



CHAPTER cxiii.

An Act to empower the London Midland and Scottish Railway Company to construct a railway and works and to acquire lands and for other purposes. A.D. 1930.
[10th July 1930.]

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 the railway and other works in this Act mentioned and to acquire the lands in this Act described and that the other powers in this Act mentioned should be conferred on the Company:

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

And whereas plans and sections showing the lines and levels of the railway and 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 within which the said railway and 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:

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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 :—

Short title.

1. This Act may be cited for all purposes as the London Midland and Scottish Railway (No. 1) Act 1930.

Interpre-
tation.

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

“ the Company ” means the London Midland and Scottish Railway Company ;

“ the railway ” means the railway by this Act authorised ;

“ the widenings ” means the widenings of railways by this Act authorised ;

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

Incorpora-
tion of
general
Acts.

3. The following Acts and Part of an 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 herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation

or in default of such agreement appointed by the Board of Trade on the application of either party; A.D. 1930.

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

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. Protection of gas and water mains of local authorities.

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 and widenings hereinafter described with all proper stations sidings approaches 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. Power to Company to construct railway and works.

The railway and widenings hereinbefore referred to and authorised by this Act to be made by the Company are—

In the county of Worcester—

Railway No. 3 (1 furlong in length) wholly in the parish of Stoke Prior in the rural district of Bromsgrove commencing by a junction with the proposed Widening No. 1 at a point one hundred and fourteen yards north-east of the said junction of the Bristol to Birmingham Railway of the Company with the Stoke Prior branch of the Great Western Railway and terminating by a junction with the said Stoke Prior branch

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of the Great Western Railway one hundred and six yards south-west of the said junction of that branch with the said railway of the Company;

Widening No. 1 (1 mile 6 furlongs 3 chains in length) of the Bristol to Birmingham Railway of the Company wholly in the parish of Stoke Prior in the rural district of Bromsgrove commencing at a point five hundred and twenty-five yards south-west of the southern end of Bromsgrove Station platforms and terminating at a point thirteen yards north-east of the junction of the said railway with the Stoke Prior branch of the Great Western Railway.

In the county of Derby—

Widening No. 2 (2 miles 6 chains in length) of the Derby to Nottingham Railway of the Company in the parishes of Breaston Draycott and Church Wilne and Ockbrook in the rural district of Shardlow commencing in the said parish of Breaston thirty-three yards west of the west side of the bridge carrying Station Road over the said railway and terminating in the said parish of Ockbrook nineteen yards east of the east end of the station-master's house at Borrowash Station.

For protection of
London
County
Council.

6. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions for the protection of the London County Council (hereinafter in this section called "the council") shall unless otherwise agreed in writing between the Company and the council have effect (that is to say):—

The provisions of subsections (1) (3) (4) and (5) of section 7 (For protection of London County Council) of the London Midland and Scottish Railway Act 1929 are incorporated with and form part of this Act and shall extend and apply to the lands in the administrative county of London which the Company are by this Act authorised to acquire and to any works matters or things by this Act authorised in the said county as fully and effectually to all intents

and purposes as if those provisions had been repeated and expressly re-enacted in this Act with reference thereto. A.D. 1930. ---

7. For the protection of the Shropshire Worcestershire and Staffordshire Electric Power Company (in this section called "the electric company") the following provisions shall have effect unless otherwise agreed upon in writing between the Company and the electric company (that is to say):—

For protection of Shropshire Worcestershire and Staffordshire Electric Power Company.

- (1) Notwithstanding anything contained in this Act or in the book of reference or shown upon the deposited plans and sections the Company shall not enter upon take use or interfere with any part of the property numbered on the deposited plans 47 in the parish of Stoke Prior :
- (2) The Company shall not without the previous consent of the electric company which consent shall not be unreasonably withheld in constructing Widening No. 1 by this Act authorised alter the position of any of the apparatus of the electric company or in any way interfere with any overhead lines of the electric company nor shall they acquire the site upon which the poles or over which the lines of the electric company are actually placed :
- (3) The Company shall not interrupt or interfere with the supply of energy through or by means of the said apparatus and shall if required by the electric company execute such works for protecting the said apparatus during the construction of the works and for thereafter supporting the said apparatus and all alterations of the said apparatus as the electric company may reasonably require :
- (4) If the electric company so require they may by their own engineers or workmen do and execute the works for protecting the said apparatus of the electric company which may be required under this section and the Company shall on the completion thereof pay to the electric company the reasonable expense incurred by them in the execution of such protective works :

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- (5) The Company shall make compensation to the electric company for any loss or damage occasioned to the electric company by reason or in consequence of the construction maintenance or failure of any works of the Company and shall repay to the electric company the costs and expenses to which that Company may be put by reason or in consequence of the works or operations of the Company :
- (6) If any difference shall arise between the Company and the electric company under this section such difference shall unless otherwise agreed 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 as aforesaid the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to any such arbitration.

For protection of
Worcester-
shire
County
Council.

8. For the protection of the county council of the administrative county of Worcester (in this section referred to as "the council") the following provisions shall notwithstanding anything contained in this Act or shown upon the deposited plans and sections and unless otherwise agreed between the Company and the council have effect (that is to say):—

- (1) In constructing Widening No. 1 (in this section referred to as "the widening") the Company shall construct the bridge for carrying the road numbered 26 on the deposited plans in the parish of Stoke Prior (in this section referred to as "the parish") over the widening with a width between the parapets or fences thereof of at least twenty-five feet measured on the square :
- (2) In constructing the widening the Company shall construct (a) the bridge for carrying the widening over the road numbered 34 on the deposited plans in the parish with a clear headway throughout above the surface of the said road of not less than fourteen feet and a clear span of not less than thirty-five feet measured on the square and (b) the bridge for carrying the widening over the road numbered 12 on the deposited

plans in the parish with a clear headway throughout above the surface of the said road of not less than thirteen feet and a clear span of not less than twenty-five feet measured on the square :

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- (3) (a) The council shall be entitled to require the Company to widen the existing bridges or either of them carrying the existing railway of the Company over roads numbered 12 and 34 in the parish to the width of the bridge carrying the widening over such roads respectively as though the bridge in respect of which such requisition is made were a bridge carrying a road over the railway and as though the council had applied for and obtained an order requiring the same to be widened pursuant to the Bridges Act 1929 and the provisions principles and procedure of that Act shall *mutatis mutandis* apply to the widening of such bridge and the apportionment of the cost incurred in the construction and maintenance thereof :

(b) The council shall be entitled to require the Company to widen the bridge carrying road numbered 26 over the existing railway of the Company as though the council had applied for and obtained an order under the Bridges Act 1929 for the widening thereof and save as aforesaid the said Act shall apply to such widening.

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

For protection of Bromsgrove Rural District Council.

- (1) The Company shall when carrying out Widening No. 1 by this Act authorised continue the road on the south-east side of the Bristol to Birmingham Railway of the Company (being the road shown in the field or enclosure numbered on the deposited plans 5 in the parish of Stoke Prior) from a point at or near the mile-post numbered 56 along the south-eastern boundary of the widened railway to meet the road numbered on the deposited plans 12

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in the said parish by a road (in this section referred to as "the new road") ten feet in width and will construct and make up the new road with ashes or other material and will excavate grade and make up the junction with the said road numbered 12 to the reasonable satisfaction of the surveyor to the council :

- (2) Upon the completion of the new road the Company shall convey the site thereof to the council or as they may direct free of cost and shall thereafter be under no liability to maintain the same :
- (3) Notwithstanding anything shown on the deposited plans the Company may divert into and along the new road the footpath in the field or enclosure numbered on the deposited plans 10 in the said parish and shall not carry out the diversion of the footpath in the enclosures numbered on the said plans 16 and 17 in the said parish :
- (4) After the new road shall have been completed the council will support any application by the Company whether to Parliament or to any court or other tribunal for the closing of all public rights (if any) other than footpath rights across the said railway at or near the said fifty-sixth mile-post the Company indemnifying the council from and against all costs charges and expenses to which the council may be put in supporting such application :
- (5) The Company shall when carrying out the diversion of footpaths shown on the deposited plans near the said fifty-sixth mile-post on the north-west side of their railway make and grade such diverted footpath to the reasonable satisfaction of the surveyor to the council :
- (6) If any difference shall arise between the Company and the council under this section such difference shall be determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 or any statutory modification thereof for the time being in force shall apply to any such arbitration.

10. If and when the Company carry out so much of Widening No. 2 by this Act authorised as affects the roads numbered 26 and 12 respectively and hereinafter in this section referred to or either of them the following provisions for the protection of the Derbyshire County Council (in this section referred to as "the council") shall unless otherwise agreed in writing between the Company and the council have effect (that is to say) :—

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For pro-
tection of
Derbyshire
County
Council.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall construct the new bridge over their existing railway to carry the road numbered 26 in the parish of Draycott and Church Wilne on the said plans over the said Widening No. 2 so as to give a clear width between the parapets thereof of not less than forty-five feet :
- (2) Within six months after the completion of the construction of the bridge referred to in subsection (1) of this section the Company shall remove the existing bridge by which the said road is at the date of the passing of this Act carried over the existing railway Provided that such removal shall not be commenced until the construction of the bridge referred to in subsection (1) of this section shall have been completed and the same shall have been opened for public traffic :
- (3) The new bridge referred to in subsection (1) of this section and the extension and alteration of the bridge over the existing railway to carry the road numbered 12 in the parish of Draycott and Church Wilne on the deposited plans over the said Widening No. 2 (which works are hereinafter collectively referred to as "the said works") shall be constructed respectively in accordance with plans sections and particulars to be prepared by the Company's engineer and submitted prior to the commencement of such construction to the council's surveyor and reasonably approved by him and shall not be commenced until he shall signify his approval thereof or in the event of any difference arising upon such plans sections and particulars until the same shall have been determined in manner

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provided by this section. Provided that if the said surveyor fails to signify his disapproval of the said plans sections and particulars within twenty-one days after the same shall have been submitted to him he shall be deemed to have approved thereof :

- (4) Upon the completion of the construction of the new bridge referred to in subsection (1) of this section the council shall pay the Company on demand such sum as may be certified by the Company's engineer as the amount by which the actual cost of the construction of the said bridge exceeds the estimated cost of constructing the same with a clear width between the parapets of twenty-five feet :
- (5) The construction by the Company of the said works respectively shall when commenced be carried out with all reasonable dispatch and in constructing the same the Company shall do all things that may be reasonably necessary to avoid any undue interference during such construction with the traffic on the said roads respectively or the footpaths thereof and shall comply with all reasonable directions requirements and regulations of the council for the safety of the passengers and vehicular traffic thereon during the period of construction of such works :
- (6) Any difference which arises between the Company and the council under or in relation to any provisions of this section 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 council and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

Rates and charges.

11. The railway and widenings shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

Period for completion of railway.

12. If the railway is not completed within the period expiring on the first day of October one thousand nine hundred and thirty-five then on the expiration of that period the powers by this Act granted to the Company

for making and completing the said railway or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed. A.D. 1930.
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13. If the Company fail within the period limited by this Act to complete the railway and open the same for public traffic they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway. Imposing penalty unless railway opened.

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

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

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

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

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A.D. 1930. — of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit.

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

Height of bridges.

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

Work.	No. on deposited plan.	Area.	Description of road.	Height.
Widening No. 1 -	12	Parish of Stoke Prior	Public -	13 feet
Widening No. 1 -	34	Parish of Stoke Prior	Public -	14 feet

Power to Company to make further works &c.

16. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels so shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned (that is to say) :—

In the west riding of the county of York—

An archway under Hare Park Road wholly in the parish of Crofton in the rural district of Wakefield on the south side of the existing archways carrying the said road over the Wakefield and Ryhill Railway of the Company.

In the county of Chester—

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A lengthening in the county borough of Stockport and the urban district of Hazel Grove and Bramhall of the archway carrying Bramhall Moor Lane over the Buxton to Stockport Railway of the Company and an alteration in the said county borough in the level of the said lane between points respectively one hundred and thirteen yards north and one hundred and sixty-one yards south of the centre of the said archway;

An archway under Lacy Green Road wholly in the urban district of Wilmslow south of the centre of the existing archway carrying the said road over the Wilmslow to Styal Railway of the Company;

A stopping up wholly in the urban district of Alderley Edge of so much of Davey Lane as lies between the points measured twenty yards east and forty yards west respectively of the centre of the bridge carrying the said lane over the Crewe to Manchester Railway of the Company and in lieu thereof the construction of a road between points measured along that lane forty-eight yards east and ninety yards west respectively from the centre of that bridge.

In the county of London—

Bridge No. 2 wholly in the metropolitan borough of Saint Pancras over the Grand Union Canal extending between the points on that canal twenty-four feet east and thirty-six feet west respectively of the centre of the existing bridge carrying Oval Road over that canal.

17. For the protection of the mayor aldermen and burgesses of the county borough of Stockport (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 protection of Stockport Corporation.

(1) The Company shall not commence the construction of any of the works affecting any public road

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maintained by the corporation in the county of Chester by the section the marginal note whereof is "Power to Company to make further works &c." of this Act authorised until they shall have given to the corporation twenty-one clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company and such plans sections and particulars shall be subject to the reasonable approval of the corporation :

The works to be executed by the Company as aforesaid shall be executed in accordance with such plans sections and particulars as approved by the corporation or as settled in accordance with the provisions of this section and the said plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered by the corporation to the Company within fourteen days after delivery of the same to the corporation :

The executing of such works shall be carried out under the supervision if the same be given and to the reasonable satisfaction of the corporation :

- (2) The gradients of Bramhall Moor Lane when the level of the same shall have been altered under the provisions contained in this Act shall not exceed on either side of the said archway 1 in 20 and nothing in this Act contained shall exempt the Company from the obligations imposed upon them under section 46 of the Railways Clauses Consolidation Act 1845 within the county borough of Stockport :
- (3) The construction of the said works when commenced shall be carried out with all reasonable dispatch and the Company shall do all things that may reasonably be necessary to avoid undue interference during such construction with the traffic on the said Bramhall Moor Lane or the footpaths thereof and the Company shall comply with all reasonable directions

requirements and regulations of the corporation for the safety of the passengers and vehicular traffic thereon during the period of construction of such works : A.D. 1930.
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- (4) The Company shall not break up any street in which certain gas water and electric mains pipes and apparatus of the corporation are situate nor interfere with any such gas water or electric mains pipes or apparatus until they shall have given to the corporation twenty-one clear days' notice in writing of their intention to commence the intended works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the gas water and electric mains pipes and apparatus proposed to be interfered with and such plans sections and particulars shall be subject to the reasonable approval of the corporation as far as the works described therein interfere with or affect such gas water or electric mains pipes or apparatus :

The works to be executed by the Company shall be executed in accordance with such plans sections and particulars as approved by the corporation or as settled in accordance with the provisions of this section and the said plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered by the corporation to the Company within fourteen days after the delivery of the same to the corporation :

- (5) (a) Whenever it shall be necessary by reason of the exercise of the powers of this Act to sever remove or interfere with any of the gas water or electric mains pipes or apparatus of the corporation or to lay down additional or substituted gas water or electric mains pipes or apparatus for maintaining the supply of water gas or electricity (such additional or substituted mains pipes or apparatus to be of the same size and description as those previously in use) all the necessary works for the removal or alteration of such gas water or electric mains pipes or apparatus or for the laying down of such additional or

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substituted mains pipes or apparatus as aforesaid shall be carried out by the corporation and not by the Company;

(b) If and when under this subsection by reason of the exercise by the Company of any of the said powers the corporation shall incur any cost or expense in removing or altering any existing gas water or electric mains pipes or apparatus or in providing additional or substituted gas water or electric mains pipes or apparatus the Company shall repay to the corporation the reasonable cost or expense so incurred by them :

- (6) Any difference which may arise between the corporation and the Company as to the true intent and meaning of any of the provisions of this section or as to the mode of giving effect thereto shall be settled by an engineer to be appointed (unless otherwise agreed upon) upon the application of either of the parties in difference by the President of the Institution of Civil Engineers subject to the provisions of the Arbitration Act 1889.

For protection of
West
Riding
County
Council.

18. For the protection of the county council of the west riding of Yorkshire (hereinafter called "the county council") the following provisions shall have effect unless otherwise agreed in writing between the Company and the county council :—

- (1) The Company shall so construct the archway under Hare Park Road in the parish of Crofton by this Act authorised as to provide that the width of the road when constructed over the said archway shall be not less than thirty-three feet between the parapets and the parapet at the northern side of the road shall be in line with the northern parapet of the existing bridge carrying the said road :
- (2) The Company shall also provide a footpath in continuation (as nearly as practicable) of the existing footpath and of the same width as that footpath on the northern side of the roadway the added width on the southern side to be made up as footpath properly kerbed and flagged :

- (3) The said archway to the full extent thereof shall be of a strength sufficient to carry rolling loads equivalent to fifteen units of the British unit loading for highway bridges as set out in the Appendix No. 1 (1925) of the British Standard Specification for Girder Bridges (Report No. 153 parts 3 4 and 5 1923) with the addition of an allowance of 50 per centum for impact stresses : A.D. 1930.
- (4) Not less than one month before commencing any works affecting the said road the Company shall submit to the county council for their reasonable approval a plan sections and particulars of the same Provided that if before the expiration of the said period of one month the county council shall not have intimated in writing to the Company their disapproval of the said plan sections and particulars or any requirement with respect thereto they shall be deemed to have approved thereof :
- (5) All such works and other works as aforesaid affecting the said road shall be executed under the superintendence (if given) of the surveyor of the county council and to his reasonable satisfaction :
- (6) (a) Within two months after the completion of the said archway and the opening of the roadway therein to vehicular traffic the Company shall give notice in writing to the county council informing them whether or not they have acquired or intend to acquire the piece of land numbered on the deposited plan 10 in the parish of Crofton ;
- (b) Within two months after the receipt of such notice the county council (if the Company shall have acquired the said land) may give notice to the Company that they desire to acquire a perpetual easement in so much of the same as they may require for the purpose of widening Hare Park Road and the Company shall sell and grant such easement to the county council including in such easement the right to lay pipes for drainage and other reasonable purposes of public utility ;

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(c) If the Company and the county council are unable to agree as to the price to be paid for such easement either party shall be at liberty to refer the matter to the arbitration of an official arbitrator pursuant to the Acquisition of Land (Assessment of Compensation) Act 1919 The county council shall pay the costs of the Company incidental to such sale and grant Provided that the costs of arbitration (if any) shall be paid as the arbitrators may direct :

- (7) Except as hereinbefore provided if any difference shall arise under this section such difference shall be referred to and determined by an arbitrator to be agreed on between the parties or failing such agreement to be appointed on the application of either of the parties (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

For pro-
tection of
Wakefield
Rural
District
Council.

19. For the protection of the Wakefield Rural District Council (in this section referred to as "the Wakefield Council") the following provisions shall unless otherwise agreed in writing between the Wakefield Council and the Company have effect (that is to say) :—

- (1) The Company shall in the construction of the archway under Hare Park Road in the parish of Crofton and of the road to be carried over the same and of the approach thereto make provision for the accommodation of a six-inch water main in such a position and under such conditions that the said main shall not be liable to be affected by frost and road traffic and shall also bear and on demand repay to the Wakefield Council the cost of any alteration (either in position or level) to the existing three-inch water main and valves in the said road within the limits of deviation shown on the deposited plan which the Wakefield Council may deem necessary in connection with the construction of the said archway :

- (2) All such works shall be executed under the superintendence of the engineer of the Wakefield Council and to his reasonable satisfaction and in accordance with plans sections and particulars to be submitted to and reasonably approved by him before the commencement of the works. A.D. 1930.

20. Whereas the Company are seeking powers to reconstruct the Bridge No. 2 in the metropolitan borough of Saint Pancras over the Grand Union Canal referred to in the section of this Act of which the marginal note is "Power to Company to make further works &c." the following provisions for the protection of the Grand Union Canal Company (hereinafter in this section referred to as "the canal company") shall unless otherwise agreed between the Company and the canal company apply and have effect (that is to say) :—

For protection of Grand Union Canal Company.

- (1) The Company shall not under the powers of this Act acquire any land or property of the canal company but subject to the provisions of this Act the Company may acquire and the canal company shall grant such easements on over or through the property of the canal company as may be necessary for the reconstruction of the said Bridge No. 2 :
- (2) The Company shall pay to the canal company proper compensation for the grant of such easement or easements as aforesaid as the same may be agreed between the Company and the canal company or failing agreement may be settled by arbitration under the provisions of the Lands Clauses Acts with respect to the settlement of disputed compensation :
- (3) All works in connection with the reconstruction of the said Bridge No. 2 so far as affecting the property of the canal company shall be executed in accordance with plans sections and specifications submitted to and approved by the engineer of the canal company previously to the commencement of the works to which the same relate Provided that if the said engineer does not signify his disapproval of the said plans sections and specifications

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within twenty-one days he shall be deemed to have approved the same. The said works shall be carried out and completed under the supervision and to the satisfaction of such engineer who shall be entitled to inspect the said Bridge No. 2 during the construction and after the completion thereof and during any alterations repairs or renewals and the Company shall pay the reasonable costs of the engineer for such supervision and inspection :

- (4) The Company shall not be entitled to enter upon or use any lands of the canal company until the amount of such compensation as aforesaid shall have been agreed between the Company and the canal company or settled by arbitration and paid and until the said plans sections and specifications have been approved or deemed to have been approved by the engineer of the canal company :
- (5) In the construction of the works under the powers of this Act the Company shall not prejudicially affect the passage of the traffic on the canal under the same whether during construction or otherwise or place any obstruction upon the towing-path of the said canal and the clear span of the extended portion on the west side of the existing bridge over the canal and the towing-path thereof shall in no case be less than the span of the adjoining bridge carrying the Company's sidings and in carrying out the extension on the east side of the existing bridge the face of the abutment shall be set back not less than five feet from the line of the existing abutment and the headway over the said canal or towing-path shall be not less than eleven feet from the water level of the said canal :
- (6) Notwithstanding anything shown upon the deposited plans and sections the Company shall if required by the canal company reconstruct the said Bridge No. 2 with a span sufficient to enable two barges to pass side by side under the said bridge and in such case the canal company shall pay to the

Company any difference between the cost of reconstructing the said Bridge No. 2 in accordance with the provisions of this section and the cost of reconstructing the bridge with such increased span as may be required by the canal company the amount of such difference in case of dispute to be settled by arbitration as in this section provided : A.D. 1930.

- (7) The Company shall indemnify and hold harmless the canal company from all claims and demands costs expenses and damages which may be made upon or against them or which they may incur or have to pay by reason or in consequence of the reconstruction of the said Bridge No. 2 or in consequence of any act or omission of the Company their contractors agents workmen or servants :
- (8) If by reason or in consequence of the reconstruction of the said Bridge No. 2 any loss of water is caused to the canal of the canal company or any interference with the traffic upon the said canal the Company shall immediately take all steps to remedy such loss of water or interruption of or interference with traffic and shall pay to the canal company damages in respect thereof or the canal company shall themselves be entitled to remedy such loss of water or interruption of or interference with traffic and the costs of so doing shall on demand be repaid by the Company to the canal company :
- (9) The fact that any work or any span executed or done in accordance with a plan approved or not objected to by the canal company or their engineer or with any requirement of the canal company or under the supervision or to the satisfaction of the engineer of the canal company or in accordance with any direction or award of an arbitrator shall not release the Company from any liability or damage caused to the canal or property of the canal company or affecting any claim competent to the canal company under this Act :

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(10) If any difference should arise between the Company and the canal company or between their respective engineers or otherwise under any of the provisions of this section such difference shall except where otherwise in this section expressly provided be settled by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President for the time being of the Institution of Civil Engineers on the application of either the Company or the canal company and in other respects the provisions of the Arbitration Act 1889 shall apply to such arbitration.

Repair of
roads where
level not
permanently
altered.

21. 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 the railway or widenings 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.

Stopping up
level
crossing.

22. The Company may subject to the provisions of this Act in the parishes of Little Gransden and Long Stowe rural district of Caxton and Arrington county of Cambridge stop up and discontinue as a public carriageway so much of the road known as Hayley Lane which crosses on the level the Bedford to Cambridge Railway of the Company as lies between the Company's fences but nothing in this section shall be deemed to allow the discontinuance of the public bridleway and footway over the said part of Hayley Lane or to interfere with the right of passage over the same existing at the date of the passing of this Act in respect of any vehicle going to or coming from any farm or lands which are adjacent to the railway of the Company in either of the said parishes.

23. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands 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 :

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Stopping up roads and footpaths without providing substitute.

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.

24. 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.

Stopping up roads or footpaths in case of diversion.

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

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A.D. 1930. — 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.

Further provision as to repair of roads and footpaths.

25. 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 or property of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed subject to the provisions of the section of this Act of which the marginal note is "Repair of roads where level not permanently altered" and 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.

Power to deviate in construction of railway and works.

26. In constructing the railway widenings and the other works by this Act authorised the Company may deviate from the lines of any of the said railway widenings and works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the railway and widenings 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 Company to acquire lands.

27. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands

hereinafter described or referred to and delineated on the deposited plans and described in the deposited book of reference relating thereto and in connection therewith the Company may exercise the powers hereinafter mentioned (that is to say) :—

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In the county of Chester—

Lands wholly in the urban district of Wilmslow—

(a) On the south-west side of and adjoining the Wilmslow to Styal Railway of the Company extending from the east side of Lacy Green Road for a distance of one hundred and eighty yards measured south-west along the said railway ;

(b) On the south-west side of and adjoining the said railway extending from a point sixty-three yards north-west of the west side of Lacy Green Road for a distance of two hundred and thirteen yards measured north-west along the said railway :

Lands in the urban districts of Alderley Edge and Wilmslow on the west side of and adjoining the Crewe to Manchester Railway of the Company between the north side of Davey Lane and a point measured along the said railway seventy yards south of the south side of the bridge carrying the said railway over Station Road Wilmslow and in connection therewith the Company may divert sixteen yards to the west so much of the footpath leading from Land Lane to Holly Road as runs parallel with and adjoins the west side of the said railway :

Lands wholly in the urban district of Hazel Grove and Bramhall—

(a) On the north-east side of and adjoining the Buxton to Stockport Railway of the Company extending from a point thirteen yards north-west of the north-west end of the platforms at Hazel Grove Station to the south-east side of Green Lane ;

(b) On the south-west side of and adjoining the said railway extending from a point one hundred and fifty yards north-west

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of the north-west end of the platforms at Hazel Grove Station to a point forty-three yards south-east of the south-east side of Bramhall Moor Lane :

Lands wholly in the county borough of Stockport—

(a) On the north-east side of and adjoining the Buxton to Stockport Railway of the Company extending from a point sixteen yards north-west of the north-west side of Bramhall Moor Lane for a distance of two hundred and ten yards measured in a north-westerly direction ;

(b) On the south-west side of and adjoining the said railway extending from a point sixteen yards north-west from the north-west side of the said lane for a distance of four hundred and seventy-three yards in a north-westerly direction.

In the county of Derby—

Lands in the parishes of Green Fairfield and Chapel-en-le-Frith in the rural district of Chapel-en-le-Frith on both sides of and adjoining the Buxton to Stockport Railway of the Company extending from a point in the said parish of Green Fairfield one hundred and ninety yards north of the north end of the Bibbington Works lime kilns to a point in the parish of Chapel-en-le-Frith one hundred and three yards south of the bridge carrying the Buxton to Chapel-en-le-Frith Road over the said railway.

In the county of Essex—

Lands wholly in the urban district of Barking Town on the north side of the Barking to Southend Railway of the Company—

(a) Extending eastwards along the said railway and adjoining the Company's boundary from Ripple Brook to the point where the foot of the western embankment of Upney Lane meets that boundary and northwards from that point for a distance of one hundred and fifty-three yards along Upney Lane ;

(b) Extending from the point where the eastern embankment of the said lane meets the Company's boundary northwards for a distance of one hundred and sixty-seven yards along the said lane and eastwards for a distance of two hundred and thirteen yards along the said railway :

Lands wholly in the urban district of Dagenham on the north side of and adjoining the said Barking to Southend Railway of the Company—

(a) Extending from the foot of the western slope of the Heathway embankment westwards for a distance of five hundred and fifty-three yards ;

(b) Extending from the foot of the eastern slope of the said embankment eastwards for a distance of three hundred and sixty yards :

Lands wholly in the parish of Upminster in the rural district of Romford on the north side of and adjoining the said Barking to Southend Railway of the Company extending from a point eighty-seven yards west of the west side of Hall Lane westwards for two hundred and twenty yards and from a point one hundred yards east of the east side of said lane eastwards for a distance of one hundred and forty-seven yards :

Lands wholly in the parish of Lee Chapel in the rural district of Billericay on the north side of and adjoining the said Barking to Southend Railway of the Company extending between the points one hundred and forty-seven yards and two hundred and seventy-six yards respectively east of the east end of the platforms at Laindon Station :

Lands wholly in the county borough of Southend-on-Sea—

(a) On the north side of the said Barking to Southend Railway of the Company extending in an easterly direction from a point on the said railway five hundred and thirty yards west of the west side of Belton Hill Farmhouse to the junction of Hadleigh Road and Marine Parade and in connection therewith the Company may divert the footpath leading from Hadleigh to High

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Street Leigh-on-Sea from the point where the said footpath meets the northern boundary of the Company's property to a point in the said footpath measured one hundred and fourteen yards east of that point;

(b) On the south side of and adjoining the said railway extending from a point thirty-three yards east of the thirty-second mile-post on the said railway to a point three hundred and eighty yards west of the west end of the gas works of the Southend-on-Sea Corporation at Leigh-on-Sea;

(c) On the north side of and adjoining the said railway extending from the bridge carrying the footpath leading from the Ridgeway to the Promenade over the said railway for a distance of two hundred yards west from the said bridge;

(d) On the south side of and adjoining the Southend to Shoeburyness Railway of the Company extending between points respectively forty yards west and one hundred and five yards east of the bridge carrying the footpath between Riviera Drive and Ambleside Drive over the said railway.

In the county of Lancaster—

Lands wholly in the borough of Lytham Saint Anne's on the west side of and adjoining the Blackpool to Saint Anne's Railway of the Company extending from Squire's Gate Lane for a distance of thirty-six yards southwards.

In the county of London—

Lands wholly in the metropolitan borough of Saint Pancras on the east side of and adjoining the London to Birmingham Railway of the Company extending from the point where the boundary between No. 17 and 19 Oval Road meets the boundary of the Company's property for a distance of one hundred yards measured along the said railway in a north-westerly direction and bounded on the east by Oval Road.

In the county of Stafford—

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Lands wholly in the city and county borough of Stoke-on-Trent on the south side of the Trent and Mersey Canal of the Company extending between points two hundred yards and two hundred and sixty-four yards respectively north-west from Shelton Old Road measured along Vernon Road and bounded on the south-west by Fowlea Brook and on the north-west by property of the Company :

Lands wholly in the county borough of West Bromwich on the north-east side of the Oldbury and Bromford Lane goods depôt of the Company extending from the point on the said railway one hundred yards north-west of the north side of the bridge carrying the said railway over the Parker branch of the Birmingham Canal to a point fifty yards east of Bromford Lane and seventy-two yards west of the said canal.

In the county of Warwick—

Lands wholly in the city and county borough of Coventry on the north side of Lythalls Lane extending from a point in the said lane one hundred and thirty yards west from the west side of the bridge carrying the said lane over the Coventry to Nuneaton Railway of the Company to a point on the western boundary of the Warwick Coal Company's mineral railway one hundred and seventy yards south of the south side of the bridge carrying the said mineral railway over Hen Lane :

Lands wholly in the city and county borough of Birmingham on the south side of and adjoining the Perry Barr to Soho Railway of the Company extending from a point two hundred and forty-three yards west of the west side of Birchfield Road to a point measured along the said railway two hundred and seventy yards from the north side of the bridge carrying Wood Lane over the said railway. Provided that the Company shall not enter upon take use or appropriate any of the lands delineated upon the deposited plans and thereon numbered 1 and 2 in the said city and county borough.

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In the county of Worcester—

Lands wholly in the parish of Spetchley in the rural district of Pershore on the east side of and adjoining the Birmingham to Gloucester Railway of the Company extending from a point four hundred and sixty-three yards south of the south side of the bridge carrying Pershore Lane over the said railway for a distance of two hundred and seventeen yards measured along the said railway in a southerly direction :

Lands wholly in the parish of Tutnall and Copley in the rural district of Bromsgrove on the south-east side of and adjoining the Birmingham to Gloucester Railway of the Company extending from a point thirty yards from the north-east side of Blackwell Road for a distance of six hundred and ten yards measured along the said railway in a north-easterly direction :

Lands wholly in the urban district of Oldbury on the north-east side of the Oldbury and Bromford Lane goods depôt of the Company extending from the point on the said railway two hundred and forty-seven yards north-west of the north side of the bridge carrying the said railway over the Parker branch of the Birmingham Canal to a point fifty yards east of Bromford Lane and seventy-two yards west of the said canal.

In the west riding of the county of York—

Lands wholly in the city and county borough of Wakefield on the east side of and adjoining the Wakefield to Pontefract Railway of the Company extending from the south side of the Company's engine-shed southwards for a distance of two hundred and forty-eight yards :

Lands wholly in the urban district of Mirfield on the south side of the Huddersfield to Leeds Railway of the Company lying between the River Calder and the said railway extending from the point where the said railway crosses the said river east of Mirfield Station for a distance of six hundred and twelve yards measured westwards along the bank of the said river :

Lands in the parish of Crofton in the rural district of Wakefield— A.D. 1930.

(a) On the south side of and adjoining the Wakefield to Ryhill Railway of the Company extending from Shay Lane in an easterly direction for a distance of eight hundred and twenty yards;

(b) On the south side of and adjoining the said railway extending from Hare Park Road in an easterly direction for a distance of one hundred and eighty yards.

28. Notwithstanding anything in this Act or shown on the deposited plans the Company shall not without the consent of the County of London Electric Supply Company Limited (hereinafter in this section called "the electricity company") do any act or thing by which the poles belonging to the electricity company at the passing of this Act on part of the lands (b) in the county borough of Southend-on-Sea described in the section of this Act of which the marginal note is "Power to Company to acquire lands" or the main transmission lines carried thereby would be disturbed or in any way endangered.

For protection of County of London Electric Supply Company Limited.

29. Nothing contained in this Act shall extend or operate to authorise the Company to take use enter upon or in any manner interfere with any land soil water or hereditaments or any land parcel of any manor or any manorial rights or any other rights of whatsoever description belonging to His Majesty in right of His Duchy of Lancaster without the consent in writing of the Chancellor for the time being of the said duchy first had and obtained (which said consent the said chancellor is hereby authorised to give) or take away prejudice or diminish any estate right privilege power or authority vested in or enjoyed or exerciseable by His Majesty His heirs or successors in right of His said duchy.

Saving rights of Duchy of Lancaster.

30. For the protection of the Warwickshire Coal Company Limited (who and their successors in title to the lands hereinafter in this section referred to are hereinafter in this section referred to as "the owners") the following provisions shall unless otherwise agreed in writing

For protection of Warwickshire Coal Company Limited.

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A.D. 1930. between the owners and the Company apply and have
— effect (that is to say):—

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or appropriate any of the lands of the owners situate in the city and county borough of Coventry which are coloured pink upon the plan which has been signed in duplicate by Alexander Newlands on behalf of the Company and by Cyril Frank Jackson on behalf of the owners one copy of which plan has been deposited with the Company and the other with the owners.

For pro-
tection of
Coventry
Corporation.

31. Notwithstanding anything contained in this Act the following provisions for the protection of the mayor aldermen and citizens of the city of Coventry (in this section called "the corporation") shall unless otherwise agreed between the Company and the corporation apply and have effect in relation to the exercise by the Company of the powers of this Act:—

- (1) (a) Before commencing to construct any railway or other work on land to be acquired by the Company under the powers of this Act which will interfere with or be within three feet of the existing sewer of the corporation referred to in subsection (2) of this section the sewers referred to in subsection (3) of this section and the watercourse and culvert referred to in subsection (5) of this section or any of them the Company shall give to the corporation twenty-eight days' notice in writing of the intention of the Company to construct such railway or work and shall at the same time deliver to the corporation for their reasonable approval a plan and section of such railway or work and such railway or work shall not be constructed across or adjacent to the said sewers watercourse and culvert or any of them except in accordance with such plan and section as may be so approved or as may be determined by arbitration under this section Provided that in the event of such plan and section not being objected to within twenty-one days from the receipt thereof they shall be

deemed to have been approved by the corporation. The Company shall also if required to do so by the corporation give them any such further information in relation to the construction of such railway or work as they may reasonably require;

(b) If it should appear to the corporation that the construction of any such railway or work would interfere with any of the said sewers watercourse or culvert or interfere with the access thereto or impede the flow through any of the said sewers watercourse or culvert the corporation may within twenty-one days after the receipt by them of the notice from the Company give notice to the Company to make such alteration in the construction of the railway or work or to execute such protective works as may be reasonably necessary and any difference as to the necessity for such alteration or protective works shall in default of agreement between the Company and the corporation be settled by arbitration under this section :

- (2) The Company when they shall have acquired the lands numbered 20 in the city and county borough of Coventry on the deposited plans or part thereof shall give to the corporation all facilities free of cost to enable the corporation to construct a further sewer of such dimensions as the corporation may reasonably require adjacent to the existing sewer of the corporation on the said lands so acquired prior to the Company constructing any railway or other work on the said lands. Provided that the corporation shall construct the said further sewer through the said lands within a period of six months from the date of their being given notice by the Company of their intention to commence the construction of the railway works on the said lands :
- (3) Nothing in this Act contained shall interfere with or restrict the rights of the corporation at all times to exercise their powers as existing at the passing of this Act of using inspecting

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maintaining and repairing the two foul water sewers constructed through the lands numbered 1 3 6 7 19 and 20 in the city and county borough of Coventry on the deposited plans :

- (4) The Company before exercising the powers conferred upon them by this Act with respect to any of the said lands numbered 1 3 6 7 19 and 20 on the deposited plans which the Company may acquire under the powers of this Act shall provide at their own expense a protective covering with a proper and sufficient number of manholes over the said existing sewers to the reasonable satisfaction of the corporation :
- (5) The Company when they shall have acquired any part of the said lands numbered 20 on the deposited plans shall construct at their own expense a culvert on the said lands so acquired of such dimensions as may be reasonably required by the corporation across the said lands so acquired and the corporation may also require the Company at the expense of the corporation to enlarge through the lands so acquired the existing culvert carrying the said watercourse so as to be of similar capacity :
- (6) The Company at their own expense shall provide such manholes in the existing and intended sewers referred to in subsection (2) of this section as the corporation may reasonably require and the corporation shall be empowered at all times by their officers and servants to enter upon the railways and property of the Company and to inspect and maintain the said sewers and from time to time to repair the same :
- (7) If any difference shall arise with respect to any matter under this section between the Company and the corporation the matter in difference shall be referred to and determined by an arbitrator to be appointed by the parties jointly or failing agreement on the application of either party (after notice thereof to the other) by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

32. Notwithstanding anything contained in this Act or any enactment incorporated therewith the following provisions for the protection of the mayor aldermen and burgesses of the borough of Southend-on-Sea (in this section referred to as "the corporation" and "the borough" respectively) shall unless otherwise agreed in writing between the corporation and the Company apply and have effect (that is to say) :—

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For pro-
tection of
Southend-
on-Sea
Corporation.

- (1) Before constructing any widening of their railway or any other work on that part of the lands numbered 3 in the borough on the deposited plan of additional lands and diversion of footpath at Leigh-on-Sea and through which the existing eighteen-inch cast iron storm water outfall sewer of the corporation is situate the Company shall to the reasonable satisfaction of the corporation provide for the safety of such sewer by protecting the same with concrete or in such other manner as may be reasonably required by the surveyor to the corporation (in this section called "the surveyor") and such protective work shall extend from the southern termination of the concrete casing which protects the said sewer where the same passes under the existing railway of the Company to the southern boundary of the said lands and shall be maintained by the Company :
- (2) Not less than six months before the Company commence to utilise the lands numbered 2 in the borough on the deposited plan of additional lands at Chalkwell for the purposes of their railway undertaking they shall give notice in writing to the corporation of their intention so to do and the corporation may at any time during such period of six months construct a twelve-inch sewer in the line marked A B C on the plan which has been signed in duplicate by Alexander Newlands on behalf of the Company and Robert Henry Dyer on behalf of the corporation such sewer being intended to take the place of the existing sewer of the corporation across the said lands which is marked A D E upon the signed plan and the Company shall convey to the corporation free of cost such easements or rights as may be necessary for enabling them to

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construct such sewer and to inspect maintain repair and (when necessary) renew the same and shall also repay to the corporation the reasonable expense incurred by them in such construction As soon as the said sewer has been constructed in the said line marked A B C the corporation shall cut off the existing sewer which is situate in the line A D E and the Company may then if they think fit remove such existing sewer :

- (3) The Company shall at least fourteen days before commencing the construction of any street road approach road or other work on the lands numbered 12 in the borough on the deposited plan of additional lands and diversion of footpath at Leigh-on-Sea over or within twenty feet of any sewer drain or other work of the corporation give to the corporation notice in writing of their intention so to do and such notice shall be accompanied by plans sections and specifications of the proposed work or works of the Company and the same shall only be constructed under the superintendence (if given) and to the reasonable satisfaction of the surveyor and in accordance with such plans sections and specifications as shall be reasonably approved by him prior to the commencement of such construction Provided that if the corporation do not within fourteen days after service of such notice upon them intimate to the Company their approval or disapproval of such plans sections and specifications the Company may proceed to carry out such construction in accordance with such plans sections and specifications as shall have been submitted by them but if within the said period of fourteen days the corporation shall disapprove the said plans sections and specifications the same shall be referred to and settled by an arbitrator to be appointed as hereinafter provided :
- (4) Any such street road approach road or other work shall be constructed so as not to injure or interfere with the operation of such sewer drain or other work and the Company shall (contemporaneously with such construction) at

the option of the corporation either provide such protection for such sewer drain or other work whether by means of concrete covering or otherwise as the corporation may reasonably require or alter the position and depth of such sewer drain or other work (and so far as may be reasonably necessary of any sewer drain or other work connected therewith and situate under any such adjoining lands) to such extent as the corporation may reasonably require and so as to provide a depth of not less than six feet between the underside of the street road approach road or work and the top of so much of such sewer drain or other work as may be situate under the same. Provided that no such alteration of position and depth shall be so carried out as to impede or interfere with the free passage of sewage water and other matter through and along the said sewer drain or other work:

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- (5) In the construction of any such street road approach road or work on the lands referred to in the last preceding subsection hereof the Company shall not reduce the capacity of the buttress drain belonging to the corporation and situate upon or across those lands or impede the flow of water through and along such buttress drain and if it is reasonably necessary (having regard to the proposed works of the Company) in order to preserve the capacity of such buttress drain to lower or otherwise alter the position thereof such lowering or alteration shall be done by and at the expense of the Company and in accordance with plans sections and specifications to be submitted to and reasonably approved by the corporation or determined by arbitration as hereinafter provided and under the superintendence if given and to the reasonable satisfaction of the surveyor:
- (6) If in constructing any such street road approach road or other work over any such sewer or drain (including the said buttress drain) of the corporation the Company shall be required by

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the corporation in accordance with subsection (3) of this section to alter the position or depth of such sewer or drain the Company shall provide by means of manholes or otherwise as the corporation may require such access to such sewer or drain as may be reasonably necessary for enabling the corporation to inspect and from time to time renew and repair the same and such access shall be provided in such manner as to enable the corporation to inspect renew and repair such sewer or drain from time to time as may be necessary without taking up or interfering with the street road approach road or other work of the Company :

- (7) No connections shall be made by the Company to any sewer or drain of the corporation which is situate on the lands referred to in subsections (1) (2) and (3) hereof or to the buttress drain referred to in the last preceding subsection without the consent in writing of the corporation which consent shall not be unreasonably withheld :
- (8) If any interruption in the flow of sewage water and other matter along any sewer or drain of the corporation shall without the written authority of the corporation be in any way occasioned either by reason of the exercise of the powers conferred upon the Company by this Act or any enactment incorporated therewith or by the act or default of the Company or of their contractors agents workmen or servants or any person in the employment of any of them the Company shall make good to the corporation any loss damage or reasonable expense which may be occasioned to them by reason of such interruption failure act or default and the Company shall effectually indemnify and hold harmless the corporation from and against all claims and demands upon or against them by reason of the execution maintenance or failure of any works of the Company or of any act or omission of the Company or of their contractors agents workmen or servants or of any person in the employment of any of them :

(9) The Company shall bear and on demand pay to the corporation the reasonable expense of the employment by them of such inspectors or watchmen to be appointed by the corporation for watching their works with reference to and during the construction and maintenance of any works by the Company on the lands numbered 2 3 and 12 in the borough on the aforesaid deposited plans as may be reasonably necessary :

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(10) Any question or difference arising between the corporation and the Company under the provisions of this section or as to anything to be done or not to be done thereunder shall be referred to and determined by a single arbitrator to be appointed by the President of the Institution of Civil Engineers and subject as aforesaid the Arbitration Act 1889 shall apply to such reference and determination.

33. 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 thirty-three.

Period for compulsory purchase of lands.

34. 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.

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

Underpinning of houses near railway and works.

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees

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and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :
- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such under-

pinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or maintenance of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

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- (7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

36. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith 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 railway widenings or works 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 railway widenings and works 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

Power to acquire easements compulsorily in certain cases.

[Ch. cxiii.] *London Midland and* [20 & 21 GEO. 5.]
Scottish Railway (No. 1) Act, 1930.

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

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is described in the schedule to this Act and whereof a portion only is required for the purposes of the Company 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

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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

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

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

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

Power to certain owners to grant easements.

38. 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 or 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.

39. The Company and their surveyors officers and workmen may at all reasonable hours in the daytime 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.

40.—(1) The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof 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 subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) If the Company shall make an offer of purchase money and compensation at least ten days before the commencement of the hearing before the tribunal and the claimant fails within ten days from the making of the offer to notify the Company in writing that he accepts the same all the costs and expenses of the Company of and incidental to the arbitration including any fees and expenses of the arbitrator incurred by them after the date of the offer shall in the event of the claimant subsequently accepting such offer be borne by him. Provided that this subsection shall be applicable only in cases where the offer contained a notice of the effect of this subsection.

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Costs of
arbitration
in certain
cases.

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—
Compensa-
tion in case
of recently
altered
buildings.

41. 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-nine 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.

Power to
make
agreements
with road
authorities
&c.

42. The Company may enter into and carry into effect agreements with the parties having the charge management or control of the roads streets footpaths or highways or any of them portions whereof shall under the provisions of this Act be altered or stopped up with reference to the construction or contribution towards the costs of such alteration or of any new road street footpath or highway to be substituted therefor and with reference to any other matters relating thereto and if so agreed the Company may delegate to such parties as aforesaid the power of constructing and maintaining all or any of such alterations or new roads streets footpaths or highways in which they may be interested including the structure of any bridge over or under any railway and any expenses incurred by a local authority under and for any of the purposes of this section shall be deemed to be expenses incurred in the execution and under and for the purposes of the Public Health Act 1875 and any expenses incurred by a county council under this section for a purpose to which capital is properly applicable shall be deemed to be and be defrayed as expenses incurred by the county council in exercise of their powers as a highway authority and the enactments relating to such expenses including the provisions thereof as to borrowing shall apply accordingly.

43.—(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.

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As to
private
street
expenses
in certain
cases.

(2) The expenses incurred by any county 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 county 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 county 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 county 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 county 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 county 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.

44. The provisions of section 44 (Power to lease &c. land) and of section 54 (Powers as to building on or over lands) of the London Midland and Scottish Railway Act 1924 shall extend and apply to any lands or premises which have from time to time been acquired

Application
of certain
sections of
London
Midland and

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Railway
Act 1924.

or held or which under the powers of this Act may hereafter be acquired or held by the Company and the expression "the Company" shall have the same meaning in the application of the said sections to this Act as that expression has in the said sections respectively.

Power to
Company
to apply
funds.

45. The Company may appropriate and apply to all or any of the purposes of this Act and for or towards the general purposes of their undertaking being in each case purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Recovery of
demands.

46. 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.

Provision as
to general
Railway
Acts.

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

Extent of
Act.

48. This Act shall not extend to Scotland or Northern Ireland.

Costs of
Act.

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

The SCHEDULE referred to in the foregoing Act.

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PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN COMPULSORILY.

Area.	No. on Deposited Plans.	Description of Property in Book of Reference.
WIDENING No. 1.		
Parish of Stoke Prior	14	Orchard sheds and stream.
	15	Garden.
	16	Orchard ditch and public foot-path electric power cables and post.
	19	Orchard.
	27	Garden.
	28	Field.
WIDENING No. 2.		
Parish of Draycott and Church Wilne.	13	Garden.
	22	Garden.
	23	Garden.
	28	House and garden.
LENGTHENING OF BRIDGE ALTERATION OF LEVEL OF ROAD AND ADDITIONAL LANDS AT HAZEL GROVE.		
Urban district of Hazel Grove and Bramhall.	5	Garden.
	6	Garden.
	7	Garden.
	8	Garden.
	9	Garden.
	10	Garden.
	11	Garden and shed.
	12	Garden.
	13	Garden and shed.
	14	Garden.
	15	Garden and shed.

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Area.	No. on Deposited Plans.	Description of Property in Book of Reference.
Urban district of Hazel Grove and Bramhall— <i>cont.</i>	16	Garden and shed.
	18	Garden.
	21	Factory yard and works slope and water supply manhole
	22	Garden and slope.
	23	Garden and entry.
	24	Garden.
County borough of Stockport	25	Garden.
	5	Garden and entry.
	6	Garden and entry.
	7	Garden and entry.
	8	Garden and entry.

ADDITIONAL ARCHWAY AND ADDITIONAL LANDS AT WILMSLOW.

Urban district of Wilmslow	1	Garden.
	2	Garden.
	3	Vacant land.

DIVERSION OF ROAD AND FOOTPATH AND ADDITIONAL LANDS AT ALDERLEY EDGE AND WILMSLOW.

Urban district of Alderley Edge.	3	Garden and ditch.
	4	Garden and ditch.
Urban district of Wilmslow	1	Garden plantation sheds and occupation footpath.
	2	Garden and sheds.
	3	Garden.

ADDITIONAL LANDS AT DOVE HOLES.

Parish of Green Fairfield -	8	Farmyard.
	9	Field and farm building.

ADDITIONAL LANDS AT DAGENHAM.

Urban district of Dagenham	2	Garden and shed.
	3	Garden.
	4	Garden and shed.
	5	Garden.
	6	Garden.
	7	Garden.

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Area.	No. on Deposited Plans.	Description of Property in Book of Reference.
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ADDITIONAL LANDS AT UPMINSTER.

Parish of Upminster -	1	Garden.
	2	Garden and sheds.
	3	Garden.
	4	Garden.
	5	Garden.
	6	Garden.
	7	Garden.
	8	Garden.
	9	Garden.
	10	Garden.
	11	Garden.
	12	Garden.
	13	Garden and shed.
	14	Garden.
	15	Garden.
	16	Garden.
	17	Garden.
	18	Garden and shed.
	19	Garden.
	20	Garden.
	21	Garden.
	22	Garden.
	23	Garden.

ADDITIONAL LANDS AT LAINDON.

Parish of Lee Chapel -	2	Garden.
	3	Garden.
	4	Garden and shed.
	6	Garden.
	7	Garden ditch and slope.

ADDITIONAL LANDS AND DIVERSION OF FOOTPATH AT LEIGH-ON-SEA.

County borough of Southend-on-Sea.	12	Orchard.
	16	Garden.

ADDITIONAL LANDS AT SOUTHEND-ON-SEA.

County borough of Southend-on-Sea.	1	Garden.
	2	Garden.
	3	Garden.
	6	Garden.

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Area.	No. on Deposited Plans.	Description of Property in Book of Reference.
County borough of Southend-on-Sea— <i>cont.</i>	8	Garden.
	9	Garden.
	10	Garden.
	11	Garden.
	12	Garden.
	13	Garden.
	14	Garden.
	17	Garden.
ADDITIONAL LANDS AT STOKE-ON-TRENT.		
City and county borough of Stoke-on-Trent.	2	Rough land disused siding and gantry and stream.
ADDITIONAL LANDS AT PERRY BARR.		
City and county borough of Birmingham.	5	Garden ground and shed.
ADDITIONAL LANDS AT BLACKWELL.		
Parish of Tutnall and Cobley.	1	Land used as golf course and public footpath.
	2	Plantation.
	3	Rough land.
	4	Rough land slope and shed.
	5	Field and orchard telephone post and wires.

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