



CHAPTER ci.

An Act to empower the Great Western Railway Company to construct railways and other works in connection with their undertaking and to acquire lands to authorise financial arrangements with respect to certain works and facilities to be provided by the said Company under an agreement with the Treasury to abandon certain railways to raise additional capital and for other purposes. [31st July 1936.]

A.D. 1936.

WHEREAS it is expedient that the Great Western Railway Company (in this Act referred to as "the Company") should be empowered as by this Act provided to construct the railways and the other works and to exercise the powers by this Act authorised and to acquire for the purposes of this Act and for the general purposes of their undertaking and works connected therewith the lands in this Act described or referred to and that the construction of a connecting railway already completed which is described in this Act should be sanctioned and confirmed:

And whereas with a view to providing increased facilities for railway transport of passengers and merchandise by means of the electrification of railway lines the provision of new equipment and the improvement of railway works an agreement was on the thirtieth day of November one thousand nine hundred and thirty-five entered into between the Treasury of the first part

A.D. 1936. the Company of the second part the London Midland
— and Scottish Railway Company of the third part the
London and North Eastern Railway Company of the
fourth part and the Southern Railway Company of the
fifth part (all of which parties of the second third fourth
and fifth parts are in this Act referred to as "the rail-
way companies") and such agreement is set forth in
the First Schedule to this Act and is hereinafter referred
to as "the scheduled agreement":

And whereas with a view to facilitating the raising
of the capital sums necessary for the provision of such
facilities as aforesaid it is proposed by the scheduled
agreement that subject to the sanction of Parliament
the Treasury should cause a finance company to be
formed with the object of raising money and lending the
same to the railway companies and should guarantee
securities to be issued by such finance company both
as to principal and interest in accordance with the
terms of an agreement to be entered into between the
Treasury and such finance company:

And whereas such facilities as aforesaid so far as
the same are to be provided by the Company include
certain works and facilities which the Company are
already authorised to provide and certain other works
and facilities not so authorised which are included
among those for which the Company are by this Act
seeking the sanction of Parliament:

And whereas it is expedient that the powers of this
Act with respect to the borrowing of money and the
raising of additional capital by the Company for the
purposes of or in connection with the scheduled agree-
ment and other the purposes of this Act should be
conferred upon the Company:

And whereas plans and sections showing the lines
and levels of the railways and other works by this Act
authorised and plans showing the lands by this Act
authorised to be acquired compulsorily and also books
of reference containing the names of the owners and
lessees or reputed owners and lessees and of the occu-
piers of those lands were duly deposited with the clerks
to the county councils of the several administrative
counties and town clerks to the county boroughs res-
pectively within which such railways and other works

will be constructed and such lands are situated and are hereinafter respectively referred to as the deposited plans sections and books of reference : A.D. 1936. —

And whereas it is expedient that the powers conferred on the Company by the *Great Western Railway Act 1913* for the compulsory purchase of lands for the purposes of or in connection with Deviation and Widening (No. 2) authorised by that Act should be revived and extended : 3 & 4 Geo. 5. c. lvi.

And whereas it is expedient that the Company should be authorised to abandon and discontinue the maintenance and use or the construction of certain railways in this Act mentioned :

And whereas it is expedient that the Company should be authorised to apply their funds to the purposes of this Act :

And whereas it is expedient that some of the provisions of the existing Acts of the Company should be amended or repealed and that the other powers in this Act mentioned should be conferred :

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

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

1. This Act may be cited for all purposes as the *Great Western Railway (Additional Powers) Act 1936*. Short title.

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

The Lands Clauses Acts :

Provided that—

- (1) any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed

A.D. 1936.

upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

8 & 9 Vict.
c. 18.

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

Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator; and

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

8 & 9 Vict.
c. 20.

The Railways Clauses Consolidation Act 1845:

Part I (relating to the construction of a railway) and Part II (relating to extension of time) of the Railways Clauses Act 1863:

26 & 27 Vict.
c. 92.8 & 9 Vict.
c. 16.

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

The distribution of the capital of the Company into shares;

The transfer or transmission of shares;

The payment of subscriptions and the means of enforcing the payment of calls;

The forfeiture of shares for non-payment of calls;

The remedies of creditors of the Company against the shareholders; A.D. 1936.

The borrowing of money;

The conversion of the borrowed money into capital;

The consolidation of shares into stock; and

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

Part I (relating to cancellation and surrender of shares) Part II (relating to additional capital) and Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts. 26 & 27 Vict. c. 118.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partially incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction and all distances and lengths stated in any description of works or lands shall be read and have effect as if the words "or thereabouts" were inserted after each such distance or length And— Interpretation.

"the Company" means the Great Western Railway Company;

"the scheduled agreement" means the agreement of the thirtieth day of November one thousand nine hundred and thirty-five made between the Treasury of the first part the Company of the second part the London Midland and Scottish Railway Company of the third part the London and North Eastern Railway Company of the fourth part and the Southern Railway Company of the fifth part as set forth in the First Schedule to this Act;

"the railway companies" means the parties of the second third fourth and fifth parts to the scheduled agreement;

"the finance corporation" means the finance company to be formed pursuant to the provisions of the scheduled agreement;

A.D. 1936. — “the scheme contained in the First Schedule to the scheduled agreement” means as respects the Company the several works and facilities set forth in Part I of that schedule with such amendments (if any) as shall be deemed to be made therein in pursuance of clause 1 thereof;
“the railways” means the new railways by this Act authorised;
“Order” and “Scheme” respectively mean any Order made under the Light Railways Acts 1896 and 1912 as amended by the Railways Act 1921 and any Scheme under the Railways Act 1921 or any other Order or Scheme having the force of an Act of Parliament.

59 & 60 Vict.
c. 48.
2 & 3 Geo. 5.
c. 19.
11 & 12
Geo. 5. c. 55.

Protection
of gas and
water
mains of
local autho-
rities.

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

Power to
Company
to make
new rail-
ways and
works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections relating thereto the railways and swingbridge hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company The railways and swingbridge hereinbefore referred to and authorised by this Act are—

A railway (No. 1) 8 miles 6 furlongs and 1 chain in length wholly in the county of Devon commencing in the parish of Kingsteignton in the rural district of Newton Abbot by a junction

with the Company's South Devon railway at A.D. 1936.
or near the bridge carrying that railway over —
the channel known as the Hackney Channel
leading to the Hackney Canal and terminating
in the urban district of Dawlish by a junction
with the said railway at a point 62 chains
north of Dawlish Warren station;

A railway (No. 2) 6 miles 7 furlongs and 7 chains
in length wholly in the county of Cornwall
commencing in the parish of St. Germans in
the rural district of St. Germans by a junction
with the Company's Cornwall railway at a point
1 mile 24 chains west of St. Germans station
and terminating in the urban district of Looe
in the field or enclosure numbered 42 on the
25-inch Ordnance map (edition 1907 sheet
LIH.2) of that urban district;

A swingbridge wholly in the city and county borough
of Oxford over the river Sheepwash in substi-
tution for the existing swingbridge carrying the
London Midland and Scottish Railway Com-
pany's Oxford and Bletchley junction railway
over that river.

6. For the purposes of tolls fares rates and charges Rates and
and for all other purposes the railways shall form part charges.
of the undertaking of the Company.

7. In making the railways swingbridge and works Power to
in connection therewith by this Act authorised the deviate.
Company may deviate laterally to any extent not ex-
ceeding the limits of deviation shown on the deposited
plans and vertically from the levels shown on the
deposited sections to any extent not exceeding ten feet
upwards and ten feet downwards or to such further
extent as they may find necessary or convenient and as
may be sanctioned by the Minister of Transport :

Provided that no deviation either lateral or verti-
cal below high-water mark shall be made without the
consent in writing of the Board of Trade.

8. In altering for the purposes of this Act the Inclination
roads next hereinafter mentioned the Company may of roads.
make the same of any inclinations not steeper than

[Ch. ci.] *Great Western Railway* [26 GEO. 5. &
(*Additional Powers*) Act, 1936. 1 EDW. 8.]

A.D. 1936. the inclinations hereinafter mentioned in connection therewith (that is to say):—

No. on deposited plans.	Area.	Description of road and bridge.	Intended inclination.
RAILWAY No. 1.			
100	Urban district of Dawlish.	Public	1 in 23·7 on the southern side and 1 in 30 on the northern side.
132			1 in 8 on the south - eastern side.
RAILWAY No. 2.			
94	Parish of St. Martin	Public	1 in 5 on the northern side.
27	Urban district of Looe.	Public overbridge.	1 in 12 on both sides.
27		Public under-bridge.	1 in 3·5 on both sides.

Height and span of bridges.

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

No. on deposited plans.	Area.	Description of road.	Span.	Height.
RAILWAY No. 1.				
34	Urban district of Teignmouth.		25 feet	16 feet 6 inches.
20			25 feet	14 feet 6 inches.
48	Urban district of Dawlish.	Public	40 feet	16 feet 6 inches.
67			25 feet	14 feet 6 inches.
100			25 feet	14 feet.
132			25 feet	14 feet.
150			40 feet	16 feet 6 inches.

No. on deposited plans.	Area.	Description of road.	Span.	Height.	A.D. 1936.
RAILWAY No. 2.					
94	Parish of St. Martin.	Public	20 feet	16 feet.	
27	Urban district of Looe.	Public	12 feet	14 feet.	

10. The Company may make the roadway over the bridges by which the following roads will be carried over the railways hereinafter mentioned of such width between the fences thereof as the Company think fit not being less than the respective widths hereinafter mentioned in connection therewith (that is to say):—

No. on deposited plans.	Area.	Description of roadway.	Width of roadway.
RAILWAY No. 1.			
12	Parish of Kingsteignton.	Public	16 feet.
99	Urban district of Dawlish.		25 feet.
RAILWAY No. 2.			
27	Urban district of Looe	Public	12 feet.

11. The Company may stop up the road numbered on the deposited plans of Railway No. 1 by this Act authorised 42 in the urban district of Teignmouth in the county of Devon in the manner shown thereon or as otherwise provided by this Act and in lieu thereof may construct the new road shown on the said deposited plans and subject to the provisions of this Act may stop up and cause to be discontinued as a road so much of the existing road as will be rendered unnecessary by such new road.

12. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over

A.D. 1936. the railways by a bridge or bridges or the immediate approaches thereto except so far as the level of such road or highway or approaches is permanently altered so as to increase the gradient thereof :

—
level of
which is
not per-
manently
altered.

Provided that nothing in this section shall relieve the Company from any liability which they were under immediately prior to the passing of this Act for the maintenance of the surface of any such road highway or approach.

For protec-
tion of
Dawlish
Urban
District
Council.

13. The following provisions for the protection and benefit of the urban district council of Dawlish (in this section referred to as "the council") shall notwithstanding anything in this Act contained or shown on the deposited plans and sections apply and have effect with reference to the exercise of the powers of this Act unless otherwise agreed in writing between the Company and the council (that is to say) :—

(1) Railway No. 1 by this Act authorised between points distant 5 miles 69 chains and 5 miles 75 chains from its commencement shall be carried by means of a viaduct and such viaduct shall be constructed (except the inner sides of the arches thereof) of red sandstone or other natural or synthetic stone or material of similar colour and shall be of such a character and design as to preserve so far as is possible the amenities of the neighbourhood and shall be constructed in accordance with plans sections designs specifications and particulars to be previously submitted to and reasonably approved by the council The inner sides of the said arches shall be constructed of red bricks or other material in harmony with the colour of the other portions of such viaduct :

(2) (a) The Company shall not in any way interfere with the road numbered on the deposited plans 99 in the urban district of Dawlish until they have obtained such authority as may be necessary for the diversion of that road in the line and situation shown on a plan which has been signed in duplicate by Raymond Carpmael on behalf of the Company and by Gordon Hugh McMurtrie on behalf of the council ;

(b) Upon such authority being obtained the A.D. 1936.
Company shall construct a new road in the
manner shown on the said plan and the same
shall be carried over Railway No. 1 by this
Act authorised by means of a bridge having
a clear width between the parapets of not less
than 25 feet measured at right angles to the
centre line of the road;

(c) The gradient of the approach to such
bridge on the south-eastern side shall not
exceed 1 in 28·17 and the gradient of the
approach to the said bridge on the north-
western side shall not exceed 1 in 25·2 :

- (3) Subsections (1) and (2) of the section of this
Act of which the marginal note is "Stopping
" up roads and footpaths in case of diversion
" or making new road or footpath " shall not
apply to the new road referred to in subsec-
tion (2) of this section and subsection (3) of
the said first-mentioned section shall be read
and have effect as if the decision by arbitra-
tion of any question between the council and
the Company under subsection (4) of this
section were referred to therein instead of
" the said certificate " :
- (4) The stopping up of the road referred to in
subsection (2) of this section shall not take
place until the new road therein mentioned
has been constructed of a width of 25 feet and
is completed to the reasonable satisfaction of
the council and is open for public use or in
case of difference between the Company and
the council until it has been determined by
arbitration that the construction of the said
new road has been satisfactorily completed
and is open for public use :
- (5) In the construction of the said Railway No. 1
so far as it will interfere with the road numbered
on the deposited plans 123 in the urban district
of Dawlish and any continuation of that road
which may hereafter be constructed the Com-
pany shall carry the said road or continuation
thereof over the said railway by means of a
bridge having a width of 20 feet :

A.D. 1936.

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- (6) The Company shall construct in tunnel so much of the said Railway No. 1 as would otherwise interfere with the road numbered on the deposited plans 133 in the urban district of Dawlish and shall not in any way temporarily or permanently obstruct or interfere with any part of the said road :
- (7) In the construction of the said Railway No. 1 between points distant 8 miles and 8 miles $1\frac{1}{2}$ furlongs and between points distant 8 miles $2\frac{1}{4}$ furlongs and 8 miles 5 furlongs from its commencement the Company shall not construct any permanent works within 20 feet of the eastern boundary of the road from Dawlish Warren to Cofton except so far as such works may be essential for the support of the embankment upon which the said railway is to be constructed :
- (8) The widths of bridges and roadways in the urban district of Dawlish referred to in subsection (5) of this section and in the sections of this Act of which the marginal notes are "Height and span of bridges" and "Width of certain roadways" shall be measured at right angles to the centre line of the road and all bridges to be constructed in the urban district of Dawlish in pursuance of the provisions of the section of this Act of which the marginal note is "Height and span of bridges" shall have a clear headway throughout equal to that prescribed in the said subsection and sections :
- (9) Before commencing the construction of the new road referred to in subsection (2) of this section or the bridge referred to in subsection (5) of this section or the bridges in the urban district of Dawlish referred to in the sections of this Act of which the marginal notes are "Height and span of bridges" and "Width of certain roadways" or the construction of so much of the works by this Act authorised as will interfere with any other road or footpath vested in the council the Company shall submit to the council for their reasonable approval plans and sections thereof showing in the case of each

of the said bridges the method of construction and in the case of any such road or footpath any alteration thereof which the Company may propose : A.D. 1936.
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- (10) If the council shall not within twenty-eight days after the submission to them of any plans and sections under the provisions of this section signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved the same :
- (11) The Company shall not construct any works in respect of which they are required by this section to submit plans and sections to the council for their reasonable approval otherwise than in accordance with such plans and sections as may be so approved by the council or if such approval be refused as may be settled by arbitration and all such works shall be constructed to the reasonable satisfaction of the council :
- (12) The Company shall not alter disturb or in any way interfere with any sewer drain stream watercourse water main property or work of the council or under their control or repairable by them or the access to any such sewer drain or water main without the consent of the council which may be given subject to such reasonable terms and conditions as the council may require but shall not be unreasonably withheld and any alteration deviation replacement or reconstruction of any such sewer drain water main or other property or work that may be reasonably necessary shall be made by the council or the Company (as the council may think fit) and any costs or expenses reasonably incurred by the council in so doing shall be repaid by the council to the Company Any works so made by the Company shall be carried out under the supervision (if given) of the council :
- (13) Any difference which may arise under subsection (1) of this section between the Company and the council shall be referred to and determined by an architect to be appointed (failing

A.D. 1936.
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agreement) by the President of the Royal Institute of British Architects and any other difference which may arise under this section between the Company and the council shall be referred to and determined by a single arbitrator to be appointed (failing agreement) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to such reference and determination.

For protec-
tion of
Teignmouth
Urban
District
Council.

14. The following provisions for the protection and benefit of the urban district council of Teignmouth (in this section referred to as "the council") shall notwithstanding anything in this Act contained or shown on the deposited plans and sections apply and have effect with reference to the exercise of the powers of this Act unless otherwise agreed in writing between the Company and the council (that is to say):—

(1) (a) If the construction maintenance or use of Railway No. 1 by this Act authorised or any works and conveniences connected therewith shall cause any diminution of the supply of water derived by the council from their well and borehole in the urban district of Teignmouth known as the Mylor Well (in this subsection referred to as "the well") the Company shall make compensation to the council for any loss or expense resulting from such diminution;

(b) The council shall afford the officers servants and other representatives of the Company at all reasonable times after the passing of this Act access to the well for the purpose of ascertaining particulars thereof and the levels of the water therein;

(c) When the Company have ascertained any such particulars and levels they may send a memorandum thereof by post in a registered letter addressed with a sufficient direction to the council and if the council shall not within one month after such letter has been so sent give notice in writing to the Company that they do not accept such particulars and levels as correct they shall be deemed to have agreed that they are correct:

- (2) In the construction of Railway No. 1 by this Act A.D. 1936.
authorised—

(a) under the reservoir of the council numbered on the deposited plans 70 in the urban district of Teignmouth and for a distance of one hundred yards measured in a north-easterly and south-westerly direction along the line of the proposed tunnel from points immediately below the boundaries of that reservoir; and

(b) through the tunnel shown on the deposited sections under the enclosures numbered on the deposited plans 9 10 11 12 14 15 and 16 in the urban district of Teignmouth and 83 in the parish of Bishopsteignton;

the Company shall not use blasting charges of a greater force or intensity than the equivalent of a charge of gelignite of one and one-half pounds in weight per cubic yard of material excavated :

- (3) In the construction of the said Railway No. 1 so far as it will interfere with the road numbered on the deposited plans 34 in the urban district of Teignmouth the Company shall carry the same over the said road by means of a bridge having a clear width (measured at right angles to the centre line of the road) of twenty-five feet and a headway throughout of not less than sixteen feet six inches :

- (4) Subsections (1) and (2) of the section of this Act of which the marginal note is "Stopping up roads and footpaths in case of diversion or making of new road or footpath" shall not apply to the new road referred to in the section of this Act of which the marginal note is "Power to stop up road as shown on deposited plans and construct new road" and subsection (3) of the said first-mentioned section shall be read and have effect as if the decision by arbitration of any question between the council and the Company under subsection (5) of this section were referred to therein instead of "the said certificate" :

A.D. 1936.
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(5) The stopping up of the road referred to in the section of this Act of which the marginal note is "Power to stop up road as shown on deposited plans and construct new road" shall not take place until the new road therein mentioned has been constructed of a width of twenty-five feet and is completed to the satisfaction of the council and is open for public use or in case of difference between the Company and the council until it has been determined by arbitration that the construction of the said new road has been satisfactorily completed and is open for public use:

(6) (a) Before acquiring any land for the purpose of the construction of the new road referred to in subsection (5) of this section the Company shall give notice to the council and within two months from the date of such notice the council may by notice require the Company to acquire such additional land as the council may reasonably direct to permit of the ultimate widening of the said road to such width as the council may determine not exceeding forty feet;

(b) If after the service of a notice under paragraph (a) of this subsection the Company do not acquire the land therein referred to within two years of the date of service the notice together with any notice which may have been served by the council under that paragraph shall be void and of no effect but without prejudice to the obligation of the Company to serve a further notice under that paragraph before acquiring any of the said land;

(c) On such notice being given the Company shall acquire the said additional land and such land shall thereupon be sold by the Company to the council at such price as may be proportionate to the price paid and the costs of acquisition incurred by the Company for so much of the enclosures numbered on the deposited plans 30 31 and 32 in the urban district of Teignmouth as may be acquired by the Company;

(d) Until such time as the land so conveyed to the council is dedicated as part of the said road the Company shall have reasonable rights of access over such land to any property belonging to them : A.D. 1936.
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(7) In the construction of the said Railway No. 1 through the enclosure numbered on the deposited plans 42 in the urban district of Teignmouth the Company shall at their own expense to the reasonable satisfaction of the council and in such position and at such level as the council may reasonably prescribe construct a four-foot culvert of such shape as may be agreed between the parties or in the event of difference determined by arbitration which shall at all times thereafter be available for the existing water mains of the council and any additional mains which the council may require to construct and lay :

(8) (a) Before constructing any works which will affect or interfere with the existing nine-inch water main of the council in the enclosures numbered on the deposited plans 8 and 9 in the parish of Bishopsteignton the Company shall make temporary provision for the continued user of such main during the construction of the works authorised by this Act to the reasonable satisfaction of the council ;

(b) In the construction of the said Railway No. 1 the Company shall provide a bridge across the railway in such position as may be approved by the council to carry a twelve-inch water main to be substituted for the water main referred to in paragraph (a) of this subsection and after the completion of such bridge the council shall pay to the Company the difference between the cost of construction and the cost which would have been incurred if the bridge had been designed to carry a nine-inch water main :

(9) Before commencing the construction of the bridge or the new road referred to in subsections (3) and (5) of this section or the culvert and

A.D. 1936.
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bridge referred to in subsections (7) and (8) of this section or the bridge in the urban district of Teignmouth referred to in the section of this Act of which the marginal note is "Height and span of bridges" or the construction of so much of the works by this Act authorised as will interfere with any road or footpath vested in the council the Company shall submit to the council for their reasonable approval plans sections and specifications thereof showing in the case of each of the said bridges road and culvert the method of construction and in the case of any such road or footpath any alteration thereof which the Company may propose :

- (10) If the council shall not within twenty-eight days after the submission to them of any plans sections and specifications under the provisions of this section signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved the same :
- (11) The Company shall not construct any works in respect of which they are required by this section to submit plans sections and specifications to the council for their reasonable approval otherwise than in accordance with such plans sections and specifications as may be so approved by the council or if such approval be refused as may be settled by arbitration and all such works shall be constructed to the reasonable satisfaction of the council :
- (12) The Company shall not alter disturb or in any way interfere with any sewer drain stream watercourse water main footpath property or work of the council or under their control or repairable by them or the access to any such sewer drain or water main without the consent of the council which may be given subject to such reasonable terms and conditions as the council may require but shall not be unreasonably withheld and any alteration deviation replacement or reconstruction of any such sewer drain water main footpath or other property or work that may be necessary shall

be made by the council or the Company (as the council think fit) and any costs or expenses reasonably incurred by the council in so doing shall be repaid to the council by the Company. Any works so made by the Company shall be carried out under the supervision (if given) of the council : A.D. 1936.
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- (13) Any dispute which shall arise between the council and the Company under this section shall be referred to and determined by a single arbitrator to be appointed failing agreement upon the application of either party after notice in writing to the other party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference.

15. Subject to the provisions of this Act the Company may make and execute in the lines and according to the levels shown upon the deposited plans and sections relating thereto the bridge and other works and the new roads and footpaths and the alterations and diversions of roads rivers footpaths and other works hereinafter mentioned and may stop up and discontinue the portions of roads and footpaths to be stopped up or diverted and exercise the other powers hereinafter mentioned and may enter upon take and use such of the lands delineated on the deposited plans thereof and described in the deposited books of reference relating thereto as may be required for those purposes or for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company (that is to say) :— Power to Company to make alterations of roads footpaths &c.

In the county of Somerset—

In the parish of Norton Fitzwarren in the rural district of Taunton—

A widening on the northern side of the bridge carrying the Company's Devon and Somerset railway over the road from Allerford to Norton Fitzwarren at a point 63 chains west of Norton Fitzwarren station :

A.D. 1936. In the parish of Bishop's Lydeard in the rural
— district of Taunton—

A lengthening at the north-eastern end of the bridge carrying the road from Bishop's Lydeard to Norton Fitzwarren over the Company's West Somerset railway at a point 2 chains south-east of the post indicating $166\frac{3}{4}$ miles from Paddington station and near Longlands Farm;

A lengthening at the north-eastern end of the bridge carrying the road from Bishop's Lydeard to Norton Fitzwarren over the said railway at a point 7 chains north-west of the post indicating $167\frac{1}{4}$ miles from Paddington station and near Dene Court.

In the county of Devon—

In the parish of Kingsteignton in the rural district of Newton Abbot—

A widening on the south-eastern side of the bridge carrying the Company's South Devon railway over the channel known as the Hackney Channel leading to the Hackney Canal:

In the urban district of Paignton—

A lengthening at the western end of the bridge carrying Roundham Road over the Company's Dartmouth and Torbay railway.

In the city and county borough of Exeter—

A lengthening at both ends of the bridge carrying Cowley Bridge Road over the Company's Bristol and Exeter railway.

In the city and county borough of Plymouth—

A widening on the north-western side of the bridge carrying the Company's South Devon railway over Pennycomequick Hill;

A lengthening at both ends of the bridge carrying the continuation of Sutherland Road over the said railway at a point 4 chains south-west of Mutley station.

In the county of Cornwall—

A.D. 1936.

In the urban district of Newquay—

A widening on both sides of the Trenance Viaduct carrying the Company's Newquay branch railway over the road from Tolcarne to Truro:

In the parishes of Sithney and Crowan in the rural district of Kerrier—

A lengthening at the south-western end of the bridge carrying the road from Hayle to Penryn over the Company's Helston branch railway at or near Nancegollan station.

In the county of Berks—

In the parish of South Hinksey in the rural district of Abingdon—

A lengthening at the south-western end of the bridge carrying Abingdon Road over the Company's Oxford railway near the New Hinksey paper mill.

In the city and county borough of Oxford—

A widening on both sides of the bridge carrying the Company's Oxford and Birmingham railway over the river Sheepwash at or near the northern end of Oxford station.

In the county of Pembroke—

In the parish of Uzmaaston in the rural district of Haverfordwest—

A lengthening at the north-western end of the bridge carrying Narberth Road over the Company's South Wales railway.

In the county of Monmouth—

In the parish of Rogiet in the rural district of Chepstow—

A lengthening at the southern end of the bridge carrying the road leading from Moors to Rogiet over the Company's South Wales railway at or near the western end of Severn Tunnel Junction station.

A.D. 1936. In the county of Bucks—

— In the parish of Iver in the rural district of Eton—

They may stop up and extinguish all rights of way over the bridge (and the approaches thereto) over the Company's main line of railway situate at a point 34 chains west of Iver station and they may thereupon remove the said bridge.

In the county of Dorset—

In the borough of Weymouth and Melcombe Regis—

They may stop up and discontinue the footpath which crosses the Weymouth and Portland railway on the level 3 chains north of Melcombe Regis station between its junction with Radipole Park Drive and a point 1 chain north of the junction of Commercial Road with King Street and in lieu thereof they may construct a new footpath between the said point and a point in Radipole Park Drive 8 chains north of the bridge carrying the said railway over the said drive :

Provided that notwithstanding anything shown on the deposited plans the said new footpath shall be constructed by the Company as nearly as practicable in a straight line between the said points and in continuation of the alignment of King Street.

In the county of Somerset—

In the parish of Norton Fitzwarren in the rural district of Taunton—

They may alter and divert the footpath which adjoins the southern side of the Company's Bristol and Exeter railway between the southern end of the footbridge at Norton Fitzwarren station and a point in that footpath 4 chains west thereof:

In the parish of Oake in the rural district of Wellington—

They may alter and divert the footpath which adjoins the northern side of the Company's Devon and Somerset railway between the bridge carrying that railway over the road to Pontispool Farm and a point 14 chains west thereof:

In the parish of Milverton in the rural district A.D. 1936.
of Wellington—

They may stop up and discontinue so much of the footpath which crosses the Company's Devon and Somerset railway on the level 1 chain east of the bridge carrying Blagroves Road over the said railway as lies between the southern boundary of the Company's property and a point in that footpath $6\frac{1}{2}$ chains east of the said bridge and in lieu thereof they may construct a new footpath between the said point and the said bridge.

In the city and county borough of Exeter—

River Diversion No. 1—

They may alter and divert so much of the river Exe as lies between points 1 chain south and 22 chains north-west of the bridge carrying Station Road over the said river.

In the city and county borough of Exeter and in the parish of Upton Pyne in the rural district of St. Thomas in the county of Devon—

River Diversion No. 2—

They may alter and divert so much of the river Exe as lies between points 17 chains and 33 chains south-east of Exwick Weir.

In the county of Devon—

In the urban district of Paignton—

They may stop up and extinguish all rights of way over the footbridge which passes over the Company's Dartmouth and Torbay railway on the northern side of Torbay Road level crossing and in lieu thereof they may construct a subway under the said railway on the northern side of the said footbridge;

They may stop up and discontinue so much of Sands Road which crosses the said railway on the level as lies between points $1\frac{1}{2}$ chains east and 1 chain west of the said crossing and in lieu thereof they may construct a subway under the said railway on the northern side of the said road;

A.D. 1936.
—

They may stop up and discontinue so much of Tanners Road which crosses the said railway on the level as lies between points 5 chains south-east and 5 chains north-west of the said crossing and in lieu thereof they may construct a new road from Dartmouth Road to a point in Tanners Road 5 chains south-east of the said level crossing and may carry the same over the said railway by means of a bridge.

In the county of Cornwall—

In the parish of St. Martin in the rural district of Liskeard—

They may alter and divert so much of the road leading from Millendreath Beach to Seaton as lies between points 1 chain east and 52 chains west of the junction of that road with the road leading to Morval.

In the county of Oxford—

In the borough of Banbury—

They may alter the levels of so much of the road forming the continuation of Bridge Street as is carried over the Company's Oxford and Birmingham railway and the river Cherwell by means of a bridge at or near the north-western end of Banbury station as lies between points respectively $1\frac{1}{2}$ chains south-west and 1 chain north-east of the south-western end of that bridge;

They may alter and divert so much of the river Cherwell which passes under the said bridge as lies between points respectively 2 chains north-west and 4 chains south-east of the said bridge.

In the county of Warwick—

In the borough of Royal Leamington Spa—

They may stop up and extinguish all rights of way over the footbridge which passes over the Company's Oxford and Birmingham railway and the Rugby and Leamington railway of the London Midland and Scottish Railway Company near the western end of their Leamington Spa

station and in lieu thereof they may construct A.D. 1936.
a new footpath between the northern end of the —
said footbridge and Lower Avenue at or near
the junction of that avenue with Warwick Road
and may carry the same under the said railways
by means of the existing subway near the
eastern end of the said station.

16.—(1) In case of injury to or destruction or decay Provision
of the works by this Act authorised or any part thereof against
so far as the same shall be constructed on under or over danger to
any tidal waters or tidal lands below high-water mark navigation.
of ordinary spring tides the Company shall lay down
such buoys exhibit such lights or take such other means
for preventing so far as may be danger to navigation as
shall from time to time be directed by the Corporation
of Trinity House Deptford Strond and shall apply to
that Corporation for directions as to the means to be
taken.

(2) If the Company fail to comply in any respect
with the provisions of this section they shall be liable
on summary conviction to a penalty not exceeding ten
pounds and in the case of a continuing offence to an
additional penalty not exceeding one pound for every
day during which they omit after conviction thereof so
to apply or refuse or neglect to obey any direction given
in reference to the means to be taken.

17. Notwithstanding anything contained in this For protec-
Act or shown upon the deposited plans and sections tion of
unless otherwise agreed between the Company and the Somerset
county council of the administrative county of Somerset County
(in this section referred to as "the county council") Council.
the following provisions for the protection of the county
council shall apply and have effect (that is to say):—

- (1) The widening of the bridge carrying the Com-
pany's Devon and Somerset railway over the
road from Allerford to Norton Fitzwarren
numbered on the deposited plans 6 in the
parish of Norton Fitzwarren shall be constructed
with a square span of not less than twenty feet
and so as to provide under the said widening a
headway of not less than twelve feet nine inches
over the whole of the roadway of the said road

A.D. 1936.

—
at its existing level and so as not in any way permanently to encroach upon the existing surface of the said roadway :

- (2) Before breaking up the roadway of the said road the Company shall give to the county council fourteen days' notice in writing of the intention of the Company so to do accompanied by a plan and section showing the manner in which the piers or abutments and foundations of the said widening will affect or interfere with the surface and subsoil of the said roadway and all work to be done by the Company affecting the said roadway and subsoil or the property of the county council therein and the reinstatement of the said roadway shall be done at the cost in all respects of the Company and to the reasonable satisfaction of the county council :
- (3) The Company shall to the reasonable satisfaction of the county council extend or alter any culvert used for the purpose of carrying off water from the railway of the Company under the said road to such extent as may be necessary in consequence of the construction of the said widening :
- (4) The Company shall make and maintain the superstructure of the said widening so as to prevent so far as is practicable the dripping of water therefrom on any part of the said roadway :
- (5) Nothing in this Act shall affect the right of the county council to maintain alter the levels of improve or repair the roadway of the said road in the same manner as if this Act had not been passed :
- (6) The county council shall not be liable to maintain or repair or bear the cost of the maintenance or repair of any part of the new portion of footpath in the parish of Milverton in the rural district of Wellington in the said county numbered on the deposited plans 23 in the parish of Milverton leading from Blagroves Farm to Hillcommon as diverted under the powers of this Act and the Company shall maintain and repair so much

of the new footpath as will be situate upon the A.D. 1936.
embankment of the northern approach to the
bridge carrying Blagroves Road over the said
railway :

- (7) In constructing the lengthenings of the bridges in the parish of Bishop's Lydeard in the rural district of Taunton carrying the road from Bishop's Lydeard to Norton Fitzwarren over the Company's West Somerset railway near Longlands Farm and Dene Court respectively and numbered on the deposited plans 11 and 4 respectively in the parish of Bishop's Lydeard the Company shall make the roadway over each of such bridges with a gradient not greater than 1 in 16 and shall provide a vertical curve over the whole of the structure of each of such bridges :
- (8) Any difference which may arise between the county council and the Company under this section shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

18. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection and benefit of the county council of the administrative county of Devon (in this section referred to as "the county council") shall apply and have effect unless otherwise agreed in writing between the Company and the county council (that is to say) :—

For protec-
tion of
Devon
County
Council.

- (1) The Company shall carry Railway No. 1 authorised by this Act (in this section referred to as "the railway") over the following roads (namely) :—

The Kingsteignton-Teignmouth road num-
bered on the deposited plans 53 in the
parish of Bishopsteignton;

A.D. 1936.

— The Dawlish-Exeter road numbered on
the deposited plans 129 in the urban
district of Dawlish;

by means of bridges each with a square span
of forty feet and a headway of sixteen feet
throughout:

- (2) Before commencing the construction of so
much of the railway as will cross either of
the said roads the Company shall give notice
in writing to the county council of the Company's
intention to construct such parts of the railway
and specifying the road which will be interfered
with:

- (3) (a) Within two months of the receipt of any
such notice as is referred to in subsection (2)
of this section the county council may give
a counter-notice in writing to the Company
of the county council's desire that the bridge
for carrying the railway over the road referred
to in the notice shall be made with the span
and headway mentioned in such counter-notice
and upon the county council giving such a
counter-notice the Company shall construct
the bridge in respect of which the notice is
given with the span and headway mentioned
in the counter-notice;

(b) The county council shall at their own
expense lower the road referred to in any
notice to such an extent as may be necessitated
by compliance with any counter-notice in
order to provide the headway which the Com-
pany are required to give;

(c) The Company may subject to the consent
of the Minister of Transport construct any
of the bridges mentioned in any counter-notice
with a centre pier in the roadway if it is reason-
ably necessary so to do in order to avoid undue
expense in constructing the bridge:

- (4) Upon completion of the works referred to in
any counter-notice given by the county council
under subsection (3) of this section the county
council shall pay to the Company the additional
cost which shall reasonably have been incurred

by the Company in constructing the bridge to which such counter-notice relates in the manner referred to in such counter-notice instead of as a bridge with a span of forty feet and a headway of sixteen feet throughout such span of forty feet : A.D. 1936.

- (5) Any additional expense which the Company may reasonably incur in maintaining and renewing any bridge referred to in subsection (1) of this section owing to its being constructed of a greater span than forty feet shall be a commuted lump sum agreed between the county council and the Company or determined by arbitration as in this section provided and the county council shall pay to the Company the sum so agreed or determined and after payment of such sum to the Company the county council shall not be subject to any further liability in respect of such additional expense :
- (6) The Company shall not purchase any greater amount of land adjacent to the Kingsteignton-Teignmouth road or the Dawlish-Exeter road shown within the limits of deviation on the deposited plans at the points where the railway will cross those roads respectively than shall be required for the construction and support of the railway and the bridges carrying the railway over the said roads respectively :
- (7) The Company at their own expense shall provide and maintain such openings in the embankment supporting the railway adjoining the Kingsteignton-Teignmouth road between points respectively five furlongs and two miles seven furlongs measured in an easterly direction from the commencement of the railway and construct such other works as the county council shall reasonably require for the disposal of surface water from the said road from a point five hundred yards west of the boundary between the parishes of Bishopsteignton and Kingsteignton and the enclosure numbered on the deposited plans 59 in the parish of Bishopsteignton :

A.D. 1936.
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- (8) (a) The Company shall not take any part of so much of the Kingsteignton-Teignmouth road as is numbered on the deposited plans 34 and 53 in the parish of Bishopsteignton nor any part of so much of Dartmouth Road as is numbered on the deposited plans 21 in the urban district of Paignton;

(b) If the Company purchase any part of the enclosures numbered on the deposited plans 31 33 39 or 41 in the said parish as lies between points respectively fifty feet east and fifty feet west of the intersection of the centre lines of Floor Lane and the said road the Company shall not construct on the lands so purchased any works north of the red line shown on the plan signed by Raymond Carpmael on behalf of the Company and Andrew Warren on behalf of the county council other than foundations below the level of the said road;

(c) If the Company purchase any part of the enclosures numbered on the deposited plans 29 31 32 33 39 41 42 43 44 47 to 52 55 59 and 61 in the said parish situate between the said road and the railway they shall if required by the county council within six months of the completion of the railway (notice of which shall on such completion be given by the Company to the county council) sell to the county council for widening the said road so much of such parts of those enclosures purchased by them as are not required for the purposes of the construction of the railway at such price as may be agreed between the Company and the county council or in default of agreement determined by arbitration under the Lands Clauses Acts:

- (9) The Company shall carry the footpath numbered on the deposited plans 26 in the parish of Bishopsteignton over the railway by means of a footbridge five feet in width and shall thereafter maintain the structure of the footbridge including the floor of the footway in a good and proper condition:

- (10) The Company shall divert the portion of the footpath from Hackney Lane to Teignmouth Road near Ware Farm situated in the enclosure numbered on the deposited plans 15 in the parish of Kingsteignton so as to commence by a junction with Hackney Lane on the northern side of the railway at a point at or about one hundred and twenty yards north of the northern side of the bridge carrying the said lane over the Company's South Devon railway: A.D. 1936. —
- (11) The Company shall carry the railway over the footpath known as Floor Lane by means of a bridge of a span of twelve feet with a headway of at least eight feet:
- (12) The Company shall construct the extension of the existing bridge over Hackney Channel by this Act authorised in accordance with the cross section signed by Raymond Carpmael on behalf of the Company and Andrew Warren on behalf of the county council:
- (13) At the point of junction of Dartmouth Road with any road which may be constructed or altered by the Company under the powers of this Act the Company shall round off the corners formed at the junctions of the said new or altered roads with Dartmouth Road in such manner and in accordance with such plans and sections as shall be reasonably approved by the county council Provided that any widening of the existing road proposed to be widened by the Company on the enclosure numbered on the deposited plans 52 in the urban district of Paignton which may be necessary at the northern corner of the junction of the said road with Dartmouth Road shall be conditional upon the land required for the purpose being conveyed by the county council to the Company without any payment or other consideration therefor:
- (14) If the county council shall not within twenty-eight days after the submission to them of any plans and sections under the provisions of this section signify in writing their approval or

A.D. 1936.
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disapproval thereof to the Company the county council shall be deemed to have approved the same :

- (15) The Company shall not construct any works in respect of which they are required by this section to submit plans and sections to the county council for their reasonable approval otherwise than in accordance with such plans and sections as may be so approved by the county council or if such approval be refused as may be settled by arbitration and all such works shall be constructed to the reasonable satisfaction of the county council :
- (16) The Company shall not alter disturb or in any way interfere with any drain watercourse property or work of the county council or under their control or repairable by them or the access to any such drain watercourse property or work or lay or construct any works over or across any drain watercourse property or work of the county council or under their control or repairable by them without the consent of the county council which may be given subject to such reasonable terms and conditions as the county council may require but shall not be unreasonably withheld and any alteration deviation replacement or reconstruction of any such drain watercourse property or work that may be necessary shall be made by the county council or the Company (as the county council may think fit) and any costs and expenses reasonably incurred by the county council in so doing shall be repaid by the Company to the county council The Company shall from time to time pay to the county council any additional expenses which the county council may incur in repairing maintaining or renewing any drain watercourse property or work in consequence of the works carried out by the Company under the powers of this Act :
- (17) Any difference (other than a difference to be determined in accordance with the provisions of the Lands Clauses Acts) which may arise under this section between the Company and

the county council shall be referred to and A.D. 1936.
determined by an arbitrator to be appointed —
failing agreement on the application of either
party after notice in writing to the other of them
by the President of the Institution of Civil
Engineers and subject as aforesaid the pro-
visions of the Arbitration Act 1889 and the 52 & 53 Viet.
Arbitration Act 1934 shall apply to any such c. 49.
reference and determination. 24 & 25
Geo. 5. c. 14.

19. For the protection of the Luscombe Estate For protec-
Company and their successors in title (in this section tion of
referred to as "the owners") the following provisions Luscombe
shall unless otherwise agreed in writing between the Estate
Company and the owners apply and have effect not- Company.
withstanding anything in this Act contained (that is
to say):—

- (1) Railway No. 1 by this Act authorised between points 5 miles 69 chains and 5 miles 74½ chains from its commencement shall be carried by means of a viaduct and such viaduct together with any bridges constructed by the Company upon or in the neighbourhood of the property of the owners shall be constructed (except the inner sides of the arches thereof) of red sandstone or other natural or synthetic stone or material of similar colour and shall be of such a character and design as to preserve so far as is possible the amenities of the neighbourhood and of the estate of the owners and shall be constructed in accordance with plans sections designs specifications and particulars to be previously submitted to and reasonably approved by the owners:
- (2) Before completing the construction of so much of Railway No. 1 as is referred to in subsection (1) of this section the Company shall lay down and construct to the reasonable satisfaction of the owners a roadway suitable for cattle under the said viaduct between the north-western and south-eastern portions of the enclosure numbered on the deposited plans 24 in the urban district of Dawlish:

A.D. 1936.
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- (3) (a) At least three months before serving upon the owners notice to treat for the purchase of any lands shown upon the deposited plans or for the acquisition of any right or easement therein or thereover the Company shall submit to the owners for their reasonable approval plans sections specifications and detailed particulars of any alteration of or interference with any occupation roads accommodation roads streams or watercourses situate upon or used or enjoyed in connection with such lands which the Company may consider necessary in connection with the construction of the works by this Act authorised;
- (b) Unless such plans sections specifications and particulars are disapproved by the owners within one month after submission the owners shall be deemed to have approved the same;
- (c) The Company shall not alter or interfere with any such occupation roads accommodation roads streams and watercourses except in accordance with such plans sections specifications and particulars and such reasonable terms and conditions as may be approved and required by the owners or determined by arbitration:
- (4) The Company shall to the reasonable satisfaction of the owners make all such provision as may be necessary for protecting the property of the owners against flooding and the accumulation of water occasioned by the Company's works:
- (5) The Company shall not construct any station depot warehouse or sidings in the enclosure numbered on the deposited plans 24 in the urban district of Dawlish:
- (6) The Company shall not erect or display any advertisements upon any of the lands which they may acquire from the owners under the powers of this Act Provided that nothing in this subsection shall prevent the Company from erecting or displaying advertisements at a station:

- (7) Any difference which may arise under sub-section (1) of this section between the Company and the owners shall be referred to and determined by an architect to be appointed (failing agreement) by the President of the Royal Institute of British Architects and any other difference which may arise under this section between the Company and the owners shall be referred to and determined by a single arbitrator to be appointed (failing agreement) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to such reference and determination. A.D. 1936.

20. The following provisions for the protection of the Teignmouth Harbour Commissioners (hereinafter in this section referred to as "the commissioners") shall unless otherwise agreed in writing between the Company and the commissioners apply and have effect (that is to say):— For protection of Teignmouth Harbour Commissioners.

- (1) The Company shall repay to the commissioners the additional cost (if any) incurred by them in maintaining the Hackney Channel to its present depth by reason of any works constructed by the Company under the powers of this Act below high-water mark and shall so construct their works on the land above high-water mark so as to cause no deposit in the said channel from the said land:
- (2) Any difference arising between the Company and the commissioners with reference to the provisions of this section shall unless otherwise agreed in writing be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 shall apply thereto.

21. For the protection of the Central Electricity Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed

For protection of Central Electricity Board.

A.D. 1936. in writing between the Company and the board apply
— and have effect (that is to say):—

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not take or use any works or apparatus of the board:
- (2) Before commencing any work in connection with Railway No. 1 within one hundred feet of any tower (including the foundations thereof) existing at the passing of this Act forming part of the one hundred and thirty-two thousand volt main transmission line erected by the board between Newton Abbot and Exeter the Company shall give to the board not less than twenty-eight days' previous notice in writing accompanied by a plan and section of the work and if within fourteen days from the receipt of such notice the board notify the Company in writing that the execution of such work will injuriously affect or endanger the said main transmission line the Company shall not commence such work until the board shall have so constructed protective works or if reasonably necessary have so altered and changed the said main transmission line or any part thereof that such injurious affection or endangering shall be avoided and the Company shall pay to the board on demand the costs charges and expenses which the board may reasonably incur in connection with any such construction or any such alteration and change as aforesaid:
- (3) Any difference which shall arise between the board and the Company under this section shall be referred to and determined by a single arbitrator to be agreed upon between the parties or (failing agreement) to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference and determination.

22. For the protection of the Newton Abbot Rural District Council (referred to in this section as "the council") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the council and the Company apply and have effect (that is to say):—

A.D. 1936.

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For protec-
tion of
Newton
Abbot
Rural
District
Council.

- (1) The Company when carrying out the works in the parish of Kingsteignton in the rural district of Newton Abbot authorised by this Act shall not in any way or by any means interfere with the effluent pipe the property of the council which passes through the enclosures numbered on the deposited plans 4 7 and 11 in the parish of Kingsteignton but outside the limits of deviation :
- (2) The Company shall not take or use any lands belonging to the council other than so much of the lands numbered on the deposited plans 11 in the said parish of Kingsteignton as is within the limits of deviation :
- (3) The widening by this Act authorised of the bridge carrying the Company's South Devon railway over the channel known as the Hackney Channel leading to the Hackney Canal shall be so constructed as to accommodate the foot-path numbered on the deposited plans 4 in the said parish of Kingsteignton :
- (4) The Company shall in constructing the said widening allow the collective width of the waterway of the said Hackney Channel to be thirty feet whereof twenty feet shall be over the northern side of the said Hackney Channel and ten feet shall be formed as a sub-conduit under the footpath to be provided by the Company for Lord Clifford over the southern side of the said channel The bed or invert of the said sub-conduit shall be at the same level as that of the said Hackney Channel:
- (5) As soon as the Company shall have constructed and opened for public use the bridge over the said railway to carry the existing footpath from the Teignmouth main road to the river Teign numbered on the deposited plans 26 in

the parish of Bishopsteignton the council shall so long as the Company shall maintain the structure of the said footbridge including the flooring of the footway in a good and proper condition carry out any necessary scavaging and cleansing :

- (6) In connection with the diversion of the northern portion of Floor Lane numbered on the deposited plans 39 in the parish of Bishopsteignton the Company shall for the use of the council as the owners of the sewage disposal works at Bishopsteignton construct an approach road of not less than 12 feet in width commencing by a junction with the diverted portion of Floor Lane on the southern side of the arch to carry the said railway thereover and terminating at the said sewage disposal works. The said road shall be constructed in such position and manner as shall be reasonably approved by the council and shall thereafter be maintained by the council:
- (7) The Company shall construct a culvert of three feet diameter under the limits of the embankment of the said railway in the enclosure numbered on the deposited plans 47 in the parish of Bishopsteignton for the purpose of protecting the twelve-inch sewer the property of the council and the Company shall construct a manhole on the said sewer at the northern extremity of the said intended culvert the aforementioned works to be constructed to the reasonable approval of the council:
- (8) Any difference arising between the council and the Company respecting any of the matters referred to in this section shall be referred to and determined by a single arbitrator to be appointed (failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 or any statutory re-enactment or modification thereof shall apply to any such reference and determination.

23. The following provisions for the protection and benefit of the urban district council of Paignton (in this section referred to as "the council") in relation to the urban district of Paignton (in this section referred to as "the district") shall notwithstanding anything in this Act contained or shown on the deposited plans and sections apply and have effect with reference to the exercise of the powers of this Act unless otherwise agreed in writing between the Company and the council (that is to say):—

A.D. 1936.

—
For protec-
tion of
Paignton
Urban
District
Council.

- (1) (a) The council may construct a new road of such width as they may determine from Dartmouth Road at or near its junction with Curledge Street and Grosvenor Road to Sands Road at or near its junction with Saint Andrew's Road and Stafford Road together with a bridge to carry the said road over the Company's Dartmouth and Torbay railway and over the portion of the enclosure numbered on the deposited plans 50 in the district which is coloured red upon the plan signed in duplicate by Raymond Carpmael on behalf of the Company and by John Hartley on behalf of the council which plan is in this section referred to as "the signed plan" The said bridge shall be constructed on the line shown on the signed plan between the points marked A and B thereon and with a headway of fifteen feet from the upper surface of the highest rails to the underside of the said bridge and with two supporting piers extending to the full width of the said bridge so as to provide spans of approximately equal length and shall be constructed to the reasonable satisfaction of the Company's engineer and in accordance with plans and sections to be previously submitted to and reasonably approved by him and the said bridge shall be maintained and from time to time renewed by the council at their own expense to the like satisfaction The said bridge where situate between the said points marked A and B on the signed plan is in this subsection referred to as "the new bridge";

A.D. 1936.
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(b) The Company shall sell and convey to the council such of the lands for the time being belonging to the Company as may be required by the council for the construction of the western approach to the new bridge;

(c) The council shall be entitled to purchase from the Company and acquire an easement or right of constructing the new bridge over and across the railway and land situate between the said points marked A and B without being required to purchase the land upon which the new bridge or supporting piers may be constructed or any buildings or premises thereon upon such terms as may be agreed between the council and the Company or in case of difference determined by arbitration but subject thereto the council shall not be entitled to purchase or acquire any interest in over or across the said railway or land;

(d) Failing agreement between the council and the Company as to the price or consideration to be paid for the land rights and easements referred to in paragraphs (b) and (c) of this subsection the same shall be determined under and in pursuance of the provisions of the Lands Clauses Acts except the Acquisition of Land (Assessment of Compensation) Act 1919;

(e) The Company shall not under the powers of this Act stop up or discontinue the portion of Sands Road which crosses their railway on the level except in accordance with the provisions of this subsection;

(f) If on the expiration of a period of eighteen months from the passing of this Act the council have not entered into a contract for the construction of the new bridge the following provisions shall have effect (that is to say):—

(i) The Company shall construct the following works (viz.):—

A subway of a width of ten feet and a headway of eight feet under the Company's railway at Sands Road

9 & 10
Geo. 5. c. 57.

in the manner shown on the deposited plans with all the necessary works and conveniences in connection therewith; A.D. 1936.

The widening of Whitstone Road from Sands Road to Roundham Road to a width of thirty feet;

The widening of Roundham Road from its junction with Whitstone Road to its junction with Dartmouth Road to a width of thirty feet;

The reconstruction and widening of the bridge to carry Roundham Road over the Company's railway so as to have a width of thirty feet and a footpath five feet wide on the south side thereof:

Provided that the council shall within six months from the expiration of the said period of eighteen months make available at the cost of the council so much of the land required for widening Whitstone Road as is not included within the limits of land to be purchased on the deposited plans;

(ii) Upon the completion and opening for traffic of the said subway and the widenings referred to in subdivision (i) of this paragraph the Company shall be at liberty to close the said level crossing at Sands Road;

(iii) All the works referred to in subdivision (i) of this paragraph shall be completed with all reasonable dispatch and not later than a period of five years from the passing of this Act;

(iv) Upon the council making available for use by the Company the land referred to in the proviso to subdivision (i) of this paragraph the Company shall pay to the council the sum of one thousand pounds;

(g) If at the expiration of the said period of eighteen months the council have entered into a contract for the construction of the new

A.D. 1936.
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bridge the following provisions shall have effect
(that is to say):—

(i) The council shall complete with all reasonable dispatch the construction of the new bridge;

(ii) Within seven days after the expiration of the said period of eighteen months the council may give notice in writing to the Company requiring the Company to erect a footbridge at Sands Road level crossing such footbridge to have a headway of sixteen feet from the upper surface of the rails to the underside of the bridge and to be carried across the Company's railway and land between the points marked C and D on the signed plan and subject thereto to be of such dimensions of such materials and design and in such position as the council require and on the receipt of such notice the Company shall forthwith erect the footbridge accordingly;

(iii) The Company shall maintain the footbridge and the cost incurred by them in constructing and maintaining the same shall be repaid to them by the council;

(iv) On the completion and opening for traffic of the footbridge or after seven days from the expiration of the said period of eighteen months if no notice is given by the council under subdivision (ii) of this paragraph the Company shall be at liberty to close the Sands Road level crossing;

(v) On the making by the surveyor of the council of a certificate that the new bridge has been completed the Company shall pay to the council—

First the sum of one thousand pounds; and

Secondly such sum as may be agreed or determined by arbitration to be the sum which the Company

would have expended (a) in construct- A.D. 1936.
ing a subway of a width of ten feet —
and a headway of eight feet under
the Company's railway at Sands Road
in the manner shown on the deposited
plans with all necessary works and
conveniences in connection therewith
(b) in widening Whitstone Road from
Sands Road to Roundham Road to a
width of thirty feet (c) in widening
Roundham Road from its junction
with Whitstone Road to its junction
with Dartmouth Road to a width
of thirty feet (d) in reconstructing
and widening the bridge to carry
Roundham Road over the Company's
railway so as to have a width of
thirty feet and a footpath five feet
wide on the south side thereof and
(e) in acquiring any lands required
for the purposes mentioned in this
paragraph Provided that in ascer-
taining for the purposes of this
paragraph the expense which the
Company would have incurred in
widening Whitstone Road it shall be
assumed that the council would have
conveyed to the Company free of all
cost so much of the land required
for widening Whitstone Road as is not
included within the limits of land
to be purchased as shown on the
deposited plans;

(vi) The Company shall be at liberty
to remove the footbridge upon the
completion of the new bridge or at the
expiration of five years from the passing
of this Act whichever first occurs and
the council shall repay to the Company
the reasonable cost of removing the
footbridge and restoring the site thereof
less an amount equal to the value
of the materials of which the footbridge
is constructed Provided that if the value
of the materials of which the footbridge

A.D. 1936.
—

is constructed exceeds the reasonable cost of the removal of the footbridge and restoring the site thereof the Company shall pay such excess to the council :

- (2) (a) Immediately before commencing the construction of any works of improvement at Paignton station the Company shall give notice in writing to the council of their intention to commence such improvements;

(b) Within three months after the receipt of the notice referred to in paragraph (a) of this subsection the council may give notice in writing to the Company of their desire that notwithstanding anything contained in this Act the bridge to carry Roundham Road over the Company's railway shall in case paragraph (f) of subsection (1) of this section comes into operation be made of such width in excess of thirty feet as may be specified in the notice or in case the said paragraph (f) does not come into operation that the said bridge shall be widened to such extent as may be specified in the notice and thereupon the Company shall comply with such requirement;

(c) Upon the completion of the construction of the works referred to in any notice given by the council under paragraph (b) of this subsection the council shall pay to the Company the additional cost which shall reasonably have been incurred by them in constructing the said bridge of greater width or in widening the said bridge together with a capital sum representing such proportion of the cost of maintaining the structure of the bridge as may be agreed or determined by arbitration to be attributable to the additional width of such bridge :

- (3) The Company if and when required shall sell to the council any land for the time being belonging to the Company and not required by them for railway purposes which the council may require for the widening and improvement of Roundham Road and Whitstone Road at such price as may

be agreed or as in default of agreement may be determined under and in accordance with the provisions of the Lands Clauses Acts except as aforesaid : A.D. 1936.
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- (4) (a) The new road authorised by the section of this Act of which the marginal note is "Power to Company to make alterations of roads "footpaths &c." in substitution for Tanners Road and the bridge to carry the same over the Dartmouth and Torbay railway shall each be constructed with a clear width of thirty-six feet measured at right angles to the centre line of the said road and bridge (comprising a carriageway twenty-four feet in width and two footways each six feet in width) and no part of Tanners Road shall be interfered with more than may be reasonably necessary for the construction of the Company's works and no part of the said road shall be stopped up until the said new road and bridge have been constructed and completed to the satisfaction of the council and are open for public use or in case of difference between the Company and the council until it has been determined by arbitration that the construction of the said new road and bridge has been satisfactorily completed and that the same are open for public use;

(b) Upon the completion and opening for public use of the new road and bridge in accordance with paragraph (a) of this subsection the council shall take over from the Company the obligation of maintaining the whole of the said new road and footpaths including the portion thereof situate on the said bridge and on the approaches thereto :

- (5) If the new road and bridge referred to in subsection (4) of this section are not completed before the first day of January one thousand nine hundred and forty-one the powers of this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease :

A.D. 1936.

(6) If the Company shall exercise in the district any of the powers conferred upon them by this Act the following provisions shall have effect (that is to say):—

(a) The Company within four years from the date of the passing of this Act shall complete the construction of the subway authorised by the section of this Act of which the marginal note is "Power to Company to make alterations of roads footpaths &c." in substitution for the footbridge which passes over their Dartmouth and Torbay railway on the northern side of the Torbay Road level crossing and the said subway and the approaches thereto shall have a clear width of eight feet and a headway throughout of not less than eight feet;

(b) Within four years from the passing of this Act the Company shall provide to the reasonable satisfaction of and in such position as the council may reasonably approve (and without encroaching upon the width of Torbay Road now available for traffic) footpaths not less than six feet in width on the northern and southern sides of the Torbay Road level crossing with suitable and convenient wicket gates of the like width at each end of the said footpaths;

(c) At least three months before commencing the construction of the subway referred to in paragraph (a) of this subsection the Company shall give notice in writing to the council of their intention to proceed with the construction of the same and within two months after the receipt of such notice the council may require that the approaches thereto on both sides shall be by means of inclines instead of steps. The Company shall comply with any such requirement and the council shall bear and pay any additional expense which the Company may reasonably incur in the provision of such inclines instead of steps subject to the council acquiring and

placing the Company in possession of any lands or easements which may be reasonably necessary therefor other than such lands as may be the property of the Company; A.D. 1936.

(d) In the provision of the said subway the Company shall provide proper and suitable pumps and apparatus for the drainage of the same and shall at all times thereafter maintain the structure of the subway and the surface of the footpaths referred to in paragraph (b) of this subsection. The council shall at all times maintain and cleanse the footpath through the subway and on the approaches thereto and shall maintain and operate the said pumps and drainage apparatus and shall be responsible for any necessary lighting of the subway and approaches;

(e) The stopping up and extinguishment of all rights of way over the said footbridge shall not take place until the said subway and footpaths have been constructed and are completed to the satisfaction of the council and are open for public use or in case of difference between the Company and the council until it has been determined by arbitration that the construction of the said subway and footpaths has been satisfactorily completed and that they are open for public use :

- (7) Subsections (1) and (2) of the section of this Act of which the marginal note is "Stopping up roads and footpaths in case of diversion or making of new road or footpath" shall not apply to the road referred to in subsection (4) of this section nor to the footbridge referred to in subsection (6) of this section and subsection (3) of the said first mentioned section shall be read and have effect as if the decision by arbitration of any question between the council and the Company under subsections (4) and (6) of this section were referred to therein instead of "the said certificate" :
- (8) The Company shall not under the powers of this Act acquire otherwise than by agreement the

A.D. 1936.
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enclosures numbered on the deposited plans 1 13 and 51 in the district nor any greater area of the enclosures numbered on the deposited plans 2 3 4 and 50 in the district than is shown coloured red on the signed plan except such pieces of land twenty feet in width and not exceeding two in number in such positions as the Company may decide for securing access from the remainder of the said enclosures numbered 2 3 and 4 to Dartmouth Road :

(9) Simultaneously with the service by the Company on the council of any notice to treat for the purchase of any part of the enclosures numbered on the deposited plans 2 3 and 4 in the district which is coloured red on the signed plan the Company shall serve notice to treat for the purchase of the whole of the enclosures numbered on the deposited plans 5 6 7 9 10 11 and 12 in the district and as soon as may be reasonably practicable thereafter shall purchase or acquire such enclosures :

(10) If the Company purchase so much of the enclosures numbered on the deposited plans 2 3 and 4 in the district as is coloured red on the signed plan or any part of such enclosures or either of them they shall with all reasonable dispatch sell and convey to the council the Company's estate and interest in—

(a) so much of the enclosures numbered on the deposited plans 5 6 7 9 10 and 12 in the district as is shown coloured green on the signed plan except one piece of land twenty feet in width for securing access from the remainder of the said enclosures to Dartmouth Road; and

(b) so much of the Company's property as is coloured blue on the signed plan except such a strip or strips not exceeding twenty feet in width as the Company may reasonably require for securing access from the remainder of their land to Dartmouth Road :

Provided that if the said new road in substitution for Tanners Road is not constructed and completed to the satisfaction of the council

before the first day of January one thousand A.D. 1936.
nine hundred and forty-one the Company shall
if so required by the council sell and convey
to them the Company's estate and interest
in the land hatched green on the signed plan :
—

- (11) Failing agreement as to the price payable by the council to the Company for the interest of the Company in the lands referred to in subsection (10) of this section the same shall be determined under and in accordance with the provisions of the Lands Clauses Acts except as aforesaid and the price so payable by the council shall be set off against the price payable by the Company to the council for so much of the enclosures numbered on the deposited plans 2 3 and 4 in the district as is coloured red on the signed plan :
- (12) Upon the stopping up and discontinuance of a part of Tanners Road in the district in pursuance of the section of this Act of which the marginal note is "Power to Company to make alterations of roads footpaths &c." so much of Tanners Road as is shown coloured violet on the signed plan shall forthwith vest in the council without payment or other consideration therefor :
- (13) The Company and their successors in title shall not construct—
- (a) on so much of the enclosures numbered on the deposited plans 2 3 and 4 in the district as lies within 25 feet of the eastern boundary of such enclosures any embankment so as to exceed a height of twenty-six feet above Ordnance datum (Liverpool);
- (b) on so much of the enclosures numbered on the deposited plans 2 3 and 4 in the district as is not referred to in paragraph (a) of this subsection any building so as to exceed a height of twenty-five feet above Ordnance datum (Liverpool) nor any other works embankment or apparatus except apparatus for lighting or signalling so as to exceed a height of sixteen feet above Ordnance datum (Liverpool);

(c) on the land coloured yellow on the signed plan any building works or apparatus so as to exceed a height of sixty-one feet above Ordnance datum (Liverpool):

- (14) The Company in the construction of the new road and the new bridge referred to in subsection (4) of this section shall not deviate from the lines thereof marked on the deposited plans nor from the levels thereof as shown on the deposited sections so as unreasonably to increase the length of such bridge or the gradient of the approaches to such bridge :

- (15) Before commencing the construction of the bridge referred to in subsection (2) of this section the new road and bridge referred to in subsection (4) of this section the subway or footpaths referred to in subsection (6) of this section or the construction of so much of the works by this Act authorised as will interfere with any road or footpath vested in the council the Company shall submit to the council for their reasonable approval plans sections and detailed particulars thereof showing in the case of the said road bridge subway or footpaths the manner of construction and in the case of any other road or footpath any alteration thereof which the Company may propose :

- (16) If the council shall not within twenty-eight days after the submission to them of any plans sections and particulars under the provisions of this section signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved the same :

- (17) The Company shall not construct any works in respect of which they are required by this section to submit plans sections and particulars to the council for their reasonable approval otherwise than in accordance with such plans sections and particulars as may be so approved by the council or if such approval be refused as may be settled by arbitration and all such works shall be constructed to the reasonable

satisfaction of the council The council shall A.D. 1936.
be entitled from time to time to inspect such —
works during their progress :

- (18) The Company shall not alter disturb or in any way interfere with any sewer drain stream watercourse water main property or work of the council or under their control or repairable by them or the access to any such sewer drain water main property or work or lay or construct any works over or across any sewer or water main of the council or under their control or repairable by them without the consent of the council which may be given subject to such reasonable terms and conditions as the council may require but shall not be unreasonably withheld and any alteration deviation replacement or reconstruction of any such sewer drain water main property or work that may be necessary shall be made by the council or the Company (as the council may think fit) and any costs and expenses reasonably incurred by the council in so doing shall be repaid by the Company to the council The Company shall from time to time pay to the council any additional expenses which the council may reasonably incur in repairing maintaining or renewing any sewer or water main in consequence of the works carried out by the Company under the powers of this Act :
- (19) Nothing in subsection (18) of this section contained shall prejudice alter or affect the rights of the Company or the council under any existing agreement between them and where the provisions of any such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :
- (20) The title of the Company to the lands and easements to be acquired by the council shall commence with the conveyances thereof to the Company :
- (21) The Company shall not erect or display any advertisements upon any of the lands which they may acquire from the council under the powers of this Act Provided that nothing in

A.D. 1936.

this subsection shall prevent the Company from erecting or displaying advertisements at a station :

- (22) Any difference which may arise under this section between the Company and the council (other than a difference as to the determination of the purchase price and compensation payable in respect of any land to be acquired by the Company or the council) shall be referred to and determined by a single arbitrator to be appointed (failing agreement) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to such reference and determination :

23 & 24
Geo. 5. c. 51.

- (23) (a) The council shall have power in addition and without prejudice to their powers of borrowing under the Local Government Act 1933 from time to time to borrow without the consent of any sanctioning authority the sum or sums requisite for the purpose of the construction of the new road and the new bridge referred to in subsection (1) of this section the acquisition of land and easements therefor and other expenses in connection therewith and they shall pay off all moneys so borrowed within such period as the council may determine not exceeding forty years from the date or dates of borrowing ;

(b) The provisions of Part IX of the Local Government Act 1933 shall extend and apply to money borrowed under this subsection as if it were borrowed under Part IX of that Act and the period fixed for the repayment of any money borrowed under this subsection shall as respects that money be the fixed period for the purposes of the said Part IX.

For protec-
tion of
Torquay
and
Paignton
Gas
Company.

24. For the protection of the Torquay and Paignton Gas Company (in this section referred to as " the undertakers ") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the Company and the undertakers apply and have effect :—

- (1) At least twenty-eight days before commencing any works by this Act authorised which may

affect any mains pipes syphons tubes fittings or other apparatus (in this section referred to as "apparatus") of the undertakers the Company shall deliver to the undertakers plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in the case of emergency) a notice stating the date when it is proposed to commence such works : A.D. 1936.
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- (2) If it should appear to the undertakers that such works will interfere with endanger or render useless or partially useless any of their apparatus or impede the supply of gas the undertakers may give notice to the Company to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to lay additional new apparatus to connect up any apparatus or any part thereof rendered useless or partially useless by any such works of the Company in such manner as may be reasonably necessary and to lay or place under or over any apparatus cement concrete or other like substance and any difference as to the necessity of such raising lowering alteration support substitution laying or placing cement concrete or other like substance (in this section referred to as "protective works") shall be settled as hereinafter provided and all such protective works shall save as hereinafter provided be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence if such be given of the engineer of the undertakers and the reasonable costs charges and expenses of such superintendence shall be paid by the Company :
- (3) If the undertakers by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works of the Company so require the undertakers may by their own engineer or workmen do and execute such protective works so far as they affect the apparatus of the undertakers and

A.D. 1936.
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the Company shall on completion thereof pay to the undertakers the reasonable expenses incurred by them in the execution of such protective works. The Company shall afford to the undertakers all reasonable facilities for the purpose of enabling the undertakers to carry out any such protective works specified in such notice. Provided that if for fourteen days after any such notice is given to the Company by the undertakers the undertakers neglect to proceed with all practicable diligence to carry out such protective works the Company may forthwith proceed with the works by this Act authorised as if such notice had not been given to them :

- (4) In the event of such plans sections and particulars so delivered to the undertakers as aforesaid not being objected to within twenty-eight days from the receipt thereof they shall be deemed to have been approved by the undertakers. The works to which the said plans sections and particulars respectively relate shall not be executed except in accordance therewith as approved by the undertakers or as determined by arbitration as hereinafter provided :
- (5) The Company shall not raise sink or otherwise alter the position of any apparatus of the undertakers or alter the level of any street road or other place in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet where the covering now existing is not less than three feet unless the Company shall in such case protect such apparatus from frost or injury by artificial covering to the reasonable satisfaction of the undertakers or more than five feet where the covering now existing does not exceed five feet or more than the existing covering where such existing covering exceeds five feet unless the Company in either of such last mentioned cases provide special means of access to the same to the reasonable satisfaction of the engineer of the undertakers :

- (6) If the Company exercise the power of stopping A.D. 1936.
up Sands Road in the urban district of Paignton —
conferred by this Act but do not construct a
subway in lieu thereof the Company shall
before exercising that power make provision
for protecting the existing apparatus of the
undertakers laid in that road where it crosses
the Company's railway on the level and affording
access thereto for the inspection or repair
thereof either by enclosing such apparatus in
a culvert or pipe or in such other manner as
may be reasonably necessary :
- (7) The undertakers may where reasonably necessary
employ watchmen or inspectors to watch and
inspect any works by this Act authorised
whereby any apparatus of the undertakers may
be interfered with or affected during con-
struction repair or renewal of any such works
and the reasonable wages of such watchmen or
inspectors shall be borne by the Company :
- (8) The Company shall pay to the undertakers the
reasonable cost of and incidental to the cutting
off of any apparatus of the undertakers rendered
derelict or unnecessary by the execution of any
of the works or by the stopping up and discon-
tinuance of any road by this Act authorised
from any other apparatus of the undertakers
and of and incidental to any other works or
things rendered necessary in consequence of
such apparatus being rendered derelict or
unnecessary :
- (9) The reasonable expense of all repairs or renewals
of any apparatus of the undertakers or any
works in connection therewith which may at
any time hereafter be rendered necessary by
the acts or defaults of the Company their
contractors agents workmen or servants or
any person in the employ of them or any or
either of them in the execution of the works
by this Act authorised or rendered necessary
by reason of any subsidence resulting from
such works of the Company whether during
the construction of the same or at any time
thereafter shall be borne and paid by the
Company :

A.D. 1936.
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- (10) In carrying out any removal or alteration of or interference with any apparatus of the undertakers the Company shall not interrupt the continuous supply of gas by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the undertakers proper and sufficient substituted apparatus :
- (11) The Company in executing any works under this Act or in removing raising or otherwise altering the position of any apparatus of the undertakers shall make good all damage done by them to the apparatus or other property of the undertakers :
- (12) The Company shall make reasonable compensation to the undertakers for any loss or damage which they may sustain by reason of any interference with their apparatus or property under the powers of this Act or any interruption in the supply of gas by the undertakers or of the construction failure or user of the works by this Act authorised or by the exercise by the Company of the powers conferred upon them by this Act or by the act or default of the Company or any of their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the works by this Act authorised The Company shall also indemnify the undertakers in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the undertakers or any interruption in the supply of gas by the undertakers :
- (13) Notwithstanding the stopping up temporarily of any public street or place under the powers of this Act the undertakers shall continue to have and may exercise the same rights of access as they now enjoy to all or any of their apparatus situate in or under any such street or place :
- (14) Where the Company shall under the powers of this Act stop up any part of any road

in which any apparatus of the undertakers may at the time of stopping up have been laid down or placed and construct a new road or subway in lieu thereof the undertakers may lay down or place new apparatus in the new road or subway and connect the same with the apparatus laid or placed in the existing road at the commencement and termination of the diversion and the Company shall provide such accommodation in the subway as may be reasonably necessary for carrying such new apparatus under the railway of the Company or shall make such other provision for carrying and protecting such new apparatus as may be reasonably required;

A.D. 1936.
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The Company shall on demand repay to the undertakers the reasonable cost of providing such new apparatus and the costs charges and expenses reasonably incurred by the undertakers in or in connection with the laying down or placing of the same and the formation of such connections and thereupon the apparatus of the undertakers laid down or placed in the existing road between the commencement and the termination of the diversion thereof shall become the property of and vest in the Company. Provided that if the new apparatus so laid down or placed by the undertakers shall be of larger size than that of the existing apparatus in the diverted road the Company shall only be required to repay to the undertakers such proportion of the cost of providing and laying down or placing the new apparatus as shall represent the cost which would have been incurred by the undertakers in providing and laying down or placing apparatus of similar size to that of the said existing apparatus :

- (15) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the undertakers under any existing agreement between them and where the provisions of such agreement are inconsistent with this section the provisions of the said agreement shall apply :

- A.D. 1936. — (16) Any difference which shall arise under this section between the Company and the undertakers or their respective engineers shall be referred to and settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of
Paignton Electric
Light and Power
Company Limited
Dawlish Electric
Light and Power
Company Limited
and Teignmouth
Electric Lighting
Company Limited.
45 & 46 Vict.
c. 56.

25. The following provisions for the protection of the Paignton Electric Light and Power Company Limited the Dawlish Electric Light and Power Company Limited and the Teignmouth Electric Lighting Company Limited (each of whom are in this section respectively referred to as "the electricity company") shall unless otherwise agreed in writing between the Company and the electricity company apply and have effect notwithstanding anything to the contrary in any agreement licence or consent (that is to say):—

- (1) In this section the expression "apparatus" means and includes any electric line as defined in the Electric Lighting Act 1882 and any other work or apparatus of the electricity company whether placed under upon or above the ground:
- (2) At least twenty-eight days before commencing any works by this Act authorised which may affect any apparatus of the electricity company the Company shall submit to the electricity company detailed plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and a notice stating the date when it is proposed to commence the works:
- (3) If the electricity company do not object to any such plans sections and particulars so submitted to them within twenty-eight days of the receipt thereof they shall be deemed to have approved them as submitted. The works to which the said plans sections and particulars respectively relate shall not be executed except in strict

accordance therewith as approved by the A.D. 1936.
electricity company or as determined by —
arbitration as hereinafter provided :

- (4) If it should appear to the electricity company that any works proposed to be executed by the Company under the powers of this Act will interfere with or endanger or render useless or partially useless any of their apparatus or impede access thereto or the supply of electricity thereby the electricity company may give notice to the Company to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to lay new apparatus in such manner as may be considered necessary and to lay or place under or over any apparatus cement concrete or other like substance Any difference as to the necessity of such raising lowering alteration support substitution laying or placing cement concrete or other like substance (hereinafter referred to as "protective works") shall be settled as hereinafter provided and all such protective works shall (save as hereinafter provided) be done and executed by and at the expense of the Company and to the reasonable satisfaction and under the superintendence (if given) of the engineer of the electricity company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company :
- (5) If the electricity company by notice in writing to the Company so require the electricity company may by their own engineer or workmen execute such protective works and the Company shall on completion thereof pay to the electricity company the reasonable expenses incurred by them in such execution The Company shall afford to the electricity company all reasonable facilities for the purpose of enabling the electricity company to execute any such protective works :
- (6) The electricity company may if they think fit employ such watchmen or inspectors as they

A.D. 1936.

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may reasonably deem necessary to watch and inspect the execution of any works by this Act authorised so far as they affect or may affect any apparatus of the electricity company and the reasonable wages of such watchmen or inspectors shall be borne and paid by the Company :

- 7) In carrying out the works by this Act authorised the Company shall not remove displace alter or interfere with any apparatus of the electricity company or without the consent in writing of the electricity company do anything to interrupt the continuous supply of electricity by means of such apparatus until good and sufficient apparatus and all other works necessary or proper for maintaining the continuity of the supply of electricity shall at the expense of the Company and to the reasonable satisfaction of the electricity company have been first made and laid down and be ready for use in such positions as the electricity company shall approve :
- 8) The expense of all repairs or renewals of any apparatus of the electricity company or of any works in connection therewith which may be rendered necessary by reason of any subsidence resulting from the execution of the works of the Company whether during such execution or at any time thereafter shall be borne and paid by the Company :
- 9) The Company shall make reasonable compensation to the electricity company for any loss or damage which they may sustain by reason of any interference with their apparatus or property or interruption in the supply of electricity by the electricity company or of the construction failure or user of any works executed by the Company under the powers of this Act or by any act or default of the Company or of any of their contractors agents workmen servants or any person in the employ of them or any or either of them The Company shall also indemnify the electricity company in respect of any penalties costs actions claims

or demands arising out of any interference A.D. 1936.
by the Company with the apparatus or property —
of the electricity company or the interruption
in the supply of electricity :

- (10) If the Company construct in the urban district of Paignton the subway on the northern side of Sands Road by this Act authorised they shall make such provision therein for the electricity mains of the Paignton Electric Light and Power Company Limited as that company may reasonably require and the Paignton Electric Light and Power Company Limited shall be entitled free of any wayleave rental charge or expense to reproduce in accordance with the reasonable directions of the Company their existing electricity mains in the position or positions in which such provision shall have been so made for the same and thereafter subject to such directions as aforesaid to maintain renew and inspect any electricity mains so reproduced as aforesaid :
- (11) If the Company do not construct the subway referred to in subsection (10) of this section they shall before exercising the power of stopping up Sands Road in the urban district of Paignton conferred by this Act make such provision as the Paignton Electric Light and Power Company Limited may reasonably require for protecting the existing electricity mains of that company laid in that road both where it crosses the Company's railway on the level and where it is stopped up as aforesaid and for affording access thereto for the inspection maintenance and renewal thereof either by enclosing those mains in a culvert or pipe or in such other manner as may be reasonably necessary and thereafter the Paignton Electric Light and Power Company Limited shall be entitled free of any wayleave charge or expense to inspect maintain and renew such mains :
- (12) The Company in lengthening the western end of the bridge carrying Roundham Road over the Company's Dartmouth and Torbay railway shall provide reasonable facilities for the laying

of the electricity mains of the Paignton Electric Light and Power Company Limited under the footpath of the lengthened portion of the said bridge and the approaches thereto in so far as the approaches are broken up in carrying out such lengthening :

- (13) The Company shall bear and repay to the electricity company any additional expense which may be reasonably incurred by the electricity company in the extension or reconstruction of its apparatus due to the existence of any works executed by the Company under the powers of this Act :
- (14) Where by reason or in consequence of the exercise of any of the powers of this Act any apparatus of the electricity company is rendered derelict or unnecessary such apparatus shall become the property of the Company and may be taken up removed and disposed of by them :
- (15) Any difference which shall arise under this section between the Company and the electricity company or their respective engineers and any matter required to be referred to arbitration under this section shall be referred to an arbitrator to be agreed upon or failing agreement to be appointed upon the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference In settling any question under this section an arbitrator shall have regard to any duties or obligations which the electricity company may have under or in respect of their apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the electricity company's apparatus is used.

For protec-
tion of
Cornwall
County
Council.

26. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection and benefit of the county council of the administrative county of Cornwall (in this section referred to as "the county council")

shall apply and have effect unless otherwise agreed in writing between the Company and the county council (that is to say):— A.D. 1936.
—

- (1) The Company shall carry Railway No. 2 authorised by this Act (in this section referred to as "the railway") over the Torpoint-Liskeard trunk road numbered on the deposited plans 16 in the parish of St. Germans by means of a bridge with a span of forty-five feet and a headway of sixteen feet throughout :
- (2) The Company shall carry the railway over the Torpoint-Hessenford road numbered on the said plans 63 in the said parish of St. Germans and over the Hessenford-Seaton road numbered 10 in the parish of St. Martin on the said plans by means of bridges each with a span of thirty-five feet and a headway of sixteen feet throughout :
- (3) Before commencing the construction of so much of the railway as will cross any of the said roads the Company shall give notice in writing to the county council of the Company's intention to construct such parts of the railway and specifying the road which will be interfered with :
- (4) (a) Within two months of the receipt of any such notice as is referred to in subsection (3) of this section the county council may give a counter-notice in writing to the Company of the county council's desire that the bridge for carrying the railway over the road referred to in the notice shall be made with the span and headway mentioned in such counter-notice and upon the county council giving such a counter-notice the Company shall construct the bridge in respect of which the notice is given with the span and headway mentioned in the counter-notice ;
(b) The county council shall at their own expense lower the road referred to in any notice to such an extent as may be necessary to enable the headway mentioned in any counter-notice to be provided ;
(c) The Company may construct any of the bridges mentioned in any counter-notice with

a centre pier in the roadway if it is reasonably necessary so to do in order to avoid undue expense in constructing the bridge:

- (5) Upon completion of the works referred to in any counter-notice given by the county council under subsection (4) of this section the county council shall pay to the Company the additional cost which shall reasonably have been incurred by the Company in constructing the bridge to which such counter-notice relates in the manner referred to in such counter-notice instead of as a bridge with a span of forty-five feet or thirty-five feet as the case may be and a headway of sixteen feet throughout such span of forty-five feet or thirty-five feet as the case may be :
- (6) The county council shall pay to the Company such proportion of the cost of maintaining and renewing the bridge referred to in subsection (1) of this section which is constructed of a greater span than forty-five feet and any bridge referred to in subsection (2) of this section which is constructed of a greater span than thirty-five feet in pursuance of a counter-notice given by the county council under this section as may be agreed or as failing agreement may be determined by arbitration in accordance with the provisions of this section to be attributable to the increase of span of such bridge constructed in compliance with such requirement :
- (7) If within two years from the passing of this Act the county council have not completed the widening of the Torpoint-Liskeard trunk road numbered on the deposited plans 16 in the parish of St. Germans to forty-five feet between points one mile north and one mile south of the bridge referred to in subsection (1) the county council shall repay to the Company such proportion of the cost of constructing maintaining and renewing the said bridge as may be agreed or as failing agreement may be determined by arbitration in accordance with the provisions of this section to be attributable

to constructing the said bridge with a span of A.D. 1936.
forty-five feet instead of a span of thirty-five —
feet :

- (8) If the Company construct the railway with a single line of rails and at any time thereafter widen any bridge referred to in a counter-notice in order to carry a second line of rails the county council shall repay to the Company so much of the cost of widening any such bridge as may be agreed or as failing agreement may be determined by arbitration in accordance with the provisions of this section to be attributable to widening such bridge with the span mentioned in the counter-notice instead of a span of forty-five feet or thirty-five feet as the case may be :
- (9) The railway shall commence at a point not less than one chain west of the bridge carrying the St. Germans-Hessenford road numbered on the deposited plans 4 in the parish of St. Germans over the main line railway between St. Germans and Liskeard No part of the said road shall be diverted except in such manner as may be agreed between the county council and the Company :
- (10) The Company in constructing the railway shall not take any part of the enclosure numbered on the deposited plans 49 in the parish of St. Germans nor do anything which will interfere with the widening of the Torpoint-Hessenford road numbered on the deposited plans 63 in the parish of St. Germans to sixty feet except where the railway crosses the said road :
- (11) The span of the arch of the viaduct carrying the railway over the Looe-Great Tree-Millendreath Beach road numbered on the deposited plans 105 in the parish of St. Martin shall be forty feet with a minimum headway of sixteen feet six inches :
- (12) The diversion of the Millendreath Beach to Seaton road in the parish of St. Martin shall be carried out with a carriageway of fifteen feet in width and a footpath of five feet in width :

A.D. 1936.

- (13) The Company in carrying out the widening of the Trenance viaduct carrying the Company's Newquay branch railway over the road from Tolcarne Cross to Truro shall not limit or reduce the width of the existing carriageway of the said road and shall grant to the county council all necessary easements and facilities for the purpose of enabling the county council to construct a public footpath behind the piers of the said viaduct at each side of the said road :
- (14) The Company at their own expense shall construct the lengthened span of the bridge carrying the road from Hayle to Penryn over the Company's Helston branch railway at Nancegollan station with a width of twenty-five feet between the parapets and of sufficient strength to comply with the standard loading prescribed by the Ministry of Transport for highway bridges :
- (15) The section of this Act of which the marginal note is " Provision as to repair of new roads and footpaths " in its application to the roads streets footpaths and highways in the administrative county of Cornwall shall be read and have effect as if the words " together " " with the embankments and retaining walls " " supporting the bridge or its approaches " were inserted after the word " Company " where it first occurs in the said section :
- (16) Any difference which may arise under this section between the Company and the county council shall be referred to and determined by an arbitrator to be appointed failing agreement on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 shall apply to any such reference and determination.

For protec-
tion of
Cornwall
Electric

27. For the protection of the Cornwall Electric Power Company and the East Cornwall Electricity Supply Company Limited (each of whom is hereinafter in this section referred to as " the Cornwall company ")

the following provisions shall unless otherwise agreed A.D. 1936.
in writing between the Company and the Cornwall
company apply and have effect :—

—
Power
Company.

- (1) The Company shall not in the exercise of the powers conferred upon them by this Act acquire any interest in any lands in through under or over which the Cornwall company possess an easement or right of constructing or maintaining any apparatus except subject to that easement or right :
- (2) At least twenty-eight days before commencing on in or under any lands acquired under the powers of this Act or in respect of which easements have been acquired under the powers of this Act any works which may affect any apparatus of the Cornwall company the Company shall submit to the Cornwall company detailed plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in emergency) a notice stating the date when it is proposed to commence the works :
- (3) If the Cornwall company do not object to any such plans sections and particulars so submitted to them within twenty-eight days from the receipt thereof they shall be deemed to have approved them as submitted The works to which the said plans sections and particulars respectively relate shall not be executed except in strict accordance therewith as approved by the Cornwall company or as determined by arbitration as hereinafter provided :
- (4) If it should appear to the Cornwall company that any works proposed to be executed by the Company on in or under any lands acquired under the powers of this Act or in respect of which easements have been acquired under the powers of this Act will interfere with or endanger or render useless or partially useless any of their apparatus or impede access thereto or the supply of electricity thereby the Cornwall company may give notice to the Company to raise lower or otherwise alter the position

A.D. 1936.

of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to erect or lay new apparatus in such manner as may be considered necessary and to lay or place under or over any apparatus cement concrete or other like substance Any difference as to the necessity of such lowering alteration support substitution erection laying or placing cement concrete or other like substance (hereinafter called "protective works") shall be settled as hereinafter provided and all such protective works shall (save as hereinafter provided) be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if given) of the engineer of the Cornwall company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company :

- (5) If the Cornwall company by notice in writing to the Company so require the Cornwall company may by their own engineer or workmen execute such protective works and the Company shall on completion thereof pay to the Cornwall company the reasonable expenses incurred by them in such execution The Company shall afford to the Cornwall company all reasonable facilities for the purpose of enabling the Cornwall Company to execute any such protective works but if the Cornwall company neglect to proceed with such works with all practicable diligence the Company may proceed therewith as if the notice had not been given :
- (6) The Cornwall company may if they think fit employ such watchmen or inspectors as they may reasonably deem necessary to watch and inspect the execution of any works on in or under any lands acquired under the powers of this Act or in respect of which easements have been acquired under the powers of this Act so far as they affect or may affect any apparatus of the Cornwall company and the reasonable wages of such watchmen or inspectors shall be borne and paid by the Company :

- (7) In executing any works on in or under any lands acquired under the powers of this Act or in respect of which easements have been acquired under the powers of this Act and in carrying out any removal or alteration of or interference with any apparatus of the Cornwall company the Company shall not interrupt the continuous supply of electricity by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the Cornwall company proper and sufficient substituted apparatus : A.D. 1936.
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- (8) The expense of all repairs or renewals of any apparatus of the Cornwall company or any works in connection therewith which may be rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :
- (9) The Company shall make reasonable compensation to the Cornwall company for any loss or damage which they may sustain by reason of any interference with their apparatus or property or interruption in the supply of electricity by the Cornwall company or of the construction failure or user of any works executed by the Company on in or under any lands acquired under the powers of this Act or in respect of which easements have been acquired under the powers of this Act or by any act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them The Company shall also indemnify the Cornwall company in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the Cornwall company or interruption in the supply of electricity :
- (10) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the Cornwall company under any agreement between them relating to the apparatus of the

A.D. 1936.

Cornwall company and where the provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply :

- (11) Any difference which shall arise under this section between the Company and the Cornwall company or their respective engineers and any matter required to be referred to arbitration under this section shall be referred to an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference. In settling any question under this section an arbitrator shall have regard to any duties or obligations which the Cornwall company may have under or in respect of their apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the Cornwall company's apparatus is used :
- (12) In this section the term " apparatus " includes any electric line as defined in the Electric Lighting Act 1882 and any other works or apparatus of the Cornwall company.

For protection of conservators of river Thames.

28. For the protection of the conservators of the river Thames (in this section referred to as " the conservators ") the following provisions shall unless otherwise agreed in writing between the Company and the conservators have effect (that is to say) :—

- (1) In this section—

" the said rivers " means the river Sheepwash and the river Cherwell ;

" the said works " means the swingbridge over the river Sheepwash the widening of the bridge carrying the Company's Oxford and Birmingham railway over the river Sheepwash the alteration of so much of the road forming the continuation of Bridge Street Banbury as is carried over the river Cherwell by means of a bridge the alteration

and diversion of the river Cherwell and all other works whether temporary or permanent by this Act authorised so far as they affect the said rivers or either of them or any part thereof respectively : A.D. 1936.
—

- (2) (a) The Company shall during the construction and any future repair of the said works so far as they affect the river Sheepwash hang out and exhibit at or near to such works every night from sunset to sunrise such lights (to be kept burning by and at the expense of the Company) as may be reasonably proper and sufficient for the safe guidance of vessels and shall also at the like expense hang out and exhibit at or near to such works every day from sunrise to sunset such signals as may be reasonably proper and sufficient for the safe guidance of vessels and such lights and signals or any of them 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 or other authorised officer shall approve or direct. If the Company fail to hang out and keep burning such lights or to exhibit such signals they shall for every such failure forfeit to the conservators a sum not exceeding ten pounds and a further sum not exceeding five pounds for every day on which such failure shall continue which sums may be recovered by the conservators either summarily as a civil debt or as a debt in any court of summary jurisdiction;

(b) The navigation of the river Sheepwash shall not be interfered with more than in the opinion of the conservators shall be absolutely necessary in the execution and maintenance of the said works;

(c) The owners and masters of vessels shall not be liable to make good any damage which may be caused to such of the said works in the river Sheepwash as are of a temporary nature except such as may arise from the wilful act or the negligence or default of such owners or masters or their servants or agents :

A.D. 1936.
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- (3) The said works shall be executed in accordance with plans elevations and sections to be submitted to and to be subject to the reasonable approval of the conservators and all such works shall be executed and maintained under the superintendence (if given) and to the reasonable satisfaction of the engineer of the conservators :
- (4) The Company shall give to the conservators at least twenty-one days' notice in writing of the time and place of the commencement of any of the said works :
- (5) The said works when commenced shall be proceeded with and completed as quickly as reasonably possible :
- (6) The Company shall on the completion of such of the said works as are of a permanent nature and upon reasonable notice from the conservators so to do remove the whole and every part of such of the said works as are of a temporary nature and materials therefor which may have been placed in the said rivers by or at the instance of the Company and in particular all piles and other works (not forming part of such of the said works as are of a permanent nature) in the beds of the said rivers shall be drawn and not cut off and on the Company failing so to do 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 :
- (7) The Company shall not impede the flow of water in the said rivers during the period of construction of the said works more than in the opinion of the conservators shall be absolutely necessary :
- (8) The Company shall not without the previous consent of the conservators in writing under the hand of their secretary embank or encroach upon or interfere with any part of the said rivers or the beds or banks thereof otherwise than according to plans elevations and sections reasonably approved by the conservators :

- (9) The Company shall not (except so far as shall be necessary in the construction of the said works) take any gravel soil or other material from the beds or banks of the said rivers without the previous consent of the conservators in writing under the hand of their secretary: A.D. 1936. —
- (10) The Company shall at all times keep the conservators indemnified against all damages losses expenses and injuries which they may sustain or incur by reason or in consequence of the execution by the Company of the said works :
- (11) Any difference which may arise between the Company and the conservators under this section (except in respect of any of the matters referred to in subsection (2) thereof) shall be referred to and determined by an arbitrator to be agreed upon or failing agreement appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers under and subject to the provisions of the Arbitration Acts 1889 and 1934.

29. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for the general purposes of their undertaking and works connected therewith and for providing increased accommodation and for providing accommodation for persons of the working class who may be displaced in executing the powers of this Act or any other Act relating to the Company all or any of the lands following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

Power to
Company
to acquire
additional
lands.

In the county of Middlesex—

Lands in the borough of Ealing lying on and adjoining the south-western side of the Company's Acton and Northolt railway between points 6 chains and 21 chains north-west of Greenford station.

A.D. 1936.

In the city and county borough of Bristol—

Lands lying between the Company's main line of railway and Eastwood Road between points 4 chains and 12 chains south-east of the point where Birchwood Road passes over the tunnel on that railway.

In the county of Somerset—

Lands in the parish of Norton Fitzwarren in the rural district of Taunton lying on and adjoining the north-eastern side of the Company's West Somerset railway and extending between points 8 chains and 28 chains north-west of Norton Fitzwarren station;

Certain other lands in the parishes of Norton Fitzwarren and Bishop's Hull Without in the said rural district lying on and adjoining the southern side of the Company's Bristol and Exeter railway and extending from the footbridge at Norton Fitzwarren station to a point 9 chains west thereof;

Lands in the parish of Norton Fitzwarren in the said rural district and in the parishes of Oake and Milverton in the rural district of Wellington lying on and adjoining the northern side of the Company's Devon and Somerset railway between a point 19 chains west of Norton Fitzwarren station and the bridge carrying the road from Milverton to Taunton over the said railway at Milverton station;

Certain other lands in the said parish of Oake lying on and adjoining the southern side of the said railway between points 4 chains and 1 mile 23 chains west of the bridge carrying that railway over the road to Pontispool Farm;

Certain other lands in the said parish of Milverton lying on and adjoining the southern side of the said railway between points 10 chains and 33 chains west of the bridge carrying Blagroves Road over the railway.

In the county of Devon—

Lands in the parish of Morebath in the rural district of Tiverton lying on and adjoining both

sides of the Company's Devon and Somerset A.D. 1936.
railway between points 2 chains and 17 chains —
east of Morebath station ;

Lands in the parish of East Anstey in the rural district of South Molton lying on and adjoining the northern side of the said railway between points 6 chains and 20 chains west of East Anstey station ;

Lands in the parish of Bishop's Nympton in the said rural district lying on and adjoining the northern side of the said railway between points 2 chains and 23 chains west of Bishop's Nympton and Molland station ;

Certain other lands in the said parish and rural district lying on and adjoining the southern side of the said railway between points 7 chains and 13 chains west of the said station ;

Lands in the parish of Filleigh in the said rural district lying on and adjoining the northern side of the said railway between points 9 chains and 22 chains west of Filleigh station ;

Lands in the parish of Kingsteignton in the rural district of Newton Abbot lying on and adjoining the south-eastern side of the Company's South Devon railway between the bridge carrying that railway over the channel known as the Hackney Channel leading to the Hackney Canal and a point 2 chains south-west of the said bridge ;

Lands in the urban district of Paignton situate on the western side of the Company's Dartmouth and Torbay railway between Paignton station and Dartmouth Road ;

Certain other lands in the said urban district lying on and adjoining the western side of the said railway between points 2 chains and 4 chains south of the said station ;

Certain other lands in the said urban district lying on and adjoining the eastern side of the said railway between a point 2 chains south of Torbay Road and Sands Road ;

Certain other lands in the said urban district lying on and adjoining the eastern side of

Whitstone Road between the junction of that road with Sands Road and a point 4 chains south thereof:

Certain other lands in the said urban district lying on and adjoining the eastern side of the said railway between Sands Road and Roundham Road;

Certain other lands in the said urban district lying on and adjoining the western side of the said railway between Tanners Road and a point 24 chains south thereof:

Lands in the parish of South Brent in the rural district of Totnes lying on and adjoining the north-western side of the Company's South Devon railway between points 18 chains and 27 chains south-west of Brent station.

In the city and county borough of Exeter—

Lands lying on and adjoining the eastern side of the Company's Bristol and Exeter railway between points 3 chains and 16 chains north of the bridge carrying Cowley Bridge Road over that railway;

Certain other lands in the said city and county borough lying on and adjoining the eastern side of the said railway between points 3 chains and 46 chains south of the said bridge;

Certain other lands in the said city and county borough lying on and adjoining the western side of the said railway between Cowley Bridge Road and a point 23 chains south thereof.

In the county of Cornwall—

Lands in the parish of Luxulyan in the rural district of St. Austell lying on and adjoining the north-eastern side of the Company's Newquay branch railway between Luxulyan station and a point 22 chains north-west thereof;

Lands in the urban district of Newquay lying on and adjoining the south-western side of the Company's Newquay branch railway and the Company's Truro and Newquay railway between points 4 chains and 53 chains south-east of Trenance viaduct;

Certain other lands in the said urban district A.D. 1936,
lying on and adjoining the north-eastern side of —
the Company's Newquay branch railway between
points 7 chains and 19 chains south-east of the
said viaduct;

Certain other lands in the said urban district
lying on and adjoining both sides of the said
railway between points 9 chains south-east and
4 chains north-west of the north-western end
of the said viaduct;

Certain other lands in the said urban district
lying on and adjoining the north-eastern side
of the said railway between the said viaduct
and a point 10 chains north-west thereof;

Lands in the parish of St. Agnes in the rural
district of Truro lying on and adjoining the
north-eastern side of the Company's Truro and
Newquay railway between points 15 chains south-
east and 3 chains north-west of the north-western
end of St. Agnes station;

Lands in the parish of Gwinear-Gwithian
in the rural district of West Penwith lying on and
adjoining the south-eastern side of the Company's
West Cornwall railway between points 14 chains
and 32 chains north-east of Gwinear Road station;

Lands in the parish of Crowan in the rural
district of Kerrier lying on and adjoining the
western side of the Company's Helston branch
railway between Nancegollan station and a point
10 chains north thereof;

Certain other lands in the parish of Sithney
in the said rural district lying on and adjoining
the eastern side of the said railway at the northern
end of the said station;

Certain other lands in the last-mentioned
parish and rural district lying on and adjoining
the western side of the said railway between the
said station and a point 9 chains south thereof;

Lands in the parish of Ludgvan in the rural
district of West Penwith lying on and adjoining
both sides of the Company's West Cornwall

A.D. 1936.

—

railway between points 1 chain and 27 chains north-east of the bridge carrying the road from Penzance to Helston over the said railway;

Lands or foreshore in the borough of Penzance lying on and adjoining the south-eastern side of the Company's West Cornwall railway between Albert Pier and a point 24 chains north-east thereof.

In the county of Berks—

Lands in the parish of South Hinksey in the rural district of Abingdon lying on and adjoining the north-eastern side of the Company's Oxford railway between the bridge carrying Abingdon Road over that railway and a point 29 chains south-east thereof;

Certain other lands in the said parish and rural district lying on and adjoining the south-western side of the said railway between a point 50 chains south-east of the bridge carrying that railway over the river Thames or Isis near the gas works of the Oxford and District Gas Company and the said Abingdon Road bridge.

In the county of Berks and the city and county borough of Oxford—

Lands in the parishes of North Hinksey and South Hinksey in the rural district of Abingdon in the county of Berks and in the city and county borough of Oxford lying on and adjoining the south-western side of the Company's Oxford railway between the bridge carrying that railway over the river Thames or Isis near the gas works of the Oxford and District Gas Company and a point 30 chains south-east of the bridge carrying Abingdon Road over that railway.

In the county of Oxford—

Lands in the borough of Banbury lying on and adjoining the north-eastern side of the Company's Oxford and Birmingham railway at or near Banbury station between the gas works of the Banbury Gas Light and Coke Company and a point 11 chains north-west thereof;

Certain other lands in the said borough A.D. 1936.
lying on and adjoining the south-western side
of the said railway between points 5 chains and
30 chains south-east of the bridge carrying the
continuation of Bridge Street over the said
railway.

In the city and county borough of Oxford—

Lands lying between the Company's Oxford
and Birmingham railway and Abbey Road between
the river Sheepwash and a point 2 chains south
thereof.

In the county of Worcester—

Lands in the borough of Kidderminster lying
on and adjoining the western side of the Company's
Oxford Worcester and Wolverhampton railway
between points 6 chains and 25 chains north of
the viaduct carrying the said railway over the
road leading from Kidderminster to Worcester.

In the county borough of Wolverhampton—

So much of the lands lying on and adjoining
the eastern side of the Company's Oxford Wor-
cester and Wolverhampton railway between points
4 chains and 32 chains north of the bridge carrying
Cannock Road over the said railway as is edged
pink and left unhatched on the plan referred
to in the agreement set forth in the Second
Schedule to this Act.

In the county of Monmouth—

Lands in the parish of Rogiet in the rural
district of Chepstow lying on and adjoining the
southern side of the Company's South Wales
railway between the bridge at the western end
of Severn Tunnel Junction station and a point
51 chains east thereof;

Certain other lands in the said parish and
rural district lying on and adjoining the southern
side of the said railway between the said bridge
and a point 20 chains west thereof;

Certain other lands in the parishes of Rogiet
and Llanfihangel Rogiet in the said rural district

A.D. 1936.

lying on and adjoining the northern side of the said railway between points 29 chains and 61 chains east of Undy level crossing;

Certain other lands in the parishes of Rogiet Llanfihangel Rogiet and Undy in the said rural district lying on and adjoining the southern side of the said railway between points 4 chains and 34 chains east of the said level crossing.

In the county of Pembroke—

Lands in the parish of Uzmaston in the rural district of Haverfordwest lying on and adjoining the north-western side of the Company's South Wales railway between the bridge carrying Narberth Road over the said railway and a point 7 chains north-east thereof;

Certain other lands in the borough of Haverfordwest and in the parish of Uzmaston in the said rural district lying on and adjoining the south-eastern side of the said railway between points 4 chains and 19 chains south-west of the said bridge.

For protection of trustees of Railway Convalescent Homes.

30. For the protection of the trustees of the Railway Convalescent Homes (in this section called "the trustees") the following provision shall unless otherwise agreed in writing between the trustees and the Company apply and have effect (that is to say):—

Notwithstanding anything in this Act contained or shown on the deposited plans relating to Railway No. 1 by this Act authorised that railway where it crosses the property of the trustees in the urban district of Dawlish shall be carried thereover on a viaduct and in the construction of the said railway the Company shall not deviate laterally from the centre line shown upon the said plan nor shall they acquire any greater part of the property of the trustees than a portion 20 feet in width on each side of the said centre line.

Saving rights of Duchy of Cornwall.

31. Nothing contained in this Act shall extend to authorise the Company to take use enter upon or interfere with any land soil or water or take away diminish alter prejudice or affect any property rights profits privileges

powers or authorities belonging to or enjoyed by His Majesty in right of the Duchy of Cornwall or to or by the Duke of Cornwall for the time being without (in the case of land soil water property rights profits privileges or authorities belonging to or enjoyed by His Majesty in right of the said duchy) the consent in writing of some two or more of such of the regular officers of the said duchy or of such other persons as may be duly authorised under the provisions of the Duchy of Cornwall Management Act 1863 section 39 to exercise all or any of the rights powers privileges and authorities by the said Act made exerciseable or otherwise for the time being exerciseable in relation to the said duchy or (in the case of land soil water property rights profits privileges or authorities belonging to or enjoyed by the Duke of Cornwall for the time being) the consent of such duke testified in writing under the seal of the Duchy of Cornwall first had and obtained for that purpose.

A.D. 1936.

26 & 27 Vict.
c. 49.

32. For the protection of the mayor aldermen and burgesses of the borough of Penzance (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed between the corporation and the Company apply and have effect in the event of the Company exercising the powers of this Act relating to the lands in the borough of Penzance (that is to say):—

For protec-
tion of
Penzance
Corpora-
tion.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or appropriate under the powers of this Act any lands in the borough of Penzance eastward of the blue line shown on the plan (in this section referred to as "the plan") signed by Frank Latham on behalf of the corporation and by Raymond Carpmael on behalf of the Company:
- (2) The Company shall construct and maintain at their own expense a wall or embankment between the points B and C shown on the plan approximately along the red line shown thereon with a sloping face on the eastern side of the red line extending if reasonably necessary up to but not beyond the blue line shown on the plan The said wall including the sloping face is in this section referred to as "the wall" The

A.D. 1936.
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Company shall also construct a promenade twelve feet in width for the use of the public between the said points B and C approximately along the western side of the said red line shown on the plan and at or about the level of the existing railway of the Company on the Albert Pier :

- (3) The said promenade shall be constructed to the reasonable satisfaction of the corporation and thereafter the Company at their own expense shall maintain the substructure upon which it is placed and the corporation shall maintain the said promenade as a highway repairable by the inhabitants at large and there shall be at all times a public right of way for foot passengers along the said promenade :
- (4) The corporation shall at their own expense at the expiration of two years after the wall shall have been commenced construct and with all reasonable dispatch complete walls or embankments between the points A and B and the points C and D on the plan with promenades thereon similar to and forming extensions of the wall and the said promenade :
- (5) Upon the completion of the wall the lands forming the site thereof together with the lands lying between the wall and the existing property of the Company shall by virtue of this Act and without any further assurance vest in the Company :
- (6) The Company shall have the right to construct on the foreshore such works at each end of the wall as may be necessary to protect the wall and the land lying between the blue line on the plan and the existing property of the Company and from time to time to enter upon any part of the foreshore for the purpose of constructing inspecting maintaining and renewing the wall and the said protective works :
- (7) Any difference which may arise under this section between the Company and the corporation shall be referred to and determined by an arbitrator to be agreed upon between the parties

or failing agreement to be appointed on the application of either party after notice in writing to the other of them by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 and the Arbitration Act 1934 shall apply to any such reference and determination.

A.D. 1936.

33. For the protection of the mayor aldermen and citizens of Oxford (referred to in this section as "the corporation") the following provisions shall notwithstanding anything in this Act contained and unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say):—

For protec-
tion of
Oxford Cor-
poration.

- (1) The Company shall not purchase and there shall be excepted out of the lands mentioned in this section the water main and works of the corporation now existing in the subsoil of the lands numbered on the deposited plans 1 in the parish of North Hinksey and 15 in the city of Oxford in each case And there shall also be excepted and reserved to the Corporation out of the said lands the right to use the said existing main and works and the right to enter upon and into the said lands for the purposes of inspecting repairing renewing altering or making connections to the said existing main and works the corporation making good any damage caused to the said lands during the exercise of such rights :
- (2) The Company when constructing railways or other works over the said main and works of the corporation shall at their own expense take all due precautions and protective measures to the reasonable satisfaction of the corporation for the protection of the said main and works of the corporation from injury by such railways or other works or the use thereof and the Company shall defray all the costs to be incurred by the corporation of any diversion of the said main and works of the corporation which may become necessary by reason of the Company constructing railways or other works on the said lands or by the use thereof :

A.D. 1936.
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- (3) The Company shall also provide at their own expense access (inclusive of access for vehicles of the corporation and all others legally permitted by them) at all times and for all purposes to and from the remainder of the lands of the corporation adjoining the lands numbered 15 aforesaid and adjoining the lands numbered on the deposited plans 14 and 28 in the parish of South Hinksey such access to be provided to the reasonable satisfaction of the corporation and in positions reasonably approved by them :

Provided that the Company shall not be required to provide access across the railway to and from the remainder of the lands of the corporation adjoining the land numbered 14 aforesaid :

Provided also that nothing in this subsection contained shall be deemed to extend or enlarge any rights of user of any existing level crossing :

- (4) The Company when lengthening the bridge on the Abingdon Road in the parish of South Hinksey in the rural district of Abingdon in the county of Berks shall at their own expense take all due precautions and protective measures to the reasonable satisfaction of the corporation for the maintenance of the existing continuous supply of water for the district by and for the protection of the 6-inch water main and works of the corporation which cross the said bridge from injury by such lengthening and other works of the Company and the Company shall defray all costs to be incurred by the corporation of any diversion or alterations of the said water main and works of the corporation which may become necessary by reason of the lengthening of the said bridge and other works of the Company :
- (5) Nothing in this section contained shall prejudice alter or affect the rights of the Company or the corporation under any agreement between them relating to the mains pipes or other works of the corporation and where the

provisions of such agreement are inconsistent with the provisions of this section the provisions of the said agreement shall apply : A.D. 1936.

- (6) Any difference arising between the corporation and the Company respecting any of the matters referred to in this section shall be referred to and determined by a single arbitrator to be appointed (failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 or any statutory re-enactment or modification thereof shall apply to any such reference and determination.

34. For the protection of the mayor aldermen and burgesses of the borough of Royal Leamington Spa (hereinafter called "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

For protection of mayor aldermen and burgesses of Royal Leamington Spa.

- (1) Before the Company under the powers of the section of this Act of which the marginal note is "Power to Company to make alterations of roads footpaths &c." stop up and extinguish the rights of way over the footbridge in the borough of the Royal Leamington Spa referred to in that section the Company shall to the reasonable approval of the corporation construct and open for public use a new footpath not less than 8 feet in width between the northern end of the said footbridge and Lower Avenue at or near the junction of that avenue with Warwick Road and shall carry the same under the railways of the Company and the London Midland and Scottish Railway Company by means of the existing subway which is situate near to the eastern end of the Company's Leamington Spa station :
- (2) The Company shall to the like approval install gas or electric lighting along the new footpath and shall maintain the existing subway :
- (3) The new footpath shall be open to the public in perpetuity and shall at all times be maintained and lighted by the corporation.

A.D. 1936. Any difference arising between the corporation
— and the Company respecting any of the matters referred
to in this section shall be referred to and determined
by a single arbitrator to be appointed at the request
of either party after notice in writing to the other by the
President of the Institution of Civil Engineers and subject
as aforesaid the provisions of the Arbitration Acts 1889
and 1934 or any statutory re-enactment or modifica-
tion thereof shall apply to any such reference and
determination.

For protection
of London
Midland and
Scottish
Railway
Company.
35. Nothing in this Act shall authorise the
Company to enter upon take use or interfere with any
land property or works belonging to the London Midland
and Scottish Railway Company without the consent
in writing of that company.

For protec-
tion of
Monmouth-
shire Com-
missioners
of Sewers.
36. For the protection of the Monmouthshire
Commissioners of Sewers (hereinafter called "the com-
missioners") the following provisions shall have effect
unless otherwise agreed between the commissioners and
the Company (that is to say) :—

- (1) If the Company construct any works for the
purpose of or in connection with their railway
upon the lands at Severn Tunnel Junction by
this Act authorised to be acquired by the
Company and in so doing shall stop up vary
or otherwise alter any reens ditches or other
such works under the jurisdiction of the commis-
sioners or the flow of water therein they shall
so construct such works that the same shall
be carried over the said reens so stopped up
varied or otherwise altered by arches or bridges
of a height and span not less than the existing
arches or bridges carrying the railway over
the said reens and shall construct all such
additional works rendered necessary by reason
of any works constructed by the Company all
such works to be constructed to the reasonable
satisfaction of the commissioners :

Provided that nothing in this section contained
shall prejudice alter or affect the rights of the
Company or the commissioners under any
agreement between them relating to the reens
ditches or other works of the commissioners
and where the provisions of such agreement

are inconsistent with the provisions of this A.D. 1936.
section the provisions of the said agreement
shall apply : —

- (2) Any difference arising between the commissioners and the Company respecting any of the matters referred to in this section shall be referred to and determined by a single arbitrator to be appointed (failing agreement) at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers or the President of the Chartered Surveyors' Institution as the case may require and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 or any statutory re-enactment or modification thereof shall apply to any such reference and determination.

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

Stopping up
roads and
footpaths in
case of
diversion or
making of
new road or
footpath.

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

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

A.D. 1936.

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

As to
private
rights of
way over
lands taken
compul-
sorily.

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

Provision
as to repair
of new
roads and
footpaths.

39. The roads streets footpaths and highways to be made altered or diverted under the authority of this Act (except the stone steel or other structure of any bridge carrying the same over or under any railway of the Company which structure except where otherwise expressly provided by this Act shall be repaired and maintained by and at the expense of the Company) shall unless otherwise agreed or otherwise specially provided by this Act when completed respectively be repaired and maintained by and at the expense of the parties on whom the expense of maintaining the adjoining portion or portions of the same roads streets footpaths and highways now devolves.

Power to
make
agreements
as to con-
struction of
or contri-
bution
towards
cost of new
roads &c.

40. The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be stopped up with reference to the construction or contribution towards the costs of any new road street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing all or any of such new roads streets footpaths or highways in which they may be interested except the stone steel or other structure of any bridge over or under any railway.

41. In constructing the works other than the railways swingbridge and works in connection therewith by this Act authorised the Company may deviate from the lines thereof to the extent of the limits of deviation marked on the deposited plans and from the levels thereof as shown on the deposited sections to any extent not exceeding five feet but not so as to increase the rate of inclination as shown on the deposited sections of any new or altered road or street where such rate is greater than the rate of inclination prescribed by the Railways Clauses Consolidation Act 1845 and where such rate is less than that so prescribed it may be increased to such prescribed rate except where otherwise expressly provided by this Act.

A.D. 1936.

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Power to deviate in construction of works.

42. If the railways are not completed within a period of five years ending the first day of January one thousand nine hundred and forty-one or within such further period as the Minister of Transport may allow then as from the expiration of such period or further period the powers by this Act granted to the Company for making and completing the same or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Period for completion of railway.

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

Imposing penalty unless railway opened.

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

17 & 18 Vict.
c. 31.

Every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name

A.D. 1936. of the Accountant-General for and on behalf of the
— Supreme Court in the bank and to the credit specified in
such warrant or order and shall not be paid thereout
except as hereinafter provided.

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

Application
of penalty.

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

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

45. The powers of this Act for the compulsory purchase of lands by the Company shall cease on the expiration of a period of three years from the thirtieth day of September one thousand nine hundred and thirty-five.

A.D. 1936.
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Period for compulsory purchase of lands.

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

Power to owners to grant easements.

47. In settling any question of disputed purchase money or compensation payable under this Act by the Company the court or person settling the same shall not award any sum of money for or in respect of any improvement or alteration made or building erected or for or in respect of any interest in the lands created after the first day of November one thousand nine hundred and thirty-five if in the opinion of such court or person the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Compensation in case of recently altered buildings acquired by Company.

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

Owners may be required to sell parts only of certain properties.

- (1) The owner of and persons interested in any of the properties whereof the whole or part

A.D. 1936.
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is described in the Third Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the arbitrator to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the arbitrator") shall in addition to the other questions required to be determined by him determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the arbitrator shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum

for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the arbitrator : A.D. 1936.
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- (5) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the arbitrator may in his absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner :
- (6) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not he shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the arbitrator determines that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the arbitrator shall having regard to the circumstances of the case and his final determination think fit.

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

A.D. 1936. but for this section would or would not be subject to the provisions of section 92 of the Lands Clauses Consolidation Act 1845.

— The provisions of this section shall be stated in every notice given thereunder to sell and convey any of the scheduled properties.

Power to
acquire
easements
for con-
structing
tunnels on
railways.

49. And whereas the railways are shown on the deposited plans and sections as intended to be constructed in tunnel through or under the properties referred to in the Fourth Schedule to this Act at a depth of forty feet and upwards between the crown of the tunnel and the surface of the ground Therefore the Company may purchase and acquire easements or rights of constructing and using the railways through or under those properties without being obliged to purchase the land over such railways or any houses buildings manufactories or premises thereon respectively unless the tribunal to whom the question of disputed compensation shall be submitted shall determine that such rights or easements cannot be acquired or used by the Company without material detriment to such properties Provided that nothing in this section contained shall apply to any of the said properties where the surface of the ground is at a less height than forty feet above the crown of the said tunnels as the same shall be constructed Provided also that nothing in this section contained nor any dealing with any of the said properties in pursuance thereof shall relieve the Company from liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 in respect of any properties through or under which the Company may purchase or acquire an easement or right of constructing and using such tunnels.

Removal of
human
remains.

50.—(1) If and when the Company shall acquire any portion of the burial ground numbered 9 in the parish of Crowan in the rural district of Kerrier in the county of Cornwall on the deposited plans relating to bridge and lands at Nancegollan they shall before applying or using any part thereof for any of the purposes of this Act remove or cause to be removed the remains of all deceased persons interred in such portion of the said burial ground.

(2) Before proceeding to remove any such remains the Company shall publish a notice for three successive days in two local newspapers circulating in the said parish to the effect that it is intended to remove any such remains and such notice shall have embodied in it the substance of subsections (3) (4) (5) (6) and (7) of this section. A.D. 1936.
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(3) At any time within two months after the first publication of such notice any person who is an heir executor administrator or relative of any deceased person whose remains are interred in the said burial ground may give notice in writing to the Company of his intention to undertake the removal of such remains and thereupon he shall be at liberty to cause such remains to be removed to and re-interred in any burial ground or cemetery in which burials may legally take place.

(4) If any person giving notice as aforesaid shall fail to satisfy the Company that he is such heir executor administrator or relative as he claims to be the question shall be determined on the application of either party in a summary manner by the Helston County Court and that court shall have power to make an order specifying who shall remove the remains.

(5) The expenses of such removal and re-interment (not exceeding in respect of remains removed from any one grave the sum of fifteen pounds) shall be defrayed by the Company such sum to be apportioned if necessary equally according to the number of remains in the grave.

(6) If within the aforesaid period of two months no such notice as aforesaid shall have been given to the Company in respect of the remains in any grave or if after such notice has been given the person giving the same or (as the case may be) the person specified in any order of the county court made under subsection (4) of this section shall fail to comply with the provisions of this section the Company may remove the remains of the deceased person and cause them to be re-interred in such other burial ground or cemetery in which burials may legally take place as the Company think suitable for the purpose.

(7) All monuments and tombstones relating to the remains of any deceased person removed under this section shall at the expense of the Company be removed

A.D. 1936. and re-erected at the place of re-interment of such remains or at such place within the said parish as the county court may direct on the application (if any) of such heir executor administrator or relative as aforesaid or failing any such application on the application of the Company and the Company shall cause to be made a record of such monuments and tombstones and of their situation when re-erected showing the particulars respecting each monument and tombstone as a separate entry and such record shall be deposited at the General Register Office Somerset House London with the miscellaneous records in the custody of the Registrar-General.

(8) Any jurisdiction or power conferred on the Helston County Court by this section may be exercised by the registrar of the court.

(9) The removal of the remains of any deceased person under this section shall be carried out under the supervision and to the satisfaction of the medical officer of health of the rural district of Kerrier.

Confirma-
tion of con-
struction of
railway.

51.—(1) The Company may maintain and use the railway hereinafter described which has already been constructed (that is to say):—

A railway 1 furlong and 2·4 chains in length wholly in the county of Wilts commencing in the parish of Savernake in the rural district of Marlborough and Ramsey by a junction with the Company's Midland and South Western junction railway at a point 13 chains north-west of the bridge carrying the said junction railway over the road from Wootton Rivers to Savernake Forest and terminating in the parish of Wootton Rivers in the rural district of Pewsey by a junction with the Company's Marlborough branch railway at a point 1 chain north-west of the bridge carrying the said branch railway over the said road;

and the expenditure of money thereon is hereby sanctioned and confirmed.

(2) For the purposes of tolls fares rates and charges and for all other purposes the said railway shall form part of the undertaking of the Company.

52. The powers conferred on the Company by the Great Western Railway Act 1913 for the compulsory purchase of lands in the parish of Pyle in the rural district of Penybont and in the parish of Newton Nottage in the urban district of Porthcawl in the county of Glamorgan for the purposes of Deviation and Widening (No. 2) authorised by the said Act are hereby revived and extended except so far as such powers have already been exercised and shall continue in force for the period of three years from the thirtieth day of September one thousand nine hundred and thirty-five.

Revival and extension of time granted by Great Western Railway Act 1913 for compulsory purchase of lands.

53. The Company may from time to time out of any moneys in their hands not being moneys held on capital account subscribe for purchase or acquire shares stocks debentures or debenture stocks issued or created by any company having as its principal object the acquisition holding disposal and development of any estate or interest in lands buildings or property in the vicinity of a railway owned or worked by the Company either solely or jointly with any other company or owned or worked by any joint committee on which the Company is represented and the Company may advance moneys to such company on mortgage or on such other security as the Company may think fit.

Power to invest in land companies.

54. The Company may abandon (1) the maintenance and use of (a) so much of the Company's Marlborough branch railway authorised by the Marlborough Railway Act 1861 as lies between the bridge carrying the said branch railway over the road from Wootton Rivers to Savernake Forest and its termination at Marlborough and (b) so much of the Company's Rhondda and Swansea Bay railway authorised by the Rhondda and Swansea Bay Railway Act 1892 as lies between a point 10 chains south of the bridge carrying that railway over Villiers Street in the urban district of Briton Ferry in the county of Glamorgan and a point 37 chains north of the bridge carrying Shelone Road over the said railway and (2) the construction of Railway No. 4 authorised by the Great Western Railway Act 1911 and Railways Nos. 1 4 and 5 (Clydach Valley Railways) authorised by the Great Western Railway Act 1912.

Abandonment of railways.
24 & 25 Vict. c. clxvii.
55 & 56 Vict. c. clxxix.
1 & 2 Geo. 5. c. lxxv.
2 & 3 Geo. 5. c. lxxvi.

Subject to the provisions of this Act all the powers and obligations conferred or imposed upon the company

A.D. 1936. with respect to or in connection with the said railways
— by this Act authorised to be abandoned shall cease.

As to
bridges.

55.—(1) Except as in this section otherwise provided nothing in this Act shall be deemed to relieve the Company of any liability which they may be under at the date of the passing of this Act in respect of the maintenance of any bridge (which expression where used in this section includes the approaches thereto) carrying a highway over the railways authorised to be abandoned by this Act and of the highway thereon.

(2) The Company may at any time give to the authority body or person by whom the highway on either side of such bridge is maintained (hereinafter referred to as "the road authority") three calendar months' notice in writing requiring the road authority to take over the future maintenance of the bridge and the highway thereon upon terms to be agreed between the Company and the road authority or in default of agreement to be determined by arbitration and when and so soon as such terms have been so agreed or determined the said bridge and the site thereof shall by virtue of this Act be vested in the road authority who shall become and continue to be liable for the maintenance of the bridge and the highway thereon and all obligations upon the Company in respect thereof shall cease.

(3) The Company may at any time remove any such bridge and substitute a solid embankment therefor and alter the level of the highway (but not so as to increase the gradient thereof) and may carry out such other works as may be necessary or desirable in connection therewith and in the event of the Company carrying out such works and restoring the surface of the highway to the reasonable satisfaction of the road authority the embankment and works and the site thereof and the highway thereon shall on the expiration of three years after the completion of the before-mentioned works by virtue of this Act be vested in the road authority and thereupon all obligations upon the Company in respect thereof shall cease.

(4) Any difference arising between the Company and the road authority respecting any of the matters referred to in this section shall be referred to and

determined by an arbitrator to be appointed failing agreement at the request of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 shall apply to any such reference and determination. A.D. 1936.
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56. The abandonment by the Company under the authority of this Act of the said railways authorised by the *Great Western Railway Act 1911* and the *Great Western Railway Act 1912* respectively shall not prejudice or affect the right of the owner or occupier of any land to receive compensation for any damage occasioned by the entry of the Company on such land for the purpose of surveying and taking levels or probing or boring to ascertain the nature of the soil or setting out of the line of railway and shall not prejudice or affect the right of the owner or occupier of any land which may have been temporarily occupied by the Company for the purposes of the said railways to receive compensation for such temporary occupation or for any loss damage or injury which has been sustained by such owner or occupier by reason thereof or of the exercise as regards such land of any of the powers contained in the *Railways Clauses Consolidation Act 1845* or the respective Acts authorising the construction of the said railways. Compensation for damage to land by entry &c. for purposes of railways abandoned.

57. Where before the passing of this Act any contract has been entered into or notice been given by the Company for the purchase of any land for the purposes of or in relation to the railways or any part thereof referred to in the last preceding section of this Act the Company shall be released from all liability to purchase or to complete the purchase of any such land but notwithstanding full compensation shall be made by the Company to the owners and occupiers or other persons interested in such land for all injury or damage sustained by them respectively by reason of the purchase not being completed pursuant to the contract or notice and the amount and application of the compensation shall be determined in manner provided by the *Lands Clauses Acts* for determining the amount and application of compensation to be paid for lands taken under the provisions thereof. Compensation to be made in respect of railways abandoned.

A.D. 1936. **58.** The provisions of section 46 (Powers as to building on or over lands &c. of Company) of the Great Western Railway (Additional Powers) Act 1923 as amended by section 39 of the Great Western Railway Act 1933 and of section 66 (As to private street expenses in certain cases) of the Great Western Railway (Additional Powers) Act 1924 and of section 38 (Power to hold or sell or otherwise dispose of lands) of the Great Western Railway Act 1933 shall extend and apply to any lands acquired by the Company under the powers of this Act.

Application of certain sections of Acts of 1923 1924 and 1933.
13 & 14
Geo. 5. c. xxx.
23 & 24
Geo. 5. c. xx.
14 & 15
Geo. 5. c. i.

59.—(1) The Company in addition to and apart from any money which they are now authorised to borrow or to raise by the creation and issue of debenture stock may to the extent in the manner and for the purposes set forth in the scheduled agreement and on and subject to the conditions contained in that agreement borrow from the finance corporation moneys not exceeding in the aggregate the sum of five and one-half million pounds and in respect of any moneys so borrowed from the finance corporation the Company shall not be required to obtain the certificate of a justice under section 40 of the Companies Clauses (Consolidation) Act 1845.

Power to borrow from finance corporation.

(2) Any sums of money which under this Act or under the scheduled agreement may be treated by the Company as money borrowed by them from the finance corporation shall if so treated be deemed to be money borrowed by the Company under this section.

60. The following provisions shall have effect with respect to the Company in relation to the borrowing of money from the finance corporation and in respect of the moneys so borrowed (that is to say):—

Provisions relative to moneys borrowed from finance corporation.

(1) The Company may during the period commencing on the date on which any money is borrowed by them from the finance corporation and ending on the date on which the works and facilities specified in Part I of the First Schedule to the scheduled agreement are completed charge to capital account the interest on that part of such borrowed money as is applied for the purposes of the scheme contained in the said First Schedule and as would properly be chargeable to capital account:

(2) The Company may also charge to capital account such sums payable by them in pursuance of clause 8 of the scheduled agreement as are payable in respect of works the cost whereof is properly chargeable to capital account and in respect of the period commencing on the date on which interest on the securities created by the finance corporation first becomes payable and ending on the date on which the works and facilities specified in Part I of the First Schedule to the scheduled agreement are completed : A.D. 1936.
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(3) Subject to and in accordance with the provisions of the scheduled agreement the Company may—

(a) pay any sums payable by them in pursuance of clause 8 of the scheduled agreement notwithstanding that the securities issued by the finance corporation in respect of which the sums payable under the said clause may have become due may have been issued before the passing of this Act or before the date upon which the money is first borrowed by the Company from the finance corporation under the powers of this Act;

(b) defray the proportion apportioned to them under the scheduled agreement of the costs and expenses of and incidental to the formation administration and winding-up of the finance corporation and to the creation issue underwriting (if any) and management of its securities;

(c) treat as money borrowed by them from the finance corporation—

(i) any sum which the Company are liable to pay to the finance corporation in respect of any discount allowed on the issue of any securities created by the finance corporation for the purpose of raising any money borrowed by the Company from the finance corporation;

(ii) such proportion of any losses of the finance corporation on capital account on realisation of any investments in which

A.D. 1936.
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money raised by the finance corporation has been invested pending the borrowing thereof by the railway companies as shall be apportioned to the Company in accordance with the scheduled agreement;

(iii) any sum payable by them in pursuance of clause 8 of the scheduled agreement which is treated by the finance corporation as money borrowed by the Company;

(iv) the sums paid by them under paragraph (b) hereof so far as properly chargeable to capital;

(d) execute and do all such deeds instruments acts and things as may be necessary on their part to give full effect to the arrangements contemplated by the scheduled agreement.

Creation
and charge
of debenture
stock.

61.—(1) There shall by virtue of this Act and without any further or other authority be created such an amount (not exceeding in the aggregate five and one-half million pounds) of four per centum debenture stock of the Company as at the nominal or par value thereof shall be equivalent to the amount of the moneys which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement.

(2) The Company from time to time as such moneys are borrowed shall in accordance with the provisions of clause 13 of the scheduled agreement charge the debenture stock created under this section as collateral security for the repayment of the moneys so borrowed. Provided that the total amount of the debenture stock which the Company may be required to charge as collateral security under this subsection shall not at its nominal or par value exceed the sums of money which the Company shall in the aggregate borrow from the finance corporation under the terms of the scheduled agreement.

(3) The debenture stock created by this section shall be issued only to the finance corporation and at such time or times and in such amount or amounts as

the finance corporation with the consent of the Treasury A.D. 1936.
first obtained may direct but so that the Company
shall not be required to issue to the finance corporation
any greater amount of such stock than at its nominal or
par value shall be equivalent to the moneys borrowed
by the Company from the finance corporation and for
the time being outstanding or to issue any such stock to
the finance corporation unless that corporation shall first
have obtained the consent of the Treasury to such issue.

(4) The debenture stock created by this section and
the holders thereof shall unless otherwise provided by
the terms of creation or issue thereof be subject and
entitled to the same powers provisions forfeitures
liabilities rights privileges and incidents as if that stock
were part of the then existing stock of the Company of
the same class and denomination.

62. The Company shall not be charged with or be Company
liable to any duty in respect of the issue or charge of not to be
the debenture stock created by this Act and charged liable to
by way of collateral security in pursuance of the duty.
scheduled agreement.

63.—(1) When and so soon as the Company shall Release
have repaid to the finance corporation the whole of the and can-
moneys borrowed by them from the finance corporation cellation of
in pursuance of this Act the debenture stock created charged
and charged by way of collateral security under the securities
section of this Act of which the marginal note is and power
"Creation and charge of debenture stock" shall be to create
released from such charge and thereupon shall be new stock in
cancelled. lieu
thereof.

(2) The Company may by virtue of this Act and
without any further or other authority at any time or
times after such repayment or prior to such repayment
for the purpose of providing moneys therefor and in
such manner and on such terms and conditions as they
may determine create and issue stock to produce a sum
equivalent to the nominal amount of the debenture
stock so released or to be released or borrow such sum
on mortgage of their undertaking and such stock may
be created and issued either as debenture stock or as
stock of any other denomination and either redeemable
or irredeemable or by any one or more of such methods
Such stock shall be issued at such time or times and

A.D. 1936. — shall carry such rate or varying rates of interest or guaranteed or preferential dividend as the directors of the Company may at the time of any such creation or issue by resolution determine and any preference stock so issued may notwithstanding anything contained in the Companies Clauses Act 1863 bear such rate of dividend as the directors of the Company may determine.

(3) All moneys raised under this section by the issue of stock debenture stock or borrowing shall be applied only to the general purposes of the undertaking of the Company to which capital is properly applicable.

54 & 55 Vict.
c. 39.

(4) Section 113 of the Stamp Act 1891 as altered and amended by subsequent enactments shall apply in all respects to the increase of capital authorised by this section as though the issue of any stock (not being debenture stock) authorised by this section were the authorisation within the meaning of the said section 113 of the increase of nominal capital of the Company to the amount of stock so issued and in lieu of the stamped statement to be delivered thereunder there shall be delivered by the Company to the Commissioners of Inland Revenue a similar stamped statement on every occasion of and within one month after the issue of any such stock relating to the amount of such issue and the provisions of the said section 113 (as altered and amended as aforesaid) shall apply thereto subject to the modification imposed by this subsection.

As to new
capital.

64. The following provisions shall apply to and have effect in respect of any new stock created and issued by the Company pursuant to the powers of the section of this Act of which the marginal note is "Release and cancellation of charged securities and power to create new stock in lieu thereof" (that is to say):—

As to
disposal of
stock.

(1) Notwithstanding anything contained in the Companies Clauses Act 1863 in issuing any portion of such new stock (including debenture stock) the Company may dispose of all or any part thereof at such time to such persons on such terms and conditions and in such manner as the directors of the Company think advantageous to the Company :

- (2) Any such new stock and the holders thereof shall unless otherwise provided by the terms of creation or issue thereof be subject and entitled to the same powers provisions forfeitures liabilities rights privileges and incidents as if that stock were part of the then existing stock of the Company of the same class and denomination : A.D. 1936.
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Stock
subject to
same
incidents as
existing
stock.
- (3) Notwithstanding anything contained in the Companies Clauses Act 1863 or in any other Act any such new stock shall if created as preference stock or guaranteed stock and if the Company by the resolution or resolutions from time to time sanctioning the creation thereof so determine be deemed to form part of and shall rank *pari passu* in all respects with and shall confer the like privileges and shall bear the same dividend and be subject to the like restrictions as the existing consolidated preference stock or consolidated guaranteed stock of the Company or any other preference stock or guaranteed stock of the Company respectively which may be in existence at the date of the creation of such stock or shall rank with such priorities in respect of the said existing stocks and shall confer such privileges and be subject to such restrictions as the Company by the said resolution or resolutions shall determine : As to
preference
and
guaranteed
stocks.
- (4) If the Company after having created any such new stock determine not to issue the whole of the stock created they may cancel the unissued stock and (so always that the limitation of amount imposed by subsection (2) of the section of this Act of which the marginal note is "Release and cancellation of charged securities and power to create new stock in lieu thereof" in respect of the sum to be produced by the creation and issue of stock or borrowing on mortgage of their undertaking be observed) may from time to time thereafter create and issue instead thereof other new stock of an aggregate amount not exceeding the aggregate amount of the stock so cancelled and in like manner the Company may create Power to
cancel
unissued
stock.

A.D. 1936.

and issue stock in lieu of any stock which may have been issued and redeemed and the provisions of the last preceding subsection or of the subsection of this section of which the marginal note is "As to redeemable stocks" shall extend and apply to such stock:

As to votes
in respect of
preference
and
guaranteed
stocks.

- (5) Unless as otherwise expressly provided by the terms of the creation or issue thereof the holders of any such new preference stock or guaranteed stock shall have the like rights of voting as the holders of the existing consolidated preference stock or consolidated guaranteed stock of the Company respectively:

As to
redeemable
stocks.

- (6) The Company may create and issue any such new preference stock or guaranteed stock or debenture stock so as to be redeemable at such times and in such manner and on and subject to such terms and conditions and to bear such rate or rates of dividend or interest to rank for payment *pari passu* with and to be deemed to form part of such of the then existing stocks of the Company or otherwise as the directors of the Company at the time or times of the creation or issue thereof shall determine;

There shall be stated on the certificate of any such new stock which the Company issue as redeemable stock the time at which and the manner in which and the terms and conditions on and subject to which such stock is to be redeemed;

For the purpose of providing money for paying off or redeeming any such redeemable preference stock redeemable guaranteed stock or redeemable debenture stock the Company may create and issue other stock either ordinary stock preference stock guaranteed stock or debenture stock and either redeemable or not or may re-issue any preference stock guaranteed stock or debenture stock originally created and issued in pursuance of the powers of the section of this Act of which the marginal note is "Release and cancellation of charged securities and power to create new stock

“in lieu thereof” Provided that the creation and issue of any particular class of stock in pursuance of the provisions of this subsection do not make the total amount of that class of stock issued exceed the amount of that class of stock which the Company are for the time being authorised to create and issue except during the necessary interval between the creation and issue of the new stock and the redemption of the old stock and in ascertaining the total amount of each class of stock issued all ordinary stocks preference stocks guaranteed stocks and debenture stocks shall respectively be deemed to be of one and the same class: A.D. 1936. —

- (7) The Company may from time to time set aside out of net revenue and after providing for the payment of interest or dividends on any loans mortgages bonds or debenture stock or rent-charge guaranteed or preference stock of the Company and for other fixed charges and obligations such sums as the Company may consider proper for the purpose of forming a fund for the redemption at maturity of any redeemable stock which the Company may have issued in pursuance of the provisions of this section and which under the conditions of the issue thereof is redeemable wholly or partly in cash and the Company may invest any sums so set apart and the income therefrom in any securities in which trustees are for the time being by law authorised to invest trust funds or in any other securities (not being except as hereinafter provided securities of the Company) in which they may be authorised to invest those sums by a resolution passed at a general meeting of the Company; Redemption fund.

All sums so set apart shall be applied to the redemption at maturity of any redeemable stock for the redemption of which they have been set apart or may if the directors of the Company think fit be applied in the purchase of any such stock at a price not exceeding the redemption price and any stock so purchased shall be treated as redeemed.

A.D. 1936.

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Mortgages
already
granted by
Company
to have
priority.

65. All mortgages or bonds granted before the passing of this Act by the Company or by or in the name of any company whose undertaking has under the powers of any Act of Parliament or Order or Scheme been purchased by the Company or amalgamated with the undertaking of or vested in the Company shall during the continuance of such mortgages or bonds and subject to the provisions of the Acts under which such mortgages or bonds were respectively granted have priority over all mortgages granted after the passing of this Act by the Company. But nothing in this section contained shall affect any priority of the interest on any debenture stock at any time created and issued by the Company.

As to
interest on
debenture
stock.

66. Notwithstanding anything contained in Part III of the Companies Clauses Act 1863 the interest on all debenture stock at any time after the passing of this Act created and issued by the Company under the powers of this Act shall rank *pari passu* with the interest on all mortgages at any time after the passing of this Act granted by the Company and shall have priority over all the principal moneys secured by such mortgages.

Interest on
money
advanced
beyond
calls.

67. Nothing in this Act shall prevent the Company from paying such interest on money advanced beyond the amount of calls actually made as is in conformity with the Companies Clauses Consolidation Act 1845 but save as aforesaid or as otherwise provided by this Act no interest or dividend shall be paid out of any capital moneys of the Company.

Confirma-
tion of
agreement
with cor-
poration
of Wolver-
hampton
and Jessie
Margaret
Fowler.

68. The agreement dated the twentieth day of April nineteen hundred and thirty-six and made between the mayor aldermen and burgesses of the county borough of Wolverhampton of the first part Jessie Margaret Fowler of "Louieville" Western Road Cheltenham in the county of Gloucester widow of the second part and the Company of the third part and set out in the Second Schedule to this Act hereinbefore referred to is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly and the corporation are by this Act empowered to convey to the Company the land referred to in the said agreement in manner therein mentioned.

69. The Company may apply to all or any of the purposes of this Act to which capital is properly applicable any moneys from time to time raised by them and which are not by any of the Acts or any scheme under the Railways Act 1921 or other enactment relating to the Company made applicable to any special purpose or which being so made applicable are not required for the special purpose.

A.D. 1936.

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Power to
apply
funds to
purposes of
Act.

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

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

71. Nothing in this Act contained shall exempt the Company or their railways from the provisions of any general Act relating to railways or the better or more impartial audit of the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the Company.

Provisions
as to
general
Railway
Acts.

72. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Crown
rights.

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

Costs of
Act.

A.D. 1936.

The SCHEDULES referred to in the
foregoing Act.

FIRST SCHEDULE.

AN AGREEMENT made this thirtieth day of November one thousand nine hundred and thirty-five between THE COMMISSIONERS OF HIS MAJESTY'S TREASURY (hereinafter called "the Treasury") of the first part and THE GREAT WESTERN RAILWAY COMPANY of the second part the LONDON MIDLAND AND SCOTTISH RAILWAY COMPANY of the third part THE LONDON AND NORTH EASTERN RAILWAY COMPANY of the fourth part and the SOUTHERN RAILWAY COMPANY of the fifth part (all of which railway companies are collectively hereinafter referred to as "the Railway Companies").

WHEREAS His Majesty's Government are desirous that the facilities for transport of passengers and merchandise provided by the Railway Companies may be increased by the electrification of lines the provision of new equipment and improvement of railway works as set out in relation to each of the Railway Companies in the First Schedule hereto and that the works therein specified should be commenced as speedily as possible with a view to the early provision of the new and improved public services and facilities which it is intended shall result therefrom :

And whereas the total cost of the execution of the said works is estimated at £29,500,000 and the Railway Companies are unable to undertake at the present time the whole of the work involved without the financial assistance from His Majesty's Government provided for in this agreement :

And whereas having regard to the public advantages to accrue from the early execution of the said works His Majesty's Government are willing subject to the sanction of Parliament to assist the Railway Companies in raising moneys for that purpose by giving such guarantee as is hereinafter provided :

Now therefore it is agreed as follows :—

1. Each of the Railway Companies shall as soon as practicable in the next available session apply to Parliament for and use its best endeavours to obtain (in so far as it does not already

possess such powers) the statutory powers hereinafter referred to and all such other statutory powers (if any) as may be necessary to enable this agreement to be carried into effect and subject to the necessary statutory powers being obtained shall execute the works to be undertaken by it in accordance with the First Schedule hereto as speedily as may be and shall complete such works not later than the 1st day of January 1941 or within such further period as the Minister of Transport may allow. Provided that if any one of the Railway Companies shall hereafter satisfy the Minister of Transport that it is desirable that any of the works comprised in the First Schedule hereto which it is intended it shall carry out should be varied or that additional work should be added thereto the said schedule shall be deemed to be amended to the extent to which the Minister shall certify that he is so satisfied and shall have effect accordingly.

A.D. 1936.
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2. In consideration of the premises and of the further provisions of this agreement the Treasury will in the next session cause to be submitted to Parliament a Bill—

- (a) conferring on the Treasury such statutory powers as may be necessary to enable the Treasury to guarantee the payment of the principal of a loan not exceeding £26,500,000 to be raised by the Finance Company to be formed in accordance with clause 3 of this agreement and interest thereon; and
- (b) providing that stamp duty shall not be payable upon this agreement or upon any agreement in variation of this agreement or upon any agreements which shall be made by the Railway Companies or any of them with the said Finance Company providing for or securing the repayment of the advances to be made by the said Finance Company to the Railway Companies respectively or otherwise for giving effect to the provisions of this agreement.

3. As soon as the powers contemplated by the preceding clause have been obtained from Parliament the Treasury will cause a company (in this agreement referred to as "the Finance Company") to be formed with a nominal share capital for the purpose of raising and lending to the Railway Companies a sum or sums not exceeding in the aggregate £26,500,000 as aforesaid.

The said sum or sums shall be raised at such time or times as the Treasury may determine by the issue of securities of the Finance Company guaranteed as to principal and interest by the Treasury in accordance with the terms of an agreement to be entered into between the Treasury and the Finance Company. The said securities shall mature for repayment at par on such date as may be fixed by the Treasury not being less than fifteen or more than twenty-five years from the date of issue thereof.

A.D. 1936. — and shall be issued at such price and carry interest at such rate as may be approved by the Treasury and the Railway Companies and shall otherwise be issued upon such terms as the Finance Company and the Treasury may agree after consultation with the Railway Companies and such terms may include an option to the Finance Company to redeem the whole or any part of the securities at a date prior to the date fixed by the Treasury as aforesaid (upon notice to the holders of such securities) at any time after the expiration of such period from the date of such issue as the said terms may provide.

4. To the extent to which and as soon as they have obtained or obtain the necessary powers herein provided for the respective Railway Companies shall borrow from the Finance Company such sums not exceeding in the aggregate £26,500,000 as shall be raised by the Finance Company under the foregoing provisions of this agreement for the purposes of—

- (a) the payment of the cost of such of the works comprised in the First Schedule hereto as they respectively may be authorised to carry out and of such further works as they may undertake with the approval for this purpose of the Minister of Transport;
- (b) the payment of the costs and expenses for which they respectively are liable under clause 10 hereof so far as properly chargeable to capital;
- (c) the payment of interest on moneys borrowed which they may be authorised to pay out of or charge to capital or to pay or provide out of advances; and
- (d) the payment of any sums for which they respectively are liable under the provisions of clauses 8 and 9 hereof.

The said sums shall be borrowed by the respective Railway Companies in the proportions set out opposite their respective names in the Second Schedule hereto which proportions may be varied by agreement between the Railway Companies with the approval of the Treasury the said proportions with such variations as aforesaid (if any) being hereinafter referred to as the "agreed proportions."

5. Each of the Railway Companies shall pay interest on the moneys borrowed by it from the Finance Company at the effective rate at which those moneys are raised by the Finance Company under clause 3 hereof taking into account any premium or discount at which the securities in respect thereof were issued. The first payment of interest shall be calculated from the date when the money is borrowed to the next half-yearly date for payment of interest by the Finance Company on the said securities and shall be payable three days in advance

of such half-yearly date Thereafter interest shall be payable A.D. 1936.
by half-yearly instalments calculated up to the half-yearly
dates for payment of interest by the Finance Company on the
said securities but payable three days in advance thereof.

6. In the case of default in payment of any interest under the last preceding clause the Finance Company may with the consent of the Treasury give notice thereof to the Railway Company so defaulting and if such interest is not paid within seven days after receipt of such notice the whole of the moneys borrowed by that Railway Company and then outstanding shall become immediately due and payable.

7. So much of the sums raised under clause 3 hereof as shall not for the time being be lent to the Railway Companies shall be invested by the Finance Company to such an extent and in such manner as the Finance Company (after consultation with the Treasury) may think fit.

8. The Railway Companies shall pay to the Finance Company such sums as together with the interest payable under clause 5 hereof on the moneys borrowed by them and any income from the investment of the unborrowed moneys under clause 7 hereof (including any realised profits from investments) will provide the amount required to discharge the interest payable by the Finance Company in respect of the sums raised under clause 3 of this agreement. Provided that in computing the sums payable by the Railway Companies under this clause no account shall be taken of any part of the sums so raised as aforesaid (or of any of the income from investment as aforesaid which the Treasury determine to be fairly attributable to the investment of such part) if such part cannot be borrowed under this agreement by reason of the refusal of Parliament to grant the borrowing powers in respect thereof in this agreement provided for.

The sums payable under this clause shall be paid in the agreed proportions and shall be due three clear days before the interest payable by the Finance Company on its securities becomes due. The Finance Company shall be at liberty to deduct any sum payable under this clause from the unborrowed proceeds of its securities and may as soon as the requisite borrowing powers have been obtained by the Railway Company by whom it is payable either recover the sum from that Railway Company or treat such sum as money borrowed by that Railway Company.

9. Any losses on capital account which may be made by the Finance Company in the investment of the unborrowed proceeds of its securities (except such losses as the Treasury may determine to be fairly attributable to the investment of moneys in respect of which Parliament has refused to grant

A.D. 1936. borrowing powers) shall be treated as moneys borrowed by the
— Railway Companies under this agreement to be apportioned
between them in the agreed proportions.

10. The Railway Companies agree to defray the costs and expenses of and incidental to the formation administration and winding-up of the Finance Company and to the creation issue underwriting (if any) and management of its securities Such costs and expenses shall be apportioned between the Railway Companies in the agreed proportions The Railway Companies shall respectively receive credit for any stamp duties paid by them on any securities issued by the Finance Company in respect of any moneys which any of them may be unable to borrow by reason of the refusal of Parliament to grant borrowing powers to that Company in respect thereof.

11. Each of the Railway Companies shall deposit in an account to be opened at the Bank of England in the joint names of the Railway Company so making the deposit and the Finance Company all moneys borrowed by it and then outstanding one calendar month before the date of final maturity of the securities issued by the Finance Company out of the proceeds of which such moneys were advanced Provided that if the Finance Company has an option to redeem its securities in whole or in part at any prior date any of the Railway Companies may request the Finance Company to exercise its option to such extent as such Railway Company may require and in that event such Company will one calendar month before the date fixed by the Finance Company for such redemption deposit in manner aforesaid such part of the moneys borrowed by such Railway Company as will enable the Finance Company to redeem the securities in respect of which the option has been exercised.

The moneys so deposited shall be released by the Railway Company to the Finance Company on the day prior to the date fixed for the redemption of such securities but the Railway Company shall pay to the Finance Company interest on the money so deposited at the rate provided for in clause 5 hereof up to the date so fixed Any interest earned by the moneys in the deposit account shall be for the account of the Railway Company If the sums raised by the Finance Company were raised by the issue of its securities at a discount the amount of such discount shall for the purposes of this clause and of clauses 6 and 13 hereof be added to and be deemed to form part of the moneys borrowed by the Railway Company.

12. Each of the Railway Companies will in the next session of Parliament promote a Bill and will use its best endeavours to procure it to be passed into law providing (*inter alia*)—

(a) for the creation by virtue of the Act itself of such an amount of 4 per cent. debenture stock of the

Railway Company as at its nominal or par value shall be equivalent to the total amount which the Railway Company shall borrow from the Finance Company under this agreement; A.D. 1936.
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- (b) for the issue by the Railway Company to the Finance Company from time to time of such debenture stock as collateral security for such moneys as shall be borrowed by the Railway Company as aforesaid and for such debenture stock to be issued at such time or times and in such amount or amounts as the Finance Company with the approval of the Treasury first obtained may direct but providing also that the Railway Company shall not be required to issue to the Finance Company in the aggregate a greater amount of the said debenture stock than at its nominal or par value is equivalent to the moneys so borrowed by the Railway Company as aforesaid and for the time being outstanding nor to issue any of the said stock to the Finance Company unless that Company first obtain the approval of the Treasury;
- (c) for power for the Railway Company to borrow to the extent in the manner and for the purposes set out in this agreement;
- (d) for the redemption by the Railway Company of any of the said debenture stock so charged as collateral security as aforesaid upon payment under the terms of this agreement of the whole of the moneys it may borrow as aforesaid and upon such redemption or upon the release of any of the said debenture stock from the said charge pursuant to clause 14 hereof for right and power to the directors of the Railway Company to cancel the stock so redeemed or released and to create and issue stock in the capital of the Company equal in value to the debenture stock so redeemed or released either as a redeemable or irredeemable stock of any description and carrying such rate or varying rates of interest as they may think fit;
- (e) if and so far as such powers may be necessary or expedient for power to the Railway Company to carry out the works to be undertaken by it in accordance with the First Schedule hereto and to acquire compulsorily or by agreement such lands and properties easements or other interests in lands as may be necessary for the purpose;
- (f) for power to the Railway Company to treat all sums payable under clause 8 of this agreement as if they were interest on advances made under this agreement;

A.D. 1936.
—

(g) that the Railway Company shall not be charged with or be liable to loan capital duty on the debenture stock to be created by them as aforesaid or with any duty in respect of the issue thereof as collateral security until upon such debenture stock being released from the said charge the Railway Company shall issue or re-issue such stock.

Any such Bill may if any of the Railway Companies so desire contain a provision conferring power on the Railway Company to charge to capital during construction interest on so much of the moneys borrowed under this agreement as is expended on works the cost whereof is properly chargeable to capital account.

13. As collateral security for the repayment of the sums borrowed from the Finance Company each of the Railway Companies shall charge in favour of the Finance Company the 4 per cent. debenture stock to be created under the Bills to be promoted by them respectively under clause 12 hereof. Such charge shall be in the usual form to be approved by the Treasury and shall provide for the issue at the request of the Finance Company made with the consent of the Treasury of the said stock to the Finance Company or its nominee as the request may direct and for the usual power of sale of such stock.

14. As the cost of the works to be provided for out of the moneys borrowed under this agreement by each of them the London Midland and Scottish Railway Company and the London and North Eastern Railway Company includes the cost of anticipating the replacement of certain wasting equipment each of them the London Midland and Scottish Railway Company and the London and North Eastern Railway Company will provide the amounts of £1,250,000 and £896,580 respectively by annual instalments over a period not exceeding 15 years from the date of the first issue of securities by the Finance Company. The annual sums so provided shall be invested from time to time in the securities of the Finance Company if purchased at or below par or in such other securities as may be approved by the Treasury. Such securities shall be charged in favour of the Finance Company as collateral security for the sum borrowed by the respective Railway Company under this agreement and for the time being outstanding and upon such charge being given the 4 per cent. debenture stock of the Railway Company of a nominal amount equal to the actual sum invested in the securities so charged shall be released from the charge to be given under Clause 13 of this agreement.

15. (a) If any of the Railway Companies are refused by Parliament any of the powers referred to in clause 12 hereof (other than those in paragraph (d) thereof) in respect of any part

of the works to be undertaken by it in accordance with the First Schedule hereto or any money to be borrowed in respect thereof such Company shall at its option be relieved of its obligations under this agreement as regards that part of the works in respect of which such powers have been refused. A.D. 1936.

(b) If the London and North Eastern Railway Company are refused by Parliament any such powers as aforesaid in respect of the work numbered 1 (Electrification of the line from Manchester to Sheffield including provision of rolling stock and other equipment) specified in Part III of the First Schedule hereto or any money to be borrowed in respect thereof the London and North Eastern Railway Company shall not only be relieved of its obligations under this agreement as regards the said work but also shall at its option be relieved of its obligations under this agreement with regard to all or any of the other works specified in Part III of the said schedule.

16. In the execution of the works comprised in the First Schedule hereto the following conditions shall be observed by the Railway Companies :—

- (a) all plant machinery and materials required in connection with the said works shall so far as practicable be of United Kingdom origin and all manufactured articles shall (unless the Treasury shall otherwise agree in writing) be wholly manufactured in the United Kingdom (preference being given other things being equal to firms in the special areas as defined in the First Schedule to the Special Areas (Development and Improvement) Act 1934) and all contracts relating to the said works shall require the contractors to certify on their own behalf and on behalf of their sub-contractors that such stipulations shall be carried out and the Railway Companies shall take all reasonable steps to ensure that such stipulations are observed by their contractors and shall report to the Treasury any modification of or failure to give such certificate; 25 & 26
Geo. 5. c. 1.
- (b) in all contracts connected with the carrying out of the said works a clause shall be inserted requiring all contractors and sub-contractors employed on any such works to pay rates of wages and to observe hours of labour not less favourable than those commonly recognised by employers and trade societies (or in the absence of such recognised wages and hours those which in practice prevail among good employers) in the trade in the district where the work is carried out Where there are no such wages and hours recognised or prevailing in the district those recognised or prevailing

A.D. 1936.
—

in the nearest district in which the general industrial circumstances are similar shall be adopted Further the conditions of employment generally accepted in the district in the trade concerned shall be taken into account in considering how far the terms of this clause are being observed The Railway Companies shall take all reasonable steps to secure the observance of the terms of this clause by all contractors and sub-contractors and for the exhibition of notices at the works of all contractors and sub-contractors regarding fair wages for the information of workpeople and for the inspection of wages books in order to see that the terms of this clause have been properly adhered to;

- (c) if any of the work is carried out by any of the Railway Companies by direct labour the wages and other conditions of employment of such labour shall be those in force in the Company's service on similar work;
- (d) all additional labour required for carrying out the works shall be selected from suitable workpeople submitted by the employment exchanges Provided always that whenever the employment exchanges are unable to submit suitable workpeople within a reasonable period the Railway Company may make other arrangements for the engagement of such workpeople Provided also that the Railway Companies shall be entitled to engage direct for the purpose of these works any specially qualified workpeople usually employed by them to do work of a specialised character;
- (e) if work is carried out by contractors they shall be required to enter into contracts embodying provisions in terms similar mutatis mutandis to the last preceding paragraph of this clause.

17. Each of the Railway Companies shall give and so far as lies in its power procure to be given to the Treasury all such information as the Treasury may reasonably require with regard to the progress of the said works undertaken by it and the purchase of plant machinery and materials therefor the amount actually expended thereon the number of workmen of different trades or grades employed in connection therewith and generally all such other information as the Treasury may reasonably require and as the Company may be in a position to give or obtain.

18. Each of the Railway Companies shall as soon as may be enter into such agreement with the Finance Company as may be necessary to ensure that they are under such obligations to the Finance Company as are specified in the foregoing provisions of this agreement.

In witness whereof the Right Honourable Neville Chamberlain and Archibald Richard James Southby Commander R.N. two of the Commissioners of His Majesty's Treasury have hereunto set their hands and seals and the common seals of the Companies parties hereto respectively of the second third fourth and fifth parts have been hereunto affixed the day and year first before written. A.D. 1936.

THE FIRST SCHEDULE.

PART I.

WORK TO BE UNDERTAKEN BY THE GREAT WESTERN RAILWAY COMPANY.

1. Construction of a new line from near St. Germans to Looe including provision of diesel cars for the local services and other development works in connection with the line.
2. Construction of a new deviation line from Dawlish Warren to Newton Abbot.
3. Doublings of certain sections of line lengthening of platforms and crossing places and provision of new loops on the Barnstaple Minehead Newquay and Porthcawl branch lines.
4. Reconstruction and enlargement of important stations including Banbury Exeter Llanelly Oxford Paignton Penzance Plymouth (North Road) and Weymouth and minor improvements including the provision of loop lines at a number of other stations throughout the system.
5. Enlargement of marshalling yards goods depots and carriage sheds at Brentford Cannock Road Hockley Old Oak Common and Severn Tunnel Junction and minor improvements at other places throughout the system.
6. Adaptation of certain lines for use by heavier engines.
7. Alterations of passenger rolling stock.
8. Extension of automatic train control and track circuiting and provision of improved signalling telegraph and telephone arrangements.

A.D. 1936.

PART II.

WORK TO BE UNDERTAKEN BY THE LONDON MIDLAND AND
SCOTTISH RAILWAY COMPANY.

1. Electrification of portions of the Company's railway in the Wirral Peninsula and the establishment of through passenger train working over that railway and the Mersey Railway between Liverpool and New Brighton and Liverpool and West Kirby (including the provision of rolling stock and other equipment).

2. Conversion of Stonebridge Park (Wembley) Power Station to 50 cycles frequency and alterations of sub-stations and other works and equipment.

3. Construction of 369 new steam locomotives.

4. Construction of 270 new carriages.

5. Reconstruction and replanning of the Euston terminus.

6. Installation of colour light signalling between Euston and Willesden Junction and at Birmingham Crewe Preston Rugby Stafford Warrington and Wigan provision of intermediate block sections at three points between Crewe and Euston extension of track circuiting and other signalling works.

7. Improvement of accommodation at various passenger and goods stations.

PART III.

WORK TO BE UNDERTAKEN BY THE LONDON AND NORTH
EASTERN RAILWAY COMPANY.

1. Electrification of the line from Manchester to Sheffield (including provision of rolling stock and other equipment).

2. Improvements to the following lines :—

Colchester to Clacton (including doubling between Thorpe-le-Soken and Clacton);

Felixstowe Branch (including doubling between Westerfield and Felixstowe Town);

Shenfield Junction to Southend;

Ely to Newmarket.

3. Provision of running loops at ten places between Grantham and Doncaster (with colour light signalling between Grantham and Barkston) and four places between Edinburgh and Berwick (with colour light signalling between Prestonpans and Berwick).

4. Provision of additional carriage and storage sidings at Edinburgh Craigendoran and Cowlairs and additional facilities at Bathgate Junction and Broxburn. A.D. 1936. —

5. Station improvements including colour light signalling at Doncaster and York and structural improvements at King's Cross.

6. Construction of 43 new steam locomotives.

7. Construction of additional passenger carriages and conversion of gaslit rolling stock to electric lighting.

8. Colour light signalling between York and Darlington and at Newcastle-on-Tyne Edinburgh (East) and Cowlairs.

9. Extension of safety precautions (track circuiting and automatic train control).

10. Additional accommodation for the fish trade at Hull and Grimsby Docks.

PART IV.

WORK TO BE UNDERTAKEN BY THE SOUTHERN RAILWAY COMPANY.

1. Electrification of the following lines (including provision of rolling stock and other equipment) :—

(a) Hampton Court Junction to Portsmouth via Woking and Guildford.

(b) Woking to Farnham.

(c) Weybridge to Staines.

(d) Dorking to Arundel Junction and West Worthing to Havant including the branches to Littlehampton and Bognor.

(e) Sevenoaks to Hastings via Tunbridge Wells.

(f) Gravesend and Swanley Junction to Chatham and Gillingham.

(g) Strood to Maidstone.

2. Construction of portion of a new railway from Motspur Park to Leatherhead.

3. Reconstruction of Templecombe Twickenham and other stations.

A.D. 1936.

THE SECOND SCHEDULE.

THE PROPORTIONS REFERRED TO IN CLAUSE 4 HEREOF.

Great Western Railway Company ... Eleven fifty-third parts.
London Midland and Scottish Railway Company. Eighteen fifty-third parts.
London and North Eastern Railway Company. Twelve fifty-third parts.
Southern Railway Company ... Twelve fifty-third parts.

Signed sealed and delivered by }
the RIGHT HONOURABLE }
NEVILLE CHAMBERLAIN one } N. CHAMBERLAIN. L.S.
of the Commissioners of His }
Majesty's Treasury in the }
presence of }

J. D. B. FERGUSON
Treasury Chambers S.W.1.
Civil servant.

Signed sealed and delivered by }
ARCHIBALD RICHARD JAMES }
SOUTHBY Commander R.N. } ARCHIBALD R. J. L.S.
one of the Commissioners of }
His Majesty's Treasury in }
the presence of }

C. J. HARRIS
12 Downing Street S.W.1.
Civil servant.

The common seal of the GREAT }
WESTERN RAILWAY COMPANY }
was hereunto affixed in the }
presence of }



F. R. E. DAVIS
Secretary.
16081.

The common seal of the LONDON
MIDLAND AND SCOTTISH
RAILWAY COMPANY was here-
unto affixed in the presence of }

O. GLYNNE ROBERTS
Secretary.



A.D. 1936.
—

The common seal of the LONDON
AND NORTH EASTERN RAIL-
WAY COMPANY was hereunto
affixed in the presence of }

P. J. DOWSETT
Asst. Secretary.
6988.



The common seal of the
SOUTHERN RAILWAY COM-
PANY was hereunto affixed
in the presence of }

F. W. WILLIS
Secretary.



A.D. 1936.

SECOND SCHEDULE.

AN AGREEMENT dated this twentieth day of April one thousand nine hundred and thirty-six and made between the MAYOR ALDERMEN AND BURGESSES OF THE COUNTY BOROUGH OF WOLVERHAMPTON (hereinafter called "the Corporation") of the first part and JESSIE MARGARET FOWLER of "Louieville" Western Road Cheltenham in the County of Gloucester Widow (hereinafter called "the Donor") of the second part and the GREAT WESTERN RAILWAY COMPANY (hereinafter called "the Company") of the third part.

WHEREAS:—

(I) By a deed of conveyance (hereinafter called "the conveyance") made the twelfth of October one thousand nine hundred and thirty-two between the donor of the one part and the Corporation of the other part certain lands situate and being at Nine Elms near Cannock Road in the county borough of Wolverhampton were conveyed by the Donor to the Corporation together with the mines and minerals thereunder as and for public playing fields for the use of the inhabitants of Wolverhampton forever thereafter (and for no other purpose) and the Corporation thereby covenanted with the Donor to the intent that the same covenants should run with the land into whosoever hands the same might come in manner therein contained which said covenants included (inter alia) the covenants set out in the schedule thereto:

(II) The Company are promoting a Bill (hereinafter called "the Bill") in the present session of Parliament to empower them (inter alia) to enter upon take appropriate and use for the purposes of their railway undertaking certain lands which are shown on the plans deposited in respect of the Bill and are described in clause 14 of the Bill in manner following (that is to say):—

"Lands lying on and adjoining the eastern side of the
" Company's Oxford Worcester and Wolverhampton
" railway between points four chains and thirty-two
" chains north of the bridge carrying Cannock Road
" over the said railway";

and being a part of the lands contained in the conveyance which contains by admeasurement 2.48 acres or thereabouts and is shown edged pink on the plan annexed hereto:

(III) The Corporation and the Donor have severally presented petitions to the House of Commons praying to be heard in opposition to the Bill and have agreed to withdraw their respective petitions on such agreement being entered into as is hereinafter contained : A.D. 1936.
—

Now this deed witnesseth as follows :—

1. Subject as hereinafter provided the Company shall not enter upon take or use the land edged pink on the said plan.

2. The Corporation will at the request in writing of the Company at any time within one year from the passing of the Bill convey the part of the said lands edged pink and left unhatched on the said plan including mines and minerals to the Company and the Donor will join in and confirm such deed for the purpose of releasing the covenants to which the land is subject. Such land to be conveyed to the Company in fee simple.

3. Any such deed shall be subject to the following terms (namely) :—

- (a) The Company shall pay for the land at the rate of five hundred pounds per acre and the purchase money shall be paid to the Donor;
- (b) The Company shall pay the legal costs of title and conveyance in accordance with the eighty-second section of the Lands Clauses Consolidation Act 1845 and fifteen guineas towards the surveyor's costs of the Corporation and the Donor;
- (c) The Company shall pay on demand to the Corporation the cost according to the certificate of the borough engineer for the time being of the Corporation which certificate shall be supported by production of details of expenditure of constructing on land other than that left unhatched on the said plan a new footpath or roadway in lieu of that now existing along the western boundary of the land now owned by the Corporation and of all consequential alterations and widenings to other footpaths or roadways alteration of levels fences gates including the provision of any new fences or gates which may be required and any alterations to the lay-out of the ground generally which may be consequential upon the taking of the lands by the Company;
- (d) The Company shall erect a wrought-iron unclimbable fence not less than six feet in height along the new boundary line indicated by the letters A B C D on the said plan and shall maintain the same forever thereafter to the reasonable satisfaction of the Corporation;

A.D. 1936.
—

- (e) The Company shall as soon as practicable after the completion of the embankments referred to in this paragraph plant and forever thereafter maintain along all the embankments which may be constructed by them on the said lands a suitable number of shrubs or bushes of a type to be approved by the Corporation;
- (f) The work of erecting the fence mentioned in paragraph (d) hereof shall be completed within six weeks from the completion of the deed and the Company shall not carry out any work on the said lands until the said fence has been completed to the satisfaction of the Corporation unless they shall first have provided and fixed a suitable temporary fence along the new line of frontage to the reasonable satisfaction of the said borough engineer.

4. The Company will use their best endeavours to procure the insertion in the Bill of a provision for the confirmation of this agreement in such form as may be mutually agreed between the parties hereto and this agreement shall be scheduled to and confirmed by the Bill and is made subject to such alteration as Parliament may think fit to make therein but in the event of either House of Parliament making any alteration therein which any party hereto thinks material any such party may withdraw from this agreement and in that event the Company shall withdraw from the Bill all power to acquire the said land edged pink on the plan attached hereto.

5. Immediately on the execution of this agreement the Corporation and the Donor shall withdraw their said petitions to the House of Commons and shall not present any petition in connection with the matters therein referred to to the House of Lords or otherwise object to or oppose the passing of the Bill by Parliament.

6. Any question dispute or difference which may arise between the parties hereto arising out of this agreement not being a question of law or construction of this agreement shall be referred to the arbitration of a single arbitrator appointed unless otherwise agreed by the President of the Law Society and the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

In witness whereof the Corporation and the Company have caused their respective common seals to be hereunto affixed and the Donor has set her hand and seal the day and year first before written.

THE SCHEDULE HEREINBEFORE REFERRED TO:—

- (i) That the Corporation will at all times hereafter keep use and maintain the land as and for public playing fields for the

use of the inhabitants of Wolverhampton and that the Corporation shall not at any time use or permit or suffer to be used the said land or any part thereof for any other purpose whatsoever. A.D. 1936.

(ii) That the Corporation shall not at any time hereafter work or get or cause or permit to be worked or gotten any of the mines or minerals in or under the said land or any part or parts thereof or themselves construct or consent to the construction by the gas company or anyone else of an additional gas main across or through the said land or any part or parts thereof.

(iii) The said land shall for ever hereafter be called or known as "The William Henry Fowler Playing Fields."

The common seal of the MAYOR
ALDERMEN AND BURGESSES OF
THE BOROUGH OF WOLVERHAMPTON
was hereunto affixed in the
presence of

Common seal
of the mayor
aldermen and
burgesses of
the borough of
Wolverhampton.

J. WHITTAKER
Mayor.

J. BROCK ALLON
Town clerk.

Signed sealed and delivered by the
said JESSIE MARGARET FOWLER } J. M. FOWLER.
in the presence of

RUPERT TAYLOR
Solicitor
Wolverhampton.

The common seal of the GREAT
WESTERN RAILWAY COMPANY
was hereunto affixed in the
presence of

Common
seal of the
Great Western
Railway
Company.

F. R. E. DAVIS
Secretary.

A.D. 1936.

THIRD SCHEDULE.

Referred to in the section of this Act the marginal note of which is "Owners may be required to sell parts only of certain properties."

Area.	No. on deposited plans.	Description of property.
RAILWAY NO. 1 (NEWTON ABBOT AND DAWLISH).		
Parish of Kingsteignton in the rural district of Newton Abbot.	22	Orchard.
	23	Garden.
Parish of Bishopsteignton in the rural district of Newton Abbot.	3	Field.
	33	Garden paths and garage.
	35 65 67	Garden.
	37 38	Garden bank and path.
	56	Orchard and occupation road.
	57	Fowlhouses and runs garden and occupation road.
	59 61	Garden and path.
	64	Garden and hut.
	82	Yard.
	26	House and garden.
Urban district of Teignmouth.	33	House garden and outbuildings.
Urban district of Dawlish.	10	Root house and yard.
	11	Grass paddock.
	16 49 110	Orchard.
	25	Plantations pond boathouse paths and road.
	30	Plantation and bank.
	32	Footpath and bridge over stream (Dawlish Water).
	33	Stream (Dawlish Water) and bridge over.
	35	Garden apiary and paths.
	38	Workshops sheds garden and land (for building plots).
	39 72	Garden.
	40	Kitchen garden and potting shed.
	41	Garden greenhouses summer-house slopes and path.

Area.	No. on deposited plans.	Description of property.	A.D. 1936.
Urban district of Dawlish— <i>continued</i> .	42	Billiards room.	
	43	Tool shed.	
	44	Store room.	
	45	Lavatories and entrance.	
	46	Verandah.	
	47	Garden and stream (overflow from leat).	
	51	House garden and path.	
	52	House garden stable and yard.	
	53 54	House yard and outbuildings.	
	55	House garden outbuildings fowl-houses and run.	
	56 57 59	House.	
	60 61 62		
	63 147		
	58	Garden and outbuildings.	
	64	Gardens sheds and passage.	
	65	Shed.	
	66 102	Orchard and shed.	
	71	House garden outbuildings and greenhouse.	
	75	House yard and outbuildings.	
	76	Garden terraces paths and summerhouse.	
	103	Garden tennis court pond and closet.	
	104	Yard garage and dairy.	
	105	House and garden.	
	106	Cowsheds stables barn root houses garage and yard.	
	109	Pigsties and yard	
	144	Gardens rough land and outbuildings.	
	146	Cowshed and yard.	
	155	House garden outbuildings shed fowlhouses and runs.	
	159	Dock and entrance banks and path.	

RAILWAY NO. 2 (ST. GERMANS AND LOOE).

Parish of St. Germans in the rural district of St. Germans.	74	Garden.
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A.D. 1936.

Area.	No. on deposited plans.	Description of property.
Parish of St. Martin in the rural district of Liskeard.	24	Garden rough ground and hut.
	35	Nursery.
	95	Garden.
	96	Field fowlhouse and stone water-tank.
Urban district of Looe	100	Orchard rough land sheds telephone post and wires.
	29	House garden shed and out-buildings.
	32	Garden shed and studio.
	43	Rough land and poles carrying high-voltage wires.
	44	Pottery works garden and pond (site of disused quarry).

SWINGBRIDGE AT OXFORD.

City and county borough of Oxford.	24	Mason's yard and outbuildings.
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BRIDGES BETWEEN BISHOP'S LYDEARD AND NORTON FITZWARREN.

Parish of Bishop's Lydeard in the rural district of Taunton.	3	Garden path and pond.
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BRIDGE FOOTPATHS AND LANDS BETWEEN MILVERTON AND NORTON FITZWARREN.

Parish of Milverton in the rural district of Wellington.	2	Garden.
	3	Orchard and fowl run.
	6	Orchard.
	8	Yard.
Parish of Oake in the rural district of Wellington.	1	Fowl run.

BRIDGE ROAD SUBWAYS AND LANDS AT PAIGNTON.

Urban district of Paignton.	19	House steps garden path and shed.
	20	Hedge.
	24	Garden and summerhouse.
	25	Garden wall garage and shed.

A.D. 1936.

Area.	No. on deposited plans.	Description of property.
Urban district of Paignton— <i>continued</i> .	28	Garden and garage.
	29 30 31	Garden.
	32 33 37	
	36	Garden sheds greenhouse and garage.
	38	Stables and loft over outbuildings yard and road.
	39	House conservatory outbuildings cellar entrance garden road and paths.
	41	House garden garage and shed.

BRIDGE RIVER DIVERSIONS AND LANDS AT EXETER.

City and county borough of Exeter.	12 14 15	Garden.
	13	Concrete works.
	16	Rough land.
	28	Car park.
	29	Entrance to public-house.
	30	Yard and garden.

BRIDGE AND LANDS AT HAVERFORDWEST.

Parish of Uzmaston in the rural district of Haverfordwest.	7	Plantation and bank.
	8 9	Field.
	10	Plantation.

BRIDGE AND LANDS AT NANCEGOILLAN.

Parish of Crowan in the rural district of Kerrier.	3	Gardens and slope.
	4 6 7	Garden.
	5 8	Gardens.
	11	Field.

BRIDGE AND LANDS AT OXFORD.

City and county borough of Oxford.	3	Mason's yard.
	8	Wall.
	9 10 11 14	House outbuilding and gardens.
	12	House outbuilding shed and gardens.
	13	House outbuilding passage shed and gardens.

[Ch. ci.] *Great Western Railway* [26 GEO. 5. &
(Additional Powers) Act, 1936. 1 EDW. 8.]

A.D. 1936.

Area.	No. on deposited plans.	Description of property.
Parish of South Hinksey in the rural district of Abingdon.	25	Garden summerhouse and slope.

VIADUCT AND LANDS AT NEWQUAY.

Urban district of Newquay.	19	Disused quarry and rough land.
	21	Rough land and wall.

ALTERATION OF LEVELS OF ROAD RIVER DIVERSION AND LANDS AT BANBURY.

Borough of Banbury	17	Occupation road and land by side demonstration transmission line and posts telephone post and wires.
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LANDS AT BRISTOL (ST. ANNE'S PARK).

City and county borough of Bristol.	1 4 8	Garden.
	2	Garden and shed.
	3 5 6 7	Garden and summerhouse.

LANDS AT FILLEIGH.

Parish of Filleigh in the rural district of South Molton.	1	Garden ground.
	2	Occupation road.
	4	Rough ground stream and shed.
	5	Occupation road.

LANDS AT GREENFORD.

Borough of Ealing	1 2 3 4	Garden.
	5 6 7 8	
	9	Garden and shed.
	12	Passage.

LANDS AT NEWQUAY.

Urban district of Newquay.	1	Garden.
	3	Disused quarry and rough land.

FOURTH SCHEDULE.

A.D. 1936.

Describing properties under which easements only may
be required to be taken for the railways.

Parish or other area.	No. on deposited plans.
—	—

RAILWAY No. 1.

Parish of Bishops- teignton in the rural district of Newton Abbot.	71 to 81 inclusive 83 84.
Urban district of Teignmouth.	9 to 11 inclusive 14 to 17 inclusive 44 47 48 49 51 53 to 56 inclusive 58 to 78 inclusive 80 to 92 inclusive.
Urban district of Dawlish.	1 to 7 inclusive 14 77 80 to 88 inclusive 90 to 96 inclusive.

RAILWAY No. 2.

Parish of St. Germans in the rural district of St. Germans.	25 to 29 inclusive 31 to 42 inclusive.
Parish of St. Martin in the rural district of Liskeard.	37 41 to 50 inclusive 52 to 65 inclusive 67 to 76 inclusive 78 79.
Urban district of Looe	9 12 13 14 16 to 20 inclusive 22 23 24.

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