interest on the money so deposited at the rate provided for in clause 5 hereof up to the date so fixed. Any interest earned by the moneys in the deposit account shall be for the account of the Railway Company. If the sums raised by the Finance Company were raised by the issue of its securities at a discount the amount of such discount shall for the purposes of this clause and of clauses 6 and 13 hereof be added to and be deemed to form part of the moneys borrowed by the Railway Company.

12. Each of the Railway Companies will in the next session of Parliament promote a Bill and will use its best endeavours to procure it to be passed into law providing (inter alia)—

- (a) for the creation by virtue of the Act itself of such an amount of 4 per cent. debenture stock of the Railway Company as at its nominal or par value shall be

A.D. 1936.

equivalent to the total amount which the Railway Company shall borrow from the Finance Company under this agreement;

- (b) for the issue by the Railway Company to the Finance Company from time to time of such debenture stock as collateral security for such moneys as shall be borrowed by the Railway Company as aforesaid and for such debenture stock to be issued at such time or times and in such amount or amounts as the Finance Company with the approval of the Treasury first obtained may direct but providing also that the Railway Company shall not be required to issue to the Finance Company in the aggregate a greater amount of the said debenture stock than at its nominal or par value is equivalent to the moneys so borrowed by the Railway Company as aforesaid and for the time being outstanding nor to issue any of the said stock to the Finance Company unless that Company first obtain the approval of the Treasury;
- (c) for power for the Railway Company to borrow to the extent in the manner and for the purposes set out in this agreement;
- (d) for the redemption by the Railway Company of any of the said debenture stock so charged as collateral security as aforesaid upon payment under the terms of this agreement of the whole of the moneys it may borrow as aforesaid and upon such redemption or upon the release of any of the said debenture stock from the said charge pursuant to clause 14 hereof for right and power to the directors of the Railway Company to cancel the stock so redeemed or released and to create and issue stock in the capital of the Company equal in value to the debenture stock so redeemed or released either as a redeemable or irredeemable stock of any description and carrying such rate or varying rates of interest as they may think fit;
- (e) if and so far as such powers may be necessary or expedient for power to the Railway Company to carry out the works to be undertaken by it in accordance with the First Schedule hereto and to acquire compulsorily or by agreement such lands and properties easements or other interests in lands as may be necessary for the purpose;
- (f) for power to the Railway Company to treat all sums payable under clause 8 of this agreement as if they were interest on advances made under this agreement;

(g) that the Railway Company shall not be charged with or be liable to loan capital duty on the debenture stock to be created by them as aforesaid or with any duty in respect of the issue thereof as collateral security until upon such debenture stock being released from the said charge the Railway Company shall issue or re-issue such stock. A.D. 1936.

Any such Bill may if any of the Railway Companies so desire contain a provision conferring power on the Railway Company to charge to capital during construction interest on so much of the moneys borrowed under this agreement as is expended on works the cost whereof is properly chargeable to capital account.

13. As collateral security for the repayment of the sums borrowed from the Finance Company each of the Railway Companies shall charge in favour of the Finance Company the 4 per cent. debenture stock to be created under the Bills to be promoted by them respectively under clause 12 hereof. Such charge shall be in the usual form to be approved by the Treasury and shall provide for the issue at the request of the Finance Company made with the consent of the Treasury of the said stock to the Finance Company or its nominee as the request may direct and for the usual power of sale of such stock.

14. As the cost of the works to be provided for out of the moneys borrowed under this agreement by each of them the London Midland and Scottish Railway Company and the London and North Eastern Railway Company includes the cost of anticipating the replacement of certain wasting equipment each of them the London Midland and Scottish Railway Company and the London and North Eastern Railway Company will provide the amounts of £1,250,000 and £896,580 respectively by annual instalments over a period not exceeding 15 years from the date of the first issue of securities by the Finance Company. The annual sums so provided shall be invested from time to time in the securities of the Finance Company if purchased at or below par or in such other securities as may be approved by the Treasury. Such securities shall be charged in favour of the Finance Company as collateral security for the sum borrowed by the respective Railway Company under this agreement and for the time being outstanding and upon such charge being given the 4 per cent. debenture stock of the Railway Company of a nominal amount equal to the actual sum invested in the securities so charged shall be released from the charge to be given under clause 13 of this agreement.

15. (a) If any of the Railway Companies are refused by Parliament any of the powers referred to in clause 12 hereof (other than those in paragraph (d) thereof) in respect of any part of the works to be undertaken by it in accordance with the First

A.D. 1936.

Schedule hereto or any money to be borrowed in respect thereof such Company shall at its option be relieved of its obligations under this agreement as regards that part of the works in respect of which such powers have been refused.

(b) If the London and North Eastern Railway Company are refused by Parliament any such powers as aforesaid in respect of the work numbered 1 (Electrification of the line from Manchester to Sheffield including provision of rolling stock and other equipment) specified in Part III of the First Schedule hereto or any money to be borrowed in respect thereof the London and North Eastern Railway Company shall not only be relieved of its obligations under this agreement as regards the said work but also shall at its option be relieved of its obligations under this agreement with regard to all or any of the other works specified in Part III of the said schedule.

16. In the execution of the works comprised in the First Schedule hereto the following conditions shall be observed by the Railway Companies :—

(a) all plant machinery and materials required in connection with the said works shall so far as practicable be of United Kingdom origin and all manufactured articles shall (unless the Treasury shall otherwise agree in writing) be wholly manufactured in the United Kingdom (preference being given other things being equal to firms in the special areas as defined in the First Schedule to the Special Areas (Development and Improvement) Act 1934) and all contracts relating to the said works shall require the contractors to certify on their own behalf and on behalf of their sub-contractors that such stipulations shall be carried out and the Railway Companies shall take all reasonable steps to ensure that such stipulations are observed by their contractors and shall report to the Treasury any modification of or failure to give such certificate;

(b) in all contracts connected with the carrying out of the said works a clause shall be inserted requiring all contractors and sub-contractors employed on any such works to pay rates of wages and to observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or in the absence of such recognised wages and hours those which in practice prevail among good employers) in the trade in the district where the work is carried out. Where there are no such wages and hours recognised or prevailing in the district those recognised or prevailing in the nearest district in which the general industrial circumstances are similar shall be adopted. Further the conditions of employment generally accepted in

A.D. 1936.

the district in the trade concerned shall be taken into account in considering how far the terms of this clause are being observed. The Railway Companies shall take all reasonable steps to secure the observance of the terms of this clause by all contractors and sub-contractors and for the exhibition of notices at the works of all contractors and sub-contractors regarding fair wages for the information of workpeople and for the inspection of wages books in order to see that the terms of this clause have been properly adhered to;

- (c) if any of the work is carried out by any of the Railway Companies by direct labour the wages and other conditions of employment of such labour shall be those in force in the Company's service on similar work;
- (d) all additional labour required for carrying out the works shall be selected from suitable workpeople submitted by the employment exchanges. Provided always that whenever the employment exchanges are unable to submit suitable workpeople within a reasonable period the Railway Company may make other arrangements for the engagement of such workpeople. Provided also that the Railway Companies shall be entitled to engage direct for the purpose of these works any specially qualified workpeople usually employed by them to do work of a specialised character;
- (e) if work is carried out by contractors they shall be required to enter into contracts embodying provisions in terms similar mutatis mutandis to the last preceding paragraph of this clause.

17. Each of the Railway Companies shall give and so far as lies in its power procure to be given to the Treasury all such information as the Treasury may reasonably require with regard to the progress of the said works undertaken by it and the purchase of plant machinery and materials therefor the amount actually expended thereon the number of workmen of different trades or grades employed in connection therewith and generally all such other information as the Treasury may reasonably require and as the Company may be in a position to give or obtain.

18. Each of the Railway Companies shall as soon as may be enter into such agreement with the Finance Company as may be necessary to ensure that they are under such obligations to the Finance Company as are specified in the foregoing provisions of this agreement.

In witness whereof the Right Honourable Neville Chamberlain and Archibald Richard James Southby Commander R.N. two of the Commissioners of His Majesty's

A.D. 1936. Treasury have hereunto set their hands and seals and the common seals of the Companies parties hereto respectively of the second third fourth and fifth parts have been hereunto affixed the day and year first before written.

THE FIRST SCHEDULE.

PART I.

WORK TO BE UNDERTAKEN BY THE GREAT WESTERN RAILWAY COMPANY.

1. Construction of a new line from near St. Germans to Looe including provision of diesel cars for the local services and other development works in connection with the line.
2. Construction of a new deviation line from Dawlish Warren to Newton Abbot.
3. Doublings of certain sections of line lengthening of platforms and crossing places and provision of new loops on the Barnstaple Minehead Newquay and Porthcawl branch lines.
4. Reconstruction and enlargement of important stations including Banbury Exeter Llanelly Oxford Paignton Penzance Plymouth (North Road) and Weymouth and minor improvements including the provision of loop lines at a number of other stations throughout the system.
5. Enlargement of marshalling yards goods depots and carriage sheds at Brentford Cannock Road Hockley Old Oak Common and Severn Tunnel Junction and minor improvements at other places throughout the system.
6. Adaptation of certain lines for use by heavier engines.
7. Alterations of passenger rolling stock.
8. Extension of automatic train control and track circuiting and provision of improved signalling telegraph and telephone arrangements.

PART II.

WORK TO BE UNDERTAKEN BY THE LONDON MIDLAND AND SCOTTISH RAILWAY COMPANY.

1. Electrification of portions of the Company's railway in the Wirral Peninsula and the establishment of through passenger train working over that railway and the Mersey Railway between

Liverpool and New Brighton and Liverpool and West Kirby A.D. 1936.
(including the provision of rolling stock and other equipment).

2. Conversion of Stonebridge Park (Wembley) Power Station to 50 cycles frequency and alterations of sub-stations and other works and equipment.

3. Construction of 369 new steam locomotives.

4. Construction of 270 new carriages.

5. Reconstruction and replanning of the Euston terminus.

6. Installation of colour light signalling between Euston and Willesden Junction and at Birmingham Crewe Preston Rugby Stafford Warrington and Wigan provision of intermediate block sections at three points between Crewe and Euston extension of track circuiting and other signalling works.

7. Improvement of accommodation at various passenger and goods stations.

PART III.

WORK TO BE UNDERTAKEN BY THE LONDON AND NORTH EASTERN RAILWAY COMPANY.

1. Electrification of the line from Manchester to Sheffield (including provision of rolling stock and other equipment).

2. Improvements to the following lines :—

Colchester to Clacton (including doubling between Thorpe-le-Soken and Clacton);

Felixstowe Branch (including doubling between Westerfield and Felixstowe Town);

Shenfield Junction to Southend;

Ely to Newmarket.

3. Provision of running loops at ten places between Grantham and Doncaster (with colour light signalling between Grantham and Barkston) and four places between Edinburgh and Berwick (with colour light signalling between Prestonpans and Berwick).

4. Provision of additional carriage and storage sidings at Edinburgh Craighendran and Cowlaers and additional facilities at Bathgate Junction and Broxburn.

5. Station improvements including colour light signalling at Doncaster and York and structural improvements at King's Cross.

6. Construction of 43 new steam locomotives.

A.D. 1936.
—

7. Construction of additional passenger carriages and conversion of gaslit rolling stock to electric lighting.

8. Colour light signalling between York and Darlington and at Newcastle-on-Tyne Edinburgh (East) and Cowlairs.

9. Extension of safety precautions (track circuiting and automatic train control).

10. Additional accommodation for the fish trade at Hull and Grimsby Docks.

PART IV.

WORK TO BE UNDERTAKEN BY THE SOUTHERN RAILWAY COMPANY.

1. Electrification of the following lines (including provision of rolling stock and other equipment) :—

- (a) Hampton Court Junction to Portsmouth via Woking and Guildford;
- (b) Woking to Farnham;
- (c) Weybridge to Staines;
- (d) Dorking to Arundel Junction and West Worthing to Havant including the branches to Littlehampton and Bognor;
- (e) Sevenoaks to Hastings via Tunbridge Wells;
- (f) Gravesend and Swanley Junction to Chatham and Gillingham;
- (g) Strood to Maidstone.

2. Construction of portion of a new railway from Motspur Park to Leatherhead.

3. Reconstruction of Templecombe Twickenham and other stations.

THE SECOND SCHEDULE.

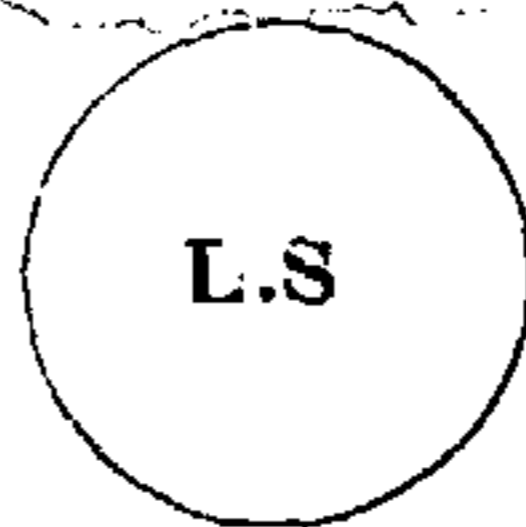
A.D. 1936.

THE PROPORTIONS REFERRED TO IN CLAUSE 4 HEREOF.

Great Western Railway Company	-	Eleven fifty-third parts.
London Midland and Scottish Railway Company	-	Eighteen fifty-third parts.
London and North Eastern Railway Company	-	Twelve fifty-third parts.
Southern Railway Company	-	Twelve fifty-third parts.

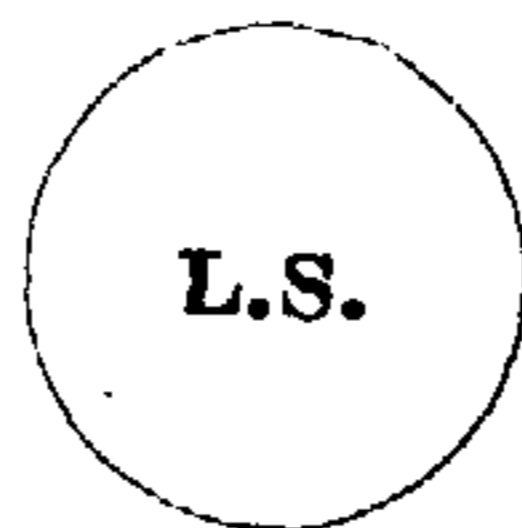
Signed sealed and delivered by
the Right Honourable **NEVILLE**
CHAMBERLAIN one of the Com-
missioners of His Majesty's
Treasury in the presence of } (Sgd.)
N. CHAMBERLAIN.

J. D. B. FERGUSON
Treasury Chambers S.W.1
Civil servant.

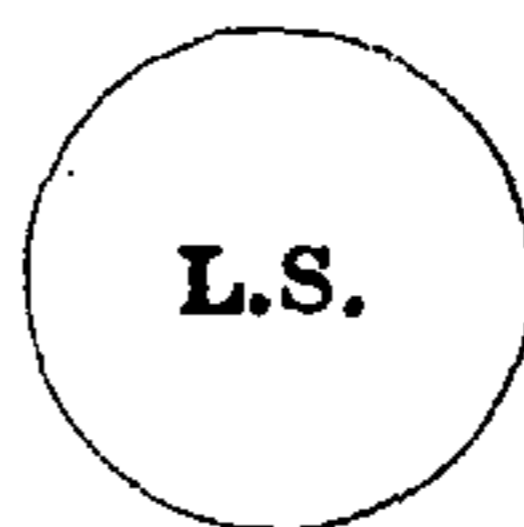


Signed sealed and delivered by
ARCHIBALD RICHARD JAMES
SOUTHBY Commander R.N. one
of the Commissioners of His
Majesty's Treasury in the
presence of } (Sgd.)
ARCHIBALD R. J.
SOUTHBY.

C. J. HARRIS
12 Downing Street S.W.1
Civil servant.



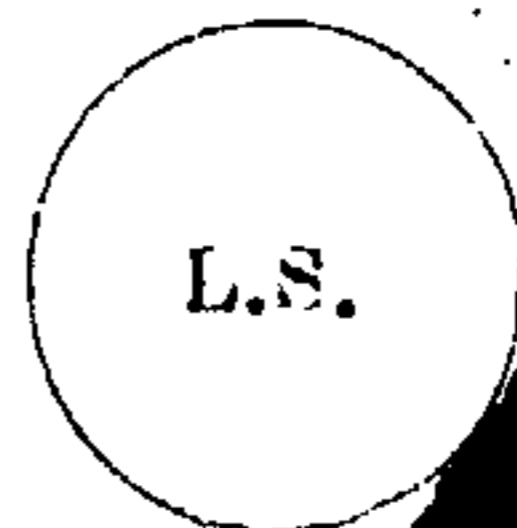
The common seal of the **GREAT**
WESTERN RAILWAY COMPANY
was hereunto affixed in the
presence of }



(Sgd.) **F. R. E. DAVIS**
Secretary.

A.D. 1936. The common seal of the LONDON
MIDLAND AND SCOTTISH RAILWAY
COMPANY was hereunto affixed in
the presence of

(Sgd.) O. GLYNNE ROBERTS
Secretary.



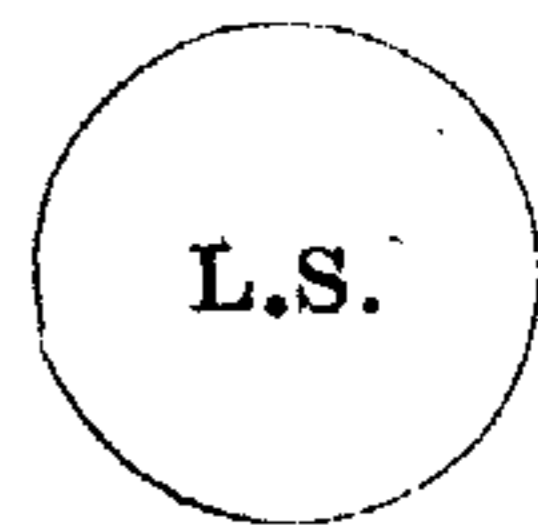
The common seal of the LONDON
AND NORTH EASTERN RAILWAY
COMPANY was hereunto affixed in
the presence of

(Sgd.) P. J. DOWSETT
Asst. Secretary.



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

(Sgd.) F. H. WILLIS
Secretary.



SECOND SCHEDULE.

FIRST PART.

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

Work or lands.	Area.	Nos. on deposited plans.
The Havant works	Urban district of Havant and Waterloo.	16 19 20 29 36 36 (a) 36 (b) 36 (c) 36 (d) 36 (e) 37 37 (a) 37 (b) 37 (c) 46 47 48 49 60 (a) 62 71.

[26 GEO. 5. &
1 EDW. 8.]

Southern Railway
Act, 1936.

[Ch. lxx.]

SECOND PART.

A.D. 1936.

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

Work.	Area.	Nos. on deposited plans.
Reconstruction of road at Highbridge.	Urban district of Burnham-on-Sea.	5 and 7.

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