



### CHAPTER clxvii.

An Act to confer further powers upon the London and South Western Railway Company with respect to their own undertaking and to confirm an agreement for the working by the Company of the Torrington and Okehampton Railway and to confer upon the Company and the Waterloo and City and the London Brighton and South Coast Railway Companies further powers with respect to undertakings in which they are jointly interested and for other purposes. [6th August 1897.] A.D. 1897.

**W**HEREAS it is expedient that the London and South Western Railway Company (in this Act called "the Company") be authorised to widen improve and deviate their existing lines in manner herein-after provided and to construct the new railway and other works herein-after described and in connexion with the deviation by this Act authorised of their Ludgate Branch to deviate the West London Extension Railway :

And whereas it is expedient that the Company be empowered to hold certain lands which have been already acquired by them and that they be authorised to purchase and acquire additional lands and buildings for the improvement of their railways and the general purposes of their undertaking :

And whereas it is expedient to make provision with reference to the conveyance of land to the Company by the mayor aldermen and burgesses of the borough of Barnstaple (in this Act called "the Corporation of Barnstaple") and the mayor aldermen and burgesses of the borough of Bournemouth (in this Act called "the Corporation of Bournemouth") :

And whereas the Torrington and Okehampton Railway Company (herein-after called "the Torrington Company") and the Company have entered into the agreement a copy of which is set forth in the Third Schedule to this Act for the working and maintenance by the

A.D. 1897. — Company of the railway of the Torrington Company and it is expedient that that agreement be confirmed :

And whereas it is expedient to empower the Company and the Waterloo and City Railway Company or either of them to acquire certain lands and to execute the works herein-after described :

And whereas it is expedient to empower the Company and the London Brighton and South Coast Railway Company or one of them to execute the works herein-after described :

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 plans and sections of the works authorised by this Act the plans showing also the lands required for the purposes of the said works and plans of the other or additional lands which may be compulsorily taken under the powers of this Act and books of reference to such plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands respectively were duly deposited with the respective clerks of the peace for the counties of London Middlesex Southampton Surrey Wilts Berks and Dorset and are herein-after respectively referred to as the deposited plans sections and books 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 Queen's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows (that is to say) :—

Short title. 1. This Act may be cited as the South Western Railway (Various Powers) Act 1897.

Incorporation of general Acts. 2. The provisions of the Companies Clauses Consolidation Act 1845—

With respect to the distribution of the capital of the Company into shares ;

With respect to the transfer or transmission of shares ;

With respect to the payment of subscriptions and the means of enforcing the payment of calls ;

With respect to the forfeiture of shares for non-payment of calls ;

With respect to the remedies of creditors of the Company against the shareholders ;

With respect to the borrowing of money upon mortgage or bond; A.D. 1897.

With respect to the conversion of the borrowed money into capital;

With respect to the consolidation of the shares into stock;

With respect to the giving of notices; and

With respect to 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 Part I. (relating to the construction of a railway) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

3. The several words and expressions to which by the Acts in whole or in part incorporated with this Act meanings are assigned have in this Act the same respective meanings unless there be something in the subject or context repugnant to such construction. The expression "the metropolis" means the metropolis as defined by the Metropolis Management Act 1855 and the expression "superior courts" or "court of competent jurisdiction" or any other like expression in this Act or any Act in whole or in part incorporated with this Act shall for the purposes of this Act be read and have effect as if the debt or demand with respect to which the expression is used were a common simple contract debt and not a debt or demand created by statute. Interpretation.

4. The expressions "parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and to the Waterloo and City Railway Company or either of those companies and as regards those parishes or places within the metropolis in which by the Standing Orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively and as regards those parishes in which there are no parish clerks mean the parish clerk of some adjoining parish. Interpretation of "parish clerks" &c.

5. Subject to the provisions of this Act the Company may make 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 some or one of those works Power to make works.



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or some part or parts thereof respectively together with all proper and sufficient bridges viaducts rails sidings junctions turntables stations banks sluices drains culverts dams groynes walls approaches roads buildings yards and other works and conveniences connected therewith and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as may be required for those purposes. The works hereinbefore referred to and authorised by this section are—

- (1) A widening and improvement (No. 1) of the Company's main line of railway on its western side between a point about  $\frac{1}{2}$  a chain south of the southern side of Strath Terrace and a point about  $\frac{1}{4}$  of a chain north-westward of the north-western side of Saint John's Hill :
- (2) A widening and improvement (No. 2) of the Company's Windsor line on its northern side between Plough Road and a point about  $2\frac{1}{4}$  chains eastward from Henley Street :
- (3) A deviation (No. 1) 3.92 chains or thereabouts in length of the Company's Ludgate branch on its northern side between the junction thereof with the Company's Windsor line and a point about  $4\frac{1}{4}$  chains measured along the said branch from the said junction :
- (4) A deviation (No. 2) 2 furlongs and 3.82 chains or thereabouts in length of the West London Extension Railway Company's Branch (No. 2) between Falcon Road and a point about 25 chains measured along the said branch (No. 2) in a northerly direction from Falcon Road :
- (5) A deviation (No. 3) 1 furlong and 1.15 chains or thereabouts in length of the West London Extension Railway Company's Branch (No. 3) between Culvert Road and a point about  $11\frac{1}{2}$  chains measured along the said branch (No. 3) in a westerly direction from that road :

All the works above described will be made or situate in the parish of Saint Mary Battersea in the county of London :

- (6) A widening and improvement of the Company's main line of railway on its southern side commencing in the parish of Basing in the county of Southampton and terminating in the parish of Woking in the county of Surrey :

Provided always that the Company shall not purchase or acquire for the purposes of the said widening and improvement any land or property of the London Necropolis and National Mausoleum Company (herein-after called "the Necropolis Company") other than that shown on a plan signed by Sam. Bircham on behalf of the Company and by Henry D. Kimber on behalf of the Necropolis Company and

in accordance with and subject to the terms and conditions of an agreement dated the fifteenth day of March one thousand eight hundred and ninety-seven signed by the said Sam. Bircham on behalf of the Company and by the said Henry D. Kimber on behalf of the Necropolis Company : A.D. 1897.

- (7) A railway 5 furlongs and 0·42 chains or thereabouts in length wholly in the parish of Pirbright in the county of Surrey commencing at a point about 30 chains measured along the Company's Aldershot branch in a south-westerly direction from Pirbright Junction signal box and there forming a junction with the existing up line of rails of the said branch and terminating on the northern side of the Company's main line at a point about 19 chains measured in an easterly direction along the said main line from the aforesaid signal box :

And upon the completion and opening for public traffic of the said railway the Company may discontinue and remove so much of the existing up line of rails aforesaid as will be rendered unnecessary by the construction of the new railway above described and authorised by this Act :

- (8) A widening and improvement of the Company's Farnham Alton and Winchester Railway on its north-western side commencing in the parish of Alton in the county of Southampton and terminating in the parish of Farnham (urban) in the county of Surrey :

- (9) A diversion in the parish of North Stoneham in the county of Southampton of the road known as Wide Lane between two points distant respectively about  $13\frac{1}{2}$  chains southward and  $5\frac{1}{2}$  chains northward from the centre of the level crossing of that road over the Company's main line of railway together with a bridge for carrying the diverted road over the said main line :

And upon the completion and opening to the public of such diversion and bridge the Company may stop up the existing road between those two points :

- (10)—(A) A new road (A) in the parish of Fisherton Anger in the county of Wilts commencing by a junction with the Wilton Road and terminating by a junction with the new road (B) herein-after described ;

(B) A new road (B) in the said parish of Fisherton Anger commencing at a point about  $10\frac{1}{2}$  chains westward from the western end of the road called Churchfield and terminating by a junction with the said road called Churchfield at its western end :

A.D. 1897. — And upon the completion and opening to the public of the said new roads (A) and (B) lastly described the Company may stop up and close the public footpath and occupation road now leading from the western end of the said road called Churchfield to the point of commencement as above described of the new road (B) above described authorised by this Act and may close Finch's Lane from its junction with Wilton Road southwards to the southern end of the level crossing of that lane over the railways of the Company and of the Great Western Railway Company and the site and soil of so much of the existing public footpath and occupation road above described as may be rendered unnecessary by the construction of the new road (B) above described shall on the completion of such road vest in the Company freed and discharged from all public and other rights of way and other rights and the Company may stop up and discontinue for traffic so much of Finch's Lane as lies between the fences of the Company's railway.

For protection of  
West London  
Extension  
Railway  
Company.

6. In carrying out the construction of the widening No. 2 and the deviations Nos. 1 2 and 3 by this Act authorised so far as the same affect the railways works lands or property of the West London Extension Railway Company (herein-after called "the Extension Company") the following provisions for the protection of the Extension Company shall apply and have effect:—

- (1) Before the Company interfere with the portions of the railway of the Extension Company intended to be deviated or interrupt the traffic thereon they shall complete the deviations Nos. 2 and 3 by this Act authorised in accordance with the provisions of this section and shall give possession of the same to the Extension Company:
- (2) The Company shall construct the widening No. 2 and the deviation No. 1 so far as the same pass over adjoin or affect the railways lands or works of the Extension Company so as to leave undisturbed at all times the lines of railway and other works connected therewith of the Extension Company and so as in no way to obstruct impede or interfere with the free uninterrupted and safe use of the railways of the Extension Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the Extension Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction:
- (3) The Company shall carry the said widening No. 2 and the deviation No. 1 where the same are intended to cross over the branch No. 1 of the Extension Company and shall carry the



said widening No. 2 where the same is intended to cross over the main line of the Extension Company by means of wrought iron or steel girder bridges with wrought iron or steel flooring of spans and headways in continuation of and of not less dimensions than those of the existing adjoining bridges carrying the railways of the Company over the railways of the Extension Company and the Company shall for ever maintain such headways :

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- (4) The Company shall construct the deviations Nos. 2 and 3 and also the widening No. 2 and the deviation No. 1 where such last-named works pass over adjoin or affect the railways of the Extension Company and the works necessary and incident thereto in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the engineers for the time being of the Extension Company (herein-after referred to as "the said engineers") and the Company shall not commence the construction of any of the said works or enter upon or interfere with any land works or property belonging to or used by the Extension Company until such plans sections and specifications have been so submitted and approved. Provided always that if the said engineers shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same and in case of the said engineers and the engineer of the Company failing to agree then the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed as herein-after provided :
- (5) The said works herein-before mentioned and provided for shall so far as they affect the works of the Extension Company be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said engineers and the Company shall bear and on demand pay to the Extension Company any expense of any kind to which that company may be put by reason of the construction of the said works :
- (6) The Company shall not except with the previous consent of the Extension Company under their common seal purchase or acquire for the purposes of the said widening No. 2 and the deviation No. 1 where the same will be carried over the branch No. 1 and the main line of the Extension Company any

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lands or property of the Extension Company but the Company may purchase and take and the Extension Company shall sell and grant accordingly an easement or right of using so much of the lands of the Extension Company as may be necessary for the construction of the said works in accordance with the provisions of this section and shall pay to the Extension Company for such easement to be acquired by them such sum either annually or otherwise as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement and the easement so to be taken shall be deemed to be lands so far as respects the proceedings for the acquisition thereof and also for the purpose of such arbitration :

- (7) During the construction of the said works the Company shall bear and on demand pay to the Extension Company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :
- (8) If the Extension Company shall at any time hereafter be desirous of widening their main line and branch No. 1 or either of them the Company upon receiving notice from the Extension Company of their desire in that behalf shall at their own expense in all things make openings or an opening in the embankments to be constructed for the purposes of the widening No. 2 by this Act authorised of sufficient width in each case to enable the Extension Company to lay down two additional lines of rails such openings to be in continuation of the openings provided for in the agreement of the thirtieth day of July one thousand eight hundred and eighty-five made between the Company of the one part and the Extension Company of the other part and shall at their own expense construct the said widening No. 2 over such openings or opening by means of girder bridges or a girder bridge to be similar to and in continuation of the girder bridges or one of the girder bridges to be constructed as herein-before provided for and to be of a span sufficient for two lines of rails :



(9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the Extension Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the said works of the Company or of the acts or omissions of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the Extension Company from all claims and demands upon or against them by reason of such execution or failure or of such acts or omissions : A.D. 1897.

(10) If by or in consequence of the execution of the works of the Company hereby authorised it becomes necessary to add to alter or change the position of any signals signal posts or other like works upon the railways of the Extension Company the same shall be so added to altered or moved by the Extension Company and the reasonable expense thereof shall be paid on demand to them by the Company :

(11) If any difference shall arise between the respective engineers of the Company and the Extension Company such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Extension Company :

(12) The Company and the Extension Company may agree for any variation or alteration upon and within the lands belonging to them respectively in the works in this section provided for or in the manner in which the same shall be executed.

7.—(1.) When the deviations Nos. 2 and 3 of the West London Extension Railway by this Act authorised shall have been completed and shall be ready for public traffic the same shall be vested in the West London Extension Railway Company (herein-after referred to as “the Extension Company”) and the said deviations shall for all purposes (including the levying of tolls rates and charges in respect thereof) constitute part of the West London Extension Railway and the site of the portions of the said railways of the Extension Company which the Company may require for the construction of the said widening No. 2 shall vest in and become the property of the Company the land required for the said deviations Nos. 2 and 3 to be constructed under the provisions of this Act shall be conveyed by the Company to and shall vest in the Extension Company free from any charge cost or expense to the Extension Company and

Vesting  
portion of  
West London  
Extension  
Railway  
when  
deviated in  
owners of  
that railway.

[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 VICT.]

A.D. 1897. shall in the case of deviation No. 2 extend to the north-east side of Falcon Road Bridge and in the case of deviation No. 3 to the west side of Culvert Road Bridge.

(2.) The Company shall pay to the Extension Company the value of any land taken from the Extension Company as shall be in excess of the quantity of land which will form the site of the said deviations Nos. 2 and 3.

(3.) The value of such land together with interest at the rate of four per centum per annum from the date at which the Company take possession thereof until payment if not agreed to be settled by arbitration as provided by the Lands Clauses Acts.

Facilities to West London Extension Railway Company.

8. The Company shall at all times hereafter afford to the Extension Company all such facilities over the widened and altered railways of the Company as will secure to the Extension Company proper and convenient access to Clapham Junction Station and the platforms works and conveniences connected therewith.

Limiting quantity of common land to be taken.

9. Notwithstanding anything in this Act contained the Company shall not for the purposes of the widening and improvement of the Company's main line of railway in the counties of Southampton and Surrey by this Act authorised acquire any greater quantity in the aggregate than two roods and twenty perches of the common or commonable lands known as Newnham otherwise Hook Common in the parishes of Newnham and Nately Scures in the county of Southampton.

Height and span of bridges.

10. The Company may make the arches of the bridges for carrying the railways or widenings authorised by this Act over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

Work.	No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
				ft. in.	ft. in.
WORK NO. 6.— Widening &c. of main line Basingstoke to Woking.	6	Basing	- Public -	15 0	19 10
	21	Basing	- Public -	12 3	14 1
	32	Basing	- Public -	15 0	14 9
	3	Newnham	- Public -	15 0	19 10
	20	Newnham	- Public -	13 0	15 0
	17	Winchfield	- Public -	15 0	19 8
	4	Elvetham	- Public -	15 0	19 10
	11	Hawley	- Public -	11 2	15 2
	6	Cove	- Public -	14 5	15 3

[60 & 61 Vict.] *South Western Railway (Various Powers) Act, 1897.* [Ch. clxvii.]

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Work.	No. on Deposited Plans.	Parish.	Description of Road.	Height.	Span.
				ft. in.	ft. in.
WORK No. 6.— Widening &c. of main line Basingstoke to Woking—cont.	16	Cove -	Public -	13 3	15 0
	13	Farnborough -	Public -	12 9	18 0
	24A	Pirbright -	Public -	13 8	14 10
	28	Pirbright -	Public -	15 0	14 11
	6	Woking -	Public -	15 0	14 11
	8	Woking -	Public -	14 2	17 2
	19	Woking -	Public -	14 8	20 0
WORK No. 7.— Railway at Pirbright.	13 & 16	Pirbright -	Public -	15 0	20 0
WORK No. 8.— Widening &c. of Farnham Alton and Winchester Railway—Alton to Farnham.	4	Alton -	Public -	13 6	20 0
	3	Holybourne -	Public -	12 11	20 0
	6	Holybourne -	Public -	13 0	20 0
	3	Tithing of Neatham or parish of Holybourne.	Public -	14 0	20 0
	13	Binsted -	Public -	14 6	20 0
	8	Farnham (rural).	Public -	13 6	20 0
	11	Farnham (rural).	Public -	14 6	25 0

11. The Company may make the roadway over the bridges by which the following roads will be carried over the railways or widenings authorised by this Act 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) :—

Widths of  
certain road-  
ways.

Work.	No. on Deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
				ft. in.
WORK No. 6.— Widening &c. of main line Basingstoke to Woking.	28	Basing -	Public -	15 0
	13	Newnham -	Public -	20 4
	15	Newnham -	Public -	24 0
	6A	Nately Scures -		
	4	Odiham -	Public -	24 0
	18	Odiham -	Public -	14 10
	5	Winchfield -	Public -	20 0



[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

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Work.	No. on Deposited Plans.	Parish.	Description of Roadway.	Width of Roadway.
				ft. in.
WORK NO. 6.— Widening &c. of main line Basingstoke to Woking—cont.	11	Winchfield -	Public -	24 0
	11	Elvetham -	Public -	15 0
	8	Fleet -	Public -	15 5
	5	Hawley -	Public -	11 10
	6	Farnborough -	Public -	24 0
	19	Frimley -	Public -	15 2
	4	Pirbright -	Public -	11 6
	6	Pirbright -	Public -	9 10
	17	Woking -	Public -	15 1
WORK NO. 8.— Widening &c. of Farnham Alton and Winchester Railway—Alton to Farnham.	3	Froyle -	Public -	20 2
	4	Binsted -	Public -	19 11
	19	Binsted -	Public -	20 6
	2	Farnham (urban)	Public -	20 2
	7	Farnham (urban)	Public -	19 11

Power to  
divert roads  
as shown on  
deposited  
plans.

12. The Company may divert the public highways referred to in the next following table in the manner shown upon the deposited plans and sections and when and as in each case the new portion of any road is made to the satisfaction of two justices and is open for public use may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by the new portion of road (that is to say):—

Work.	Parish.	No. of Road on Deposited Plans.
WORK NO. 4.—Deviation No. 2 -	Saint Mary Battersea -	190
WORK NO. 2.—Widening No. 2 -	Saint Mary Battersea -	327 & 328
	Basing -	8
	Basing -	23
	Newnham -	6
WORK NO. 6.—Widening &c. of main line Basingstoke to Woking.	Nately Scures -	5
	Winchfield -	5
	Elvetham -	13
	Hawley -	6
	Pirbright -	20
	Pirbright -	24
WORK NO. 7.—Railway at Pirbright.	Pirbright -	16 & 13

And when and so soon as such portion of each of the said roads is so stopped up all rights of way over the same shall cease. A.D. 1897.

13. In altering for the purposes of this Act the road in the parish of Odiham in the county of Southampton numbered 4 on the deposited plans the Company shall not make the same of an inclination steeper than 1 in 30 provided that nothing in this Act or in any Act incorporated herewith shall require the Company to maintain the said road on the south side of the widening authorised by this Act for a greater length than thirty-five yards from the centre line of such widening. As to alteration of road in Odiham.

14. With reference to the works authorised by this Act to be constructed within the county of London the following provisions shall have effect:— Provisions as to works in county of London.

(1) In this section the expression "the council" means the London County Council and the expression "the vestry" as regards lands or works in the parish of Saint Mary Battersea the vestry of that parish and as regards lands or works in the parish of Lambeth the vestry of that parish :

(2) Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the council or of the vestry under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the council or the vestry or shall or may in any way affect the sewerage or drainage of the districts under their control or under the control of one or more of them the Company shall not commence such works until they shall have given to the council or to the vestry as the case may be twenty-one days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council or of the vestry as the case may be for the time being with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until the council or vestry respectively shall have signified their approval of the same unless the council or vestry as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the council and of the vestry as the case may be in the execution of the said works and shall provide by new altered or substituted works in

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such manner as the council and the vestry respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the council and the vestry against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the council or vestry as the case may be at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council or vestry may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council or to the vestry by the Company within two months after demand and when any new altered or substituted works as aforesaid or any works or 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 be as fully and completely under the direction jurisdiction and control of the council or vestry as the case may be respectively as any sewers or works now or hereafter may be :

(3) As regards sewers belonging to the council or vestry respectively situate in any of the lands to be taken or of the streets to be stopped up and appropriated under the powers of this Act the Company shall at the option of the council or the vestry as the case may be either—

(A) Leave the said sewers or any of them undisturbed providing suitable means (to be approved by the council or the vestry as the case may be) for relieving the sewers from any weight of buildings if erected over the same also providing proper means of access and reserving for the council or the vestry as the case may be full rights of access thereto ; or

(B) Divert the said sewers so far as they are situate within the said streets and lands substituting at their own expense new sewers therefor of increased length if necessary together with all necessary works in connexion therewith the whole to be executed to the satisfaction of the council or the vestry as the case may be :

(4) Notwithstanding anything in this Act or on the deposited plans and sections all bridges to be constructed by the Company



for carrying any road or street over the railway shall be constructed so as not to lessen the present clear width of such road or street including the footway or footways and in no case shall any such bridge be of less width between the parapets thereof than 40 feet measured on the square and every such bridge shall be so covered or fenced as to prevent as far as may be reasonably practicable the escape of steam smoke or other offensive effluvia into any such road or street : A.D. 1897.

- (5) Notwithstanding anything in this Act or on the deposited plans and sections the bridges or works next herein-after mentioned shall be constructed as girder bridges and shall have a clear headway throughout above the existing surface of the street or road and a clear span throughout measured on the square in each case not less than the headways and spans herein-after mentioned (that is to say) :—

Parish.	Name of Road.	No. on Deposited Plan.	Headway.	Span at right angles to Road.
			ft. in.	ft. in.
Saint Mary Battersea -	Falcon Road -	172	17 0	40 0 at southern end 53 0 at northern end
Saint Mary Battersea -	Latchmere Road	270	17 0	40 0
Saint Mary Battersea -	Culvert Road	280	13 6	40 0

- (6) Nothing in this Act shall authorise the Company to alter or extend the bridge over Plough Road numbered No. 2 on the deposited plans or to alter or interfere with the said road otherwise than with the consent in writing of the council and the vestry :

- (7) Where any bridges constructed reconstructed or widened under the powers of this Act shall with other bridges adjoining or contiguous thereto whether the property of the Company or not cover a length of road of 80 feet or upwards it shall be lawful for the vestry to place and fix under such bridges such lamps as the vestry may deem necessary not exceeding one lamp in every 60 feet for the proper and effectual lighting by day and by night of the roadway under such bridges by gas or electricity whichever may be in general use in the road on either side of such bridge and thereafter the Company shall pay the vestry the cost of providing erecting and maintaining the said lamps and lighting them as aforesaid :

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- (8) In constructing or altering the bridges which under the powers of this Act the Company are authorised to construct or alter they shall face the abutments of such bridges and the Company's bridges adjoining or contiguous thereto including any air spaces between such bridges with white glazed bricks from 18 inches above pavement level to the underside of the girders and provide and fix a plinth for the said 18 inches of stonework or other material to the satisfaction of the vestry and shall at all times keep the surface of such bricks and stonework clean and in good repair to the satisfaction of the vestry :
- (9) The Company shall in constructing widening No. 2 by this Act authorised provide two openings over Falcon Road of not less than 6 feet each in width unless otherwise agreed with the vestry and of a length equal to the span of the bridge and such openings shall be so placed as to divide as nearly as practicable into three equal portions the Company's bridge over the said road carrying both the existing and widened portion of the railway :
- (10) The Company shall not widen their Ludgate Hill Branch Railway at the point where it crosses over Latchmere Road except on the north side of such railway and they shall not widen the bridge carrying their said railway over the said road to any greater extent in any part than 5 feet and the widening No. 2 where it will cross over Latchmere Road shall not be brought nearer to the said Ludgate Hill Branch Railway than 35 feet measured along the centre of the road Before the completion of the said widening the Company shall provide two ventilators on each side of the existing roadway to be constructed and taken out through the abutment walls such ventilators to be 2 feet in width and not less than 4 feet in length on the permanent way of the Company's railway :
- (11) All bridges and works fronting on public roads or streets and constructed under the powers of this Act shall be of a reasonably ornamental character and design and shall so far as is reasonably practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any street road area or forecourt and so as to deaden the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height of not less than 6 feet above the rail level The Company shall also construct all new boundary and retaining walls of and in connexion with the works authorised by this Act and which

shall face or abut upon any road or street of a reasonably  
ornamental character to the satisfaction of the vestry : A.D. 1897.

(12) The Company shall not execute or commence the erection of any such bridge or works as aforesaid until they shall have given to the council twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and other necessary particulars of the construction of the said bridge and works and until the council shall have signified their approval of the same unless the council fail to signify such approval or their disapproval or other directions within twenty-one days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid and the Company shall comply with and conform to all reasonable directions and regulations of the council in the execution and subsequent maintenance of every such bridge and the works connected therewith and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses which the council may be put to by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company within two months after demand :

(13) The Company if and when they stop up any streets whether thoroughfares or not or break up or in any way interfere with the surface of such streets under the powers of this Act shall make up and complete the footway paving and channels thereof to the reasonable satisfaction of the vestry :

(14) The proposed diversion of road shown on the deposited plans between Sheepcote Lane and Longhedge Street shall unless otherwise agreed to with the council and the vestry be so constructed that the northern line of frontage thereof shall extend from the south-easternmost corner of the property numbered 313B on the deposited plans to the northern corner of the property numbered 326 on the said plans opposite Longhedge Street and the proposed diversion of road between Rollo Street and Russell Street shall be constructed as far to the northward as the limits of deviation shown on the deposited plans will permit :



[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

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Every diversion of a street road or way shall be of not less width than 40 feet clear :

(15) Any paving metalling or other road material excavated or displaced by the Company in the construction of the works authorised by this Act from the surface of any road to be stopped up under the powers of this Act and under the jurisdiction or control of the vestry or under the surface to a depth of twelve inches and the gully and ventilating gratings and manhole covers in such road shall be the property of the vestry and the Company shall when required deliver the said paving metalling or other road material gratings and covers to the surveyor for the time being of the vestry or to such person or persons as he may appoint to receive the same at the depôt of the vestry which may be nearest to the work then in progress or otherwise as may be agreed :

(16) The Company shall not commence any building upon the land acquired under this Act in Nine Elms Lane until they have given twenty-eight days' notice in writing to the council of their intention to commence the same and the council may at any time within two months after such notice has been given to them require that the buildings shall be set back so as to secure increased width of thoroughfare and space in front of such building to such an extent (if any) as in default of agreement between the council and Company may be determined to be proper and reasonable by an arbitrator to be appointed on the application of either of them by the Board of Trade and the Company shall thereupon set the same back accordingly The arbitrator shall in determining the purchase-money to be paid by the council have regard to the cost of complying with the requirements of the council and to all the circumstances affecting the same :

(17) If the Company construct under the powers of this Act any new bridge over Culvert Road they shall in such new bridge provide two ventilators on each side of the existing roadway to be constructed and taken out through the abutment walls the ventilators to be 2 feet in width and not less than 4 feet in length on the permanent way of the railway The Company shall at the expiration of six months' notice by the vestry requiring them so to do reconstruct the bridge carrying their existing railway over the said Culvert Road so that it shall have a clear span throughout of not less than 40 feet and a clear headway throughout of not less than 13 feet and 6 inches and the abutments of such bridge shall be carried down to such a depth below the present surface of the road as may be necessary

to admit of the lowering of the present surface of the road to such an extent and in such manner as the council and the vestry may require in order to give a better headway but not exceeding 15 feet The Company shall proceed with the reconstruction of the said bridge in manner aforesaid with reasonable despatch after the expiration of the said notice and when the said bridge shall be completed the vestry shall contribute towards the cost of the works a sum equal to two-thirds of the total cost unless otherwise agreed :

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- (18) Notwithstanding anything in this Act contained the Company shall not acquire any land within the limits of deviation the freehold of which belongs to the vestry except such portion of number 407 on the deposited plans for the parish of Saint Mary Battersea as is shown on a plan signed by John Thomas Pilditch on behalf of the vestry and Sam. Bircham on behalf of the Company and coloured red thereon The Company will on the acquisition of the said piece of land at their own expense carry out all works rendered necessary to the vestry in consequence thereof to the satisfaction of the vestry.

15. The following provisions for the protection of the South London Tramways Company (in this section called "the tramways company") shall be observed and carried into effect (that is to say) :—

For protection of South London Tramways Company.

- (1) If in carrying out widenings Nos. 1 and 2 where the same are respectively carried under Saint John's Hill and over Falcon Lane or in carrying out the work of altering widening or reconstructing the bridge carrying Saint John's Hill over the said widening No. 1 or the Company's railway it shall be necessary or expedient to remove or interfere with the tramways of the tramways company which pass along the said roads or any part thereof the Company shall at their own expense under the superintendence and to the reasonable satisfaction of the engineer of the tramways company construct and maintain so long as occasion may require a temporary tramway or temporary tramways in lieu of the tramways or part of a tramway so removed or the working of which has been so interfered with that at all times during the progress of such works the tramcars of the tramways company may pass and repass along the said roads without any interruption and the Company shall during the progress of and until the completion of such works provide such lighting and watching as may be necessary to prevent accidents to all persons animals and vehicles using the existing or temporary tramways or the roads in which the same are laid and on completion of such works the tramways company may



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at the expense of the Company restore the said tramways and so much of the said roads as they are liable to maintain as may be disturbed by the Company in the exercise of the powers of this Act to as good a state and condition as the same were in before the commencement of such works and the Company shall be responsible for and make good to the tramways company and recoup and indemnify them against all claims sums damages loss costs and expenses which they may be put to in such restoration or by reason of the carrying out of such widening of the work of altering widening or reconstructing of the said bridge or in carrying on and continuing their traffic during the progress thereof or from the failure of any works to be done under the powers of this Act or from any act or omission of the Company or any persons in their employ or their contractors or others and the tramways company may recover the same in any court of competent jurisdiction :

(2) If any dispute or difference shall arise between the Company and the tramways company or their respective engineers as to the execution of the works to be done by the Company under the powers and provisions of this Act the same shall be referred to and settled by an engineer to be agreed upon between the Company and the tramways company or failing such agreement by an arbitrator to be appointed on the application of either the Company or the tramways company by the Board of Trade :

(3) The Company and the tramways company may enter into and carry into effect agreements for any variation of the provisions of this section.

**16.** For the protection of the Gas Light and Coke Company (in this section referred to as "the gas company") the following provisions shall have effect (that is to say) :—

(A) All works matters or things which under the provisions of the Railways Clauses Consolidation Act 1845 or this Act the Company may be empowered or required to do or execute with reference to the mains pipes syphons or other works of the gas company shall be done and executed by and at the cost of the Company but to the reasonable satisfaction and under the direction of and in such manner as shall be required by the engineer of the gas company and such works matters or other things shall not be commenced until after fourteen days' previous notice thereof in writing shall have been given to the gas company and the Company shall not lay down any such mains

For protection of Gas Light and Coke Company.



pipes syphons or other works contrary to the regulations of any Act of Parliament relating to the gas company. Provided always that if the gas company shall elect themselves to execute any portion of the works matters and things which the Company may by this Act be empowered or required to do or exercise with reference to or affecting the mains pipes syphons apparatus or other works of the gas company and of such their election shall give seven days' notice in writing to the Company by leaving the same at their head office the gas company may themselves execute that portion of the said works matters and things and the reasonable expense of and incident to the executing the same shall be repaid by the Company to the gas company on demand and such expense may be recovered from the Company in any court of competent jurisdiction: A.D. 1897.

- (b) And whereas there are divers mains pipes syphons and other apparatus belonging to the gas company in divers streets highways roads footpaths lanes courts passages and other places within the limits shown on the deposited plans which are now used by the gas company for supplying gas to the streets highways roads footpaths lanes courts passages and other places aforesaid and such streets or other places or some of them will or may be done away with under the powers of this Act Therefore when the Company for any purposes of this Act take any of those mains pipes syphons or other apparatus they shall be and remain the property of the gas company and they shall be at liberty to remove the same and the Company shall pay to the gas company their reasonable charge of removing or altering any of the mains pipes syphons or other apparatus in immediate communication therewith which the works of the Company shall render useless or which shall require to be altered:
- (c) If any interruption whatever in the supply of gas by the gas company or any loss of gas shall be in any way occasioned or sustained by any act or omission of the Company or by the 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 such interruption for the use and benefit of the gas company the sum of ten pounds for every hour during which such interruption shall continue:
- (d) It shall be lawful for the gas company and the engineers workmen and others in their respective employ at all times when it may be necessary upon giving due notice to enter upon the lands works and premises of the Company at any point or

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place where there are existing any mains or pipes of the gas company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing or altering such apparatus under or over the same lands and premises Provided always that in so doing the gas company their engineers or workmen or others in the employ of the gas company shall not interrupt the user of any of the works by this Act authorised And provided also that the gas company shall make good and reimburse to the Company all damages to the works by this Act authorised occasioned by the exercise of the powers by this section reserved the amount of such damages to be recoverable by the Company in any court of competent jurisdiction :

(E) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the gas company all costs losses damages and expenses which may be occasioned to the gas company or to any of their mains pipes syphons apparatus property works and conveniences including any loss of gas or interruption in the supply of gas by the gas company and all injury or loss by explosion or otherwise through by reason of or consequent on the execution user or failure of any of the intended works or through by reason of or consequent on any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others or by reason of or consequent on any subsidence caused by the railway of the Company or any works authorised by this Act to be done by the Company and the Company will effectually indemnify and hold harmless the gas company from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission or subsidence or matter or thing aforesaid :

(F) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the gas company are situate the Company shall give notice to the gas company and shall whenever the Company's works are or are intended to be executed within a horizontal distance of five feet of the perpendicular line through a main of the gas company or within a vertical distance of fifteen feet of the horizontal line through a main of the gas company if required 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 such plans sections and

descriptions shall be delivered to the gas company at least fourteen days before the commencement of any such work. 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 alter the position of such apparatus or to support the same 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 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 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. And 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 the completion thereof pay to the gas company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction:

- (g) In the event of such plans sections and descriptions 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:
- (h) The gas company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the gas company 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 to be recovered against the Company in any court of competent jurisdiction:
- (j) The fact that any work or thing has been done or executed in accordance with any plan not objected to or approved by the gas company or with any requirement of the gas company or in accordance with any direction or award of an arbitrator shall not excuse the Company from paying or making good to the gas company under this Act any costs losses damages expenses



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(K) Any difference arising between the Company and the gas company respecting any of the matters referred to in this enactment and any disagreement within section 19 of the Railways Clauses Consolidation Act 1845 shall be referred to and settled at the request of either party by an engineer to be appointed as arbitrator by the President for the time being of the Institution of Civil Engineers.

For protection of Southwark and Vauxhall Water Company.

17.—(1.) Before commencing any works by this Act authorised in or under any street in or under which any mains pipes syphons plugs or other works (herein-after called "apparatus") of the Southwark and Vauxhall Water Company (herein referred to as "the water company") are situate the Company shall from time to time deliver to the water company plans and sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and such plans sections and descriptions shall be delivered to the water company at least fourteen days before the commencement of any such work. If it should appear to the water company that such works will interfere with or endanger any of their apparatus or impede the supply of water the water company may give notice to the Company to lower or otherwise alter the position of such apparatus or to support the same 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 satisfaction and under the superintendence of the engineer of the water company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company. And if the water 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 water 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 water company and the Company shall on the completion thereof pay to the water company the reasonable expenses incurred by them in the execution thereof to be recovered against the Company in any court of competent jurisdiction.

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(2.) In the event of such plans sections and descriptions so delivered to the water company as aforesaid not being objected to within fourteen days the said works shall be executed in strict accordance therewith.

(3.) The water company may if they deem fit employ watchmen or inspectors to watch and inspect the works whereby any apparatus of the water company 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 water company to be recovered against the Company in any court of competent jurisdiction.

(4.) If any interruption in the supply of water by the water company shall without the written authority of the company 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 water company for the use and benefit of the water company a sum not exceeding ten pounds for every hour during which such interruption shall continue such sum shall be recovered by the water company against the Company in any court of competent jurisdiction.

(5.) The expense of all repairs renewals of any apparatus of the water company or any works in connexion therewith which may at any time hereafter 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 works or at any time thereafter shall be borne and paid by the Company and may be recovered against the Company by the water company as the case may be in any court of competent jurisdiction.

(6.) It shall be lawful for the water company and the engineers workmen or others in their employ at all times when it may be necessary upon giving due notice or in case of urgency without notice to enter upon the lands works and premises of the Company at any point or place where there are existing apparatus of the water company and to do all such works in and upon such lands and premises as may be necessary for repairing maintaining or removing or replacing such apparatus under or over the same lands and premises.

(7.) If and when the Company under the powers of this Act acquire and appropriate any lands houses and buildings which are served with water by the apparatus of the water company laid down and maintained by them in any road street highway or place



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(8.) If any difference shall arise with respect to any matter under this section between the Company and the water company or their respective engineers or concerning any plans sections or descriptions to be delivered to the water company under the foregoing provisions of this Act the matter or difference shall be referred to and settled by an arbitrator to be appointed on the application of either party by the Board of Trade.

Certain land in Newnham not to be acquired.

18. Notwithstanding anything contained in this Act the Company shall not be at liberty to acquire more of the property numbered 21 in the parish of Newnham in the county of Southampton than is north of an imaginary line drawn thirty feet south of the existing southern boundary of the property of the Company and parallel therewith.

For protection of Southampton Gas Light and Coke Company and South Hants Waterworks Company.

19. In carrying out the diversions in the parish of North Stoneham the Company shall be at liberty to divert the mains and pipes of the Southampton Gas Light and Coke Company and the South Hants Waterworks Company (herein-after referred to as "the gas and water companies") to such extent as shall be necessary to avoid interference therewith by the piers and abutments of the bridge proposed to be constructed by the Company.

Before interfering with any mains or pipes of the gas and water companies or either of them the Company shall submit a plan and section showing the character of the proposed work to both the gas and water companies or either of them as the case may be and in the event of there not being any objection served on the Company within fourteen days after the submission of the said plan and section the Company shall be at liberty to proceed with the proposed diversion of such mains and pipes Provided that it shall be lawful for the gas and water companies or either of them to elect to carry out the last-mentioned diversion but in all things at the cost of the Company.

Except for such diversion of the mains and pipes of the gas and water companies or either of them the gas and water companies shall at all times thereafter have all such powers and rights as at present exist but not further or otherwise for maintaining their gas and water mains and pipes and the free passage of gas and water



through the same under such existing road and under the Company's main line of railway as heretofore and for entering upon or under such existing road and line of railway for the purposes of clearing repairing altering renewing enlarging or otherwise reconstructing their said gas and water mains and pipes and the Company shall not in any way or at any time stop divert or interrupt the supply of gas and water through such mains and pipes.

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20. The following provisions for the protection of the South Eastern Railway Company (herein-after referred to as "the South Eastern Company") shall apply and have effect:—

For protection of South Eastern Railway Company.

- (1) The Company shall construct the widening and improvement of the Company's main line of railway described in section 5 sub-section (6) so far as the same passes over adjoins or affects the railways lands or works of the South Eastern Company in such lines within the limits of deviation shown on the deposited plans as shall be approved by the principal engineer of the South Eastern Company (herein-after referred to as "the said principal engineer") and so as to leave undisturbed at all times the lines of railway and other works connected therewith of the South Eastern Company and so as in no way to obstruct impede or interfere with the free and uninterrupted and safe use of the said railways of the South Eastern Company or with the traffic thereon and if any such obstruction or interference shall be caused or take place the Company shall pay to the South Eastern Company full compensation in respect thereof to be recovered with full costs in any court of competent jurisdiction:
- (2) The Company shall carry the said widening where the same is intended to cross over the railway of the South Eastern Company by means of a wrought iron or steel girder bridge with wrought iron flooring of 25 feet clear span on the square such span to have a clear headway throughout of not less than 14 feet 6 inches above the upper surface of the rails of the said railway at the said point of crossing and the Company shall for ever maintain such headway:
- (3) If by reason of the construction of the said widening hereby authorised it shall become necessary to add to or alter the signal or signals upon the said railway of the South Eastern Company the same shall be so added to or altered by the South Eastern Company and the reasonable expenses thereof shall be repaid to that company by the Company:
- (4) The Company shall construct the said widening where the same shall pass over the said railway of the South Eastern

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Company and all the works both temporary and permanent necessary and incident to the construction thereof so far as they affect the property and works of the South Eastern Company in accordance with the provisions of this section and according to plans sections and specifications and of such quality and strength of materials and in every other respect as shall be previously submitted to and approved in writing by the said principal engineer and the Company shall not commence the construction of the said widening or enter upon or interfere with any land works or property belonging to or used by the South Eastern Company until such plans sections and specifications have been so submitted and approved. Provided that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections and specifications or shall disapprove the same and in case of the said principal engineer and the engineer of the Company failing to agree or of any difference arising between them then the said widening and the said works shall be constructed according to plans sections and specifications to be submitted to and approved (subject however to the special provisions of this section) by an engineer to be agreed upon or in default of agreement to be appointed at the request of either the Company or the South Eastern Company by the President of the Institution of Civil Engineers :

- (5) The said widening and all works necessary or incident to the construction thereof or affecting the property or works of the South Eastern Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the satisfaction of the said principal engineer :
- (6) The Company shall not (except with the previous consent of the South Eastern Company under their common seal) purchase or acquire any lands or property of the South Eastern Company but the Company may purchase and take and the South Eastern Company shall sell and grant accordingly an easement or right of using so much of the lands of the latter Company as may be necessary for the construction of the said widening by this Act authorised in accordance with the provisions of this section :
- (7) During the construction of the said widening across and adjoining and near to or affecting the railways property and works of the South Eastern Company the Company shall bear and on demand pay to that company all expense of employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railways

and the works thereof with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in the employment of the Company or their contractors with reference thereto or otherwise :

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- (8) The Company shall at all times maintain the said widening and all the works connected therewith and incident thereto by which the said widening shall be carried across and adjoining the railways works and lands of the South Eastern Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the South Eastern Company may give notice of such maintenance and repair being necessary and if the Company fail within seven days after receiving such notice to carry out such works as may be necessary or in case of urgency without waiting for the expiration of the seven days the South Eastern Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the South Eastern Company by the Company with full costs in any court of competent jurisdiction :
- (9) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the South Eastern Company all costs losses damages and expenses which may be occasioned to that company or to any of their railways works or property or to the traffic thereon or otherwise by reason of the execution or failure of the Company's railways and the works in connexion therewith or of any act or omission of the Company or of any of the persons in their employ or of their contractors or others and the Company will effectually indemnify and hold harmless the South Eastern Company from all claims and demands upon or against them by reason of such execution or failure and of such act or omission :
- (10) If any difference shall arise between the respective engineers of the Company and the South Eastern Company as to the reasonableness of the plans sections and specifications hereinbefore provided for such difference shall be referred to and be determined by an engineer to be mutually nominated by such respective engineers and failing agreement to be appointed by



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the President of the Institution of Civil Engineers on the application of the Company or the South Eastern Company :

- (11) The Company and the South Eastern Company may agree for any variation or alteration in the works in this section provided for or the manner in which the same shall be executed.

For protection of Woking Aldershot and Basingstoke Canal.

**21.** The following provisions for the protection of the proprietors of the Woking Aldershot and Basingstoke Canal (in this Act called "the canal company") shall apply and have effect viz. :—

- (A) In carrying the railway widening (6) under the canal or in executing any of the works by this Act authorised the Company shall not except as herein-after provided alter the line or level of the Woking Aldershot and Basingstoke Canal or the towing path thereof or contract the width of the waterway or towing path of the said canal or either temporarily or permanently obstruct or impede the navigation thereof or the passage along the towing path of the same or intercept cut off take use or diminish or allow to escape any of the waters of the canal or damage or interfere with any of the works or property of the canal :
- (B) The Company shall not purchase or take any land or property belonging to the canal company except by mutual agreement but shall only acquire such an easement therein as may be necessary for the purpose of the construction maintenance and use of the works by this Act authorised :
- (c) The railway shall be carried under the canal by means of a tunnel to be so constructed as to permanently secure the safety of the said canal and the water therein and the Company shall not diminish the present depth of water over the tunnel and shall construct parapet or fence walls on each side of the canal of the same height and thickness as the parapet of the existing tunnel under the canal The highest part of the structure or works of the tunnel shall not be above the present level of the bed of the canal at that point and shall leave a full depth of at least five feet of water between the top of the new work and the level of the overflow at the Frimley Lock and the Company shall at all times during the construction of such tunnel and works connected therewith maintain a navigable width of waterway in the canal equal to the present width and the full width of roadway or towing path now existing and without any obstruction between the said waterway and towing path :
- (D) The said tunnel where affecting the Woking Aldershot and Basingstoke Canal and the works connected therewith shall be constructed and for ever thereafter maintained in good and

substantial repair by and at the expense of the Company and both as regards those works and as regards any temporary works according to plans and specifications to be submitted previously to the commencement of such works and repairs for the approval of the engineer for the time being of the canal who shall approve or disallow the same within the space of one month or otherwise the said plans and specifications shall be deemed to be approved (but no such approval by the canal engineer or otherwise shall relieve the Company of any liability under this section) and such works and repairs as aforesaid shall be carried on and completed under the superintendence and to the reasonable satisfaction of such engineer. In the event of the Company at any time neglecting to maintain or repair any of the before-mentioned works the canal company may repair the same and recover the costs and expenses of so doing from the Company with full costs of suit in any competent court and in the event of the traffic being interrupted or the level of the water being lowered the liquidated damages herein-after mentioned shall become payable and be recoverable in the same manner :

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- (E) If in the execution or maintenance of the works by this Act authorised any damage to the canal or to the towing path or any portion thereof or any obstruction of the navigation of the same or passage along the said towing path during the construction of the works or any loss of water from the said canal shall be occasioned the Company shall forthwith restore the canal and the towing path to the same state and condition as before the happening of any such damage and remove such obstruction and prevent such loss of water (as the case may be) under such superintendence and to such reasonable satisfaction as aforesaid and shall pay to the canal company as and by way of ascertained and liquidated damages the sum of twenty pounds for every day of twenty-four hours or part of a day during which such leakage or obstruction is allowed to exist and in case such leakage or escape of water shall be so considerable as to lower the level of the water to a less depth than four feet below the overflow at Frimley Lock then and in such case the liquidated damages to be paid by the Company to the canal company for every day of twenty-four hours or part of a day until the water is raised to such level shall be at the rate of one hundred pounds per day for each of the first six days and at the rate of two hundred pounds per day for each day of twenty-four hours or part of a day after the expiration



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of the first six days until the full depth of water has been restored :

- (F) The Company shall within fourteen days after demand pay to the engineer of the canal his reasonable fees and expenses for examining approving or disapproving any plans submitted to him by or on behalf of the Company and for superintending the herein-before mentioned works and repairs and also to the canal company any reasonable expense incurred by them with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident from any operations of the Company or from the acts or defaults of any person or persons in the employ of the Company or their contractors with reference thereto or otherwise :
- (G) The said tunnel and all the works connected therewith shall be completed within the period of two months from the commencement thereof and if the same shall not be so completed the Company shall pay to the canal company the amount per day of liquidated damages herein-after mentioned in case of delay beyond that period in the completion of the tunnel :
- (H) If in the execution of any of the works by this Act authorised or the future repair thereof or by reason or in consequence of the failure or want of repair thereof or of any act neglect or omission of the Company or their agents contractors servants or workmen the waterway of the canal or the passage along the towing path thereof shall be stopped or seriously interrupted the Company shall pay as and for liquidated damages to the canal company the sum of one hundred pounds for every day of twenty-four hours or part of a day for the first six days and the sum of two hundred pounds per day of twenty-four hours or part of a day after the first six days during which such stoppage or interruption shall continue after notice thereof by telegram or letter shall have been given by an officer or agent of the canal company to the Company or their engineer or secretary or left at the principal office of the Company but nothing herein contained shall extend to prevent the canal company from recovering any damage beyond the amount of such liquidated damages or to prevent any other persons using the canal from recovering from the Company any special damages that may be sustained by them or any of them in consequence of the acts neglects or defaults of the Company their contractors agents servants or workmen and the canal company and any such other person are hereby authorised to



sue for and recover such liquidated and special damages with full costs of suit in any court of competent jurisdiction : A.D. 1897.

- (I) To facilitate the construction of the tunnel under the canal the Company may construct a dam longitudinally reducing the width of the waterway to not less than half the present width of the canal exclusive of the slope and they may maintain such dam for a period of two months whilst the construction of the tunnel is in progress for which accommodation they shall pay to the canal company before commencing the construction of such tunnel or dam the agreed sum of one thousand pounds and in the event of the said two months being exceeded then the Company shall pay to the canal company a sum for every day or part of a day beyond the two months in the same proportion as the said sum of one thousand pounds bears to two months namely at the rate of sixteen pounds thirteen shillings and fourpence per day but nothing herein contained shall relieve the Company from the penalties provided in subsection (H) in case they contract the width of the canal to a greater extent than herein specified or if they obstruct or impede the traffic on the canal or towpath :

Provided that in carrying out the works the Company shall for a width of at least 16 feet provide a depth of water of not less than 4 feet 6 inches in the portion of the canal to be reserved for the uninterrupted passage of traffic :

- (K) If any difference shall arise between the canal company or their engineer and the Company as to any plans or specifications or as to the mode of executing any works such difference shall be settled by arbitration in accordance with the provisions of the Companies Clauses Consolidation Act 1845 with respect to the settlement of disputes by arbitration.

**22.** For the protection of the Frimley Urban District Council (in this section referred to as "the Frimley Council") the following provisions shall have effect :—

- (1) In carrying out the widening and improvement of the Company's main line of railway on its southern side in the parish of Frimley in the county of Surrey the Company shall (A) alter or if they so please reconstruct the bridge carrying the roadway numbered on the deposited plans 13 in that parish over the railway so as to afford over the existing railway as well as over the widening by this Act authorised from the line of the Company's northern boundary a clear width on the square throughout between the parapets of 20 feet and (B) construct the bridge over the public road numbered on the

For protection of Frimley Urban District Council.

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—

deposited plans 9 in that parish as a girder bridge with a clear span on the square of 25 feet and a headway of not less than 13 feet 6 inches throughout between the abutments. The western abutment of such bridge to be in line with the western abutment of the existing bridge. Provided that in order to interfere as little as possible with the existing gradient of Sturt Lane approaching the railway from the south the Frimley Council shall give every facility to the Company in extending the gradient of that roadway in a southerly direction with an inclination of not less than 1 in 20 :

- (2) The parapet of the reconstructed bridge on the north side and the parapet of the bridge for the widened line on the south side shall each be constructed with a height of not less than 5 feet above the level of the rails :
- (3) Within one month after the completion and opening for traffic of the Company's widened railway the Company shall alter and reconstruct the existing bridge over Sturt Lane substituting girders for the present brick archway so as to give a clear span throughout on the square of 25 feet with as much additional headway over the road as may be obtained by the substitution of girders for the brick arch but not less in any part than  $13\frac{1}{2}$  feet over the existing road. The Frimley Council shall immediately upon the expiration of the said period of one month from the completion and opening for traffic of the Company's widened railway deposit with Messieurs Williams Deacon and the Manchester and Salford Bank Limited Birchin Lane in the city of London in the name of the chairman of the council on behalf of the Frimley Council and Sam. Bircham on behalf of the Company the sum of one hundred and fifty pounds and when the engineer of the Company shall certify that half the cost of the widening and improvement is expended shall deposit a further sum of one hundred and fifty pounds in like manner as above and the whole sum of three hundred pounds shall be paid to the Company on the completion of the work.

For protec-  
tion of  
Woking  
Urban  
District  
Council.

**23.—**(1.) Notwithstanding anything in this Act or on the deposited plans and sections the bridges or works constructed for the widening of the Company's railway under the powers of this Act over the roads in this sub-section after mentioned shall be constructed subject to and in accordance with the following provisions. The superstructure over such roads shall be constructed as a girder bridge and so that at the centre of the road the headway shall not be less than that herein-after stated in connexion therewith respectively and the abutments or piers shall have a clear span throughout



[60 & 61 VICT.] *South Western Railway (Various Powers) Act, 1897.* [Ch. clxvii.]

measured on the square of not less than that herein-after stated (that is to say) :— A.D. 1897

Parish.	No. of Road on Plan deposited.	Headway.		Span at right angles to Road.
		ft.	in.	
Woking -	6	15	2	30
	8	14	2	30
	19	14	8	30

(2.) If at any time after the passing of this Act the Woking Urban District Council (in this section called "the council") shall consider it desirable that such portion of the existing bridges or either of them carrying the railway of the Company over the roads No. 6 and No. 19 above referred to in the parish of Woking as are or is of less width between the abutments than 30 feet and also the portion of the existing bridge opposite or nearly opposite the new public hall at Woking (and herein-after referred to as "the Victoria Bridge") as is of less width between the abutments than 40 feet shall be widened and improved the council may from time to time give to the Company notice in writing under their common seal requiring them to alter such portion of those bridges or of any one or more of them and to reconstruct the same as girder bridges and as to those over the roads No. 6 and No. 19 herein-before referred to with the superstructure at the same level as already provided in this section in respect of the additions to those bridges to be constructed for the widening of the Company's railway under this Act and with a clear span throughout on the square of 30 feet and the Company shall thereupon with all reasonable dispatch but subject as herein-after provided alter and reconstruct the said bridges or either of them accordingly so as to correspond as to span and level of underside of superstructure with the extension over the said roads made for the widening of the Company's railway under the authority of this Act and as to the Victoria Bridge to correspond as to level of superstructure with the most recent extension of that bridge over the roadway and with such clear span throughout on the square as shall not interfere with the roadway or roadways thereunder and of at least 40 feet and the Company shall thereupon with all reasonable dispatch but subject as herein-after provided alter and reconstruct the Victoria Bridge to correspond as to level of superstructure with the most recent extension of that bridge over



A.D. 1897. — the roadway and with such clear span throughout on the square as shall not interfere with the roadway or roadways thereunder and shall be of at least 40 feet and the Company shall be at liberty to extend the Victoria Bridge over the roadway on the northern side thereof to an extent of not exceeding 30 feet and on the southern side thereof to an extent not exceeding 65 feet but such extensions shall correspond as to level of superstructure with the most recent extension of that bridge over the roadway and with such a clear span throughout on the square as shall not interfere with the roadway or roadways thereunder and of at least 40 feet. Provided that the Company shall not be required to commence such alteration and reconstruction of any such bridge other than the Victoria Bridge until an additional line of rails shall have been laid by way of extension of such bridge and be available for traffic and the Company shall not be required to commence such alteration and reconstruction of the Victoria Bridge until an extension of such bridge providing for at least two additional lines of railway shall have been completed and on giving such notice as aforesaid the council shall deposit with Messieurs Williams Deacon and the Manchester and Salford Bank Limited Birchin Lane in the city of London or with the bankers for the time being of the Company in the names of the chairman for the time being of the council on behalf of the council and of Sam Bircham or of the solicitor or solicitors for the time being of the Company on behalf of the Company the sum of four hundred pounds in case the notice refers to either of the two bridges over the roads numbered 6 and 19 above mentioned or four hundred pounds in respect of each of such bridges if the notice refers to both of them and the sum of seven hundred and fifty pounds in case the notice relates to the Victoria Bridge and a further sum in case the notice relates to the Victoria Bridge of seven hundred and fifty pounds when the engineer of the said Company certifies that half the expenditure in making the alteration has been incurred and the moneys so deposited shall be paid over to the Company on the completion of the work referred to in the notice.

(3.) In the event of the Company determining to lengthen the construction of the bridge carrying the road in the parish of Woking numbered 17 on the deposited plans over the railway the Company shall construct any such extension beyond the existing works so as to give a width to the road over such extension of not less than 30 feet.

For protection of  
Secretary of

24. The following provisions shall have effect for the protection of the Secretary of State for War with reference to the railway in

the parish of Pirbright by this Act authorised unless the Company and the said Secretary otherwise agree in writing (that is to say) :—

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—  
State for  
War as to  
railway at  
Pirbright.

- (1) The Company shall at their own expense construct and thereafter maintain a road 30 feet wide on the south side of the Company's Aldershot branch and approximately parallel thereto from the arch under the railway at a point about 44 chains south-west from Pirbright Junction measured along the railway in the direction of Aldershot to form a junction with the proposed deviation of road numbered 16 on the deposited plans for the parish of Pirbright :
- (2) The Company shall at their own expense construct and thereafter maintain a road from the road numbered 16 above mentioned opposite the commencement of the railway at Pirbright as shown on the deposited plans in a northerly direction to the bridge carrying the road numbered on the said plans 6 in the parish of Pirbright over the main line of the Company Such road to be 30 feet wide straight and of uniform gradient provided that if the difference of level between the commencement and termination of the proposed road shall be such as to allow of the said road being constructed with a gradient flatter than 1 in 30 the Company shall not make the gradient of the road steeper than 1 in 30 in any part thereof :
- (3) Where limits of deviation shown on the deposited plans in the properties numbered thereon 18 and 19 in the parish of Pirbright or elsewhere extend beyond a road the road shall be altered and carried along the outer edge of the land acquired by the Company and the Company shall not acquire any rights over any strip of land which may intervene between any such road and any property belonging to the Secretary of State for War :
- (4) Notwithstanding anything on the deposited sections the archway to be constructed under the Company's Aldershot branch at the commencement of the railway at Pirbright shall be 25 feet at least in span :
- (5) The Company shall not stop divert or alter the gradient of any road or path on Pirbright Common without the consent of the Secretary of State for War :
- (6) The three existing communicating channels between the two parts of the Fleet Pond shall be extended by the Company under the proposed widening of the railway :
- (7) All works mentioned in this section shall be executed to the satisfaction of the Secretary of State for War.



[Ch. clxvii.] *South Western Railway (Various [60 & 61 Vict.] Powers) Act, 1897.*

A.D. 1897. **25.** If the railway in the parish of Pirbright herein-before described and authorised by this Act is not completed within five years from the passing of this Act 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.

Tolls &c. **26.** For the purpose of demanding and recovering tolls rates and charges and for all other purposes the deviations of railways and the widenings of the Company's railways by this Act authorised shall respectively be deemed part of the Company's railway to be in each case deviated or widened and the new railway in the parish of Pirbright by this Act authorised shall be deemed to be part of the Company's Aldershot Branch and the deviations of the West London Extension Railway Company's Branches (No. 2) and (No. 3) by this Act authorised shall be deemed to be part of the West London Extension Railway.

Penalty imposed unless railway opened within the time limited. **27.** If the Company fail within the period limited by this Act to complete the railway in the parish of Pirbright by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway not completed and the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalties. **28.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London



Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who may have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railway or any part thereof has been abandoned be paid or transferred to such receiver or be applied in the discretion of the Court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid or retransferred to the Company.

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29. 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 widening enlarging extending and improving their railways and stations and siding accommodation and for roads and approaches and for taking and getting ballast and for depositing spoil and for the erection of labouring-class dwellings and for all or any other purposes of their undertaking enter upon take hold and use the whole or any part or parts of the lands and buildings next herein-after mentioned shown on the deposited plans and described in the deposited books of reference (that is to say):—

Power to take additional lands for general purposes.

IN THE COUNTY OF LONDON.

- (A) So much but so much only of certain land buildings and premises in the parish of Saint Mary Battersea situated at the junction of Plough Road with Saint John's Hill and known as Battersea Grammar School as is shown on a plan signed in duplicate by Sam Bircham on behalf of the Company and by Augustus Ranking on behalf of the governors of the said school :
- (B) Lands and buildings in the said parish of Saint Mary Battersea adjoining and on the north side of the Company's Windsor Line and situated between Russell Street and a point about  $2\frac{1}{4}$  chains

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measured in an easterly direction along the said railway from Henley Street :

And upon the purchase or acquisition by the Company of the said lands (B) above described the Company may divert in the line shown on the deposited plans the public road abutting on the northern fence of the Company's property between Rollo Street and Russell Street and may on the completion and opening to the public of the said diversion stop up and discontinue so much of the existing road as will be rendered unnecessary by such diversion :

- (c) Lands and buildings in the said parish of Saint Mary Battersea adjoining and on the south side of the low level railway of the London Brighton and South Coast Railway Company and extending about 4 chains in a westerly direction and  $9\frac{1}{2}$  chains in an easterly direction from the north-eastern corner of the Battersea Vestry Dust Depot :
- (d) Lands and houses in the parish of Saint Mary Lambeth being and known as No. 121 Westminster Bridge Road and Nos. 22 24 and 26 Newnham Terrace respectively :
- (e) Land and building in the parish of Saint Mary Lambeth situated between the Company's property and the house known as No. 9 Nine Elms Lane :

IN THE COUNTY OF SURREY.

- (f) Lands in the parish of Wimbledon adjoining the Company's main line of railway and lying on the west thereof between that line and the Wimbledon and Fulham Railway of the Company and bounded on the north by the Woodman Tavern and land in rear thereof :
- (g) Lands in the said parish of Wimbledon on the west side of the Company's main line of railway and bounded on the west by Merton Road and on the east by other property of the Company :

IN THE COUNTY OF MIDDLESEX.

- (h) Lands in the parish of Twickenham on the south-east side of the Company's Windsor line and lying between that line and the Amyand Park Road :
- (i) A piece of land in the said parish of Twickenham on the north-west side of the Company's Windsor line at or near the level crossing of the said line by an occupation road at about  $10\frac{1}{2}$  chains north-eastward from the north-eastern corner of the Company's goods yard at Twickenham Station :



IN THE COUNTY OF BERKS.

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- (j) Lands and buildings in the parish of New Windsor bounded on the north-west by Thames Side and on all other sides by property of the Company:

And upon the purchase or acquisition by the Company of the said lands and buildings (j) above described the Company may stop up and close the roadway between the King's Arms public-house on the south-west the Company's yard at Windsor Station on the north-east and between an imaginary line drawn from the northern corner of the King's Arms public-house aforesaid in a direction due north to the south-western boundary of the Company's property on the west and the Company's property adjoining their Windsor Station on the east and when and so soon as the said portion of roadway is so stopped up the site thereof shall vest in the Company for the purposes of their undertaking freed and discharged from all public and other rights of way or other rights in over or affecting the same:

IN THE COUNTY OF SOUTHAMPTON.

- (k) Lands in the parish of South Stoneham lying between the Company's railway and property at Eastleigh Station and the Winchester and Southampton Canal:

- (l) Land and buildings in the parish of Saint Mary Extra lying between Victoria Road and the River Itchen and abutting upon Victoria Road for about half-a-mile the north-eastern corner of the said land being about 16 chains south-west from Woolston Station but (as regards any of such lands which the South Stoneham Rural District Council are or may be empowered to acquire by any provisional order already confirmed or which may during the present session be confirmed by Parliament) only with the consent in writing of that district council:

Provided always that nothing contained in this Act or shown on the deposited plans shall empower the Company to enter upon take hold use or interfere with or confer upon them any estate right or interest in any part of the bed or foreshore of the River Itchen nearer to the channel of the said river than the Parliamentary Quay Line referred to in sections 55 to 58 of the Act 6 and 7 Victoria Chapter LXV. entitled "An Act to convert the shares in the capital authorised to be raised by the Acts for making a dock or docks at Southampton into stock to raise a further sum of money and to alter and amend some of the powers of the said Acts":

- (m) Land and buildings in the said parish of Saint Mary Extra lying between Victoria Road and Grove Road:



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(n) Land in the said parish of Saint Mary Extra lying on the eastern side of Victoria Road and on the southern side of Woolston New Road :

(o) Land in the parish of Christchurch abutting on the northern side of the Company's Christchurch and Bournemouth Line and lying between Ashley Road and a point about 17 chains measured in an easterly direction along the said railway from Ashley Road :

And the Corporation of Bournemouth may sell and convey the last-mentioned lands or some of them or some part or parts thereof to the Company and may accept as the consideration or part consideration upon such sale and conveyance other lands to be conveyed to them by the Company and may pay or accept any money by way of equality of exchange upon any such sale or conveyance and may give valid and effectual receipts and discharges to the Company for any moneys which may be paid to them or credited to them in account upon or in connexion with any such sale or conveyance :

Provided always that nothing in this section shall be taken to dispense with the consent of the Local Government Board to any sale or other disposition of any lands of the Corporation of Bournemouth in any case in which the consent of the Board would have been required if this Act had not been passed and provided further that the Corporation of Bournemouth shall apply all moneys from time to time received by them under this section in or towards paying off moneys for the time being owing by them and such moneys shall not be applicable to the payment of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board :

IN THE COUNTY OF DORSET.

(p) Land in the parish of Swanage being part of the property numbered 283 on the  $\frac{1}{2500}$  Ordnance map of that parish :

IN THE COUNTY OF WILTS.

(q) Lands in the parish of Fisherton Anger abutting and on the south side of the Company's Salisbury and Yeovil Railway and being parts of the properties numbered 83 85 and 88 on the  $\frac{1}{2500}$  Ordnance map of the said parish :

(r) Land in the said parish of Fisherton Anger abutting on the northern side of the Great Western Company's Railway and in part abutting towards the east on Finch's Lane and extending thence westward about 8 chains.

**30.** Notwithstanding anything in this Act contained or shown on the plans and sections deposited in relation thereto the Company shall not without the previous consent in writing of the London Brighton and South Coast Railway Company under the hand of their secretary enter upon take or use any lands or property belonging to that company in the parish of Saint Mary Battersea.

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For protection of London Brighton and South Coast Railway Company.

**31.** Notwithstanding anything in this Act contained or shown on or contained in the deposited plans and books of reference the Company shall not take any part of the lands in the parish of Saint Mary Battersea described on the deposited plans as "allotments" and numbered 280A in the deposited books of reference.

Allotment lands in Battersea not to be taken.

**32.** The agreement between the rural district council of South Stoneham and the Company a copy of which is set forth in the Second Schedule to this Act is hereby confirmed and made binding upon the parties thereto as if the provisions thereof were enacted in express terms in this Act.

Confirmation of agreement with rural district council of South Stoneham.

**33.** The Company shall make full compensation to all parties interested in respect of all private rights of way or other private rights (if any) which by this Act are extinguished or interfered with and such compensation shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for that purpose any and every right so extinguished or interfered with shall be deemed to be an interest in land.

Compensation to be made in respect of private rights extinguished.

**34.** Notwithstanding anything in this Act but subject to the provisions of section 46 of the Railways Clauses Consolidation Act 1845 when any new road or road diversion or footpath authorised by this Act is completed it shall be deemed to be a public highway and shall thenceforth be maintained as other highways are maintained in the district within which the new road diversion or footpath is situate.

New roads &c. to be vested in road authority.

If any question shall arise between the Company and the body or persons by whom the new road diversion or footpath is to be maintained as to the due completion of the road or footpath such question shall from time to time be determined by two justices on the application of either of the parties in difference and after not less than seven days' notice to both parties of the sitting of such justices for the purpose and the certificate of such justices of the due completion of such road or footpath shall be conclusive evidence of the fact so certified.



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Vesting sites of roads &c. stopped up and extinguishing rights over same.

**35.** The sites and soil of so much as under the powers of this Act the Company shall stop up and discontinue for public traffic of any road footpath or way are by this Act vested (as to so much thereof as is bounded on both sides by land of the Company) in the Company for the purposes of their undertaking and (as to so much thereof as is bounded on both sides by land of any other person) in such other person and (as to so much thereof as is bounded on opposite sides by lands belonging to different persons) in such owners respectively to the centre of the said road footpath or way in proportion to the respective frontages of their lands thereto. The provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway shall apply to the lands so vested in the Company as if such lands had been purchased by the Company but the mines had not been expressly purchased.

Easements &c. may be granted by incapacitated persons.

**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 other than the grantors have an interest) required for any of the purposes of this Act in over or affecting any such lands and the provisions of the 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.

Lands for extraordinary purposes.

**37.** 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 fifteen 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.

Owners may be required to sell parts only of certain lands and buildings.

**38.** And whereas in the construction of the works hereby authorised or otherwise in exercise of the powers of this Act it may happen that portions only of houses or other buildings or manufactories shown on the deposited plans or of which the properties shown on those plans form part may be sufficient for the purposes of the same and that such portions may be severed from the remainder of the said properties without material detriment thereto Therefore notwithstanding section 92 of the Lands Clauses Consolidation Act 1845 the owners of and other persons interested



in the houses or other buildings or manufactories described in the First Schedule to this Act or of which the properties described in that schedule form part and whereof parts only are required for the purposes of this Act may if such portions can in the opinion of the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted be severed from the remainder of such houses buildings or manufactories without material detriment thereto be required to sell and convey to the Company the portions only of the premises so required without the Company being obliged or compellable to purchase the whole or any greater portion thereof the Company paying for the portions required by them and making compensation for any damage sustained by the owners thereof and other parties interested therein by severance or otherwise.

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**39.** The purchase by the Company of the lands buildings houses and premises herein-after mentioned is hereby confirmed (that is to say):—

Company may hold certain lands already acquired.

- (A) Lands containing 28 acres 0 roods 8 poles or thereabouts in the parish of Micheldever in the county of Southampton bounded towards the west by the Company's main line of railway towards the north by a public road carried over the south end of the tunnel on the said line at the distance of about 43 chains measured along the said line northward from Micheldever station towards the south by the road running east from Micheldever station and towards the east by the road leading from the last-mentioned road to the first-mentioned road:
- (B) Lands in the parish of Saint Mary in the town and county of the town of Southampton and in the parish of South Stoneham in the county of Southampton bounded towards the east by the Company's railway and lands towards the south and west by Empress Road and towards the north and north-west partly by the gardens of houses in Duke's Road and partly by Duke's Road:
- (C) Lands and buildings in the parish of Barnstaple in the county of Devon containing 31 perches or thereabouts bounded on the south by the Company's railway and extending along that boundary for the distance of about  $6\frac{1}{2}$  chains westward from the western end of Commercial Road and bounded towards the north partly by land belonging to the Corporation of Barnstaple and partly by land belonging to the Linton and Barnstaple Railway Company:

[Ch. clxvii.] *South Western Railway (Various [60 & 61 Vict.] Powers) Act, 1897.*

A.D. 1897.

(D) The house and premises known as 192 Westminster Bridge Road in the parish of Saint Mary Lambeth in the county of London.

The expenditure of money by the Company in or in connexion with the purchase or acquisition of the said lands buildings houses and premises or any of them is hereby sanctioned and confirmed.

Company to make good parochial rates until works are assessed.

40. If and while the Company are possessed under this Act of any lands in the parishes of Saint Mary Lambeth and Saint Mary Battersea or either of them assessed or liable to be assessed in the respective parishes to any sewers rate main drainage rate lighting rate or general purposes rate they shall from time to time until the works for the purposes for which the Company are by this Act authorised to acquire the lands above referred to are completed and assessed or liable to be assessed in the respective parishes to the respective rates be liable to make good the deficiency in the assessment for the respective rates by reason of those lands being taken or used for the purposes of the said works and the deficiency shall be computed according to the rental at which those lands with any buildings thereon are now rated and on demand the Company shall in each case pay the deficiency to the collector of the respective rate.

Exhibition of placards in the county of London.

41. The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the works authorised by this Act or upon any building or hoarding and whether during or after the construction of the works within view of any public street within the county of London any placards or advertisements except such as shall have been approved in writing by the clerk or other officer of the London County Council and if any such placard or advertisement be affixed or exhibited without such approval the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station the name thereof and placards giving information to the public as to the traffic of the Company.

Buildings not to be brought beyond general line &c.

42. Notwithstanding anything contained in this Act or shown on the deposited plans it shall not be lawful for the Company to encroach upon any part of the surface of any street or footway not intended to be stopped up or without the consent of the London County Council to erect or maintain any building beyond the general line of building in any street within the administrative county of London.

Company and Waterloo and City

43. Subject to the provisions of this Act the Company and the Waterloo and City Railway Company jointly or either of them

separately may enter upon take hold and use the lands and houses in the parish of Saint Mary Lambeth in the county of London shown on the deposited plans and described in the deposited books of reference and known as Nos. 26 and 27 in Launcelot Street and may in the lines and according to the levels shown on the deposited plans and sections divert in the said parish Launcelot Street such diversion to commence at a point about five chains from its eastern end and to terminate in Aubin Street at a point about three chains westward from the junction with that street of Chartley Place and upon the completion and opening to the public of such diversion the companies or company by whom such diversion may be executed may stop up so much of Launcelot Street aforesaid as lies between the commencement of the diversion thereof authorised by this Act and Chartley Place and when and so soon as such portion of Launcelot Street is so stopped up the site and soil thereof shall vest in the said companies jointly for the purposes of their undertakings or in the respective company for the purposes of their undertaking as the case may be freed from all public rights of way or other rights in over or affecting the same.

A.D. 1897.

Railway Company may purchase lands and divert road in St. Mary Lambeth.

44. The companies or company by whom the diversion of Launcelot Street aforesaid is made shall stop up so much of Launcelot Street as lies between the points A and B on the deposited plans showing works and lands at Launcelot Street Waterloo so soon as they have provided the diversion of road shown on those plans to the satisfaction of the London County Council and further the said companies or company shall if and when they acquire the property fronting on the southern end of Chartley Lane and on the south-western side of that lane make such additions thereto as will make the said lane between the junction therewith of Holmes Terrace and Lower Marsh of a width not less than the width of the existing road between Holmes Terrace and Aubin Street.

As to stopping up part of Launcelot Street &c.

45. The companies or company by whom the diversion of Launcelot Street aforesaid is made shall make full compensation to all parties interested in respect of all private rights of way or other private rights (if any) which by this Act are extinguished or interfered with and such compensation shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for that purpose any and every right so extinguished or interfered with shall be deemed to be an interest in land.

Compensation to be made in respect of private rights extinguished.

46. The Company and the London Brighton and South Coast Railway Company (in this Act called "the Brighton Company")

Company and London Brighton and



A.D. 1897.

South Coast  
Railway  
Company  
may con-  
struct works  
in county of  
South-  
ampton.

jointly or either of them separately may in the lines and according to the levels shown on the deposited plans and sections and in accordance with plans to be approved in writing by the Admiralty under the hand of their secretary or assistant secretary—

Widen and improve their Portsmouth Harbour Joint Station in the parishes of Portsea and Portsmouth in the county of Southampton on the south side thereof between the landing stage at the western end of that station and a point about  $3\frac{1}{2}$  chains east of the signal box at the junction of the Dockyard branch with the Portsmouth Harbour Extension Railway of the said two companies at or near Ordnance Row :

And the Company and the Brighton Company or either of them on the one hand and the Admiralty and the Secretary of State for War or either of them on the other hand may from time to time enter into and carry into effect agreements with reference to the purchase appropriation and user of lands and the construction of works for or in connexion with the proposed widening and improvement.

For protec-  
tion of  
Secretary of  
State for  
War as to  
Portsmouth  
Harbour  
Joint Station  
works.

47. For the protection of the Secretary of State for War the following provisions shall unless otherwise agreed between the Company and the Brighton Company and the said Secretary have effect (that is to say) :—

- (1) Before commencing any of the works referred to in the last preceding section of this Act the Company and the Brighton Company shall construct at their own expense and to the satisfaction of the said Secretary of State on a site to be approved by the Secretary of State for War on the gun wharf belonging to the said Secretary or if necessary in the opinion of the said Secretary of State on land to be added to such gun wharf at the cost of the Company and the Brighton Company quarters sufficient for the accommodation of two officers :
- (2) The Company and the Brighton Company shall construct to the satisfaction of said Secretary of State at their own expense on the site now occupied by the officers' quarters on the said gun wharf a shed of such dimensions and of such design as shall be required or approved by the said Secretary of State but such shed need not exceed in height or area the dimensions of the existing shed which it is to replace :
- (3) The Company and the Brighton Company shall build at their expense to the satisfaction of the Secretary of State for War a wall to separate any portion of the gun wharf taken by them for their purposes from the remainder of such gun wharf and if in pursuance of sub-section (1) it be judged by the said

Secretary of State necessary to add land to the gun wharf such land shall be walled in to the satisfaction of the said Secretary of State at the expense of the said companies. A.D. 1897.

48. In order to prevent injury to or obstruction in Portsmouth Harbour during the widening and improvement of the Portsmouth Harbour Joint Station such widening and improvement shall be carried out by the Company and the Brighton Company jointly or separately under the superintendence and to the satisfaction of the Director of Works of the Navy for the time being. Widening and improvement of Portsmouth Harbour Joint Station to be carried out under superintendence and to satisfaction of Director of Works of the Navy.

49. The powers of the Company the Waterloo and City Railway Company and the Brighton Company (whether exercised jointly or separately) under this Act for the compulsory purchase of lands shall cease after the expiration of three years from the passing of this Act. Period for compulsory purchase of lands.

50.—(1.) None of the companies who are by this Act authorised to acquire lands by compulsion or agreement shall under the powers of this Act purchase or acquire in any parish within the metropolis twenty or more houses or in any other city borough or urban district or outside the metropolis in any parish or part of a parish not being within an urban district ten or more houses which on the fifteenth day of December last were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the company or companies exercising the said powers— Restrictions on displacing persons of labouring class.

(A) Shall have obtained the approval in the case of the metropolis of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the fifteenth day of December last or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2.) The approval of the said Secretary of State or the Local Government Board (as the case may be) to any scheme under this



[Ch. clxvii.] *South Western Railway (Various [60 & 61 Vict.] Powers) Act, 1897.*

A.D. 1897. section may be given either absolutely or conditionally and after the said Secretary of State or the Local Government Board (as the case may be) have approved of any such scheme they may from time to time approve either absolutely or conditionally of any modifications in the scheme.

(3.) Every scheme under this section shall contain provisions prescribing the time within which it shall be carried out and shall require the new dwellings proposed to be provided under the scheme to be completed fit for occupation before the persons residing in the houses in respect of which the scheme is made are displaced :

Provided that the said Secretary of State or the Local Government Board (as the case may be) may dispense with the last-mentioned requirement subject to such conditions (if any) as they may see fit.

(4.) Any provisions of any scheme under this section or any conditions subject to which the said Secretary of State or the Local Government Board (as the case may be) may have approved of any scheme or of any modifications of any scheme or subject to which they may have dispensed with the above-mentioned requirement shall be enforceable by a writ of mandamus to be obtained by the said Secretary of State or the Local Government Board (as the case may be) out of the High Court.

(5.) If any of the said companies acquire or appropriate any house or houses for the purposes of this Act in contravention of the foregoing provisions or displace or cause to be displaced the persons residing in any house or houses in contravention of the requirements of the scheme they shall be liable to a penalty of five hundred pounds in respect of every such house which penalty shall be recoverable by the said Secretary of State or the Local Government Board (as the case may be) by action in the High Court and shall be carried to and form part of the Consolidated Fund of the United Kingdom :

Provided that the Court may if it think fit reduce such penalty.

(6.) For the purpose of carrying out any scheme under this section any of the said companies may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by any of the said companies for the purposes of any scheme under this section in the same manner in all respects as if the company or companies exercising the said powers were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.



(7.) Any of the said companies may on any lands belonging to them or purchased or acquired under this section or any provisional order issued in pursuance of this section erect such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking : A.D. 1897.

Provided that all lands on which any buildings have been erected or provided by any of the said companies in pursuance of any scheme under this section shall for a period of twenty-five years from the date of such scheme be appropriated for the purpose of such dwellings and every conveyance demise or lease of such lands and buildings shall be endorsed with notice of this enactment :

Provided also that the said Secretary of State or the Local Government Board (as the case may be) may at any time dispense with all or any of the requirements of this sub-section subject to such conditions (if any) as he or they may see fit.

(8.) All buildings erected or provided by any of the said companies within the metropolis for the purpose of any scheme under this section shall be subject to the provisions of the London Building Act 1894 (Local) and the Metropolis Management Act 1855 and any Act or Acts amending those respective Acts.

(9.) So much of section 157 of the Public Health Act 1875 as provides that the provisions of that section and of sections 155 and 156 of the same Act shall not apply to buildings belonging to any railway company and used for the purposes of such railway under any Act of Parliament shall not apply to buildings erected or provided by any of the said companies for the purpose of any scheme under this section.

(10.) The said Secretary of State or the Local Government Board (as the case may be) may direct any inquiries to be held which he or they may deem necessary in relation to any scheme under this section and may appoint or employ inspectors for the purposes of any such inquiry and the inspectors so appointed or employed shall for the purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875.

(11.) The company or companies exercising the said powers shall pay to the said Secretary of State any expenses incurred by him in

[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

A.D. 1897. — relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

(12.) The company or companies exercising the said powers shall pay to the Local Government Board a sum to be fixed by that Board in respect of the preparation and issue of any provisional order in pursuance of this section and any expenses incurred by that Board in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a sum to be fixed by that Board not exceeding three guineas a day for the services of such inspector.

(13.) Any houses on any of the lands shown on the deposited plans occupied or which may have been occupied by persons of the labouring class within five years before the passing of this Act which have been acquired by or on behalf of any of the said companies and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the company or companies by whom the same were acquired shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition. Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(14.) For the purposes of this section the expression "labouring class" includes mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any such persons who may be residing with them.

Agreements  
with corpora-  
tion of  
Barnstaple.

**51.** The Company on the one hand and the corporation of Barnstaple on the other hand may from time to time enter into and carry into effect agreements for the conveyance to the Company of



any lands belonging to the corporation of Barnstaple which the Company may be empowered to purchase or acquire under this Act in consideration wholly or in part of the grant or conveyance of other lands of the Company to the corporation of Barnstaple and for the payment by either of them to the other of them of any money by way of equality of exchange or otherwise in connexion with any such conveyance or grant and the corporation of Barnstaple may apply their corporate funds and revenues for any of the above purposes : A.D. 1897.

Provided always that nothing in this section shall be taken to dispense with the consent of the Local Government Board to any sale or other disposition of any lands of the corporation of Barnstaple in any case in which the consent of the Board would have been required if this Act had not been passed And provided further that the corporation of Barnstaple shall apply all moneys from time to time received by them under this section in or towards paying off moneys for the time being owing by them and such moneys shall not be applicable to the payment of instalments or to payments into the sinking fund except to such extent and upon such terms as may be approved by the Local Government Board.

52. The agreement between the Torrington Company and the Company a copy of which is set forth in the Third Schedule to this Act is hereby confirmed and made binding on the companies parties thereto. Confirming scheduled agreement with Torrington &c. Company.

53. Nothing in this Act or in the agreement a copy of which is set forth in the Third Schedule to this Act shall affect the rights of the 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 Torrington 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 Torrington Company is worked by the Company as freely and fully in all respects as he was entitled to do before the passing of this Act. For protection of Postmaster-General.

54. During the continuance of the said agreement the railways of the Company and the Torrington Company shall for the purpose of short distance rates and charges be considered as one railway and in estimating the amount of rates and charges in respect of passengers conveyed partly on the railway of the Company and Short distance charge in case of working agreement.



A.D. 1897. — partly on the railway of the Torrington Company rates and charges may be charged as for three miles and for every mile or fraction of a mile beyond three miles as for one mile only.

Saving rights of the Crown.

**55.** Nothing contained in this Act shall authorise the Company and the Brighton Company jointly or either of them separately to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description belonging to the Queen's most Excellent Majesty in right of Her Crown and under the management of the Commissioners of Woods without the consent in writing of the Commissioners of Woods on behalf of Her Majesty first had and obtained for that purpose (which consent such Commissioners are hereby authorised to give) neither shall anything in this Act contained extend to take away prejudice diminish or alter any of the estates rights privileges powers or authorities vested in or enjoyed or exerciseable by the Queen's Majesty.

As to leases of Crown lands.

**56.** The Commissioners of Woods with the consent of the Treasury and the Company may from time to time enter into and carry into effect vary or rescind agreements for the grant to the Company of a lease or leases for such term not exceeding nine hundred and ninety-nine years as may be agreed of the estate and interest of Her Majesty in any lands shown on the deposited plans and described in the deposited books of reference belonging to Her Majesty and under the management of the Commissioners of Woods and the Company may hold and use for the purposes of their undertaking any lands included in any such agreement or lease.

Saving the rights of the Duchy of Cornwall.

**57.** Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or any rights in respect thereof belonging to Her Majesty in right of the Duchy of Cornwall without the consent in writing of some two or more of such of the regular officers of the said Duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said Duchy or belonging to the Duke of Cornwall for the time being without the consent of such Duke testified in writing under the Seal of the Duchy of Cornwall first had and obtained for that purpose or to take away diminish alter prejudice or affect any property rights profits privileges powers or authorities vested in or enjoyed by Her Majesty in right of the Duchy of Cornwall or in or by the Duke of Cornwall for the time being.

**58.** And whereas it is necessary that the lands hereditaments and works belonging to Her Majesty or vested in Her Majesty's Principal Secretary of State for the War Department for the public service should be preserved intact and free from all intrusion or obstruction Be it therefore enacted that nothing in this Act contained shall authorise the Company and the Brighton Company jointly or either of them separately to enter upon use or interfere with any land soil or water or any right in respect thereof vested in or exercised by the said Principal Secretary for the time being or to take away lessen prejudice or alter any of the rights privileges or powers vested in or exercised by the said Principal Secretary for the time being without his previous consent signified in writing under his hand and which consent the said Principal Secretary for the time being is hereby authorised to give subject to such special or other conditions as he shall see fit to impose on the said companies or company.

A.D. 1897.  
—  
Saving rights  
of Her  
Majesty's  
Principal  
Secretary of  
State for the  
War Depart-  
ment.

**59.** 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.

**60.** 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 six hundred thousand pounds.

Power to  
raise further  
money for  
purposes of  
this Act.

**61.** 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.

**62.** 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 shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

**63.** If any money be payable to a holder of shares or stock in the Company being a minor idiot or lunatic the receipt of the guardian or committee of his estate shall be a sufficient discharge to the Company.

Receipts in  
case of  
persons not  
sui juris.



[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 VICT.]

A.D. 1897.  
Provisions  
of Company's  
Act of 1862  
to extend to  
Company's  
shares and  
stock under  
this Act.

**64.** 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  
the Com-  
pany.

**65.** The Company may from time to time (in addition to any sums which they are for the time being authorised to borrow) borrow on mortgage of their undertaking in respect of their additional capital of six hundred thousand pounds which they are by this Act authorised to raise any sum or sums not exceeding in the whole two 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 six hundred thousand pounds:

Provided always that no part of any such sum of money shall be borrowed by the Company under the powers of this Act unless and until the portion of additional capital by this Act authorised in respect of which it is to be borrowed is issued and accepted and one-half thereof is paid up and the Company have proved to the justice who is to certify under section 40 of the Companies Clauses Consolidation Act 1845 (before he so certifies) that the whole of such portion of additional capital has been issued and accepted and that one-half thereof has been paid up and not less than one-fifth part of the amount of each separate share in so much of such portion of capital as is to be raised by means of shares has been paid on account of such shares before or at the time of the issue or acceptance thereof and that 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 paid up bonâ fide and are held by the persons or corporations to whom the same were issued or their executors administrators successors or assigns and also if any part of such portion of capital is raised by shares that such persons or corporations 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.

[60 & 61 VICT.] *South Western Railway (Various Powers) Act, 1897.* [Ch. clxvii.]

**66.** All mortgages granted by the Company in pursuance of any Act passed before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance thereof respectively have priority over any mortgages to be 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.

A.D. 1897.  
Existing mortgages to have priority.

**67.** Section 50 of the South Western Railway Act 1895 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.

**68.** 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 and in order to authorise the appointment of a receiver in respect of arrears of principal the amount of principal owing to the mortgagees by whom the application for a receiver is made shall not be less in the whole than ten thousand pounds.

For appointment of a receiver.

**69.** 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.

**70.** 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.

Application of moneys.

**71.** 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.

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

**72.** The Waterloo and City Railway Company and the Brighton Company respectively may apply for any of the purposes of this Act relating to them 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.

Waterloo and City and Brighton Companies may apply funds.



[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

A.D. 1897. **73.** No interest or dividend 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.

**74.** The Company shall not out of any money by this Act authorised to be raised by them 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.

**75.** Nothing in this Act contained shall exempt the railways of any railway company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now in force or which may hereafter pass during this or any future session of Parliament 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 any railway company.

Provision as to general Railway Acts.

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

Costs of Act.



The SCHEDULES referred to in the foregoing Act.

A.D. 1897.

### THE FIRST SCHEDULE.

DESCRIBING THE PROPERTIES WHEREOF A PORTION ONLY IS REQUIRED TO BE TAKEN BY THE COMPANY.

Work or Land.	Parish.	No. on deposited Plans.	Description of Properties in the deposited Books of Reference.
Work No. 6 (widening and improvement of Company's main line).	Newnham -	21	Waste land cowhouse granary stables stack-yard occupation road and outbuildings.
	Farnborough -	{ 4 5	Plantation and shrubbery. Shrubby ditch and road embankment.
	Pirbright -	23	Dwelling-house garden and outbuildings.
Additional lands (c) described in the section of the foregoing Act the marginal note whereof is "Power to take additional lands for general purposes."	Saint Mary Battersea.	407	Road approach and dust yard.

### THE SECOND SCHEDULE.

MEMORANDUM OF AGREEMENT made the 15th day of March 1897 between the RURAL DISTRICT COUNCIL OF SOUTH STONEHAM (herein-after called "the Council") of the one part and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (herein-after called "the Company") of the other part.

WHEREAS the Company are promoting a Bill in the present session of Parliament for (amongst other things) the acquisition of land in the parish of St. Mary Extra in the county of Southampton including certain lands over which the Council have already obtained powers of acquisition for the purpose of dealing with the sewerage of part of their district and the Council have presented a petition against the Bill objecting to the powers sought by the Company :

And whereas the Company are willing to sell to the Council the land coloured green on the plan herein-after referred to with a frontage to the

A.D. 1897. — River Itchen of 175 feet in substitution not only for the land over which the Council have already powers but in substitution also for the further land proposed to be acquired by the Council under an application for a further provisional order now pending and in consideration thereof and of the terms and conditions herein-after mentioned the Council have agreed to withdraw their petition against the Bill of the Company:

Now therefore it is agreed between the parties hereto as follows (that is to say):—

1. The Company will use their best endeavours to obtain the consent of the Local Government Board to the adoption by the Council of the land coloured green on a plan signed by Sam Bircham on behalf of the Company and Edward Thompson Westlake on behalf of the Council in lieu of and in substitution for the site already acquired and proposed to be acquired by the Council.

2. The Council will pay to the Company for the fee simple of the land coloured green the sum of 400*l.* free from all incumbrances and outstanding estates or interests whatsoever and free from all rights of pre-emption (if any) of any adjoining owner.

3. The Company will proceed with their Bill without delay and will so soon as they can comply with the conditions contained in the foregoing paragraph place the Council in possession of the land coloured green at the earliest possible date so soon after obtaining the powers sought by their Bill as may be practicable.

4. The Company will assist the Council in their application to the Local Government Board for the change of site from the land already acquired and proposed to be acquired by the Council to the land coloured green on the plan.

5. The Company will take upon themselves the duty of dealing with the notices to treat already served by the Council on the various owners lessees and occupiers in respect of the land which the Council are authorised to acquire and indemnify and hold harmless the Council against all claims arising therefrom or in respect thereof.

6. In case the Local Government Board refuse to sanction the substitution of the said land coloured green for the purpose of the said sewerage scheme or in case the Company shall fail to obtain and to deliver possession to the Council of the said land coloured green on or before the 31st day of December 1897 the Company's powers of purchase of lands which the Council have powers to acquire and which they are seeking to acquire by their application now before the Local Government Board shall absolutely cease and determine and the Council shall be entitled to exercise their powers over the land referred to in the Local Government Board's Provisional Orders Confirmation (No. 3) Act 1895 Session 2 and also to apply for a provisional order for the further additional land proposed to be acquired as though this Agreement had not been entered into.

7. The Company shall use their best endeavours to get this Agreement scheduled to and confirmed by the Act.



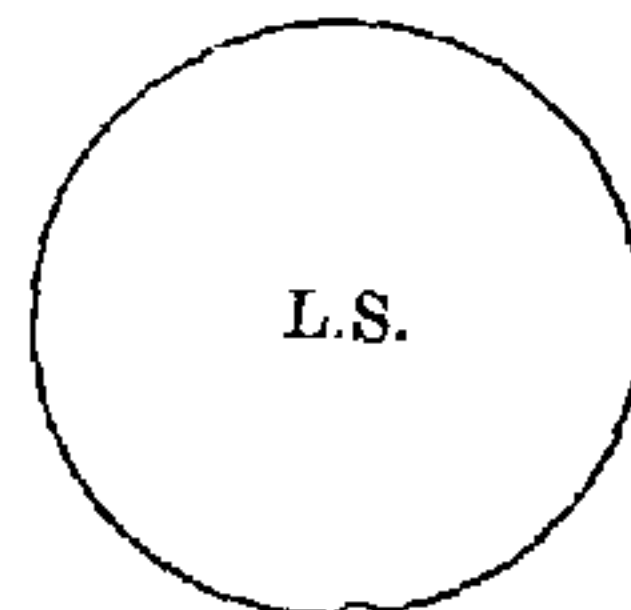
[60 & 61 VICT.] *South Western Railway (Various Powers) Act, 1897.* [Ch. clxvii.]

8. The Council shall forthwith withdraw their petition against the Company's Bill. A.D. 1897.

In witness whereof the Council and the Company have caused their respective seals to be hereunto affixed.

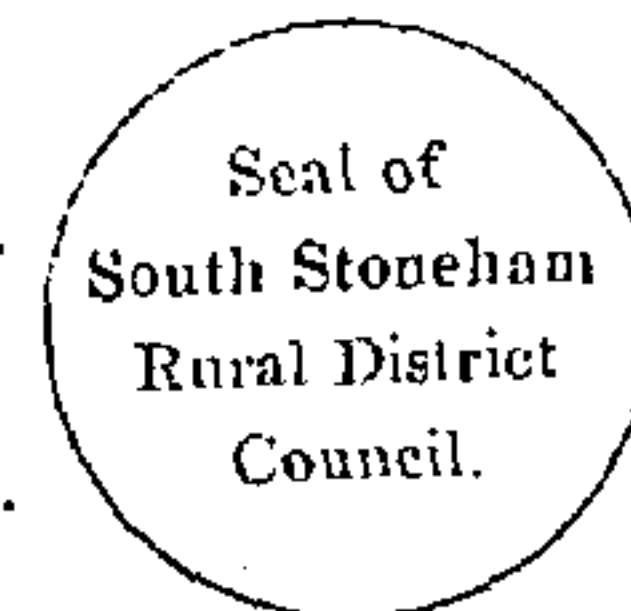
The common seal of the London and South Western Railway Company was hereto affixed in the presence of

FRED. J. MACAULAY  
Secretary.



R. R. S. ROSOMAN  
Chairman.

E. T. WESTLAKE  
Deputy Clerk.



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THE THIRD SCHEDULE.

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ARTICLES OF AGREEMENT made the 2nd day of October 1896 between the TORRINGTON AND OKEHAMPTON RAILWAY COMPANY (herein-after called "the Owing Company") of the one part and the LONDON AND SOUTH WESTERN RAILWAY COMPANY (herein-after called "the Working Company") of the other part.

1. The owning company shall at their own expense acquire in fee simple and free from all incumbrances land tax rents and outgoings (except a duly apportioned amount of tithe commutation rentcharge) and subject to the provisions of the Act next herein-after mentioned all the necessary lands and properties for forming the site of or for the purposes of forming the railway junctions stations and works respectively described or referred to in and authorised by the Torrington and Okehampton Railway Act 1895 and which railway junctions stations works and conveniences are herein-after included in the expression "the railway" and the owning company shall at their own expense forthwith proceed with and construct and finish the railway within the time limited by the Act or such extended time if any as Parliament may sanction.

2. The railway mentioned in Article 1.—

- (A) Shall be constructed on the gauge of 4 ft. 8½ in. exclusively;
- (B) Shall be constructed in a manner proper and sufficient for receiving carrying and accommodating the working plant of the working company of all descriptions but no bridges or other structures shall be of timber;
- (C) Shall commence by a junction with the working company's railway at Torrington Station and shall terminate by a junction with the working company's Devon and Cornwall Railway at or near the 196 mile post between Sampford Courtenay and Okehampton stations the points and mode and direction of junctions and their incidentals to be fixed and

[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

A.D. 1897.

- approved by the working company and completed ready for use by and at the expense in all things of the owning company ;
- (D) Shall be constructed finished fenced and completed as a single line of railway and with a proper length of double line for a passing place at the Hatherleigh Station and with signals signal boxes and all appliances and apparatus connected therewith required by the Board of Trade or the working company with telegraph communication electric block or tablet system as the working company may determine and with all incidental works and conveniences at such station with convenient approach roads thereto including the means of supplying and storing water for domestic and traffic and locomotive requirements ;
- (E) The station at Hatherleigh shall include a dwelling-house for the agent and be constructed with two platforms and in such positions as the working company may select consistent with the statutory powers and obligations of the owning company and with all necessary sidings goods sheds works and conveniences suitable to the character and description of the anticipated traffic thereat ;
- (F) The owning company shall provide such additional accommodation for engines at Okehampton as shall suffice for at least two engines altogether such addition to be subject to plans and details to be approved by the engineer of the working company ;
- (G) The owning company shall provide stopping places with passenger platform and small shelter and sidings and necessary accommodation for the reception and storage of merchandise or traffic at such places as may be reasonably required and approved by the working company and with signals signal boxes and all appliances and apparatus connected therewith required by the Board of Trade or the working company with telegraph communication electric block or tablet system as the working company may determine and if the working company at any time require it additional sidings or crossing places shall be provided by and at the expense of and on land to be provided by the owning company ;
- (H) The permanent way and ballasting shall be such as the working company's engineer (or in case of difference the Board of Trade) shall approve and shall be carried out in such manner and according to such plans and details as the engineer of the working company may determine ;
- (I) The railway shall comprise at the expense of the owning company all works and the performance of all obligations properly required by landowners road authorities and such bodies or persons as may have authority by statute or otherwise and all works rendered necessary by reason of roads being interfered with by the railway and all accommodation and other works whatsoever which on the opening of the railway are or may be necessary or proper for the purposes of the railway and the traffic thereon respectively.

3. In the event of the working company being of opinion after the opening of the railway that additional station accommodation sidings crossing places and other works or conveniences are from time to time requisite for the



[60 & 61 Vict.] *South Western Railway (Various Powers) Act, 1897.* [Ch. clxvii.]

proper accommodation and due development or the safe and convenient reception accommodation and conveyance of traffic and which the owning company would have had to construct had they been about to work the railway themselves (and which works are herein-after distinguished by the expression "additional works") such works shall be completed by and at the expense of the owning company in all the particulars in Article 2 enumerated and to the satisfaction of the Board of Trade and of the working company's engineer for the time being Provided that any difference between the owning company and the working company with reference to additional works or the necessity for the same shall be settled by a person to be appointed on the application of either party by the Board of Trade.

A.D. 1897.

4. The owning company shall supply the working company with a complete set of plans sections and drawings showing the line and all the works as carried out and all the lands purchased and copies of all agreements where any works of maintenance or otherwise have to be carried out and shall satisfy the working company that all accommodation works agreed to be constructed have been duly and properly executed And the liability of the working company to maintenance shall extend only to such works beyond the actual line of railway (hereafter referred to as "special works") as shall be specified in such agreements or of which specific notice shall before the opening of the railway be given to the working company and which shall be approved by them.

5. The owning company shall at their own expense during one year after the opening of the railway uphold maintain and repair the railway inclusive of all its works and permanent way and the special works to the approval and under the superintendence and control of the working company's engineer.

6. From and after the completion of the railway so as to be approved by the Board of Trade and by the engineer of the working company as fit for opening for public traffic in conformity with these Articles and subject to the execution and completion of any such additional works as provided in Article 3 the working company shall exclusively and in perpetuity work and equip with all rolling stock and locomotive power tools and stores adequate and proper or required by the working company and shall exclusively manage work man and maintain the same and the works and conveniences thereof including the special works at their own expense (but subject and without prejudice to the obligation of the owning company under Article 5) and so as fully and fairly to accommodate and develop the traffic both local and through and shall at all times use the railway so as fully and fairly to develop the traffic of the district and shall at all times carry by the railway all traffic to or from places south and west of Okehampton from or to places on the railway or places beyond as far as and including Fremington.

7. The working company shall pay all rates and taxes properly chargeable on the occupiers of the railway (including the apportioned tithe commutation rentcharge) and shall indemnify the owning company therefrom but the owning company shall out of the moneys payable to them under these Articles pay the property or income tax and all rentcharges or annual payments by way of rent for lands taken by them for the purposes of the

[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

A.D. 1897. railway and all rates and taxes properly and usually payable by landlords (if any) including all unredeemed land tax.

8. The gross amount of all the tolls fares rates and charges from time to time payable in respect of the railway and the traffic thereon and received by the working company shall be divided between and belong to the two companies in the following proportions :—

First. The working company shall retain out of such gross amount the Government duty from time to time payable and such sum or sums as shall be equal to 50 per centum of such gross amount in any half-year after the deduction therefrom of the Government duty ;

Second. The owning company shall subject to the payments to be made by them as herein-before provided have the balance of such gross amount which shall be paid half-yearly to and belong to them each half-year ending as the case may be on the thirtieth day of June and the thirty-first day of December and such half-yearly payment shall be made not later than the first day of September and the first day of March in each year.

9. The gross amount referred to in Article 8 shall comprise—

(A) The gross tolls fares rates and charges received by the working company in respect of all local traffic arising and terminating on the railway inclusive of local receipts at cloak rooms and for advertisements and rents of bookstalls or refreshment rooms cottages wharves and other similar sources of revenue arising on the railway ; and

(B) The rateable due mileage proportion of all the tolls fares rates and charges received in respect of all through traffic which is carried upon or over the railway or any portion thereof and also upon or over any other railways after the deduction of the usual railway clearing house terminals or in the case of coal and mineral traffic such terminals as may be arranged by the working company or in case of traffic coming from stations of the working company such terminals as may be mutually agreed all such terminals on through traffic arising at or terminating at stations upon the railway being credited to the railway as part of the gross amount in respect of such through traffic but the Torrington and Okehampton stations shall not be considered to be stations on the railway for this purpose.

Such gross amount shall not include in any case any "paid ons" nor moneys received or receivable for the collection cartage or delivery of traffic at to or from any station upon the railway or in connexion therewith all which shall belong to and be retainable by the working company.

10. All the superfluous lands if any (a plan of which shall be agreed by the engineers of the respective companies) of the owning company and the rents issues profits and proceeds thereof shall belong to them as their exclusive property and shall not be brought into account for any of the purposes of these presents but shall be dealt with and disposed of by them as they shall think fit.

11. The owning company shall not sell or lease the railway or any part thereof to any company or person other than the working company without the assent of the working company in writing under seal nor shall they



without such assent amalgamate their undertaking with any other undertaking than that of the working company nor accept a rebate from any other company or person but the working company shall be at liberty at any time to apply to Parliament and the owning company shall at the expense of the working company concur in and support such application for powers enabling the owning company to transfer absolutely or to lease and the working company to accept an absolute transfer or lease of the railway and thereupon the railway shall absolutely be transferred to or leased by the owning company to the working company or in the case of a lease for a virtual perpetuity or for so long a period as Parliament may sanction such transfer or such lease as the case may be to be on such terms pecuniary or otherwise as may be agreed between the owning company and the working company.

A.D. 1897.  
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12. Each of the companies will keep all such accounts and vouchers as shall be proper and sufficient for the purposes of these Articles which accounts and vouchers shall be open at reasonable times to the inspection and transcription of the directors and agents of the companies respectively and the companies respectively will afford to each other all proper and sufficient facilities for the inspection and transcription of such accounts and vouchers.

13. Each of the companies will within a date to be agreed upon or in any case within two calendar months after the thirtieth of June and the thirty-first of December in every year transmit to the other an accurate abstract of such of the accounts as are from time to time necessary to be shown for any of the purposes of these Articles and if and whenever either of the companies within thirty days after the transmission to them of any abstract of accounts requires the other company to verify the same they will do so and the abstract of accounts shall if necessary be made correct and shall thenceforth be deemed a settled account or if the thirty days be permitted to pass without requiring the verification of the abstract of accounts the same shall thereupon be deemed a settled account and no account once settled shall be re-opened.

14. Every notice request account or other writing to be given by either of the companies to the other of them for any of the purposes of these Articles shall be sufficient if it be sent by the secretary of the company giving such notice and be left addressed to the other company as regards the owning company at their principal office for the time being or such other place as they shall from time to time notify in writing to the working company and as regards the working company at their principal office or such other place as they shall from time to time notify to the owning company.

15. If and whenever any difference arises between the owning company or their assigns and the working company or their assigns touching the true intent and construction of these Articles or any thing to be done suffered or omitted in pursuance of them or any of the incidents or consequences of these Articles or touching the carrying into effect of any of them or any breach or non-fulfilment or alleged breach or non-fulfilment of them or touching any liability damages losses costs or expenses by reason of any such breach or non-fulfilment or alleged breach or alleged non-fulfilment or any claim or demand relating to any such liability



[Ch. clxvii.] *South Western Railway (Various Powers) Act, 1897.* [60 & 61 Vict.]

A.D. 1897. — damages losses costs or expenses or otherwise relating to the premises every such difference shall unless herein before otherwise specially provided be referred to and determined by arbitration in accordance with the provisions of the Railway Companies' Arbitration Act 1859 and every question or matter so referred shall be deemed to be in difference between the companies parties hereto and this Article shall accordingly be and have effect as an agreement between the companies for arbitration under that Act.

16. If either company shall so desire there may be application to Parliament or the Board of Trade under the Railway Companies Powers Act 1864 by such company for confirming these Articles and for making the provisions thereof or such of them as may be considered beyond the statutory authority of the companies or either of them fully obligatory and the other company shall join in and shall not oppose such application and the expense thereof shall be borne by the companies in such proportions as they may agree or as shall be settled by arbitration.

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

The common seal of the Torrington and Okehampton Railway Company affixed hereto in the presence of  
 G. M. F. MOLESWORTH Chairman.  
 JAMES H. LOCKLEY.  
 ARTHUR J. LAWMAN Secretary.

} Directors.



The common seal of the London and South Western Railway Company affixed hereto in the presence of  
 FRED. J. MACAULAY Secretary.



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T. DIGBY PIGOTT, Esq., C.B., the Queen's Printer of Acts of Parliament.

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