

**CHAPTER lxxxviii.**

An Act to confer further powers on the London and South Western Railway Company and to provide for a lease to that Company of the undertaking of the North Cornwall Railway Company and for other purposes. A.D. 1913.

[15th August 1913.]

**W**HEREAS it is expedient that the London and South Western Railway Company (in this Act called "the Company") be authorised to widen and improve their railway and to acquire additional lands for the general purposes of their undertaking that the purchase by the Company of certain lands already acquired by them be sanctioned and confirmed and that the Company be authorised to exercise the other powers in this Act specified :

And whereas it is expedient to extend the time now limited for the completion of certain railways and to revive the powers and extend the time for the compulsory purchase of certain lands as by this Act provided :

And whereas it is expedient that further powers be conferred upon the Company with reference to the lease or other disposal of lands and the erection of buildings thereon :

And whereas by the North Cornwall Railway Act 1882 (herein-after referred to as "the Act of 1882") the North Cornwall Railway Company (herein-after referred to as "the North Cornwall Company") were authorised to make and maintain railways from Padstow in Cornwall to Wadebridge and Launceston in the same county and to Halwill in Devon forming junctions with the Bodmin and Wadebridge Railway at Wadebridge the

A.D. 1913. Launceston and South Devon line of the Great Western Railway Company at Launceston and the Holsworthy line of the Company at Halwill :

And whereas by the North Cornwall Railway Act 1884 (herein-after referred to as "the Act of 1884") the portion of the railway between Halwill and Launceston authorised by the Act of 1882 was constituted a separate undertaking under the name of and herein-after referred to as "the Launceston and Halwill line" and of the capital of six hundred and sixty thousand pounds authorised by the Act of 1882 one hundred and fifty thousand pounds were constituted separate capital of the North Cornwall Company for the Launceston and Halwill line to be distinguished as "the Launceston and Halwill line capital" and the North Cornwall Company were authorised to borrow on mortgage of the Launceston and Halwill line a sum not exceeding fifty thousand pounds :

And whereas by the North Cornwall Railway Act 1891 (herein-after referred to as "the Act of 1891") the portion of railway between Launceston and Delabole authorised by the Act of 1882 was constituted a separate undertaking under the name of and herein-after referred to as "the Launceston and Delabole line" and of the capital of six hundred and sixty thousand pounds authorised by the Act of 1882 one hundred and eighty-seven thousand pounds were constituted separate capital of the Launceston and Delabole line to be distinguished as "the Launceston and Delabole line capital" and by the said Act a certain deviation railway was authorised to be made by the North Cornwall Company and that company was authorised to abandon a portion of Railway No. 2 authorised by the Act of 1882 :

And whereas by the North Cornwall Railway Act 1893 (herein-after referred to as "the Act of 1893") the portion of railway between Delabole and Wadebridge authorised by the Act of 1882 was constituted a separate undertaking under the name of the Wadebridge separate undertaking and herein-after referred to as "the Wadebridge line" and of the capital of six hundred and sixty thousand pounds authorised by the Act of 1882 the sum of one hundred and fifty thousand pounds was constituted separate capital of the Wadebridge line under the name of "the Wadebridge line capital" and the North





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A.D. 1913. respect of the various portions of their undertaking constituted separate undertakings as aforesaid (viz.) :—

Launceston and Halwill line	4 per cent.	£
preferred stock	- - - -	75,000
Deferred stock	- - - -	75,000
4 per cent. debenture stock	- - - -	50,000
Launceston and Delabole line	3½ per cent.	
stock	- - - -	187,000
3½ per cent. debenture stock	- - - -	62,000
Wadebridge line	3 per cent. guaranteed stock	108,000
Ordinary stock	- - - -	42,000
3½ per cent. debenture stock	- - - -	50,000
Padstow line	3 per cent. stock	87,500

And whereas the total amount of the capital authorised by the Act of 1882 to be issued amounts to six hundred and sixty thousand pounds of which capital the North Cornwall Company have issued as aforesaid five hundred and seventy-four thousand five hundred pounds :

And whereas the North Cornwall Company have agreed to lease to the Company the whole of their undertaking including all their separate undertakings herein-before in this Act referred to for the term of 999 years on the terms set forth in the Third Schedule to this Act and it is expedient that such lease should be confirmed :

And whereas in order to enable such arrangement as aforesaid to be carried out between the North Cornwall Company and the Company it is necessary that the existing leases to the Company of the separate undertakings of the North Cornwall Company should be cancelled and that such of the provisions of the said Acts relating to the North Cornwall Company as constitute as separate undertakings the various portions of the North Cornwall Company's undertaking and as provide for the separate capital of each separate undertaking should be repealed and that the existing capital and debenture stock of the North Cornwall Company should be re-arranged and consolidated as herein-after in this Act provided :

And whereas having regard to the aforesaid arrangement for the permanent leasing of the North Cornwall Railway to the Company certain provisions of the North Cornwall Acts relating to the constitution and carrying on of the business of the North



Cornwall Company will be inappropriate and unnecessary and it is expedient that such provisions should be amended and repealed as herein-after in this Act provided: A.D. 1913.

And whereas the whole of the debenture stock created and issued in respect of the Launceston and Halwill line and the Wadebridge line is held by the Company and the holders of upwards of three-fourths of the amount of the debenture stock created and issued in respect of the Launceston and Delabole line have consented in writing to the provisions contained in this Act relating to the North Cornwall Company and their undertaking:

And whereas it is expedient that the Company be authorised to raise further capital for the purposes of this Act and for the general purposes of their undertaking:

And whereas under the former Acts relating to the Company there are existing various unexercised powers of raising capital for the general purposes of the Company:

And whereas the sum of about 1,500,000*l.* will shortly be required by the Company for the purposes of their undertaking and it is expedient that the Company should be allowed to raise such sums as may be required for such purposes as aforesaid by the issue of redeemable preference shares or stock:

And whereas it is expedient that the Company should be empowered to issue warrants and certificates to bearer for stock or shares or debenture stock and that the provisions herein-after contained with respect to such warrants and certificates and the bearers thereof should be made:

And whereas plans and sections showing the lines and levels of the works authorised by this Act and plans also of the lands which may be purchased or acquired by compulsion under the powers of this Act and also a book of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited for public inspection as follows (that is to say):—

As regards works and lands in the county of Middlesex or partly in the county of Middlesex and partly in the county of Surrey with the clerk of the peace for the county of Middlesex;

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As regards works and lands in the county of Surrey or partly in the county of Surrey and partly in the county of Middlesex with the clerk of the peace for the county of Surrey; and

As regards lands in the county of Southampton with the clerk of the peace for that county;

and the said plans sections and book of reference respectively are in this Act 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:—

## PART I.

### PRELIMINARY.

Short title.

1. This Act may be cited as the South Western Railway Act 1913.

Division of Acts into Parts.

2. This Act is divided into Parts as follows:—

Part I.—Preliminary.

Part II.—Powers to Company as to construction of works &c.

Part III.—As to North Cornwall Railway Company.

Part IV.—Finance and Miscellaneous.

## PART II.

### POWERS TO COMPANY AS TO CONSTRUCTION OF WORKS &C.

Incorporation of general Acts.

3. The following enactments (as far as they are applicable for the purposes of and are not inconsistent with or expressly varied by this Part of this Act) are hereby incorporated with



and shall be part of this Act except Part III. of this Act (that is to say):— A.D. 1913.

The provisions of the Companies Clauses Consolidation Act 1845 with respect to the several matters following (namely):—

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The borrowing of money by the Company on mortgage or bond;

The conversion of the borrowed money into capital;

The consolidation of the shares into stock;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested;

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Parts I. and II. of the Railways Clauses Act 1863 relating respectively to construction of a railway and to extension of time.

4. In this Act—

The several words and expressions to which meanings are assigned by the Acts in whole or in part incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction; and

Interpretation.

The expression “the railway widening” means the widening and improvement of the Company’s railway by this Act authorised.

5. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Part of this Act extend and apply to the water and gas mains

Protection of gas and water mains of local authorities.

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Power to  
construct  
works.

6. Subject to the provisions of this Act the Company may make complete and maintain the works described or mentioned in this section in the lines and in accordance with the levels shown on the deposited plans and sections relating thereto or any of those works or some part or parts thereof respectively with all proper and sufficient bridges stations rails sidings junctions approaches roads buildings piers booms caissons coffer dams fenders pontoons mooring buoys stages cranes lifts machinery piles dolphins and other works and conveniences connected therewith respectively and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited book of reference as may be required for those purposes The works herein-before referred to and authorised by this section are—

- (1) A widening and improvement of the Company's railway (Windsor line and Kensington and Richmond line) commencing in the parish and urban district of Twickenham in the county of Middlesex at a point on the said Windsor line of the Company about 1 chain measured along that railway in a south-westerly direction from the south-western side of the bridge carrying the London Road over the railway at Twickenham Station and terminating in the parish and borough of Richmond in the county of Surrey at a point on the said Kensington and Richmond line of the Company at or near the footbridge over the said railway at St. Mary's Grove:
- (2) In connexion with such widening and improvement a diversion in the said parish and urban district of Twickenham of the road leading from the Company's station yard at Twickenham to Mary's Terrace and of a portion of the road known as Mary's Terrace commencing at a point in the station yard of the Company at Twickenham situate about 1 chain measured in a south-westerly direction from the foot



of the steps leading from London Road into the station yard and terminating at a point in Mary's Terrace about 40 links or thereabouts measured in a north-easterly direction from the eastern side of the bridge carrying the London Road over the road to be diverted as aforesaid and in connexion therewith the construction of a new bridge carrying London Road over the diverted road and the removal of the existing steps leading from London Road to the station yard and from London Road to Mary's Terrace.

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7. The Company may close and stop up for public and other traffic the said existing road and portion of existing road which are by this Act authorised to be diverted as aforesaid and as from the time of such closing and stopping up all public and other rights of way (if any) over such road and part of road shall be by this Act extinguished and the Company may appropriate and use for the purposes of their undertaking the site of the road and portion of road stopped up and may build over the portion of the road when diverted on the north-eastern side of London Road. Provided that no part of any such road shall be closed or stopped up unless the Company are owners in possession of all houses and lands abutting on that part of the road except so far as the owners lessees and occupiers of such houses and lands may otherwise agree:

Company may close road to be diverted.

Provided also that the Company shall not close or stop up permanently such road or portion of road until they shall have completed the construction of the new road and opened the same for public use:

Provided further 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.

8. The Company on the completion of the road diversion by this Act authorised may and shall open and dedicate the new portion of road to the public and thereafter the sole power authority liability and duty of maintaining paving repairing cleansing sewerage and lighting the same shall be vested in and imposed upon the Twickenham Urban District Council.

Dedication to public of diverted portion of road.

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Width of  
roadways  
over bridges.

**9.** The Company may make the roadway over the bridges by which the following roads will be carried over the railway widening of such width between the fences thereof as the Company think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
7	Twickenham - - -	Public -	33 feet 6 inches.
27	Twickenham - - -	Public -	40 feet 6 inches.
8	Richmond - - -	Public -	25 feet 3 inches.
26	Richmond - - -	Public -	31 feet 8 inches.

Power to  
divert foot-  
path.

**10.** The Company may divert the public footpath referred to in the next following table in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of the existing footpath as will be rendered unnecessary by the new portion of the footpath so shown on the said plans (that is to say):—

Railway.	Parish.	No. of Footpath on Plans.
The railway widening - - -	Twickenham - - - -	48

Limits of  
deviation.

**11.** In constructing the works herein-before described and authorised by this Act the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and may deviate vertically from the levels of the works as shown on the deposited sections to any extent not exceeding 5 feet upwards or downwards.

Company  
not bound  
to maintain  
surface of  
roads &c.  
unless level  
permanently  
altered.

**12.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway widening by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or public highway is permanently altered.



**13.** And whereas in order to avoid in the execution and maintenance of any works authorised by this Act injury to the houses and buildings within one hundred feet of the railway widening it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as herein-after provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say):—

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Underpin-  
ning of  
houses near  
widening.

- (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 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 Board of Trade and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building

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—

for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

- (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 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 and in the mode prescribed by the referee 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 enactment contained nor any dealing with any property in pursuance of this enactment 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 enactment shall 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.

Tolls.

**14.** For the purpose of demanding and recovering tolls fares rates and charges and for all other purposes the railway widening shall be deemed part of the Company's main line of railway.

For protec-  
tion of Lon-  
don and  
North West-  
ern Railway  
Company  
and North  
and South  
Western

**15.** The London and North Western Railway Company and the North and South Western Junction Railway Company may have and exercise over the railway widening east of and inclusive of the new northern station at Richmond the same powers and privileges as are conferred on those companies by section 53 of the London and South Western (Kensington and Richmond)



Railway Act 1864 but subject to the terms and conditions contained in sections 55 56 57 and 58 of the same Act.

Junction  
Railway  
Company.

**16.** Nothing in this Act contained shall be deemed to authorise any interference with the rights or powers of the Great Western Railway Company and the Metropolitan Railway Company jointly or severally under sections 52 53 56 and 57 of the London and South Western (Kensington and Richmond) Railway Act 1864 or of the Metropolitan Railway Company under sections 4 5 and 6 of the Metropolitan Railway Act 1878 or of any agreement or agreements made in pursuance of the aforesaid sections or any of them.

For protec-  
tion of Great  
Western and  
Metropolitan  
Railway  
Companies.

**17.**—(1) The Metropolitan District Railway Company may have and exercise over the railway widening east of and inclusive of the new northern station at Richmond the same powers and privileges as are conferred on that company by section 43 of the Metropolitan District Railway Act 1875 but subject to the terms and conditions contained in sections 44 and 45 of the same Act.

For protec-  
tion of  
Metropolitan  
District  
Railway  
Company.

(2) Subsection (3) of section 23 (Company to have exclusive use of certain railways) of the Metropolitan District Railway Act 1910 shall be read and have effect as if the words “unless and until otherwise agreed” were inserted after the word “shall” where the same first occurs in such subsection.

**18.** For the protection of the Port of London Authority (in this section called “the port authority”) the following provisions shall unless otherwise agreed in writing between the Company and the port authority have effect (that is to say):—

For protec-  
tion of Port  
of London  
Authority.

(1) The railway widening and all or any temporary and permanent works connected therewith so far as the same affect the River Thames and the towing-paths thereof (which works are in this section referred to as “the bridge widening”) shall if constructed be executed according to plans elevations and sections to be approved in writing by the port authority under the hand of their secretary and deposited at their office and the works in the River Thames and on the towing-paths thereof shall be executed and performed to the reasonable satisfaction of the engineer of the port authority and the traffic of the said river and on the said towing-paths shall not

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be interfered with more than may be absolutely necessary in the construction of the railway widening and the works connected therewith and the Company shall when and so soon as the permanent works are completed and in any event within three years from the date of commencement of the bridge widening and within fourteen days after notice from the port authority so to do remove any temporary works and materials for temporary works which may have been placed in the said river and on the said towing-paths by the Company and on their failing to do so the port authority may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the port authority all expenses so incurred :

- (2) The piers and abutments of the bridge widening shall be in line with and of the same width and design as those of the existing bridge carrying the railway authorised to be widened and improved by this Act over the River Thames :
- (3) The foundations of the piers and abutments of the bridge widening shall be constructed and maintained at such a level as to allow of the bed of the River Thames adjacent to the railway widening to be dredged to a depth below the level of Trinity high water graduating from eighteen feet adjoining the piers to twenty feet in the middle in the case of the centre opening and from twelve feet adjoining the abutments to eighteen feet adjoining the face of the piers of the centre opening in the case of the two side or shore openings and notwithstanding anything contained in the Port of London Act 1908 the port authority shall not be liable for any damage not arising from negligence occasioned by or resulting from such dredging operations :
- (4) The Company shall not under the powers of this Act make or commence any work whether permanent or temporary in on under or over the River Thames or the bed shores or banks thereof or on the towing-paths thereof without the consent in writing of the



port authority until the plans elevations and sections referred to in subsection (1) of this section have been approved in writing by the port authority : A.D. 1913.

- (5) The Company shall during the construction of any works upon the bed shores or banks of the River Thames and after completion thereof if so required by the port authority hang out and exhibit at or near to the said works every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the port authority by writing under the hand of their secretary or other authorised officer shall approve or direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit to the port authority ten pounds and further the Company shall exhibit under a like penalty lights to be similarly approved by the port authority upon any temporary works or materials which may be placed on the towing-paths by the Company during the making of the railway widening or works connected therewith :
- (6) Nothing in this Act contained shall authorise or empower the Company to embank encroach upon or permanently interfere with any part of the soil or bed of the River Thames or the shore thereof except according to the plans elevations and sections to be approved in writing by the port authority :
- (7) The Company shall not (except as far as shall be necessary in the construction of the railway widening and the works connected therewith) take any gravel soil or other material from the bed or shores of the River Thames without the previous consent of the port authority in writing under the hand of their secretary :
- (8) Notwithstanding anything contained in this Act or in the Acts incorporated herewith the compensation or consideration payable to the port authority in respect

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of the lands taken or easements acquired under the powers of this Act and in respect of permanent or temporary works placed in the River Thames or on or under the banks bed or shores thereof shall be assessed in accordance with the provisions of section 116 of the Thames Conservancy Act 1894 or any statutory provision in lieu thereof for the time being in force and the provisions of the sections of this Act the marginal notes whereof respectively are "Costs of arbitration in certain cases" and "Compensation in case of recently altered buildings acquired by Company" shall not apply in the case of the port authority or their property :

(9) Nothing contained in this Act shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the port authority or to prohibit defeat alter or diminish any powers authority or jurisdiction which at the time of the passing of this Act the port authority did or might lawfully claim use or exercise under and by virtue of the Port of London Act 1908 or otherwise :

(10) If any difference shall arise between the Company and the port authority as to any matter or thing affecting the plans elevations or sections or the mode of constructing the works or temporary works by this Act authorised or as to anything to be done or not to be done under this section such difference shall be referred to an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and any arbitration hereunder shall except as to the appointment of an arbitrator be subject to the provisions of the Arbitration Act 1889.

For protection of Richmond (Surrey) Electric Light and Power Company Limited.

**19.** The following provisions for the protection of the Richmond (Surrey) Electric Light and Power Company Limited (herein-after in this section referred to as "the protected company") shall be observed and carried into effect (that is to say) :—

(1) If in the execution of any of the works by this Act authorised affecting any bridge crossing the railway of the Company it shall be necessary in any way to



alter the position of or otherwise interfere with any electric mains pipes wires or other works (herein-after called "apparatus") belonging to or connected with the undertaking of the protected company the Company before commencing the said works shall give twenty-eight days' previous notice in writing to the protected company of their intention to commence the same and all supports alterations and apparatus together with all such other protective works as the engineer of the protected company may consider necessary shall be carried out under the superintendence and to the reasonable satisfaction of the engineer of the protected company or the protected company if they so elect may themselves make any such alteration of their apparatus together with any protective works as aforesaid as may be necessary and the cost thereof shall be borne and paid by the Company :

- (2) The Company shall make good all damage done to the apparatus of the protected company by the disturbance thereof and shall make full compensation to the protected company for any loss or damage which they may sustain by reason of such interference as aforesaid :
- (3) If any difference arise between the Company and the protected company with reference to any of the matters provided for by this section such difference shall be determined by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the protected company and the Arbitration Act 1889 shall apply to any such arbitration.

**20.** For the protection of the Brentford Gas Company (herein-after in this section referred to as "the gas company") the following provisions shall unless otherwise agreed in writing between the Company and the gas company apply and have effect (that is to say):—

For protec-  
tion of  
Brentford  
Gas Com-  
pany.

- (1) In the event of the Company disturbing or diverting the existing mains of the gas company in the execution of the works by this Act authorised the Company if so required by the gas company shall construct or alter the bridges by which the roads known as the

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London Road and the Broadway numbered on the deposited Plans 7 and 27 respectively in the parish of Twickenham will be carried over the widened portion of the railways of the Company and the bridge carrying the said London Road over the road to be diverted under the powers of this Act known as Mary's Terrace in such manner as will permit the gas company to lay in the roadway over each of such bridges mains of the greatest possible internal depth having together a carrying capacity equal to two mains each of an internal diameter of not less than eighteen inches and the gas company shall be entitled at all reasonable times to have access to the said mains for the purpose of repairing or renewing the same :

- (2) Before commencing any works by this Act authorised in or under any street or road in or under which any mains pipes syphons tubes or other works (hereinafter called "apparatus") of the gas company are situate the Company shall deliver to the gas company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least twenty-eight days before the commencement of any such works :
- (3) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at



the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company. Provided that if the gas company by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof:

- (4) In the event of such plans sections and description so delivered to the gas company as aforesaid not being objected to within twenty-eight days the said works shall be executed in strict accordance therewith:
- (5) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus belonging to them will be interfered with or affected during their construction repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company:
- (6) If the Company for any of the purposes of this Act take any apparatus belonging to the gas company they shall pay to the gas company the value of such apparatus and the same shall thereupon become the property of the Company and the Company shall also pay to the gas company their reasonable charges of removing or altering any of their apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered:
- (7) If any interruption in the supply of gas by the gas company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company

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for the use and benefit of the gas company such a sum as may represent the damage caused for every day during which such interruption shall continue :

- (8) The expenses of all repairs or renewals of any apparatus of the gas company or any works in connexion therewith which may at any time within twelve months from completion of the works in connexion with such apparatus of the gas company be rendered necessary by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the said works or at any time within twelve months after completion shall be borne and paid by the Company and may be recovered against the Company by the gas company in any court of competent jurisdiction :
- (9) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the Arbitration Act 1889 shall apply to any such reference.

For protection of Richmond Gas Company.

**21.** For the protection of the Richmond Gas Company (in this section called "the gas company") the following provisions shall unless otherwise agreed apply and have effect (that is to say) :—

- (1) If in the execution of any of the works by this Act authorised affecting any bridge crossing the railway of the Company it shall be necessary in any way to alter the position of or otherwise interfere with any main pipe or other works (herein-after called "apparatus") of the gas company the Company before commencing the said works shall deliver to the gas company plans and sections and a description of such works describing the proposed manner of



executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works and such plans sections description and notice shall be delivered to the gas company at least twenty-eight days before the commencement of any such works:

- (2) If it should appear to the gas company that such works will interfere with or endanger any of their apparatus or impede the supply of gas the gas company may give notice to the Company to lower or otherwise alter the position of such apparatus or to substitute temporarily or otherwise other apparatus in such manner as may be considered necessary and to lay or place under any apparatus cement concrete or other like substances and any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance shall be settled as herein-after provided and all such works shall be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence of the engineer of the gas company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company Provided that if the gas company by notice in writing to the Company within seven days after the receipt by them of notice of the intended commencement by the Company of any such works so require the gas company may by their own engineer or workmen do and execute such works so far as they interfere with or affect the apparatus of the gas company and the Company shall on completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof:
- (3) In the event of such plans sections and description so delivered to the gas company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith:
- (4) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus belonging to them will be interfered with or affected during their construction

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repair or renewal and the reasonable wages of such watchmen or inspectors shall be borne by the Company and be paid by them to the gas company:

- (5) If any interruption in the supply of gas by the gas company shall be in any way occasioned by the Company or by the act or acts of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the gas company for the use and benefit of the gas company a sum not exceeding twenty pounds for every day during which such interruption shall continue:
- (6) If any difference shall arise with respect to any matter under this section between the Company and the gas company or their respective engineers or concerning any plans sections or description to be delivered to the gas company under the foregoing provisions of this section the matter in difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade and the Arbitration Act 1889 shall apply to any such reference.

For protection of Brandon's (Putney) Brewery Limited.

**22.** For the protection of Brandon's (Putney) Brewery Limited the following provision shall unless otherwise agreed have effect (viz.) :—

Notwithstanding anything in this Act contained or shown on or contained in the deposited plans and book of reference the Company shall not enter upon take or use any part of the lands and buildings numbered on such plans 9 10 11 and 12 in the parish of Twickenham.

For protection of Cole Estate.

**23.** For the protection of Emily Katherine Cole or other the owner for the time being of the lands forming the Cole Estate in the parish of Twickenham (in this section referred to as "the owner") the following provision shall unless otherwise agreed in writing between the Company and the owner apply and have effect (that is to say) :—

Notwithstanding anything shown on the deposited plans or contained in this Act the Company shall not without the consent in writing of the owner enter upon take use or interfere with any part of the lands numbered on the deposited Plans 10 in the parish of Twickenham.



**24.** The Company shall not under the powers of this Act purchase or acquire otherwise than by agreement any portion of the property numbered 43 on the deposited plans in the parish of Twickenham belonging to Philip Geen except so much of such property as is coloured red on the plan signed by the said Philip Geen and by John Wykeham Jacomb-Hood on behalf of the Company.

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For protec-  
tion of Philip  
Geen.

**25.** The following provisions for the protection of the mayor aldermen and burgesses of the borough of Richmond (Surrey) (in this section referred to as "the corporation") shall unless otherwise agreed be observed and carried into effect (that is to say):—

For protec-  
tion of Rich-  
mond Cor-  
poration.

- (1) If in the execution of any of the works by this Act authorised it shall be necessary in any way to alter or interfere with any sewer drain water mains pipes syphons plugs fire-call cables wires or other works (herein-after called "apparatus") belonging to or under the jurisdiction or control of or connected with the undertaking of the corporation the Company before commencing such works shall give not less than twenty-eight days' notice in writing accompanied by all necessary plans and sections to the corporation of their intention to commence the same and the Company shall not commence such works until the corporation in writing under the hand of their town clerk shall have signified their approval thereto unless the corporation do not so signify their approval disapproval or other directions within twenty-eight days after the service of the said notice plans and sections as aforesaid or until any matter in difference in connexion with such works has been settled by an engineer to be appointed as herein-after provided:
- (2) In the event of the corporation signifying their approval as aforesaid the Company shall at their own expense carry out all supports alterations and protective works as the engineer to the corporation shall consider reasonably necessary and the same shall be carried out by the Company under the superintendence and to the reasonable satisfaction of the said engineer or the corporation may if they so elect make any such alterations of their apparatus together with any protective works as aforesaid as may be reasonably

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necessary and the cost thereof shall be borne and paid by the Company :

- (3) The Company shall at their own expense make good all damage done to the apparatus of the corporation by the disturbance thereof and shall make full compensation to the corporation for any loss or damage which they may sustain by reason of such alteration or interference aforesaid :
- (4) All such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the corporation at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses occasioned to the corporation by reason of such works of the Company shall be paid by the Company to the corporation on demand and shall be a debt due from the Company to the corporation :
- (5) When any works as aforesaid or any works of defence connected therewith shall be completed by or at the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter vest in and be as fully and completely under the direction jurisdiction and control of the corporation as any of the apparatus now or hereafter may be :
- (6) If any difference shall arise as to the said works or as to the amount of any costs charges or expenses which may become payable by the Company to the corporation in connexion therewith the same shall be referred to an engineer to be appointed by the President of the Institution of Civil Engineers on the application of the corporation or the Company and the Company shall comply with and conform to all directions and regulations of such reference in the execution of the said works.

For protec-  
tion of Hes-  
ton and Isle-  
worth Urban  
District  
Council.

**26.** For the protection of the urban district council of Heston and Isleworth (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the Company and the council have effect (that is to say):—

- (1) Notwithstanding anything in this Act or shown upon the deposited plans the bridge carrying the railway



widening over the footpath leading from the Ranelagh Drive in the district of the council to Richmond Bridge (in this section referred to as "the said bridge") shall be erected on the west or down side of the existing bridge and shall be constructed so as to leave a width between the abutments of forty feet and allow the construction of a carriageway thereunder of twenty-four feet with a footpath on each side of eight feet. The said bridge shall be so constructed that the face of its eastern abutment wall shall be flush with the face of the eastern abutment wall of the existing bridge and so that the lowest part of the bridge shall be at least 16 feet 6 inches above the level of the crown of the roadway:

- (2) If at any time hereafter the council shall give three months' notice in writing to the Company of their desire that the existing bridge over the said footpath leading from the Ranelagh Drive to Richmond Bridge should be widened to the same width as the said bridge as herein provided the Company shall forthwith widen the same accordingly and all costs and expenses incurred by the Company in constructing the widening of the existing bridge as herein provided shall be repaid to the Company by the council on demand:
- (3) The said bridge as herein provided and the existing bridge (if reconstructed) shall be constructed as a girder bridge with the internal sides of the abutments of white glazed bricks and shall be made and kept watertight as far as reasonably practicable:
- (4) The Company shall provide and fix two public lamps in position suitable for lighting the roadway and footpaths under the said bridge and the existing bridge when widened and shall pay to the council the cost of lighting the same:
- (5) The Company shall not commence to construct the said bridge as herein provided until they shall have given to the council not less than twenty-eight days' notice in writing of their intention to do so:
- (6) The embankments of the railway widening so far as the same lies within the district of the council shall be

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planted with shrubs to the reasonable satisfaction of the council:

- (7) Any expenses incurred by the council under the provisions of this section shall be deemed to be expenses incurred by them under and for the purposes of the Public Health Acts:
- (8) If any difference shall arise between the Company and the council under this section such difference shall be referred to an arbitrator to be appointed unless otherwise agreed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protec-  
tion of  
Twickenham  
Urban Dis-  
trict Council.

**27.** In constructing the railway widening the following provisions for the protection of the Twickenham Urban District Council (in this section referred to as "the council") shall notwithstanding anything in this Act contained or shown upon the deposited plans and sections apply and have effect unless otherwise agreed to in writing between the council and the Company (that is to say):—

- (1) For the purpose of this section the expression "the works" shall mean and include so much of the railway widening and works by this Act authorised and any works connected therewith as shall be constructed or executed in the urban district of Twickenham (in this section referred to as "the urban district") and the expression "the council's property" shall mean and include all roads streets footways sewers drains pipes and any works belonging to or vested in the council or for the repair of which the council may be responsible and the expression "the signed plan" shall mean the plan signed in duplicate on behalf of the Company by John Wykeham Jacomb-Hood their engineer and on behalf of the council by Fred William Pearce their surveyor one copy being deposited with the Company and one copy with the council:
- (2) The Company shall at least twenty-eight days before commencing any of the works which shall or may interfere with or affect any of the council's property give to the council notice in writing thereof accom-



panied by such plans sections drawings and particulars as may be necessary of the works by leaving the same at the office of the council The council within twenty-eight days after service of such notice shall signify their approval or disapproval of the said plans sections drawings and particulars in writing failing which they shall be deemed to have approved thereof If the council shall disapprove of the said plans sections drawings and particulars or the Company shall be unwilling to agree to any of the requirements of the council the matter in difference shall be determined by arbitration in manner herein-after provided The Company shall execute the works in accordance with the plans sections drawings and particulars as approved by the council or as determined by arbitration as aforesaid A copy of the plans sections drawings and particulars of the works so approved or determined shall be deposited at the office of the council :

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- (3) The Company shall comply with all reasonable requirements of the council in the execution of the works and shall provide so far as reasonably practicable for the protection and the prevention of injury to or interference with the council's property by reason of the works and shall save harmless and keep indemnified the council against all and every the reasonable expenses to be occasioned thereby :
- (4) If the Company shall neglect or refuse after having received due and reasonable notice from the council to make good any damage injury or disturbance to the council's property then it shall be lawful for the council to do all works reasonably necessary for making good the same and the Company shall within fourteen days after demand under the hand of the clerk of the council make compensation to the council for all such damage injury or disturbance and shall bear and pay all the reasonable costs charges and expenses which shall have been caused or occasioned by such neglect or refusal as aforesaid :
- (5) The Company shall from the commencement of any of the works carry out and complete the same without

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any unreasonable delay and with as little interference with the council's property or to the public using the same as is reasonably practicable and the Company shall make and carry into effect such arrangements for lighting and watching the works and any part of the council's property interfered with or affected thereby during the construction thereof as may be reasonably necessary and so as to prevent so far as possible any damage danger or accident or as may be reasonably required by the council:

- (6) All the works so far as the same shall or may affect the council's property shall be carried out under the superintendence and to the reasonable satisfaction of the surveyor to the council at the reasonable costs charges and expenses in all things of the Company and all such costs charges and expenses to which the council may be put by reason of the works (whether in the execution or in the inspection or superintendence thereof) shall be paid to the council by the Company:
- (7) The Company shall remove the existing bridges by which the London Road and the St. Margaret's Road are carried over the Company's existing railway and shall construct new bridges to carry the said London Road and St. Margaret's Road over the said existing railway and the works. Each of such bridges shall be constructed so as to provide a clear width throughout of public road or street (including footways) of not less in any part than fifty feet (exclusive of the area which the Company shall and may provide upon or adjoining either or each of such bridges when widened as a drive in to or in connexion with any station the Company may construct at either or each such bridge) and of adequate strength at all times to provide for all classes of traffic lawfully using any public road or street within the urban district and with parapets and fences of a reasonably ornamental character and design and of not less height than four feet above the level of the adjoining road or footway and the roadway and footways over each of such bridges shall be constructed paved and drained



and provision shall be made for the lighting of the same to the satisfaction of the surveyor to the Council: A.D. 1913.

- (8) In connexion with the construction of the bridge carrying the London Road over the Company's existing railway and the works the Company shall widen to the width of fifty feet as shown on the signed plan the approach to the said bridge on the northern side from the boundary of their land adjoining Coles Bridge and so much of the approach thereto on the southern side as is indicated on the said plan and shall provide and construct on the east and west sides of such bridge suitable and sufficient steps of clear widths of six and nine feet respectively leading from such bridge to the road known as Mary's Terrace and the now existing station yard:
- (9) In connexion with the construction of the bridge carrying the St. Margaret's Road over the Company's existing railway and the works the Company shall set back the parapet on the west side thereof in a straight line with the existing buildings as shown on the signed plan and shall also round off the corner of the approach from Amyand Park Road as shown on the said plan:
- (10) The Company in diverting the portion of the road known as Mary's Terrace by this Act authorised to be diverted shall construct the bridge carrying the London Road over such diverted road with a clear span throughout measured on the square of not less than the span of the existing bridge and with a clear headway of not less height in any part than nine feet six inches and the Company shall not maintain or erect a boundary wall between the said road and the Company's railway of a greater height than the existing boundary wall and shall provide and maintain on the top of any such wall an unclimbable iron railing of such design and height as may be reasonably approved by the council:
- (11) The council shall for ever hereafter undertake to maintain and shall bear the cost of such maintenance of the public roads ways and footways on the said bridges when widened carrying the London Road and

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the St. Margaret's Road over the Company's existing railway and the works and the respective approaches thereto and any other bridges now carrying any roads in the urban district over the Company's railway together with the approaches thereto and in respect of such maintenance the Company shall pay to the council on the first day of January in each year the sum of sixty pounds Provided that all walls or retaining walls fences railings or hedges which may be on the side of the said roads or the approaches thereto shall be maintained by and at the expense of the Company :

- (12) The Company shall alter reconstruct and relay the main sewer passing under and across the Company's lands on the east side of London Road with cast-iron pipes of not less than three feet internal diameter in such line and at such level as may be found necessary to ensure a proper line and gradient for the flow of sewage from the existing main sewers in London Road and Whitton Road into the existing main outfall sewer in the now existing Station Yard and shall provide and construct in connexion with such sewer all necessary and proper manholes for the purpose of providing and securing means of access thereto or forming the junctions with the existing sewers and the Company shall be entitled to erect and maintain buildings platforms or other works over the said iron pipes or any portion thereof :
- (13) The council shall convey to the Company such portion of the land belonging to them known as Bandy Close within the urban district as the Company may require but not exceeding in all twelve poles and the Company in exchange therefor shall convey to the council a piece or parcel of land adjoining the said Bandy Close of a like area The Company shall provide all necessary boundary fences for the said lands and shall pay all the reasonable costs charges and expenses of the council in connexion with the said conveyances :
- (14) The provisions of the Public Health Acts and any Act amending the same and any byelaws and regulations



in force in the urban district shall apply in the execution by the Company of the powers of this Act to any new buildings or additions to existing buildings erected or made under the powers of this Act and the Company shall be entitled to the benefit of any special exemptions in favour of railway companies in the said Acts contained:

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- (15) The Company shall not close up or otherwise interfere with any part of the road and footpath numbered 10 on the deposited plans in the parish of Twickenham without the previous consent in writing under the hand of the clerk of the council and such consent shall be subject to such terms as may be agreed between the council and the Company:
- (16) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works within the urban district whether during or after the construction of the same within view of any public street any placards or advertisements except such as shall have been approved in writing by the clerk of the council and if any such placard or advertisement be affixed or exhibited without such approval the council may remove the same but these provisions shall not prevent the Company exhibiting on the outside of any of their stations in the urban district placards giving information to the public as to the traffic of the Company:
- (17) The council shall free of expense to the Company widen as and when they shall deem advisable to a width of fifty feet so much of the approach road on the south side of the bridge over the London Road as extends from the junction of London Road with Amyand Park Road to the south side of the bridge and the approach thereto as widened by the Company under the provisions of this section and in a line with the public road over such bridge as so widened:
- (18) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or any Act incorporated therewith which may enure for the protection of the council:

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- (19) Any expenses incurred by the council under the provisions of this section shall be deemed to be expenses incurred by them under and for the purposes of the Public Health Acts:
- (20) If any difference shall arise between the council and the Company as to any matter or thing to be done under the provisions of this section or as to the reasonableness of any of the requirements of the surveyor of the council or the council or of the Company or as to the rights duties or liabilities of either party hereunder then and in any such case such dispute or difference shall be referred to an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protec-  
tion of Me-  
tropolitan  
Water  
Board.

**28.** For the protection of the Metropolitan Water Board (in this section referred to as "the Board") the following provisions shall notwithstanding any other provision of this Act or anything shown on the deposited plans and sections apply and have effect unless otherwise agreed in writing between the Board and the Company (that is to say):—

- (1) The provisions of sections 18 19 21 and 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Part of this Act extend and apply to the mains pipes and apparatus of the Board and shall be construed as if the Board were mentioned in those sections in addition to "company or society" Provided that any penalties recovered under section 23 shall be appropriated to the water fund of the Board:
- (2) If in constructing the railway widening or the diversion of road at Mary's Terrace Twickenham or at any time thereafter the Company shall lengthen widen alter or reconstruct the bridge carrying London Road Twickenham over their railway in such a manner as to involve interference with any of the Board's water mains they shall to the satisfaction of the Board substitute for those portions of the existing mains which are laid in these portions of the said bridge



which may be lengthened widened altered or reconstructed steel pipes of not less carrying capacity than that of the existing mains :

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- (3) The Company shall not at any point within twenty feet of the nearest part of the Board's tunnel under the River Thames near to the bridge carrying the railway widening over that river dredge or execute any other works affecting the channel or bed of the said river or construct or place temporarily or otherwise any piles or other structures or works :
- (4) The Company shall take all necessary and timely precautions to avoid any damage to the said tunnel and the mains therein and to the shafts connected therewith which may be occasioned by reason of the execution of the works authorised by this Act and shall forthwith repay to the Board any loss or expense which they may sustain or incur in making good any damage which may be so caused and will at all times keep the Board indemnified from and against the same and from and against all actions and proceedings claims costs and expenses arising out of the execution of the authorised works in proximity to the said tunnel mains and shafts :
- (5) In the event of the Company requiring to execute any works within five feet of the existing main of the Board laid in the Old Deer Park Richmond the Company shall give to the Board twenty-eight days' notice of their intention to commence such works and such works shall be carried out only in accordance with such plans as shall be previously agreed between the respective engineers of the Board and the Company and this subsection shall not be subject to arbitration as provided for in subsection (15) of this section :
- (6) Notwithstanding the stopping up temporarily of any road or street under the powers of this Act the Board their engineer workmen and others in their employ shall at all times have all such rights of access to all or any of the apparatus of the Board situate in or under any such road or street as they had immediately before the passing of this Act and shall be at liberty to do all such works at their own expense in and upon such

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road or street as may be necessary for inspecting repairing maintaining removing or extending such apparatus :

- (7) Not less than twenty-one days before commencing any of the works by this Act authorised in any street or road in or under which any apparatus of the Board is situate (or otherwise affecting any such apparatus) the Company shall deliver to the Board a plan section and description of such works describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connexion therewith :
- (8) The Board may at any time within twenty-one days of the receipt of such plan section and description by notice in writing intimate to the Company their requirements so far as such works involve interference with the apparatus of the Board and they may (in addition to any other rights or powers conferred upon them by this section) require the Company to provide and lay down such works and apparatus as may be specified by the Board and to remove raise sink or otherwise alter the position of the apparatus and support the same and to substitute temporarily or otherwise other apparatus in such manner as may be specified by the Board and to lay or place under any apparatus cement concrete or other like substance Any difference between the Board and the Company under this subsection shall be determined by arbitration as herein-after provided Provided that if the Board shall not within the said period of twenty-one days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company :
- (9) The Company shall not construct such works as aforesaid except in strict accordance with the said plan section and description delivered to the Board and shall carry out all works in connexion with the apparatus of the Board as may be approved by the Board or settled by arbitration :
- (10) Not less than fourteen days before commencing the construction of any such works as aforesaid the



Company shall give to the Board notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within seven days after the receipt of such notice the Board shall give notice to the Company of their intention themselves to lay down any substituted apparatus or to execute any other works to or in connexion with any apparatus of the Board as provided by this section it shall be lawful for the Board instead of the Company to lay down such apparatus or execute such works and the cost incurred by them in so doing shall on demand be repaid to the Board by the Company :

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- (11) The Company shall not raise sink or otherwise alter the position of any apparatus of the Board or alter the level of any street or road in which any such apparatus is situate so as to leave over such apparatus when the works are completed a covering of less than three feet unless they shall in such case protect such apparatus from frost or injury by artificial covering or by the substitution of steel pipes embedded in concrete for cast-iron pipes to the satisfaction of the Board or of more than five feet :
- (12) The Board may if they deem fit employ watchmen or inspectors to watch any works to be executed by the Company under this section or any other provisions of this Act whereby any apparatus of the Board will or may be interfered with or affected and the reasonable expenses thereof shall be borne by the Company and be paid by them upon demand to the Board :
- (13) The expenses of all repairs or renewals of any apparatus of the Board or any works in connexion therewith which may at any time within twelve months from the completion of the works of the Company be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of the subsidence resulting from the works of the Company whether during the construction of such

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works or at any time within twelve months thereafter shall be borne by the Company and paid by them on demand to the Board:

- (14) The provisions of this section with respect to the alteration or removal of or interference with any apparatus of the Board shall have effect notwithstanding any other provision of this Act which may be inconsistent therewith but subject as aforesaid the provisions of this section shall be in addition to and not in substitution for or in derogation of any other provision of this Act to the benefit of which the Board would otherwise have been entitled:
- (15) If any difference shall arise between the Board and the Company with respect to any questions which are under the provisions of this section to be determined by arbitration the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration:
- (16) Nothing in this Act contained shall prejudice or take away any estates rights or interests of the Company or the Board under the provisions of the agreements between the Company and the Grand Junction Waterworks Company dated respectively the seventeenth day of August one thousand eight hundred and eighty and the nineteenth day of May one thousand eight hundred and ninety-three.

For protection of London United Tramways Limited.

**29.** For the protection of the London United Tramways Limited (in this section called "the tramway company") the following provisions shall unless otherwise agreed in writing have effect (that is to say):—

- (1) One month before commencing any of the works by this Act authorised affecting any tramways (including the substructure thereof and the posts cables wires and other apparatus connected therewith) belonging to or worked by the tramway company (in this section referred to as "the said works") the Company shall



deliver to the tramway company plans sections particulars and specifications (in this section referred to as "the said plans") showing the manner in which the said works are proposed to be carried out and the materials to be used and shall not commence the said works until the tramway company shall have signified their approval of the said plans Provided that in case the tramway company shall not have notified to the Company their disapproval of the said plans within twenty-one days from the receipt thereof they shall be deemed to have approved the same and the Company may proceed to execute the said works in accordance with the said plans: A.D. 1913.

- (2) The Company shall carry out the said works and shall thereafter maintain the same in such manner as not to damage or interfere with the tramways of the tramway company (including the substructure thereof and the posts cables wires and other apparatus connected therewith) and so as not (except for so long as may be absolutely necessary for the purpose of carrying out the said works) to cause any interruption of or impediment to the traffic on the tramways and in all respects in accordance with the said plans so approved as aforesaid or settled in the case of difference by arbitration:
- (3) If the Company shall widen alter or otherwise interfere with any road or bridge (including any alteration of levels) along or over which the tramways of the tramway company are laid at the date of the passing of this Act the Company shall pay to the tramway company the cost of making such alterations to the tramways or property of the tramway company or carrying out such other works in connexion therewith as may be necessary in consequence of the operations of the Company:
- (4) The tramway company shall be entitled to place free of charge such erections on or attachments to any works executed by the Company as the tramway company shall reasonably require and as may be reasonably approved by the engineer of the Company and the Company shall take such precautions as the

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tramway company may reasonably deem necessary for preventing any interference with the tramway company's electrical equipment :

- (5) The Company shall pay to the tramway company all reasonable expenses to which they may be put by or in connexion with the construction or maintenance of the said works and in payment of necessary watchmen and inspectors on the tramways of the tramway company during the construction of the said works and any reasonable additional expense which may be caused to the tramway company by or in consequence of the construction maintenance or user of the said works :
- (6) The Company shall indemnify the tramway company against all claims arising in respect of and compensate them for any injury to the property or works of the tramway company or to any person or persons using their tramways in consequence of or during the construction of the said works or the subsequent user thereof but the appointment by the tramway company of any inspector or the superintendence of any works by the tramway company shall not relieve the Company from any liability in connexion with the construction of any works carried out by the Company :
- (7) If any difference shall arise under this section the same shall be referred to and determined by an arbitrator to be appointed (unless otherwise agreed) by the President of the Institution of Civil Engineers on the application of either party after notice to the other and subject thereto the provisions of the Arbitration Act 1889 shall apply to the reference.

For protection of Commissioner of Police of Metropolis.

**30.** Seven days before entering upon breaking up or otherwise interfering with any street or road in connexion with the construction of any works under the powers of this Act within the area of the Metropolitan Police District the Company shall give notice in writing to the Commissioner of Police of the Metropolis and make such arrangements with the said Commissioner of Police as may be reasonably necessary so as to cause as little interference with the traffic in such street or road



during the construction of such works as may be reasonably practicable. A.D. 1913.

**31.** Sections 33 34 35 and 37 of the Windsor Staines and South Western Railway Act (No. 1) 1847 are hereby incorporated with and form part of this Act and shall so far as applicable apply to and in the case of the portions of the Old Deer Park Richmond which the Company are by this Act authorised to acquire. As to purchase of Crown lands.

**32.** Subject to the provisions of this Act and in addition to the other lands which they are by this Act authorised to acquire the Company may for all or any of the general purposes of their undertaking enter upon take hold and use the whole or any part or parts of the lands next herein-after mentioned shown on the deposited plans and described in the deposited book of reference and may hold and use for those purposes such of the said lands as have already been purchased or acquired by them. Provided that the said lands so already purchased or acquired by the Company shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section. The lands above referred to and by this section authorised to be entered upon and taken appropriated and used are as follows:—

Lands in the parish and urban district of Itchen in the county of Southampton being the whole of the properties numbered on the Ordnance map (scale  $\frac{1}{2500}$  1910 edition) 91 92 93 94 95 89 87 83 78 and 77 in such parish and parts of the properties numbered on the said map 96 69 88 82 81 79 6 11 9 and 4 in such parish together with a piece of land situate at the north-east corner of the said property numbered 92 and the whole of the properties numbered on the Ordnance map (scale  $\frac{1}{2500}$  1909 edition) 3 and 5 in such parish and the portion of lands and mudlands and foreshore of the Southampton Water in the said parish and urban district situate between low and high water mark extending from Weston Hard and an imaginary line drawn in extension thereof to the south-eastern boundary of the parish and urban district of Itchen.

A.D. 1913.

Owners may  
be required  
to sell parts  
only of cer-  
tain lands  
and build-  
ings.

**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 Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are herein-after included in the term “the owner” and the said properties are herein-after 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 jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (herein-after referred to as “the tribunal”) 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) A.D. 1913.  
can be so severed :

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

A.D. 1913.

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.

Period for compulsory purchase of lands.

**34.** The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Lands for extraordinary purposes.

**35.** The Company may by agreement from time to time purchase additional land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 connected with their general undertaking not exceeding in quantity twenty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land taken under the powers of this section.

Persons under disability may grant easements &c.

**36.** Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in or over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.



**37.** The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands houses and buildings 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 houses and buildings.

A.D. 1913.  
Power to  
Company to  
enter upon  
property for  
survey and  
valuation.

**38.** The tribunal to whom any question of disputed purchase money or compensation under this Part of this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof shall be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Costs of  
arbitration in  
certain cases.

**39.** In settling any question of disputed purchase money or compensation payable under this Part of this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement

Compensa-  
tion in case  
of recently  
altered build-  
ings acquired  
by Company.



A.D. 1913 — alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and twelve if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

As to private rights of way over lands taken compulsorily.

**40.** All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such acquisition be extinguished Provided that the Company shall make full compensation to all parties interested in respect of any such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Stopping up footpaths in case of diversion &c.

**41.** Where this Act authorises the diversion of a public footpath and the stopping up of a public footpath or any portion thereof such stopping up shall not take place until two justices shall have certified that the new footpath has been completed to their satisfaction and is open for public use As from the date of the said certificate all rights of way over or along the existing footpath or portion thereof 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 to the railway appropriate and use for the purposes of their undertaking the site of the portion of footpath 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.

As to repair and maintenance of diverted footpath.

**42.** The diverted footpath to be made under the authority of this Act shall unless otherwise agreed or otherwise specially provided for by this Act when made and completed be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portions of the same footpath now devolves.



43. The purchase by the Company of the lands houses and property herein-after mentioned is hereby sanctioned and confirmed (that is to say):—

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Confirming  
purchase of  
lands by  
Company.

- (A) House and premises known as No. 33 Marsh Farm Road in the parish and urban district of Twickenham in the county of Middlesex;
- (B) Houses and premises known as Nos. 63 and 65 Carlisle Street in the parish and metropolitan borough of Lambeth in the county of London;
- (C) Land in the parish and metropolitan borough of Southwark in the county of London fronting on the eastern side of Harrow Street and situated between No. 24 in that street and Disney Street;
- (D) Land in the parish of Romsey Extra in the rural district of Romsey in the county of Southampton being part of the property numbered on the Ordnance map (scale  $\frac{1}{2500}$  1909 edition) 501 in that parish bounded on the south-west and south-east by the Bishopstoke and Salisbury Railway of the Company and on the north-east by the Fish Lake River and extending in a north-easterly direction from the said railway about 1 chain 70 links;
- (E) Strip of land in the parish of Cosham in the rural district of Fareham in the county of Southampton abutting on the north side of the Company's Fareham and Portsmouth line and being a portion of the property numbered on the Ordnance map (scale  $\frac{1}{2500}$  1907 edition) 268 in that parish such strip of land being about 14 links wide;
- (F) Land and buildings in the parish and borough of Winchester in the county of Southampton bounded on the south-west by Upper Stockbridge Road on the north and east by the property of the Company at Winchester Station and on the south by St. Paul's Church and grounds;
- (G) House and premises known as 57 Queen Street in the parish and county borough of Exeter in the county of Devon;
- (H) Strip of land and buildings in the parish of Chumleigh in the rural district of South Molton in the county

A.D. 1913.

of Devon abutting on the eastern side of the Company's North Devon Railway and lying between that railway and the public road from Crediton to Barnstaple and situated between two points measured respectively along that railway 6 chains and 12 chains in a southerly direction from the south end of the goods shed at South Molton Road Station ;

and the expenditure of money by the Company in or in connexion with the purchase or acquisition of the said lands houses and property or any of them is hereby sanctioned and confirmed and the Company may hold and use the said lands houses and property for any of the purposes of their undertaking Provided that the said lands shall for the purposes of section 3 of the Housing of the Working Classes Act 1903 be deemed to have been acquired under the powers of this section.

Extension of time for completion of railways authorised by Act of 1906.

**44.** The period limited by the South Western Railway Act 1906 as amended by the South Western Railway Act 1911 for the completion of the Railway No. 2 and the Railway No. 4 authorised by section 6 subsections (B) and (c) of the South Western Railway Act 1906 is hereby further extended and the powers of the Company in that behalf may be exercised within but shall not be exercised after the expiration of three years from the twentieth day of July one thousand nine hundred and fourteen.

Revival of powers for compulsory purchase of lands under Act of 1909.

**45.** The powers conferred upon the Company by the South Western Railway Act 1909 for and with respect to the compulsory purchase of lands for the purposes of Railway No. 2 authorised by section 5 subsection (B) of that Act are hereby revived and extended in respect of the lands and properties numbered on the plans deposited for and referred to in the South Western Railway Act 1909 9 10 11 12 13 14 15 23 25 26 27 28 and 29 in the parish and urban district of Itchen and 1 in the parish of Hound in the rural district of South Stoneham all in the county of Southampton and such powers may accordingly be exercised in respect of such lands and properties at any time within but shall not be exercised after the expiration of three years from the passing of this Act.

Power to lease lands for purposes

**46.** The Company may lease any lands acquired or held by them for the purposes of or in connexion with their undertaking



to any company or person for the purpose of the erection and equipment of warehouses or other buildings for the purpose of any trade or business ancillary to or which may be convenient to be carried on with or in the vicinity of the Company's undertaking and may grant facilities to any such lessee in respect of the use of any portion of their undertaking and where any such lease has at the date of the passing of this Act been granted the granting of any such lease is hereby confirmed and any advance of money or guarantee by the Company to any person to whom such lease has been granted for the purpose of facilitating the erection and equipment of buildings for the purpose of any such trade or business is hereby sanctioned and confirmed.

A.D. 1913.

of ware-  
houses &c.

47.—(1) The Company may build and fit up houses shops chambers flats offices or any other buildings on any lands which have already been or may hereafter be acquired under the authority of any former Act or of this Act by or in trust for the Company or any part or parts thereof or on or over any station or railway of the Company or any station or railway which they may hereafter erect or acquire and may demise let or otherwise dispose of the freehold or any other interest of or in any buildings or any part or parts of buildings erected or to be erected on any such lands or over any such station or railway of the Company or on the site thereof and may also demise let or otherwise dispose of the right to build on any of the said lands or on or over any such station or railway or upon the sites thereof respectively Provided that in the exercise by the Company of any of the powers of this subsection the Company shall be subject to the provisions of sections 155 and 157 of the Public Health Act 1875 and of the Public Health (Buildings in Streets) Act 1888.

Powers as to  
building on  
or over lands  
stations or  
railways of  
Company.

(2) Every demise letting disposition or other dealing authorised by this section shall be for such consideration and on such terms and conditions and generally in such manner as the Company shall think fit and in particular any lease or letting may be for any term or number of years whether in possession or reversion and in the case of a building lease at a peppercorn rent for any term of years not exceeding five and the Company may enter into execute and do any contract deed act or thing proper for effectuating any such demise letting disposition or other dealing as aforesaid.

A.D. 1913.  
For protec-  
tion of Lon-  
don County  
Council.

48. The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (in this section called "the council") (that is to say):—

(1) The provisions of the London Building Acts 1894 to 1909 and any Act amending the same and any bye-laws and regulations in force thereunder shall apply to the execution of any works (subject to any special exemptions in favour of railway companies therein contained) on any lands in the administrative county of London (in this section called "the county") acquired used or leased or the purchase of which is confirmed under the powers of this Act to any new buildings or additions to or alterations of existing buildings erected or made on any such lands and to any buildings erected under the powers contained in the section of this Act the marginal note whereof is "Powers as to building on or over lands stations or railways of Company":

(2) Except as in this Act expressly provided the Company shall not under the provisions of this Act encroach upon any part of the surface of any street or footway in the county or without the consent of the council erect or maintain any building or structure beyond the general line of building in any street part of a street place or row of houses in the county.

For protec-  
tion of  
Windsor  
Castle &c.

49.—(1) No building exceeding as regards any part thereof the height of fifty feet shall be erected within one and a half miles of any part of Windsor Castle or within half a mile of any part of Hampton Court Palace on any lands which have already been or may hereafter be acquired under the authority of any former Act or of this Act by or in trust for the Company or on or over any station or railway of the Company or any station or railway which they may hereafter erect or acquire and no factory or tower or chimney-shaft or other such building exceeding fifty feet in height shall be erected within half a mile of any part of any other royal palace or of any royal park or garden on any such lands or on or over any such station or railway unless—

(A) The consent of the Commissioners of Works is first obtained; and



(B) Such building is erected in accordance with plans showing the elevations thereof submitted before the erection thereof to the said Commissioners for approval as approved by them or by a referee as provided by the next subsection. A.D. 1913.

(2) If the said Commissioners shall have given their consent to the erection of any such building as aforesaid but shall not approve the plans thereof submitted to them as aforesaid within one month after such submission such plans shall be referred for approval to the President of the Royal Institute of British Architects or an architect to be nominated by him. The referee on any such reference shall hear the objections of the said Commissioners to the submitted plans and the costs of the said Commissioners of the reference and incidental thereto and the charges of the referee shall be paid by the Company.

(3) No buildings erected within the distances aforesaid of any royal palace park or garden on any such lands or on or over any such station or railway as aforesaid (whether the same or any part thereof shall or shall not exceed the said height of fifty feet) shall be used for any manufacture or works which in the opinion of the said Commissioners shall be or be likely to become noisy or offensive or otherwise prejudicial to the amenities of such royal palace park or garden.

(4) Every sale demise letting disposition or other dealing of or with any building land station or railway affected by the provisions and restrictions contained in this section shall unless the said Commissioners otherwise agree be made subject to such provisions and restrictions and the deed or other instrument effectuating such sale demise letting disposition or other dealing shall contain such covenants provisions and conditions as may be necessary to secure the performance and observance of the provisions and restrictions to which the same shall so be made subject.

**50.** The Company shall not except with the approval of the Commissioners of Works erect any electric generating station or take a supply of energy for traction purposes from any generating station situate within a distance of one and a half miles from any part of Windsor Castle or half a mile from any other royal palace or any royal park or garden unless the site for such generating station is specified in an Act of Parliament or in an Order confirmed by or having the effect of an Act of Parliament

For protec-  
tion of Com-  
missioners of  
Works.

A.D. 1913. Provided always that this section shall not apply to any sub-station for the transformation and distribution of electrical energy or to any station which may be in existence and which shall not be extended beyond the limits of the site occupied by the buildings of such station at the time of the passing of this Act.

Confirming agreement with Office of Works.

51. The agreement dated the thirtieth day of June one thousand nine hundred and thirteen and made between the Commissioners of Works of the one part and the Company of the other part as set out in the Fourth Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

### PART III.

#### AS TO NORTH CORNWALL RAILWAY COMPANY.

Incorporation of Acts.

52. The following provisions of the Companies Clauses Consolidation Act 1845 shall be incorporated with and form part of this Part of this Act:—

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders;

The application of capital;

The general meetings of the Company and the exercise of the right of voting by the shareholders;

The giving of notices; and

The provision to be made for affording access to the special Act by all parties interested.

Interpretation of terms.

53. In this Part of this Act the several words and expressions to which meanings are assigned by the Act, partially incorporated herewith shall have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the North Cornwall Company" means the North Cornwall Railway Company;

The expression "the Act of 1882" means the North Cornwall Railway Act 1882;



The expression "the Act of 1884" means the North Cornwall Railway Act 1884; A.D. 1913.

The expression "the Act of 1891" means the North Cornwall Railway Act 1891;

The expression "the Act of 1893" means the North Cornwall Railway Act 1893;

The expression "the Act of 1894" means the North Cornwall Railway Act 1894;

The expression "the Act of 1896" means the North Cornwall Railway Act 1896;

The expression "the North Cornwall Acts" means the above-mentioned Acts relating to the North Cornwall Company;

The expression "the Launceston and Halwill line" means the Launceston and Halwill line constituted a separate undertaking by section 3 of the Act of 1884 and any reference in this Part of this Act to the capital or stock of such line shall mean the separate capital of the North Cornwall Company authorised for such line;

The expression "the Launceston and Delabole line" means the Launceston and Delabole line constituted a separate undertaking by section 4 of the Act of 1891 and any reference in this Part of this Act to the capital or stock of such line shall mean the separate capital of the North Cornwall Company authorised for such line;

The expression "the Wadebridge line" means the Wadebridge line constituted a separate undertaking by section 3 of the Act of 1893 and any reference in this Part of this Act to the capital or stock of such line shall mean the separate capital of the North Cornwall Company authorised for such line;

The expression "the Padstow line" means the Padstow line constituted a separate undertaking by section 11 of the Act of 1896 and any reference in this Part of this Act to the capital or stock of such line shall mean the separate capital of the North Cornwall Company authorised for such line.

54. The lease dated the twenty-sixth day of July one thousand eight hundred and ninety-four of the Launceston and Delabole line scheduled to the Act of 1894 and the lease dated Cancellation  
of existing  
leases &c.  
and repeal

A.D. 1913.  
 —  
 of provisions  
 of North  
 Cornwall  
 Acts in  
 reference to  
 separate  
 undertak-  
 ings.

the twentieth day of March one thousand nine hundred and two and made between the North Cornwall Company of the one part and the Company of the other part of the Padstow line are hereby cancelled and shall be deemed to have been cancelled as from the first day of January one thousand nine hundred and thirteen and as from such date all working agreements and arrangements made between the North Cornwall Company and the Company in reference to the working and management of the Launceston and Halwill line or the Wadebridge line or with reference to any other portion of the North Cornwall Railway are hereby cancelled and as from the date of the passing of this Act the provisions of the North Cornwall Acts specified in the Second Schedule to this Act are hereby repealed.

Confirming  
 lease of  
 undertaking  
 of North  
 Cornwall  
 Company to  
 Company.

**55.** The lease made between the North Cornwall Company and the Company as set forth in the Third Schedule to this Act (herein-after called "the North Cornwall lease") is hereby confirmed and made binding on the North Cornwall Company and the Company and in accordance with the terms and conditions therein set forth shall have effect and be deemed to have had effect as from the first day of January one thousand nine hundred and thirteen.

As to stamp-  
 ing of lease.

**56.** The Company shall within three months after the passing of this Act produce to the Commissioners of Inland Revenue the North Cornwall lease duly stamped with the stamp duty chargeable thereon and in default of such production the duty with interest thereon at the rate of five per centum per annum shall become a debt from the Company to His Majesty.

Company  
 entitled to  
 management  
 &c. of North  
 Cornwall  
 Railway  
 leased during  
 term of lease.

**57.** In accordance with the terms and conditions contained in the North Cornwall lease the Company and their directors officers and servants respectively shall be entitled during the term of the North Cornwall lease to the management maintenance working user and enjoyment of the railway sidings stations works conveniences lands and property leased or agreed to be leased as aforesaid.

Powers of  
 leasing Com-  
 pany to be  
 performed by  
 Company  
 during term  
 of lease.

**58.** The rights powers and privileges of the North Cornwall Company and their directors officers and servants respectively which by virtue of any of the North Cornwall Acts from time to time in force might be exercised and enjoyed by them with respect to the railway and premises leased or agreed to be



leased and which in accordance with the terms and conditions agreed on are to be exercised and enjoyed by the Company shall and may in accordance with those terms and conditions be exercised and enjoyed by the Company and their directors officers and servants respectively with respect to the railway and premises leased or agreed to be leased under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with those Acts and this Act respectively as if they were the North Cornwall Company and their directors officers and servants respectively.

A.D. 1913.

**59.** During the term of the North Cornwall lease the Company in accordance with the terms and conditions agreed on and subject to the provisions of this Part of this Act shall be subject to and perform conform and be liable to all duties obligations and liabilities whatsoever under the North Cornwall Acts from time to time in force with respect to the railway and premises leased or agreed to be leased to which the North Cornwall Company would if this Act were not passed be subject or liable in respect of the same.

Duties of  
North Corn-  
wall Com-  
pany to be  
performed  
by Company  
during term  
of lease.

**60.** Nothing in this Act or in the North Cornwall lease shall affect the rights of His Majesty's Postmaster-General under the Telegraph Act 1878 to place and maintain telegraphic lines in under upon along over or across the railways and works comprised in the undertaking of the North Cornwall Company and from time to time to alter such telegraphic lines and to enter upon the land and works comprised in such undertaking for the purposes in the Telegraph Act 1878 specified and the Postmaster-General shall after the passing of this Act be at liberty to exercise all the rights aforesaid notwithstanding that the undertaking of the North Cornwall Company is owned leased or worked by the Company as freely and fully in all respects as he was entitled to do before the passing of this Act.

Saving for  
Postmaster-  
General.

**61.—(1)** As from the date of the passing of this Act the existing capital stock created and issued by the North Cornwall Company amounting to five hundred and seventy-four thousand five hundred pounds and the existing debenture stock of the North Cornwall Company amounting to one hundred and sixty-two thousand pounds shall by force of this Act alone be consolidated and converted into one stock of the nominal amount of eight hundred and twenty-five thousand pounds to be known

Conversion  
of stocks and  
debenture  
stocks &c.

A.D. 1913. and herein-after referred to as "the North Cornwall Railway leased line stock" and such stock shall to the extent and in manner herein-after mentioned be issued to and accepted by the holders in exchange for the existing stocks of the North Cornwall Company as follows (that is to say):—

To the holders of the Launceston and Halwill line four per centum debenture stock sixty-six thousand six hundred and sixty-six pounds thirteen shillings and fourpence North Cornwall Railway leased line stock :

To the holders of the Launceston and Halwill line four per centum preferred stock one hundred thousand pounds North Cornwall Railway leased line stock :

To the holders of the Launceston and Halwill line deferred stock ninety thousand pounds North Cornwall Railway leased line stock :

To the holders of the Launceston and Delabole line three and a half per centum debenture stock seventy-two thousand three hundred and thirty-three pounds six shillings and eightpence North Cornwall Railway leased line stock :

To the holders of the Launceston and Delabole line three and a half per centum stock two hundred and eighteen thousand one hundred and sixty-six pounds thirteen shillings and fourpence North Cornwall Railway leased line stock :

To the holders of the Wadebridge line three and a half per centum debenture stock fifty-eight thousand three hundred and thirty-three pounds six shillings and eightpence North Cornwall Railway leased line stock :

To the holders of the Wadebridge line three per centum guaranteed stock one hundred and eight thousand pounds North Cornwall Railway leased line stock :

To the holders of the Padstow line three per centum stock eighty-seven thousand five hundred pounds North Cornwall Railway leased line stock.

The remaining North Cornwall Railway leased line stock amounting to twenty-four thousand pounds shall be held in trust by the North Cornwall Company for the holders of the Launceston and Halwill line deferred stock and the holders of



the Wadebridge line ordinary stock and there shall be issued by the North Cornwall Company to the holders of those stocks scrip certificates entitling the proprietors thereof to have issued to them on the first day of January one thousand nine hundred and twenty-three the amount of North Cornwall Railway leased line stock named in such certificates. The twenty-four thousand pounds North Cornwall Railway leased line stock shall be divided among the holders of the Launceston and Halwill line deferred stock and the holders of the Wadebridge line ordinary stock in the following proportions:—

A.D. 1913.

To the holders of the Launceston and Halwill line deferred stock ten thousand pounds of the North Cornwall Railway leased line stock; and

To the holders of the Wadebridge line ordinary stock fourteen thousand pounds of the North Cornwall Railway leased line stock;

and as from the date of the passing of this Act the existing debenture stock of the North Cornwall Company is hereby cancelled.

(2) Every holder of each class of stock so converted as aforesaid shall be entitled to the same proportion of the total amount of North Cornwall Railway leased line stock into which his respective class of stock has been converted as his holding bears to the total amount of that class of stock so converted as aforesaid and shall be credited in the books of the North Cornwall Company with the amounts of such new stock accordingly.

(3) In every case in which any person would under this section be entitled to any fractional part of a pound of the North Cornwall Railway leased line stock the North Cornwall Company may pay to such person in lieu of such fractional part of a pound of stock to be converted and exchanged on the date of the passing of this Act such a sum in cash as will represent the nominal value of such fractional part or the person entitled to such fraction may if he so desires pay in cash the balance required to make up a complete pound of such stock and any person who but for this present proviso would be entitled to a certificate entitling him on the first day of January one thousand nine hundred and twenty-three to North Cornwall Railway leased line stock of the nominal value of a fraction of a pound shall in lieu of a certificate for such fraction be entitled to and

A.D. 1913. shall accept in cash a sum equal to one half of the nominal value of such fraction.

(4) The North Cornwall Company shall not be required to issue any certificate for the North Cornwall Railway leased line stock or any certificate enabling the holder thereof to have issued to him on the first day of January one thousand nine hundred and twenty-three North Cornwall Railway leased line stock in substitution for the converted stock unless and until the certificate of the converted stock is given up to be cancelled or is proved to the satisfaction of the North Cornwall Company to have been lost or destroyed.

Dividend on stock.

**62.**—(1) The North Cornwall Company shall out of the rent payable under the North Cornwall lease or other profits of the North Cornwall Company pay interest or dividend on the North Cornwall Railway leased line stock at the rate of three pounds per centum per annum. Such interest or dividend shall be calculated as from the first day of January one thousand nine hundred and thirteen and shall be payable by two equal instalments in the months of March and September in each year.

(2) The twenty-four thousand pounds North Cornwall Railway leased line stock held in trust for the holders of the Launceston and Halwill line deferred stock and the holders of the Wadebridge line ordinary stock shall not rank for dividend before the first day of January one thousand nine hundred and twenty-three but the directors of the North Cornwall Company may at any time divide amongst the holders of the scrip certificates entitling the proprietors thereof to receive North Cornwall Railway leased line stock all or part of the profits of the North Cornwall Company not required to pay the interest or dividend on the North Cornwall Railway leased line stock for the time being issued.

(3) The holders of any of the stocks of the North Cornwall Company converted as aforesaid shall not be entitled in respect of such stocks to receive interest or dividend in respect of any period after the half year ending the thirty-first day of December one thousand nine hundred and twelve.

Substituted stock to be held on same trusts &c. as existing stock.

**63.** The stock by this Part of this Act substituted for any existing stock or debenture stock shall be held in the same rights on the same trusts and subject to the same powers provisions charges and liabilities as those on or to which such



existing stock or debenture stock was held immediately before the substitution and so as to give effect to and not to revoke any deed will or other instrument or testamentary or other disposition disposing of or affecting such existing stock and every such deed will or other instrument or testamentary or other disposition shall take effect with reference to the whole or a proportionate part as the case may be of the substituted stock.

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**64.** Trustees executors and administrators being holders of any stock or debenture stock of the North Cornwall Company in exchange for which any North Cornwall Railway leased line stock is to be substituted under this Part of this Act may and shall accept the said leased line stock to be substituted under the provisions of this Part of this Act in substitution for and in full satisfaction of such stock or debenture stock and may and shall hold dispose of or otherwise deal with the same in all respects as they might have held disposed of or otherwise dealt with the stock or debenture stock for which such North Cornwall Railway leased line stock was substituted and the Company may hold and dispose of or otherwise deal with any North Cornwall Railway leased line stock of the North Cornwall Company so substituted as aforesaid for any stock or debenture stock held by them.

Trustee  
stockholders  
of North  
Cornwall  
Company to  
accept sub-  
stituted  
stock.

**65.** The holders of the North Cornwall Railway leased line stock shall be entitled to vote in respect thereof at meetings of the North Cornwall Company according to the following scale but not otherwise (that is to say):—

As to voting.

One vote for every ten pounds of such stock up to one hundred pounds;

An additional vote for every fifty pounds of such stock beyond the first one hundred pounds up to one thousand pounds; and

An additional vote for every one hundred pounds of such stock beyond the first one thousand pounds;

but no holder of any stock in respect of which calls are due to the North Cornwall Company shall be entitled to vote at any meeting until such calls have been paid. The holders of scrip certificates entitling the proprietors thereof to receive North Cornwall Railway leased line stock on the first day of January one thousand nine hundred and twenty-three shall not be entitled

A.D. 1913. — to vote in respect of such holdings But no person shall be entitled to vote for any less amount than ten pounds of nominal amount of any such stock.

No proprietor of any stock of the North Cornwall Company shall be entitled to vote at any meeting of the North Cornwall Company in respect of any stock which shall not have been registered in his name in the books of the North Cornwall Company for a period of one month at least prior to the meeting.

As to un-  
exercised  
powers of  
North Corn-  
wall Com-  
pany as to  
capital.

**66.** Of the eighty-five thousand five hundred pounds portion of the total capital of six hundred and sixty thousand pounds authorised by the Act of 1882 which the North Cornwall Company are entitled to raise the North Cornwall Company shall be entitled to raise a sum not exceeding twenty-five thousand pounds by the issue of further North Cornwall Railway leased line stock to rank *pari passu* with and to confer the same rights and privileges as the North Cornwall Railway leased line stock created by virtue of this Act and save as aforesaid all capital powers of the North Cornwall Company and all borrowing powers of the Company under the North Cornwall Acts are hereby repealed.

As to  
meetings.

**67.** Notwithstanding anything in the North Cornwall Acts or any Acts incorporated therewith from and after the passing of this Act the ordinary meetings of the North Cornwall Company shall be held once only in every year namely in the month of March.

Closing of  
transfer  
books of  
North Corn-  
wall Com-  
pany.

**68.** The directors of the North Cornwall Company may close their register and books of transfer fourteen days before the date on which any dividend is made payable and the provisions of section 17 of the Companies Clauses Consolidation Act 1845 shall apply to any such closing of the said register and books of transfer as if such date of payment of dividend had been the date of an ordinary meeting.

Amendment  
of sections 23  
and 24 of  
Act of 1882.

**69.** Section 23 of the Act of 1882 shall be read and have effect as if the word "three" were inserted therein instead of the word "five" and section 24 of the Act of 1882 shall be read and have effect as if in lieu of the words "fifty shares" the words "two hundred and fifty pounds North Cornwall Railway leased line stock" had been inserted therein.



**70.** Section 25 of the Act of 1882 is hereby repealed and from and after the passing of this Act the quorum of a meeting of directors of the North Cornwall Company shall be three until the number of directors is reduced to five or less and then the quorum shall be two.

A.D. 1913.  
Quorum of directors of North Cornwall Company.

**71.** Nothing in this Part of this Act contained shall release or discharge any person from any liability or obligation of the provisions of any lease working or other agreement or contract incurred before the first day of January one thousand nine hundred and thirteen but such liability or obligation shall continue and save as in this Act otherwise provided may be enforced by or on behalf of the Company or the North Cornwall Company as nearly as may be in like manner as the same might have been enforced if this Act had not been passed.

Saving liabilities under leases &c.

#### PART IV.

##### FINANCE AND MISCELLANEOUS.

**72.** The Company may apply for any of the purposes of this Act to which capital is properly applicable any moneys which by any previous Act or Acts they are authorised to raise by shares stock debenture stock or borrowing and which are not by the Act or Acts under which they are authorised to be raised made applicable to any special purposes or which being so made applicable are not required for such special purposes.

Power to apply funds.

**73.** The Company from time to time may for all or any purposes of this Act and for the general purposes of the Company (being purposes to which capital is properly applicable) raise by new shares or new stock (whether ordinary or preferential or both) any amount or amounts of capital not exceeding one million five hundred thousand pounds.

Power to raise further capital.

**74.** The Company shall not issue any share created under the authority of this Act of less nominal value than ten pounds nor shall any such share vest in the person accepting the same unless and until a sum not being less than one fifth of the amount of such share is paid in respect thereof.

Shares not to be issued until one-fifth paid up.

**75.** One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fifths of the amount of a share

Calls.

A.D. 1913. shall be the utmost aggregate amount of the calls made in any year upon any share.

Receipts in case of persons not sui juris.

**76.** If any money be payable to a shareholder or mortgagee or debenture stockholder being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Provisions of Company's Act of 1862 to extend to Company's shares and stock under this Act.

**77.** The provisions of sections 47 to 70 of the South Western Railway (Additional Powers) Act 1862 with respect to preferential shares and stock and the cancellation of shares and stock and the issue of new shares or stock instead of cancelled shares or stock and with respect to voting for shares or stock and otherwise respecting shares and stock shall extend to this Act with respect to the Company and the shares and stock which by this Act they are authorised to create and issue.

Further borrowing powers to Company.

**78.** The Company may in respect of the additional capital of one million five hundred thousand pounds which they are by this Act authorised to raise for the purposes of this Act and for the general purposes of the Company borrow on mortgage of their undertaking any sum or sums not exceeding in the whole five hundred thousand pounds and of the last-mentioned sum they may borrow thirty-three thousand three hundred and thirty-three pounds in respect of every one hundred thousand pounds of the said capital of one million five hundred thousand pounds and in respect of the last sum of one hundred thousand pounds to be raised of such additional capital they may borrow thirty-three thousand three hundred and thirty-eight pounds but no part of any such sum of money shall be borrowed until shares for so much of the portion of additional capital in respect of which the borrowing power is exercised as is to be raised by means of shares are issued and accepted and one half of such portion of capital is paid up and the Company have proved to the justice who is to certify under the fortieth section of the Companies Clauses Consolidation Act 1845 before he so certifies that shares for the whole of such portion of capital have been issued and accepted and that one half of such portion of capital has been paid up and that not less than one-fifth part of the amount of each separate share in such portion of capital has been paid on account thereof before or at the time of the issue or acceptance thereof and until stock for one half of so much of such portion of capital as is to be raised by means of stock is fully paid up and the Company have proved to such justice as



aforesaid before he so certifies that such shares or stock as the case may be were issued and accepted and to the extent aforesaid paid up bonâ fide and are held by the persons to whom the same were issued or their executors administrators successors or assigns and also so far as the said additional capital is raised by shares that such persons or their executors administrators successors or assigns are legally liable for the same and upon production to such justice of the books of the Company and of such other evidence as he shall think sufficient he shall grant a certificate that the proof aforesaid has been given which certificate shall be sufficient evidence thereof.

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**79.** All mortgages granted by the Company in pursuance of the powers of any Act of Parliament passed before the passing of this Act and subsisting at the time of the passing hereof shall during the continuance of such mortgages and subject to the provisions of the Acts under which such mortgages were respectively granted have priority over any mortgages granted by virtue of this Act Provided that this section does not apply to any mortgage from time to time granted by the Company in accordance with section 21 of the South Western Railway (General) Act 1865 or section 60 of the South Western Railway (General) Act 1867.

Existing mortgages to have priority.

**80.** Section 52 of the South Western Railway Act 1909 (For appointment of a receiver) is by this Act repealed but without prejudice to any appointment heretofore made or proceedings now pending under the provisions of that section or any of them.

Provisions as to appointment of receiver repealed.

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

For appointment of a receiver.

**82.** The Company may create and issue debenture stock subject to the provisions of Part III. of the Companies Clauses Act 1863 and section 53 of the South Western Railway Act 1890.

Debenture stock.

A.D. 1913.  
Application  
of moneys.

**83.** All moneys raised by the Company under this Act whether by shares stock debenture stock or borrowing shall except as by this Act otherwise provided be applied only for purposes to which capital is properly applicable.

Sections 18  
19 and 20 of  
Companies  
Clauses Con-  
solidation  
Act 1845  
applied to  
consolidated  
stocks and  
debenture  
stock.

**84.** Sections 18 19 and 20 of the Companies Clauses Consolidation Act 1845 shall be deemed and construed to include and apply to all or any stock of the Company formed or to be formed by consolidation of shares into stock and all or any debenture stock of the Company created or to be created by the Company and interest on any such stock as if such stocks and interest respectively had been expressly named in the said sections.

Company  
may raise  
portion of  
capital by  
redeemable  
preference  
shares or  
stock.

**85.**—(1) The directors of the Company may from time to time notwithstanding the provisions of any Act of Parliament relating to the Company and without any further authority than is given by this section raise any portion of the capital authorised to be raised by the Company whether under this Act or otherwise not exceeding one million five hundred thousand pounds by the issue of preference shares or stock subject to the conditions that the same shall be redeemed by the Company at such times and in such manner and on such terms and conditions as shall be expressed on the certificates of such shares or stock and it shall be lawful for the directors of the Company from time to time to issue new shares or new stock whether ordinary or preference and as regards any preference shares or stock whether redeemable or otherwise for a nominal amount not exceeding the nominal amount of any redeemable preference shares or stock which may have been redeemed or for the purposes of redemption of or in substitution for any such redeemable preference shares or stock.

(2) The directors of the Company may from time to time set apart out of income after providing for the payment of interest on any mortgages bonds or debenture stock or preference shares or stock of the Company such sums as they may consider necessary for the purpose of redeeming any redeemable preference shares or stock which they may desire to redeem otherwise than by the issue of new shares or stock under the powers of this section.

Power to  
issue stock  
or share  
warrants and

**86.** The Company may with respect to the whole or any portion of fully paid-up stock or share capital or debenture stock created or to be created by them and subject to such



regulations as may from time to time be made by the Company issue under their common seal warrants and certificates (hereinafter severally referred to as a "stock warrant to bearer" and a "debenture stock certificate to bearer") stating that the bearer of the warrant or certificate is entitled to the stock or shares or the debenture stock (as the case may be) therein specified and may provide by coupons whether attached to the warrant or certificate or not for the payment of dividends or interest as the case may be on the stock or shares or debenture stock specified in the warrant or certificate :

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—  
debenture  
stock certi-  
ficates to  
bearer.

Provided always that nothing in this Act contained shall empower the Company to issue to the holder of any stock shares or debenture stock issued prior to the passing of this Act a stock warrant to bearer or a debenture stock certificate to bearer (as the case may be) for such stock shares or debenture stock without first obtaining his consent in writing.

**87.** A stock warrant to bearer or debenture stock certificate to bearer shall entitle the bearer thereof to the stock or shares or debenture stock therein specified and such stock shares or debenture stock may be transferred by delivery of the warrant or certificate but not otherwise.

Effect of  
stock war-  
rant and de-  
benture stock  
certificate to  
bearer.

**88.** On the issue of a stock warrant to bearer or a debenture stock certificate to bearer in respect of any portion of stock or share capital or debenture stock the Company instead of making in the register of shareholders or shareholders' address book or in the register of stockholders or of debenture stockholders with reference to such portion of stock or share capital or debenture stock the entries provided for by sections 9 10 or 63 of the Companies Clauses Consolidation Act 1845 or by section 28 of the Companies Clauses Act 1863 shall strike out of such register of shareholders shareholders' address book or register of stockholders or of debenture stockholders (as the case may be) the name of the person (if any) then entered therein as holding such stock shares or debenture stock (as the case may be) and the other particulars with reference to such stock shares or debenture stock contained in such register or address book and shall enter in the register the following particulars :—

Entries in  
register on  
issue of stock  
warrant or  
debenture  
stock certifi-  
cate to  
bearer.

- (i) The fact of the issue of the stock warrant to bearer or debenture stock certificate to bearer :

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- (ii) A statement of the amount of the portion of stock or share capital or debenture stock (as the case may be) specified in the warrant or certificate :
- (iii) The date of the issue of the warrant or certificate.

The provisions of the Companies Clauses Consolidation Act 1845 as to the register of holders of shares and as to certificates of shares and transfer and transmission of shares and of the Companies Clauses Act 1863 as to certificates and registration of debenture stock shall not apply in the case of a stock warrant to bearer or a debenture stock certificate to bearer respectively.

Registration of holders of stock shares or debenture stock on surrender of warrant or certificate.

**89.** The bearer of a stock warrant to bearer or a debenture stock certificate to bearer shall on—

- (A) Surrendering for cancellation the warrant or certificate with all coupons issued in respect thereof and for the time being outstanding ;
- (B) Complying with such regulations as may from time to time be made by the Company for the purpose of enabling the Company to ascertain the name address and description of the bearer and for obtaining a specimen of his signature ;
- (C) Paying to the Company all stamp or other Government duties (if any) which may be payable by the Company in consequence of the surrender ; and
- (D) Paying to the Company such fee as the Company may prescribe not exceeding five shillings ;

be entitled to have his name entered in the register of stockholders or shareholders or in the register of debenture stockholders (as the case may be) and the Company shall be responsible for any loss incurred by any person by reason of the Company entering in the register the name of any bearer of a stock warrant to bearer or a debenture stock certificate to bearer in respect of the portion of stock or share capital or debenture stock therein specified without the warrant or certificate with coupons as aforesaid being surrendered and cancelled.

As to rights of holders of stock warrants to bearer.

**90.** The bearer of a stock warrant to bearer shall subject to the provisions of this Act be deemed to be a stockholder or shareholder of the Company for all purposes Provided that the stock or shares specified in a stock warrant to bearer shall not be taken into account in determining the qualification of the bearer of such warrant to be a director of the Company.



91.—(1) Any bearer of a stock warrant to bearer desiring—

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(A) To attend or vote (whether personally or by proxy) or exercise any of the rights of a stockholder or shareholder at any meeting of the Company; or

Voting  
certificates.

(B) To make or be a party to making a requisition for an extraordinary meeting of the Company;

in respect of the stock or shares specified in such warrant shall three days at least before the date appointed for the meeting in the first case and before the requisition is lodged at the office of the Company in the second case deposit such stock warrant at the office of the Company together with a statement in writing of his name and address.

(2) Upon such deposit as aforesaid being made the Company shall issue to the person making the same a certificate (hereinafter referred to as a "voting certificate") stating the name and address of the bearer of the stock warrant to bearer so deposited or (at his option) of some person (being a stockholder or shareholder of the Company) to be nominated by him as his proxy and the amount of stock or the number of shares specified in such warrant.

(3) A voting certificate shall entitle the person named therein—

(A) To attend and vote and exercise any of the rights of a stockholder or shareholder at any meeting of the Company held while such voting certificate shall be outstanding; and

(B) To make or be a party to making a requisition for an extraordinary meeting of the Company or to call or be a party to calling an extraordinary meeting of the Company;

in like manner in all respects as if such person were the registered holder of the stock or shares specified in the voting certificate but no such rights as aforesaid shall be exercised in respect of the stock or shares specified in a stock warrant to bearer otherwise than in accordance with the provisions of this section or except—

(i) While the voting certificate issued upon the deposit of such stock warrant shall be outstanding; and

(ii) Upon production of such voting certificate whenever so required by a director or officer of the Company.

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(4) Upon the surrender to the Company at any time of a voting certificate the Company shall deliver up to the person surrendering such certificate the stock warrant to bearer in respect of which such voting certificate was issued and shall forthwith effectually cancel such voting certificate but until such surrender any stock warrant to bearer deposited with the Company pursuant to the provisions of this section shall remain so deposited and during such period of deposit the Company shall be responsible for the loss of or any damage to such stock warrant to bearer.

(5) Except as expressly provided by this section a voting certificate shall not confer any rights upon the person named therein or other the holder thereof or be deemed to constitute any evidence as to the ownership of the stock or shares specified therein.

(6) The Company shall not be responsible for ascertaining that the holder of a stock warrant to bearer or of a voting certificate is lawfully entitled to the stock or shares specified in such warrant or to such voting certificate or be liable to make good any loss incurred by any person by reason or in consequence of any such voting certificate being issued to the holder of any such warrant or of any such warrant being delivered up to the holder of any such voting certificate.

Stock warrants to be produced.

**92.** No person shall as bearer of any stock warrant to bearer be entitled to exercise any of the rights of a stockholder or shareholder of the Company (save as herein-before expressly provided in respect of meetings) without producing the warrant and stating his name and address.

As to notices to bearers of stock warrants.

**93.** Any notice or intimation required to be given to stockholders or shareholders of the Company under the provisions of the Companies Clauses Consolidation Act 1845 or any Act amending the same or any other Act relating to the Company may in the case of the bearers of stock warrants to bearer be given by advertising the notice once in two newspapers published in London such advertisements to be inserted within the period (if any) prescribed for the giving of such notice.

Provision in case of applications to Parliament affecting rights of

**94.** If and so often as any application shall be made to Parliament for an Act affecting the rights of the holders of any class of debenture stock which shall for the time being have been issued by the Company and be outstanding and in respect whereof or any part whereof debenture stock certificates to



bearer shall be then outstanding the following provisions shall have effect (that is to say):—

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holders of  
debenture  
stock.

(1) In this section the following expressions shall have the following meanings unless repugnant to the context:—

“The debenture stock” means the debenture stock of such class as last aforesaid for the time being issued and outstanding;

“Bearer certificates” means the debenture stock certificates to bearer for the time being issued in respect of the debenture stock or any part thereof and outstanding;

“The bearers” means the bearers for the time being of the bearer certificates and “bearer” means one of the bearers;

“Registered holders” means the registered holders for the time being of any debenture stock;

“Meeting” means a meeting of registered holders and bearers under this section;

“Debenture voting certificate” means a voting certificate issued in pursuance of this section:

(2) Any meeting convened for the purpose of approving any such application to Parliament as aforesaid or any Bill for such Act as aforesaid shall so far as the bearers are concerned be duly convened by advertising the notice convening the same once in two newspapers published in London and once in the same two newspapers in the next week following the publication of the first advertisement. Provided the same shall be convened for a date not less than fourteen days or more than thirty days after the last insertion of the advertisement thereof in such two newspapers. It shall also be lawful for but not obligatory on the Company to advertise such notice as last aforesaid in any other newspaper or newspapers either in the United Kingdom or abroad. Every such advertisement as aforesaid shall state that the bearers may not less than forty-eight hours before the time for holding the meeting or any adjournment thereof deposit at the head office of the Company their bearer certificates and obtain debenture voting certificates in respect thereof:

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(3) At a meeting or any adjournment thereof the bearer of a bearer certificate shall be treated as a legal holder thereof whether such bearer shall or shall not be the owner thereof and for all the purposes of the meeting or any adjournment thereof the bearer of a debenture voting certificate issued under this section in respect of a bearer certificate shall be deemed to be the bearer of such bearer certificate:

(4) Prior to convening a meeting the Company shall make such arrangements as will entitle any bearer who shall not less than forty-eight hours before the time for holding such meeting or any adjournment thereof deposit a bearer certificate at the head office of the Company to receive from the Company—

(A) A receipt for the bearer certificate so deposited such receipt to be in such form as (subject to the provisions of the next succeeding subsection) will entitle the bearer thereof to have the bearer certificate in respect of which the same was given delivered to him in exchange therefor by the Company whether such bearer be or be not in fact the true owner of such bearer certificate; and

(B) A debenture voting certificate;

which receipt and debenture voting certificate shall be signed by the secretary or manager of the Company and shall specify the denoting number of the bearer certificate so deposited and the amount of the debenture stock comprised therein. A debenture voting certificate shall not except as provided by subsection (3) of this section confer any title on the holder thereof to the bearer certificate or to the debenture stock referred to therein:

(5) A bearer certificate deposited as last aforesaid shall be deposited subject to (amongst others) the condition that the same shall be retained by the Company until the meeting has been held or abandoned or until the receipt given by the Company therefor and the debenture voting certificate issued by the Company in respect thereof shall be delivered to the Company whichever shall be the earlier.



**95.** If a stock warrant to bearer or debenture stock certificate to bearer or coupon or voting certificate is lost or destroyed then upon—

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Loss or destruction of  
warrant  
certificate  
coupon or  
voting certificate.

(A) Proof to the satisfaction of the directors of the ownership of such lost or destroyed warrant or debenture stock certificate or coupon or voting certificate and of the loss or destruction thereof;

(B) The giving of such indemnity to the Company and the directors as the directors deem adequate;

(C) Payment of all stamp and other Government duties (if any) payable in respect of the new warrant or certificate or coupon; and

(D) Payment to the Company of a fee of five shillings;

a new stock warrant to bearer or debenture stock certificate to bearer or coupon or voting certificate as the case may be in lieu of the warrant debenture stock certificate coupon or voting certificate so lost or destroyed shall be issued by the Company and in the case of the issue of a new stock warrant to bearer or debenture stock certificate to bearer or coupon an entry of such issue shall be made by the secretary in the register of stockholders or shareholders or register of debenture stockholders.

**96.** If several persons be or claim to be jointly entitled to the stock or shares or debenture stock specified in a stock warrant to bearer or debenture stock certificate to bearer then as between the Company on the one hand and such persons on the other hand—

As to joint  
holders.

(A) One only of such persons shall be deemed the sole proprietor of such stock or shares or debenture stock; and

(B) In case of any dispute between such persons such one of them as shall be the actual holder of the stock warrant to bearer or debenture stock certificate to bearer shall be deemed such sole proprietor.

**97.** A trustee unless authorised by the terms of his trust shall not apply for or hold a stock warrant to bearer or debenture stock certificate to bearer issued under the authority of this Act but nothing in this section shall impose upon the Company any obligation to inquire whether the person applying for a stock warrant to bearer or debenture stock certificate to

Trustees  
unless expressly  
authorised  
not empowered to  
hold bearer  
securities.

A.D. 1913. bearer is or is not a trustee or being a trustee is or is not so authorised as aforesaid or subject them to any liability in the event of their issuing to a trustee a stock warrant to bearer or debenture stock certificate to bearer.

Endorsement of provisions on warrants and certificates to bearer.

**98.** A copy of the sections of this Act of which the marginal notes are respectively "Registration of holders of stock shares or debenture stock on surrender of warrant or certificate" "Voting certificates" and "As to notices to bearers of stock warrants" shall be endorsed on every stock warrant to bearer and a copy of the said section of this Act of which the marginal note is "Registration of holders of stock shares or debenture stock on surrender of warrant or certificate" and of the section of this Act of which the marginal note is "Provision in case of applications to Parliament affecting rights of holders of debenture stock" shall be endorsed on every debenture stock certificate to bearer which shall be issued by the Company.

Power to Company and other companies and joint committees to lease or dispose of lands.

**99.** Notwithstanding anything to the contrary contained in the Lands Clauses Consolidation Act 1845 or any Act relating to the Company with which that Act is incorporated the Company shall not be required to sell or dispose of any lands which have from time to time been purchased or acquired by the Company adjoining or near to railways or stations belonging or leased to or worked or managed by the Company or any lands acquired by the Company under the provisions of this Act and which lands are not immediately or may not hereafter be required for the purposes of the undertaking of the Company but the Company may retain hold or use or may lease or otherwise dispose of such lands.

The provisions of this section shall also extend and apply to the Company and the London Brighton and South Coast Railway Company jointly and to the Company and the Midland Railway Company jointly and to any joint committee or joint committees incorporated or constituted by Act of Parliament on which the Company may be represented as if those companies jointly and such joint committee or joint committees respectively had been referred to in this section in addition to the Company.

Recovery of demands.

**100.** Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactment whether provision is or is not made for the recovery in any



specified court or manner may be taken in any county court having otherwise jurisdiction in the matter provided that the demand does not exceed the amount recoverable in that court in a personal action. A.D. 1913.

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

**102.** No interest shall be paid out of any share or loan capital which the Company are by this or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him but nothing in this Act shall prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845. Interest not to be paid on calls paid up.

**103.** 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.

**104.** Nothing in this Act contained shall exempt the Company or the railways of the Company 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 commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company. Provision as to general Railway Acts.

A.D. 1913. **105.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY BE REQUIRED TO BE TAKEN BY THE COMPANY.

Work or Lands.	Nos. on deposited Plans.	Parish or other Area.	Description of Property.
Diversion of road at Twickenham.	6	Twickenham	Yard..
Widening and improvement of line between Twickenham and Richmond.	9	"	Yard stables and garage.
	10	"	Road footpath railway arch and meter-house.
	21	"	Yard and sheds.
	24	"	Yard building and sheds.
	31	"	Garden lawn shed and pump.
	32	"	Land well and pump.
	33	"	Garden and dungpit.
	34	"	Garden and workshop.
	35	"	Garden and shed.
	36	"	Garden.
	37	"	Garden.
	38	"	Garden.
	39	"	Garden.
	40	"	Garden and shed.
	41	"	Garden.
	42	"	Garden and summer-house.
	43	"	Garden and shed.
	44	"	Garden and sheds.
	45	"	Garden and shed.
	46	"	Garden.
49	"	Garden.	
4	Richmond	-	Park land (Old Deer Park) and stream water main and telegraph wires.
21	"	-	Garden and summer house.
22	"	-	Garden.
23	"	-	Garden.
24	"	-	Garden.



THE SECOND SCHEDULE.

A.D. 1913.

NORTH CORNWALL ACTS AND PORTIONS OF NORTH CORNWALL  
 ACTS REPEALED.

Act.	Part repealed.
Act of 1884 - - -	The whole Act.
Act of 1891 - - -	Sections 4 5 6 7 8 9 10 11 12 and 13.
Act of 1893 - - -	The whole Act.
Act of 1896 - - -	Sections 4 5 6 7 8 9 10 11 12 and 21.

THE THIRD SCHEDULE.

LEASE OF UNDERTAKING OF NORTH CORNWALL COMPANY TO  
 COMPANY.

THIS INDENTURE made the 25th day of April 1913 between  
 THE NORTH CORNWALL RAILWAY COMPANY (herein-after  
 called "the Lessors") of the one part and THE LONDON  
 AND SOUTH WESTERN RAILWAY COMPANY (herein-after called  
 "the Lessees") of the other part.

WITNESSETH that in consideration of the fixed rent hereby reserved  
 and of the covenants herein-after contained and by the Lessees to be  
 respectively paid observed and performed the Lessors do hereby demise  
 unto the Lessees all and singular the railways and the works incidental  
 thereto and connected therewith authorised by the North Cornwall  
 Railway Act 1882 the North Cornwall Railway Act 1885 the North  
 Cornwall Railway Act 1888 the North Cornwall Railway Act 1891 the  
 North Cornwall Railway Act 1894 and the North Cornwall Railway Act  
 1896 together with all lands belonging to the Lessors or in which they  
 have any estate or interest in connexion with the said railways (other  
 than and except any lands held in connexion therewith which now are  
 or may hereafter become superfluous lands within the meaning of  
 section 127 of the Lands Clauses Consolidation Act 1845 and shall be  
 certified by the engineer of the Lessees as not being land required for  
 the purposes of the railway) together also (by way of grant and not of  
 exception) with all stations platforms sidings signals signal posts signal  
 boxes telegraphs bridges buildings erections fixtures roads ways drains  
 waters watercourses fences works conveniences rights privileges and

A.D. 1913. — appurtenances to the said line or any part thereof belonging or with the same or any part thereof enjoyed or reputed as part or appurtenant thereto and the sole and exclusive right of fixing tolls rates fares charges for conveyance and user and other details of management of the said railways and other the premises herein comprised and the benefit of all contracts agreements and arrangements having relation to the said railways made by the Lessors with any company (other than the Lessees) or any public body authority or person And all powers rights and privileges (except as is herein otherwise expressly provided) vested in the Lessors in connexion with the said railways and other the premises herein comprised To hold the said premises unto the Lessees and their assigns for the term of 999 years from the 1st day of January 1913 subject however to all rights powers and privileges now vested in or now or at any time hereafter exerciseable in relation to the said railways by adjacent landowners and others as to any mines or minerals lying under or near the said railways Yielding and paying therefor during the said term the yearly rent of 25,250*l.* by equal half-yearly payments on the 1st day of January and the 1st day of July in every year clear of all deductions (except landlord's property tax and rentcharges if any and all unredeemed land tax and all rates taxes and charges if any properly and usually payable by landlords) together with all tithe commutation rentcharges whether officially apportioned or not the first of such half-yearly payments having been made on the 1st day of July 1913 And also yielding and paying a proportionate sum for the period (if any) which may happen to elapse between any one of the half-yearly days of payment and the period of the determination of the said term if the same should happen to be determined under the proviso in that behalf herein-after contained such proportional sum to be payable within four weeks after such determination And the Lessees hereby covenant with the Lessors that they the Lessees will during the said term pay to the Lessors the said yearly rent of 25,250*l.* clear of all deductions except as aforesaid and as from the 1st day of January 1913 will pay and discharge all rates taxes and outgoings of every description except as aforesaid which then or at any time during the continuance of the said term may be charged assessed or imposed in respect of the said railways and other the premises hereby demised And also that the Lessees will during the continuance of the said term maintain renew manage stock work and use the said railways and other the premises herein comprised and keep the same in such good and efficient repair and working condition and to the same extent as if the same formed part of their own system of railways and so as to fairly and reasonably accommodate the traffic thereon and will permit the directors secretary and engineers and other officers of the Lessors to enter upon and inspect the said premises at all reasonable times and that the Lessees will during the continuance of the said



term employ all such officers and other servants as may be necessary for the proper working and maintenance of the said railways and other the premises herein comprised and will at the expiration or sooner determination of the said term leave the said railways and premises in such good and efficient repair and working condition as aforesaid And also that the Lessees will as from the 1st day of January 1913 duly observe and perform all the duties and obligations imposed on the Lessors in respect of the working and maintenance of the said railways and the other premises herein comprised and all duties and obligations to which the Lessors may at any time during the said term become subject under the provisions of any Act of Parliament in force with respect to the said railways and the other premises herein comprised and all duties and obligations (except obligations in respect of capital) of the Lessors in respect of any contract agreement or arrangement the benefit whereof is comprised herein and in particular and without prejudice to the generality of the foregoing provisions will duly observe and perform all the duties and obligations imposed upon the Lessors by an agreement dated the 18th day of April 1910 and made between the Padstow Harbour Commissioners of the first part the Lessors of the second part and the Lessees of the third part and which agreement was scheduled to and confirmed by the Padstow Harbour Act 1910 And that the Lessees will indemnify the Lessors against all penalties forfeitures losses damages costs and expenses in respect of or accruing in relation to such duties or obligations as aforesaid or any of them Provided always that nothing herein contained shall impose upon the Lessees the obligation of paying any rentcharge subject to which any land expressed to be hereby demised may have been acquired or any claims by landowners or costs in relation to the acquisition of land or any compensation or costs payable hereafter in respect of any interest in land which may have been omitted to be acquired or any obligations in respect of construction of the said railways and works or capital expenditure or the expenses incurred by the Lessors in keeping the registers and accounts of their capital or in connexion with the payment or distribution of interest or dividends in respect of such capital Provided further that if the said yearly rent hereby reserved or any part thereof shall remain unpaid for the space of six weeks next after the same ought to be paid as aforesaid whether any formal demand shall have been made or not or if any of the covenants and agreements herein contained on the part of the Lessees shall not be by them observed performed and kept after reasonable complaint made in respect thereof then and in such case the Lessors may re-enter into and upon the premises hereby demised or any part thereof in the name of the whole and thereupon the said term of 999 years shall absolutely cease and determine but without prejudice to any right of action or remedy of the Lessors in respect of



A.D. 1913. — any previous breach of any covenant on the part of the Lessees herein contained and the Lessors hereby covenant with the Lessees that the Lessors will from time to time pay the cost of the official apportionment of any unapportioned tithe commutation rentcharge payable in respect of any properties of the Lessors and all sums of money becoming payable in respect of the premises and the liability for which is herein-before excepted from the liabilities undertaken by the Lessees and will not interrupt impede or disturb the Lessees in the exclusive user occupation and management maintenance working and carrying on of the said railways or the traffic thereof or in connexion therewith and will not do or suffer to be done any act or thing which may prejudicially affect such exclusive user occupation and management or the traffic or diminish the receipts of the said railways and also that the Lessees paying the rent herein-before reserved and observing and performing the several covenants by them herein-before contained may peaceably hold and enjoy the said railways and the other premises herein comprised without any interruption by the Lessors or any person or corporation lawfully claiming through them :

And it is hereby agreed that in case the Lessors shall desire to sell any land acquired by them in connexion with the construction of the railways hereby demised as superfluous and which shall be so certified as aforesaid the same shall subject to any right of pre-emption be first offered to the Lessees and the price or consideration to be paid for the same shall in case of difference be determined by a surveyor to be if not agreed upon appointed by the President for the time being of the Institution of Surveyors in London :

And it is hereby further agreed that the Lessors will not at any time sell the said railways or any part thereof to any company or person other than the Lessees without the assent of the Lessees in writing under their seal nor will they without such assent amalgamate their undertaking with the undertaking of any company other than the Lessees :

And it is hereby lastly agreed that the agreements and leases mentioned in the schedule hereto under which or some of which the Lessees are now working the said railways shall as from the 1st day of January 1913 absolutely cease and determine and the terms of years created by the said leases shall merge and be extinguished in the term of years created in the same premises by this indenture.

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



The SCHEDULE.

A.D. 1913.

1882 December 1st	Agreement	} All made between the Lessors of the one part and the Lessees of the other part.
1882 December 2nd	Agreement	
1883 May 18th	Agreement	
1886 October 1st	Agreement	
1892 December 31st	Agreement	
1893 May 1st	Agreement	
1894 July 26th	Lease	
1896 December 9th	Agreement	
1896 December 9th	Guarantee	
1902 March 30th	Lease	
1904 May 12th	Agreement	
1910 April 29th	Agreement	

The common seal of the North Cornwall Railway }  
Company affixed hereto in the presence of }



(Signed) ERNEST C. PRICE  
Secretary.

The common seal of the London and South Western }  
Railway Company affixed hereto in the presence of }



(Signed) G. KNIGHT  
Secretary.

THE FOURTH SCHEDULE.

THIS INDENTURE made the 30th day of June 1913 between THE COMMISSIONERS OF HIS MAJESTY'S WORKS AND PUBLIC BUILDINGS (herein-after referred to as "the Commissioners") of the one part and THE LONDON AND SOUTH WESTERN RAILWAY COMPANY (herein-after referred to as "the Company") of the other part.

WHEREAS the Company are promoting a Bill in the present session of Parliament to confer further powers upon the Company and for other purposes :

And whereas the Company contemplate the use of electrical power upon their railway or part of it and such use may injuriously affect

[Ch. lxxxviii.] *South Western Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913. instruments or apparatus now or hereafter used in the National Physical Laboratory situate at Teddington in the county of Middlesex:

And whereas it has been agreed between the Commissioners and the Company as herein-after mentioned:

Now this indenture witnesseth that in consideration of the premises it is hereby covenanted agreed and declared as follows:—

1. The Company covenant and agree with the Commissioners that the use of electrical power upon their railway between Twickenham and Kingston Twickenham and Hampton and Hampton Court and Thames Ditton shall not cause an increase in disturbance of the horizontal magnetic field at the said National Physical Laboratory as recorded by instruments to be agreed upon as suitable for that purpose to an extent exceeding 20 per cent. over and above the amount of disturbance thereof occasioned by present causes.

2. For the purpose of determining whether or not any such increase in disturbance as aforesaid has been caused the following provisions shall have effect (that is to say):—

(A) The director of the laboratory shall during a period of twelve months from the date of this agreement or if electrical power is prior to the lapse of such period of twelve months used upon the portions of the railway in clause 1 hereof referred to or upon any or any part of such portions then during the period between the date hereof and the commencement of such use of electrical power cause records to be taken upon the instruments and apparatus used during the said period or any part thereof at the said laboratory for the purpose of measuring and recording disturbance there of the said horizontal magnetic field at such intervals and under such conditions as shall be available and as shall be agreed upon between the said director and the Company as best calculated to give a fair indication of the amount of disturbance due to present causes:

(B) The said director shall supply the Company with copies of such records:

(C) The Company shall forthwith give notice in writing to the said director as and when they commence the use of electrical power upon the said portions of the said railway or upon any or any part of such portions:

(D) After the commencement of the use of electrical power upon the said portions of the said railway or upon any or any part of such portions the said director shall from time to time as and when he thinks fit cause records to be taken



upon the instruments and apparatus at present or at any time hereafter used at the said laboratory for the purpose of measuring and recording disturbance of the said horizontal magnetic field :

- (E) The question whether there has been any such increase in disturbance as mentioned in clause 1 hereof due to the working of the railway by electrical energy shall from time to time be determined by and upon a comparison of the records in subclause (A) hereof mentioned with the records in subclause (D) hereof mentioned and by ascertaining from the Company's station signal box and other records of trains passing over the said portions of the said railway or any or any part of such portions or in such other manner as the said director and the Company may agree whether the passage of such trains synchronises with the happening of such disturbance :
- (F) The Company shall from time to time when requested so to do by the said director supply him with copies of such of their said station signal box and other records of trains as he may reasonably require to be supplied :
- (G) If upon such comparison and such ascertainment (if any) as in subclause (E) hereof mentioned it appears therefrom that there has been any such increase in disturbance as aforesaid the Company shall forthwith take such steps as may be necessary to prevent the continuance of and to terminate such increase in disturbance and the question whether such increase in disturbance has been terminated shall be determined by a comparison of records as hereinbefore provided :
- (H) If any dispute shall arise between the parties as to whether or not such increase in disturbance appears by and upon such comparison and such ascertainment (if any) as aforesaid such dispute shall be referred to the determination of a single arbitrator to be agreed upon by both parties or failing such agreement to be appointed by the Board of Trade or failing any such appointment to be appointed by the court.

3. For the purposes of this indenture the term "present causes" shall mean causes existing during the period during which records are to be taken under clause 2 subclause (A) hereof.

4. This indenture shall be scheduled to the said Bill and a clause shall be inserted in the said Bill confirming this indenture and making the same binding upon the Company.

[Ch. lxxxviii.] *South Western Railway* [3 & 4 GEO. 5.]  
*Act, 1913.*

A.D. 1913. In witness whereof the Commissioners and the Company have  
hereunto caused their common seals to be affixed the day and year  
first above written.



The common seal of the London and South Western  
Railway was affixed hereto in the presence of }



(Signed) G. KNIGHT  
Secretary.

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