# CHAPTER xxxii.

An Act to empower the Southern Railway Company to construct a railway and other works and to acquire lands to extend the time for the completion of certain works and the compulsory purchase of certain lands and for other purposes. [10th June 1937.]

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WHEREAS it is expedient that the Southern Railway Company (in this Act referred to as "the Company") should be empowered to construct the railway and other works and to acquire certain lands in this Act described:

And whereas it is expedient that the period now limited for the completion of certain works and the compulsory purchase of certain lands should be extended as provided by this Act:

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes of this Act and that the other powers in this Act mentioned should be conferred:

And whereas plans and sections showing the lines and levels of the works to be constructed under the powers of this Act and plans of the lands by this Act authorised to be acquired or used and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were deposited with the clerks of the county councils of the several counties in which the

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said works will be constructed or the said lands are situate which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference :

And whereas the purposes of this Act cannot be effected without the authority of Parliament :

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

Short title.

**1.** This Act may be cited for all purposes as the Southern Railway Act 1937.

Interpretation.

**2.** In this Act unless there be something in the subject or context repugnant to such construction the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have in relation to the relative subject matter the same respective meanings And—

"The Company" means the Southern Railway Company;

"The railway" means the railway authorised by this Act;

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

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

41 & 42 Vict. c. 76.

All distances and lengths stated in any description of works or lands shall be read and have effect as if the words "or thereabouts" were inserted after each such distance and length.

Incorporation of general Acts.

**3.** The following Acts and parts of Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

8 & 9 Vict. c. 18.

The Lands Clauses Acts except sections 127 to 131 (inclusive) of the Lands Clauses Consolidation Act 1845 :

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Provided that—

(1) any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

(2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section:

The Railways Clauses Consolidation Act 1845: 8 & 9 Vict. c. 20.

Part I (relating to construction of a railway) and Part II (relating to extension of time) of the Railways Clauses Act 1863: 26 & 27 Vict. c. 92.

Provided that the expression "the railway" where used in the last-mentioned Act of 1845 and in the said Act of 1863 shall be deemed to include the works authorised by this Act.

Protection of gas and water mains of local authorities.

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

Power to make railway.

**5.** Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain in the county of Kent the railway hereinafter described together with all

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necessary works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say):—

A railway (6 furlongs 3·5 chains in length) in the parish of Eynsford in the rural district of Dartford commencing by a junction with the Swanley and Sevenoaks railway at a point 113 yards south-east of the southern end of Swanley tunnel and terminating at a point in the enclosure numbered 144 on the 1/2500 Ordnance map of Kent sheet XVII.9 (edition 1909) 430 yards north of the northern corner of the wood known as "Hulberry Corner."

Rates and charges on railway.

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

Period for completion of railway.

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

Imposing penalty if railway not opened within period limited.

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

The said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854.

17 & 18 Vict. c. 31.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Accountant-General for and on behalf of the Supreme Court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided.

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening the railway by unforeseen accident or circumstances beyond their control provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

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

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

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Further works and powers.

**10.** Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels as shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use the lands delineated upon the deposited plans and described in the deposited book of reference relating thereto (that is to say) :—

In the county of Surrey—

In the urban district of Dorking—

A widening on the north-eastern side thereof of the bridge carrying the Dorking and Horsham railway over the footpaths leading from Lincoln Road to Pixham Lane and Reigate Road;

In the borough of Godalming—

The Company may stop up and discontinue the bridle way and road crossing the Portsmouth direct railway on the level at the southern end of Godalming station and may substitute therefor a bridle way and road on the western side of that railway extending from Westbrook Road to a point in New Way 290 yards south-west of Westbrook Road:

In the county of Kent—

In the urban district of Bexley—

The Company may stop up and discontinue so much of the footpath and road crossing the Bexley Heath railway on the level at Gipsy Road as extends between the boundaries of the Company's property and may substitute a footbridge and footpaths therefor on the western side of the said crossing;

In the urban district of Erith—

The Company may stop up and discontinue the footbridge and footpath on the west side of Belvedere station and may substitute a footbridge and footpaths therefor on the western side of the level crossing at that station;

In the parish of Longfield in the rural district of Dartford—

The Company may stop up and discontinue so much of the footpath crossing the London Chatham and Dover railway on the level on the west side of Fawkham station as extends between its junction with Station Road and the southern boundary of that railway and may substitute a footbridge and footpaths therefor on the eastern side of the said crossing:

In the county of West Sussex—

In the city of Chichester—

The Company may stop up and discontinue so much as extends between the boundaries of the Company's property of the footpaths crossing the West Coast railway on the level and leading (*a*) from Cawley Road to Kingsham Road and (*b*) from Stirling Road to Kingsham Road;

The Company may stop up and discontinue so much as extends between the boundaries of the Company's property of the footpath and road crossing the West Coast railway on the level and leading from Whyke Lane to Grove Road;

In the urban district of Littlehampton—

The Company may stop up and discontinue so much of the footpath crossing the Littlehampton branch railway on the level near the northern end of Gloucester Road as extends between points respectively 150 yards north-west of the northern end of that road and 75 yards south-west of the western side of the said crossing and may substitute a footbridge and footpaths therefor on the northern side of the said crossing;

In the urban district of Bognor Regis—

The Company may stop up and discontinue so much of the footpath crossing the Bognor branch railway on the level at the southern end of Ivy Lane as extends between that

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lane and a point in the said footpath 5 yards south-east of the wicket gate on the southern side of the said crossing and may substitute a footbridge therefor:

In the county of Southampton—

In the urban district of Havant and Waterloo—

The Company may stop up and discontinue—

(*a*) Stockheath Lane level crossing on the London and Portsmouth railway;

(*b*) so much of Stockheath Lane as extends for a distance of 5 yards measured in a northerly direction from the northern side of the said crossing; and

(*c*) so much of Staunton Road as extends for a distance of 4 yards measured in a southerly direction from the southern side of the said crossing;

and may substitute therefor a footbridge (with sloped approaches) and footpaths on the west side of the said crossing:

Provided that such stopping up and discontinuance shall not take place until the completion and opening for traffic of new road (No. 1) new road (No. 2) and new road (No. 3) and the completion of the widening of Park Road authorised by the Southern Railway Act 1936.

26 Geo. 5. & 1 Edw. 8. c. lxx.

Power to deviate in construction of works.

**11.** In constructing the works by this Act authorised the Company may deviate laterally from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the railway shown on the deposited sections thereof to any extent not exceeding ten feet upwards or downwards.

Saving for Kent County Council.

**12.** Nothing in this Act shall except with their consent impose any liability on the county council of the administrative county of Kent for the maintenance by them or at their expense of any footpath made by the Company in substitution for any existing footpath for the maintenance of which the said county council are not liable at the date of the passing of this Act.

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Saving for East Sussex County Council.

**13.** Nothing in the section of this Act of which the marginal note is " Provision as to repair of footpaths " shall except with their consent impose any liability on the county council of the administrative county of East Sussex for the maintenance by them and at their expense of any footpath made by the Company in substitution for the footpath in the parish of Etchingham in the rural district of Battle leading from Forge Wood to Church Hill unless it be proved that the said county council are at the date of the passing of this Act liable for the maintenance of the said existing footpath.

For protection of Portsmouth Corporation.

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

(1) No part of the footbridge to be substituted for Stockheath Lane level crossing in the urban district of Havant and Waterloo under the powers of the section of this Act of which the marginal note is " Further works and powers " shall be constructed on over or within a distance of two feet measured laterally from any existing electric lines or works of the corporation :

(2) In constructing the said footbridge and any footpaths to be provided in connection therewith under the powers of this Act the Company shall not interfere with any electric lines or works of the corporation except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 and of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 : 45 & 46 Vict. c. 56. 62 & 63 Vict. c. 19.

(3) Notwithstanding the stopping up of the said Stockheath Lane level crossing and portions of Stockheath Lane and Staunton Road under the powers of the said section of this Act the corporation their officers and servants shall be entitled to retain maintain repair renew enlarge and use their electric lines and works in and under the said level crossing and portions

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of streets and to exercise with reference thereto all such powers as they could have exercised if the said level crossing and portions of streets had not been stopped up:

(4) Any difference which may arise between the corporation and the Company under this section shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

For protection of Chichester Corporation.

**15.** Notwithstanding anything in this Act or shown on the deposited plans the following provisions for the protection of the mayor aldermen and citizens of the city of Chichester (in this section referred to as "the corporation" and "the city" respectively) shall except so far as may be otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say):—

(1) Before the Company stop up or otherwise interfere with the existing footpaths in the city referred to in the section of this Act whereof the marginal note is "Further works and powers" they shall in substitution for such existing footpaths construct—

(*a*) a footbridge (with sloped approaches) and footpaths having a clear width of six feet leading from Stirling Road to Kingsham Road between the points marked "Z" and "Y" on the signed plan (hereinafter in this section referred to as "the Stirling Road footbridge"); and

(*b*) a footbridge and footpaths having a clear width of six feet leading from Whyke Lane to Grove Road between the points marked "X" and "W" on the signed plan (hereinafter in this section referred to as "the Whyke Lane footbridge"):

(2) The Stirling Road footbridge and the Whyke Lane footbridge (hereinafter in this section referred to as "the two footbridges") shall be constructed by the Company in the lines and according to the gradients shown upon the signed plan:

(3) The "signed plan" means the plan which has been signed in duplicate by George Ellson on behalf of the Company and Francis Russell Dinnis on behalf of the corporation:

(4) The corporation shall pay to the Company a sum (in this section referred to as "the corporation's contribution") equal to one half of the amount whereby the cost of constructing the Stirling Road footbridge shall exceed the cost of constructing a footbridge with steps instead of sloped approaches at the same point Provided that the corporation's contribution shall not in any event exceed the sum of seven hundred and fifty pounds:

(5) The corporation's contribution shall be paid to the Company by the instalments and at the times hereinafter mentioned (that is to say):—

(*a*) the sum of one-sixth of the estimated difference between the cost of constructing the footbridge with sloped approaches instead of a footbridge with steps shall be paid within one month after the Company shall have begun to construct the Stirling Road footbridge;

(*b*) a further sum representing another one-sixth of the estimated difference as aforesaid or the balance of the corporation's contribution (whichever shall be the less) shall be paid to the Company on the certificate of the engineer of the Company that two-thirds of the work of constructing the Stirling Road footbridge has been completed but not before the first day of May one thousand nine hundred and thirty-eight; and

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(*c*) the balance of the corporation's contribution (if any) shall be paid on the first day of May one thousand nine hundred and thirty-nine if the Stirling Road footbridge has then been completed and if it has not then been completed any such balance shall be paid upon such completion:

(6) The Company shall not be bound to light the two footbridges but the corporation may if they so desire at their own expense light the two footbridges or either of them and for that purpose may provide and fix to or on the two footbridges or either of them lamps and other works necessary for that purpose and any such lighting shall be subject to the reasonable approval of the Company having regard to their signalling arrangements:

(7) Any difference which shall arise between the corporation and the Company under this section shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Godalming Corporation.

**16.** Nothing in this Act shall impose any obligation upon the mayor aldermen and burgesses of the borough of Godalming to maintain any part of the new road in the borough of Godalming referred to in the section of this Act of which the marginal note is "Further works and powers."

For protection of Bexley Urban District Council.

**17.** Notwithstanding anything in this Act or shown upon the deposited plans and sections the Company shall not exercise in the urban district of Bexley any of the powers conferred upon them by the section of this Act of which the marginal note is "Further works and powers" except in accordance with the provisions of an agreement made the fifteenth day of March one thousand nine hundred and thirty-seven between the Company of the one part and the urban district council of Bexley of the other part.

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For protection of Godalming Gas and Coke Company Limited.

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

(1) Notwithstanding the stopping up and discontinuance by the Company under the powers of the section of this Act of which the marginal note is "Further works and powers" of the bridleway and road in the borough of Godalming crossing the Portsmouth direct railway on the level (in this section referred to as "the said bridleway and road") the gas company shall be entitled to retain maintain repair renew enlarge and use their mains pipes valves and other works and apparatus (all of which are in this section included in the expression "apparatus") in and under the said bridleway and road and to exercise with reference thereto all such powers as they could have exercised if the said bridleway and road had not been stopped up and discontinued :

(2) Not less than twenty-eight days before commencing the construction of a bridleway and road in substitution for the said bridleway and road (in this section referred to as "the substituted works") in accordance with the provisions of the said section of this Act the Company shall deliver to the gas company a plan section and particulars of so much of the substituted works as is situate within three yards of any apparatus of the gas company :

(3) At any time within twenty-one days after the receipt by them of such plan section and particulars the gas company may by notice in writing to the Company in the event of the substituted works in any way affecting any apparatus of the gas company require the Company to execute such works as may be reasonably necessary for the purpose of protecting the apparatus of the gas company against injury or damage or for preserving the continuity of the supply of gas through or by means of such apparatus :

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(4) The Company shall not execute the substituted works otherwise than in accordance with the plan section and particulars as delivered to the gas company or as modified by agreement between the gas company and the Company or as determined by arbitration as hereinafter provided:

(5) If within twenty-one days after the receipt of such plan section and particulars as aforesaid the gas company shall give notice to the Company of their desire themselves to execute any works for the protection of the apparatus or any alteration of their apparatus which may be agreed between the gas company and the Company the gas company may themselves execute such works or alteration and the gas company shall subject to the provisions of this section commence such works or alteration within such time as may be reasonably required by the Company and shall complete the same with all reasonable dispatch and the costs reasonably incurred by the gas company in so doing shall on demand be paid to the gas company by the Company:

(6) Any difference which may arise between the gas company and the Company under this section (other than a difference as to the construction or meaning of this section) shall be determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and arbitration.

Power to lay and maintain electric cables under Terminus Road Bexhill.

**19.**—(1) The Company may in the county of East Sussex lay down maintain renew repair inspect test use and work electric cables mains and other works and apparatus in under and across the following road delineated on the deposited plans and described in the deposited book of reference (that is to say):—

In the borough of Bexhill in under and across Terminus Road near the southern end of the sidings on the east side of Bexhill West station.

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(2) The Company may for the purposes of this section enter upon break up and otherwise interfere with the said road without acquiring any easement therein or thereunder but subject to the provisions of sections 11 14 (as varied by subsection (3) of this section) 16 17 (as varied by subsection (3) of this section) 18 and 20 of the schedule to the Electric Lighting (Clauses) Act 1899 and the said sections as so varied shall apply in relation to the exercise of the powers of this section as if the Company were the undertakers and this Act were the Special Order:

Provided that all the provisions for the protection of the Postmaster-General and his telegraphic lines which are contained in the Electricity (Supply) Acts 1882 to 1936 and in the schedule to the said Act of 1899 shall so far as applicable extend and apply to any works and apparatus laid down used or worked under this section.

(3) Notwithstanding anything contained in the schedule to the Electric Lighting (Clauses) Act 1899—

(*a*) The Company in exercising the powers of this section shall not alter or interfere with any sewers or gas electric or water mains pipes wires lines or other apparatus of the mayor aldermen and burgesses of the borough of Bexhill (in this section referred to as "the corporation") except with the consent in writing of the corporation such consent not to be unreasonably withheld and any question of whether such consent shall have been unreasonably withheld shall be referred to and determined by an engineer to be agreed upon between the Company and the corporation or failing agreement appointed on the application of the Company after notice to the corporation by the President of the Institution of Civil Engineers and the Arbitration Acts 1889 to 1934 shall apply to any such reference;

(*b*) The Company shall give to the corporation (except in the case of emergency when as long notice as possible shall be given) one month's notice of any repair renewal or amendment of any of the cables mains works or apparatus

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which may have been laid down under the powers of this section which may involve the breaking up of the said Terminus Road and the provisions of section 14 of the schedule to the Electric Lighting (Clauses) Act 1899 so far as they relate to a local authority (except the provision relating to the period of notice) shall apply to the carrying out of any such repair renewal or amendment.

(4) All cables mains works or apparatus authorised to be laid down or renewed by this section shall be laid down or renewed so that no part of such cables mains works or apparatus shall be over or level with or project above the surface of the ground.

(5) All works shall be so executed by the Company as not so far as reasonably practicable to impede or interfere with the traffic along the said road or any footpath thereof.

Power to acquire lands.

**20.** Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned (that is to say):—

In the county of Surrey—

Urban district of Egham—

Lands forming part of Great Wood on the north side of and adjoining the Staines and Wokingham railway and extending between points respectively 1,193 yards and 1,293 yards west of Longcross Bridge;

Rural district of Dorking and Horley—

(1) Parish of Ockley—

Lands on the west side of and adjoining the Dorking and Horsham railway and extending between points respectively 215 yards and 290 yards north of the bridge carrying the road leading from Ockley Court to Ryersh Lane over that railway;

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(2) Parish of Holmwood—

Lands forming part of Wellands Copse on the west side of and adjoining the said railway and extending between points respectively 148 yards and 222 yards north of Lodge Lane:

In the county of Kent—

Rural district of Dartford—

Parish of Longfield—

Lands on the south side of and adjoining Fawkham station and extending between Ash Road and the east side of the footpath leading from Fawkham Road to Station Road:

In the county of Berks—

Borough of Wokingham—

Lands on the south side of and adjoining the Staines and Wokingham railway and extending between Wixenford Road and a point 80 yards west thereof;

Rural district of Wokingham—

Parish of Winnersh—

Lands on the north-east side of and adjoining the Reading branch railway and extending between points respectively 107 yards and 202 yards south-east of the bridge carrying that railway over the road leading from Loddonbridge Farm to Reading Road:

In the county of East Sussex—

Rural district of Battle—

(1) Parish of Mountfield—

Lands near Clean's Wood on the east side of and adjoining the Tunbridge Wells and Hastings railway and extending between points respectively 1,500 yards and 1,590 yards north of the northern end of Mountfield tunnel;

(2) Parish of Ticehurst—

Lands near Starvenden on the north-east side of and adjoining the Tunbridge Wells and Hastings railway and extending between the footpath leading from Battle Road to Starvenden and a point 80 yards north-west thereof;

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(3) Parish of Battle—

Lands forming part of Petley Wood on the east side of and adjoining the Tunbridge Wells and Hastings railway and extending between points respectively 353 yards and 428 yards south of the bridge carrying the road from Battle to Whatlington over that railway;

(4) Parish of Etchingham—

Lands on the south-west side of and adjoining the Tunbridge Wells and Hastings railway and extending between points respectively 220 yards and 317 yards west of the bridge carrying the road (known as Church Hill) from Sheepstreet Lane to Etchingham over that railway and in connection therewith the Company may divert in a southerly direction the portion on the said land of the footpath leading from Forge Wood to the said road:

In the county of West Sussex—

Rural district of Horsham—

Parish of Rusper—

Lands on the north-western side of and adjoining the Dorking and Horsham railway and extending between points respectively 382 yards and 466 yards south-west of the bridge carrying that railway over Oldbarn Gill.

Period for compulsory purchase of lands.

**21.** The powers granted by this Act for the compulsory purchase of lands by the Company shall cease on the first day of October one thousand nine hundred and forty.

Stopping up roads and footpaths without providing substitute.

**22.** Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands abutting on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company

may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Stopping up footpaths in case of diversion &c.

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

Before applying to the justices for their certificate the Company shall give to the highway authority of the district in which the existing footpath is situate seven days' notice in writing of their intention to apply for the same.

As from the completion to the satisfaction of the highway authority of the new footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company:

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

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Provision as to repair of footpaths.

**24.** Any footpath or portion of footpath made diverted or altered under the authority of this Act (except the structure carrying any such footpath over any railway of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain footpaths of the same nature and in the same parish district borough or city as the footpath or portion of footpath in question.

As to private rights of way over lands acquired.

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

Power to certain owners to grant easements.

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

Power to enter upon property for survey and valuation.

**27.** The Company and their surveyors officers and workmen and any person duly authorised in writing under the hand of the secretary of the Company 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 twelve hours' previous notice enter upon and into the lands houses and buildings authorised by this Act to be taken and used 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.

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

(2) Section 34 of the Lands Clauses Consolidation Act 1845 for the purposes of its application to this Act shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase money and compensation made by the promoters (namely) :—

> Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the

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hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator.

Compensation in case of recently created interests.

**29.** For the purposes of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal 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 first day of November one thousand nine hundred and thirty-six if in the opinion of the tribunal 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.

Power to make agreements with road authorities.

**30.** The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be altered or stopped up or interfered with in reference to the construction or contribution towards the costs of such alteration or of any new road street footpath or highway to be substituted therefor and in reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing and maintaining all or any of such alterations or new roads streets footpaths or highways in which they may be interested including the structure of any bridge over or under any railway and any expenses incurred by the council of a county or borough or district under and for any of the purposes of this section shall be deemed to be expenses incurred by them in the execution of their powers as a highway authority.

Correction of errors in deposited plans and book of reference.

**31.** If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the deposited plans or specified in the deposited book of reference the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices having jurisdiction in the place in which the lands are situate for the correction thereof and if it appear to the justices hearing the application that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described and such certificate or a copy thereof shall be deposited with the clerk of the county council and a duplicate thereof shall be desposited with the clerk of the county district in which the lands are situate and if the lands are situate in a rural parish having a parish council also with the clerk of that council and such certificate or copy and duplicate respectively shall be kept by such clerks respectively with the other documents to which the same relate and thereupon the deposited plans or book of reference shall be deemed to be corrected according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

As to private street expenses in certain cases. 38 & 39 Vict. c. 55.

**32.**—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (*a*) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (*b*) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

(2) The expenses incurred by any urban authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban authority by the owners of the

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premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban authority.

(3) In the event of the Company subsequently making a communication with such street they shall notwithstanding such repayment as last aforesaid pay to the urban authority the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority less the costs and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive.

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

Extension of time for completion of works. 17 & 18 Geo. 5. c. xxiii.

**33.** The period now limited by the Southern Railway Act 1927 for the completion of the jetty and the graving dock (No. 2) authorised by the said Act of 1927 is hereby extended until the first day of October one thousand nine hundred and forty-seven and the said Act of 1927 shall be read and construed as if the period limited by this section for the completion of the said works had been the period limited by the said Act for the completion of such works.

Extension of time for compulsory purchase of lands. 24 & 25 Geo. 5. c. xxxv.

**34.** The period now limited by the Southern Railway Act 1934 for the compulsory purchase of the lands in this section referred to is hereby extended until the first day of October one thousand nine hundred and forty but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised.

The said lands are—

(*a*) lands required for the purposes of or in connection with the subway authorised by the Southern Railway Act 1931; 21 & 22 Geo. 5. c. xliv.

(*b*) lands required for the purposes of or in connection with the railway authorised by the said Act of 1934; and

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as passes under the bridge referred to in that section to such an extent as having regard to the existing headway under the said bridge will make the said towing path so far as is reasonably practicable usable by pedestrians at all states of the tide:

(2) As from the completion of the raising of the level of the said portion of the towing path the Company shall to the reasonable satisfaction of the county council and the harbour board maintain the same and may notwithstanding anything in the London Brighton and South Coast Railway Act 1860 stop up and discontinue the towing path formed upon the guiding piles of the said bridge on the west side of the said river and crossing the Ford deviation railway by that Act authorised:

(3) Any difference which may arise under this section between the Company on the one hand and the county council and the harbour board or either of them on the other hand shall be referred to and determined by an arbitrator to be appointed on the application of any party to such difference after notice in writing to the other or others of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

Stopping up of road at Raynes Park.

**38.**—(1) As from such date as the Minister of Transport shall certify that the new road to be constructed by the Merton and Morden Urban District Council (in this section referred to as "the council") under the London and Southampton railway at Raynes Park in the urban district of Merton and Morden has become available for public traffic the Company may stop up and discontinue so much of Coombe Lane and Kingston Road and the road under the railway connecting that lane and road as is coloured red on the signed plan and from and after such stopping up and discontinuance all rights of way over and along the said portions of Coombe Lane and of Kingston Road and the said connecting road authorised to be stopped

(*c*) lands in the parish of Hougham Without in the rural district of Dover authorised to be acquired by the said Act of 1934 and described in section 22 (Power to acquire lands) of that Act.

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

**35.**—(1) The provisions of section 91 (Powers as to building on or over lands) of the Southern Railway Act 1924 as amended by section 35 (Amendment of section 91 of Act of 1924) of the Southern Railway Act 1933 shall extend and apply to any lands or premises acquired by the Company in pursuance of the powers of this Act.

(2) The provisions of section 34 (Power to hold or sell or otherwise dispose of lands) of the Southern Railway Act 1933 shall extend and apply to any land acquired by the Company in pursuance of the powers of this Act.

Power to close opening span of bridge over river Arun. 23 & 24 Vict. c. clxxi.

**36.**—(1) Notwithstanding anything in section 17 (Mode of erecting bridge across the river Arun) of the London Brighton and South Coast Railway Act 1860 the Company may permanently close the opening span of the bridge carrying the Ford deviation railway by that Act authorised over the river Arun.

(2) Section 19 (Providing for the opening of the bridge or the passage of vessels) and section 20 (Penalty for unnecessary detention of vessels) of the said Act of 1860 are hereby repealed.

For protection of West Sussex County Council and Littlehampton Harbour Board.

**37.** For the protection of the county council of the administrative county of West Sussex (in this section referred to as "the county council") and the Littlehampton Harbour Board (in this section referred to as "the harbour board") the following provisions shall unless otherwise agreed in writing between the Company and the county council and the harbour board apply and have effect (that is to say):—

(1) Before exercising the powers of the section of this Act of which the marginal note is "Power "to close opening span of bridge over river "Arun" the Company shall to the reasonable satisfaction of the county council and the harbour board raise the level of so much of the towing path on the west bank of the river Arun

up and discontinued shall be extinguished and the Company may appropriate and use for the purposes of their undertaking the site of the said lane and roads or portions thereof so stopped up and discontinued.

(2) In this section "the signed plan" means the plan deposited for public inspection at the principal office of the Company and at the offices of the council on the twenty-seventh day of November one thousand nine hundred and thirty-six and signed by George Ellson on behalf of the Company and by Ronald William North on behalf of the council.

(3) Notwithstanding the stopping up and discontinuance of so much of Coombe Lane and Kingston Road and the road under the railway connecting that lane and road as is coloured red on the signed plan the Postmaster-General may if he so desires (without derogation from any other right vested in him) remove from the said lane and roads or any part thereof any telegraphic line of the Postmaster-General which is in under upon along over or across the same and the Company shall pay to the Postmaster-General the expenses incurred by him of and incidental to the removal of the telegraphic line and of any telegraphic line connected therewith which in consequence of such stopping up will be rendered useless and the substitution of a telegraphic line in such other place as the Postmaster-General may reasonably require.

For protection of Metropolitan Water Board.

**39.** 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 apply and have effect (that is to say):—

(1) Before stopping up any part of Coombe Lane or Kingston Road or the road under the London and Southampton railway connecting that lane and road under the powers of the section of this Act of which the marginal note is "Stopping up of road at Raynes Park" the Company shall serve upon the board notice in writing of their intention so to do and notwithstanding anything contained in the said section the Company shall not stop up any part of the said lane or roads unless and until the board

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shall have substituted steel pipes encased in cement concrete for such parts of the mains and pipes of the board existing at the date of the passing of this Act as are under so much of the said lane and roads as is coloured red on the signed plan referred to in the said section of this Act and as extends for a distance of ten feet beyond each end of the portion so coloured :

(2) The board shall as soon as reasonably practicable after the receipt of any such notice from the Company as is referred to in subsection (1) of this section commence and thereafter with all reasonable dispatch complete the work of substituting steel pipes encased in cement concrete for the said mains and pipes of the board and the reasonable costs and expenses incurred by the board in so doing shall on demand be repaid to them by the Company Provided that the board shall not be required to execute or do any work on to or in connection with their said mains or pipes which may involve interference with the continuous supply of water by the board through or by means of the said mains and pipes during the months of May June July August and September in any year :

(3) Upon the completion of the substitution of such steel pipes as aforesaid for the said mains and pipes of the board the board their officers and servants shall notwithstanding the stopping up of any road or any portion of any road or lane under the powers of the said section of this Act be entitled to exercise with reference to the said steel pipes all such rights and powers as they could have exercised if such road or portions of road or lane had not been stopped up :

(4) If any difference shall arise between the Company and the board under this section (other than a difference as to the construction or meaning of this section) such difference shall be referred to and determined by an arbitrator to be agreed upon between them or (failing such agreement)

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to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

Amendment of section 24 of London Brighton and South Coast Railway (Various Powers) Act 1899. 62 & 63 Vict. c. ccv.

**40.**—(1) Notwithstanding anything in the London Brighton and South Coast Railway (Various Powers) Act 1899 or in any other Act relating to the Company the Company may remove so much of the wall referred to in subsection (14) of section 24 (Special provisions relating to widening of Victoria station) of the said Act of 1899 as is situate upon the boundary of the Company's property along the east side of Buckingham Palace Road between Elizabeth Bridge and Ebury Bridge and so much of the parapet wall situate on the south side of Elizabeth Bridge as extends for a distance of five yards eastward from the junction of Elizabeth Bridge and Buckingham Palace Road.

(2) (*a*) Any building wall or structure which may from time to time be erected on the site or in rear of the said portion of wall shall as respects the height and elevation of any part of such building wall or structure which may front on to Buckingham Palace Road be erected only in accordance with elevations to be reasonably approved by the London County Council (in this section referred to as "the council") and the mayor aldermen and councillors of the city of Westminster (in this section referred to as "the Westminster Council") or failing such approval settled by arbitration in accordance with the provisions of this subsection.

(*b*) In this subsection the expression "elevations" includes particulars of the materials to be used in those parts of the building wall or structure which are comprised in the elevations.

(*c*) In the event of the Company removing the said portion of wall or parapet wall mentioned in subsection (1) of this section and of their failing within a period of eighteen months from the time of the completion of such removal or within such further period as may be agreed between the Company and the council and the

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Westminster Council or as may be determined by arbitration as in this section provided to begin the erection of any such building wall or structure as is referred to in paragraph (*a*) of this subsection and to complete the same with all reasonable dispatch the Company shall if so requested in writing by the council and the Westminster Council reinstate to their reasonable satisfaction the said portion of wall or parapet wall so removed and the wall so reinstated shall unless otherwise agreed between the Company and the council and the Westminster Council be of the same character and height as the said portion of wall or parapet wall so removed.

(*d*) Any difference which may arise under this subsection between the Company on the one hand and the council and the Westminster Council or either of them on the other hand shall be referred to and determined by a single arbitrator to be appointed failing agreement by the President of the Royal Institute of British Architects on the application of any party to such difference after notice in writing to the other or others of them and so that all differences as to the height or elevation of any such building wall or structure shall be heard together and determined by the same arbitrator.

(3) Nothing in this section shall prejudice or affect the operation of or derogate from any provision of—

20 & 21 Geo. 5. c. clviii. 25 & 26 Geo. 5. c. xcii. 22 & 23 Geo. 5. c. 48. 25 & 26 Geo. 5. c. 47.

(*a*) the London Building Acts 1930 and 1935 or any Act amending or extending the same or any byelaw or regulation for the time being in force thereunder;

(*b*) the Town and Country Planning Act 1932 or any scheme or order for the time being in force under that Act; or

(*c*) the Restriction of Ribbon Development Act 1935 or any order for the time being in force thereunder.

As to works affecting Elizabeth Bridge.

**41.** Section 29 (Plans of bridges and works to be submitted to council) of the London Brighton and South Coast Railway (Various Powers) Act 1899 shall apply to the removal of any part of the parapet wall of Elizabeth Bridge under the provisions of subsection (1) of the last preceding section and to the execution and maintenance of any works which may affect the said

bridge or its abutments as if such removal and works were works referred to in the said section 29 and as if the period of twenty-eight days were substituted for the period of twenty-one days in the said section 29. A.D. 1937.

As to borrowing powers of Padstow Harbour Commissioners.

**42.**—(1) In this section—

"the commissioners" means the Padstow Harbour Commissioners;

"the agreement" means the agreement made the twenty-eighth day of February one thousand nine hundred and sixteen between the commissioners of the one part and the London and South Western Railway Company (predecessors of the Company) of the other part and set forth in the Third Schedule to the Southern Railway Act 1923. 13 & 14 Geo. 5. c. lxxxiii.

(2) For the avoidance of doubt in the construction of the agreement it is hereby declared that the commissioners have power and shall be deemed always to have had power by virtue of the agreement and without further or other authority to create and issue to the Company or their said predecessors Port of Padstow mortgage bonds in order to comply with the obligations of the commissioners under clause 19 of the agreement.

Power to Company to apply funds.

**43.** The Company may appropriate and apply to all or any of the purposes of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable:

Provided that no part of the moneys which the Company have borrowed or are authorised to borrow from the Railway Finance Corporation Limited under the powers conferred upon the Company by the Southern Railway Act 1936 shall be appropriated or applied as aforesaid except in respect of such of the works authorised by this Act as may in pursuance of the provisions in that behalf contained in the agreement relating to the borrowing of such moneys scheduled to the said Act of 1936 be or be deemed to be included in the works referred to in that agreement.

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Recovery of demands.

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

Provision as to general Railway Acts.

**45.** Except as otherwise expressly provided nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Crown rights.

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

Costs of Act.

**47.** 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.

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