# CHAPTER cii.

An Act to confer further powers on the London Brighton and South Coast Railway Company to make provision with respect to the supply of electricity to the Company and for other purposes. A.D. 1914.

[31st July 1914.]

WHEREAS it is expedient that powers should be conferred upon the London Brighton and South Coast Railway Company (who are hereinafter referred to as "the Company")—

To make the widenings and works in this Act described; and

To purchase additional lands and to use the same for the purposes by this Act authorised:

And whereas the period limited by the London Brighton and South Coast Railway Act 1911 for the completion of the railway in the county of Surrey described in and authorised by the London Brighton and South Coast Railway Act 1901 will expire on the 26th day of July 1914 and it is expedient that the said period should be extended: 1 & 2 Geo. 5. c. lx. 1 Edw. 7. c. cxi.

And whereas the period limited by the said Act of 1911 for the completion of the railways in the county of Sussex and the widenings of railways in the same county described in and authorised by the London Brighton and South Coast Railway Act 1903 will expire on the 26th day of July 1914 and it is expedient that the said period should be extended: 3 Edw. 7. c. cxx.

And whereas it is expedient that the Company should be empowered to apply to the purposes of this Act any capital which they are already authorised to raise and that the powers in this Act contained should be conferred upon the Company

A.D. 1914.

with reference to the creation and issue of redeemable stock and redeemable debenture stock and with reference to the issue of stock warrants and debenture stock certificates to bearer:

And whereas considerable sections of the railways of the Company are worked by electrical traction and the use of electrical traction may be extended and it is expedient that the provisions of this Act should be made with reference to the continuance of the supply of electrical energy under existing or future contracts notwithstanding that any station or undertaking from which such supply is derived is liable to compulsory purchase:

And whereas it is expedient that the other provisions of this Act should be made:

And whereas plans and sections showing the lines and levels of the widenings and works authorised by this Act and the lands required or which may be taken for the purposes thereof and plans of the lands which may be acquired under this Act and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands have been deposited with the respective clerks of the peace for the counties of London Surrey and Sussex and the said plans sections and book of reference are in this Act referred to as the deposited plans sections and book of reference respectively:

And whereas the objects aforesaid cannot be effected without the authority of Parliament:

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows:—

Short title.

**1.** This Act may be cited for all purposes as the London Brighton and South Coast Railway Act 1914.

Incorporation of general Acts.

**2.** The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Parts I. and II. (relating respectively to construction of a railway and to extension of time) of the Railways Clauses Act 1863 are subject to the provisions of and except where varied by this Act incorporated with and form part of this Act.

Interpretation.

**3.** In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction.

Interpretation of term "parish clerks" &c.

**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 as regards the administrative county of London mean the town clerks of the metropolitan boroughs.

Power to construct works.

**5.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the widenings of railways (including in that expression the alteration and improvement of existing railways and the laying down of additional lines of rails) and works hereinafter described with all proper stations sidings approaches works and conveniences connected therewith respectively and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference as they may require for those purposes (that is to say):—

A widening (No. 1) on the north side of the Company's West End and Crystal Palace Railway commencing in the parish of Streatham in the metropolitan borough of Wandsworth in the county of London at a point $2\frac{1}{2}$ chains or thereabouts measured in a westerly direction from the signal cabin at Balham Junction passing through the parish of Clapham in the said metropolitan borough of Wandsworth and terminating in the said parish of Streatham at a point 12 chains or thereabouts measured in an easterly direction from the bridge carrying the Streatham high road over the Company's railway:

A widening (No. 2) wholly in the parish of Streatham in the metropolitan borough of Wandsworth in the county of London on the south side of the Company's West End and Crystal Palace Railway commencing at a point 9 chains or thereabouts measured in a westerly direction from the centre of the bridge carrying the Streatham High Road over the Company's railway and terminating at a point 12 chains or thereabouts measured in an easterly direction from the said bridge:

A.D. 1914.

A widening (No. 3) wholly in the parish and county borough of Croydon in the county of Surrey on the western side of the Company's main line commencing at a point 2 chains or thereabouts measured in a southerly direction from the booking office on the up platform at Norwood Junction Station and terminating at a point 12 chains or thereabouts measured in a northerly direction from the bridge known as Goat House Bridge over the Company's railway:

A widening (No. 4) wholly in the parish and metropolitan borough of Lambeth in the county of London on the north-western side of the Company's Peckham and Sutton line commencing at a point 7 chains or thereabouts measured in a north-easterly direction from the centre of the bridge carrying the Company's railway over Thurlow Park Road and terminating at a point 4 chains or thereabouts measured in a south-westerly direction from the said bridge.

In connection with Widening No. 4 hereinbefore described the Company may alter and divert the portion of the railway in the said parish and metropolitan borough of Lambeth in part belonging to the Company and in part belonging to the London Chatham and Dover Railway Company between a point on the railway so to be altered and diverted 5 chains or thereabouts northward of the bridge carrying the Company's railway over Thurlow Park Road and the northern side of the said bridge.

Limiting amount of commonable land to be acquired.

**6.** The Company shall not under the powers of this Act purchase or acquire for the purposes of Widening No. 1 by this Act authorised any greater quantity of the common or commonable lands known as Tooting Bec Common in the parish of Streatham in the metropolitan borough of Wandsworth than three perches and for the purposes of the construction of the footbridge across the Company's Wimbledon and Croydon Railway in the parish of Mitcham in the rural district of Croydon by this Act authorised any greater quantity of the common or commonable lands known as Mitcham Common in the said parish and rural district than three perches.

Inclination of road.

**7.** Subject to the provisions of this Act the Company may in altering for the purposes of this Act the public road numbered on the deposited plans 18 in the parish and county borough of

Croydon make the same of any inclination not steeper than 1 in 15·4. A.D. 1914.

Height and span of bridges.

**8.** The Company may make the arches of the bridges for carrying the widenings over the roads next hereinafter mentioned of any heights and spans not less than the heights and spans hereinafter mentioned in connection therewith respectively (that is to say) :—

| No. on Deposited Plan. | Parish &c. | Description of Road. | | Height. | | Span. | |
|---|---|---|---|---|---|---|---|
| | | | | Ft. | in. | Ft. | in. |
| 3 | Parish of Streatham metropolitan borough of Wandsworth. | Road Tooting Bec Common | | 13 | 6 | 40 | 0 |
| 18 | Parish and county borough of Croydon. | Public road (Portland Road) | over footway | 12 | 5 | 7 | 2 |
| | | | over roadway | 13 | 0 | 25 | 0 |
| | | | over footway | 12 | 5 | 7 | 2 |
| 3 | Parish and metropolitan borough of Lambeth. | Public road (Thurlow Park Road) | over footway | 14 | 5 | 11 | 0 |
| | | | over roadway | 14 | 2 | 40 | 9 |
| | | | over footway | 14 | 5 | 11 | 0 |

Underpinning of houses near works.

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

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

(2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :

A.D. 1914.

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Board of Trade and the Arbitration Act 1889 shall apply to the reference:

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this enactment:

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury Provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof:

(7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensate under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Widenings and diverted railway to form part of existing undertakings.

**10.** The widenings and the works connected therewith respectively executed under the authority of this Act (including so much of the altered or diverted railway in the parish and metropolitan borough of Lambeth as is the property of the Company) shall for the purposes of tolls rates and charges and all other purposes whatsoever be part of the London Brighton and South Coast Railway and comprised in the undertaking of the Company and so much of the altered or diverted railway in the said parish and metropolitan borough of Lambeth as is the property of the London Chatham and Dover Railway Company shall for those purposes be part of the London Chatham and Dover Railway and comprised in the undertaking of the London Chatham and Dover Railway Company.

For protection of London Chatham and Dover Railway Company and South Eastern and Chatham Railway Companies Managing Committee.

**11.** For the protection of the London Chatham and Dover Railway Company and the South Eastern and Chatham Railway Companies Managing Committee (hereinafter in this section together referred to as "the railway company") the following provisions shall unless otherwise agreed between the Company and the railway company apply and have effect (that is to say):—

(1) Notwithstanding anything contained in this Act or shown upon the deposited plans and sections the Company shall not without the previous consent in writing of the railway company under their common seal purchase or acquire any lands or property of the railway company but the Company may purchase and take and the railway company shall and they are hereby authorised to sell and grant accordingly an easement or right of using such lands and property

A.D. 1914.

as may be required by the Company for the purpose of carrying out the alteration and diversion by this Act authorised of the portion of railway belonging to the London Chatham and Dover Railway Company (in this section referred to as "the diverted railway") The amount to be paid for the acquisition of such easement shall be settled in case of difference in the manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement:

(2) Before commencing any works in connection with Widening No. 4 and the alteration and diversion of the railway belonging to the Company and of the diverted railway the Company shall deliver to the railway company plans sections drawings and specifications of the works proposed to be executed indicating the positions of any altered or additional signals (hereinafter called "the works") and if at the expiration of twenty-one days from the delivery of such plans sections drawings and specifications the same shall not be approved by the engineer of the railway company the matter in difference shall unless otherwise agreed be settled by arbitration as hereinafter provided Provided that if the engineer of the railway company fails to signify his approval or disapproval of the said plans sections drawings and specifications within twenty-one days from the delivery thereof to the railway company he shall be deemed to have approved thereof:

(3) The works shall be executed and (other than the permanent way of the diverted railway) shall be hereafter maintained by and at the expense of the Company in accordance with the plans sections drawings and specifications so approved or settled by arbitration and under the superintendence and to the reasonable satisfaction of the engineer of the railway company and in such manner as to avoid injury to the railway company's railway works and property and all repairs and works of maintenance shall be so carried out by the Company as to avoid damage to the said railway works and property of the railway company

and so that the traffic upon the railway of the railway company shall not be impeded or interfered with more than may be reasonably necessary:

(4) The Company shall pay to the railway company the reasonable expense of the employment by them of a sufficient number of inspectors and watchmen to be appointed by them for watching the railway works and property of the railway company during the execution of the works or their subsequent maintenance by the Company and for preventing as far as may be all interference obstruction danger and accident arising from any of the operations of the Company or from the acts or defaults of their contractors or of any person or persons in their employ or otherwise:

(5) Notwithstanding the approval by the engineer of the railway company of any plans or the superintendence by the engineer of any works the Company shall indemnify the railway company against any damage or compensation for which they may be liable by reason of any interruption of the traffic on to or from the diverted railway or by reason of any accident thereon or by reason of any injury or damage to the works or property of the railway company occasioned by the acts omissions or defaults of the Company their servants contractors or agents:

(6) If by or in consequence of the execution of the works or of Widening No. 4 by this Act authorised it becomes necessary to add to alter or change the position of any signals signal posts or other like works upon the diverted railway maintained and worked by the railway company the same shall be so added to altered or moved by the railway company and the reasonable expense thereof and of maintaining any additional signals signal posts or other like works over and above the cost of maintaining the existing signals signal posts or other like works shall be paid by the Company to the railway company:

(7) The Company shall repay to the railway company any extra expense which the railway company may reasonably incur in maintaining the permanent way

A.D. 1914.

of the diverted railway for a period of twelve months from the date of the completion of the alteration or diversion thereof :

(8) So soon as Widening No. 4 by this Act authorised is completed and opened for traffic the railway company shall be entitled to run over and use so much of the said widening as will be constructed by the Company in substitution for the portion of the railway of the Company over which the railway company now have the right to run :

(9) So soon as the diverted railway is completed and opened for traffic the diverted railway shall subject to the provisions of this section become the property of the London Chatham and Dover Railway Company :

(10) Nothing in this Act shall prejudice any rights or powers of the railway company under the London Brighton and South Coast Railway (Mitcham and Tooting Lines) Act 1863 the London Chatham and Dover Railway (New Lines) Act 1864 or the South Eastern and London Chatham and Dover Railway Companies Act 1899 and the provisions of those Acts shall extend and apply to so much of Widening No. 4 as will be constructed by the Company in substitution for the portion of the railway of the Company over which the railway company now have the right to run :

(11) Any difference which may arise between the Company and the railway company with reference to the provisions of this section or in any way arising thereout shall unless otherwise provided for in this section be referred to and determined by an engineer to be agreed upon between the Company and the railway company or failing agreement by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply.

For protection of London and South Western Railway Company.

**12.**—(1) So soon as Widening No. 4 by this Act authorised is completed and opened for traffic the London and South Western Railway Company (in this section referred to as "the South Western Company") shall be entitled to run over and

use so much of the said widening as will be constructed by the Company in substitution for the portion of the railway of the Company now used by the South Western Company.

(2) So soon as the alteration and diversion of the portion of the railway in part belonging to the Company and in part belonging to the London Chatham and Dover Railway Company by this Act authorised in connection with Widening No. 4 is completed and opened for traffic the South Western Company shall be entitled to run over and use such altered and diverted portion of railway in lieu of the portion of the railway for which the same will be substituted.

For protection of Metropolitan Water Board.

**13.** For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the Company have effect (that is to say):—

(1) If in constructing Widening No. 3 by this Act authorised the Company shall alter the water main of the board so far as the same is carried on brackets outside the northern parapet of the bridge over the railway of the Company in the parish and county borough of Croydon known as Goat House Bridge the Company shall at their own expense carry out such alteration so as to maintain the water supply by means of the said main and to the reasonable satisfaction of the board and shall carry the said main along the extended portion of the said bridge by means of a steel pipe attached to the extended bridge in a similar manner to that on the existing bridge:

(2) Not less than one month before commencing the construction of so much of the said Widening No. 3 as is within ten yards of the said Goat House Bridge the Company shall deliver to the board a plan section and specification of that part of the said widening so far as the same may affect the said main describing the proposed manner of executing such portion of the said widening:

(3) In constructing the extension of the bridges for the purposes of Widenings Nos. 1 2 and 3 the Company shall to the reasonable satisfaction of the board

A.D. 1914.

substitute steel pipes of an internal diameter or capacity equal to the existing mains on and over the extended bridge superstructures in substitution for the portions of the existing mains of the board:

(4) The Company shall construct the bridge for carrying the Widening No. 4 over the road numbered 3 on the deposited plans in the parish and metropolitan borough of Lambeth so that the foundations for the abutments and piers thereof shall be carried down to a depth of at least $4\frac{1}{2}$ feet below the surface of the said road:

(5) Not less than twenty-eight days before commencing any of the works by this Act authorised over or under any part of any street or road in or under which any main pipes and apparatus (in this section referred to as "apparatus") of the board is situate the Company shall deliver to the board a plan section and description of so much of the works as will be constructed over or under such street or road:

(6) The board may at any time within twenty-eight days of the receipt of any such plan section and description by notice in writing intimate to the Company their requirements so far as the Company's proposed works will involve interference with such apparatus of the board and may require the Company to substitute temporarily other apparatus in such manner as may be reasonably specified by the board and any difference which may arise between the board and the Company under this subsection shall be determined by arbitration as hereinafter provided Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company Provided also that if within fourteen days after the receipt of any such plan section and description the board shall give written notice to the Company of their intention themselves to execute any works in connection with the apparatus of the board it shall be lawful for the board instead of the Company to execute such works

and to lay down and remove such substituted apparatus under the superintendence and to the reasonable satisfaction of the engineer of the Company in so far as the said works will affect the works and property of the Company and the reasonable cost incurred by the board in executing such works shall be repaid to the board by the Company:

(7) The Company shall carry out such works as aforesaid in strict accordance with the plan section and description approved by the board or settled by arbitration and shall carry out all such works under the superintendence and to the reasonable satisfaction of the engineer of the board:

(8) The Company in executing any works by this Act authorised shall make good all damage done by the Company to the apparatus or other property of the board and shall make compensation to the board for any loss which the board may sustain by reason of any such damage to their apparatus or property:

(9) If any interruption in the supply of water by the board shall without the written authority of the board be in any way occasioned either by the execution or failure of the works by this Act authorised or of any substituted or temporary works or by any act omission or default of the Company or 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 pay to the board all loss costs damages and expenses which the board may sustain or incur by reason of such interruption:

(10) The board may if they deem fit employ watchmen or inspectors to watch any works to be executed by the Company under this Act whereby any apparatus of the board will or may be interfered with or affected and the reasonable expenses of the employment of such watchmen or inspectors shall be borne by the Company and be paid by them to the board:

(11) The expenses of all repairs or renewals of any apparatus of the board which may be rendered necessary by or in consequence of the acts or defaults of the Company

A.D. 1914.

their contractors agents workmen or servants or any person in the employ of them or any of them or rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of such works or at any time within twelve months thereafter shall be borne by the Company and paid by them to the board:

(12) If any difference shall arise between the board and the Company with respect to the provisions of this section or in any way arising thereout the matter in difference shall be referred to and settled by an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of London County Council.

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

(1) Notwithstanding anything contained in this Act sections 17 18 and 19 of the London Brighton and South Coast Railway Act 1903 are incorporated with and form part of this Act and shall extend and apply to the lands which the Company are by this Act authorised to acquire or the purchase of which is confirmed thereby and to any works matters or things by this Act authorised as fully and effectually to all intents and purposes as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto:

(2) (*a*) If the Company construct any part of Widening No. 1 or of Widening No. 2 by this Act authorised beneath Streatham High Road and if for the purposes of such widenings or either of them the Company within ten years from the passing of this Act demolish so much of any of the buildings on the lands in the metropolitan borough of Wandsworth numbered 15 18 19 and 20 on the deposited plans as fronts upon Streatham High Road they shall

forthwith give notice in writing thereof to the council and shall if so required by the council in writing within six months after the receipt of such notice permit the council on and over so much of such lands then belonging to the Company the buildings on which have been so demolished to widen such part of Streatham High Road along the frontage of such lands to the extent shown by red colour on the plan hereinafter referred to;

(*b*) If and when the Company acquire the lands in the metropolitan borough of Lambeth numbered 1 2 and 3 on the deposited plans in reference to the additional lands at West Norwood Station which the Company are by this Act authorised to acquire and if the Company within ten years from the passing of this Act demolish so much of any of the buildings thereon as fronts on High Street West Norwood they shall forthwith give notice in writing thereof to the council and shall if so required by the council in writing within six months after the receipt of such notice permit the council on and over so much of such lands then belonging to the Company to widen such part of High Street West Norwood along the frontage of such lands to the extent shown by red colour on the plan hereinafter referred to;

(*c*) The council shall pay to the Company as compensation for the lands so used for the widening of Streatham High Road and High Street West Norwood respectively such an amount as failing agreement may be settled by arbitration in manner provided in the Lands Clauses Acts with respect to the acquisition of lands otherwise than by agreement the basis of such compensation to be the value of the said lands considered as vacant land in possession;

(*d*) The plan "A" showing the lands fronting upon Streatham High Road and High Street West Norwood respectively which may be used for the widening of those streets under the provisions of this subsection has been signed in duplicate by Rupert Sackville Gwynne the Chairman of the Committee

A.D. 1914.

of the House of Commons to which the Bill for this Act was referred and one copy of such plan has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons:

(3) 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 erected in connection therewith and whether during or after the construction of the widenings and works by this Act authorised within view of any public street or open space in the administrative county of London any placards or advertisements except such as have been approved in writing by the council and if any such placard or advertisement is 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 placards giving information to the public as to the traffic of the Company:

(4) The Company shall not in making maintaining working or using the Widenings Nos. 1 and 2 and the works connected therewith by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the council or any traffic on such tramways and if at any time hereafter the free uninterrupted and safe user of the said tramways or any traffic thereon is obstructed hindered or interfered with by reason of the said widenings and works the Company shall pay to the council such damages as the council sustain by reason thereof:

(5) The Company shall be responsible for and make good to the council all costs losses damages and expenses which may be occasioned to the council or to the said tramways or to any person using the same by reason of the construction maintenance user or failure of the widenings and works by this Act authorised or of any act or omission of the Company or of any

person in their employ or of their contractors and the Company shall effectually indemnify and hold harmless the council from all claims and demands upon or against them by reason of such construction maintenance user or failure or of any such act or omission :

(6) The Company shall in constructing the Widenings Nos. 1 and 4 by this Act authorised over the streets numbered on the deposited plans 3 in the parish of Streatham in the metropolitan borough of Wandsworth and 3 in the parish and metropolitan borough of Lambeth make the extended portions of the bridges over such streets as girder bridges of any heights and spans not less than the heights and spans mentioned in reference to the said bridges in the section of this Act the marginal note whereof is "Height and span of bridges" and shall make the extended portion of the bridge over the street known as Cavendish Road numbered on the deposited plans 2 in said parish of Streatham as a girder bridge which shall have a clear headway throughout above the existing surface of the street of not less than eighteen feet and a clear span throughout measured on the square of not less than forty feet :

(7) In connection with the construction of the extension of the bridges over Cavendish Road numbered on the deposited plans 2 and over the road numbered on the deposited plans 3 in the said parish of Streatham the Company shall convey to the council in exchange for the lands coloured blue hereinafter referred to the lands coloured red on the plan "B" which has been signed in duplicate by Rupert Sackville Gwynne the Chairman of the Committee of the House of Commons to which the Bill for this Act was referred (one copy of which plan has been deposited in the Parliament Office of the House of Lords and one copy in the Private Bill Office of the House of Commons) and such lands shall be thereupon deemed to form part of the highway of such roads respectively or of the Tooting Bec Common as the case may be and any byelaws and regulations in force relating to

A.D. 1914.

the said common shall extend and apply to any such lands so added to the said common:

Provided always that the Company shall have the right to construct and maintain Widening No. 1 over the lands coloured red on the northern side of the railway and to maintain the present railway and works over the lands coloured red on the southern side of the railway:

(8) The council shall in exchange for the lands coloured red on the said plan "B" convey to the Company the lands coloured blue on the said plan "B" and such lands shall thereupon form part of the undertaking of the Company:

(9) The extended portions of the said bridges shall be of a reasonably ornamental character and design and shall so far as practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any street area or forecourt and so as to deaden the sound of engines carriages and traffic passing over them and the parapets to the extended portions of such bridges shall be carried up to a height of six feet above rail level In constructing the extensions of the said bridges the Company shall face the abutments thereof with brown salt glazed bricks to a height of three feet above road level and the remaining portion of such abutments with white glazed bricks and shall at all times keep the surface of such bricks clean and in good repair to the reasonable satisfaction of the local authority:

(10) The construction of the additional openings beneath Streatham High Road for the purposes of Widenings Nos. 1 and 2 by this Act authorised shall be executed so as not to lessen the present clear width of such street including the footway or footways and so as to prevent as far as may be practicable the escape of steam smoke or other offensive effluvia into such street:

(11) The Company shall not commence to construct the extension of the said bridges or the construction of the said additional openings until they have given to

the council twenty-eight days' previous 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 all other necessary particulars and until the council have signified their approval of the same Provided that if the council fail to signify such approval or their disapproval within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid they shall be deemed to have approved thereof Provided also that in the event of disapproval by the council of any such plans elevations sections or particulars the matter in difference shall failing agreement be settled by arbitration as hereinafter provided:

(12) 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 extension or the said additional openings and shall save harmless the council against all and every expense to be occasioned thereby and the extension of the said bridges and the construction of the said additional openings shall be done to the reasonable satisfaction of the council at the expense in all respects of the Company and all the reasonable expense to which the council may be put by reason of the extension of the said bridges or the construction of the said additional openings whether in the execution of the works the preparation or examination of plans elevations and sections or reasonable superintendence by the council shall be paid to the council by the Company:

(13) Any difference which may arise between the Company and the council under this section except under subsections (1) and (3) thereof shall be determined by an arbitrator to be agreed upon between the Company and the council or failing agreement to be appointed by the President of the Institution of Civil Engineers at the request of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to the arbitration.

A.D. 1914.

For protection of Wandsworth Borough Council.

**15.** For the protection of the Wandsworth Borough Council (in this section referred to as "the borough council") the following provisions shall unless otherwise agreed between the Company and the borough council have effect (that is to say):—

(1) The Company shall not in connection with Widening No. 1 by this Act authorised commence to construct the extension of the bridges over the roads numbered on the deposited plans 2 and 3 in the parish of Streatham in the metropolitan borough of Wandsworth until they shall have given to the borough council twenty-eight days' notice in writing of their intention to commence the same by leaving such notice at the office of the borough council with plans elevations sections and other necessary particulars:

(2) The Company shall if required by the borough council provide one gas lamp (of equal power to the gas lamps in the adjoining streets) for each of the said extended bridges and shall keep such lamps properly lighted during the hours when the lamps in the adjoining streets are lit:

(3) Where in the exercise of the powers conferred by this Act the Company shall interfere with the traffic along any public highway within the jurisdiction of the borough council such interference shall be subject to the reasonable control of the borough council and shall not be for any longer period than shall be reasonably necessary having regard to the nature of the works to be carried out and all the circumstances thereof:

(4) The footbridge crossing the Company's Croydon and Balham Railway in the metropolitan borough of Wandsworth adjacent to the bridge carrying Tooting Bec Road over that railway shall not be taken down or removed until a footpath has been constructed in accordance with the provisions contained in an agreement dated the 12th day of May 1914 and made between the Company of the one part and the borough council of the other part:

(5) Where any of the works by this Act authorised will pass over under or by the side of or so as to interfere

with any sewer drain or gully under the jurisdiction or control of the borough council the Company shall not commence such works until they shall have given to the borough council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the borough council for the time being with a plan and section showing the position and manner in which and the levels at which the works are proposed to be constructed and any other necessary particulars relating thereto and until the borough council shall have signified their approval of the same Provided that if the borough council do not signify their approval or disapproval within twenty-eight days after service of the said plan section and particulars as aforesaid they shall be deemed to have approved thereof Provided also that in the event of disapproval by the borough council of any such plan section or particulars as aforesaid the matter in difference shall failing agreement be referred to arbitration as hereinafter provided:

(6) The Company shall carry out such works in accordance with the plan and section so approved or settled by arbitration and shall comply with all reasonable directions of the borough council in the execution of the said works and shall provide by new altered or substituted works in such manner as the borough council shall reasonably require for the proper protection of and for preventing injury or impediment to any such sewer drain or gully as aforesaid by reason of the said works or any part thereof and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the borough council at the expense of the Company and the reasonable expenses to which the borough council may be put by reason of such works of the Company whether in the execution of works the preparation or examination of plans or sections or the reasonable superintendence by the borough council shall be paid to the borough council by the Company and when any new altered or substituted works as aforesaid

A.D. 1914.

shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the borough council as any sewers drains gullies or works may now be:

(7) The Company shall make good all injury or damage caused by or resulting from any of the works of the Company by this Act authorised to any of the roads sewers drains gullies or works vested in the borough council:

(8) Nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested in the borough council:

(9) Any difference which may from time to time arise between the Company and the borough council under this section or in any way arising thereout shall be determined by an arbitrator to be agreed upon between the Company and the borough council or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers at the request of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to the arbitration.

For protection of Croydon Corporation.

**16.** Notwithstanding anything contained in this Act or in the Acts incorporated therewith or shown on the deposited plans and sections in connection with Widening No. 3 by this Act authorised the following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of Croydon (in this section called "the corporation") shall except as may be otherwise agreed between the corporation and the Company apply and have effect (that is to say):—

(1) The Company shall not alter the level of the public road known as Portland Road and numbered on the deposited plans 18 in the parish and borough of Croydon without the consent of the corporation:

(2) The said widening shall be carried over Portland Road by means of an extension of the existing bridge and so that no space shall intervene between the existing bridge and the extended portion thereof:

(3) The extended portion of the said bridge shall be constructed of any heights not being less than those mentioned in reference to the said bridge in the section of this Act the marginal note whereof is "Height and span of bridges" and so that the total width of the road (including the footpaths thereof and the space occupied by any piers or supports) shall not be less than 42 feet such width being measured at right angles to the abutments of the said extended bridge:

(4) The extension of the said bridge where it crosses Portland Road shall not exceed 17 feet measured from the outside of the parapet of the existing bridge:

(5) The superstructure of the extended portion of the said bridge shall be of girder construction and shall be supported by intermediate columns of similar size and in line with the columns supporting the superstructure of the existing bridge and the side walls and abutments of such extended portion shall be faced with white glazed bricks to the reasonable approval of the corporation from a level of three feet above the surface of the footpaths and the Company shall at all times keep the surface of such bricks clean and in good repair to the reasonable satisfaction of the corporation:

(6) The extended portion of the said bridge shall be of a reasonably ornamental character and design to be approved by the corporation and shall be made and maintained so as to prevent as far as is practicable the dripping of water therefrom on any part of the road or footpaths thereunder and so as to deaden as far as is reasonably practicable the sound of engines carriages and traffic passing over the same:

(7) The Company shall not fix or exhibit or permit to be fixed or exhibited upon the extended portion of the said bridge within view of any public street any placard or advertisement except such (if any) as shall have been approved in writing by the town clerk of the said borough and if any placard or advertisement be fixed or exhibited contrary to this

A.D. 1914.

provision the corporation by their authorised officers may remove the same:

(8) If in the construction of the works authorised by this Act it shall be necessary to remove or permanently interfere with the existing flight of steps leading from Portland Road to Portland Place the corporation may reconstruct such flight of steps in such position as they may consider most convenient and any reasonable expense thereby incurred shall be defrayed by the Company:

(9) (*a*) If the Company have acquired or shall under and for the purposes of this Act acquire any of the lands shown upon the deposited plans and numbered thereon 21 to 35 inclusive in the said parish and borough of Croydon and abutting upon High Street (South Norwood) and if for the purposes aforesaid the Company shall within ten years from the passing of this Act demolish so much of any of the buildings thereon as fronts on the said street the Company shall thereupon give to the corporation notice of such demolition and if within three months after the receipt of such notice the corporation shall by notice in writing under the hand of the said town clerk so request the Company shall convey to the corporation such interest as the Company shall have acquired in so much of such lands then belonging to the Company the buildings on which have been so demolished as may be required to allow of the widening by the corporation of such part of the said street as is opposite such lands to a width of 50 feet and as and when such lands are so conveyed the corporation shall at their expense forthwith make up the same as part of the said street;

(*b*) The price to be paid by the corporation for any land conveyed to them under this subsection shall bear to the total expenditure of the Company for and in connection with the acquisition of the lands (including the buildings thereon and all interests therein but excluding the costs of this Act) of which the land so conveyed forms part the same proportion as the

area of the land so conveyed bears to the area of the lands of which it forms part:

(10) In any case where any house or other building acquired under the powers of this Act within the borough of Croydon shall have been wholly or in part demolished by the Company the Company shall not leave any adjoining house or other building or any portion of a partly demolished house or other building in an unsightly condition for a longer period than is reasonably necessary:

(11) Where the surface of any street in the borough of Croydon has been interfered with or disturbed by the Company in exercise of the powers of this Act the Company shall well and sufficiently and to the reasonable satisfaction of the corporation restore the surface of the street so interfered with or disturbed and shall keep the same in efficient repair for one year from such restoration:

(12) The Company shall make full compensation to the corporation for any damage to or subsidence of the highway or any sewers or drains or water mains pipes or apparatus or electric cables wires pipes or apparatus or other works belonging to or repairable by the corporation which may result from the works of the Company under this Act during the construction of such works or within twelve months after the completion thereof:

(13) The Company shall not commence any works authorised by this Act affecting Portland Road or High Street (South Norwood) or any tramway sewer drain culvert water main or electric cable under the jurisdiction or control of the corporation until they shall have given to the corporation twenty-one days' notice in writing of their intention to commence the same by leaving such notice at the office of the said town clerk with plans elevations and sections of such works and until the corporation shall have signified their approval of the same Provided that if the corporation fail to signify such approval or their disapproval within twenty-one days after the service of the

A.D. 1914.

said notice and delivery of the said plans elevations and sections the corporation shall be deemed to have approved the same Provided also that in the event of disapproval of any such plans elevations or sections by the corporation the matter in difference shall (failing agreement) be referred to arbitration as hereinafter provided:

(14) The Company shall carry out such works in accordance with the plans elevations and sections so approved or settled by arbitration and shall save harmless the corporation against all and every reasonable expense to be occasioned to the corporation thereby and all such works shall be done to the reasonable satisfaction of the engineer or other officer of the corporation at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the corporation may be put by reason of such works of the Company whether in the execution of the works the preparation or examination of plans elevations and sections or the reasonable superintendence by the corporation of so much of the works of the Company as may affect the property of the corporation shall be paid to the corporation by the Company:

(15) Where any new altered or substituted works are provided by the Company in connection with the existing drainage electric or water supply of the corporation such new altered or substituted works shall thereafter be as fully and completely under the direction jurisdiction and control of the corporation as any sewers drains water mains culverts or electric cables may now be:

(16) The approval by the corporation of any plans or the superintendence by them of any work under the provisions of this section shall not exonerate the Company from liability for any accident damage or injury which may be occasioned by or through such work:

(17) Notwithstanding anything contained in this section all agreements now subsisting between the Company and the corporation shall remain and be in full force:

(18) If any difference arise between the corporation and the Company under this section such difference shall be referred to and determined by an engineer to be appointed by the corporation and the Company or failing agreement by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such reference.

Notice to Commissioner of Police of breaking up roads.

**17.** Seven days before entering upon breaking up or interfering under the provisions of this Act with any public streets or roads in the metropolitan police district the Company shall serve notice in writing on the Commissioner of Police of the Metropolis and make such arrangements as he may reasonably require with regard to the position of the roadworks and hoardings and the continuous carrying on of the work in order to minimise the interference with the street traffic.

Power to purchase additional lands.

**18.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement and use for any purposes of or connected with their undertaking the lands hereinafter described and which are delineated upon the deposited plans and described in the deposited book of reference (viz.):—

(1) Lands in the parish and metropolitan borough of Lambeth in the county of London situate on the south side of and adjoining the Company's West End and Crystal Palace Railway at or near West Norwood Station and bounded on the south-east side by Pilgrim Hill and on the western side by High Street:

(2) Lands in the parish of Preston in the county borough of Brighton in the county of Sussex situate on the north side of and adjoining Dyke Road Drive and lying between the Company's railway and the eastern side of the easternmost of the houses fronting on Dyke Road Drive:

(3) Lands partly in the parish and urban district of Newhaven and partly in the parishes of Piddinghoe and South Heighton both in the rural district of

A.D. 1914.

Newhaven in the county of Sussex situate on the western side of the Company's Newhaven Branch Railway and immediately northward of the Company's north quay at Newhaven and lying between the said branch railway and the River Ouse and bounded on the north by the old course of that river:

(4) A strip of land in the said parishes of Newhaven Piddinghoe and South Heighton adjoining and extending along the eastern side of the said branch railway between a point 32 chains or thereabouts southward of the point where the said railway crosses the old course of the River Ouse and such point of crossing.

Discontinuance of footbridge near Tooting Bec Road.

**19.** The Company may stop up so much of the public footpath crossing the Company's Croydon and Balham Railway by means of the footbridge in the parish of Streatham in the metropolitan borough of Wandsworth in the county of London on the southern side of and adjacent to the bridge carrying Tooting Bec Road over that railway as lies between the fences of the Company's railway and may take down and remove the said footbridge.

Diversion of footpaths at Mitcham.

**20.** The Company may construct a footbridge across their Wimbledon and Croydon Railway in the parish of Mitcham in the rural district of Croydon in the county of Surrey at the point and in the manner shown upon the deposited plans and sections and subject to the provisions of this Act may extinguish and cause to be discontinued the footway rights (if any) upon across and alongside of the Company's said railway between the site of the said footbridge and Beddington Lane in the said parish.

For protection of rural district council of Croydon.

**21.** Notwithstanding anything in this Act contained or shown upon the deposited plans and sections the following provisions for the protection of the rural district council of Croydon (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council apply and have effect (that is to say):—

(1) Before stopping up or causing to be discontinued the footway rights upon across and alongside the Company's Wimbledon and Croydon Railway in the

parish of Mitcham referred to in the section of this Act of which the marginal note is "Diversion of footpaths at Mitcham" the Company shall construct a new footpath six feet in width commencing in Windmill Road at a point one hundred and sixty feet or thereabouts to the north-west of the Company's said railway where it crosses Beddington Lane and Windmill Road and proceeding thence in a westerly direction in a straight line nearly parallel with the Company's said railway for a distance of nine hundred and twenty feet or thereabouts and terminating in the footpath which leads from Windmill Road to the site of the proposed footbridge referred to in the same section:

(2) The said new footpath shall be properly formed and coated with gravel with suitable wicket gates at each end thereof and the said new footpath and gates shall at all times be properly maintained and repaired by the Company:

(3) The Company shall construct the said new footbridge of a width of not less than six feet throughout and approached by steps each of which shall not exceed five inches in height and shall at all times maintain the said new footbridge in good condition and repair.

Power to stop up and divert footpaths at Newhaven.

**22.**—(1) The Company may in the manner shown on the deposited plans divert the public footpath in the parish and urban district of Newhaven in the county of Sussex leading from the roadway on the eastern side of the Company's Newhaven Branch Railway crossing the Company's said railway on the level and passing along the northern boundary of the Company's north quay to the eastern bank of the River Ouse and subject to the provisions of this Act may stop up and cause the said existing footpath to be discontinued as a footpath.

(2) The Company may in the manner shown on the deposited plans divert the public footpaths over the lands in the said parishes of Piddinghoe and South Heighton which may be acquired under the powers of this Act and subject to the provisions of this Act may stop up and cause to be discontinued as a footpath so much of each such footpath as is shown on the deposited plans as to be stopped up.

A.D. 1914.

Special provisions affecting stopping up of footpaths at Newhaven and Mitcham.

**23.** The stopping up of the footpaths in the said parishes of Newhaven Piddinghoe and South Heighton and in the said parish of Mitcham shall not take place until two justices shall have certified in the case of the footpaths in the said parishes of Newhaven Piddinghoe and South Heighton that the new footpath or footpaths to be constructed by the Company as shown on the deposited plans has or have been completed to their satisfaction and is or are open for public use and in the case of the footpaths in the said parish of Mitcham that the new footpath to be constructed by the Company and referred to in the section of this Act of which the marginal note is "For protection of the rural district council of Croydon" and the footbridge across the Company's Wimbledon and Croydon Railway have been completed to their satisfaction and are open for public use As from the date of the certificate by the justices in the case of the footpaths in the said parishes of Newhaven Piddinghoe and South Heighton all rights of way over or along the existing footpaths or portions thereof shown on the deposited plans as to be stopped up shall be extinguished and as from the date of the certificate by the justices in the case of the footpaths in the said parish of Mitcham all rights of way upon across and alongside of the Company's railway between the site of the said footbridge and Beddington Lane shall be extinguished and the Company may appropriate and use for the purposes of their undertaking the site of the footpaths or portions of footpaths in the said parishes of Newhaven Piddinghoe South Heighton and Mitcham as far as the same are bounded on both sides by lands of the Company.

As to private rights of way over lands taken compulsorily or footpaths stopped up.

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

Power to Company to enter upon property for survey and valuation.

**25.** The Company and their surveyors officers contractors and workmen may from time to time at all reasonable times in the day upon giving in writing for the first time twenty-four hours' and afterwards from time to time twelve hours' previous

notice enter upon and into the lands houses and buildings by this Act authorised to be taken and used as aforesaid or any of them for the purpose of surveying and valuing the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of arbitration in certain cases.

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

Compensation in case of recently altered buildings acquired by Company.

**27.** In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the lands created after the thirty-first day of October one thousand nine hundred and

A.D. 1914.

thirteen if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

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

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

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

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine

whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without

A.D. 1914.

material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Persons under disability may grant easements &c.

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

Period for compulsory purchase of lands.

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

For protection of Newhaven and Seaford Water Company.

**31.** For the protection of the Newhaven and Seaford Water Company (in this section referred to as "the water company") the following provisions shall unless otherwise agreed in writing between the Company and the water company have effect (that is to say):—

(1) If the Company shall purchase or acquire the lands situate in the parish and urban district of Newhaven and in the parishes of Piddinghoe and South Heighton

and described in subsections (3) and (4) of the section of this Act the marginal note of which is "Power to purchase additional lands" (in this section referred to as "the said lands") they shall do so subject to the easements and other rights powers and privileges vested in and enjoyed by the water company under and in pursuance of the agreement dated the first day of August one thousand eight hundred and ninety-nine between Thomas Colgate and the water company and a supplemental agreement dated the fifth day of April one thousand nine hundred between the same parties (which agreements are in this section referred to as "the agreements"):

(2) If the Company shall close the existing occupation crossing over their railway in the parish of Piddinghoe under or near which a water main of the water company is situate the Company shall permit the water company and their successors and their officers and workmen and others in their employ free of charge with or without horses carts waggons trucks and other vehicles at all times and from time to time to pass and repass over the railway at some convenient point thereon near the site of the said water main for the purpose of inspecting or maintaining the said water main or any apparatus laid down under the agreements and this section by the water company or executing any other work which under the agreements and this section they are entitled to execute:

(3) The Company shall give to the water company six months' previous notice in writing of their intention to lay or construct on the strip of land twenty-five feet wide referred to in the agreements (in this section referred to as "the said strip") any rails sidings or other works or buildings which subject to the agreements they may have power to lay or construct and of their intention subject as aforesaid to raise or in any way alter the level of the said strip giving particulars of the extent of such raising or alteration of level Provided always that if the Company raise or in any way alter the level of any part of the said strip

A.D. 1914.

to a greater area or extent than is necessary to carry one line of rails they shall raise and alter the level of the whole of the said strip in like manner to the full height to which the surface of the surrounding ground is then intended to be raised so as to enable the water company to raise or alter the said water main throughout the whole of the said strip Provided also that the water company within twenty-eight days of the receipt of such notice by them shall have the right to elect to raise or otherwise alter the said water main and apparatus to such extent as they may reasonably require and shall give to the Company notice in writing within such period if they so elect and the Company shall give all reasonable facilities to the water company for carrying out the said work and the water company shall raise or otherwise alter the said water main within six months of the completion of such raising or alteration of level by the Company as aforesaid :

(4) The water company shall have the right within such period of six months as aforesaid to construct a culvert not exceeding six feet in diameter in the said strip to hold and protect the said water main and to lay therein another line of pipes of a diameter not exceeding the diameter of the existing water main and the Company shall give all reasonable facilities for enabling the water company to construct and maintain such culvert and additional line of pipes and the water company shall have and enjoy in respect of such culvert the like easements rights powers and privileges as they have and enjoy in respect of the said strip and the main thereunder :

(5) If any difference shall arise between the Company and the water company under this section the same shall be determined by an arbitrator to be appointed failing agreement by the President of the Institution of Civil Engineers upon the application of either party after notice to the other and the Arbitration Act 1889 shall apply to any such arbitration.

Confirming purchase of lands.

**32.** The Company may hold and use for the general purposes of their undertaking the lands which have already been

acquired by them and which are delineated on plans signed in duplicate by the Right Honourable Baron Haversham the chairman of the Committee of the House of Lords to whom the Bill for this Act was referred of which plans one copy has been deposited in the Office of the Clerk of the Parliaments in the House of Lords and one copy in the Private Bill Office of the House of Commons and the expenditure by the Company in connection with the acquisition of the said lands is hereby sanctioned and confirmed and the said lands shall be deemed to be lands acquired under the powers of this Act.

The lands hereinbefore referred to are as follows:—

(1) Lands in the parish and metropolitan borough of Camberwell in the county of London situate on the north-western side of and adjoining the Company's Peckham and Sutton line and to the north-east of North Dulwich station:

(2) Lands in the parish and metropolitan borough of Lewisham in the county of London situate on the eastern side of and adjoining the Company's main line between Brockley and Honor Oak Park stations:

(3) Lands in the parish of Mitcham in the rural district of Croydon in the county of Surrey adjoining the northern side of Morden Road and extending thence to the Company's Wimbledon and Croydon Railway westward of Mitcham station:

(4) Lands in the parish of Horley in the rural district of Reigate in the county of Surrey lying on the south-west side of and adjoining Victoria Road and on the north-west side of and adjoining the existing cottages of the Company at the northern end of the up local platform at Horley station:

(5) Lands in the parish of Ifield in the rural district of Horsham in the county of Sussex lying on the south side of and adjoining the Crawley station of the Company:

(6) Lands in the parish of Forest Row in the rural district of East Grinstead in the county of Sussex lying on the south-west side of and adjoining the Forest Row station of the Company:

A.D. 1914.

(7) Lands in the parish of Plumpton in the rural district of Chailey in the county of Sussex lying on the south side of and adjoining the up platform at Plumpton station.

Generating station site to be subject to approval of Board of Trade.

**33.** The Company shall not construct any generating station except on land approved by the Board of Trade and the Board shall not in any case give such approval until notice has been given by advertisement or otherwise as the Board of Trade may direct to the local authority of the district in which the land is situate and to owners and lessees of land situate within three hundred yards of the land upon which the generating station is to be constructed and an opportunity has been given to such local authority owners and lessees of stating any objections they may respectively have to the proposed site.

This section shall not apply to any land which the Company are now or may be hereafter authorised by Act of Parliament to acquire and use for the purposes of a generating station or to any station for transforming converting or distributing electrical energy.

Extending time for completion of railways &c. authorised by Company's Acts of 1901 and 1903.

**34.** The periods limited by the London Brighton and South Coast Railway Act 1911 for the completion of—

(1) The railway in the parish and urban district of Sutton in the county of Surrey described in and authorised by section 6 of the London Brighton and South Coast Railway Act 1901; and

(2) Railways Nos. 3 4 5 and 6 in the county of Sussex and widenings Nos. 2 3 4 and 5 in the same county described in and authorised by section 6 of the London Brighton and South Coast Railway Act 1903;

are hereby extended until the twenty-sixth day of July one thousand nine hundred and seventeen and section 20 of the said Act of 1901 and section 45 of the said Act of 1903 shall respectively be read and construed accordingly.

Power to enter into agreements with respect to supply of electrical energy &c.

**35.**—(1) The Company on the one hand and any company body or person authorised either alone or jointly with any other company body or person to generate or supply electrical energy or who may be hereafter so authorised and in whose district any part of the Company's undertaking is or will be situate (hereinafter referred to as "the contractor") on the other hand may

enter into and carry into effect contracts and agreements for all or any of the following purposes (that is to say):—

The supply of electrical energy for working and lighting the undertaking of the Company or any part thereof upon such terms and conditions and for such periods as may be agreed;

The equipment working management and maintenance of any generating station works machinery materials plant and apparatus for electrical purposes which the Company may now or hereafter be authorised to construct establish work or use;

The payments to be made and conditions to be performed in respect of any such supply of electrical energy for working and lighting and in respect of any such equipment working management and maintenance of any such generating station works machinery materials plant and apparatus;

and the contractor shall be and is hereby empowered to enter into and carry into effect the provisions of any such contract or agreement.

(2) Any such contract or agreement may be for such period or periods as may be agreed upon and notwithstanding that such period or periods may extend beyond the date at which the undertaking of the contractor is or may become liable to be purchased by any other body (in this section called "the purchasing body") and if in the event of any such purchase any generating station from which a supply of energy is given to the Company becomes vested in the purchasing body all the obligations liabilities and duties of and under any such contract or agreement and all the privileges and advantages of such contract or agreement shall thereupon extend and apply to and be binding upon the purchasing body and the Company as fully and effectually as if instead of the contractor the purchasing body had been a party thereto.

(3) Any contract or agreement entered into between the contractor and the Company in pursuance of the provisions of this section and extending beyond the date at which the purchasing body may first become entitled to purchase compulsorily the generating station of the contractor from which the energy may be supplied under such contract or agreement shall be submitted to the purchasing body and shall in relation to any

A.D. 1914.

terms or conditions thereof extending beyond the date aforesaid or otherwise affecting the purchasing body when they shall have acquired the undertaking be subject to the reasonable approval of the purchasing body and if any difference shall arise between the Company and the contractor on the one hand and the purchasing body on the other hand in relation to any such terms or conditions such difference shall be settled by an arbitrator appointed by the Board of Trade and the provisions of the Arbitration Act 1889 shall apply to the arbitration The purchasing body may enter into and carry into effect such agreements or arrangements as they may think fit with the Company and the contractor or either of them in relation to any such contract or agreement.

(4) Nothing in this section or in any contract or agreement made in pursuance of this section shall enable electrical energy supplied thereunder to be used in or upon any premises belonging to the Company unless such premises are occupied by the Company and are used for the purposes of the railway undertaking of the Company and are within the area or precincts of any railway or station premises or of any harbour dock or wharf now or hereafter belonging or leased to or worked by the Company and the Company shall not in any part of the county borough of Croydon sell or supply any of the energy supplied to them under this section or under any contract or agreement made in pursuance of this section.

(5) No contract or agreement entered into by the Company under the powers conferred by this section or under any other powers for the supply of electrical energy for traction purposes from any generating station which may be situated within a distance of half a mile of any part of Buckingham Palace grounds of the Houses of Parliament or of the National Gallery of British Art shall have effect unless and until the same shall have been approved by the Commissioners of Works which approval such Commissioners are hereby empowered to give subject to such terms and conditions as they may think fit to impose.

Company may apply their funds.

**36.** The Company may apply towards the construction of the widenings and works by this Act authorised and other purposes of this Act any moneys which they are already authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Company may issue redeemable stock or debenture stock.

**37.**—(1) It shall be lawful for the Company from time to time to raise any portion of the capital which the Company are authorised to raise as preference capital by the creation and issue of redeemable stock and the resolution creating the same shall specify the terms and conditions on which such stock shall be redeemed.

(2) The Company may from time to time issue as a redeemable debenture stock any debenture stock which they are authorised to create and shall by the resolution creating the same specify the terms and conditions on which the same shall be redeemed.

(3) The Company may among the conditions for the redemption of any such redeemable stock or redeemable debenture stock include an option to the Company to call in and pay off such stock or a part thereof at any time before the fixed date of redemption and may also include a condition for the redemption thereof or of any part or parts thereof by the substitution for the stock so to be redeemed of other like stock of the Company (either redeemable or irredeemable) and to enable effect to be given to any such condition the Company may re-issue such redeemable stock or redeemable debenture stock or may create and issue stock in substitution therefor but so that the total nominal amount which the Company are authorised to create of the class or description of the stock to be redeemed by such substitution shall not be exceeded The terms and conditions upon which stock shall be created and issued or re-issued as provided by this subsection shall be prescribed by resolution of the proprietors of the Company in general meeting.

(4) In the event of any redeemable stock or redeemable debenture stock being conditioned for redemption by payment or by part payment in cash of the redemption price thereof the directors of the Company may from time to time after providing for the payment of interest on any mortgages bonds and debenture stock and guaranteed and preference stock of the Company and providing for other fixed charges and obligations set apart out of revenue such sums as they may consider proper for the purpose of forming a fund for the redemption at maturity of any redeemable stock or redeemable debenture stock and the directors of the Company may invest such fund or any part thereof and the resulting income therefrom in any securities in which trustees are by law authorised to invest trust funds or in any securities not being securities of the Company in which they may by

A.D. 1914.

resolution of a general meeting be authorised to invest such fund and they shall hold and apply such fund for the purpose of redeeming any redeemable stock or redeemable debenture stock of the Company at maturity Provided that the directors may at any time and from time to time apply any part of such fund in the purchase of any redeemable stock or redeemable debenture stock at any price not exceeding the redemption price and any stock so purchased shall be cancelled.

Power to issue stock warrants and debenture stock certificates to bearer.

**38.**—(1) The Company when creating any capital as preference stock or when creating any debenture stock which they are authorised to raise may issue such stock either debenture or preference and either redeemable or irredeemable as bearer stock without any obligation to transfer the same by deed or to register such transmission or the names of the holders of such warrants or certificates and the directors of the Company may in their absolute discretion upon the application of the holder of any registered debenture guaranteed or preference stocks of the Company at the time existing convert the whole or any part of the stock or debenture stock of the applicant into bearer stock of similar class or description and the directors may in the like discretion from time to time or at any time upon the application of a bearer stockholder convert the whole or any part of his bearer stock into registered stock of similar class and description and thereupon the same shall be held upon and subject to the provisions terms and conditions attaching to the registered stocks of the Company of similar class and description existing at the date of conversion.

(2) The expression "bearer stock" where used in this Act means any stock referred to in this section in respect of which warrants or certificates shall have been issued by the Company which shall be capable of transmission by delivery from hand to hand without any obligation to transfer the same by deed or to register such transmission or the names of the holders of such warrants or certificates and the expression "bearer stockholder" where used in this Act means the holder for the time being of a warrant or certificate representing bearer stock.

As to non-application of Acts to bearer stock or bearer stockholders.

**39.** The provisions of the Companies Clauses Consolidation Act 1845 and of the Companies Clauses Act 1863 and of any other Act to which the Company now are or may hereafter become subject in any manner relating to registered debenture guaranteed

or preference stock and to registered debenture guaranteed and preference stockholders or their rights privileges duties and obligations shall not apply to bearer stock or to a bearer stockholder unless and until such stock has been converted or re-converted into registered stock under the provisions of this Act.

Rules and regulations applicable to bearer stock and bearer stockholders.

**40.** It shall be lawful for the directors of the Company to make general rules and regulations to be approved by resolution of the proprietors of the Company in general meeting prescribing the terms and conditions upon which bearer stock may be created and issued and registered stock be converted into bearer stock and bearer stock be converted into registered stock and upon which bearer stock shall at all times be issued held and dealt with and to which a bearer stockholder shall be at all times subject and by which the rights privileges duties and obligations of a bearer stockholder in relation to bearer stock shall be governed subject always to any revision or modification of such general rules and regulations made by resolution of the proprietors of the Company in general meeting but so that no alteration of the terms and conditions of the general rules and regulations applying to then existing bearer stock or bearer stockholders shall be made without the assent of a majority in value of the holders of the stock or class of stock affected by such alteration.

Provision as to general Railway Acts.

**41.** Nothing in this Act shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial auditing 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 fares and charges or of the rates for small parcels.

Recovery of demands.

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

Costs of Act.

**43.** 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.

A.D. 1914.

# The SCHEDULE referred to in the foregoing Act.

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

| Parish &c. | Nos. on Deposited Plans. |
|---|---|
| Parish and county borough of Croydon - | 16 26. |

Printed by EYRE and SPOTTISWOODE, LTD.,
FOR
FREDERICK ATTERBURY, Esq., C.B., the King's Printer of Acts of Parliament.

And to be purchased, either directly or through any Bookseller, from
WYMAN AND SONS, LTD., 29, BREAMS BUILDINGS, FETTER LANE, E.C., and
28, ABINGDON STREET, S.W., and 54, ST. MARY STREET, CARDIFF; or
H.M. STATIONERY OFFICE (SCOTTISH BRANCH), 23, FORTH STREET, EDINBURGH; or
E. PONSONBY, LTD., 116, GRAFTON STREET, DUBLIN;
or from the Agencies in the British Colonies and Dependencies,
the United States of America, the Continent of Europe and Abroad of
T. FISHER UNWIN, LONDON, W.C.