



CHAPTER xliii.

An Act to confer further powers upon the Shropshire
Worcestershire and Staffordshire Electric Power Com-
pany and for other purposes. [8th August 1918.] A.D. 1918.

WHEREAS by the Shropshire and Worcestershire Electric Power Act 1903 the Shropshire and Worcestershire Electric Power Company (in this Act called "the Company") were incorporated with a share capital of three hundred thousand pounds and with power to borrow one hundred thousand pounds and were authorised (amongst other things) to supply electricity within parts of the counties of Salop and Worcester :

And whereas by the Shropshire Worcestershire and Staffordshire Electric Power Act 1905 the name of the Company was changed to the Shropshire Worcestershire and Staffordshire Electric Power Company the area of supply of the Company was extended and further powers were conferred upon the Company :

And whereas by the Shropshire Worcestershire and Staffordshire Electric Power Act 1906 the area of supply of the Company was further extended and the share capital and borrowing powers of the Company were increased to nine hundred thousand pounds and three hundred thousand pounds respectively :

And whereas by the Shropshire Worcestershire and Staffordshire Electric Power Act 1914 the Company were empowered to issue part of their share capital as preference shares and further powers were conferred upon the Company :

And whereas by the Shropshire Worcestershire and Staffordshire Electric Power Act 1916 the powers of the Company with reference to borrowing or raising money on mortgage or by the

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A.D. 1918. creation and issue of debenture stock and preference shares were amended and further powers were conferred upon the Company :

And whereas the Company have raised capital to the amount of three hundred and fifty thousand pounds by the creation and issue of ordinary and preference shares and have raised money on mortgage or by the issue of debenture stock to the amount of three hundred thousand pounds :

And whereas the demand for electricity within the area of supply of the Company is large and rapidly increasing and it is expedient that the Company should be authorised to acquire lands to erect and maintain additional generating stations and works and to construct a railway siding and that the further powers with reference to the supply of electricity in this Act contained should be conferred upon the Company :

And whereas it is expedient that the Company the Kidderminster and District Electric Lighting and Traction Company Limited the Halesowen Lighting and Traction Company Limited and the lord mayor aldermen and citizens of the city of Birmingham should be empowered to enter into agreements for mutual assistance or for association with each other and to make connexions between their respective generating stations or areas of supply as by this Act provided :

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

And whereas by reason of the financial position which has been caused by the present war such additional money cannot be raised by the issue of ordinary or preference capital except upon terms injurious not only to the holders of the existing ordinary shares but also to the permanent interests of the Company and it is therefore expedient that the Company should be authorised to raise the same by borrowing on mortgage or by the creation and issue of debenture stock and that such other provisions as are in this Act contained in relation to the capital of the Company should be made :

And whereas it is expedient than the further powers in this Act contained should be conferred upon the Company :

And whereas plans and sections showing the line and levels of the railway siding authorised by this Act and plans showing

the lands required or which may be taken or used compulsorily for the purposes or under the powers of this Act and also a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were duly deposited with the clerk of the peace of the county of Worcester and such plans sections and book of reference are respectively referred to in this Act as the deposited plans sections and book of reference : A.D. 1918.

And whereas the objects of this Act cannot be attained 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 :—

1. This Act may be cited as the Shropshire Worcestershire and Staffordshire Electric Power Act 1918 and the Shropshire Worcestershire and Staffordshire Electric Power Acts 1903 to 1916 and this Act may be cited together as the Shropshire Worcestershire and Staffordshire Electric Power Acts 1903 to 1918. Short and collective titles.

2. This Act shall be deemed to be a special Act within the meaning of the Electric Lighting Acts 1882 to 1909 and the Electric Lighting (Clauses) Act 1899 but sections 2 and 3 of the Electric Lighting Act 1888 shall not apply to the Company or the undertaking. Application of Electric Lighting Acts.

3. The following Acts and parts of Acts (so far as the same are applicable for the purposes of and are not inconsistent with or varied by the provisions of this Act) are subject to the provisions of this Act hereby incorporated with this Act (that is to say) :— Incorporation of Acts.

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

The borrowing of money by the Company on mortgage or bond except sections 38 and 40 ;

The giving of notices ; and

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

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Part III. of the Companies Clauses Act 1863 (as amended by subsequent Acts) relating to debenture stock except sections 22 32 and 34;

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845 (except section 7) and Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863; and

The provisions of the schedule to the Electric Lighting (Clauses) Act 1899 except the following provisions that is to say section 2 subsection (2) sections 3 5 7 to 9 21 to 29 30 (so far as regards a supply to authorised undertakers) 31 to 37 41 48 75 and 78 and any provisions (other than those of section 69) with respect to the revocation of the special order and the sections and provisions so excepted from incorporation shall not apply to the Company or the undertaking and section 81 of the said schedule shall not apply to any generating station or works erected on any of the lands described in Part I. of the First Schedule to this Act.

Interpreta-
tion.

4. In this Act the several words terms and expressions to which meanings are assigned by the Electric Lighting Acts 1882 to 1909 the Electric Lighting (Clauses) Act 1899 or the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction And in this Act unless the context otherwise requires—

“The Company” means the Shropshire Worcestershire and Staffordshire Electric Power Company;

“The Act of 1903” “the Act of 1905” “the Act of 1906” “the Act of 1914” and “the Act of 1916” mean respectively the Shropshire and Worcestershire Electric Power Act 1903 the Shropshire Worcestershire and Staffordshire Electric Power Act 1905 the Shropshire Worcestershire and Staffordshire Electric Power Act 1906 the Shropshire Worcestershire and Staffordshire Electric Power Act 1914 and the Shropshire Worcestershire and Staffordshire Electric Power Act 1916;

“The Acts of 1903 to 1916” means the Act of 1903 the Act of 1905 the Act of 1906 the Act of 1914 and the Act of 1916;

“The Acts of 1903 to 1918” means the Acts of 1903 to 1916 and this Act; A.D. 1918.

“The undertaking” means the undertaking of the Company as authorised by the Acts of 1903 to 1918;

“The area of supply” means the area of supply of the Company as defined by the Acts of 1903 to 1916;

“The Kidderminster Company” means the Kidderminster and District Electric Lighting and Traction Company Limited;

“The Halesowen Company” means the Halesowen Lighting and Traction Company Limited;

“The Birmingham Corporation” means the lord mayor aldermen and citizens of the city of Birmingham;

“Authorised undertaker” or “authorised undertakers” means—

(1) Any authority authorised by any general or special Act to undertake or contract for the lighting of streets bridges or public places;

(2) Any local authority company body or person authorised by Act of Parliament Licence or Provisional Order confirmed by Parliament to supply energy; and

(3) Any local authority company body or person authorised by Act of Parliament or by any Order confirmed by or having the effect of an Act of Parliament to use energy;

“Electric main” means a wire or wires conductor or other means used for the purpose of conveying transmitting or distributing energy and includes any casing coating covering tube pipe trough conduit or insulator inclosing surrounding or supporting the same or any part thereof or any apparatus connected therewith.

5. Subject to the provisions of this Act the Company may enter upon take hold and use the lands in the county of Worcester delineated on the deposited plans and described in Lands for generating stations &c.

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A.D. 1918. the deposited book of reference and in Part I and Part II of the First Schedule to this Act and therein respectively called the Stourport Site and the Kidderminster Site.

Construction and maintenance of generating station &c. on Stourport Site.

6. The Company may upon the lands described in Part I of the First Schedule to this Act and therein called the Stourport Site or any part or parts thereof lay down erect maintain work and use a station or stations or works for producing generating transforming using transmitting converting and distributing energy or power or any material product matter or thing arising or used in the process of such generation or transformation with all necessary and convenient buildings sidings engines dynamos batteries accumulators storage works motors generators machinery appliances apparatus and conveniences and may accordingly produce generate transform use transmit convert and distribute energy or power and such material products matters and things.

Maintenance of generating station on Kidderminster Site.

7. Subject to the provisions of this Act the Company may upon the land described in Part II of the First Schedule to this Act and therein called the Kidderminster Site maintain and continue extend work and use a station or works for producing generating transforming using transmitting converting and distributing energy or power with all necessary and convenient buildings engines dynamos batteries accumulators storage works motors generators machinery appliances apparatus and conveniences and may produce generate transform use transmit convert and distribute energy or power.

Exemption of generating and substations of Company from Building Acts byelaws &c.

8. The generating stations and substations of the Company shall be exempt from the operation of any public or local Act or any byelaw made thereunder by any local authority relating to the construction cubical extent height or position of or to open spaces about buildings or to temporary buildings.

Any generating stations to be constructed by the Company within any city borough or urban district shall be constructed with due regard to the position thereof in relation to neighbouring buildings and to air spaces about the same and for the protection from fire and the Company shall comply with any reasonable requirements of the corporation of such city or borough or of the council of such urban district in reference to

such matters and in the event of the Company not agreeing to any requirements of such corporation or district council under this section such difference shall be settled by arbitration under this Act: A.D. 1918.

Provided that this section shall not be deemed to exempt the generating stations substations and works of the Company from the operation of the Factory and Workshop Act 1901.

9. Subject to the provisions of this Act the Company may make and maintain in the line and according to the levels shown on the deposited plans and sections the railway siding hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as may be required for that purpose The railway siding will be situate in the county of Worcester and is— Power to make railway siding.

A railway siding 7 furlongs 3 chains or thereabouts in length commencing in the parish of Upper Mitton in the urban district of Stourport by a junction with the Severn Valley Branch of the Great Western Railway at a point 25 yards or thereabouts measured in an easterly direction along that railway from the centre of the bridge carrying that railway over the Staffordshire and Worcestershire Canal and terminating in the parish of Hartlebury in the rural district of Droitwich on the western boundary of the inclosure numbered 563 on the $\frac{1}{2500}$ Ordnance map (second edition 1903) Worcestershire Sheet XIV. 14 at a point 30 yards or thereabouts from the southern end of the said boundary.

10. The Company in constructing the railway siding may deviate laterally from the line thereof shown on the deposited plans to any extent within the limits of deviation shown on such plans and vertically from the levels thereof shown on the deposited sections to any extent not exceeding ten feet upwards or downwards. Power to deviate.

11. The Company may make the arches of the bridges for carrying the railway siding over the roads next hereinafter mentioned of any heights and spans not less than the heights Height and span of bridges.

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A.D. 1918. and spans hereinafter mentioned in connexion therewith respectively (that is to say):—

No. on deposited Plans.	Parish.	Description of Road.	Height.	Span.
34	Upper Mitton	Public - - -	20 feet	30 feet
35	Lower Mitton			
15	Hartlebury	Public - - -	20 "	40 "
19	Hartlebury	Public - - -	20 "	40 "

Protection of gas and water mains of local authorities.

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

Period for completion of railway siding.

13. If the railway siding is not completed within five years from the date of the termination of the present war then on the expiration of that period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Limiting use of railway siding.

14. Notwithstanding anything contained in this Act or in the Acts incorporated with this Act the railway siding shall not be used for passenger traffic or for the conveyance of any traffic other than traffic destined for or arising on the lands described in Part I. of the First Schedule to this Act.

Confirming agreement and for protection of Great Western Railway Company.

15. The agreement dated the nineteenth day of June one thousand nine hundred and eighteen between the Great Western Railway Company of the one part and the Company of the other part as set forth in the Third Schedule to this Act is hereby confirmed and made binding upon the parties thereto.

Notwithstanding anything in this Act contained or shown on the deposited plans the Company shall not enter upon take or use the lands and property of the Great Western Railway Company or construct the junction of the railway siding by this

Act authorised with the Severn Valley Branch of the Great Western Railway otherwise than in accordance with the provisions of the said agreement. A.D. 1918.

Notwithstanding anything contained in this Act or in the Acts incorporated with this Act the railway siding shall not except with the consent of the Great Western Railway Company be used for the conveyance of any traffic other than traffic destined for or arising at the works of the Company.

16. This Act shall be read and construed as if section 32 (For protection of Great Western Railway Company) of the Act of 1903 had been re-enacted in this Act. Application of section 32 of Act of 1903.

17. And whereas in the construction of the railway siding 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:— Owners may be required to sell parts only of certain lands and buildings.

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Second Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter 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:

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- (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 (hereinafter 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) 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: A.D. 1918.

- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained in or done under this section shall be held as determining or as being or implying an admission that any of the scheduled properties or any part thereof is or is not or but for this section would or would not be subject to the provisions of section 92 (Parties not to be required to sell part of a house) 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.

18.—(1) Subject to the provisions of this Act the Company may enter upon the lands and property and the foreshore and bed of the River Severn in the county of Worcester delineated on the deposited plans and described in the deposited book of reference and hereinafter in this section (that is to say):— Power to acquire easements.

In the parish of Hartlebury in the rural district of Droitwich—

(A) The towing-path and the foreshore and bed of the River Severn lying to the west and ex adverso of the inclosures numbered 562 and 577 on the $\frac{1}{2500}$ Ordnance map (second edition 1903) Worcestershire Sheet XIV. 14;

Partly in the said parish and partly in the parish of Lower Mitton in the urban district of Stourport—

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(B) The towing-path lying to the west of the inclosure numbered 562 on the said Ordnance map the bridge carrying the said towing-path over the River Stour on the west side thereof and Severn Side from the said bridge to its junction with Mart Lane;

and may break up and open the site and soil of the said lands and property and may in under over or along the same lay down erect maintain and from time to time use and repair renew alter enlarge remove inspect examine and test pipes conduits and water and electric mains with such protective works as may be necessary:

Provided that the Company shall not without the consent of the owners of such lands and property and in the case of the foreshore and bed of the River Severn of the Severn Commissioners acquire any greater right or interest in such lands and property or foreshore and bed than the right of laying down erecting maintaining using repairing renewing altering enlarging removing inspecting examining and testing pipes conduits and water and electric mains including the right of access to and over the said lands and property and foreshore and bed for those purposes or any of them:

Provided further that the provisions of section 14 of the schedule to the Electric Lighting (Clauses) Act 1899 shall so far as they relate to the Postmaster-General extend and apply to any electric mains laid down or erected by the Company under this section and that the provisions of sections 17 18 and 77 of the said schedule shall extend and apply in relation to the laying down erection maintenance user repair renewal alteration enlargement and removal by the Company of any pipes conduits water or electric mains or protective works under this section in under over or along the lands and property (B) secondly hereinbefore described as if such pipes conduits water or electric mains or protective works were works which the Company had been authorised as undertakers to carry out under the Electric Lighting Acts 1882 to 1909 and as if the owners of any pipe sewer or other work under the said lands and property (B) were a body person or company within the meaning of the said sections 17 18 and 77.

(2) The Company shall make to the Severn Commissioners and to the owners and occupiers and other parties having any estate or interest in such lands and property compensation for

the right or easement of so laying down erecting maintaining repairing renewing altering enlarging and inspecting such pipes conduits and water and electric mains and may give notice to treat in respect to such right or easement and the provisions of the Lands Clauses Acts inclusive of those with regard to arbitration and the summoning of a jury shall apply to the purchase of such right or easement as if such purchase were a purchase of land within the meaning of such Acts. A.D. 1918.

19. 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) in 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. Persons under disability may grant easements &c.

20. All public rights of way over or affecting the lands described in Part I of the First Schedule to this Act shall as from the date of their acquisition be extinguished. Extinguishing rights of way.

21. 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 such rights and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. As to private rights of way over lands taken compulsorily.

22. If there be any omission misstatement or wrong description of any lands or of the owners lessees and occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices acting for the county of Worcester for the correction thereof and if it appear to the justices that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly Correction of errors in deposited plans and book of reference.

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A.D. 1918. described and such certificate shall be deposited with the clerk of the peace for the county of Worcester and a duplicate thereof shall also be deposited with the town clerk of the borough or with the clerk of the council of the urban district or parish (as the case may be) in which the lands affected thereby are situate and such certificate and duplicate respectively shall be kept by such clerk of the peace town clerk or clerk of the council respectively with the other documents to which the same relate and thereupon the deposited plans and book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

Period for compulsory purchase of lands.

23. The powers of the Company for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of five years from the date of the termination of the present war.

Power to abstract water.

24. The Company may abstract water from the River Severn and the River Stour and may utilise the same for condensing and other purposes of the generating station erected upon the lands described in Part I of the First Schedule to this Act Provided that all water so utilised and not consumed shall be returned to the river in a condition as pure as when it was abstracted Provided further that the Company shall not abstract any water from the River Severn or the River Stour under the powers of this section except with the consent of the Severn Commissioners first obtained in writing and such consent may be given upon such terms pecuniary or otherwise and subject to such conditions as may be agreed upon between the Company and the said commissioners.

Agreements for mutual assistance.

25. The Company on the one hand and the Kidderminster Company the Halesowen Company and the Birmingham Corporation or any of them on the other hand may enter into and carry into effect any agreement or agreements for mutual assistance or for association with each other in regard to the following purposes:—

The giving and taking of a supply of energy and the distribution and supply of energy so taken;

The management and working of the generating stations or of any part or parts of the undertakings of the contracting parties;

The appropriation and division of receipts arising under and the provision of capital required for carrying into effect any such agreement; A.D. 1918.

Any matters or things incidental to or connected with any of the purposes aforesaid.

Except in so far as is provided by this section the Company the Kidderminster Company the Halesowen Company and the Birmingham Corporation shall remain and be subject to all and the same obligations and liabilities to all persons not being parties to such agreement as they would have been subject to if such agreement had not been entered into.

26.—(1) For the purpose of carrying into effect any agreement under this Act for the giving or taking of a supply of energy the Company and the Kidderminster Company the Halesowen Company or the Birmingham Corporation entering into such agreement may within their respective areas of supply by means of electric mains make a connexion between their respective generating stations or areas of supply and in relation to any such electric mains shall except as hereinafter in this section provided have the powers and be subject to the provisions of the Acts or Orders relating to their powers of supply respectively. Power to lay connecting mains.

(2) Any electric main laid down under the powers of this section under any street shall be laid in such line or route and in a trench of such dimensions and in such position as may be agreed between the Company the Kidderminster Company the Halesowen Company or the Birmingham Corporation as the case may be laying such main and the local authority of the district through which such main is to be laid or as failing agreement shall be settled by arbitration under this Act Provided that where the local authority of any borough or urban district object to any proposed line or route on the ground that it would traverse the principal thoroughfares or busy streets of such borough or district and indicate an alternative route or deviation which in the opinion of the arbitrator is both reasonably practicable and does not involve undue increase of expenditure such alternative route or deviation shall be adopted.

The reasonable and proper costs charges and expenses incurred by any local authority in relation to any arbitration under this subsection shall unless the arbitrator shall certify

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Provided that nothing in this subsection contained shall take away or prejudicially affect the rights of the Postmaster-General under section 14 of the schedule to the Electric Lighting (Clauses) Act 1899 and the provisions of that section shall apply in respect of such alternative route or deviation.

(3) Section 47 (As to route for electric lines) of the Act of 1903 shall not apply to electric mains laid down by the Company under the powers of this section.

For protection of Severn Commissioners and Board of Conservators Severn Fishery District.

27. The Company shall before commencing the construction of any works under this Act affecting the waterway or the bed or foreshore of the River Severn submit detailed plans sections and specifications thereof to the Severn Commissioners (in this section called "the commissioners") and (if and so far as any such works may affect fisheries in the Severn Fishery District or fish in the Rivers Severn or Stour) to the Board of Conservators Severn Fishery District (in this section called "the fishery board") and such plans sections and specifications and the position of the intake and outlet of water to be abstracted from the River Severn shall be subject to the reasonable approval of the engineer of the commissioners and the fishery board or failing the approval of such engineer and the fishery board or either of them of an arbitrator to be appointed as hereinafter in this section provided and the works shall be carried out in accordance with the plans sections and specifications so approved to the reasonable satisfaction of such engineer and the fishery board. Provided that if the commissioners or the fishery board for the period of twenty-eight days after the said plans sections and specifications shall have been submitted to them as aforesaid shall not approve or disapprove of the same and of the position of the said intake and outlet they shall be deemed to have approved thereof and if within the said period the commissioners or the fishery board disapprove the said plans sections and specifications or the position of the said intake and outlet the same shall be referred to an arbitrator to be appointed as hereinafter in this section provided who shall be at liberty to modify the same in such manner and

to such extent as he may think necessary. If any difference shall arise between the commissioners and the fishery board or either of them and the Company under this section the same shall be determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

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28. For the protection of the Severn Commissioners and the navigation of the River Severn (in this section called "the commissioners" and "the river" respectively) the following provisions shall unless otherwise agreed in writing between the Company and the commissioners have effect (that is to say):—

For protection of Severn Commissioners.

- (1) The Company shall not enter upon use or interfere with the river or the bed banks foreshore or towing-path thereof or any land or works of the commissioners except to such extent as is authorised by and for such purposes as are specified in the sections of this Act of which the marginal notes are respectively "Lands for generating stations &c." and "Power to acquire easements":
- (2) No obstruction to or interference with the navigation of the river or to or with the traffic using the same or the towing-path thereof shall be caused in or by reason or in consequence of the execution maintenance or use of the works of the Company or of the failure or want of repair thereof or of the exercise by the Company of the powers of this Act except such as may be absolutely necessary for and in connexion with the construction of the said works:
- (3) The Company shall during the construction repair alteration or renewal of any works in or under upon or affecting the river or the bed banks foreshore or towing-path thereof or any land or work of the commissioners properly fence and guard the same and if so required by the commissioners maintain on any temporary works which may be erected by the Company in the river or on the foreshore or towing-path thereof and keep burning every night from sunset to sunrise such lights as shall be sufficient to

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warn guide and protect from danger vessels persons and horses navigating passing along or using the river or the towing-path thereof:

- (4) The Company shall bear and on demand pay to the commissioners the reasonable expense of the employment by the commissioners during the execution of any works in under upon or affecting the river or the bed banks foreshore or towing-path thereof or any land or works of the commissioners of a sufficient number of inspectors and watchmen to be appointed by the commissioners for inspecting and watching such works and for preventing any obstruction to or interference with the traffic on the river or the towing-path thereof and any danger or accident to vessels or persons using the same or employed thereon arising from any of the operations or from any neglect or default of the Company or their contractors or any person in the employment thereof respectively:
- (5) All temporary works erected by the Company in the river or on the foreshore or towing-path thereof shall so soon as they cease to be necessary for the construction of the permanent works be removed by the Company within one month from the receipt of notice in writing from the commissioners so to do and if the Company shall fail to remove such works within the period aforesaid or to comply with the provisions of subsection (3) (relating to lights on temporary works) of this section they shall for each day or night as the case may be during which the offence is continued be liable to a penalty not exceeding five pounds which may be prosecuted for and recovered in a summary manner:
- (6) If any difference shall arise between the Company and the commissioners under this section such difference shall (except where otherwise provided in this section) be determined by the arbitration of an engineer to be appointed failing agreement by the President for the time being of the Institution of Civil Engineers and any arbitration hereunder shall except as to the

appointment of the arbitrator be subject to the provisions of the Arbitration Act 1889 : A.D. 1918.

- (7) Except as is by this Act expressly provided nothing in this Act contained shall take away lessen prejudice alter or affect any of the rights privileges property powers or authorities of the commissioners.

29. For the protection of the Board of Conservators Severn Fishery District (in this section called "the fishery board") the following provisions shall unless otherwise agreed upon between the fishery board and the Company apply and have effect (that is to say):—

For protection of Board of Conservators Severn Fishery District.

- (1) The Company shall not under the powers of this Act abstract in any one day of twenty-four hours calculated from midnight to midnight a greater quantity of water than ninety million gallons without the consent in writing of the fishery board:
- (2) The engineer of or any officer authorised by the fishery board may at all reasonable times enter upon the premises of the Company for the purpose of checking and the Company shall afford such engineer or officer all reasonable facilities to enable him to check the quantity of water abstracted by the Company under this Act:
- (3) The Company shall not in the exercise of the powers of this Act at any time abstract water from the River Stour to such extent as to reduce the level of the water flowing down that river below the level of the water flowing down the River Severn at the junction of the said rivers so as to attract fish from the River Severn to the River Stour:
- (4) The temperature of the water abstracted and utilised by the Company under the powers of this Act shall not on the return of the water to the river at any time exceed by more than twenty degrees Fahrenheit the temperature of the water at the point of its abstraction:
- (5) The Company shall provide and efficiently maintain automatic thermometers or other apparatus for recording the temperature of the water throughout

[Ch. xliii.] *Shropshire, Worcestershire and Staffordshire Electric Power Act, 1918.* [8 & 9 GEO. 5.]

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each day at the points at which it is abstracted from and returned to the Rivers Severn and Stour or either of such rivers and such thermometers or other apparatus with the records shall be open at all reasonable times to the inspection of any person or persons duly authorised by the fishery board who shall be at liberty to take copies of all records :

(6) The Company shall not cause or permit any refuse sewage or polluting matter or any liquid other than the water abstracted from the rivers in as pure condition as so abstracted from the generating station and works of the Company authorised by this Act to fall or flow or be put or carried into the River Severn or the River Stour or any tributary thereof :

(7) If the Company knowingly make default in complying with the provisions of subsections (3) (4) (5) and (6) of this section they shall upon the first conviction be liable to a penalty not exceeding five pounds and upon the second conviction be liable to a penalty not exceeding ten pounds and a further penalty not exceeding two pounds for every day during which such offence is continued and upon the third or any subsequent conviction be liable to a penalty not exceeding twenty pounds a day during which such offence is continued commencing from the date of the third conviction and any such penalties shall be recoverable in any court of competent jurisdiction :

(8) Nothing in this section contained shall prejudice or affect the rights and obligations of the Company as riparian owners of lands acquired by the Company under the powers of this Act adjoining the said rivers or either of them.

For protection of Worcester Corporation.

30. Notwithstanding anything in this Act the following provisions for the protection of the mayor aldermen and citizens of the city of Worcester (in this section called "the corporation") shall except so far as may be otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

(1) The Company shall not without the consent of the corporation abstract or draw from the River Severn

and the River Stour or either of them in any period of twenty-four hours more water than one hundred million gallons for use for any of the purposes of the section of this Act whereof the marginal note is "Power to abstract water" and shall within the same period of twenty-four hours return to the River Severn at least ninety-eight per centum of all water abstracted from either or both of the said rivers and further the Company shall cause all water so returned to the River Severn to be returned in as pure a state and condition as when abstracted therefrom and of a temperature not exceeding by more than twenty degrees Fahrenheit the temperature of the water when abstracted :

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—

- (2) The engineer for the time being of the corporation shall have access at all reasonable times to the premises of the Company for the purpose of inspecting the works of the Company for the abstraction and return of water to the said rivers.

31. For the protection of the mayor aldermen and burgesses of the borough of Dudley (in this section respectively referred to as "the corporation" and "the borough") the following provisions shall except so far as may be otherwise agreed in writing between the Company and the corporation under their respective common seals apply and have effect (that is to say) :—

For protection of Dudley Corporation.

- (1) The powers conferred upon the Company by this Act shall so far as the same affect the corporation or the borough only be exercised upon and subject to the terms and conditions contained in the indenture made the ninth day of February one thousand nine hundred and fourteen between the corporation of the one part and the Company of the other part whereby the corporation gave their consent under section 12 (For protection of Dudley and Walsall) of the Act of 1906 to the supply of energy by the Company within the borough :
- (2) The section of this Act whereof the marginal note is "Exemption of generating and substations of Company from Building Acts byelaws &c." shall not apply within the borough :

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(3) Nothing contained in this Act or done hereunder shall prejudice or affect the rights and powers of the corporation or the duties and obligations of the Company in relation to the corporation or the borough under the indenture referred to in subsection (1) of this section or under the following indentures and agreement each dated the ninth day of February one thousand nine hundred and fourteen:—

(A) Indenture made between the corporation of the one part and the Company of the other part whereby the corporation transferred their electric lighting undertaking to the Company;

(B) Agreement made between the Company of the one part and the corporation of the other part being an agreement for public lighting;

(C) Indenture made between the Birmingham District Power and Traction Company Limited of the one part and the corporation of the other part being an indenture of guarantee;

(D) Indenture made between the British Electric Traction Company Limited of the first part the corporation of the second part and the Company of the third part being an indenture of release.

For protection of
Smethwick
Corporation.

32. For the protection of the mayor aldermen and burgesses of the borough of Smethwick (in this section respectively referred to as "the corporation" and "the borough") the following provisions shall except so far as may be otherwise agreed in writing between the Company and the corporation under their respective common seals apply and have effect (that is to say):—

(1) The powers conferred upon the Company by this Act shall so far as the same affect the corporation or the borough only be exercised upon and subject to the terms and conditions contained in the indenture made the twenty-eighth day of November one thousand nine hundred and thirteen between the corporation of the first part the Company of the second part and the Birmingham District Power and Traction Company Limited of the third part whereby the corporation

gave their consent under section 11 (For protection of Smethwick) of the Act of 1906 to the supply of energy and to the erection construction and laying down of any generating stations cables or electric lines or works by the Company within the borough: A.D. 1918.

- (2) The section of this Act whereof the marginal note is "Exemption of generating and substations of Company from Building Acts byelaws &c" shall not apply within the borough.

33. Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Kidderminster (in this section called "the corporation") shall except so far as may be otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say):— For protection of Kidderminster Corporation.

- (1) The provisions of the section of this Act whereof the marginal note is "Exemption of generating and substations of Company from Building Acts byelaws &c." shall not apply within the said borough:

- (2) Nothing contained in this Act or done hereunder shall prejudice or affect the rights powers and authorities of the corporation under the indenture dated the fifth day of May one thousand eight hundred and ninety-nine and made between the corporation of the one part and the Kidderminster Company of the other part.

34. For the protection of the urban district council of Stourport (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act except so far as may be otherwise agreed in writing between the Company and the council apply and have effect (that is to say):— For protection of Stourport Urban District Council.

- (1) The Company shall not interfere with or affect the sewer belonging to the council situate under the northern end of the inclosure numbered 1 on the deposited plans in the parish of Lower Mitton in the urban district of Stourport and from and after the purchase by the Company of the said inclosure the council shall at all times have full right and liberty to enter upon the land under which the sewer

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is constructed for the purpose of repairing renewing inspecting and cleansing the sewer :

- (2) The Company shall not interfere with the public footpath leading from Hartlebury to Stourport and situate along the south side of the inclosure numbered on the deposited plans 10 in the parish of Hartlebury :
- (3) The haulage of materials plant and machinery for the construction of the generating station and works authorised by the section of this Act of which the marginal note is "Construction and maintenance of generating station &c. on Stourport Site" in or over any road repairable by the council shall be deemed to be extraordinary traffic :
- (4) If any difference or dispute shall arise between the council and the Company under any of the provisions of this section or in respect to any matter connected therewith such difference or dispute shall except as is otherwise expressly provided in reference thereto be settled by arbitration under this Act.

For protection of Worcestershire County Council.

35. For the protection of the Worcestershire County Council (in this section called "the council") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

- (1) The cartage of building material plant and machinery by the Company along and over the main roads in the county of Worcester for the construction and equipment of the generating station authorised by the section of this Act of which the marginal note is "Construction and maintenance of generating station &c. on Stourport Site" shall during the construction of such generating station be deemed to be extraordinary traffic and the Company shall pay to the council such sum as shall be certified by the surveyor of the council for the time being to be the additional cost of the maintenance of such main roads caused by such extraordinary traffic :
- (2) In the event of upwards of ten per centum of the total consumption of coal and other materials used by the Company at the said generating station for

the production of electricity and for the maintenance renewal and improvement of such generating station being carted along and over the said main roads the cartage of such coal and other materials over and above ten per centum thereof shall be deemed to be extraordinary traffic and the Company shall pay to the council annually at the expiration of each year the additional cost of the maintenance of such main roads caused by such extraordinary traffic :

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(3) In the event of any difference arising as to the amount (if any) to be paid by the Company to the council under the provisions of the immediately preceding subsection such difference shall be settled by 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 :

(4) The Company shall keep records showing how all coal and other materials used by them for the production of electricity and for the maintenance renewal or improvement of the said generating station is conveyed to the said generating station.

36. The provisions of the Electric Lighting Acts 1882 and 1888 and of the schedule to the Electric Lighting (Clauses) Act 1899 which extend or apply to or for the protection of a gas company or the mains pipes syphons services apparatus or other works belonging to a gas company or to any trench a gas company may require to dig or sink shall for the purposes of this Act extend and apply to and for the protection of the Stourport Gas Coal and Coke Company Limited and their mains pipes syphons services apparatus trenches or other works as if the said company were a company having statutory powers to supply gas and for the purpose of this section the expression "gas company" in section 18 of the schedule to the Electric Lighting (Clauses) Act 1899 shall include the said company.

For protection of Stourport Gas Coal and Coke Company Limited.

37. For the protection of Stanley Baldwin Worth and Edward Stanley Robinson the executors and trustees of the will of Thomas Bond Worth deceased and Roland Baldwin Worth the occupier of Lichfield House Stourport the following

For protection of Worth's Trustees and another.

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A.D. 1918. — provisions shall notwithstanding anything contained in this Act apply and have effect (that is to say):—

The Company shall not commence the erection of any generating station upon the lands described in Part I. of the First Schedule to this Act until they have served notices to treat in respect of the property numbered on the deposited plans 1 in the parish of Lower Mitton in the urban district of Stourport.

Company may hold securities &c. of and lend money to authorised undertakers.

38. The Company may subscribe for purchase take up hold and dispose of any shares or stock or any securities of and may lend money on mortgage bond or other securities to any authorised undertakers within the area of supply to whom the Company are giving or have agreed or may agree to give a supply of energy and any agreement for giving such supply may contain provisions with respect to the subscription for purchase and taking up by the Company of any such shares stock or other securities or the lending of money by the Company as aforesaid.

Power to raise money on mortgage or by debenture stock.

39.—(1) The directors of the Company may without any further or other authority than is given by this section and at such times in such manner and on such terms and conditions as they may think fit raise for the purposes of this Act and for the general purposes of the undertaking either at their option by borrowing on mortgage of the undertaking or by the creation and issue of debenture stock subject to the provisions of section 23 (Debenture stock) of the Act of 1903 or partly by either of such means any sum or sums of money not exceeding in the whole six hundred thousand pounds.

(2) Notwithstanding anything contained in this Act the Company shall not under or in pursuance of the powers of this Act raise or borrow any money (other than money required for the payment of the costs charges and expenses referred to in the section of this Act whereof the marginal note is "Costs of Act") during the continuance of the present war and twelve months thereafter unless the consent of the Treasury has been previously obtained.

Securities issued by Company not to include Dudley

40.—(1) Any mortgage debenture debenture stock or other security granted or issued or to be granted or issued by the Company shall not be a charge upon (a) the undertaking authorised

by the Dudley Corporation Electric Lighting Order 1897 or any part of that undertaking in the event of that undertaking or any part thereof being re-acquired by the mayor aldermen and burgesses of the borough of Dudley or (b) the undertaking authorised by the Smethwick Electric Lighting Order 1898 or any part of that undertaking in the event of that undertaking or any part thereof being re-acquired by the mayor aldermen and burgesses of the borough of Smethwick but shall be deemed to include all purchase money paid upon any such re-acquisition.

A.D. 1918.
and Smethwick undertakings.

(2) Notice of the effect of this section shall be endorsed upon every mortgage debenture and certificate of debenture stock or other security granted or issued by the Company after the passing of this Act.

41. Section 5 (Appointment of receiver) of the Act of 1916 is hereby repealed but subject and without prejudice to any appointment of a receiver or proceedings taken under or by virtue of the provisions thereof and in force or pending at the date of the passing of this Act.

Appoint-
ment of
receiver.

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

42. Sections 6 (Receipt in case of persons not sui juris) and 7 (Priority of mortgages and debenture stock over other debts) of the Act of 1916 shall extend and apply to and in respect of money to be raised by the Company on mortgage or by the creation and issue of debenture stock under the provisions of this Act.

Application
of provisions
of Act of
1916.

43.—(1) Notwithstanding anything in the Acts of 1903 to 1918 or any Act or Acts incorporated therewith the Company may out of any money by this Act authorised to be raised on mortgage or by the creation and issue of debenture stock pay interest at such rate not exceeding six pounds per centum per annum as the directors of the Company may determine to any mortgagee or debenture stock holder on the amount of such mortgages or debenture stock held by him until the

Power to
pay interest
during con-
struction.

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A.D. 1918. — expiration of five years from the date of the termination of the present war and such further period as may be approved by the Board of Trade.

(2) The aggregate amount to be so paid for interest shall not exceed one hundred thousand pounds.

Amending
section 19 of
Act of 1905
and sec-
tion 22 of
Act of 1906.

44.—(1) Section 19 (Power to pay interest out of capital) of the Act of 1905 and section 22 (Section 19 of Act of 1905 to apply to increased capital) of the Act of 1906 shall subject to the provisions of this section extend and apply to any capital which may be issued by the Company as shares or stock after the date of the passing of this Act and prior to the expiration of a period of five years from the date of the termination of the present war and such further period as may be approved by the Board of Trade and shall be read and construed as if the power to pay interest out of capital thereby authorised extended until the expiration of the said period of five years or such further period as aforesaid.

(2) The said section 19 of the Act of 1905 shall be and is hereby amended by the substitution of the words "six pounds" in lieu of the words "three pounds" therein occurring and by the substitution of the words "fifty thousand pounds" in lieu of the words "twenty thousand pounds" and the omission of all words occurring after those words in subsection (c) of that section.

(3) Subsection (2) of the said section 22 of the Act of 1906 is hereby repealed.

Application
of moneys.

45.—(1) All moneys raised under this Act shall be applied only to the purposes of this Act and to the general purposes of the undertaking being in every case purposes to which capital is properly applicable.

(2) The Company may apply to the purposes of this Act any moneys which they have raised or may hereafter raise under the Acts of 1903 to 1916 and which may not be required for the purposes for which the same were authorised to be raised Provided that the powers conferred by this subsection shall not (except for the payment of the costs charges and expenses referred to in the section of this Act whereof the marginal note is "Costs of Act") be exercised by the Company during the continuance of the present war and twelve months

thereafter unless the consent of the Treasury has been previously obtained. A.D. 1918.

46. Where under this Act any question or dispute is to be referred to arbitration other than a question or dispute to which the provisions of the Lands Clauses Acts apply then unless other provision is made the reference shall be to an arbitrator appointed by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply thereto. References to arbitration.

47.—(1) The Company shall not except (a) by direction of the Ministry of Munitions or (b) in the area and with the consent of the Midland Electric Corporation for Power Distribution Limited or (c) in the boroughs of Walsall and West Bromwich with the consent of the local authorities thereof respectively during the continuance of the present war and two years thereafter supply electricity in the area in this section hereinafter defined or in any part thereof to any authority company or person not supplied by the Company on the twenty-fifth day of April one thousand nine hundred and eighteen. As to exercise of Company's powers.

(2) Nothing in this Act nor anything done under the powers of this Act shall prejudice any application which may be made or proceedings which may be taken during the continuance of the present war and two years thereafter for or in relation to the cesser or revocation of the Company's powers in an area comprising the county of Salop and the county of Stafford (excluding the borough of Smethwick) and that part of the county of Worcester now within the area of the Midland Electric Corporation for Power Distribution Limited or any part of that area.

(3) Nothing in this section shall prejudice or interfere with the provisions of an agreement dated the thirty-first day of December one thousand nine hundred and seventeen and made between the said Midland Electric Corporation for Power Distribution Limited and the Company or with any supply given or to be given under that agreement.

48. If the undertaking is purchased within seven years from the passing of this Act otherwise than by agreement by any public body or trustees the Company shall not be entitled to make any claim in respect of the powers conferred on the Company by this Act or to bring into account any sums expended in the purchase of any lands which the Company are Provision in case of future purchase.

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Staffordshire Electric Power Act, 1918.

A.D. 1918. by this Act authorised to enter upon take or use or in the execution of any works constructed thereon exceeding the amount of the capital expenditure properly incurred in the purchase of such lands and the carrying out of those works together with interest at the rate of six per centum per annum on that amount up to the time of the completion of the works or the date of the purchase whichever first happens and also the costs charges and expenses referred to in the section of this Act whereof the marginal note is "Costs of Act."

Costs of Act. **49.** All costs charges and expenses of and incident to the preparing for obtaining and passing of this Act or otherwise in relation thereto shall be paid by the Company.

The SCHEDULES referred to in the foregoing Act. A.D. 1918.

FIRST SCHEDULE.

PART I.—STOURPORT SITE.

Certain lands containing 33 acres or thereabouts being the inclosures numbered 558 to 564 (inclusive) 576 and 577 and part of the inclosure numbered 549 in the parish of Hartlebury in the rural district of Droitwich and the inclosures numbered 194 and 195 in the parish of Lower Mitton in the urban district of Stourport on the $\frac{1}{2500}$ Ordnance map (second edition 1903) Worcestershire Sheet XIV. 14.

PART II.—KIDDERMINSTER SITE.

A piece of land containing 6,322 square yards or thereabouts in the parish of Kidderminster Borough in the borough of Kidderminster belonging or reputed to belong to the Kidderminster and Stourport Electric Tramway Company on which land the existing station of that company for generating electrical energy is situate bounded on the west by the towing-path of the Staffordshire and Worcestershire Canal Company on the east by the River Stour or Mill Pool on the north by property belonging or reputed to belong to the mayor aldermen and burgesses of the borough of Kidderminster and on the south partly by the wharf belonging or reputed to belong to the said canal company and partly by a road leading from New Road to the said wharf.

SECOND SCHEDULE.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN.

Parish.	Numbers on deposited Plans.
Upper Mitton - - - - -	6 and 7.

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THIRD SCHEDULE.

Stamp.



AN AGREEMENT made this nineteenth day of June one thousand nine hundred and eighteen between the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Company") of the one part and the SHROPSHIRE WORCESTERSHIRE AND STAFFORDSHIRE ELECTRIC POWER COMPANY (hereinafter called "the Licensees") of the other part.

WHEREAS the Licensees are promoting in the present session of Parliament a Bill for an Act the short title whereof is "Shropshire Worcestershire and Staffordshire Electric Power" whereby it is proposed to authorise the Licensees to construct a railway siding described in the Bill and forming a junction with the Severn Valley Branch of the Company's railway:

And whereas the Company are opposing the said Bill in Parliament and the power to form such junction:

Now in order to avoid opposition to the said Bill by the Company it is hereby mutually agreed and declared between and by the parties hereto as follows namely:—

Company to construct works on their own land at Licensees' expense.

1. Subject to the Licensees obtaining a license under the Order made by the Minister of Munitions dated the fourteenth day of July one thousand nine hundred and sixteen in pursuance of the powers conferred upon him by Regulation 8E of the Defence of the Realm (Consolidation) Regulation 1914 and to their obtaining any other license that may be necessary by reason of any Order made under the Defence of the Realm (Consolidation) Act 1914 or any other Act hereafter made and upon payment to them by the Licensees of the sum of three thousand five hundred pounds towards the cost of the necessary work the Company will upon their railway and land near Stourport in the county of Worcester carry out the following works (that is to say):—

- (a) Slew the railway between the points marked A and B on the plan hereto annexed to the position shown hatched red (including the lengthening of the bridge also shown on the said plan) and remove the junction between the points marked C and D on the said plan

(b) Form construct and lay down an extension of the Company's existing loop between the points marked C and E in the position shown coloured red and hatched red on the said plan; and

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(c) Form construct and lay down the junctions and sidings shown upon the plan and thereon coloured red;

together with such signal boxes signals locking gear and apparatus in connexion with the said works as in the opinion of the engineer of the Company (hereinafter called "the engineer") shall be necessary and will complete the same with all reasonable despatch Upon the completion of the said works the Licensees shall pay to the Company the balance of the actual cost beyond the said sum of three thousand five hundred pounds which shall have been incurred by the Company in completing the same and the Licensees shall also pay to the Company any additional cost which may be incurred by the Company in conforming with any requirements of the Board of Trade which the Company may be ordered to carry out the amount of such actual cost and of any such additional cost as aforesaid to be certified by the engineer (whose certificate shall be conclusive) and to be paid by the Licensees to the Company on demand.

2. The Licensees shall simultaneously with the construction of the works referred to in Article 1 hereof at their own expense and to the satisfaction in all respects of the engineer construct and lay down upon their own land in connexion with and in continuation of the said junctions and sidings coloured red the sidings coloured blue on the said plan.

Licensees to construct works on own land.

3. The extension of the Company's existing loop coloured red and hatched red on the said plan shall be and remain the property of the Company and be maintained by them at their own expense and the junctions and sidings coloured red but so as not to include any interest in the land of the Company shall subject to the provisions of this agreement be considered the property of the Licensees but the same shall be kept in repair and from time to time be renewed by the Company and the expenses so incurred by them as well as a leverage proportion of the expenses of the maintenance and renewal of the signals locking gear and apparatus at or in connexion with the signal boxes controlling such junctions and sidings and of the cost of maintaining the said boxes and of the expenses incurred in respect of the uniforms stores and wages of the signalmen or other persons employed by the Company in the said boxes shall from time to time be certified by the Company's chief accountant (whose certificate shall be conclusive) and shall be repaid to the Company by the Licensees on demand The said sidings coloured blue shall be kept in repair

Maintenance.

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A.D. 1918. — and from time to time renewed by the Licensees to the satisfaction of the engineer.

Fencing by Licensees to prevent trespass.

4. The Licensees shall at their own expense provide and set up and at all times maintain proper gates and fences for preventing trespass upon the railway by cattle horses or other animals or by persons on foot at the place or places where the works the subject of this agreement are carried through the railway fence and shall be responsible for and keep the Company indemnified against all actions claims losses and expenses whatsoever which may be brought or made against or incurred by the Company by reason of any such trespass.

Payment of acknowledgment by Licensees.

5. The Licensees shall pay to the Company on the first day of January in every year the sum of ten pounds by way of rent for the easement over the Company's land occupied by the said junctions and sidings coloured red or part thereof the first payment of the said sum of ten pounds or a proportionate part thereof to be made forthwith on the completion by the Company of the said works and to be in respect of the period ending on the thirty-first day of December next ensuing.

Marshalling.

6. All wagons and vans intended for transit over the railway shall be marshalled by the Licensees in the said sidings coloured blue in such position order and manner as the general manager or other proper officer of the Company shall direct and subject to the reasonable requirements of their general traffic the Company will work the traffic of the Licensees to and from the said sidings coloured blue on the said plan and the Licensees shall pay to the Company in addition to the rates from time to time in force at Stourport Station for similar traffic a sum calculated at the rate of one penny per ton on such traffic.

Traffic by Company's route.

7. Provided that the rates from time to time in force by the Company's route do not exceed those by any other route for similar traffic between the same places the Licensees shall forward and send and bonâ fide cause to be forwarded and sent over the Company's railway and by the route most favourable to the Company all traffic carried throughout by railway arising at or destined for the Licensees' said works which the Company can receive and forward for conveyance on or beyond their railway and shall direct that all such traffic which they can control shall be forwarded and sent over the Company's railway and by the route most favourable to the Company Any information required by the Licensees as to the despatch and routing of such traffic will be supplied by the local traffic officers or the chief goods manager of the Company on receipt of an application from the Licensees.

8. The Licensees and the servants and workmen employed by them shall at all times during the continuance of this agreement when upon the Company's land be under the control of the Company's station master at their Stourport Station or other proper officer of the Company and shall comply with the regulations orders and directions of the Company and of their divisional superintendent or other proper officer and in the event of any of the said servants or workmen not complying therewith or otherwise misconducting themselves such servants or workmen shall upon the request of the Company through their secretary or general manager be prohibited by the Licensees from coming upon the Company's premises.

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Licensees and
servants
when on
Company's
land to be
under Com-
pany's con-
trol.

9. The Company on the one hand and the Licensees on the other hand shall respectively be responsible for and keep the other of them indemnified against all actions claims losses and expenses in connexion with any damage or injury to person or property which may occur on or about the junctions and sidings coloured red and blue respectively hereinbefore described or any of them or any extension or diversion thereof or in working the traffic to from or over the same in so far as such damage or injury shall be caused by the negligence of themselves or their servants or agents.

Mutual
indemnities
by the Com-
pany and the
Licensees.

10. When in the opinion of the general manager of the Company it has become necessary or desirable for the proper and convenient working of the Licensees' traffic that the sidings shown by dotted blue lines on the said plan should be laid down the Licensees shall with all reasonable despatch on receipt of notice from the general manager of the Company requiring them so to do lay down and thereafter maintain the same If any further siding accommodation shall be reasonably necessary for full or empty wagons passing to and from the works of the Licensees or for the efficient and economical working of the traffic to and from the same the Licensees shall forthwith from time to time provide construct lay down and maintain upon their own land all such further siding accommodation at their own expense.

Additional
sidings to be
constructed
by Licensees
if necessary.

11. If the Company should at any time or times require to construct any widening extension or alteration of their railway or works over or otherwise to use the land belonging to them upon which the said junctions sidings and works coloured red or any part thereof are constructed and laid down they shall be at liberty upon giving to the Licensees one calendar month's notice in writing under the hand of their secretary or general manager to take up and remove the whole or any part of the said junctions sidings and works and subject as hereinafter provided the Company shall reconstruct and relay the same or such part thereof as shall have been taken up and removed in as convenient a manner as in the opinion of the engineer

Company
may take up
and relay
works if they
require to use
their land.

[Ch. xliii.] *Shropshire, Worcestershire and* [8 & 9 GEO. 5.]
Staffordshire Electric Power Act, 1918.

A.D. 1918. — circumstances will admit upon other available and suitable land belonging to them and thereafter the provisions herein contained shall apply to the said junctions sidings and works in their new positions Provided always that if the Company should have no available and suitable land upon which to reconstruct and relay the said junctions sidings and works or such part thereof as shall have been so taken up and removed as aforesaid then they shall be under no liability to reconstruct and relay the same unless and until the Licensees shall have placed land suitable for the purpose at their disposal free of cost to the Company Provided further that in carrying out any such works the Company shall maintain access to the Licensees' said sidings coloured blue but if it be found necessary for such purpose to put in a temporary junction the cost incurred by the Company in so doing shall be borne by the Licensees.

Company
may use the
sidings for
shunting
purposes.

12. The Company may use the said junctions and sidings coloured red and blue for the purpose of temporarily shunting thereon engines trains carriages vans and trucks whenever there shall be room upon such junctions and sidings for the purpose but so that such user shall not impede the working of the Licensees' traffic.

Company
may connect
other sidings
with sidings
constructed
hereunder
upon their
land.

13. The Company may connect with the said junctions and sidings coloured red upon their own land any other junctions or sidings that may be laid down or constructed for their own use or for the use of any other person and for that purpose the Company may alter the construction or position of the said junctions and sidings coloured red to such an extent as the engineer shall think requisite care being taken to interfere as little as possible with the accommodation of the Licensees and in every such case the Company or the person for whom such new junctions or sidings shall be laid down as the case may be shall have full liberty to use the said junctions and sidings upon the Company's land and also such parts thereof as shall be altered or relaid in common with the Licensees for the purpose of passing traffic or wagons to and from the Company's railway Provided always that the Company or such person as aforesaid (as the case may be) shall be required to pay or allow to the Licensees such proportion of the expenses incurred under Articles 1 and 3 hereof as the general manager of the Company shall consider reasonable and the said general manager shall direct the time and mode of such payment or allowance.

Lien clause.

14. The Company shall at all times have a general lien on the said junctions and sidings coloured red and any other property of the Licensees upon their land for all moneys owing to them from the Licensees under the terms of this agreement or for freight or carriage and if the said moneys are not paid on demand the Company may remove and sell or otherwise dispose of the said junctions and sidings and such other property of the Licensees as aforesaid or any part

thereof respectively and out of the proceeds pay and satisfy all such moneys as well as the expenses incidental to such removal and sale or other disposal. A.D. 1918.

15. The Licensees shall not assign or part with their interest under this agreement except to the successors or assigns of their undertaking nor permit any corporation or person to use the said sidings or any part thereof without the previous consent in writing of the Company. Licensees not to assign

16. In case the Licensees shall for any period of three consecutive calendar months fail for any reason other than a strike or lock-out at their works to send or receive over the railway from or at the said siding a reasonable amount of traffic having regard to the other methods of transport open to and used by the power company or in case the Licensees shall become bankrupt or go into liquidation or shall not regularly make the payments and duly perform and observe the stipulations and agreements on the part of the Licensees hereinbefore provided for and contained the Company may determine this agreement and may thereupon at their option (a) disconnect the said junctions and sidings coloured red from their railway and take up and remove so much of the said junctions and sidings as may be on their land and dispose of the materials thereof as they may think fit paying to the Licensees the surplus (if any) of the moneys to arise from any such disposal after first defraying and reimbursing thereout all expenses of and incidental to such removal and disposal and all sums owing to them by the Licensees under the terms of this agreement or for freight or carriage or (b) disconnect so much of the said junctions and sidings as may be on their own land from the sidings on the Licensees' land and purchase so much of the said junctions and sidings as may be on their land from the Licensees at a price representing the then value of the materials forming the same in which case the Company shall pay to the Licensees the balance (if any) of such price after first defraying and reimbursing thereout all sums owing to the Company by the Licensees under the terms of this agreement or for freight or carriage. But without prejudice in either case to any other rights or remedies of the Company against the Licensees in respect of any such non-payment or breach or non-observance as aforesaid. Any dispute between the parties hereto as to the value of the materials forming the said junctions and sidings shall be referred to and settled by an arbitrator appointed upon the request in writing of the parties by the President of the Institution of Civil Engineers and the decision of such arbitrator shall be final. Termination of arrangement in certain events.

17. The Licensees shall pay the costs of this agreement and of a duplicate thereof. Costs of agreement.

18. This agreement is made subject to the sanction of Parliament provided that if the Committee on the Bill make any material alteration

[Ch. xliii.] *Shropshire, Worcestershire and Staffordshire Electric Power Act, 1918.* [8 & 9 GEO. 5.]

A.D. 1918. in the agreement it shall be competent to either of the parties hereto to withdraw therefrom.

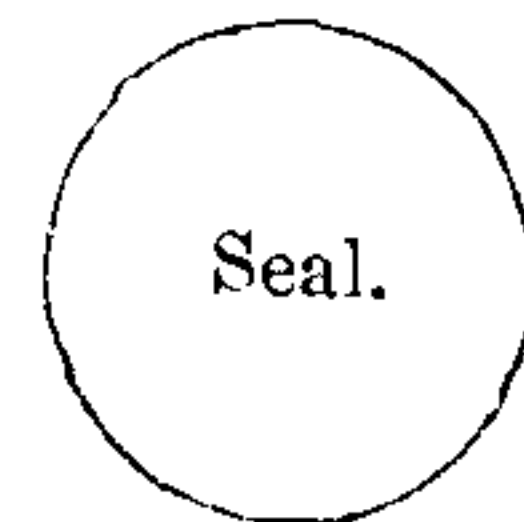
In witness whereof the Company and the Licensees have caused their respective common seals to be hereunto affixed the day and year first before written.

The common seal of the Shropshire Worcestershire and Staffordshire Electric Power Company was here-
unto affixed in the presence of



WM. L. MADGEN
C. SHIRREFF HILTON } Directors.
B. KINGSFORD Secretary.

The common seal of the Great Western Railway Com-
pany was hereunto affixed in the presence of



A. E. BOLTER Secretary.

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