



CHAPTER liv.

An Act to empower the London Midland and Scottish Railway Company and the Midland and Great Northern Railways Joint Committee to construct works and acquire lands to extend the time for the completion of certain works and to revive the powers for the compulsory purchase of certain lands to authorise the abandonment of certain railways and for other purposes. [1st August 1924.]

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WHEREAS it is expedient that the London Midland and Scottish Railway Company (in this Act referred to as "the Company") should be empowered to construct and maintain the railway widenings and other works in this Act mentioned and to acquire the lands in this Act described and that the construction of other works already completed and the acquisition of other lands already acquired by the Company should be sanctioned and confirmed:

And whereas it is expedient that the Midland and Great Northern Railways Joint Committee (in this Act referred to as "the Joint Committee") should be empowered to construct the work and acquire the lands in this Act mentioned in that behalf and that the acquisition of lands already acquired by the Great Central and North Staffordshire Railway Committee should be sanctioned and confirmed:

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and Scottish Railway Act, 1924.

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And whereas it is expedient that the periods now limited for the completion of certain railways by the Company alone and jointly with the London and North Eastern Railway Company should be extended :

And whereas it is expedient that the Company should be empowered to abandon and relinquish the construction of certain authorised railways and to abandon their Church Road Station Birmingham as provided by this Act :

And whereas it is expedient that the Company should be empowered to supply electricity to the mayor aldermen and burgesses of the borough of Crewe and that the Company and the said mayor aldermen and burgesses should be authorised to enter into and carry into effect agreements with reference thereto :

And whereas it is expedient that the Company and the London and North Eastern Railway Company should be empowered to enter into and carry into effect agreements as to the appointment of one or more joint committees and for the delegation to them of the powers and duties of the several joint committees and the joint board of the said Companies mentioned in the Second Schedule to this Act :

And whereas great inconvenience to the public and expense to the Company arise from the periodical closing of private roads and footpaths of the Company in order to prevent the presumption of a dedication thereof to the public or the acquisition by prescriptive user of a right of way thereover and it is expedient that the maintenance of a notice in a conspicuous position in any such road or footpath forming an access or approach to any station or goods yard or any dock or harbour premises of the Company should be sufficient to prevent such presumption or acquisition :

And whereas it is expedient that the Company should be empowered to establish a savings bank for the deposit of money at interest by their officers and servants and others as provided by this Act :

And whereas it is expedient that the Company the Joint Committee and the Great Central and North Staffordshire Railway Committee should respectively be empowered to apply their funds to the purposes of this Act in which they are respectively interested and that

the other powers in this Act mentioned should be conferred: A.D. 1924.

And whereas plans and sections showing the lines and levels of the works by this Act authorised and plans of the lands which may be taken under the powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties and riding within which the said works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as "the deposited plans sections and book of reference":

And whereas the objects of this Act cannot be attained 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 Short title.
London Midland and Scottish Railway Act 1924.

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

"The Company" means the London Midland and Scottish Railway Company;

"The Joint Committee" means the Midland and Great Northern Railways Joint Committee;

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

"Parish" means any parish or township or other place for which a separate poor rate is or can be made or for which a separate overseer is or can be appointed;

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

Incorporation of general Acts.

3. The following Acts and Parts of Act 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):—

The Lands Clauses Acts :

Provided that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 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 upon between the Company or the Joint Committee as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party ;

The Railways Clauses Consolidation Act 1845 ; and Part I. (relating to the construction of a railway) and Part II. (relating to extension of time) of the Railways Clauses Act 1863.

Protection of gas and water mains of local authorities.

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

Power to Company to construct works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway widenings and other works 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 and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking (that is to say):—

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In the county of Leicester—

A widening of the Company's railway (1 mile 6 furlongs in length) (to be called "the Kibworth Widening") in the parishes of Kibworth Beauchamp and Kibworth Harcourt in the rural district of Market Harborough and in the parishes of Burton Overy and Glen Magna in the rural district of Billesdon commencing in the said parish of Kibworth Beauchamp at a point 3 chains west of Kibworth Station and terminating in the said parish of Glen Magna at a point 10 chains north-west of Wistow signal box:

In the county of Derby—

A widening of the Company's railway (1 mile 4 furlongs in length) (to be called "the Broadholme and Ambergate Widening") commencing in the urban district of Belper at a point 14 chains north of the Broadholme signal box passing through the parish of Alderwasley in the rural district of Belper and terminating in the urban district of Heage at a point 3 chains south of Ambergate Station Junction;

A widening of the Company's railway (2 miles 1 furlong in length) (to be called "the Hall Lane and Seymour Junction Widening") commencing in the parish of Staveley in the rural district of Chesterfield at a point 2 chains west of the Hall Lane Junction signal box and terminating in the urban district of Bolsover at a point on the Company's Clown Branch 36 chains north-east of Seymour Junction signal box:

In the county of Lancaster—

A new road in the urban district of Chadderton 40 feet in width commencing at a point in Moston Road 5 chains south of Highfield

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Farmhouse and extending in a south-westerly direction for a distance of 8 chains and terminating by a junction with the new road now in course of construction from Moston Lane in the city of Manchester to Middleton:

In the county of Flint—

A lengthening in the urban district of Prestatyn of the bridge carrying the public road over Prestatyn Station for a distance of $\frac{1}{2}$ chain on the north side of the said bridge.

Rates and charges.

6. The railways shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

Width of roadway over bridge.

7. The Company may make the roadway over the bridge by which the public carriage road numbered on the deposited plans 20 and 21 in the parish of Kibworth Beauchamp in the rural district of Market Harborough will be carried over the Kibworth Widening of such width between the fences thereof as the Company think fit not being less than twenty feet.

For protection of Derbyshire County Council.

8. In executing the works and exercising the powers by this Act authorised so far as they affect main roads in the county of Derby the following provisions for the protection of the Derbyshire County Council (in this section referred to as "the county council") shall notwithstanding anything shown upon the deposited plans and sections have effect unless otherwise agreed in writing between the county council and the Company (that is to say):—

- (1) In constructing the Hall Lane and Seymour Junction Widening the Company shall not in any way interfere with the bridge numbered on the deposited plans 22 in the parish of Staveley in the rural district of Chesterfield by which the main road from Staveley to Norbriggs is carried over the railway or the roadway over the said bridge:
- (2) In this section "the agreed plan A" and "the agreed plan B" mean respectively the plan marked "A" and the plan marked "B" and signed in duplicate by Major Samuel Strang Steel the Chairman of the Committee of the House

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

- (3) The construction of the Broadholme and Ambergate Widening in so far as it relates to or includes (a) the construction of a new bridge for the widening of the Derwent Viaduct by which the railway is carried over the River Derwent and the main road numbered on the deposited plans relating to such widening 9 in the urban district of Heage or (b) the diversion of the said main road shall be carried out and completed in all respects in accordance with the agreed plan A Provided that the county council shall acquire and give the Company possession of the land necessary for the construction of so much of the river wall shown on the agreed plan A as lies to the south of the existing viaduct :
- (4) The Company shall not acquire any part of or construct any portion of the Broadholme and Ambergate Widening upon the lands belonging to the county council and numbered on the deposited plans 2 3 4 5 6 7 8 9 and 10 in the urban district of Belper save so much of those lands as is delineated upon the agreed plan B and is thereon coloured pink or any part or parts of such last-mentioned lands :
- (5) The Company shall serve upon the county council a notice or notices to treat in respect of the acquisition by the Company of the lands of the county council delineated upon the agreed plan B and thereon coloured pink or such part or parts of those lands as the Company may determine to acquire within six calendar months from the passing of this Act :
- (6) The Company shall not commence the construction of any of the works by this Act authorised for or connected with the diversion of the main road referred to in subsection (3) of this section (in this section referred to as "the said main road") until they shall have

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submitted to the surveyor to the county council plans sections and specifications of the said works proposed to be carried out by them nor until the said surveyor shall have signified his approval of such plans sections and specifications or in the event of any difference arising upon such plans sections and specifications until the same shall have been determined in manner provided by this section. Provided that if the said surveyor fail to signify his approval or disapproval of the said plans sections and specifications within twenty-one days after the same shall have been submitted to him he shall be deemed to have approved the same. The construction of such works shall be carried out under the supervision (if the same shall be given) and to the reasonable satisfaction of the said surveyor:

- (7) Upon the completion of the diversion of the said main road so much of the same as is so diverted and the retaining wall thereof shall be maintained and repaired by and at the expense of the Company for two years after the same shall have been completed and opened for public use in accordance with the provisions of the section of this Act the marginal note of which is "Stopping up roads and footpaths in case of diversion" as amended in relation to the said diversion by subsection (11) of this section and on the expiration of that period shall be handed over to the county council in a satisfactory condition:
- (8) The construction by the Company of the Broadholme and Ambergate Widening shall when commenced be proceeded with continuously and carried out with all reasonable despatch:
- (9) The Company shall in constructing the Broadholme and Ambergate Widening over the said main road take effective means to prevent the dripping or flowing of water or any drainage on the road underneath and the footpath thereof:
- (10) In constructing the Broadholme and Ambergate Widening and the Hall Lane and Seymour

Junction Widening the Company shall do all things that may be reasonably necessary to avoid any interference during such construction with the traffic on any main road or the footpaths thereof and the Company shall comply with all reasonable directions requirements and regulations of the county council for the safety of the passengers and vehicular traffic thereon during the period of construction of such works :

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- (11) If any difference arise between the Company and the county council under or in relation to any provision of this section or under or in relation to the provisions of the section of this Act the marginal note of which is "Stopping up roads and footpaths in case of diversion" with respect to the completion by the Company of the diversion of the said main road to the satisfaction of the road authority every such difference shall be determined by an engineer to be nominated by the President of the Institution of Civil Engineers upon the application of the Company or the county council and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

9. For the protection of the rural district council of Chesterfield (in this section referred to as "the council") the following provisions shall unless otherwise agreed in writing between the council and the Company have effect (that is to say) :—

For protec-
tion of
Chesterfield
Rural
District
Council.

- (1) The Company shall not later than one year from the passing of this Act construct at their own expense and shall with all due expedition complete to the reasonable satisfaction of the council and shall after the completion thereof maintain to the reasonable satisfaction of the council a good and substantial footbridge over the existing line of railway of the Company and over the site of the Hall Lane and Seymour Junction Widening by this Act authorised in lieu of and at or about the place occupied by the level crossing by means of which the said existing line of railway is crossed by the public footpath in the rural district of Chesterfield

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leading from the road to the south of Netherthorpe in the direction of the railway cottages. The said footbridge and the approaches thereto shall be not less than six feet in width and the said approaches shall be formed of steps each having eleven inches of clear tread and six-inch risers and having the edges of the steps squared :

- (2) Before constructing the said Hall Lane and Seymour Junction Widening on lands to be acquired under the powers of this Act where the same will pass over the existing brick culvert sewer of the council which connects the populous part of the parish of Staveley with the sewage works of the council to the south of Netherthorpe and passes under the existing Seymour Junction Railway of the Company shortly before reaching the said sewage works the Company shall at their own expense protect the said culvert sewer by putting a layer of cement concrete not less than twelve inches thick round the upper half of the culvert. The said protective work shall be carried out with the best materials and workmanship and to the reasonable satisfaction of the council :
- (3) Before executing any work in connection with the making or maintaining of the said Hall Lane and Seymour Junction Widening on lands to be acquired under the powers of this Act which will or may affect the said culvert sewer the Company shall supply to the council a plan section and written particulars of the work twenty-one days before the commencement of the work. The Company in executing the work shall take such precautions and provide such temporary protection as may reasonably be required by the council or their surveyor for the purpose of preventing interference with or injury to the said culvert sewer and shall carry out the work under the superintendence and to the reasonable satisfaction of the surveyor of the council and the Company shall pay and make good to the council any expense or damage they may be put to or sustain in consequence of the making or maintaining of the said widening by

the Company on lands acquired as aforesaid or any work executed by the Company in connection therewith :

- (4) The Company shall at all times afford free of charge to the council their officers and contractors with or without workmen all necessary and proper access and facilities for enabling them to inspect repair maintain cleanse renew enlarge or alter the said culvert sewer where the same shall be situate upon the lands acquired by the Company under the powers of this Act and to carry out any works or operations in relation thereto which may be reasonably necessary in performance of the powers and duties of the council as the sewerage authority for their district :
- (5) In case of any difference arising between the Company and the council under this section such difference shall be determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either of the parties in difference and subject thereto the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to such reference.

10. The following provisions for the protection of the London and North Eastern Railway Company (in this section referred to as "the Eastern Company") shall unless otherwise agreed apply and have effect :—

For protection of London and North Eastern Railway Company.

- (1) Notwithstanding anything shown upon the deposited plans and sections or contained in this Act the Company shall not without the consent in writing of the Eastern Company under their common seal purchase or take any lands or property of the Eastern Company but the Company may purchase and take and the Eastern Company may and shall sell and grant accordingly such an easement or right of using the same as shall be necessary for the purpose of constructing using and maintaining the Hall Lane and Seymour Junction Widening by this Act authorised (in this section referred to as "the widening") so far as the same is by this

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Act to be constructed on or across the lands or property of the Eastern Company :

- (2) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement and for the purpose of any such determination the acquisition of such easement or right shall be deemed a taking of lands within the meaning of section 6 of the Railways Clauses Consolidation Act 1845 :
- (3) The Company shall twenty-eight days before they commence the construction of such part or parts of the widening as shall or may pass over or across the canal of the Eastern Company or which may in any way affect the same furnish to the Eastern Company proper and sufficient plans sections and particulars of the works proposed to be made by the Company under over or across the said canal or which may in any way affect the same and such plans sections and particulars shall be settled and agreed upon between the respective engineers of the Company and the Eastern Company or in the event of the engineer of the Eastern Company neglecting or refusing to approve the said plans sections and particulars within twenty-eight days or in case of their failing to agree or of any difference arising between them the same shall be settled and determined by an arbitrator as hereinafter provided and such work shall be carried into effect in accordance with this section and in accordance with such agreement or determination and under the superintendence (if the same be given) and to the reasonable satisfaction of the engineer of the Eastern Company and at the costs charges and expenses in all respects of the Company and when commenced shall be proceeded with with all reasonable despatch The engineer of the Eastern Company and his assistants shall at all reasonable times during construction have free access to the said works

and every facility shall be afforded to him or his assistants for inspecting them and every reasonable notice which they may give touching any defect shall immediately or as soon as practicable be complied with by the Company :

- (4) The Company shall not in constructing the widening deviate from the centre line and levels shown on the deposited plans and sections so far as the same is across or may in any way affect the property of the Eastern Company without the consent of the engineer of the Eastern Company which consent shall not be unreasonably withheld :
- (5) The Company shall take all reasonable precautions in the execution of their works to prevent any interference with the free and uninterrupted and safe use of the railway canal and works of the Eastern Company :
- (6) The Company shall bear and on demand pay to the Eastern Company the expense incurred by the Eastern Company of and in connection with the superintendence by the engineer of the Eastern Company of the widening over the canal and of and in connection with the employment by the Eastern Company of a sufficient number of inspectors and watchmen to be appointed by that company for watching the same with reference to and during the execution of the widening and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts and defaults of the Company or their contractors or any person in the employ of the Company or of their contractors with reference thereto or otherwise :
- (7) If by reason of the execution of any of the works or any proceedings of the Company or the failure of any such works or any act or omission of the Company or of their contractors or of any person in the employ of the Company or their contractors the canal of the Eastern Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event

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of their failing so to do then the Eastern Company may make good the same and recover the expense thereof against the Company and if any interruption shall be occasioned to the traffic of or upon the canal of the Eastern Company by reason of any of the matters aforesaid the Company shall pay to the Eastern Company all costs and expenses to which that company may be put as well as full compensation :

- (8) The Company shall at all times maintain the bridge by which the widening is carried over the canal and works of the Eastern Company in substantial repair and in good order and condition to the reasonable satisfaction in all respects of the engineer of the Eastern Company and if and whenever the Company fail so to do the Eastern Company may make and do in and upon as well the lands of the Company as their own lands all such works and things as the Eastern Company reasonably think requisite in that behalf and the reasonable amount of such their expenditure shall be repaid to them by the Company :
- (9) If at any time hereafter the Eastern Company shall widen their existing canal the Company shall afford all reasonable and proper facilities for that purpose and shall from time to time bear and pay all additional expenditure which may be occasioned by the works necessary for carrying such widening under the widening :
- (10) The Company in constructing the widening shall not in any way interfere with or prejudice the bridge carrying the railway of the Eastern Company over the railway of the Company :
- (11) Any dispute or difference which may arise between the Eastern Company and the Company under this section shall except where otherwise expressly provided be settled by arbitration by an engineer or other fit person to be appointed by the President of the Institution of Civil Engineers on the application of the Eastern Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

11. For the protection of the Staveley Coal and Iron Company Limited (in this section referred to as "the coal company") the following provision shall have effect and be binding upon the Company :—

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For protection of Staveley Coal and Iron Company Limited.

Notwithstanding anything shown upon the deposited plans the Company shall not in carrying out the Hall Lane and Seymour Junction Widening acquire without the consent in writing of the coal company any lands owned by the coal company or occupied by them under any existing lease or tenancy other than the lands required by the Company for carrying out the said widening in the manner shown upon a plan signed in duplicate by Julius Anton Verner on behalf of the coal company and by Ernest Crosbie Trench on behalf of the Company which lands are coloured red upon the said plan.

12. The Company may in the manner shown upon the deposited plans divert the road numbered on the deposited plans of the Broadholme and Ambergate Widening 9 in the urban district of Heage 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 the new portion of road so shown on the said plans.

Power to divert road at Heage.

13. The Company shall not under the provisions of the section of this Act of which the marginal note is "Power to divert road at Heage" or otherwise in the exercise of the powers of this Act interfere with any electric lines or works of the Derbyshire and Nottinghamshire Electric Power Company (in this section referred to as "the power company") to which the provisions of section 15 of the Electric Lighting Act 1882 apply except in accordance with and subject to the provisions of that section and the provisions of that section shall be deemed to extend to and include any electric lines or works of the power company constructed or placed upon or above the level of the ground.

For protection of Derbyshire and Nottinghamshire Electric Power Company.

14. The Company may make the arch of the bridge for carrying the Broadholme and Ambergate Widening over the public carriage road numbered on the deposited plans 10 in the urban district of Heage of a height of not less than thirteen feet and with a span of not less than twenty-four feet six inches.

Height and span of bridge.

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Repair of roads where level not permanently altered.

15. 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 any of the railways by a bridge or bridges or the immediate approaches thereto except so far as the level of such road public highway or approaches is permanently altered so as to increase the gradient :

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

Power to Joint Committee to reconstruct bridge.

16. Subject to the provisions of this Act the Joint Committee may reconstruct in the lines and according to the levels shown on the deposited plans and sections the bridge and approaches carrying the road from Martham to Great Yarmouth over the railway of the Joint Committee in the parish of Hemsby in the rural district of East and West Flegg in the county of Norfolk commencing at a point in the said road $5\frac{1}{2}$ chains west of the said bridge and terminating at a point in that road 6 chains east of the said bridge with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for that purpose.

Power to Company to acquire lands.

17. 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 any purposes connected with their undertaking or ancillary thereto all or any of the lands following delineated on the deposited plans thereof and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned in accordance (so far as the same are shown thereon) with the lines and levels shown on the deposited plans and sections (that is to say) :—

In the county of Warwick—

Lands in the city of Birmingham on the west side of and adjoining the Company's Birmingham

and Gloucester Railway on the north-west side of the bridge carrying Groveley Lane over that railway and the Company may (a) construct a new footpath leading from the said lane to a point on the existing footpath from that lane to Lowhill Lane 8 chains north-east of Lowhill Lane and (b) stop up so much of the said existing footpath as lies between the new footpath and a point 2 chains north-west of Groveley Lane and (c) stop up the footpath leading from the said existing footpath on the west side of Cofton tunnel on the said railway: A.D. 1924.

In the county of Derby—

Lands in the parish of Draycott in the rural district of Shardlow on the north side of and adjoining the Company's Derby and Nottingham Railway and forming part of the Draycott cemetery;

Lands in the borough of Chesterfield and in the parish of Staveley in the rural district of Chesterfield adjoining the Company's Derby and Leeds Railway on both sides thereof and extending from Whittington Station to a point 20 chains west of Barrow Hill and Staveley Works Station and on the said lands on the south side of the railway the Company may (a) divert the footpath leading from Staveley Works to Whittington between the point where it passes under the bridge carrying the Company's Staveley Works branch and a point in the said footpath 22 chains west of the said bridge and (b) divert the River Rother between a point 2 chains west of the bridge carrying the said branch over the said river and a point 12 chains west of that bridge measured along the said river;

Lands in the parish of Tupton in the rural district of Chesterfield on the west side of and adjoining the Company's Derby to Sheffield Railway between the bridge carrying the Clay Cross Colliery Branch over that railway and a point 10 chains south thereof:

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In the county of Lancaster—

Lands in the borough of Widnes and in the parish of Bold in the rural district of Whiston on the west side of and adjoining the Company's Widnes and St. Helens Railway and extending from Farnworth and Bold Station to Bold Bridge;

Lands in the parishes of Ellel and Ashton with Stodday in the rural district of Lancaster on both sides of and adjoining the Company's Preston and Carlisle Railway and extending from Oubeck Bridge to a point 34 chains south thereof;

Lands in the urban district of Chadderton on the east side of and adjoining the Company's Manchester and Leeds Railway and extending between points respectively 16 chains and 56 chains north of Moston Lane and lying between the said railway and the Rochdale Canal and in connection therewith the Company may stop up (a) Mough Lane from its junction with Owler Lane to a point in Mough Lane 8 chains south-west of Highfield farmhouse (b) the footpaths leading from Whitegate Bridge to Mough Lane and Moston Road crossing the said railway at points respectively 9 chains and 25 chains north of the bridge carrying Mough Lane over that railway (c) the footpath leading in a southerly direction from a point in Moston Road 5 chains south of Highfield farmhouse and (d) the footpath leading in a west and south-westerly direction from the said bridge carrying Mough Lane over the railway for a distance of 5 chains from that bridge and the Company may make a new footpath commencing at a point in Mough Lane 8 chains south-west of Highfield farmhouse and terminating in the city of Manchester by a junction with Moston Lane 7 chains west of the said railway:

In the west riding of the county of York—

Lands in the city of Leeds on the west side of the Company's Leeds and Dewsbury Railway

and extending from Royds Lane to Whitehall Road : A.D. 1924.

In the county of Westmorland—

Lands in the parish of Lambrigg in the rural district of South Westmorland on the south side of and adjoining the Company's Lancaster and Carlisle Railway and extending from the road leading from Kendal to Kirkby Lonsdale to a point 30 chains east thereof :

Lands in the parish of Shap Rural in the rural district of West Ward on the east side of and adjoining the Company's Lancaster and Carlisle Railway and extending between points respectively 10 chains south and 25 chains north of the cottages at Shap Summit :

Lands in the parishes of Thrimby and Little Strickland in the rural district of West Ward on the east side of and adjoining the Company's Lancaster and Carlisle Railway and extending between points respectively 18 chains and 53 chains south of Thrimby Grange :

In the county of Cumberland—

Lands in the parish of Hesket in the Forest in the rural district of Penrith on the south side of and adjoining the Company's Lancaster and Carlisle Railway and extending in a northerly direction from the south end of Plumpton Station for a distance of 37 chains ;

Lands in the said parish on both sides of and adjoining the Company's said railway extending from Southwaite Station to a point 40 chains north thereof :

In the county of Flint—

Lands in the urban district of Prestatyn on the south side of and adjoining the Company's Chester and Holyhead Railway between Bodnant Avenue and High Street and between the road leading to the bridge over Prestatyn Station and the Prestatyn and Cwm Curve and on the north side of the said railway between the last-mentioned road and a point 13 chains south-west thereof and the Company

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may stop up High Street for a distance of 10 yards on the south side and 5 yards on the north side of the said railway.

Period for compulsory purchase of lands.

18. The powers granted by this Act for the compulsory purchase of lands shall cease on the first day of October one thousand nine hundred and twenty-seven.

For protection of Chesterfield Corporation.

19. Notwithstanding anything in this Act contained or shown upon the deposited plans the Company shall not stop up or interfere with the use of the footpath over the land numbered on the deposited plans 3 in the borough of Chesterfield.

For protection of Widnes Corporation and Whiston Rural District Council.

20. The following provisions for the protection of the mayor aldermen and burgesses of the borough of Widnes (in this section referred to as "the corporation") and the Whiston Rural District Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company the corporation and the council apply and have effect (that is to say) :—

- (1) Subject to the provisions of subsection (3) of this section the Company shall before constructing any works affecting the existing footpath between Lunts Heath Road in the borough of Widnes and Mill Lane in the rural district of Whiston construct a footbridge six feet in width for the purpose of carrying a footpath in lieu of the said existing footpath across the railway of the Company and the lands in the parish of Bold which are referred to in the section of this Act of which the marginal note is "Power to Company to acquire lands" :
- (2) The said footbridge shall be constructed in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the corporation and the council Provided that if the corporation and the council or either of them neglect or refuse to approve of such plans sections and particulars or to notify their disapproval thereof for a period of twenty-eight days after their submission they shall be deemed to have approved thereof :

- (3) The obligations imposed by this section upon the Company with reference to the construction of the said footbridge are conditional upon the corporation and the council or one of them securing the permission of the owner or owners of the lands lying to the easterly side of the railway of the Company through which the said footpath passes and immediately adjacent to the said railway of the Company for the Company to erect the necessary pillars supports or other works for the purpose of carrying the said footbridge over their said railway : A.D. 1924.
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- (4) The said footbridge when constructed shall at all times be maintained by the Company to the reasonable satisfaction of the corporation and the council :
- (5) The Company shall to the reasonable satisfaction of the corporation and the council erect and maintain an open fence between the said footpath and the lands numbered on the deposited plans 2 in the parish of Bold from the point where those lands adjoin the said Lunts Heath Road to the point where they adjoin the lands numbered upon the said plans 1 in the said parish :
- (6) Any question or difference arising between the Company and the corporation and the council or either of them under the provisions of this section shall be determined by an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of any of the parties and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

21. For the protection of the lord mayor aldermen and citizens of the city of Liverpool (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say) :— For protec-
tion of
Liverpool
Corporation.

- (1) If the Company acquire the lands in the borough of Widnes and in the parish of Bold in the rural district of Whiston in the county of Lancaster

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referred to in the section of this Act of which the marginal note is "Power to Company to acquire lands" then not less than six months before commencing to construct or erect any works or buildings in or upon any part of the said lands in through or under which the corporation have acquired or are authorised to acquire an easement or right of laying and maintaining aqueducts lines of pipes or sluice and culvert drains (which part of the said lands is in this section referred to as "the corporation's lands") or to use the corporation's lands for any purpose which would prevent or interfere materially with the laying maintaining and renewing by the corporation of such aqueducts lines of pipes or sluice and culvert drains as aforesaid or would materially impede access to or cause risk of injury to such aqueducts lines of pipes or sluice and culvert drains the Company shall give to the corporation notice in writing of their intention so to do accompanied by plans sections and particulars of all works and buildings which they intend to construct or erect in or upon the corporation's lands or particulars of any such purpose as aforesaid for which they intend to use those lands (as the case may be) and if within one month after the receipt of the plans sections and particulars of any such intended works or buildings the corporation intimate in writing to the Company any objection thereto the said works or buildings shall not be constructed or erected otherwise than in accordance with plans sections and particulars settled by arbitration as hereinafter in this section provided :

- (2) Within six months after the receipt of any such notice from the Company as aforesaid the corporation shall at their option either—

(a) Take up and remove the two cast-iron pipes of the corporation laid in the corporation's lands at the date of the passing of this Act and lay in lieu thereof steel pipes of a carrying capacity equivalent in the aggregate to the carrying capacity of the

cast-iron pipes so taken up and removed such steel pipes to be protected internally and externally against deterioration from rust or other injury or from incrustation by a method to be selected by the corporation and reasonably approved by the Company; or

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(b) construct throughout the corporation's lands culverts for the accommodation of the said two cast-iron pipes of the corporation in extension of the existing culverts constructed under the railway of the Company:

- (3) If the corporation shall extend as aforesaid the existing culverts the Company shall on demand repay to them the cost reasonably incurred by the corporation in so doing and if the corporation shall substitute as aforesaid steel pipes for cast-iron pipes the Company shall on demand repay to them the cost reasonably incurred by the corporation in taking up and removing such cast-iron pipes and providing and laying such steel pipes or the cost which would have been incurred in extending as aforesaid the existing culverts (whichever shall be the less) and the Company shall in either event repay to the corporation the cost reasonably incurred by them in making such alterations of any existing sluice drains or culvert drains of the corporation as may be reasonably necessary in connection with any such extension or substitution as aforesaid:
- (4) If and when the corporation after the passing of this Act lay any additional pipes to form part of the Vyrnwy Aqueduct in the corporation's lands (whether they shall previously have received any such notice from the Company as aforesaid or not) the pipes so laid shall throughout the said lands be steel pipes protected as aforesaid and the Company shall on demand by the corporation at any time after the laying of such pipes pay to the corporation a sum equal to one-half of the amount by which the cost reasonably incurred by the corporation in providing and laying such steel pipes exceeds

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the cost which would have been incurred in providing and laying (otherwise than in culverts) cast-iron pipes in lieu thereof :

- (5) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not acquire the estate or interest of the corporation in the corporation's lands or erect over the site of any existing or future pipes forming part of the Vyrnwy Aqueduct any building other than a building of a temporary character which will not materially interfere with the laying maintaining and renewing of such pipes :
- (6) Except as expressly provided by this Act nothing in this Act or done by the Company under or by virtue of the provisions thereof shall in any way diminish or prejudicially affect any rights or powers vested in or exercisable by the corporation at the date of the passing of this Act with reference to the corporation's lands under or by virtue of any grant of easement or of the provisions of the Liverpool Corporation Act 1921 :
- (7) If any difference shall arise between the corporation and the Company under the provisions of this section such difference shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration.

For protection of
Leeds Fireclay
Company
Limited.

22. Notwithstanding anything contained in this Act the following provisions shall unless otherwise agreed in writing between the Leeds Fireclay Company Limited or other the owners for the time being of the lands hereinafter in this section referred to now the property of the said limited company situate at Wortley in the city of Leeds (all of whom are in this section included in the expression "the owners") and the Company have effect for the protection of the owners (that is to say):—

- (1) If the Company shall serve notice to treat on the owners in respect of the lands numbered

on the deposited plans 5 6 and 7 in the city of Leeds the Company shall purchase the whole of the land and property belonging to the owners containing six acres or thereabouts as shown by a red edging upon a plan signed in duplicate by Ernest Crosbie Trench on behalf of the Company and Henry John Chesney Johnston on behalf of the owners: A.D. 1924.

- (2) Any notice to treat served by the Company under the powers of this Act in respect of the said lands shall be served upon the owners within eighteen months after the passing of this Act and after the expiration of that period the powers of the Company with respect to the compulsory purchase of such lands shall cease.

23. In constructing the works by this Act authorised the Company and the Joint Committee respectively may deviate from the lines of any of the said works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the railways shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845 and may deviate from the levels of the other works shown on the deposited sections to any extent not exceeding five feet upwards or downwards. Power to deviate in construction of works.

24. The Company may stop up in the parish of Walton in the rural district of Wakefield in the west riding of the county of York so much of the footpath leading from Oakenshaw Lane to Lower Town as lies between the said lane and Manor Road and thereupon all public rights of way over the said portion of footpath and all private rights of way over so much thereof as is situate on property of the Company shall be extinguished. 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. Power to stop up footpath at Walton.

25. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company Stopping up roads and footpaths without providing substitute.

A.D. 1924. — without the consent of the owners lessees and occupiers of the houses and lands on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up :

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

Stopping up roads and footpaths in case of diversion.

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

Before applying to the justices for their certificate the Company shall give to the road 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.

As from the completion to the satisfaction of the road authority of the 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 roads or footpaths or portions authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof stopped up as far as the same is bounded on both sides by lands of the Company :

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

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27. Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company or the Joint Committee as the case may be) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

Further provision as to repair of roads and footpaths.

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

As to private rights of way over lands taken compulsorily.

29. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated therewith the Company shall not be required to purchase any railway or canal or any works connected therewith or any part thereof respectively which may be crossed or interfered with in constructing the Hall Lane and Seymour Junction Widening authorised by this Act but may acquire such easements and rights in over or under any such railway or canal or works connected therewith as they may require for making maintaining working and using the said widening and may give notice to treat in respect of such easements and rights describing the nature thereof and (subject to the foregoing provisions of this section and to the other provisions of this Act) the provisions of the Lands Clauses Acts shall apply to and in respect of the acquisition of such easements and rights as fully as if the same were lands within the meaning of those Acts.

Power to acquire easements compulsorily in certain cases.

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

30. 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:—

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section 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 tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without 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

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and Scottish Railway Act, 1924.

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tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Power to certain owners to grant easements &c.

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

Power to enter upon property for survey and valuation.

32. The Company and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon giving in writing for the first time twenty-four hours' and afterwards twelve hours' previous notice enter upon and into the lands and premises by this Act authorised to be taken and used by them for the purpose of surveying and valuing the said lands and premises without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands and premises.

Costs of arbitration in certain cases.

33. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient par-

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

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34. In settling any question of disputed purchase money or compensation for lands acquired by the Company under the powers of this Act the tribunal settling the same shall not award any sum of money for or in respect of any improvement or alteration made or any building erected after the first day of November one thousand nine hundred and twenty-three if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the Company of such lands.

Compensation in case of recently altered buildings.

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—
Confirma-
tion of
diversion of
Ashby
Canal.

35.—(1) The Company may maintain and use the diversion of canal hereinafter described which has already been constructed and which shall for all purposes be deemed to form part of the Ashby Canal of the Company and the expenditure of money thereon is hereby sanctioned and confirmed (that is to say):—

A diversion in the urban district of Ashby Woulds in the county of Leicester of so much of the said canal as extends from a point 33 chains measured in an easterly and southerly direction along the said canal from the centre of the bridge carrying the public road from Moira to Ashby-de-la-Zouch over the said canal to a point 26 chains measured in a northerly direction along the said canal from the centre of the bridge carrying the public road from Donisthorpe to Ashby-de-la-Zouch over the said canal.

(2) The Company may abandon and discontinue the use of so much of the said canal as has been rendered unnecessary by the construction of the said diversion and may hold sell and dispose of or apply to the purposes of their undertaking the site and soil of any part of the portion of canal so abandoned and discontinued.

Confirma-
tion of pur-
chase of
lands by
Company.

36. The Company may hold use and appropriate for the purposes of their undertaking the following lands and premises which have already been acquired by them and the expenditure of money by the Company or by any company whose undertaking now forms part of the undertaking of the Company in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say):—

In the county of Buckingham—

Lands in the parishes of Slapton and Mentmore in the rural district of Wing on the east side of and adjoining the Company's London and Birmingham Railway near the mile-post indicating 38 miles thereon;

Lands in the parish of Wavendon in the rural district of Newport Pagnell on the south side of and adjoining the Company's Bletchley and Bedford Branch and goods yard near Woburn Sands Station:

In the county of Carnarvon—

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Lands in the borough of Bangor (1) on the north side of and adjoining the Company's Chester and Holyhead Railway and Carnarvon Road near Bangor Station and (2) on the south side of and adjoining the Company's said railway at the junction therewith of the Company's Bethesda Branch:

In the county of Chester—

Lands in the county borough of Stockport (1) on the west side of and adjoining the Company's Crewe to Manchester Railway between Cheadle Hulme Station and Stockport Station and (2) on the south side of and adjoining the Company's Stockport Junction Railway north of their pumping station;

Lands in the urban district of Cheadle and Gatley on the north-west side of and adjoining the Company's Crewe and Manchester Railway near Bridge No. 98:

In the county of Cumberland—

Lands in the parish of Hesket in the Forest in the rural district of Penrith and in the parish of Wreay in the rural district of Carlisle on the west side of and adjoining the Company's Lancaster and Carlisle Railway near Wreay Station;

Certain lands in the parish of Kirkandrews Nether Quarter in the rural district of Longtown on the south-west side of and adjoining the Company's main line from Glasgow to Carlisle between points respectively 253 yards and 478 yards north-west of the centre of the bridge carrying the public road from Annan to Carlisle over the said railway:

In the county of Denbigh—

Lands in the borough of Denbigh on the south side of and adjoining the Company's Mold and Denbigh Railway between the mile-posts indicating $13\frac{1}{4}$ and $13\frac{1}{2}$ miles thereon:

In the county of Derby—

Lands in the county borough of Derby (1) near the gasworks adjoining the River Derwent and the

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Derby Canal and (2) adjoining the Company's railway and the said gasworks;

Lands in the parish of Chaddesden in the rural district of Shardlow on both sides of the Company's Derby to Nottingham Railway situate near to Chaddesden sidings and adjoining the Derby Canal and the River Derwent;

Lands in the parish of Draycott in the rural district of Shardlow on the north side of the Company's Derby and Nottingham Railway on both sides of the Draycott Cemetery:

In the county of Essex—

Lands in the parish of Dagenham in the rural district of Romford on the north side of the Company's Southend Branch near Dagenham Station and adjoining Romford Road;

Lands in the county borough of Southend-on-Sea on the north side of the Company's Southend Branch at Leigh-on-Sea Station;

Lands in the county borough of West Ham known as Nos. 1 3 7 to 29 (odd numbers) 33 43 and 45 Riles Road;

Lands in the parish of West Thurrock in the rural district of Orsett (1) on both sides of the Company's railway from Barking to Tilbury partly adjoining the road from Purfleet to Aveley and the Military Camp and partly adjoining the High Road near Purfleet Station and (2) on the south side of the Company's said railway between the mile-posts indicating $16\frac{3}{4}$ and 18 miles thereon and near to West Thurrock sidings;

Lands in the parish of Aveley in the rural district of Orsett on the north side of and adjoining the Company's railway from Barking to Tilbury and situate between the road from Aveley to Purfleet and the stream known as the Mar Dyke;

Lands in the urban district of Shoeburyness on the south side of the Company's railway from Barking to Shoeburyness and near to the bridge carrying the Shoeburyness-South Shoebury Road over the said railway;

Lands in the parish of Hornchurch in the rural district of Romford on the north side of the Company's railway from Romford to Grays and between Wingletye Lane and Ingrebourne River: A.D. 1924.

In the county of Glamorgan—

Lands in the parish of Loughor (Borough) in the rural district of Swansea on the north side of and adjoining the Company's Penclawdd Branch between Gowerton and Penclawdd Stations:

In the county of Gloucester—

Lands in the city of Bristol situate between Avon Street and the Floating Harbour and adjoining the Company's goods depôt:

In the county of Hertford—

Lands in the borough of Watford on the south side of and adjoining the Company's Rickmansworth Branch near Wighenhall Road and the River Colne:

In the county of Lancaster—

Lands in the county borough of Blackpool on the east side of and adjoining the Company's Kirkham and Blackpool Railway near Waterloo Road Station;

Lands in the urban district of Thornton (1) on the west side of and adjoining the Company's Railway at Thornton Station and (2) on the east side of the Company's Railway adjoining the Bay Horse Hotel;

Lands in the borough of Leigh adjoining and lying between the Diggles and Bickershaw Branches of the Company's West Leigh Branch Railway;

Lands in the parish of Caton in the rural district of Lunesdale on the south side of the Company's railway from Skipton to Lancaster and near to the Cloughton level-crossing gate-house:

In the county of Leicester—

Lands in the parish of Oakthorpe and Donisthorpe in the rural district of Ashby-de-la-Zouch on both sides of and adjoining the Ashby Canal and extending northward from the bridge over the said canal numbered 72 to the parish boundary;

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Lands in the urban district of Ashby Woulds on both sides of and adjoining the Ashby Canal and extending southward from the bridge over the said canal known as Furnace Bridge to the district boundary;

Lands in the parish of Saxby in the rural district of Melton Mowbray extending from the north side of the Company's Saxby and Bourne Branch to the east side of the site of the Saxby old curve;

Lands in the parish of Sileby in the rural district of Barrow-upon-Soar (1) on the south side of the Company's railway from Leicester to Trent and to the east of the occupation bridge numbered 50 on the said railway and (2) on the north side of the Company's railway and adjoining the Company's goods yard at Sileby Station:

In the county of London—

Lands in the metropolitan borough of St. Pancras on the north side of and adjoining Gloucester Road and on the west side of Dumpton Place near the Company's Chalk Farm engine shed:

In the county of Middlesex—

Lands in the urban district of Wealdstone on the south side of and adjoining the Company's railway at Harrow and Wealdstone Station;

Lands in the parish of Pinner in the rural district of Hendon adjoining Headstone Lane to the south of and near to the Company's Headstone Lane Station:

In the county of Monmouth—

Lands in the urban district of Nantyglo and Blaina on the south side of and adjoining the Company's Brynmawr and Blaenavon Railway near Brynmawr Station;

Lands in the urban district of Bedwellty on the west side of and adjoining the Company's Sirhowy Railway between the mile-posts indicating $6\frac{1}{4}$ and $6\frac{1}{2}$ miles thereon;

In the county of Northampton—

Lands in the county borough of Northampton and the parish of Hardingstone in the rural district of Hardingstone on the south side of and adjoining the Company's Northampton and Peterborough Branch east of Northampton (Bridge Street) Station:

In the county of Nottingham—

Lands in the borough of Mansfield lying on both sides of the Company's Nottingham and Mansfield Railway near the Hermitage Mill:

In the county of Salop—

Lands in the urban district of Oakengates on the south side of and adjoining the Company's Coalport Branch between Hadley and Oakengates near Wombridge Farm:

In the county of Stafford—

Lands in the parish of Armitage in the rural district of Lichfield on both sides of and adjoining the Company's Trent Valley Railway between the mile-posts indicating 120 and 121 miles thereon;

Lands in the urban district of Brownhills on both sides of and adjoining the Company's Norton Branch between the mile-posts indicating $2\frac{1}{4}$ and $2\frac{1}{2}$ miles thereon;

Lands in the urban district of Cannock on both sides of and adjoining the Company's Norton Branch Extension and their Cannock and Rugeley Railway near the junction thereof;

Lands in the parish of Castle Church in the rural district of Stafford on the east side of and adjoining the Company's Grand Junction Railway near the mile-post indicating 28 miles thereon;

Lands in the parish of Pelsall in the rural district of Walsall on the east side of and adjoining the Company's Norton Branch and on the south side of and adjoining Wolverhampton Lane;

Lands in the borough of Stafford (1) on the north-east side of and adjoining the Company's Trent

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Valley Railway and Shrewsbury Road and (2) on the west side of and adjoining the Company's railway at Stafford Station north of Newport Road;

Lands in the county borough of West Bromwich on the south-west side of and adjoining the Company's engine shed at Bescot;

Lands in the urban district of Darlaston on the south side of and adjoining the Company's railway between Willenhall and Bescot at Bentley Road;

Lands in the parish of Whitmore in the rural district of Newcastle-under-Lyme on the south side of and adjoining the Company's pumping station near Whitmore Station:

In the county of Warwick—

Lands in the city of Birmingham (1) on both sides of and adjoining the Company's railway from Birmingham to King's Norton near to Lifford Old Station and (2) on the south side of and adjoining the Company's railway from Birmingham to Gloucester on both sides of the bridge numbered 130 carrying the said railway over the road from Northfield to King's Norton;

Lands in the city of Coventry on the west side of and adjoining the Company's Coventry and Leamington Railway near Quinton Road;

Lands in the city of Coventry and parish of Foleshill in the rural district of Foleshill adjoining the Company's Coventry and Nuneaton Railway at Three Spires Junction;

Lands in the borough of Nuneaton (1) on the west side of and adjoining the Company's Nuneaton Station and (2) on both sides of and adjoining the Company's Nuneaton and Leicester Branch and east of and adjoining the Company's Trent Valley Railway at its junction with the said branch;

Lands in the parish of Harborough Magna in the rural district of Rugby on both sides of the Company's railway from Rugby to Leicester to the north of the occupation bridge numbered 9 on the said railway:

In the county of Westmorland—

A.D. 1924.

Lands in the parish of Burton in the rural district of South Westmorland on the west side of and adjoining the Company's railway between Burton and Holme Station and Milnthorpe Station near Holme Mills;

Lands in the parish of Scalthwaiterigg in the rural district of South Westmorland on the east side of and adjoining the Company's Lancaster and Carlisle Railway near the bridge numbered 79 on the said railway:

In the west riding of the county of York—

Lands in the urban district of Lepton on the west side of and adjoining the Company's spoil tip near Kirkheaton Station;

Lands in the parish of Brinsworth in the rural district of Rotherham on the west side of and adjoining the Company's Derby to Leeds Railway at Masboro' Sorting Sidings South;

Lands in the parish of Cracoe in the rural district of Skipton on the west side of the Company's Grassington Branch adjoining Rylstone Station.

37. For the protection of the mayor aldermen and burgesses of the county borough of West Ham the following provisions shall apply and have effect (that is to say):—

For protection of West Ham Corporation.

Section 3 of the Housing of the Working Classes Act 1903 shall apply to the lands in the county borough of West Ham described in the section of this Act of which the marginal note is "Confirmation of purchase of lands by Company" as if such lands were acquired under the powers of this Act and if and in so far as any scheme approved by the Minister of Health under the Schedule to that Act so permits and unless otherwise agreed between the Company and the said mayor aldermen and burgesses any dwelling accommodation provided in pursuance of that section as so applied shall be situate in the said county borough and be of a net rateable value of not less than the aggregate net rateable value of the premises for which such dwelling accommodation is substituted.

A.D. 1924.

—
For protec-
tion of
Rainham
Commis-
sioners of
Sewers.

38. For the protection of the commissioners of sewers for the levels of Rainham Wennington West Thorock and Aveley Chadwell Little Thorock and Grays East Tilbury West Tilbury and Childerditch in the county of Essex (in this section referred to as "the commissioners") the following provisions shall unless otherwise agreed in writing between the commissioners and the Company have effect (that is to say) :—

(1) The Company shall not use the lands in the parish of Aveley in the rural district of Orsett and county of Essex referred to in the section of this Act of which the marginal note is "Confirmation of purchase of lands by Company" for any purpose or execute or do upon the said lands any work act or thing which shall injure or affect the banks bed or channel of the Mar Dyke or obstruct impede or interfere with the free and uninterrupted flow and passage of water therein and shall not encroach upon the said bed or channel :

(2) Nothing in this Act shall extend to prejudice diminish alter or take away any of the rights powers or authorities vested or to be vested in the commissioners but all such rights powers and authorities shall be as valid and effectual as if this Act had not been passed.

Confirma-
tion of
purchase of
lands by
Great
Central and
North Staf-
fordshire
Committee.

39. The Great Central and North Staffordshire Railway Committee may hold use and appropriate for the purposes of their undertaking the following lands and premises which have already been acquired by them and the expenditure of money by the said committee in or about the purchase or acquisition thereof or the works executed thereon is hereby sanctioned and confirmed (that is to say) :—

In the county of Chester—

Lands in the parish of Poynton-with-Worth in the rural district of Macclesfield on the north side of Shrigley Road 1 chain west of the railway of the said committee.

As to pri-
vate street
expenses in
certain
cases.

40.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired

or used by the Company under or in pursuance of the powers or for the purposes of this Act (a) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

(2) The expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be.

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

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

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

41. The Company may convey by way of gift to the urban district council of Wolverton as a site for a war memorial all the estate and interest of the Company in the lands in the urban district of Wolverton in the county of Buckingham known as the Market Place and the said council may take and hold the said lands accordingly.

Gift of war
memorial
site at
Wolverton.

42.—(1) The Company shall forthwith prepare a scheme for providing adequate railway communication between the city of London and the county borough of

Scheme for
railway
facilities at
Southend.

A.D. 1924. Southend-on-Sea (including sufficient station accommodation in the said city) and shall forward such scheme to the mayor aldermen and burgesses of the said county borough (in this section referred to as "the corporation.") not later than the thirtieth day of September one thousand nine hundred and twenty-four and when the said scheme is agreed to by the corporation the Company shall with all reasonable despatch carry out the same and the Company shall in the session of 1925 apply to Parliament for and use their best endeavours to obtain any further powers which may be necessary to enable them so to do.

(2) If the said scheme shall not be agreed to by the corporation the Company shall in the session of 1925 apply to Parliament for and use their best endeavours to obtain all powers necessary to enable them to carry out a scheme for providing adequate railway communication between the said city and the said county borough (including sufficient station accommodation as aforesaid) and when such powers have been obtained the Company shall with all reasonable despatch carry out such scheme.

Extending
power to
purchase
additional
lands by
agreement.

43. Subject to the provisions of this Act the Company may from time to time in addition to the lands authorised to be compulsorily taken by them for the purposes of this Act and of the several Acts from time to time relating to their undertaking contract with any party willing to sell the same for the purchase of any lands for any of the purposes stated in section 45 of the Railways Clauses Consolidation Act 1845.

For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any undertaking now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies.

Power to
lease &c.
lands.

44.—(1) Notwithstanding anything to the contrary contained in the Lands Clauses Acts or any Act relating to the Company the Company shall not be required to sell or dispose of any lands or premises which from time to time have been purchased or acquired by the Company or any company whose undertaking now forms part of the undertaking of the Company or any lands or premises

acquired by the Company under the powers of this Act and which lands or premises are not immediately or may not hereafter be required for the purposes of the undertaking of the Company but the Company may retain hold and use or may sell mortgage demise lease or otherwise dispose of such lands and premises. A.D. 1924:

(2) For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any lands or premises which from time to time have been purchased or acquired by the Company or any company whose undertaking now forms part of the undertaking of the Company jointly with any other company means and includes the Company and such other company or the company whose undertaking now includes the undertaking of such other company and the expression "lands or premises" shall be deemed not to include any mines of coal ironstone slate or other minerals.

45. The periods now limited by Orders of the Minister of Transport for the completion of— Extension of time for completion of works.

(1) Railway No. 2 authorised by the Lancashire and Yorkshire Railway Act 1891;

(2) Railways Nos. 2 and 3 authorised by the Lancashire and Yorkshire Railway (Various Powers) Act 1902;

(3) Railway (No. 2) authorised by the Axholme Joint Railway (Hatfield Moor Extension Light Railway) Order 1905;

(4) The Hatfield Moor Further Extension Railway authorised by the Lancashire and Yorkshire and North Eastern Railways Act 1909; and

(5) Railways Nos. 2 and 3 authorised by the Lancashire and Yorkshire Railway Act 1913;

are hereby extended until the first day of October one thousand nine hundred and twenty-eight and the said Acts and Order shall be read and construed as if the period limited by this section for the completion of the works had been the period limited by the said Acts and Order for the completion thereof respectively.

A.D. 1924.

Abandon-
ment of
certain
railways.

46.—(1) The Company may abandon the construction of—

Railway No. 1 authorised by the Lancashire and Yorkshire Railway (Various Powers) Act 1904;

Railway No. 5 authorised by the Lancashire and Yorkshire Railway Act 1913; and

The Railways authorised by the Clayton-le-Moors Light Railway Order 1912.

(2) The abandonment by the Company under the authority of this Act of the said railways 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 or the Lancashire and Yorkshire Railway 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 has been temporarily occupied by the Company or the Lancashire and Yorkshire Railway Company 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 in the Acts and Order hereinbefore in this section referred to.

(3) Where before the passing of this Act any contract has been entered into or notice given by the Company or the Lancashire and Yorkshire Railway Company for the purchase of any land for the purposes of or in relation to the said railways 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 paid for lands taken under the provisions thereof.

47. The Company may abandon and discontinue the maintenance and use of and may remove their Church Road Station Birmingham and may (subject to the provisions of the section of this Act of which the marginal note is "For protection of Edgbaston Estate") sell or retain hold or apply to the purposes of their undertaking the site and soil of any part of the said station so abandoned as aforesaid.

A.D. 1924.
—
Power to discontinue Church Road Station Birmingham.

48. For the protection of the Honourable Rachel Anstruther Gough-Calthorpe her successors in title and assigns or other the owner or owners for the time being of the estate in the city of Birmingham known as "the Edgbaston Estate" (all of whom are in this section included in the expression "the owner") the following provisions shall have effect (that is to say):—

For protection of Edgbaston Estate.

Except as otherwise expressly enacted by the section of this Act of which the marginal note is "Power to discontinue Church Road Station Birmingham" all the provisions of Section 9 of the Midland Railway (Additional Powers) Act 1879 and of Section 18 of the Midland Railway (Additional Powers) Act 1881 and all the covenants and restrictions and other provisions of the deeds of conveyance from the Right Honourable Frederick Henry William Baron Calthorpe (now deceased) to the Midland Railway Company of portions of the Edgbaston Estate dated respectively the thirty-first day of December one thousand eight hundred and seventy-eight and the seventh day of December one thousand eight hundred and eighty-six shall continue in full force and effect for the protection of the owner.

49. The Company may supply electricity in bulk to the mayor aldermen and burgesses of the borough of Crewe (in this section referred to as "the corporation") and the corporation may take and use such supply for any of the purposes of their electricity undertaking as from time to time authorised and the Company and the corporation may enter into and carry into effect contracts and agreements with reference to such supply and the terms and conditions upon which the same may be afforded:

Power to Company to supply electricity to Crewe Corporation.

A.D. 1924.

Provided that all provisions for the protection of the Postmaster-General and his telegraphic lines which are contained in the Electricity (Supply) Acts 1882 to 1922 and in the Schedule to the Electric Lighting (Clauses) Act 1899 shall so far as applicable extend to any supply of electricity under this section or any contract or agreement made thereunder and to any works constructed for the purposes of such supply.

As to
management
of certain
joint pro-
perty of
Company
and London
and North
Eastern
Railway
Company.

50.—(1) The Company and the London and North Eastern Railway Company may enter into and carry into effect arrangements or agreements for the appointment of one or more joint committees which they are hereby authorised to appoint for the management of the stations railways works hotels and steamships now managed by the several joint committees and the joint board mentioned in the Second Schedule to this Act or any of them and of any other stations railways works hotels and steamships in which they may hereafter become jointly interested and may alter and vary such arrangements or agreements.

(2) Any such joint committee shall consist of such number of members to be appointed by the said Companies in such proportions and shall be subject to such powers of removal and to such orders regulations directions and authorities as the said Companies may agree and shall have exercise enjoy and be subject to such of the powers authorities duties and obligations which the said Companies jointly or any joint committee or joint board may now exercise or are subject to in relation to the stations railways works hotels and steamships in this section referred to as the said Companies shall agree to delegate to them.

(3) From and after the appointment of any such joint committee the said stations railways works hotels and steamships respectively shall be managed by them in conformity with the powers authorities duties and obligations so delegated to them as aforesaid.

Advances on
mortgage
for housing
of staff.

51. In order to facilitate the provision of housing accommodation for persons in the employment of the Company and to enable such persons to acquire such accommodation the Company shall have power and shall be deemed always to have had power to make advances to any member of the staff of the Company

upon the terms that repayment of all such advances together with such rate of interest thereon as may be agreed shall be secured to the Company by mortgage or charge legal or equitable of any freehold copyhold or leasehold dwelling-house or by bond and disposition in security or other heritable security over any dwelling-house occupied or proposed to be occupied by such member and to exercise with respect to all such dwelling-houses all such powers of sale foreclosure and otherwise as may be vested in the Company as mortgagees or heritable creditors by statute or by the deed or instrument constituting such mortgage charge or security And in the event of the Company becoming entitled by foreclosure or otherwise to any such dwelling-house they may retain and hold or sell lease let or otherwise dispose of such dwelling-house as they may think fit. A.D. 1924.

52.—(1) In order to facilitate the provision of houses for the accommodation of persons in the employment of or who have been employed by the Company the Company may do all or any of the following things:— Provision of houses for staff.

- (a) Purchase or lease land and houses whether of freehold copyhold or leasehold tenure or otherwise and hold or dispose of the same and any other land and houses already acquired by the Company;
- (b) Erect and maintain houses on land now held or hereafter acquired by the Company;
- (c) Demise or let any land or tenement now held or hereafter acquired by the Company;
- (d) Promote the formation or extension of or assist a public utility society or housing trust as defined by section 40 of the Housing Town Planning &c. Act 1919 or by section 31 of the Housing Town Planning &c. (Scotland) Act 1919 or by section 33 of the Housing (Ireland) Act 1919 whose objects include the acquisition construction improvement or management of houses for the working classes;
- (e) Promote and form or assist in the promotion and formation or extension of any company or other body for the purpose of the acquisition construction improvement or management of houses for persons in the employment of the Company; and

A.D. 1924.

(f) Make advances to or subscribe for and hold the shares of any such society trust company or body.

(2) Any provision in any public or local Act or in any byelaw or in any order or scheme made under the Housing Acts 1890 to 1923 the Town Planning Acts 1909 to 1923 the Housing (Scotland) Acts 1890 to 1923 the Town Planning (Scotland) Acts 1909 to 1923 the Housing Acts (Northern Ireland) 1890 to 1923 or any Act amending the same respectively which exempts a railway or any property of a railway company from any of the provisions of such Act byelaw order or scheme or of any other Act byelaw order or scheme shall not apply to any house purchased taken on lease or erected by the Company under the powers of this section or to the drainage of or any land used for the purposes of any such house and nothing in this section shall exempt any such house from the provisions of any such Act byelaw order or scheme.

(3) Nothing in this section shall relieve the Company their successors or assigns from any covenant condition or restriction whether imposed by Act of Parliament deed or otherwise and attaching to or enforceable against the Company in respect of any land house or tenement now held or hereafter acquired by them.

(4) Nothing in this section shall empower the Company to afford a supply of electricity within or for use within any such house or tenement as aforesaid.

(5) For the purposes of this section and the preceding section of this Act the expression "the Company" means and includes in addition to the Company any company whose undertaking now forms part of the undertaking of the Company and any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any person now or hereafter in the employment of the Company jointly with any other company or companies means and includes the Company and such other company or companies.

As to rights
of way over
roads and
footpaths.

53.—(1) From and after the passing of this Act no right of way as against the Company shall be acquired by prescription or user or prescriptive user over any road or footpath now or hereafter the property of the Company and forming an access or approach to any station or

goods yard or any dock or harbour premises of the Company nor shall a dedication to the public of any such road or footpath be presumed by reason of any user thereof by the public if and so long as the Company maintain in some conspicuous position in such road or footpath a notice stating that the same is a private road or footpath : A.D. 1924.

Provided that no such notice shall be effective for the purposes of this section unless at least one month before it is first exhibited the Company give notice in writing (accompanied by a copy of this section) (a) in England and Wales to the council of the borough or urban or rural district in which the road or footpath to which the notice relates is situate and in addition where it is situate in a rural district to the parish council or chairman of the parish meeting of the parish concerned (b) in Scotland to the council of the burgh or parish in which the road or footpath to which the notice relates is situate and (c) in Northern Ireland to the council of the borough or urban district and where situate elsewhere than in a borough or urban district to the council of the county in which the road or footpath to which the notice relates is situate Provided also that nothing in this section shall prejudice or affect any public right of way in existence prior to the first exhibition of any such notice.

(2) For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any roads and footpaths now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies.

54.—(1) The Company shall have power and shall be deemed always to have had power to build and fit up houses shops chambers flats offices or any other similar buildings on any lands which have already been or may hereafter be acquired or held by the Company under the powers of this Act or of any previous Act or on or over any station or railway or canal of the Company or any station or railway or canal which they may hereafter erect or acquire under any such powers and to hold sell Powers as to building on or over lands.

[Ch. liv.] *London Midland* [14 & 15 GEO. 5.]
and Scottish Railway Act, 1924.

A.D. 1924. demise let or otherwise dispose of any interest of or in any buildings or any part or parts of buildings erected or to be erected on any such lands or over any such station or railway or canal of the Company or on the site thereof and also to sell, demise let or otherwise dispose of the right to build on any of the said lands or on or over any such station or railway or canal or upon the sites thereof respectively.

(2) Every such demise letting disposition or other dealing shall be for such consideration and on such terms and conditions and generally in such manner as the Company shall think fit and in particular any lease or letting may be for any term or number of years whether in possession or reversion and in the case of a building lease at a peppercorn rent for any term of years not exceeding five and the Company may enter into execute and do any contract deed act or thing proper for effectuating any such demise letting disposition or other dealing as aforesaid.

(3) Any provision in any public or local Act or in any byelaw or in any order or scheme made under the Housing Acts 1890 to 1923 the Town Planning Acts 1909 to 1923 the Housing (Scotland) Acts 1890 to 1923 the Town Planning (Scotland) Acts 1909 to 1923 the Housing Acts (Northern Ireland) 1890 to 1923 or any Act amending the same respectively which exempts a railway or any property of a railway company from any of the provisions of such Act byelaw order or scheme or of any other Act byelaw order or scheme shall not apply to any building built or fitted up by the Company under the powers of this section or to the drainage of or any land used for the purposes of any such building and nothing in this section shall exempt any such building from the provisions of any such Act byelaw order or scheme.

(4) Nothing in this section shall relieve the Company their successors or assigns from any covenant condition obligation or restriction imposed by any public or local Act or by any deed or otherwise and attaching to or enforceable against the Company in respect of any lands which have already been or may hereafter be acquired by them.

(5) Nothing in this section shall empower the Company to afford a supply of electricity within or for use within any such building as aforesaid.

(6) For the purposes of this section the expression "the Company" means and includes in addition to the Company any company whose undertaking now forms part of the undertaking of the Company and any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any lands stations and railways now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies.

A.D. 1924.

55. If in the exercise of the powers of the section of this Act of which the marginal note is "Powers as to building on or over lands" the Company alter the entrances to or exits from any station in the administrative county of London such alterations shall be designed so that the altered entrances or exits shall cause the least practicable inconvenience to the public traffic in the adjoining streets and before the works are commenced plans thereof shall be submitted to the London County Council for their approval and any difference arising between the Company and the said council respecting such plans shall be determined 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 Arbitration Act 1889 shall apply to any such arbitration.

For protec-
tion of
London
County
Council.

56.—(1) Where the Company have purchased or acquired or may purchase or acquire any lands or any interest in any lands under or through which any railway or canal of the Company is or may be carried in tunnel it shall be lawful for the Company to convey or surrender those lands or any portion of those lands (whether such portion be divided horizontally or vertically from the remainder) or any interest in those lands or portion thereof for such estates for such consideration and upon and subject to such covenants terms and conditions as they may think fit or to let on lease or otherwise dispose of those lands or portion thereof or interest therein for such term of years and at such rents or for such other consideration and subject to such covenants terms and conditions as the Company shall deem expedient.

Disposal of
lands over
tunnels.

(2) Nothing in this section shall relieve the Company their successors or assigns from any covenant condition

[Ch. liv.] *London Midland* [14 & 15 GEO. 5.]
and Scottish Railway Act, 1924.

A.D. 1924. obligation or restriction imposed by any public or local Act or by any deed or otherwise attaching to them in respect of any such lands as aforesaid.

(3) For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any lands railways and canals now or hereafter belonging to the Company jointly with any other company or companies means and includes the Company and such other company or companies and the expression "any lands or any interest in any lands" shall be deemed not to include any mines of coal ironstone slate or other minerals.

(4) The following enactments relating to the sale of lands over tunnels are hereby repealed:—

Section 52 of the Lancashire and Yorkshire Railway Act 1910; and

Section 43 of the London and North Western Railway Act 1912.

Railway
constable:

57.—(1) Subject to the conditions hereinafter set forth any two justices having jurisdiction in any one of the counties cities or boroughs in which the constables hereinafter mentioned are to act may on the application of the Company appoint all or so many as they think fit of the persons recommended to them for that purpose by the Company to act as constables in on and in the vicinity of the whole of the railways stations works and undertakings in England and Wales now or hereafter belonging or leased to or worked by the Company either solely or jointly with any other company or companies or to or by any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented and the following provisions shall apply to every appointment so made:—

(a) Every person so appointed shall make oath or declaration in due form of law before any justice having jurisdiction in any one of the counties cities or boroughs in which such person is to act duly to execute the office of a constable;

(b) Every person so appointed and having been sworn or having made declaration as aforesaid shall during the continuance of his appointment have all the powers protection and privileges of a constable in respect of the exercise of his duties and may follow and arrest any person who has committed in on or in the vicinity of such railways stations works or undertakings any offence for which he might have been arrested while in on or in the vicinity of the same. Provided that no such powers shall be exercised outside the limits of the premises of the Company except in regard to matters connected with or affecting the Company or their undertaking;

(c) Any two justices assembled and acting together or the Company may dismiss from his office or accept the resignation of any constable so appointed and thereupon all powers protection and privileges belonging to such person by virtue of such appointment shall wholly cease. No person so dismissed or resigning shall be capable of being re-appointed except with the consent of the authority by whom he was dismissed;

(d) The local authorities of any county city or borough shall not be liable for any expense of or be responsible for any acts or defaults of such constables or for anything connected with or consequent upon their appointment and nothing in this Act contained shall restrict or affect the jurisdiction or powers of the respective local authorities of the county city or borough as the case may be or of any police force;

(e) A constable appointed as aforesaid shall not act as such under the authority of this Act unless he be in uniform or provided with an authority to act as a constable which authority the justice before whom such constable makes oath or declaration as aforesaid is hereby empowered to grant and if the constable be not in uniform he shall show such authority whenever called upon to do so.

[Ch. liv.] *London Midland* [14 & 15 GEO. 5.]
and Scottish Railway Act, 1924.

A.D. 1924.

(2) Every person who immediately prior to the passing of this Act is duly appointed to act as a constable employed by the Company in England and Wales shall be deemed to have been duly appointed to act in pursuance of this section as if his appointment had been made thereunder.

(3) This section shall apply to Scotland with the substitution of the words "sheriff or sheriff substitute" for "two justices" "justice" and "two justices assembled and acting together" and with the substitution of "Scotland" and "burgh" for "England and Wales" and "borough" respectively.

(4) The following enactments relating to railway constables are hereby repealed so far as they extend to Great Britain:—

Section 275 of the Manchester and Leeds Railway Act 1836;

Section 38 of the London and North Western Railway (Additional Powers) Act 1868;

Section 41 of the Lancashire and Yorkshire Railway Act 1898;

Section 60 of the Caledonian Railway (General Powers) Act 1899;

Section 48 of the Midland Railway Act 1900;

Section 47 of the London and North Western Railway Act 1912; and

Section 38 of the North Staffordshire Railway Act 1921.

Powers of
police as to
search and
arrest.

58.—(1) Any person in the employment or employed upon the property of the Company solely or of the Company in conjunction with any other company or companies or of any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented who is found upon or in the immediate vicinity of any railway harbour dock canal station or other premises now or hereafter belonging or leased to or worked by the Company or such companies or joint committee and which is or are situate wholly or partially within the metropolitan police district or any of the areas specified in the Third Schedule to this Act or upon any vessel in any such harbour dock

or canal and who may be reasonably suspected of having in his possession or conveying in any manner anything stolen or unlawfully obtained on or from any such premises or any such vessel may be stopped searched and taken into custody without a warrant by any constable to be dealt with according to law and every such constable may also stop and search any vessel cart or carriage in any such premises as aforesaid in or upon which there shall be reason to suspect that anything stolen or unlawfully obtained may be found. A.D. 1924.

(2) Every such person so taken into custody who shall be brought before any court of summary jurisdiction charged with having in his possession or conveying in any manner anything which may be reasonably suspected of being stolen or unlawfully obtained and who shall not prove that the same had never been in his possession or conveyed by him or give an account to the satisfaction of such court how he came by the same shall be guilty of an offence against this section and liable on summary conviction to a penalty not exceeding five pounds or in the discretion of the court to imprisonment with or without hard labour for a term not exceeding two calendar months.

59.—(1) Any person who shall trespass upon any of the lines of railway or sidings now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies or to or by any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented or who shall trespass upon any other railway property belonging leased or worked as aforesaid in dangerous proximity to live electrical apparatus used for or in connection with the working of the railway shall on summary conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall apply to this enactment. For better prevention of trespass on railway.

(2) No person shall be subject to any penalty under this section unless it shall be proved to the satisfaction of the court before which complaint is laid that public

A.D. 1924.

warning has been given to persons not to trespass upon the railway by notices painted on boards or printed on paper and pasted on boards or enamelled on metal or otherwise as the Company or such companies or joint committee may think fit and clearly exhibited and that one or more of such notices has been affixed at the station on that railway and at the public road level crossing (if any) nearest to the spot where such trespass is alleged to have been committed and such warning shall be renewed as often as the same shall be obliterated or destroyed and no penalty shall be recoverable unless such warning is so placed and renewed.

(3) This section shall not extend to Scotland.

Stone
throwing on
railway.

60.—(1) Any person who shall unlawfully throw or cause to fall or strike at against into or upon any engine tender carriage or truck used upon or any works or apparatus upon any of the railways now or hereafter belonging or leased to or worked by the Company solely or in conjunction with any other company or companies or to or by any joint committee now or hereafter incorporated or constituted by Act of Parliament on which the Company may be represented any wood stone or other matter or thing likely to cause damage or injury to persons or property shall on conviction be liable to a penalty not exceeding forty shillings and the provisions of the Railways Clauses Consolidation Act 1845 with respect to the recovery of damages not specially provided for and of penalties and to the determination of any other matter referred to justices shall apply to this enactment.

(2) Where the person charged under this section is a male under the age of fourteen years the Court of Summary Jurisdiction before whom the offender is charged shall on conviction have the same powers as are conferred upon them by subsection (1) (d) of section 10 of the Summary Jurisdiction Act 1879 or by subsection (1) (d) of section 4 of the Summary Jurisdiction over Children (Ireland) Act 1884.

(3) This section shall not extend to Scotland.

Savings
bank.

61. From and after the passing of this Act the following provisions shall apply with respect to any savings bank established or to be established by the Company or established by any company whose under-

taking now forms part of the undertaking of the Company in lieu of the provisions relating to savings banks of any Act of any such company as aforesaid and shall extend and apply to any person whose salary or wages is or are wholly or in part paid by the Company and who is employed (a) by the Company (b) by the Company jointly with any other company or companies (c) by any company whose undertaking is leased to or worked by the Company solely or jointly with any other company or companies or (d) by any joint committee on which the Company is represented and shall also extend and apply to any such person who has retired from service owing to incapacity arising from ill health or old age or who is in receipt of any pension allowance from any superannuation or pension fund of the Company and may (if the rules hereinafter referred to so provide) extend and apply to the husband wife son or daughter or ward and (during the period of her widowhood) the widow of any of the persons aforesaid (that is to say) :—

- (1) The Company may establish a savings bank and may amalgamate therewith any existing savings bank of the Company and may maintain the same with or without branches at such of their stations offices and works as they may think fit and may thereat receive moneys by way of deposit at interest from any of the persons hereinbefore in this section referred to :
- (2) Every such deposit with the interest thereon shall be a charge on the net profits of the undertaking of the Company next after the mortgage and debenture debt of the Company and the interest thereon :
- (3) The Company may make rules for the regulation of any such savings bank and two copies of such rules and of every amendment or alteration thereof under the hands of three of the directors and of the secretary of the Company shall be sent to the registrar as defined by the Friendly Societies Act 1896 in this section referred to as " the registrar " :
- (4) Such rules shall provide—
 - (a) For the management of the savings bank and for the chief office of the same ;

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(b) If thought fit for the appointment and discharge of trustees;

(c) For the payment in and the withdrawal of deposits the rate of interest thereon and the payment of such interest;

(d) For the keeping and auditing of accounts;

(e) For the balancing of accounts once a year at least and the sending on or before the first day of April in every year to the registrar a general statement (to be called the annual return) of the receipts and expenditure funds and effects of the savings bank as audited made out to the last preceding thirty-first day of December together with a copy of the auditor's report (if any);

(f) For supplying every depositor on demand with a copy of the rules for the time being and with a copy of the annual return gratuitously;

(g) For keeping a copy of the last annual return with the auditor's report (if any) always hung up in a conspicuous place at the chief office of the savings bank;

(h) For giving notice within fourteen days to the registrar of any change in the chief office;

(i) For the settlement of disputes between the Company and any depositor or his representatives:

(5) The registrar on being satisfied that the rules or that any amendment of rules of a savings bank are or is in conformity with law and with the provisions of this section shall issue to the Company an acknowledgment of registry of such savings bank and rules or of such amendment of rules which shall be conclusive evidence that such savings bank and rules or such amendment of rules are or is duly registered:

(6) The rules when so registered shall be binding on the Company and its officers and on the depositors and their executors administrators and nominees:

- (7) Unless otherwise provided by the rules the Company shall be deemed to be the trustees of any savings bank established by them :
- (8) Deposits may if the rules so permit be received from or on behalf of infants pupils and minors and infants and minors above the age of sixteen years may execute all instruments and give all acquittances necessary to be executed or given under the rules but all instruments and acquittances relating to the deposits or claims of infants pupils or minors under the age of sixteen shall be executed or made by their parents or guardians :
- (9) A depositor above the age of sixteen may by writing under his hand sent to the secretary of the savings bank nominate any person above the age of sixteen to whom his deposits not exceeding one hundred pounds shall be paid at his decease and may from time to time in like manner revoke or vary such nomination :
- (10) If any depositor shall become insane or otherwise incapacitated to act and the same shall be proved to the satisfaction of the secretary of the savings bank and he shall be satisfied of the urgency of the case he may authorise the payment if necessary for the maintenance of the depositor of the balance standing to the credit of such depositor or any part thereof to any person or institution having care of the depositor whose receipt shall be a sufficient discharge :
- (11) The deposits not exceeding one hundred pounds of a person who dies intestate and without having made any nomination under this section which remains unrevoked at his death may be paid in England and Wales and in Northern Ireland without letters of administration or in Scotland without confirmation to the person who appears to the secretary of the savings bank upon such evidence as he may deem satisfactory to be entitled by law to receive the same and section 6 of the Industrial and Provident Societies (Amendment) Act 1913 shall

A.D. 1924.

apply as if the savings bank were a registered society and as if the secretary of the savings bank were the committee of the society referred to in that section :

(12) Sections 8 and 9 of the Provident Nominations and Small Intestacies Act 1883 shall apply to every savings bank in this section referred to as if it were a society and to the depositors therein as if they were members and sections 9 10 48 and 49 of the Trustee Savings Banks Act 1863 as amended by the Savings Banks (Barrister) Act 1876 shall apply to every savings bank in this section referred to :

(13) If the trustees or officers of a savings bank fail to give any notice to send any document or return or to do anything which they are in pursuance of this section required to do or make a return or wilfully furnish information to the registrar in any respect false or insufficient or otherwise act contrary to the provisions of this section they shall be liable to a penalty not exceeding five pounds recoverable at the suit of any person aggrieved or of the registrar in a court of summary jurisdiction in manner directed by the Summary Jurisdiction Acts :

(14) Section 100 of the Friendly Societies Act 1896 shall apply to any instrument or document or copy or extract of any instrument or document to be executed or issued by the registrar for the purposes of this section A copy of the rules under the seal of the Company shall also be evidence of such rules :

(15) The following fees shall be payable to the registrar for matters to be transacted under the provisions of this section and shall be paid by the registrar into His Majesty's Exchequer :

£ s. d.

For the acknowledgment of registry of a savings bank and rules and of every amendment of such rules -	1	1	0
For the determination of the registrar on a dispute -	1	1	0

And if more than one hearing or adjournment become necessary then £ 1s. 0d. in addition for every hearing after the first and for every adjournment; A.D. 1924.

For every document required to be signed by the registrar or to bear the seal of the central office referred to in the Friendly Societies Act 1896 not chargeable with any other fee to the registrar - - - 0 2 6

For every inspection on the same day of documents (whether one or more) in the custody of the registrar relating to the same savings bank - - - - - 0 1 0

For every copy of or extract from any document in the custody of the registrar not exceeding two hundred and sixteen words - - - - - 0 1 0

And if exceeding that number fourpence per folio of seventy-two words in addition to the fee (if any) for the signature of the registrar or seal of the said central office.

62.—(1) Notwithstanding anything contained in section 10 of the Companies Clauses Consolidation Act 1845 as from time to time applied to the Company the Company may substitute for the shareholders' address book provided under that section a card or other index (of a type to be approved by the auditors of the Company) containing the names and addresses of the several shareholders of the Company and that section in its application to the Company shall be read and have effect accordingly and when such card or other index has been so substituted section 34 of the Regulation of Railways Act 1868 shall cease to apply to the Company:

Substitution
of card
index for
shareholders
address
book.

Provided that the charge made for a copy of such card or other index shall not exceed the sum of ten pounds.

(2) If the Company act in contravention of section 10 of the Companies Clauses Consolidation Act 1845 as varied by this section they shall be liable for each offence to a penalty not exceeding twenty pounds which shall be recoverable and applied in the same

A.D. 1924. — manner as penalties imposed by the Railways Clauses Consolidation Act 1845 are for the time being recoverable and applicable.

Power to strike a balance for dividend and interest.

63.—(1) The directors of the Company may fix a date for striking the balances for dividend on the guaranteed preference and ordinary stocks of the Company not being more than thirty-seven days before the day on which the dividend is to be declared and for striking the balances for interest on the debenture stock of the Company on any day not being more than twenty-one days before the day on which such interest is proposed to be paid. Provided that seven days' notice of the date so fixed shall be given by advertisement in a newspaper published in London in a newspaper published in Edinburgh and in a newspaper published in Belfast and the dividend or interest shall be payable to the persons whose names are registered in the books of the Company on the date so fixed.

(2) No proprietors other than those whose names are registered in the books of the Company on the date so fixed shall be entitled to attend or vote at or be deemed to be on the register of the Company for the purposes of the ordinary meeting of the Company at which the dividend on any such stock is to be declared or any extraordinary meeting held at any time after the balance is struck up to and including the day on which such ordinary meeting is held.

(3) Section 40 of the North Western Midland and West Scottish Group Amalgamation Scheme 1923 is hereby repealed.

Transfers of Company's stock need not be under seal.

64. Notwithstanding any law custom or usage to the contrary any form of transfer or power of attorney authorising the transfer of any stock of the Company shall be deemed to be sufficiently executed by a party thereto being an individual if duly signed by him and attested by two credible witnesses.

Power to Company to apply funds.

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

66. The Joint Committee and the Great Central and North Staffordshire Railway Committee may apply to the purposes of this Act in which they are respectively interested and to which capital is properly applicable any of the moneys which they may have raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

A.D. 1924.

Power to
Joint Com-
mittees to
apply funds.

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

Recovery of
demands.

68. Except as otherwise expressly provided nothing in this Act contained shall exempt the Company or any other company or committee upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by the said companies or any such committee respectively.

Provision as
to general
Railway
Acts.

69. For the purpose of section 6 of the Government of Ireland Act 1920 this Act so far as it relates to Northern Ireland shall be deemed to be an Act passed before the appointed day.

Application
of Act to
Northern
Ireland.

70. 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. 1924. The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE
TAKEN COMPULSORILY.

Area.	No. on Deposited Plans.	Description of property in Book of Reference.
Parish of Kibworth Beauchamp.	2	Gardens.
Parish of Staveley ...	9	Land colliery works and sidings water main telegraph and tele- phone posts and wires.
	11	Pump-house and garden.
	23	Land motor garage and works.
	24	Shop and store.
	33	Garden ground.
	41	Land colliery works and water- courses.
City of Leeds ...	3	Water settling tank and slag heap.
	6	Builder and contractor's yard.
Urban District of Prestatyn.	6	Forge storage land sheds and occu- pation road.
	18	Rough land.
	19	Garden ground.
	20	Workshop offices and sheds and timber storage ground.

THE SECOND SCHEDULE.

A.D. 1924.

JOINT COMMITTEES AND JOINT BOARD OF THE LONDON
MIDLAND AND SCOTTISH RAILWAY COMPANY AND
THE LONDON AND NORTH EASTERN RAILWAY
COMPANY.

Axholme Joint Railway Committee.

Carlisle (Dentonholme) Station Committee.

Great Central and North Western Railways Joint Committee.

Great Central and Midland Committee.

Great Central and North Staffordshire Railway Committee.

Great Central-Hull and Barnsley and Midland Committee.

Great Northern and London and North Western Joint
Committee.

Halifax and Ovenden Joint Committee.

Halifax High Level Joint Committee.

Leeds New Station Committee.

London and North Western and Great Northern Joint
Stations Committee.

Methley Railway Board.

Midland and Great Northern Railways Joint Committee.

Midland and North Eastern Railway Companies Committee.

Norfolk and Suffolk Joint Railways Committee.

Normanton Station Committee.

Otley and Ilkley Joint Line Committee.

South Yorkshire Joint Line Committee.

Tebay Joint Station Committee.

Tottenham and Hampstead Joint Committee.

Wakefield (Westgate) Station Committee.

Aberdeen Joint Station Committee.

Caledonian and North British Railways (1908) Agreement
Committee.

Dumbarton and Balloch Joint Line Committee.

Dundee and Arbroath Joint Line Committee.

Grangemouth Branch Railway Joint Committee.

Perth General Station Committee.

Perth Station Hotel Committee.

Princes Dock Branch Joint Committee.

A.D. 1924.

THE THIRD SCHEDULE.

AREAS OUTSIDE METROPOLITAN POLICE DISTRICT IN
WHICH SPECIAL POWERS OF SEARCH AND ARREST
MAY BE EXERCISED.

ENGLAND AND WALES.

County Boroughs.	Boroughs.	Urban Districts	Parishes.
Barrow-in-Furness Birkenhead Birmingham Blackburn Bolton Bootle Bradford Bristol Burton-upon-Trent Cardiff Carlisle Chester Coventry Derby Huddersfield Leeds Leicester Liverpool Manchester Northampton Nottingham Preston Salford Sheffield Southend-on-Sea Swansea Wakefield Wallasey Walsall West Bromwich Wolverhampton	Crewe Wednesbury	Fleetwood Goole Heysham Holyhead Horwich Newton-in- Makerfield Seaforth-with- Waterloo Tilbury Wolverton	Basford in the rural district of Nant- wich. Bushbury in the rural district of Cannock. Chaddesden in the rural district of Shardlow. Dallington in the rural district of Northampton. Hardingstone in the rural district of Hardingstone. Hoole and Newton- by-Chester in the rural district of Chester. Kingmoor and Wetheral in the rural district of Carlisle.

SCOTLAND.

A.D. 1924.

Royal Burghs.	Burghs.	Parishes.
Aberdeen Ayr Dumfries Dundee Edinburgh Glasgow Inverness Perth Stirling Stranraer	Ardrossan Falkirk Grangemouth Greenock Hamilton Kilmarnock Motherwell and Wishaw Oban Paisley	Blantyre Bothwell

NORTHERN IRELAND.

County Boroughs.

Urban District.

Belfast
Londonderry

Larne

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[LVI 101]

BRITISH MUSEUM (NATURAL HISTORY)
LONDON

1871

1871

No.	Date	Description
1000	1871	...
1001	1871	...
1002	1871	...
1003	1871	...
1004	1871	...
1005	1871	...

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