# CHAPTER lxxxii.

An Act to confer additional powers upon the London Midland and Scottish Railway Company for the construction of railway widenings to authorise that Company and the Midland and Great Northern Railways Joint Committee to acquire lands and for other purposes. A.D. 1923.

[31st July 1923.]

WHEREAS by the North Western Midland and West Scottish Group Amalgamation Scheme 1922 made in pursuance of the Railways Act 1921 the undertakings of the London and North Western Railway Company the Midland Railway Company the Furness Railway Company the Glasgow and South Western Railway Company and the Highland Railway Company were amalgamated and vested in the London Midland and Scottish Railway Company incorporated by the said scheme:

And whereas by the North Western Midland and West Scottish Group Amalgamation Scheme 1923 made in pursuance of the said Act the undertakings of the said London Midland and Scottish Railway Company the Caledonian Railway Company and the North Staffordshire Railway Company were amalgamated and vested in the London Midland and Scottish Railway Company incorporated by the said last-mentioned scheme and in this Act referred to as "the Company":

And whereas it is expedient that the Company should be empowered to construct and maintain the railway widenings in this Act mentioned and to acquire the lands in this Act described and that the other powers

A.D. 1923.

in this Act mentioned should be conferred on the Company:

And whereas it is expedient that the Midland and Great Northern Railways Joint Committee (hereinafter called "the Joint Committee") should be empowered to acquire the lands in this Act mentioned in that behalf:

And whereas plans and sections showing the lines and levels of the railway widenings by this Act authorised and plans showing the lands required or which may be taken for the purposes or under the powers of this Act and also books 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 riding and division within which the said railway widenings will be made or the said lands are situate and those plans sections and books of reference are in this Act referred to as the deposited plans sections and books of reference respectively:

And whereas it is expedient to sanction and confirm the acquisition by the Company the Joint Committee and the Cheshire Lines Committee of the lands in this Act in that behalf mentioned and to authorise the Company and the said Committees to hold and use the same for the purposes of and as part of their undertakings:

And whereas by section 56 of the Derwent Valley Calver and Bakewell Railway Act 1920 provision was made under which the Company were to give certain traffic facilities to the Derwent Valley Calver and Bakewell Railway Company constituted by the said Act and it is expedient that the said section should be repealed:

And whereas it is expedient that the Company the Joint Committee and the Cheshire Lines Committee should respectively be empowered to apply their funds to the purposes of this Act in which they are respectively interested:

And whereas it is expedient that further powers should be conferred upon the Company as provided by this Act and that such other provision should be made as is in this Act hereinafter contained:

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 Act 1923.

Incorporation of general Acts.

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

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 by the Company or the Joint Committee as the case may be and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

The Railways Clauses Consolidation Act 1845;

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

Interpretation.

**3.** 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 the same respective meanings And—

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

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

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

"The Committee" means the Cheshire Lines Committee.

A.D. 1923.

Protection of gas and water mains of local authorities.

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

Power to company to make railways.

**5.** Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railway widenings hereinafter described with all proper works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference relating thereto as may be required for those purposes.

The railway widenings hereinbefore referred to and authorised by this Act are :—

The Chevet and Snydale widening—

A widening (3 miles 5 furlongs and 8 chains or thereabouts in length) (to be called "the Chevet and Snydale widening") of the Company's Derby to Leeds Railway on both sides thereof wholly in the rural district of Wakefield in the west riding of the county of York commencing in the parish of Walton at a point on the said railway opposite to the Chevet Junction signal box thereon and terminating in the parish of Warmfield-cum-Heath at a point on the said railway $5\frac{1}{2}$ chains or thereabouts measured along the said railway in a north-easterly direction from the Snydale Junction signal box;

The King's Norton widening—

A widening (2 furlongs and 4 chains or thereabouts in length) (to be called "the King's Norton widening") of the Company's Birmingham to Gloucester Railway on the northern side thereof wholly in the city and county borough of Birmingham in the county of Warwick com-

mencing at a point on the said railway 14 chains or thereabouts measured along the said railway in an easterly direction and terminating at a point on the said railway 10 chains or thereabouts measured in a westerly direction along the same from the centre of the booking office at King's Norton Station;

The Longbridge and Barnt Green widening—

A widening (2 miles and 4 furlongs or thereabouts in length) (to be called "the Longbridge and Barnt Green widening") of the said Birmingham to Gloucester Railway on both sides thereof commencing in the said city and county borough of Birmingham at a point on the said railway $1\frac{1}{2}$ chains or thereabouts measured in a northerly direction along the said railway from the centre of the bridge carrying Longbridge Lane over the said railway and terminating in the urban district of North Bromsgrove in the county of Worcester at a point on the said railway 5 chains or thereabouts measured in a northerly direction along the same from the centre of the booking office at Barnt Green Station.

Rates and charges.

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

Limits of deviation of railways.

**7.** In constructing the railways and works in connection therewith the Company may deviate laterally from the lines thereof as shown on the deposited plans to any extent not exceeding the limits of deviation shown on those plans and may deviate vertically from the levels of the railways and works as shown on the deposited sections in accordance with the provisions of the Railways Clauses Consolidation Act 1845.

Height of bridge.

**8.** The Company may make the arch of the bridge for carrying the Longbridge and Barnt Green widening by this Act authorised over the public road numbered on the deposited plans 16 in the parish of Cofton Hackett in the rural district of Bromsgrove of any height not less than twelve feet.

Power to divert roads

**9.** The Company may divert the roads and footpaths referred to in the next following table in the manner

A.D. 1923.

and footpaths.

shown upon the deposited plans and sections and subject to the provisions of this Act may stop up and cause to be discontinued as a road or footpath so much of each existing road or footpath as will be rendered unnecessary by the new portion of road or footpath so shown on the said plans (that is to say):—

| Railway. | Area. | No. of Road or Footpath on Plan. |
|---|---|---|
| Chevet and Snydale widening. | Parish of Walton - - | 6 |
| ditto | ditto - - - | 10 |
| ditto | Parish of Chevet - - | 8 and 8A |
| Longbridge and Barnt Green widening | City and county borough of Birmingham. | 1 5 and 9 |

Company not bound to maintain surface of roads &c. unless level permanently altered.

**10.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any of the railways by a bridge or bridges or the immediate approaches thereto except so far as the level of such road public highway or approaches is permanently altered so as to increase the gradient:

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

Underpinning of houses near railways.

**11.** 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 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):—

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

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning 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

A.D. 1923.

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:

(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 compensate 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 Consclidation Act 1845.

For protection of London and North Eastern Railway Company.

**12.** The following provisions for the protection of the London and North Eastern Railway Company (in this section called "the Eastern Company") shall unless with the previous consent in writing of the Eastern Company apply and have effect:—

(1) The expression "property of the Eastern Company" where used in this section shall include any land railway siding or work belonging or leased to or worked by the Eastern Company:

(2) The Company shall not enter upon use purchase take or interfere with any property of the Eastern Company except that the Company may purchase and take and the Eastern Company may and shall sell and grant according to their estate and interest in and subject to all easements rights and covenants affecting the property of the Eastern Company such an easement or right as shall be necessary for the purpose of constructing using and maintaining the Chevet and Snydale widening by this Act authorised (hereinafter in this section called

"the widening") so far as the same is according to this Act to be constructed on or across the property of the Eastern Company:

(3) The consideration to be paid for any easement or right to be acquired by the Company under the preceding subsection shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase and taking of lands otherwise than by agreement:

(4) The widening shall be carried over the railway of the Eastern Company by a bridge with a clear span between the abutments of not less than fifty-eight feet six inches measured at right angles to the said railway and having a clear headway of not less than sixteen feet measured from the upper surface of the rails of such railway:

(5) All works in connection with the widening where they adjoin or interfere with the junction between the railways of the Company and the Eastern Company at West Riding Junction and any variation of such junction shall be carried out in such manner as on the completion of the works shall leave the Eastern Company in as good a position for interchanging traffic with the Company as they are at present:

(6) The Company shall not construct any works whether temporary or permanent upon or over or which may affect any property of the Eastern Company except in accordance with the provisions of this section and under the superintendence and to the reasonable satisfaction of the engineer for the time being of the Eastern Company (hereinafter in this section called "the engineer") and of such dimensions quality and strength of material and design and method of construction and according to such plans sections and specifications as shall have been previously submitted to and approved by the engineer or in case of difference between him and the engineer of the Company by an arbitrator to be appointed as hereinafter provided If the Eastern Company give to the Company notice that the Eastern Company desire to construct so much of the works of the widening

A.D. 1923.

or to carry out so much of the variations of the West Riding Junction as will affect the running lines of the Eastern Company the Eastern Company may themselves execute the said works and recover the reasonable cost thereof from the Company:

(7) The Company shall maintain the widening so far as it affects the property of the Eastern Company in substantial repair and good order and condition in accordance with the plans sections and specifications so approved as aforesaid to the reasonable satisfaction in all respects of the engineer and if and whenever the Company fail so to do the Eastern Company may do in and upon the lands of the Company as well as their own lands all such works and repairs as may be reasonably requisite in that behalf and the reasonable amount of the sum which the engineer shall certify has been the expenditure of the Eastern Company in so doing shall upon demand be repaid to them by the Company:

(8) The Company shall not in the execution maintenance or repair of any of their works obstruct or hinder or interfere with the free uninterrupted and safe user of any railway siding or work belonging or leased to or worked by the Eastern Company or any traffic thereon and if in the execution maintenance or repair of any of their works it is necessary to remove or disturb any of the rails of any railway siding or other work belonging or leased to or worked by the Eastern Company the Company shall at their own expense before any such removal or disturbance execute and maintain such temporary works as the engineer may consider necessary for the purpose of avoiding risk to the railways or works of the Eastern Company or interruption to the traffic thereon but the Company shall in no case remove or disturb any of the rails of any railway siding or other work belonging or leased to or worked by the Eastern Company save in accordance with the provisions of this section:

(9) The Company shall bear and on demand pay to the Eastern Company the reasonable expense of

the employment by the Eastern Company during the execution or repair of any work affecting any property of the Eastern Company of such inspectors watchmen and signalmen to be appointed by the Eastern Company as may be reasonably necessary for watching and signalling the same with reference to and during the execution or repair of any such work of the Company and for preventing all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or of their contractors:

(10) If by reason of the construction or working of the widening it shall become necessary to add to or alter any signal cabins signal posts signals or other similar works on any property of the Eastern Company the Eastern Company may make such additions and alterations and the reasonable expense of such additions and alterations shall be repaid by the Company on demand and the cost of maintaining and working any such additional signal cabins signal posts signals or other similar works and any reasonable addition (if any) to the cost of maintaining and working any signal cabins signal posts signals or other similar works arising by reason of such addition to or alteration of the same as aforesaid shall at the end of every half-year be repaid by the Company to the Eastern Company:

(11) If by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any property of the Eastern Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Eastern Company may make good the same and the reasonable amount of the sum which the engineer shall certify to have been the expenditure of the Eastern Company in so doing shall be repaid to the Eastern

A.D. 1923.

Company by the Company on demand and the Company shall indemnify the Eastern Company against all losses which the Eastern Company may sustain and shall pay all costs charges and expenses which the Eastern Company may reasonably incur by reason of the execution user or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise :

(12) (i) If in the opinion of the Eastern Company or (in case of difference) of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Eastern Company to purchase or pay compensation for any minerals required to be left unworked for the protection or safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Eastern Company the amount paid by the Eastern Company for or in respect of such minerals together with all costs and expenses reasonably incurred by them in relation to any such purchase or payment of compensation :

(ii) If in the opinion of the Eastern Company or (in case of difference) of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Eastern Company to purchase or pay compensation for any minerals required to be left unworked for the protection or safety of the railway works or property of the Eastern Company and also of the said works constructed under the powers of this Act then the Company shall on demand pay to the Eastern Company a fair proportion of the amount paid by the Eastern Company for or in respect of such minerals and of the costs and expenses reasonably incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as hereinafter provided :

A.D. 1923.

feet in width in the clear measured at right angles with the parapets The said bridge shall be constructed of brick stone steel or iron or any of those materials combined :

(3) If and whenever the headway of the said bridge shall by subsidence be reduced below the headway hereinbefore prescribed the Company shall at their own expense restore the same to the headway so prescribed as soon as reasonably practicable :

(4) In the event of the undertakers at any time after the completion of the said widening of the Company's railway executing any work of widening or improvement of the canal between the east side of the said bridge and the junction of the canal with the River Calder the Company shall contemporaneously with the execution of such widening or improvement at their own expense remove the piers of the existing viaduct adjoining and on each side of the canal to the level of the towing-path together with the existing arch over the canal and make good all damage to the towing-path and property of the undertakers caused by such removal to the reasonable satisfaction of the engineer of the undertakers and the provisions of sub-sections (5) (8) (9) (10) and (12) of this section shall mutatis mutandis apply to the removal of such piers and arch :

(5) In constructing and maintaining the said bridge the Company shall not alter the line or level of the canal or of the towing-path or banks thereof nor contract the present width of the waterway or towing-path of the canal or (except so far as may be reasonably necessary during the erection of the superstructure of the said bridge and subject to the provisions of sub-section (10) hereof) obstruct or impede the navigation of the canal or the passage along the towing-path or intercept cut off take use or diminish or allow to escape any of the waters of the canal or otherwise damage or interfere with the canal or the towing-path or banks thereof :

(13) If any difference shall arise between the Company and the Eastern Company or their respective engineers as to anything to be done or not to be done under the subsections hereof numbered (6) to (12) (both inclusive) the same shall be determined by an engineer to be appointed as arbitrator by the President of the Institution of Civil Engineers on the application of either party after notice to the other and the Arbitration Act 1889 shall apply.

For protection of Aire and Calder Navigation.

**13.** For the protection of the undertakers of the Aire and Calder Navigation (hereinafter in this section referred to as "the undertakers") the following provisions shall have effect unless otherwise agreed between the Company and the undertakers (that is to say):—

(1) The Company shall not except by agreement acquire or use under the powers of this Act any land of the undertakers but the Company may purchase and the undertakers may and shall sell in accordance with and subject to the provisions of the section of this Act of which the marginal note is "Power to acquire easements compulsorily" an easement or right of constructing maintaining and using the widening of the Company's Derby to Leeds Railway authorised by this Act across the Barnsley Canal of the undertakers (hereinafter in this section referred to as "the canal") and the towing-path and banks thereof on the east side of the existing viaduct crossing the canal and with not more than two lines of rails subject to the provisions and restrictions contained in this section:

(2) The said railway as widened under the powers of this Act shall be carried over the canal and the towing-path and banks thereof by means of a bridge consisting of a single span of not less than one hundred feet measured at right angles to the face of the abutments which shall be approximately parallel with the centre line of the canal and having a clear headway throughout of not less than twenty feet above the top-water level of the canal at the point of crossing and not exceeding altogether seventy

(6) The said bridge and the works connected therewith and all future structural repairs thereof shall be constructed and executed according to plans sections and specifications to be submitted to and to be subject to the reasonable approval of the engineer of the undertakers previously to the commencement of the works and such works shall be carried on and completed under the superintendence (if the same is given) and to the reasonable satisfaction of the said engineer Provided that if the said engineer shall for a period of twenty-eight days neglect or refuse to signify his approval or disapproval of such plans sections and specifications the same shall be deemed to have been approved by him :

(7) The said bridge and the works connected therewith shall be maintained in good and substantial repair by and at the expense of the Company and in the event of the Company at any time neglecting after notice from the undertakers so to maintain the same the undertakers may repair the same and recover any expenses reasonably and properly incurred by them in that behalf from the Company :

(8) If in the construction maintenance or repair of the said bridge or the works thereof or by reason or in consequence of the construction thereof or of any defect failure or want of repair thereof or by reason or in consequence of the exercise by the Company of the powers of this Act any injury to or interference with the canal or the towing-path or banks thereof or any obstruction to the navigation of the canal or the passage of traffic along the towing-path of the canal or any loss of water from the canal shall be occasioned the Company shall forthwith when required in writing so to do by the undertakers restore the canal towing-path or bank as aforesaid to the same state and condition as before the happening of such injury or interference or remove such obstruction or prevent such loss or further loss of water as the case may require under the superintendence (if the same is given) and to the reasonable satisfaction of the engineer of the undertakers and

A.D. 1923.

in case of default by the Company in so doing it shall be lawful for the undertakers to do the same and to recover the expenses reasonably and properly incurred by them in that behalf from the Company:

(9) The Company shall during the construction of the said bridge and during the execution of any alterations repairs or renewals thereof bear and upon demand pay to the undertakers the reasonable expense of the employment of a sufficient number of inspectors or watchmen to be appointed by the undertakers for watching their property with reference to and during the execution of the said works and for preventing so far as may be any damage obstruction or accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise:

(10) If and whenever by or by reason or in consequence of any act or omission of the Company any part of the canal or towing-path shall be obstructed or rendered dangerous to boats barges or other vessels navigating or using the canal so that such boats barges or vessels cannot pass along the same or cannot pass along the same without danger the Company shall pay to the undertakers as or by way of ascertained damages the sum of fifty pounds for every day during which the obstruction or danger shall continue and so in proportion for any less period than a day:

(11) The fact that any work or thing has been executed or done in accordance with a plan approved by the engineer of the undertakers or with a requirement of such engineer or to the satisfaction of the said engineer shall not relieve the Company from any liability for damage caused to the property of the undertakers or affect any claim competent to the undertakers under this Act:

(12) If any difference arises under this section between the Company and the undertakers or their respective engineers the settlement of

which is not otherwise provided for such difference shall be determined by the arbitration of an engineer to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either the Company or the undertakers and in other respects the provisions of the Arbitration Act 1889 shall apply to such arbitration.

For protection of West Riding County Council.

**14.** 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) In executing the Chevet and Snydale widening the Company shall construct the extension of the bridge carrying the Wakefield to Doncaster main road in the parish of Warmfield-cum-Heath so that the width between parapets shall be at least thirty-six feet and shall at the same time and at their own cost rebuild or widen to the said width of thirty-six feet and strengthen the existing bridge and shall within the said width construct on the north-western side of the said bridge a footpath six feet in width with suitable kerbing and ashed surface:

(2) The said bridge as rebuilt or widened and the extension thereof shall be of a strength to carry a rolling load of fifty tons upon a four-wheeled carriage having a wheel base of twelve feet ten inches and drawn by a locomotive weighing twenty tons with a wheel base of ten feet:

(3) Not less than one month before commencing any works affecting the said road or bridge 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:

A.D. 1923.

(4) All such bridge 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:

(5) On the completion of the said bridge works and of the construction of the eastern approach thereto the county council shall take over and thereafter for ever maintain the roadway and footpath over the said bridge and approach but nothing in this Act shall relieve the Company from the obligation at their own expense to maintain the structure of the said bridge:

(6) 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 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 protection of Wakefield Rural District Council.

**15.** For the protection of the Wakefield Rural District Council (in this section hereafter referred to as "the council") and of the highways and property in the district of the council subject to their jurisdiction the following provisions shall unless otherwise subsequently agreed between the Company and the council (notwithstanding anything contained in this Act or shown on the deposited plans and sections) have effect (that is to say):—

(*a*) The diversion of the highway or public road leading from Havercroft to Chevet by this Act authorised shall be constructed as a new road with a clear width of forty feet between the fences throughout its whole length of which twenty feet shall be metalled and shall be properly fenced off from the adjoining lands;

In the construction of such diversion the Company shall construct on such side as may be specified by the council before the construction of the diversion shall be commenced a footpath five feet in width properly flagged

throughout with all necessary kerbs and channels;

The method of construction and class of material to be used for the roadway and footpath shall be subject to the reasonable approval of the surveyor for the time being of the council and the fencing shall be the five rail creosoted standard pattern fencing of the Company:

(*b*) The Company shall at their own expense construct over the said diversion a girder bridge forty-four feet wide having a clear height of sixteen feet above the surface of the said new road and the Company shall at their own expense remove the existing centre pier of the existing viaduct if and when such viaduct is reconstructed:

(*c*) The Company shall at their own expense make due and adequate provision for the draining of all surface water from the said new road:

(*d*) The diversion of the highway or public footpath between Chevet Lane and Sike Lane by this Act authorised shall be constructed with a clear width of five feet throughout and shall be carried over the railway by a bridge of the same width constructed at a level not less than thirty feet above the level of the permanent way of the railway and shall be properly fenced for its whole length (so far as the downward slopes are concerned on the railway side of the same only) and the footpath shall be constructed to the reasonable approval of the surveyor of the council and the bridge steps and footpath so far as the same are on the Company's property shall for ever thereafter be repaired and maintained by the Company at their own cost:

(*e*) In place of the present public footpath crossing the railway on the level between Common Lane and Overtown the Company shall construct a footbridge not less than five feet in width with suitable step approaches to be properly fenced on each side and the same and the approaches thereto shall for ever thereafter be repaired and maintained by the Company at their own cost:

A.D. 1923.

(*f*) The Company shall at their own expense widen the bridge carrying the public road over the railway near Walton Grange at Green Side to a width of thirty-six feet throughout and provide the same with proper parapet walls and shall for ever thereafter repair and maintain such bridge at their own cost;

The Company shall widen the existing roadway on the east side of the last-mentioned bridge to the same width of thirty-six feet up to the eastern limit of any land acquired by the Company under the powers of this Act and shall properly fence off the same with walls of stone set in lime mortar The Council shall at their own cost construct and carry out all road works on the said bridge and approach and also on the said length of widened bridge and road and shall maintain the same at their own cost;

The Company shall in the construction of the said bridge and approach make provision for the laying of a six-inch water main in such a position that the said main shall not be unduly liable to be affected by frost and traffic:

(*g*) The Company shall at their own expense carry the Chevet and Snydale widening by this Act authorised over the public road numbered on the deposited plans 34 in the parish of Walton by a girder bridge of thirty feet span on the square and having a clear height of sixteen feet above the surface of the said road and shall for ever thereafter maintain such bridge at their own cost;

The Company shall widen the existing road by a widening on the south side thereof to the full width of thirty feet for a length of thirty yards measured from the eastern face of the existing bridge in an easterly direction and shall within the thirty feet construct a footpath on the north side of the said road five feet in width properly flagged throughout with all necessary kerbs and channels;

If and when the existing bridge is reconstructed the Company shall at their own expense

rebuild the same to a span of thirty feet on the square and a headway of sixteen feet above the surface of the said road No. 34;

The Company shall throw into Common Lane so much of their land on the east side thereof as is shown on the plan No. 1 signed by Frank Massie and James Briggs and thereon coloured red The council shall at their cost to the reasonable satisfaction of the engineer of the Company set back the present wall abutting upon Common Lane to the new line to which the same is to be widened by the Company as aforesaid and shall carry out all road construction works upon the land so thrown into the road The Company shall be at liberty to widen each of their existing platforms at Sandal and Walton Station to any extent not exceeding six feet over the said road numbered 34 on the deposited plans as aforesaid:

(*h*) The Company shall extend the existing archway over the footpath leading from Oakenshaw Lane to Lower Town Walton and shall construct such extension to a width of six feet and a height of eight feet throughout its whole length and shall provide a top light thereto at the eastern end of the existing archway if so required by the council before such extension is commenced Provided that if the Company shall within three years from the passing of this Act apply for power to close the said footpath the council shall not oppose such application:

(*i*) The Company shall in the construction of the new bridge and approach at Doncaster Road by this Act authorised make provision for the laying of a nine-inch water main in such a position that the said main shall not be unduly liable to be affected by frost and traffic and they shall also bear the cost of any alteration to the existing six-inch water main valves or meter-chamber which may have to be adjusted either in direction or level within the limits of deviation shown on the deposited plans:

(*j*) The Company shall at their own expense extend over the full width of any land acquired by the Company under the powers of this Act for the

A.D. 1923.

said widening the public footpath leading from Heath Common towards Crofton Railway Station at a width of not less than five feet to the reasonable satisfaction of the surveyor for the time being of the council:

(*k*) The Company shall also grant to the council a sewer easement for the construction of a fifteen-inch diameter sewer under the lands belonging to the Company between the points marked A and B on the plan No. 2 signed by the said Frank Massie and James Briggs so as to afford a means of conveyance for the sewage for the houses on Heath Common to a proposed sewer near the Red Beck Cottages;

The Company shall also at their own cost make the necessary excavation for the said sewer under the present permanent way of the railway and shall lay the pipes for the same which pipes shall be supplied by the council:

(*l*) The Company shall construct the new bridge by this Act authorised over the railway at Hell Lane to a width of twenty-five feet throughout with proper parapets and the eastern approach to such bridge with a metalled carriageway of twenty feet The construction of the roadway shall be carried out to the reasonable satisfaction of the surveyor of the council and the Company shall continue to maintain the said roadway over the said new bridge and approach to the bridge for a period of two years after the alteration of the said approach and thereafter the same shall be maintained by the council at their cost;

If and when the Company shall reconstruct the existing bridge at Hell Lane they shall widen the same to a width of twenty-five feet throughout and provide the same with proper parapets The Company shall maintain the roadway over the reconstructed bridge for a period of two years from the date of the completion of such reconstruction and thereafter the same shall be maintained by the council at their own cost;

The Company shall in the construction of the said new bridge and approach make provision for the laying of a nine-inch water main

over the said bridge in such a position that the said main shall not be unduly liable to be affected by frost and traffic and shall bear also the cost of any alteration to the existing six-inch water main of the council which may be necessary for the purpose of the construction of the said new bridge and approach:

(*m*) The Company shall as far as may be possible abstain from interference with any water mains pipes sewers or other works of the council and where in the construction of any works by this Act authorised it shall be necessary or expedient to approach within three feet of any water main pipe sewer or work of the council such construction shall be carried out under the superintendence (if given) and to the reasonable satisfaction of the surveyor of the council at the Company's expense;

If in the execution of any of the works by this Act authorised any damage or injury shall be occasioned to the water mains pipes sewers or works of the council the Company shall immediately repair and make good the same to the satisfaction of the surveyor of the council and shall also make full compensation to the council in respect thereof the amount of such compensation together with full costs to be recoverable by the council from the Company by all and the same means as any simple contract debt is recoverable:

(*n*) If any difference shall arise between the council and the Company with reference to any of the matters provided for by this section the same shall be referred to an arbitrator to be appointed by the President of the Institution of Civil Engineers on the application of either the council or the Company and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to such arbitration.

For protection of Birmingham Corporation.

**16.** Notwithstanding anything contained in this Act the following provisions for the protection and benefit of the lord mayor aldermen and citizens of the city of Birmingham (in this section called "the corporation") shall except so far as may be otherwise agreed in writing

A.D. 1923.

between the corporation and the Company under their respective common seals apply and have effect (that is to say) :—

(1) Not less than three months and not more than six months before commencing the work of lengthening or altering the bridge carrying Pershore Road over the Company's railway for the purposes of the King's Norton widening authorised by this Act the Company shall give to the corporation notice of their intention to commence the same and at any time before the expiration of the notice given by the Company the corporation may give to the Company notice of their intention to widen the said bridge :

(2) If the corporation give notice to the Company under subsection (1) of this section the Company shall at the request of the corporation grant to them within three months after the date of such request all such easements rights licences and consents as they shall require to enable them to reconstruct the said bridge of such width between the parapets as the corporation may determine not being more than eighty-five feet and also to enable them to widen the approaches thereto (so far as such widening will be upon the Company's property) to such width as the corporation may determine not being more than one hundred and ten feet and the Company shall also pay to the corporation towards the cost of the reconstruction of the said bridge the sum of two thousand five hundred pounds Upon compliance by the Company with the foregoing provisions of this subsection the corporation shall thereupon proceed with the reconstruction of the said bridge and the widening of the approaches thereto and complete the same with all reasonable dispatch so as not unreasonably to delay the completion and opening for traffic of the said King's Norton widening :

(3) If the corporation do not give notice to the Company under subsection (1) of this section the Company may execute the work referred to in that subsection and in that case the corporation shall be at liberty at any time

thereafter to reconstruct or widen the said bridge to such a width between the parapets as the corporation may determine not being more than eighty-five feet and to widen the approaches thereto to such a width as the corporation may determine not being more than one hundred and ten feet and for that purpose the Company shall at the request of the corporation grant to them within three months after the date of such request all such easements and rights over any property of the Company and any licences and consents of the Company which the corporation shall require for any such reconstruction or widening:

(4) The Company shall not execute the diversion of Station Road shown on the deposited plans and in lieu thereof shall be subject to the obligations contained in subsection (5) of this section but when they construct the King's Norton widening authorised by this Act they shall to the reasonable satisfaction of the corporation construct and for ever thereafter maintain a footbridge for the use of the public at or near the present level crossing and thereupon they may close so much of Station Road as lies between the commencement and termination of the said footbridge:

(5) In the event of the corporation determining to construct a road and bridge between Selly Oak Road and Meadow Hill Road over the Company's railway the Company shall grant to the corporation all such easements rights licences and consents as they may require for carrying such road and bridge across the Company's lands and railway and the Company shall pay to the corporation towards the cost of the construction of the said road and bridge the sum of twelve thousand pounds:

(6) At the request made by the corporation at any time after the passing of this Act the Company shall grant to them such easements rights licences and consents as they may require to enable them—

(*a*) to widen Longbridge Lane where it abuts upon any property of the Company

A.D. 1923.

and the bridge carrying the same over the Company's railway to such width as the corporation may determine not being more than (in the case of the bridge) eighty-five feet between the parapets and elsewhere one hundred and twenty feet;

(*b*) to widen Grovely Lane where it abuts upon any property of the Company and the bridge carrying the same over the Company's railway to such width as the corporation may determine not being more than sixty-five feet:

(7) At any time after the opening out of the Cofton Tunnel shown on the deposited plans the Company shall at the request of the corporation grant to them such easements rights licences and consents as they may require to enable them to construct a road in such position and of such width as they may determine with the reasonable approval of the Company across the Company's railway at the site of the said tunnel and across the Company's lands and such road shall be carried across the Company's railway by means of a bridge over the same:

(8) All bridges and widenings of bridges constructed by the corporation in pursuance of this section shall be constructed under the superintendence (if given) and to the reasonable satisfaction of the chief engineer of the Company and in accordance with plans sections and specifications submitted to and approved by him such approval not to be unreasonably withheld Provided that if within one month after the receipt of such plans sections and specifications he shall not have signified to the corporation his disapproval thereof he shall be deemed to have approved the same:

(9) The corporation shall repay to the Company any cost reasonably incurred by the Company for watching and signalling their railways with reference to and during the execution by the corporation of any works under the power of this section:

(10) The easements rights licences and consents to be granted by the Company to the corporation

in pursuance of this section shall also include such interests in the land of the Company as may be necessary to enable the corporation to dedicate as public highways the bridges roads and approaches and the widenings thereof hereinbefore referred to :

(11) The easements rights licences and consents to be granted by the Company to the corporation in pursuance of this section so far as they may extend over lands within the limits of deviation shown on the deposited plans shall be granted to the corporation without payment and elsewhere at such price as may be agreed between the Company and the corporation or as failing agreement may be determined by arbitration :

(12) All bridges and widenings of bridges with the approaches thereto and the roads and footways thereon constructed by the corporation in pursuance of this section shall be maintained by the corporation and the Company shall from time to time give access necessary for the purpose and shall contribute to the cost of the maintenance of any such bridge approach road or footway such a sum as may be agreed or as failing agreement may be determined by arbitration to represent the cost of maintaining the bridge approach road or footway borne by the Company prior to the alteration thereof by the corporation Provided that from and after the payment of the sum of twelve thousand pounds to be made by the Company under subsection (5) of this section the cost of maintaining the approaches to the bridges carrying Pershore Road and Longbridge Lane over the Company's railway and the roads and footways of those bridges shall be borne solely by the corporation :

(13) The money paid by the Company to the corporation under subsection (2) and subsection (5) of this section may be expended by the corporation for the purposes of this section :

(14) The Company shall not under the powers of this Act break up any street in the city or raise sink or alter the position of any sewer drain or watercourse or any gas water or electric mains pipes

A.D. 1923.

services or apparatus of the corporation until they shall have given to the city engineer one month's notice in writing of their intention to commence the intended works accompanied by plans sections and other necessary particulars showing the works proposed to be executed by the Company so far as they affect the streets sewers drains watercourses gas water and electric mains pipes services and apparatus proposed to be so interfered with:

(15) The Company in carrying out the works authorised by this Act or any works on lands to be acquired under the powers of this Act shall to the reasonable satisfaction of the corporation make good all damage which may be caused to or may be the consequence of any interference with any sewer drain or watercourse or to any gas water or electric main pipe service or apparatus of the corporation:

(16) Whenever it may be necessary to intercept or remove or displace or otherwise interfere with any sewer or drain of the corporation the Company shall before intercepting removing displacing or interfering with such sewer or drain construct according to a plan to be reasonably approved by the corporation another sewer or drain in lieu of and of equal capacity to the sewer or drain so proposed to be intercepted removed displaced or interfered with and such substituted sewer or drain shall be connected by the corporation at the expense of the Company with the existing sewer or drain:

(17) If it shall be necessary to construct any works on lands to be acquired under the powers of this Act over any sewer drain gas water or electric main belonging to the corporation provision shall be made to the reasonable satisfaction of the corporation for protecting such sewer drain gas water or electric main from injury and for affording convenient access thereto for the purpose of examination alteration renewal or repair:

(18) The corporation shall be entitled to lay down and maintain sewers drains and gas water and

electric mains in any road or footway across any bridges constructed or altered under the powers of this Act:

(19) If by reason of the exercise of any of the powers of this Act or the carrying out of any works on lands to be acquired under the powers of this Act the corporation shall reasonably incur any cost in altering or removing any existing sewer drain gas water or electric main or apparatus the Company shall repay such cost to the corporation on demand:

(20) Any difference which may arise between the corporation and the Company under this section shall be referred to the arbitration of an engineer or other fit person appointed in default of agreement by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of William Herbert Marsh.

**17.** Notwithstanding anything in this Act contained the following provisions for the protection of William Herbert Marsh of Station Nurseries Station Road King's Norton in the city and county borough of Birmingham (in this section called "the owner" which expression shall include his heirs and assigns) shall unless otherwise agreed between the owner and the Company have effect (that is to say):—

The Company shall not commence the construction of the King's Norton widening until after they shall have served upon the owner a notice or notices to treat in respect of the acquisition by the Company of either the lands of the owner numbered on the deposited plans 34 in the said city and county borough or the lands of the owner numbered on the said plans 37 in the said city and county borough or some part of such last-mentioned lands.

For protection of North Bromsgrove Urban DistrictCouncil.

**18.** Notwithstanding anything contained in this Act or the Acts incorporated herewith or shown upon the deposited plans the following provisions for the protection of the urban district council of North Bromsgrove in the county of Worcester (in this section called "the council") shall unless otherwise agreed in writing

A.D. 1923.

between the council and the Company apply and have effect (that is to say):—

(1) Contemporaneously with the carrying out of the Longbridge and Barnt Green widening the Company shall reconstruct and widen the bridge which carries the Company's Birmingham to Gloucester Railway over Alvechurch Road in the district of the council in manner hereinafter mentioned:

(2) The said bridge shall be reconstructed and the widened portions thereof constructed so as to provide a clear width between the abutments of twenty-five feet The headway throughout the reconstructed bridge and the widened portions thereof shall not be reduced from that of the existing bridge by more than one foot:

(3) The reconstructed bridge and the widened portions thereof shall be constructed and maintained so as to prevent as far as reasonably practicable the dripping of water therefrom on any part of the road and footpaths thereunder and the parapets of the bridge as widened shall be carried up to a height of at least four feet six inches above the level of the rails:

(4) The said works shall be carried out and completed to the reasonable satisfaction of the council and at the cost in all respects of the Company:

(5) Contemporaneously with the reconstruction and widening of the said bridge the Company shall round off the angle between Alvechurch Road and New Road and the angle between Alvechurch Road and Hewell Road to the greatest extent which shall be reasonably practicable by throwing into the highway so much of the lands belonging to the Company as shall be agreed between the respective engineers of the council and the Company or failing agreement determined by arbitration as hereinafter provided:

(6) The roadway under the reconstructed and widened bridge shall be made good by the

council who shall also make up kerb channel and drain the lands to be thrown into the highway in pursuance of the last preceding subsection :

(7) The Company shall provide a suitable site for the diversion of the sewage overflow pipe now laid under the lands numbered 2 5 and 7 on the deposited plans in the urban district of North Bromsgrove and thereafter the council shall as soon as may be reasonably practicable at their own cost divert the said pipe on to the said site and complete such diversion so as not unreasonably to obstruct or delay the works of the Company :

(8) Any difference which may arise between the council and the Company under this section shall be settled by an engineer to be appointed (unless otherwise agreed upon) on the application of either of the parties by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply thereto.

For protection of William Henry Malin and another.

**19.** For the protection of William Henry Malin and Martha Louisa Ayles the following provisions shall unless otherwise agreed between the Company and the said William Henry Malin or Martha Louisa Ayles as the case may be apply and have effect (that is to say) :—

Notwithstanding anything contained in this Act or shown on the deposited plans and sections the Company shall not acquire any part of or construct any portion of the Longbridge and Barnt Green widening on the lands belonging to the said William Henry Malin or the said Martha Louisa Ayles and numbered on the deposited plans 22 23 and 24 in the urban district of North Bromsgrove.

Power to Company to acquire lands for general purposes.

**20.** Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for any purposes connected with their undertaking or ancillary thereto all or any of the lands following delineated on the deposited

A.D. 1923. plans thereof and described in the deposited books of reference relating thereto (that is to say) :—

In the county of Leicester—

Moira. Lands in the urban district of Ashby Woulds lying on the south side of and adjoining the Company's railway from Burton to Leicester and west of and near to Moira Station and between points 13 to 26 chains respectively or thereabouts measured in a westerly direction along the said railway from the centre of the booking office at the said station :

In the county of Rutland—

Manton (Wing). Lands in the parishes of Wing and Glaston in the rural district of Uppingham lying on both sides of the Company's railway from Kettering to Manton and situate between the 88½ mile post and a point 44 chains therefrom measured in a north-westerly direction along the said railway :

In the county of Northampton—

Market Harborough (Bray-brooke). Lands in the parish of Braybrooke in the rural district of Oxendon lying on the north-east side of and adjoining the Company's railway from Leicester to Bedford between the points 18 chains or thereabouts measured along the said railway in a north-westerly direction and sixty-six chains or thereabouts measured along the same in a south-westerly direction from the Braybrook signal box;

Desborough. Lands in the urban district of Desborough lying on the north-east side of and adjoining the Company's railway from Leicester to Bedford extending from the bridge carrying the public road from Market Harborough to Desborough over the said railway to a point 48 chains or thereabouts measured in a north-westerly direction along the said railway from the said bridge;

Corby. Lands in the parish of Corby in the rural district of Kettering lying on both sides of the Company's railway from Kettering to Manton and south of and near to Weldon and Corby Station extending between points 23 chains and 43 chains respectively or thereabouts measured in a

southerly direction along the said railway from the centre of the booking office at the said station.

Power to Joint Committee to acquire land.

**21.** Subject to the provisions of this Act the Joint Committee may enter upon take use and appropriate for any purposes connected with their undertaking or ancillary thereto all or any part of the land following delineated on the deposited plans thereof and described in the deposited books of reference relating thereto (that is to say):—

In the county of Norfolk—

A triangular piece of land in the county borough of Great Yarmouth lying near to the goods yard of the Joint Committee in the said county borough bounded on the north by Sandown Road on the west by the railway of the Joint Committee and on the east by premises in Wellesley Road and known as Nos. 38 to 64 (inclusive) in that road.

As to private rights of way over lands taken compulsorily.

**22.** 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 or the Joint Committee as the case may be 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.

Period for compulsory purchase of lands.

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

Persons under disability may grant easements &c.

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

A.D. 1923. grants and to such easements rights and privileges as aforesaid respectively.

Power to acquire easements compulsorily.

**25.** Notwithstanding anything contained in this Act the Company may purchase and acquire an easement or right of making and maintaining in accordance with the provisions of this Act the Chevet and Snydale widening by this Act authorised over the Aire and Calder Navigation (being the property numbered on the deposited plans 59 in the parish of Walton) and over the London and North Eastern Railway (being the property numbered on the deposited plans 53 in the said parish of Walton) without the Company being obliged or compellable to purchase any greater interest thereover respectively and the provisions of the Lands Clauses Acts shall extend and apply to the acquisition of such easements or rights as if the same were lands within the meaning of those Acts.

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

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

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the First Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties" :

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Com-

pany 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 jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by the tribunal determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforeasid 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 determina-

A.D. 1923.

tion of any matters under this section shall be borne and paid by the owner:

(6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice:

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the 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 Company and Joint Committee to enter upon property for survey and valuation.

**27.** The Company and the Joint Committee respectively and their respective surveyors officers contractors and workmen may at all reasonable times in the day upon giving for the first time twenty-four hours and afterwards twelve hours previous notice in writing enter upon and into the lands houses and buildings by this Act authorised to be taken and used by them respectively for the purpose of surveying and valuing

the said lands houses and buildings without being deemed trespassers and without being subject or liable to any fine penalty or punishment on account of entering or continuing upon any part of the said lands houses and buildings.

Costs of arbitration in certain cases.

**28.** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company or the Joint Committee as the case may be (in this section respectively referred to as "the purchasers") award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the purchasers by the claimant giving sufficient particulars and in sufficient time to enable the purchasers 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 purchasers have been prejudiced thereby the tribunal shall have power to decide whether the claimant's cost or any part thereof shall 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 purchasers to amend the statement in writing of the claim delivered by him to the purchasers 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 purchasers if they object to the amendment and such amendment shall be subject to such terms enabling the purchasers to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in cases of recently altered buildings.

**29.** In settling any question of disputed purchase-money or compensation payable under this Act the court or person settling the same shall not award any sum of money for or in respect of any improvement alteration or building made after the thirtieth day of November one thousand nine hundred and twenty-two

A.D. 1923.

if in the opinion of such court or person the improvement alteration or building in respect of which the claim is made was made or created with a view to obtaining or increasing compensation under this Act 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 or the Joint Committee as the case may be of such lands.

Stopping up roads and footpaths in case of diversion.

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

Before applying to the justices for their certificate in the case of a new road 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 of the new road to the satisfaction of the road authority or as from the date of the said certificate as the case may be all rights of way over or along the existing road or public footpath or portion thereof shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway appropriate and use for the purposes of their undertaking the site of the portion of road or public footpath 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.

Provisions as to repair of roads and footpaths.

**31.** Subject to the provisions of this Act any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed and except to the extent to which the Company may desire to maintain the same where situate on their property 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.

Railways &c. abutting but not communicating with streets not to be chargeable with private street expenses.

**32.** The Company the Joint Committee or the Committee as the case may be shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 as amended by any subsequent enactment in respect of any land acquired or used by the Company the Joint Committee or the Committee under the powers or for the purposes of this Act 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 which shall at the time of the laying out of such street be used by the Company the Joint Committee or the Committee solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street and the expenses incurred by any urban or rural authority under the powers of the said section which but for this provision the Company the Joint Committee or the Committee would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company the Joint Committee or the Committee and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be and in the event of the Company the Joint Committee or the Committee subsequently making a communication with such street they shall notwithstanding such repayment

A.D. 1923.

as last aforesaid pay to the urban or rural authority as the case may be the expenses which but for the foregoing provision the Company the Joint Committee or the Committee would in the first instance have been liable to pay and the urban or rural authority as the case may be shall divide among the owners for the time being other than the Company the Joint Committee or the Committee the amount so paid by the Company the Joint Committee or the Committee to the urban or rural authority as the case may be less the cost and expenses attendant upon such division in such proportion as shall be settled by the said surveyor whose decision shall be final and conclusive Provided that this section shall not apply to any street existing at the date of the passing of this Act.

Confirmation of purchase of lands by Company.

**33.** The Company may hold use and appropriate for the purposes of their undertaking the following lands and properties which were acquired before the passing of this Act by the Midland Railway Company (that is to say) :—

In the county of Cumberland—

Culgaith. Lands in the parish of Culgaith in the rural district of Penrith on the north side of and adjoining the Settle and Carlisle Railway of the Company and lying between the posts indicating $283\frac{3}{4}$ and 284 miles on that railway;

Culgaith. Lands in the said parish of Culgaith on the north side of and adjoining the said Settle and Carlisle Railway and lying to the north of the Culgaith Tunnel:

In the county of Westmorland—

Long Marton. Lands in the parish of Long Marton in the rural district of East Westmorland on the western side of and adjoining the said Settle and Carlisle Railway and lying between the posts indicating $278\frac{3}{4}$ and 279 miles on the said railway;

Ormside. Lands in the parish of Ormside in the said rural district of East Westmorland on the eastern side of and adjoining the said Settle and Carlisle Railway near to Helm Road and lying between the posts indicating $273\frac{3}{4}$ and 274 miles on the said railway:

In the county of York (north riding)—

Lands in the parish of Hawes in the rural district of Aysgarth on the south-west side of and adjoining the Hawes Branch Railway of the Company and lying between the posts indicating $260\frac{3}{4}$ and 261 miles on the said railway; — Hawes.

Lands in the said parish of Hawes on the western side of and adjoining the said Settle and Carlisle Railway near to the Shot Lock Tunnel: Hawes.

In the county of York (west riding)—

Lands in the urban district of Barnoldswick at Barnoldswick Station adjoining the Barnoldswick Branch Railway of the Company; Barnoldswick.

Lands in the urban district of Yeadon on the north-east side of and adjoining the Yeadon Station of the Company and adjoining Henshaw Lane; Yeadon.

Lands in the city and county borough of Bradford on the north side of Trafalgar Street and adjoining the Leeds and Bradford Railway of the Company; Bradford.

Lands in the city and county borough of Leeds adjoining the Derby to Leeds Railway of the Company and near the Leeds and Liverpool Canal and the Leeds Station of the Company on that railway; Leeds.

Lands in the said city and county borough of Leeds near Pepper Lane and on the southern side of and adjoining the said Derby to Leeds Railway; Hunslet.

Lands in the urban district of Rothwell on the northern side of and adjoining the Derby to Leeds Railway of the Company and situate between the said railway and the Aire and Calder Canal and east of Bullough Lane; Woodlesford.

Lands in the parish of Oulton with Woodlesford in the rural district of Hunslet situate at and near Woodlesford Station on the northern side of the Derby to Leeds Railway of the Company; Woodlesford.

Lands in the urban district of Monk Bretton near Cudworth Station lying between the Derby and Leeds Railway and the Stairfoot and Cudworth Railway of the Company; Cudworth.

Lands in the said urban district of Monk Bretton adjoining Littleworth Lane lying near to the Monk Bretton.

A.D. 1923.

Cudworth and Barnsley Branch Railway of the Company and between the Barnsley canal and railway;

Wath. Lands in the parish of Adwick-upon-Dearne in the rural district of Doncaster on the eastern side of the Derby to Leeds Railway of the Company and near to Manvers Main Colliery;

Wath. Lands in the urban district of Wath-upon-Dearne near to Wath Station on the eastern side of and adjoining the said Derby to Leeds Railway;

Swinton. Lands in the urban district of Swinton adjoining the Derby to Leeds Railway of the Company and their Swinton goods station;

Heeley. Lands in the city and county borough of Sheffield on the north-west side of and adjoining the Chesterfield and Sheffield Railway of the Company and lying between the said railway and Little London Road:

In the county of Lancaster—

Hornby. Lands near Hornby Station in the parish of Hornby with Farleton in the rural district of Lunesdale on the north of and adjoining the Skipton and Morecambe Railway of the Company;

Hornby. Lands in the parish of Wray with Botton in the rural district of Lunesdale on the north side of and adjoining the Skipton to Morecambe Railway of the Company between Hornby and Caton Stations;

Hornby. Lands in the parish of Tatham in the rural district of Lunesdale on the north side of and adjoining the said Skipton and Morecambe Railway between Hornby and Caton Stations;

Morecambe. Lands in the borough of Morecambe being part of foreshore of Morecambe Bay;

Lancaster. Lands in the borough of Lancaster adjoining the said Skipton and Morecambe Railway and situate to the north of Skerton Bridge and formerly known as Ladies' Walk;

Didsbury. Lands and house in the city and county borough of Manchester on the east side of and adjoining Wilmslow Road and near to Didsbury Station on the Manchester South District Railway of the Company:

In the county of Derby—

Lands and house in the urban district of New Mills adjoining the River Goyt and near to the New Mills goods station on the Derby to Manchester Railway of the Company; — New Mills.

Lands in the urban district of Bakewell on the east side of Bakewell Station and adjoining the said Derby and Manchester Railway; — Bakewell.

Lands in the said urban district of Bakewell lying north of Haddon Tunnel and to the east side of and adjoining the said Derby and Manchester Railway; — Bakewell.

Lands in the parish of Hathersage in the rural district of Bakewell on the north side of and adjoining the Dore and Chinley Railway of the Company near Grindleford Station; — Grindleford

Lands at the Company's Avenue sidings on the Derby to Leeds Railway of the Company in the parish of Hasland in the rural district of Chesterfield and on the east side of and adjoining the River Rother; — Clay Cross (Wingerworth).

Lands in the parish of North Wingfield in the rural district of Chesterfield lying on the west side of and adjoining the Derby to Leeds Railway of the Company and near to Clay Cross Station; — Clay Cross.

Lands in the said parish of North Wingfield situate at the south end of the Clay Cross Tunnel and on the west side of and adjoining the said Derby to Leeds Railway; — Clay Cross.

Lands in the urban district of Kirkby-in-Ashfield near Pinxton Station and on the south-east side of and adjoining the Pyebridge to Mansfield Railway of the Company; — Pinxton.

Lands in the parish of Upper Langwith in the rural district of Blackwell adjoining the Mansfield to Worksop Railway of the Company and on the west side of the approach to Langwith Station on that railway; — Langwith.

Lands in the urban district of Alfreton on the south-west side of the Erewash Valley Railway of the Company and near to Coates Park signal box; — Pyebridge.

Lands in the said urban district of Alfreton lying on the north-east side of the said Erewash — Pyebridge.

A.D. 1923.

Valley Railway and near to Coates Park South signal box between the posts indicating 134 and 134¼ miles on the said railway;

Tibshelf. Lands lying to the north of Gloves Lane in the parish of Tibshelf in the rural district of Blackwell on the south-eastern and north-western sides of the Tibshelf and Teversall Railway of the Company and at and near to the Tibshelf East Junction on the said railway;

Mapperley. Lands in the borough of Ilkeston near to Manners Colliery on the western side of and adjoining the Stanton and Shipley Railway of the Company and adjoining the bridge carrying the said railway over the Nutbrook Canal;

Coxbench. Lands in the parish of Horseley in the rural district of Belper on the west side of the Derby to Ripley Railway of the Company and lying to the south of and adjoining Coxbench Station on that railway;

Derby. Lands in the county borough of Derby situate at and near to the St. Mary's goods depôt Derby and formerly known as the Britannia Iron Works;

Weston-on-Trent. Lands in the parish of Weston-on-Trent in the rural district of Shardlow lying on the south-west side of the Derby to Melbourne Railway of the Company and near to Chellaston East Junction on that railway;

Pear Tree and Normanton. Lands in the parish of Normanton in the said rural district of Shardlow on the north-eastern side of the said Derby to Melbourne Railway and near to Melbourne Junction between the posts indicating 0 and ¾ miles on that railway;

Willington. Lands in the parish of Mickleover in the rural district of Repton on the south side of the Derby to Birmingham Railway of the Company and at and near the North Stafford Junction on that railway;

Swadlincote. Lands in the urban district of Swadlincote District lying on the north and south sides of the Swadlincote Branch Railway of the Company and near to the Cadley Hill Colliery;

Lands in the said urban district of Swadlincote District lying on the south side of the said

A.D. 1923.

Swadlincote Branch Railway and west of and near to Swadlincote Station on that railway:

In the county of Nottingham—

Kimberley. Lands in the parish of Awsworth in the rural district of Basford adjoining the Nottingham Canal and lying on the north and south sides of the Bennerley and Bulwell Railway of the Company and adjoining and near to Digby Colliery;

Trowell. Lands in the parish of Trowell in the rural district of Basford on the south-west side of and adjoining the Radford and Trowell Railway of the Company near to Trowell Junction and Trowell Station on that railway;

Newark. Lands in the parish of Averham lying on the north side of the Nottingham to Lincoln Railway of the Company and between the post indicating 15 miles on the said railway and the viaduct carrying the said railway over the River Trent;

Colwick. Lands in the parish of Colwick in the rural district of Basford lying in Colwick Wood and on the north side of the said Nottingham and Lincoln Railway and near to Colwick level crossing on the said railway;

Attenborough. Lands in the parish of Chilwell in the rural district of Stapleford at Attenborough Station and on the north-west side of the Derby and Nottingham Railway of the Company:

In the county of Stafford—

Aldridge. Lands in the parish of Aldridge in the rural district of Walsall lying on the north side of the Walsall and Water Orton Railway of the Company and near to the bridge carrying the said railway over the Chester Road:

In the county of Leicester—

Moira. Lands in the urban district of Ashby Woulds lying near to Moira Station on the south side of the Burton and Leicester Railway of the Company and on the east side of the road leading from Burton to Market Bosworth;

Leicester. Lands in the city and county borough of Leicester lying on the north side of the said Burton and Leicester Railway and between Ayleston Road and the River Soar;

A.D. 1923.

Knighton. Lands in the said city and county borough of Leicester lying on the west side of the Leicester to Bedford Railway of the Company and near to Knighton South Junction on that railway;

Market Harborough (Little Bowden). Lands in the urban district of Little Bowden on the north and south sides of and adjoining the said Leicester to Bedford Railway extending about 50 chains east of the road leading from Market Harborough to Little Bowden at Little Bowden Junction;

Old Dalby. Lands in the parish of Dalby on the Woulds in the rural district of Melton Mowbray lying on the north-east side of the Nottingham to Melton Railway of the Company and situate at Old Dalby Station:

In the county of Northampton—

Market Harborough (Braybrooke). Lands in the parish of Braybrooke in the rural district of Oxendon lying on the north side of the said Leicester to Bedford Railway and between points 67 and 76 chains respectively or thereabouts measured in an easterly direction along the said railway from the centre of the signal box at Little Bowden Junction;

Lands in the said parish of Braybrooke lying on the south of the said Leicester to Bedford Railway between Braybrook signal box and the bridge carrying the said railway over the road leading from Dingley to Braybrooke;

Northampton. Lands in the county borough of Northampton situate at the Company's goods yard Northampton and adjoining Bridge Street;

Thrapston. Lands in the parishes of Islip Woodford and Thrapston in the rural district of Thrapston lying on the south side of the Kettering Thrapston and Huntingdon Railway of the Company near to and adjoining the Company's viaduct over the River Nene and near to Thrapston Station:

In the county of Rutland—

Manton. Lands in the parish of Manton in the rural district of Oakham lying on both sides of the Syston and Peterborough Railway of the Company between Manton Station and the River Chater;

Manton. Lands in the parishes of Manton and Gunthorpe in the said rural district lying on the west

side of and adjoining the said Syston and Peterborough Railway near the bridge over the River Gwash: A.D. 1923.

In the county of Middlesex—

Lands in the urban district of Tottenham lying on the north side of the Tottenham to Forest Gate Railway of the Company and adjoining the Company's Page Green goods yard: South Tottenham.

In the county of Essex—

Lands in the parish of Dunton in the rural district of Billericay lying on the north and south sides of the Forest Gate to Shoeburyness Railway of the Company and situate between the posts indicating 21½ and 22¼ miles on the said railway and west of Laindon Station; Laindon.

Lands adjoining Sylvan Road in the parish of Little Burstead in the said rural district lying to the west of Laindon Station on the north and south sides of and adjoining the said Forest Gate to Shoeburyness Railway and situate between the posts indicating 22 and 22½ miles on the said railway;

Lands in the parish of Laindon in the said rural district lying on the north side of the said Forest Gate to Shoeburyness Railway and near to the post indicating 22½ miles on the said railway and west of Laindon Station;

Lands in the parish of Laindon Hills in the rural district of Orsett lying on the south side of and adjoining the said Forest Gate to Shoeburyness Railway between the posts indicating 22 and 22½ miles on the said railway and west of Laindon Station;

Lands in the parish of South Benfleet in the rural district of Rochford lying on the north and south sides of the said Forest Gate to Shoeburyness Railway between the posts indicating 29½ and 30 miles on the said railway and east of Benfleet Station; Benfleet.

Lands in the parish of Rainham in the rural district of Romford lying on the north-east side of the Barking to Tilbury Railway of the Company between the posts indicating 13 and 13½ miles on the said railway and south-east of Rainham Station; Rainham.

A.D. 1923.

West Thurrock. Lands in the parish of West Thurrock lying on the eastern side of the Romford to Grays Railway of the Company between the posts indicating $5\frac{1}{2}$ and $6\frac{1}{4}$ miles on the said railway near to West Thurrock;

Grays. Lands in the urban district of Grays Thurrock lying on the north and south sides of the railway of the Company between Barking and Tilbury and situate and near to and east of Grays Station:

In the city and county borough of Birmingham—

Bromford Bridge. Lands lying on the north and south sides of the Derby to Birmingham Railway of the Company and situate between Washwood Heath Junction and Bromford Bridge Station;

King's Norton. Lands lying on the south side of the Birmingham to Gloucester Railway of the Company and about 30 chains west of King's Norton Station on that railway:

In the county of Gloucester—

Mangotsfield. Lands in the parish of Mangotsfield in the rural district of Warmley lying on the south side of the Bristol to Gloucester Railway of the Company and near to the Mangotsfield Station on that railway;

Bristol. Lands in the city and county borough of Bristol on the north side of the said Bristol to Gloucester Railway and near the Green Bank Cemetery:

In the county of Glamorgan—

Upper Bank. Lands in the county borough of Swansea lying on the western side of the Swansea to Brynamman Railway of the Company and at and near to Upper Bank Station on that railway;

Swansea. Lands at Foxhole Swansea in the said county borough of Swansea lying on the western side of the said Swansea to Brynamman Railway and between the River Tawe and the said railway;

and the expenditure of money by the Midland Railway Company and the Company in or about the purchase or acquisition of the said lands or the works executed thereon is hereby sanctioned and confirmed.

Confirmation of purchase of lands by Joint Committee.

**34.** The Joint Committee may hold use and appropriate for the purposes of their undertaking the following lands and properties which have been already acquired by them (that is to say) :—

In the county of Norfolk—

Lands in the parish of Hemsby in the rural district of East and West Flegg situate on both sides of the railway of the Joint Committee from North Walsham to Great Yarmouth and to the north of Hemsby Station and east of Hill House;

Lands in the parish of Roydon in the rural district of Freebridge Lynn situate on the east side of the railway of the Joint Committee from Spalding to Hillington and south of Carter's Yard:

In the county of Lincoln (parts of Holland)—

Lands in the urban district of Spalding situate on the south side of the railway of the Joint Committee from Little Bytham to Sutton Bridge and between the Great Northern and Great Eastern Joint Railway from Doncaster to March and St. Thomas Road in the said urban district;

and the expenditure of money by the Joint Committee in or about the purchase or acquisition of the said lands or the works executed thereon is hereby sanctioned and confirmed.

Confirmation of purchase of lands by Committee.

**35.** The Committee may hold use and appropriate for the purposes of their undertaking the following lands and properties which have been already acquired by them (that is to say) :—

In the county of Chester—

Lands in the parish of Timperley in the rural district of Bucklow containing 3,520 square yards or thereabouts situate on the north side of and adjoining the railway of the Committee and on the east side of West Timperley Station and adjoining Timperley Lodge:

In the county of Lancaster—

Lands in the urban district of Stretford containing 600 square yards or thereabouts situate on the north side of and adjoining the main railway of the Committee from Warrington

A.D. 1923.

to Manchester and on the west side of the Manchester United football ground and Warwick Road;

Lands in the urban district of Irlam containing 2,205 square yards or thereabouts situate at Irlam Station and on the south side of and adjoining the said main railway and on the west side of Liverpool Road;

and the expenditure of money by the Committee in or about the purchase or acquisition of the said lands or the works executed thereon is hereby sanctioned and confirmed.

Power to lease lands &c.

**36.** Notwithstanding anything to the contrary contained in the Lands Clauses Acts or any Act with which those Acts respectively are incorporated the Company shall not be required to sell or dispose of any lands or premises which have from time to time been purchased or acquired by the Company or any company whose undertaking now forms part of the undertaking of the Company adjoining or near to any railways docks or stations belonging or leased to or worked or managed by the Company or any lands or premises acquired by the Company under the powers of this Act and which lands or premises are not immediately or may not hereafter be required for the purposes of the undertaking of the Company but the Company may retain hold and use or may sell mortgage demise lease or otherwise dispose of such lands and premises.

For the purposes of this section the expression "the Company" means and includes in addition to the Company any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented and as regards any lands or premises which from time to time have been purchased or acquired by the Company or any company whose undertaking now forms part of the undertaking of the Company jointly with any other company means and includes the Company and such other company or the Company whose undertaking now includes the undertaking of such other company.

Amending section 37 of North Western

**37.** Notwithstanding anything contained in section 37 (7) of the North Western Midland and West Scottish Group Amalgamation Scheme 1922 no person entering

# ERRATUM

(*to face page* 51).

Section 39, line 1.—For "First Schedule" *read* "Second Schedule."

*x* 21142 Wt 18703—2474 500 11/23 E & S

the service of the Company on or after the first day of January one thousand nine hundred and twenty-three other than officers and servants transferred from a railway undertaking which has been vested in the Company shall be admitted to membership of either the London and North Western Railway Superannuation Fund the Lancashire and Yorkshire Railway Superannuation Fund the Midland Railway Superannuation Fund or the Glasgow and South Western Railway Superannuation Fund but any such person entering the service of the Company before provision shall have been made by Parliament in pursuance of section 3 (1) (*e*) or section 5 (*e*) of the Railways Act 1921 and any person claiming in right of such person shall be entitled and subject to the same benefits rights privileges obligations and liabilities as he would have been entitled and subject to under such provision if the same had been in force at the date when such person entered the service of the Company.

Midland and West Scottish Group Amalgamation Scheme 1922.

**38.** Section 56 (Traffic facilities) of the Derwent Valley Calver and Bakewell Railway Act 1920 is hereby repealed.

Repeal of section 56 of Derwent Valley Calver and Bakewell Railway Act 1920.

**39.** The agreement set out in the First Schedule to this Act is hereby confirmed and made binding upon the parties thereto and effect may and shall be given thereto accordingly subject to such modifications (if any) as may be agreed between the said parties in writing under their respective common seals.

Confirmation of agreement with Yarmouth Corporation.

**40.** The directors may by resolution authorise any chief officer of the Company to sign contracts on behalf of the Company and contracts signed in accordance with any such resolution shall have the same validity as contracts made under section 97 of the Companies Clauses Consolidation Act 1845 when signed on behalf of the Company by any two of the directors.

Directors may authorise chief officers to sign certain contracts.

**41.** Notwithstanding anything contained in section 34 of the Regulation of Railways Act 1868 the Company shall not until the expiration of two years from the first day of December one thousand nine hundred and twenty-three be required to print or to supply printed copies of the shareholders' address book of the Company.

Suspension of obligation to print shareholders' address book.

A.D. 1923.

Power to Company to apply funds.

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

Power to Joint Committee and Committee to apply funds.

**43.** The Joint Committee and the Committee may apply to the purposes of this Act in which they are respectively interested and to which capital is properly applicable any sums of money which they have already raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Provision as to general Railway Acts.

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

Costs of Act.

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

# The SCHEDULES referred to in the foregoing Act.

## FIRST SCHEDULE.

### Properties of which Parts only may be taken by the Company.

| Area. | No. on deposited Plans. | Description of property in Books of Reference. |
|---|---|---|
| Chevet and Snydale Widening. | | |
| Rural district of Wakefield— | | |
| Parish of Walton - - | 22 | Field and spinney. |
| | 23 | Shrubbery. |
| | 25 | Field and spinney. |
| | 28 | Yard and outbuildings. |
| Parish of Crofton - - | 7 | Garden and outbuildings. |
| Parish of Warmfield-cum-Heath. | 3 | Occupation road embankment and garden. |
| King's Norton Widening. | | |
| City of Birmingham - - | 2 | Garden. |
| | 3 | Land and garden. |
| | 5 | Garden ground. |
| | 6 | Garden ground. |
| | 8 | Garden. |
| | 9 | Garden. |
| | 10 | Garden and greenhouse. |
| | 11 | Garden and shed. |
| | 12 | Garden and shed and telephone wires. |
| | 13 | Garden and telephone wires. |
| | 14 | Garden. |
| | 15 | Garden. |
| | 16 | Garden. |
| | 17 | Garden shed and greenhouse. |
| | 18 | Garden. |
| | 19 | Garden. |
| | 20 | Garden and shed. |

| Area, | No. on deposited Plans. | Description of property in Books of Reference. |
|---|---|---|
| City of Birmingham—*cont.* | 21 | Garden. |
| | 22 | Garden. |
| | 23 | Garden and shed. |
| | 24 | Land and shed. |
| | 25 | Garden. |
| | 26 | Garden and shed. |
| | 27 | Garden. |
| | 28 | Garden. |
| | 29 | Garden. |
| | 30 | Garden. |
| | 37 | Garden ground. |
| | 43 | Field. |
| LONGBRIDGE AND BARN'T GREEN WIDENING. | | |
| City of Birmingham - - | 5A | Garden. |
| | 5B | Land. |
| Rural district of Bromsgrove— | | |
| Parish of Alvechurch - | 6 | Garden. |
| Urban district of North Bromsgrove. | 17 | Garden and shed. |
| | 18 | Garden. |
| | 19 | Garden. |
| | 20 | Garden and shed. |
| | 21 | Garden and shed. |

## SECOND SCHEDULE.

MEMORANDUM OF AGREEMENT made this eighteenth day of April one thousand nine hundred and twenty-three between the MAYOR ALDERMEN AND BURGESSES OF THE BOROUGH OF GREAT YARMOUTH by WILLIAM EDGAR STEPHENS of Great Yarmouth aforesaid their Town Clerk and Agent (hereinafter called "the Vendors") of the one part and the MIDLAND AND GREAT NORTHERN RAILWAYS JOINT COMMITTEE (hereinafter called "the Committee") by their Agent ALFRED JAMES BRICKWELL of King's Cross Station in the County of London of the other part.

1. The Vendors agree to sell and the Committee agree to purchase for the sum of five hundred pounds the freehold and

inheritance in fee simple in possession free from incumbrances of and in first All that piece of land containing one rood ten perches or thereabouts situate on the North Denes of Great Yarmouth aforesaid delineated and coloured red on the Plan No. 1 hereto annexed and comprised in an indenture of lease dated the twelfth day of April one thousand eight hundred and eighty-three and made between the Vendors of the one part and the Eastern and Midlands Railway Company of the other part whereby the said piece of land was demised to the said Eastern and Midlands Railway Company for the term of seventy-five years from the twenty-ninth day of September one thousand eight hundred and seventy-nine at the yearly rent of four pounds ten shillings and eightpence and secondly All that piece of land containing two roods ten perches or thereabouts situate on the Denes of Great Yarmouth aforesaid delineated and coloured red on the Plan No. 2 hereto annexed and comprised in an indenture of lease dated the seventh day of February one thousand eight hundred and ninety-five and made between the Vendors of the one part and the Committee of the other part whereby the same piece of land was demised to the Committee for the term of seventy-five years from the twenty-fifth day of March one thousand eight hundred and ninety-five at the yearly rent of twelve pounds as the said pieces of land before firstly and secondly described are numbered respectively 2388 and 2650 on the map of the estates of the Vendors made in the year one thousand eight hundred and ninety-nine and the reference thereto together with all mines and minerals under the said pieces of land first and secondly hereinbefore described and subject to and with the benefit of the said indentures of lease.

2. Such price shall include satisfaction and compensation for all damage loss or inconvenience whether permanent temporary or recurring occasioned by severing the property purchased from the Vendors' other property or by otherwise injuriously affecting such other property and shall be in full satisfaction for all works and things either over under across by the side of or near to the Committee's railway or works which might otherwise be required to be made or done for the better enjoyment protection or accommodation of the adjoining property and remainder of the estate of the Vendors.

3. The Vendors shall within fourteen days after being thereto required by the solicitors of the Committee deliver to them an abstract of the title to the said land and hereditaments but to such extent only as the said solicitors shall require and shall produce the deeds and muniments of title and other evidence in proof of the same and the Vendors and all other necessary parties shall execute a proper conveyance to the Committee or as they may direct to the said land and hereditaments and all necessary acknowledgments of the right to production and undertaking for the safe custody of the documents of title not

A.D. 1923. handed over to them according to the usual practice on the purchase of land by private individuals.

4. The purchase shall be completed on or before the twenty-fourth day of June next and on completion the Committee shall pay to the Vendors the purchase money together with interest thereon at the rate of five per cent. per annum from the second day of February one thousand nine hundred and twenty-three to which date the said rents shall be apportioned and paid by the Committee.

5. The Committee shall pay the Vendors costs of deducing and verifying the title and of the conveyance to the Committee as provided by the Lands Clauses Consolidation Act 1845 and also the fees of the Vendors' surveyor.

6. This agreement is subject to such alterations as Parliament may think fit to make therein but if any such alteration shall be made which in the opinion of either of the parties thereto shall be a material alteration it shall be competent to such party to withdraw from this agreement which shall thereupon be null and void.

As witness the hands of the parties hereto.

Signed by the said William Edgar Stephens in the presence of
H. S. MARTIN
Deputy Town Clerk,
Great Yarmouth. } W. EDGAR STEPHENS.

Signed by the said Alfred James Brickwell in the presence of
A. R. A. BATES
Surveyors' Office
King's Cross. } A. J. BRICKWELL.

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