

## CHAPTER cxxi.

An Act to confer further powers upon the London and South-western Railway Company and to make further provision with respect to their Undertaking and other Undertakings in which they are interested to enable the Company and the Midland Railway Company to widen parts of the Somerset and Dorset Railway and for other purposes. A.D. 1891.  
[21st July 1891.]

**W**HEREAS it is expedient that the London and South-western Railway Company (in this Act called "the Company") be authorised to construct the works herein-after described and that the further powers herein-after contained be conferred upon them and that the other provisions contained in this Act be made in reference to the undertaking of the Company :

And whereas by the North Cornwall Railway Act 1882 the North Cornwall Railway Company were incorporated and were authorised to make certain deviations of the Bodmin and Wadebridge Railway (which deviations are in the said Act described respectively as Deviation Railways Nos. 1, 2, 3, 4, 5, 6 and 7) and the times for the compulsory purchase of lands for and for the completion of those deviations were limited to three years and five years respectively from the passing of the said Act which received the Royal Assent on the 18th day of August 1882 :

And whereas by the North Cornwall Railway Act 1885 the periods limited for the compulsory purchase of lands for and for the completion of the said deviations were extended until the 18th day of August 1888 and the 18th day of August 1890 respectively and by the North Cornwall Railway Act 1888 those periods were further extended till the 18th day of August 1891 and the 18th day of August 1893 respectively :

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And whereas in pursuance of section 60 of the South-western Railway (Various Powers) Act 1883 (in this Act called "the Act of 1883") the Company gave notice to the North Cornwall Railway Company of their intention to construct and maintain the said deviations and by virtue of the provisions of the Act of 1883 all the powers rights privileges duties and obligations conferred or imposed upon the North Cornwall Railway Company in respect of those deviations by the North Cornwall Railway Act 1882 were transferred to and vested in the Company :

And whereas the Company have constructed and opened for traffic the Deviations Nos. 1, 2, 3 and 4 and a certificate for £849 being a proportion of deposit in respect of those deviations has been given by the Board of Trade :

And whereas by an agreement scheduled to and confirmed by the South-western Railway Act 1886 it was provided that the undertaking of the Bodmin and Wadebridge Railway Company (in this Act called "the Bodmin Company") should on as and from the 1st day of July 1886 be amalgamated with the Company's undertaking upon the terms of the said agreement one of such terms being that in the event of the Company executing the said deviation railways the Bodmin Company's railway should in the deviated and altered condition on amalgamation become and be part of the Company's undertaking and by the 41st section of the last-mentioned Act it was provided that in accordance with and subject to the terms and conditions specified in the said agreement the Bodmin Company should make to the Company and the Company should accept a sale or transfer of the undertaking of the Bodmin Company and a transfer has been made and executed accordingly :

And whereas it is expedient that the periods for the compulsory purchase of lands for and for the completion of the said Deviations Nos. 5, 6 and 7 should be further extended :

And whereas by section 40 of the North Cornwall Railway Act 1882 it was provided that a sum of £26,000 Three per Centum Consolidated Bank Annuities (since converted into a like amount of Two and three-quarters per Centum Consolidated Bank Stock) and a sum of £5,000 New Three per Centum Annuities (since converted into a like amount of Two and three-quarters per Centum Consolidated Bank Stock) (herein-after referred to as "the North Cornwall deposit fund") being equal in value to five per centum upon the amount of the estimate in respect of the railways and deviation railways by that Act authorised (in the said section referred to as "the railway") which had been transferred into the Chancery Division of the High Court of Justice in England in respect of the application to Parliament for the said Act should not be paid or transferred to or on the

application of the depositors thereof unless the North Cornwall Railway Company should previous to the expiration of the period (being five years from the passing of the said Act) thereby limited for the completion of the railway open the same for the public conveyance of passengers : A.D. 1891.

And whereas the amount of the estimate in respect of the said Deviations Nos. 1, 2, 3, 4, 5, 6 and 7 was £36,996 14s. and of the stock forming the North Cornwall deposit fund £1,850 represents five per centum upon the said sum of £36,996 14s. and is hereinafter referred to as "the Bodmin and Wadebridge Deviations deposit fund" :

And whereas it is expedient (the Company being made liable by this Act to penalties in the event of their not completing and opening for traffic the said Deviations Nos. 5, 6 and 7 within the time limited by this Act in that behalf) that provision be made for the repayment or retransfer to the depositors mentioned in the said section 40 of the North Cornwall Railway Act 1882 or as they shall direct of the Bodmin and Wadebridge Deviations deposit fund or of so much thereof as shall not have been transferred or paid upon the certificate of the Board of Trade above-mentioned :

And whereas by the Plymouth Devonport and South-western Junction Railway Act 1883 (in this Act called "the Plymouth Act of 1883") the Plymouth Devonport and South-western Junction Railway Company (in this Act called "the Plymouth Company") were incorporated and empowered to make and maintain certain railways forming together a line of railway from the Company's railway at Plymouth and Devonport to the Company's railway at Lidford :

And whereas by the Plymouth Act of 1883 the Plymouth Company and the Company were empowered to enter into and carry into effect agreements with reference (amongst other things) to the management use working and maintenance by the Company of the Plymouth Company's railway and matters incidental thereto and an agreement dated the 24th day of October 1883 was accordingly entered into by the two Companies and the Plymouth Company's railway from Devonport to Lidford (other than the Railway No. 1 authorised by the Plymouth Act of 1883 abandoned as hereinafter mentioned) has been constructed and opened for public traffic and is being worked by the Company upon the terms of the said agreement :

And whereas by the Plymouth Devonport and South-western Junction Railway Act 1889 (in this Act called "the Plymouth Act

A.D. 1891. of 1889") the Plymouth Company were authorised to abandon the construction of the Railway No. 1 authorised by their Act of 1883 and to construct a new railway in Plymouth in the said Act and herein-after described as "the Plymouth section" and thereby constituted a separate undertaking of the Plymouth Company and to enter upon take and use such of the lands delineated on and described in the plans and book of reference deposited for and referred to in the reciting Act as might be required for that purpose :

And whereas the Company have provided the funds necessary for the purchase of lands for and for the construction of the Plymouth section and the enlargement and improvement of the Company's Friary Station (which has hitherto been adapted and used only for traffic other than passenger traffic) and adapting the same to the requirements of passenger traffic and it is expedient that the expenditure by the Company in that behalf be confirmed and that the lands acquired by the Plymouth Company for the purposes of and the works executed by the Plymouth Company in the construction of and their powers and rights in relation to the Plymouth section and Friary Station lands be vested in the Company and that the Company be authorised to complete the said Friary Station and Plymouth section and maintain and work the same as part of their own railway :

And whereas by section 18 of the Plymouth Act of 1889 it was provided that a sum of £1,300 New Consolidated Stock (herein-after referred to as "the Plymouth deposit fund") being part of the sum of £4,440 New Consolidated Stock which had been transferred into the name of the Paymaster General for and on behalf of the Supreme Court of Judicature in England in respect of the application to Parliament for the said Act should not be paid or transferred to or on the application of the depositors thereof unless the Plymouth Company should previously to the expiration of the period (being three years from the passing of the said Act) thereby limited for completion of the Plymouth section open the same for the public conveyance of passengers :

And whereas it is expedient (the Company being made liable by this Act to penalties in the event of their not completing and opening for traffic the portion now in course of construction as aforesaid of the Plymouth section within the time limited by the Plymouth Act of 1889) that provision be made for the repayment or transfer to the depositors mentioned in the said section 18 of the Plymouth Act of 1889 or as they shall direct of the Plymouth deposit fund :

And whereas the Company and Her Majesty's Principal Secretary of State for the War Department have entered into an agreement dated the second day of June one thousand eight hundred and ninety with reference to the construction of lines of railway at or near Aldershot and it is expedient that that agreement be confirmed: A.D. 1891.

And whereas it is expedient that the Company be authorised for the purposes of this Act to apply their funds and raise further moneys:

And whereas it is expedient that further powers be conferred upon the Company and the Midland Railway Company (in this Act called "the Midland Company") for widening the Somerset and Dorset Railway vested in them jointly by way of lease and that they be empowered to apply their respective funds for that purpose:

And whereas plans and sections of the works authorised by this Act the plans showing also the lands required for the purposes of the said works and plans of the other or additional lands which may be compulsorily taken under the powers of this Act and books of reference to such plans respectively containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands respectively were duly deposited with the respective clerks of the peace for the counties of London Surrey Middlesex Devon Southampton and Somerset and are herein-after referred to as the deposited plans sections and books of reference:

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

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

1. This Act may be cited as the South-western Railway Act 1891. Short title.

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

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

With respect to the transfer or transmission of shares;

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

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With respect to the forfeiture of shares for non-payment of calls ;  
With respect to the remedies of creditors of the Company against the shareholders ;  
With respect to the borrowing of money upon mortgage or bond ;  
With respect to the conversion of the borrowed money into capital ;  
With respect to the consolidation of the shares into stock ;  
With respect to the giving of notices ; and  
With respect to the provision to be made for affording access to the special Act by all parties interested :

The Lands Clauses Acts the Railways Clauses Consolidation Act 1845 and Part I. (relating to the construction of a railway) Part II. (relating to extension of time) and Part III. (relating to working agreements) of the Railways Clauses Act 1863 are (except where expressly varied by this Act) incorporated with and form part of this Act.

Interpretation.

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

Interpretation of "parish clerks."

4. The expressions "parish clerks" and "clerks of the several parishes" in sections 7, 8 and 9 of the Railways Clauses Consolidation Act 1845 shall with reference to the Company and as regards those parishes or places within the metropolis as defined by the Metropolis Management Act 1855 in which by the standing orders of either House of Parliament plans sections and other documents are required to be deposited with the clerk of the vestry of the parish or with the clerk of the district board for the district in which the parish or place is included mean in the first case the vestry clerks of those parishes and in the second case the clerks of those district boards respectively and as regards those parishes in which there are no parish clerks mean the parish clerk of some adjoining parish.

Power to make works.

5. Subject to the provisions of this Act the Company may make and maintain the widenings of their railways described or mentioned in this section in the lines and in accordance with the levels shown

on the deposited plans and sections relating thereto with all proper bridges viaducts rails junctions sidings stations approaches banks drains dams walls roads and other works and conveniences connected therewith and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as may be required for those purposes The works hereinbefore referred to and authorised by this section are—

- (1) A widening in the parish of Saint Mary Battersea in the county of London of the Company's main line of railway on its southern side ;
- (2) A widening of the Company's loop line on its north-eastern side between a point in the parish of Barnes in the county of Surrey and a point in the parish of Chiswick in the county of Middlesex.

6. The widening of the Company's loop line in the parishes of Barnes and Chiswick by this Act authorised and all or any temporary or permanent works connected therewith so far as the same affect the River Thames and the towing-paths shall if constructed be executed according to a plan and elevation to be approved by the conservators of the River Thames (herein-after called "the conservators") and deposited at their office and the works in the River Thames and on the towing-paths shall be executed and performed to the reasonable satisfaction of the engineer for the time being of the conservators and the traffic of the said River Thames and on the said towing-paths shall not be interfered with more than may be absolutely necessary in the construction of the said widening and the works connected therewith and the Company shall when and so soon as the permanent works are completed and within fourteen days after notice from the conservators so to do remove any materials for temporary works which may have been placed in the river and on the towing-path by the Company and on their failing to do so the conservators may remove the same charging the Company with the expense of so doing and the Company shall forthwith repay to the conservators all expenses so incurred.

Works on the River Thames to be executed under the direction of the conservators of the River Thames.

7. The Company shall not make or commence any work on the shore or bed of the River Thames or on the towing-paths without the consent in writing of the conservators until the plan referred to in the preceding section has been approved in writing by the conservators.

Company not to commence any work authorised by this Act on shore &c. of Thames until plan approved by Conservators.

8. The Company shall if required by the conservators during the construction of the works hang out and exhibit at or near to the widening of the loop line (over the River Thames and towing-paths)

Lights to be exhibited upon the widening of

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the loop line  
and upon  
temporary  
works dur-  
ing construc-  
tion.

by this Act authorised every night from sunset to sunrise lights to be kept burning by and at the expense of the Company and proper and sufficient for the navigation and safe guidance of vessels and the lights shall from time to time be altered by the Company in such manner and be of such kind and number and be so placed and used as the conservators by writing under the hand of their secretary shall approve and direct and in case the Company fail so to exhibit and keep burning the lights they shall for every such offence forfeit ten pounds and further the Company shall exhibit under a like penalty lights to be similarly approved by the conservators upon any temporary works or materials which may be placed on the river or towing-paths by the Company during the making of the said widening or works connected therewith.

Company not  
to interfere  
with the bed  
of the river  
&c.

9. Nothing in this Act contained shall authorise or empower the Company to embank encroach upon or permanently interfere with any part of the soil or bed of the River Thames or the shore thereof except according to the plan to be approved in writing by the conservators and in accordance with the terms of a license to be granted under the seal of the conservators and notwithstanding anything contained in the Lands Clauses Acts the consideration or compensation for such license as may be granted by the conservators for any embankment encroachment upon or interference with any part of the bed soil or shore of the river shall be assessed in manner prescribed by section 58 of the Thames Conservancy Act 1857.

Company  
not to take  
gravel &c.  
from River  
without  
consent of  
conserva-  
tors.

10. The Company shall not (except as far as shall be necessary in the construction of the said widening and the works connected therewith) take any gravel soil or other material from the bed of the river without the previous consent of the conservators signified in writing under the hand of their secretary.

Saving rights  
of the con-  
servators of  
the River  
Thames.

11. Except as herein expressly provided nothing contained in this Act shall extend to or be construed to extend to prejudice or derogate from the estates rights interests privileges liberties or franchises of the conservators or to prohibit defeat alter or diminish any powers authority or jurisdiction which at the time of passing this Act the conservators did or might lawfully claim use or exercise.

As to dredg-  
ing.

12. The foundations of the piers and abutments of the widening of the bridge (over the River Thames) authorised by this Act shall be sufficient to allow of any future deepening of the river by the conservators to the extent of at least seven feet below the level of the bed of the river shown on a plan signed in duplicate by the Right Honourable John Campbell Hamilton-Gordon Earl of Aberdeen the Chairman of the Committee of the House of Lords to whom



the Bill for this Act was referred one copy of which plan is deposited in the office of the Company and the other in the office of the conservators. A.D. 1891.  
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**13.** The existing towing-path under the Surrey arch of the bridge to be widened shall be extended and for ever after maintained at the expense of the Company for the whole width of the portion of the bridge so to be widened and to such an extent as in the opinion of the conservators is necessary to form a proper and sufficient junction with the towing-path on the northern side of the said bridge. As to tow-  
ing-path.

**14.** The widening of the Company's main line of railway in the parish of Saint Mary Battersea by this Act authorised shall be subject to the provisions and restrictions herein-after contained for the protection of the London Brighton and South Coast Railway Company (in this section called "the Brighton Company") and the London Chatham and Dover Railway Company (in this section called "the Chatham Company") and whose railways are respectively hereinafter called "the Brighton Railway" and "the Chatham Railway" and such provisions and restrictions shall accordingly be binding upon the Company:— For the pro-  
tection of the  
London  
Brighton and  
South Coast  
Railway and  
London  
Chatham and  
Dover Rail-  
way Com-  
panies.

(1) The Company shall not for the purpose of making the said intended widening over or under the Brighton Railway or the Chatham Railway acquire any ownership of or in any land or property of the Brighton Company or the Chatham Company as the case may be but the Company shall acquire only an easement or right for the so making maintaining and using of the intended widening;

(2) The Company shall not enter upon or interfere with the Brighton Railway or the Chatham Railway or any of the lands or works of the Brighton or Chatham Companies or execute any work whatsoever over under or affecting the same until there shall have been delivered to the principal engineer for the time being of the Brighton Company or the Chatham Company as the case may be by the Company plans drawings and specifications of the works intended to be executed over under or affecting the Brighton Railway or the Chatham Railway and the lands and works thereof such plans drawings and specifications to describe the manner of executing the intended works and the materials to be used for the purpose nor until the plans drawings and specifications have been examined and approved in writing under his hand by the engineer of the Brighton Company or the Chatham Company as the case may be or in the event of his failing to approve the same for one calendar month

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after the plans drawings and specifications have been delivered to him until the same have been examined and approved by an engineer to be agreed upon or in default of agreement to be appointed at the request of either Company by the President of the Institution of Civil Engineers and the said works shall be executed by the Company at their sole expense and shall in like manner be subsequently maintained by the Company in all things according to the approved plans drawings and specifications under the superintendence and to the reasonable satisfaction of the engineer of the Brighton Company or the Chatham Company as the case may be ;

(3) The Company shall bear and on demand pay to the Brighton Company or the Chatham Company as the case may be the expense of the employment by them during the making of the said widening over or under and adjacent to the line of the Brighton Railway or the Chatham Railway of a sufficient number of inspectors or watchmen to be appointed by them for watching their railway with reference to and during the execution of the intended works and for preventing as far as may be all interference obstruction danger and accident to arise from any of the operations or from the acts or defaults of any person or persons in the employ of the Company with reference thereto or otherwise ;

(4) If by reason of any works or proceedings of the Company with reference to the said widening there shall be any obstruction of or interference with the Brighton Railway or the Chatham Railway so as to prevent or impede the convenient passage of engines and carriages along the same the Company shall pay to the Brighton Company or the Chatham Company as the case may be the sum of twenty pounds by way of ascertained damages for every hour during which that obstruction or interference continues ;

(5) The Company shall from time to time be responsible for and make good to the Brighton Company or the Chatham Company as the case may be all costs losses damages and expenses from time to time occasioned to that Company or to their railway or to any of the works or property thereof or to the traffic thereon or to any person or persons using the same or otherwise by reason of the execution or failure of any of the works of or incidental to the said intended widening or any act or omission of the Company or any of the persons in their employ or their contractors or others and the Company shall effectually indemnify and hold harmless the Brighton Company or the Chatham Company as the case may be from all claims and demands upon

or against them by reason of any such execution or failure and of any such act or omission. A.D. 1891.

**15.** For the protection of Surrey main roads county bridges and approaches and other property be it enacted as follows:—

For protec-  
tion of Sur-  
rey main  
roads and  
bridges.

(A) No works affecting any main road or bridge belonging to or under the control of the Surrey County Council or the approaches to any such bridge shall be constructed except in accordance with plans and specifications previously submitted to and signed by the surveyor for the time being of the county of Surrey and the said works shall be executed under the superintendence and to the reasonable satisfaction of the said surveyor and shall be thereafter maintained by the Company at their own expense and under such superintendence as aforesaid. Provided that if the said surveyor omit to signify his approval or disapproval to the said plans and specifications during one month after the same shall have been submitted to him such omission shall be deemed an approval;

(B) For the purposes of this section the term "main road" shall mean a main road under section 11 of the Local Government Act 1888;

(C) Except in the case of the before-mentioned omission of the county surveyor if the undertakers commence any works in contravention of this section they shall pay to the said county council by way of liquidated damages a sum of twenty pounds and a further sum of five pounds for every day in which the works shall be continued which sums may be recovered with costs of action in any court of competent jurisdiction;

(D) Notwithstanding anything in this Act contained the Company shall be responsible for and make good to the said county council all costs losses damages and expenses which they may be put to or sustain by reason of the execution or failure of any of the intended works or of any act or omission of the Company or of any of their contractors agents workmen or servants or any of the persons in their employ or in the employ of their contractors or others and the Company will effectually indemnify and hold harmless the said county council from all claims and demands upon or against them by reason of such execution or failure or of any such act or omission;

(E) The costs charges and expenses of the said surveyor of and incident to the approval of the said plans and specifications and the superintendence of the works shall be paid by the Company.

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For protec-  
tion of sew-  
ers in the  
metropolis.

**16.** Where any of the intended works to be done under or by virtue of this Act shall or may pass over under or by the side of or so as to interfere with any sewer drain watercourse defence or work under the jurisdiction or control of the London County Council or of any vestry or district board of works constituted under the Metropolis Management Act 1855 or any Act or Acts amending the same or extending the powers thereof or with any sewers or works to be made or executed by the said council or by any such board or vestry or shall or may in any way affect the sewerage or drainage of the districts under their or either of their control the Company shall not commence such works until they shall have given to the said council or to the vestry or district board as the case may be twenty-one days previous notice in writing of their intention to commence the same by leaving such notice at the principal office for the time being of such council vestry or district board as the case may be with a plan and section showing the course and inclination thereof and other necessary particulars relating thereto and until such council vestry or district board respectively shall have signified their approval of the same unless such council vestry or district board as the case may be do not signify their approval disapproval or other directions within twenty-one days after service of the said plan section and particulars as aforesaid and the Company shall comply with and conform to all orders directions and regulations of the said council and of the respective vestry or district board as the case may be in the execution of the said works and shall provide by new altered or substituted works in such manner as such council vestry or district board respectively shall reasonably require for the proper protection of and for preventing injury or impediment to the sewers and works herein-before referred to by reason of the said intended works or any part thereof and shall save harmless the said council and every such vestry and district board respectively against all and every the expense to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the engineer or other officer or officers of the said council vestry or district board as the case may be at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the said council or any vestry or district board may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to such council vestry or district board by the Company on demand and when any new altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at

the costs charges or expenses of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the said council vestry or district board as the case may be respectively as any sewers or works now or hereafter may be.

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

Company to make good parochial rates until works are assessed.

18. For the purpose of demanding and recovering tolls rates and charges and for all other purposes the widenings of railways of the Company by this Act authorised shall respectively be deemed part of the Company's main line of railway.

Tolls &c.

19. The Company may remove the footbridge now carried over the Company's main line at a point about twenty-four chains from and on the London side of the bridge carrying King Charles's Road over the said main line near Surbiton Station which bridge first mentioned is now disused and upon and after the removal of the said bridge all private rights of way and other rights (if any) over the same or over the Company's railway at or near the site of the said bridge are by this Act extinguished.

Removal of bridge over railway at Surbiton.

20. All public and other rights of way and other rights (if any) over the road leading from the main approach to the Company's passenger station at Ilfracombe to and on the eastern side of the goods yard adjoining that station in the parish of Ilfracombe in the county of Devon and over any lands on the east side of and adjoining the Company's railway in the said parish and within sixteen chains southward from the goods shed at the said station are by this Act extinguished but the Company shall provide other ways in substitution therefor to the satisfaction of the Local Board of Health for Ilfracombe.

Extinction of rights of way over road and lands at Ilfracombe.

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Confirming  
diversion of  
footpath at  
Titchfield.

**21.** The diversion (as the same has been carried into execution) by the Company alongside the south side of their railway of the footpath in the parish of Titchfield in the county of Southampton which formerly ran through the property numbered 68 in the said parish of Titchfield on the plans deposited for and referred to in the South-western Railway (Various Powers) Act 1883 and the purchase of lands for and the application by the Company of its funds and revenues to the purposes of such diversion are hereby confirmed and sanctioned.

Power to  
take addi-  
tional lands  
for general  
purposes.

**22.** Subject to the provisions of this Act the Company may for all or any of the purposes of their undertaking enter upon take hold and use the whole or any part or parts of the lands and all or any of the buildings next herein-after mentioned shown on the deposited plans and described in the deposited books of reference (that is to say) :—

(A) Lands and buildings in the parish of Christchurch in the county of Southampton—

- (1) Situate on the south side of and adjoining the Company's railway near Bournemouth east goods station and forming parts of the properties numbered 32 to 36 (both inclusive) in the said parish on the plans deposited for and referred to in the South-western (Bournemouth &c.) Act 1883 ; and
- (2) Situate on the south side of and adjoining the same railway and extending eastward from the Ashley Road for a distance of about 17 chains measured along the railway fence :

(B) Lands in the parishes of Ealing and Chiswick in the county of Middlesex situate on the south side of and adjoining the Company's loop line between two points respectively about 3 chains and 14 chains eastward from the bridge carrying the high road from Kew Bridge and Brentford to Hammersmith over the said loop line at Kew Bridge Station :

And upon the purchase or acquisition by the Company of the lands above described in sub-section (B) of this section all private rights of way and other rights (if any) over the Company's railway to or from the said lands or any part thereof shall be by this Act extinguished.

As to pay-  
ment and  
application  
of purchase  
money in  
respect of  
certain lands

**23.** The purchase money to be paid by the Company for the acquisition of the interest of the persons for the time being entitled to cut and take turf for fuel in or from the lands in the parish of Christchurch in the county of Southampton to be acquired by the Company under the powers of this Act being part of the park lands

as defined by the Bournemouth Park Lands Act 1889 and forming part of the allotment numbered 59 referred to in section 3 of the last-mentioned Act shall be paid to a committee of such persons and thereupon the provisions of the Commonable Rights Compensation Act 1882 as to the application of compensation money shall apply.

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in parish of  
Christ-  
church.

**24.** 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 (not being an easement of water) right or privilege required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rent-charges 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.

Easements  
&c. may be  
granted by  
incapacitated  
persons.

**25.** The Company may hold for the purposes of their undertaking the following lands acquired by them namely:—

Company  
may hold  
certain lands  
already ac-  
quired.

(A) Lands and buildings in the parish of Ilfracombe in the county of Devon extending about 11 chains northward from the Company's Ilfracombe station and lying between the Slade and Station Roads; and

(B) Land in the parish of South Stoneham in the county of Southampton situate on the west side of Park Road (otherwise Park View) Eastleigh and on the north side of Leigh Road.

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

Vesting sites  
of roads &c.  
stopped up  
and extin-  
guishing  
rights over  
same.

**27.** The Company shall make full compensation to all parties interested in respect of all private rights of way or other private

Compensa-  
tion to be  
made in

A.D. 1891.  
—  
respect of  
private  
rights ex-  
tinguished.

rights (if any) which by this Act are extinguished or interfered with and such compensation shall be settled in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for that purpose any and every right so extinguished or interfered with shall be deemed to be an interest in land.

Lands for ex-  
traordinary  
purposes.

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

Period for  
compulsory  
purchase of  
lands.

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

Restrictions  
on displacing  
persons of  
labouring  
class.

**30.—(1)** The Company shall not under the powers of this Act or under the powers of any former Act extended by this Act or under any powers of any former Act by this Act transferred to the Company purchase or acquire in any parish within the metropolis twenty or more houses or in any other city borough or urban sanitary district or outside the metropolis in any parish or part of a parish not being within an urban sanitary district ten or more houses which after the passing of this Act have been or on the fifteenth day of December next before the passing of this Act or of the respective former Act by which such purchase or acquisition was originally authorised as the case may be were occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

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



neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and A.D. 1891.

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

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

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

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

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

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

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

(6) For the purpose of carrying out any scheme under this section the Company may appropriate any lands for the time being belonging to them or which they have power to acquire and may purchase such further lands as they may require and for the purpose of any such purchase sections 176 and 297 of the Public Health Act

A.D. 1891. 1875 shall be incorporated with this Act and shall apply to the purchase of lands beyond the metropolis by the Company for the purposes of any scheme under this section in the same manner in all respects as if the Company were a local authority within the meaning of the Public Health Act 1875 and the scheme were one of the purposes of that Act.

(7) The Company may on any lands belonging to them or purchased or acquired under this section or any Provisional Order issued in pursuance of this section erected such dwellings for persons of the labouring class as may be necessary for the purpose of any scheme under this section and may sell demise or let or otherwise dispose of such dwellings and any lands purchased or acquired as aforesaid and may apply for the purposes of this section to which capital is properly applicable or any of such purposes any moneys which they may be authorised to raise or apply for the general purposes of their undertaking :

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

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

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

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

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

purposes of any such inquiry have all such powers as the inspectors of the Local Government Board have for the purposes of inquiries directed by the Local Government Board under the Public Health Act 1875. A.D. 1891.

(11) The Company shall pay to the said Secretary of State any expenses incurred by him in relation to any inquiries under this section including the expenses of any witnesses summoned by the inspector and a reasonable sum to be fixed by the said Secretary of State for the services of such inspector.

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

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

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

A.D. 1891.

As to bridges  
at Battersea.

31. Notwithstanding anything in this Act or on the deposited plans and sections the bridges or works constructed for the widening of the Company's railway under the powers of this Act over any street or road shall be constructed subject to and in accordance with the following provisions. The superstructure over the carriageway shall be constructed as a girder bridge and so that at the centre of the roadway of the street and road next herein-after mentioned it shall not be at a lower level than that herein-after stated in connexion therewith respectively and the abutments or piers shall have a clear span throughout measured on the square of not less than that herein-after stated (that is to say):—

SCHEDULE.

Parish.	Name of Road.	Number on deposited Plan.	Level of under side of superstructure above Ordnance datum in the centre of the Roadway.	Span at right angles to Road.
Saint Mary Battersea.	Russell Street -	86	23 58	40 ft. 10 ft. 7 in. foot-way 36 ft. 7 in. carriageway 10 ft. 6 in. foot-way 40 ft. 40 ft.
	Queen's Road -	71	23 71	
	Stewart's Road -	60	23 41	
	New Road -	27	22 12	

Provided also that the abutments for the extended portions of the bridges over the said street and roads numbered on the deposited plans 86 71 60 and 27 shall be faced with white glazed bricks and shall be carried down to such a level as to admit of the lowering of the surfaces of these roads or any of them to such an extent as may be necessary for the purposes herein-after stated. Provided also that before the work is commenced the Company may require the council or the vestry to state to what extent the surfaces of the roads are to be lowered.

The Company shall light the roadway under the bridges by day and by night to the satisfaction of the vestry of Saint Mary Battersea with two proper lamps under each bridge of a character similar to those in use upon the said roads for affording a proper light and security and all bridges and works constructed as aforesaid shall be of a reasonably ornamental character and design and shall be made

and maintained so as to prevent as far as is reasonably practicable the dripping of water therefrom on any part of the street or road or any footway area or forecourt and so as to deaden so far as is reasonably practicable the sound of engines carriages and traffic passing over them and the parapets of such bridges and works shall be carried up to a height sufficient effectually to hide from view of the street or road trains passing over such bridges or works but not extending more than six feet above rails. A.D. 1891.

If at any time after the passing of this Act the London County Council or the said vestry shall consider it desirable that such portion of the existing bridges or any of them carrying the railway of the Company over the aforesaid roads numbers 86 60 and 27 in the parish of Saint Mary Battersea as are of less width between the abutments than forty feet shall be widened and improved and the foundations deepened so as to admit of the lowering of the surfaces of the roads as herein-after provided the London County Council or the said vestry may give to the Company notice in writing under their common seal requiring them to alter such portion of the existing bridges carrying the railway of the Company over the said roads or any of them and to reconstruct the same as girder bridges with the superstructure at the same level as already provided in this section in respect of the bridges or works to be constructed for the widening of the Company's railway under this Act and with a clear span throughout on the square of forty feet and the Company shall alter and reconstruct the said bridges or any of them accordingly so as to correspond as to span and level of underside of superstructure with the extension over the said roads made for the widening of the Company's railway under the authority of this Act Provided that the Company shall not be required to commence such alteration and reconstruction in the case of any such road until the extension over such road shall be available for traffic and provided that when the Company shall have altered and reconstructed the said bridges or any of them in accordance with the provisions herein-before contained to the reasonable satisfaction of the engineer for the time being of the London County Council the London County Council or the said vestry whichever authority shall have given the notice requiring the Company to carry out the said works shall repay to the Company the necessary and proper cost of the alteration of the existing bridge to which the notice relates and the works incidental thereto including the deepening of the foundations of the same Provided that the Company shall not commence or execute any work whatever in connexion with such alteration or reconstruction of the said bridges or either of them until plans drawings specifications and list of prices

A.D. 1891. describing the manner of and materials to be used in executing the works intended to be executed in connexion with such alteration or reconstruction of the said bridges or any of them shall have been delivered to the London County Council and been examined and approved in writing by the engineer for the time being of the London County Council. Provided that as regards the said street and roads numbered on the deposited plans 86 60 and 27 the said vestry shall be at liberty to lower the surfaces of the roads or any of them to any extent so as to obtain increased headway so far as the same may be lowered without injury or risk to the stability of the Company's railway or works and the Company shall give the said vestry every facility for the purpose. Provided that if the Company at any future time reconstruct the bridge over Queen's Road it shall be so reconstructed that it shall correspond as to span and level of underside of superstructure with the extension of the said bridge to be constructed under this Act.

Plans &c. of bridges to be submitted to the Council.

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

Prohibition of placards.

**33.** The Company shall not exhibit or permit to be exhibited upon any part of the bridges or works authorised by this Act within view of any public road or street within the administrative county of London any placards or advertisements except such as shall have

been approved in writing by the clerk or other officer of the London County Council and if any placard or advertisement be affixed or exhibited in contravention of this provision the said Council may remove the same by their servants or workmen but this provision shall not prevent the Company from exhibiting on the exterior of any station placards giving information to the public as to the traffic of the Company.

A.D. 1891.

**34.** The powers of the North Cornwall Railway Act 1882 with respect to the compulsory purchase or taking of lands and buildings for the (Bodmin and Wadebridge) Deviation Railways Nos. 5, 6 and 7 authorised by that Act shall be and the same are hereby further extended and shall continue in force until the eighteenth day of August one thousand eight hundred and ninety-four.

Extending time for purchase of lands for Deviation Railways Nos. 5, 6 and 7 authorised by North Cornwall Railway Act 1882.

**35.** The time limited by the North Cornwall Railway Act 1882 for the construction and completion of the (Bodmin and Wadebridge) Deviation Railways Nos. 5, 6 and 7 authorised by that Act shall be and the same is hereby further extended and shall continue in force until the eighteenth day of August one thousand eight hundred and ninety-six And if the said deviation railways shall not be completed within the extended period hereby limited then on the expiration of such period the powers by the North Cornwall Railway Act 1882 the North Cornwall Railway Act 1885 the North Cornwall Railway Act 1888 and this Act granted for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Extending time for completion of deviation railways.

**36.** The expenditure by the Company of all moneys advanced by them to the Plymouth Company for or in connexion with the purchase by the Plymouth Company of lands for and for the execution of works of or connected with the Friary Station and with the Plymouth section is hereby confirmed and sanctioned and the moneys so expended or advanced may and shall be carried in the books and accounts of the Company to the debit of capital.

Confirming expenditure in respect of Plymouth section.

**37.** On and as from the passing of this Act all the powers granted to the Plymouth Company by the Plymouth Act of 1889 as regards the Plymouth section other than their powers for raising money by shares or stock or by borrowing or by debenture stock and all the lands acquired by the Plymouth Company or vested in any trustee or trustees for them and all other their property rights powers interests agreements and benefit of agreements relating to or connected with the Plymouth section shall subject to the provisions of this Act be by this Act transferred to vested in executed and performed by the Company.

Transfer to the Company of Plymouth Company's powers as to Plymouth section.

A.D. 1891.

Powers of  
Plymouth  
Company to  
be exercised  
by Company.

**38.** All the rights powers and privileges of the Plymouth Company and their directors officers and servants respectively which by virtue of the Plymouth Act of 1889 might be exercised and enjoyed by them and which in accordance with the provisions of this Act are to be exercised and enjoyed by the Company and their directors officers and servants respectively with respect to the Plymouth section shall be exercised and enjoyed accordingly under and with the same regulations restrictions conditions obligations penalties and immunities in accordance with the Plymouth Act of 1889 and this Act respectively as by the Plymouth Company and their directors officers and servants respectively.

Company to  
perform  
duties of  
Plymouth  
Company.

**39.** From and after the passing of this Act the Company shall subject to the provisions of this Act be subject to and perform conform and be liable to all contracts agreements duties obligations debts charges claims and demands whatsoever to which the Plymouth Company if the transfer were not effected by this Act would be subject or liable in relation to or in connexion with the Plymouth section and shall indemnify the Plymouth Company and their shareholders directors officers and servants from the same and all costs charges and expenses with respect to the same.

Plymouth  
Act of 1889  
to apply to  
Company.

**40.** From and after the passing of this Act the Plymouth Act of 1889 so far as it relates to the Plymouth section shall (subject to the provisions of this Act) be read and have effect as if the same had been passed with respect to the Company instead of with respect to the Plymouth Company.

General  
saving of  
rights under  
Plymouth  
Act of 1889.

**41.** Notwithstanding the transfer to the Company by this Act of the rights powers property and effects of the Plymouth Company relating to or connected with the Plymouth section and except only as is by this Act otherwise expressly provided everything before the vesting done suffered and confirmed respectively under or by virtue of the Plymouth Act of 1889 relating to or connected with the Plymouth section shall be as valid in favour of or against the Company as if the transfer had not happened and the transfer and this Act respectively shall accordingly be subject and without prejudice to everything so done suffered and confirmed respectively and to all rights liabilities claims and demands both present and future which if the transfer had not happened would be incident to and consequent on any and everything so done suffered and confirmed respectively Provided that the generality of this provision shall not be restricted by any other of the sections and provisions of this Act.

Penalty im-  
posed unless  
railways

**42.** If the Company fail within the period limited by this Act or (as the case may be) by the Plymouth Act of 1889 to complete the



deviations 5, 6 and 7 aforesaid of the Bodmin and Wadebridge Railway or the Plymouth section the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the respective period so limited until the said deviations or (as the case may be) the Plymouth section are or is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on the estimated cost of the said deviations or the Plymouth section respectively and the said penalties may respectively 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 the third section of the Railway and Canal Traffic Act 1854 and every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in the said section to an account opened or to be opened in the name of the Paymaster General for and on behalf of the Supreme Court in the bank specified in such warrant or order and shall not be paid thereout except as herein-after provided but no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company was prevented from completing or opening the said deviations or the Plymouth section as the case may be 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.

A.D. 1891.  
—  
opened with-  
in the time  
limited.

**43.** 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 respective work or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon or transferred to the Company by this Act or conferred upon the Plymouth Company by the Plymouth Act of 1889 and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit and if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid has been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money

Application  
of penalty.

A.D. 1891,

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 and has been ordered to be wound up or the railway or railways in respect of which the penalty has been incurred or any part thereof has been abandoned be paid to such receiver or to the liquidator or liquidators of the Company 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 paid to the Company.

Providing  
for return of  
North Corn-  
wall deposit  
fund.

44. In consideration of the liability to a penalty imposed upon the Company by this Act in the event of failure to complete the Deviations 5, 6, and 7 aforesaid of the Bodmin and Wadebridge Railway the High Court at any time after the passing of this Act on the application of the person or persons named in the warrant or order mentioned in section 40 of the North Cornwall Railway Act 1882 or the executors or administrators of such person or persons may and shall order that the Bodmin and Wadebridge Deviations deposit fund or so much thereof as shall not have been already transferred and paid and the interest or dividends on that fund shall be transferred and paid to the person or persons so applying or to any other person or persons whom he or they may appoint in that behalf and on such order being made the said deposit fund or the balance thereof and the interest or dividends thereon shall be transferred and paid to such person or persons accordingly.

Providing  
for return  
of Plymouth  
deposit fund.

45. In consideration of the liability to a penalty imposed upon the Company by this Act in the event of failure to complete the Plymouth section the High Court at any time after the passing of this Act on the application of the person or persons named in the warrant or order mentioned in Section 18 of the Plymouth Act of 1889 or the executors or administrators of such person or persons may and shall order that the Plymouth deposit fund and the interest or dividends on that fund shall be transferred and paid to the person or persons so applying or to any other person or persons whom he or they may appoint in that behalf and on such order being made the said deposit fund and the interest or dividends thereon shall be transferred and paid to such person or persons accordingly.

Confirming  
agreement  
with Secre-  
tary of State  
for War  
Department.

46. The recited agreement of the second day of June one thousand eight hundred and ninety between the Company of the one part and Her Majesty's Principal Secretary of State for the War Department of the other part (a copy of which is set out in the schedule to this Act) is hereby confirmed and full effect shall be given thereto accordingly.

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

A.D. 1891.

Power to apply funds.

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

Power to raise further money for purposes of this Act.

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

Shares not to be issued until one fifth paid.

**50.** One fifth of the amount of a share shall be the greatest amount of a call and three months at least shall be the interval between successive calls and three fifths of the amount of a share shall be the utmost aggregate amount of the calls made in any year upon any share.

Calls.

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

Receipts in case of persons not sui juris.

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

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

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

Further borrowing powers to the Company.

A.D. 1891. the whole one hundred and sixty-six thousand six hundred and sixty-five pounds and of the last-mentioned sum they may borrow thirty-three thousand three hundred and thirty-three pounds in respect of every one hundred thousand pounds of the said capital of five hundred thousand pounds.

Restrictions  
on borrow-  
ing.

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

Existing  
mortgages to  
have priority.

**55.** All mortgages granted by the Company in pursuance of any Act passed before the passing of this Act and subsisting at the time of the passing of this Act shall during the continuance thereof respectively have priority over any mortgages to be granted by virtue of this Act Provided that this section does not apply to any mortgage from time to time granted by the Company in accordance with section 21 of the South-western Railway (General) Act 1865 or section 60 of the South-western Railway (General) Act 1867.

Provisions  
as to ap-  
pointment  
of receiver  
repealed.

**56.** Section 52 of the South-western Railway Act 1890 for appointment of a receiver is by this Act repealed but without prejudice to any appointment heretofore made or proceedings now pending under the provisions of that section or any of them.

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

A.D. 1891.  
For appointment of a receiver.

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

Debenture stock.

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

Application of moneys.

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

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

**61.** The Company and the Midland Company (herein-after referred to as "the two Companies") may in the lines and according to the levels shown on the deposited plans and sections make and maintain in the county of Somerset the widenings herein-after described of the Somerset and Dorset Railway with all necessary rails sidings junctions works and conveniences connected therewith and may enter upon take and use such of the lands shown on the deposited plans and described in the deposited books of reference as may be required for that purpose The widenings herein-before referred to and by this section authorised are the following :—

Company and Midland Company may widen Somerset and Dorset Railway.

(1) A widening (No. 1) of the said railway on its south side commencing in the parish of Radstock and terminating in the parish of Wellow ;

(2) A widening (No. 2) of the said railway (including the viaducts thereof) on its northern and western sides commencing in the parish of Wellow and terminating in the parish of Monkton Combe :

And the purchase of any lands which may have been acquired by the two Companies and the construction of any works which may have been constructed by the two Companies for the purposes of the said widenings or either of them are hereby confirmed and sanctioned.

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Restriction  
on two Com-  
panies taking  
houses of  
labouring  
class.

**62.** The two Companies shall not without the consent of the Local Government Board take under the powers of this Act in any city borough urban sanitary district or parish ten or more houses which after the passing of this Act have been or on the fifteenth day of December last were occupied either wholly or partly by persons belonging to the labouring class as herein-after defined as tenants or lodgers.

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

Easements  
&c. may be  
granted by  
incapacitated  
persons.

**63.** 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 two Companies any easement (not being an easement of water) right or privilege required for any of the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Height and  
span of  
bridges.

**64.** The two Companies may make the arches of the bridges for carrying the widenings of railways over the roads next herein-after mentioned of any heights and spans not less than the heights and spans herein-after mentioned in connexion therewith respectively (that is to say) :—

Work.	Number on deposited Plan.	Parish.	Description of Road.	Height.	Span.
				ft. in.	ft. in.
Widening No. 1 of Somerset and Dorset Railway.	2	Wellow	Public	13 3	18 6
Widening No. 2 of Somerset and Dorset Railway.	9 32 58 71 84	Wellow	Public	15 0	20 2
		Wellow	Public	11 7	20 3
		Wellow	Public	13 1	28 0
		Wellow	Public	16 0	30 0
		Wellow	Public	13 6	17 0

Widths of  
certain road-  
ways.

**65.** The two Companies may make the roadway over the bridges by which the following roads will be carried over the widening of

railway of such width between the fences thereof as the two Companies think fit not being less than the respective widths herein-after mentioned in connexion therewith respectively (that is to say)—

Work.	No. on Plan.	Parish.	Description of Roadway.	Width of Roadway.	
				ft.	in.
Widening No. 2 of Somerset and Dorset Railway	41	Wellow -	Public road -	20	7
	50	Wellow -	Public road -	20	5
	16	South Stoke -	Public road -	15	0

**66.** In the event of the two Companies taking any portion of numbers 64 65 66 and 67 in the parish of Wellow in the county of Somerset on the deposited plans they shall unless otherwise agreed with the vicar for the time being of the said parish construct and for ever maintain at a point to be agreed with the vicar or failing agreement to be settled by the engineer for the time being of the London and North-western Railway Company between the existing level crossing at number 67 and the public road number 71 on the said deposited plans a cart bridge with a headway of not less than ten feet and with a span of not less than ten feet with proper approaches thereto of such gradients as the nature of the ground reasonably permits and having due regard to the gradients of the existing roads in the neighbourhood such approaches to extend between an agreed point in number 67 to and through the said bridge into the field number 66 Provided that the construction of the said bridge and approaches shall not be taken into consideration in determining the amount of the compensation to be paid to the vicar On completion of the said cart bridge all rights over the railway between the points marked three miles and three miles three chains on the deposited plans in respect of the widening No. 2 by this Act authorised shall be extinguished and the footpath and road crossing the railway on the level between those points shall be diverted and carried under the railway through the said bridge.

As to cart bridge at Wellow.

**67.** The two Companies may by agreement from time to time purchase additional land for any of the extraordinary purposes specified in the Railways Clauses Consolidation Act 1845 connected with the Somerset and Dorset Railway not exceeding in quantity five acres but nothing in that Act or in this Act shall exempt the two Companies from any indictment action or other proceeding for nuisance in the event of any nuisance being caused by them upon any land taken under the powers of this section.

Lands for extraordinary purposes.

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Period for compulsory purchase of lands.

**68.** The powers of the two Companies under this Act for the compulsory purchase of lands for the widenings by this Act authorised of the Somerset and Dorset Railway shall cease after the expiration of three years from the passing of this Act.

Tolls &c.

**69.** For the purpose of demanding and recovering tolls rates and charges and for all other purposes the widenings by this Act authorised of the Somerset and Dorset Railway shall be deemed to be part of that railway.

Power to apply funds.

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

Interest not to be paid on calls paid up.

**71.** No interest or dividend shall be paid out of any share or loan capital which the Company are by this Act or any other Act authorised to raise to any shareholder on the amount of the calls made in respect of the shares held by him. Provided that this Act shall not prevent the Company from paying to any shareholder such interest on money advanced by him beyond the amount of the calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845.

Deposits for future Bills not to be paid out of capital.

**72.** The Company shall not out of any money by this Act authorised to be raised by them pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force is required to be deposited in respect of an application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Provision as to general Railway Acts.

**73.** Nothing in this Act contained shall exempt the railways of any railway company from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies now or hereafter in force or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any railway company.

Costs of Act.

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



The SCHEDULE referred to in the foregoing Act.

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AGREEMENT made the 2nd day of June 1890 between THE LONDON AND SOUTH-WESTERN RAILWAY COMPANY (herein-after called "the Company") of the one part and HER MAJESTY'S PRINCIPAL SECRETARY OF STATE FOR THE WAR DEPARTMENT of the other part.

WHEREAS the Secretary of State is desirous of constructing two branch lines of railway respectively connecting the Ordnance Stores and the Commissariat Stores at Aldershot with the Company's line of railway between North Camp and Aldershot stations and it is proposed that such branch lines shall respectively enter the Company's land at the points marked C and D on the plan annexed to this agreement and shall at those points be connected with a line of railway on the Company's land to be constructed on the site shown by the dotted and full red lines between the points C A B and D on the said plan which last-mentioned line of railway is herein-after called the C A B D line:

And it is further proposed that the C A B D line shall be connected with the Company's existing railway by a junction line between the points marked A and E on the said plan and by a cross-over road between the points marked F and G on the said plan and that a signal box shall be erected in the position marked H on the said plan:

And whereas the said parties hereto have agreed to make such arrangements in relation to the premises as are herein-after expressed:

Now therefore it is hereby agreed and declared between the said parties hereto as follows:—

1. The War Department will forthwith at their own cost provide suitable materials for and construct a proper embankment to carry the portions of the C A B D line mentioned in Article 2 on a level with the Company's existing railway and will provide and deliver ballast for the remaining portion of the C A B D line and for the southern part of the junction line A E and they will also execute such other works as may be necessary in connexion with that portion of the embankment which they are to construct to the satisfaction of the Company's resident engineer (or his district assistant).

2. So soon as the said embankment shall in the opinion of the Company's said engineer have become properly consolidated the War Department will lay fix and ballast and in every respect complete to the satisfaction of the said engineer the portions of the C A B D line shown by the dotted lines between the points C and A and the points D and B on the said plan and will ballast and construct to the like satisfaction the said two branch lines of railway respectively connecting the Ordnance Stores and the Commissariat Stores at Aldershot with the Company's said line of railway and also all such sidings as the War Department shall think fit to construct as part of the same branch lines.

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3. The Company will immediately upon or contemporaneously with the execution by the War Department of the works mentioned in the last preceding Article lay fix and in every respect complete with all necessary sleepers and rails and other works the remaining portion of the C A B D line viz. that shown by the full red lines and colour between the points A and B on the said plan and also the whole of the said junction line A E and the said cross-over road F G and also construct a signal box at the point H and will provide all points signals and other works which their said engineer shall in his uncontrolled discretion consider necessary for the proper working of the C A B D line in connexion with the Company's existing railway. And the Company will from and after the completion of the said C A B D line and junction line and cross-over road and thenceforth at all times thereafter maintain the same and the said signal-box and points signals and other works in good and proper condition and working order. And the Company will also at their own cost maintain in good and proper condition and working order as aforesaid the said branch lines and sidings thereto to be constructed by the War Department as aforesaid and running from A and B to the said Ordnance Stores and Commissariat Stores respectively when the same shall have been ballasted and constructed to the satisfaction of the Company's engineer as aforesaid. Provided always and it is hereby agreed that the War Department shall provide and deliver on the spot (as and when required) all the ballast to be used in the first construction of the works to be executed by the Company under this Article.

4. Upon the completion of the C A B D line the Company will place a gate across the C A B D line at each of the points marked A and B on the said plan with proper locks and fastenings thereto and will erect and maintain the fencing between the C A B D line and the Company's railway as shown on the plan.

5. The War Department will upon the execution of this agreement pay to the Company the sum of £1,000 towards the cost of the works to be executed by them under Articles 3 and 4 of this agreement.

6. From and after the inspection and approval of the said works by the Board of Trade the Company will permit the War Department during the hours of ordinary traffic on the Company's railway to use the C A B D line and the said junction line and cross-over road for the forwarding of troops horses and artillery and for the forwarding and receipt and delivery of goods and animals consigned or despatched over the Company's railway to or by the War Department in connexion with their military stores and supplies respectively but not for any other purpose save with the consent of the Company nor so as to interrupt impede or interfere with the Company's railway or the traffic thereon and such user shall be subject to and in conformity with the regulations made or to be made from time to time by the general manager of the Company. Provided always that the Company may also at such time as is not required for War Department purposes use the said C A B D line and junction line for shunting purposes in connexion with their system of railways.

7. The whole of the said railways and works so far as situate on the Company's premises within the Company's existing boundaries shall be at all times under the supervision and direction and subject to the control in all things of the general manager of the Company and of their station masters at North Camp and Aldershot aforesaid and of any other authorised officers of the Company.

8. The keys of the gates to be erected under Article 4 of this agreement shall be kept by the station master at Aldershot aforesaid or by the signalman or other person in charge of the junction and no waggon or other vehicle shall be moved

into or out of the C A B D line without his permission and such movements shall only take place at the times in the manner and to the extent appointed from time to time by the general manager of the Company and the Company reserve to themselves the power to require the War Department to leave all their waggons for the time being on the C A B D line in such part thereof as may be ordered by such station master or other person as aforesaid.

9. If and whenever and so long as the War Department shall from time to time so require the Company shall undertake the haulage and carriage over the said C A B D line and junction line and the said branch lines of railway intended to be constructed to the said Ordnance Stores and Commissariat Stores respectively and the delivery at those places respectively of all animals goods and things in waggons or trucks which shall have been consigned to the War Department from any place on the Company's system of railways and there delivered to the Company for conveyance or which having been consigned to the War Department from any place outside such system shall have been delivered by any other railway company to the Company for conveyance to Aldershot And the Company shall in respect of all animals goods and things so delivered be entitled to charge the same rates (and no more) as they would for the time being have been entitled to charge if such animals goods or things had been delivered to the War Department at the Company's Aldershot Town Station And the Company shall also if and when so required undertake the haulage and carriage from the said Ordnance Stores and Commissariat Stores over the said C A B D line and junction line and the said branch lines of railway and thence over the said Company's railways of all animals goods and things required by the War Department to be conveyed by the Company and the Company shall in respect of all such animals goods and things be entitled to charge the same rates and no more as they would for the time being have been entitled to charge if the same had been delivered at the said Aldershot Town Station for conveyance by the Company Provided always and it is hereby agreed firstly that the Company shall not be required to commence such haulage or carriage until their said engineer shall be satisfied that the said branch lines are so constructed in all respects as to admit of the Company's locomotive engines running safely thereon and of the traffic thereon being safely conducted in the manner in which the Company's goods traffic is ordinarily conducted and secondly that the War Department shall keep the Company indemnified against any liability which the Company may incur by reason of their running locomotive engines or conducting traffic on the said branch lines without the authority of Parliament.

10. Nothing contained in or done under this agreement shall give to the War Department any estate or interest in the site of the C A B D line or in any other land within the Company's existing boundary line and such boundary line shall be maintained by the erection and maintenance of boundary marks at convenient points along the line and nothing contained in or done under this agreement shall give to the Company any estate or interest in or control over the said branch lines outside the Company's said boundary line and moreover nothing contained in or done under this agreement is intended or shall be construed to affect the Company's obligations under section 23 of the South-western (Aldershot) Railway Act 1865.

11. If the Company shall at any time hereafter require for railway purposes the site of the C A B D line or any part thereof they shall be at liberty to take up that line and use the site thereof for other purposes but they shall in such

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case if and when so required by the War Department replace that line by a parallel line to be constructed by them upon land of not greater area than that occupied by the said C A B D line and to be provided for the purpose by the War Department on the north-west side of the Company's present boundary and shall connect such new line with the said branch lines all which works the Company shall carry out at their sole expense and thenceforth the provisions hereinbefore contained with respect to the maintenance of the C A B D line and of its connexions with the Company's railway shall apply so far as may be to the said new line and its connexions but the Company shall not by reason of their construction or maintenance of the said new line as aforesaid or otherwise under this agreement have any estate or interest in or control over the said new line or the site thereof all of which shall remain wholly the property of the War Department.

12. The Company will on the occasion of their next application to Parliament seek powers to confirm by clause in the Bill or otherwise the terms of this agreement.

In witness whereof the said London and South-western Railway Company have caused their common seal to be affixed and Her Majesty's Principal Secretary of State for War hath hereunto set his hand and seal the day and year first above written.

The Common Seal of the London and South-western Railway Company affixed hereto in the presence of

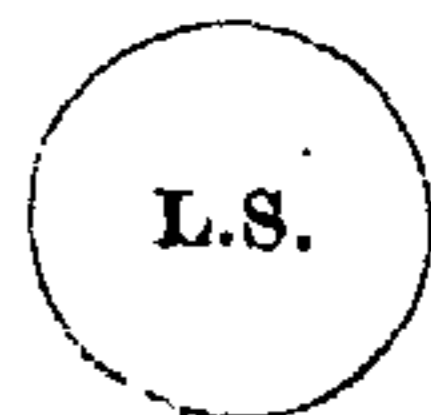
FRED. J. MACAULAY,  
Secretary.



Signed sealed and delivered by Her Majesty's Principal Secretary of State for the War Department in the presence of

ARTHUR HENNIKER  
Captain  
Coldm. Gds.  
War Office.

EDWARD STANHOPE.



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