CHAPTER ci.

An Act to empower the London Midland and Scottish Railway Company to construct railways and works and to acquire lands and for other purposes. [7th August 1925.]

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WHEREAS it is expedient that the London Midland and Scottish Railway Company (in this Act referred to as "the Company") should be empowered to construct and maintain the railways and other works in this Act mentioned and to acquire the lands in this Act described:

And whereas it is expedient to construct a new footpath in the urban district of North Darley in the county of Derby in substitution for a footpath which the Company were authorised to construct by the Midland Railway Act 1899 and to repeal certain sections of that Act:

And whereas it is expedient that the Company and the Great Western Railway Company should be empowered to appoint a joint committee and to transfer to that committee the powers and duties of the several joint committees of those companies mentioned in the Second Schedule to this Act:

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be repealed and that further powers should be conferred upon the Company as provided by this Act:

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes

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of this Act and that the other powers in this Act mentioned should be conferred:

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

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 1925.

Interpretation.

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

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

"The Scheme of 1923" means the North Western Midland and West Scottish Group Amalgamation Scheme 1923;

"The Act of 1924" means the London Midland and Scottish Railway Act 1924;

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

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

made or for which a separate overseer is or can be appointed:

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

Incorporation of general Acts.

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

The Lands Clauses Acts:

Provided that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensation under this Act or any Act incorporated therewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

The Railways Clauses Consolidation Act 1845; and

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

Protection of gas and water mains of local authorities.

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

Power to Company to construct railways and works.

5. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the railways and other works hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take

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and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking.

The railways and works hereinbefore referred to and authorised by this Act to be made by the Company are :—

(1) A railway (to be called "Clipstone Colliery Branch No. 1") 2 miles 5 furlongs 6 chains in length wholly in the county of Nottingham commencing in the parish of Rufford Liberty at a point on the Rufford Colliery Railway 20 chains measured along that railway in a south-westerly direction from the Rufford colliery screens passing thence from in through or into the urban district of Mansfield Woodhouse and terminating in the parish of Clipstone in Clipstone colliery yard at a point 3 chains measured in an easterly direction from the colliery loaded wagon weighbridge;

(2) A railway (to be called "Clipstone Colliery Branch No. 2") 3 furlongs 7 chains in length wholly in the said parish of Clipstone in the county of Nottingham commencing by a junction with Clipstone Colliery Branch No. 1 at a point 5 chains measured in a south-easterly direction from the southernmost end of Vicar Pond and terminating in Clipstone colliery yard at a point 4 chains measured in a westerly direction from the colliery empty wagon weighbridge;

(3) A footpath wholly in the urban district of North Darley in the county of Derby commencing in the field numbered 642 on the $\frac{1}{2500}$ Ordnance map of Derbyshire (edition 1922) at a point adjoining the north-western boundary of that field 3 chains measured in a north-easterly direction from the River Derwent and terminating in the public road leading from Matlock to Rowsley at a point 7 chains measured in a southerly direction along that road from the mile-post indicating 5 miles from Matlock.

Rates and charges.

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

Power to cross road on level.

7. Subject to the provisions in the Railways Clauses Consolidation Act 1845 and in Part I. (relating to the construction of a railway) of the Railways Clauses Act 1863 contained in reference to the crossing of roads on the level the Company may in the construction of the railways carry the same with a single line only whilst the railway shall consist of a single line and afterwards with a double line only across and on the level of the road next hereinafter mentioned (that is to say) :—

No. on Deposited Plan.	Parish.	Description of Road,
12	Rufford Liberty (Clipstone Colliery Branch No. 1).	Public carriage.

Power to deviate in construction of railways and works.

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

For protection of Southwell Rural District Council.

9. The following provisions for the protection of the Southwell Rural District Council (in this section called "the council") shall unless otherwise agreed in writing between the council and the Company have effect (that is to say) :—

(1) If the council shall at any time require to carry any road over or under the railways or either of them or to construct or lay under or across either of the railways any sewer drain or pipe in connection with the sewage drainage or water supply of their district the Company shall afford to the council all reasonable facilities for the construction of such road and the necessary bridge or bridges and approaches in connection therewith or for the construction or laying of such sewer drain or pipe and shall not charge any wayleave in respect thereof and the council shall carry out such works so far as the same may be over under

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or across the property of the Company under the supervision (if given) and to the reasonable satisfaction of the engineer of the Company The said works shall be constructed and maintained in all things at the expense of the council and the existence of any such road bridge approach sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Company:

(2) If any difference shall arise between the council and the Company under this section the same shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

For protection of London and North Eastern Railway Company.

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

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

(2) The Company shall not enter upon use purchase take or interfere with any property of the North Eastern Company except that the Company may purchase and take and the North 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 North Eastern Company such an easement or right as shall be necessary for the purpose of constructing using and maintaining the Clipstone Colliery Branches Nos. 1 and 2 by this Act authorised (hereinafter in this section called "the railway") so far as the same is according to this Act to be constructed under across or so as to affect the property of the North 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) Clipstone Colliery Branch No. 1 shall be carried underneath the Mansfield to Clipstone Railway of the North Eastern Company by means of a bridge having a clear width between the parapets of twenty-seven feet measured at right angles to the said railway and at any time when required by the North Eastern Company shall be extended by and at the cost of the Company so as to carry two additional lines of rails and the said Branch No. 1 shall be carried underneath the Clipstone Colliery Branch Railway of the North Eastern Company by means of a bridge having a clear width between the parapets of sixteen feet measured at right angles to the said Colliery Branch Railway and at any time when required by the North Eastern Company shall be extended by and at the cost of the Company so as to carry one additional line of rails:

(5) All works in connection with the railway where they interfere with or affect the existing or proposed lay-out of sidings for the reception of the North Eastern Company's traffic at Clipstone Colliery shall be laid out according to plans and sections to be previously submitted to and approved by the North Eastern Company If by reason of such interference it is necessary in the opinion of the North Eastern Company or in case of difference of an arbitrator appointed as hereinafter provided to construct additional or alter existing or proposed sidings or other works for or in connection with the reception of the North Eastern Company's said traffic the North Eastern Company may carry out either on its own property or with the consent of the Clipstone Colliery Company on the property of the colliery company the said construction or alteration and the reasonable expense thereof and any increase in the cost of maintenance

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thereby occasioned shall be repaid to the North Eastern Company by the Company:

(6) The Company shall not construct any works whether temporary or permanent under upon or over or which may affect any property of the North 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 North 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:

(7) The Company shall maintain the railway so far as it affects the property of the North 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 North 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 North Eastern Company in so doing shall be repaid to them by the Company:

(8) The Company shall not in the execution maintenance repair or user 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 or used by the North Eastern Company or any traffic thereon and if in the execution maintenance repair or user 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 or used by the North 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 property of the North 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 or used by the North Eastern Company save in accordance with the provisions of this section :

(9) The Company shall bear and on demand pay to the North Eastern Company the reasonable expense of the employment by the North Eastern Company during the execution or repair of any work affecting any property of the North Eastern Company of such inspectors watchmen and signalmen to be appointed by the North 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 railway it shall become necessary to provide add to or alter any signal cabins signal posts signals or other similar works in connection with any property of the North Eastern Company the North Eastern Company may make such provisions additions and alterations and the reasonable expense of such provisions 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

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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 North 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 North 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 North 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 North Eastern Company in so doing shall be repaid to the North Eastern Company by the Company on demand and the Company shall indemnify the North Eastern Company against all losses which the North Eastern Company may sustain and shall pay all costs charges and expenses which the North 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) If in the opinion of the North Eastern Company or (in case of difference) of an arbitrator to be appointed as hereinafter provided it shall be necessary for the North 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 North Eastern Company the amount paid by the North 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 :

(13) If any difference shall arise between the Company and the North Eastern Company or their respective engineers as to anything to be done or not to be done under the subsections hereof numbered (5) 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.

Power to stop up level crossing at Dronfield.

11. The Company may stop up in the urban district of Dronfield in the county of Derby the public footpath level crossing over the Sheffield and Chesterfield Railway of the Company situate at a point 140 yards measured in a north-westerly direction from the footbridge at Dronfield station on that railway.

Power to stop up footpath at North Darley and repeal of sections of Midland Railway Act 1899.

12.—(1) The Company may stop up so much of the footpath in the urban district of North Darley in the county of Derby leading from Churchtown to Meadow Cottages as lies northward of the point of commencement of the footpath to be made under the authority of this Act and described in the section hereof of which the marginal note is "Power to Company to construct railways and works."

(2) So much of sections 27 and 47 of the Midland Railway Act 1899 as relates to lands in the parish of Darley Dale in the urban district of North Darley and to the diversion and stopping up of the then existing footpath and to the construction of a new footpath are hereby repealed and the provisions of sections 46 48 and 49 of the said Act shall cease to apply or have any effect in regard to the said footpaths or either thereof.

Stopping up roads and footpaths without providing substitute.

13. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under

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or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up:

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

Period for completion of railways.

14. If the railways are not completed within five years from the passing of this Act then on the expiration of that period the powers by this Act granted to the Company for making and completing the said railways or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railways opened.

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

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

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

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening the uncompleted railway or railways by unforeseen accident or circumstances beyond their control Provided that the want of

sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

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

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

Power to Company to acquire lands.

17. Subject to the provisions of this Act and in addition to the other lands which the Company are by this Act authorised to acquire the Company may enter upon take use and appropriate for any purposes connected with their undertaking or ancillary thereto all or any of the lands following delineated on the deposited plans thereof and described in the deposited book of reference relating thereto (that is to say) :—

In the county of Leicester—

Lands in the parish of Asfordby in the rural district of Melton Mowbray on the north-east side of

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and adjoining the Company's Nottingham and Melton Railway and extending between points respectively 10 chains and 18 chains north-west of the Holwell sidings signal box.

Period for compulsory purchase of lands.

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

Underpinning of houses near railways.

19. 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 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 compensation under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act:

(8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts:

(9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

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Repair of roads where level not permanently altered.

20. 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.

Stopping up roads and footpaths in case of diversion.

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

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

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

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and

such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement.

Further provision as to repair of roads and footpaths.

22. 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 subject to the provisions of the section of this Act of which the marginal note is "Repair of roads where level not permanently altered" and unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

As to private rights of way over lands taken compulsorily.

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

Power to acquire easements compulsorily in certain cases.

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

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

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

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

(2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :

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

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

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of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Power to certain owners to grant easements &c.

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

Power to enter upon property for survey and valuation.

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

Costs of arbitration &c. 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 award and declare whether a statement in writing of the amount of com-

pensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this 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 case of recently altered buildings.

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

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As to private street expenses in certain cases.

30.—(1) The Company shall be deemed not to be an owner or occupier for the purposes of section 150 of the Public Health Act 1875 in respect of any land acquired or used by the Company under or in pursuance of the powers or for the purposes of this Act (*a*) upon which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (*b*) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

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

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

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

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

London Midland and Scottish and Great Western Railways Joint Committee.

31.—(1) Within six months after the passing of this Act the Company and the Great Western Railway Company (in this section referred to as "the two Companies") shall appoint a joint committee to be called "the London Midland and Scottish and Great Western Railways Joint Committee" (in this Act referred to as "the joint committee") for the management and maintenance of the railways stations and works hitherto respectively managed

and maintained by the joint committees specified in the Second Schedule to this Act the whole of which railways stations and works are in this section referred to as "the joint undertakings" and the joint committee shall exercise and fulfil all the powers rights duties and obligations exercised by or imposed upon any of such committees.

(2) Upon the appointment of the joint committee as aforesaid the joint committees specified in the said schedule shall cease to exist.

(3) The two Companies may from time to time alter vary or rescind the said powers rights duties and obligations or any of them or delegate to the joint committee such further powers rights duties or obligations as the two Companies may think fit including the management and maintenance of any other railways stations or works in which the two Companies are now or may hereafter become jointly interested.

(4) The joint committee shall consist of an equal number of the directors of the Company and of the Great Western Railway Company respectively not being less than three nor more than five directors of each Company as from time to time may be mutually agreed between the boards of the two Companies Such directors shall be nominated by the respective boards of the two Companies and the chairman of the joint committee at each meeting shall be a director of one of the two Companies alternately and shall have only one vote and not a casting vote and in case of difference arising between the respective representative directors of the two Companies the same shall be settled from time to time by the boards of the two Companies.

(5) The board of each of the two Companies respectively may from time to time by resolution remove all or any of the members of the joint committee nominated by them respectively as aforesaid and may in like manner fill up any vacancies occurring in the joint committee and any informality in the nomination of a member of the joint committee shall not invalidate any acts done by the joint committee previously to the discovery of such informality and the omission of either of the two Companies to supply vacancies in the joint committee shall not invalidate the acts of the joint committee.

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(6) The joint committee shall hold its meetings at such place as it may from time to time determine and three members of the joint committee shall be a quorum thereof provided that each Company is represented.

(7) The joint committee may from time to time appoint and remove a secretary and such clerks and servants as may be necessary for the conduct of the business of the joint committee.

(8) Notwithstanding anything in the Acts referred to in the Second Schedule to this Act any difference arising between the two Companies with reference to the joint undertakings shall be settled by an arbitrator to be agreed upon between the two Companies or failing agreement to be appointed upon the application of either of them (after notice in writing to the other of them) by the Minister of Transport and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Application of section 54 of Act of 1924.

32. The provisions of section 54 of the Act of 1924 (of which the marginal note is "Powers as to building on or over lands") shall extend and apply to any lands which may be acquired or held by the Company or any station or railway which the Company may hereafter erect or acquire under the powers of this Act.

As to notice of trusts subject to law of Scotland.

33. Where any request (including a transfer equivalent to a request) purporting to be made to the Company in pursuance of subsection (3) (*a*) of section 43 (Scottish stockholders and Scottish trusts) of the Scheme of 1923 contains or is accompanied by a declaration in the form prescribed by the Company that the trust to which the request relates is subject to the law of Scotland the Company and all transferees of the stock to which the request relates shall for all purposes be entitled to assume that such trust is so subject.

Redemption of stocks.

34.—(1) The provisions of subsection (3) of section 27 of the Scheme of 1923 shall apply to the redeemable preference stock deemed to have been created by section 7 of the scheme as well as to any redeemable preference stock issued under the powers of section 27 of the scheme.

(2) For the purposes of section 27 of the Scheme of 1923 all ordinary and preference stocks of the Company shall be deemed to be one class of stock.

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Company may apply corporate funds.

35. The Company may apply for or towards all or any of the purposes of this Act and of any Act passed in the session of 1925 by the Parliament of Northern Ireland and for or towards the general purposes of their undertaking being in each case purposes to which capital is properly applicable any sums of money which they have already raised or are authorised to raise by any of their Acts or Scheme having the force of an Act and which are not required for the purposes to which they are by those Acts or scheme made specially applicable.

Recovery of demands.

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

Provision as to general Railway Acts.

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

Costs of Act.

38. 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.

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The SCHEDULES referred to in the foregoing Act.

THE FIRST SCHEDULE.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN COMPULSORILY.

Area.	Nos. on deposited Plans.	Description of property in Book of Reference.
CLIPSTONE COLLIERY BRANCH No. 1.		
Parish of Rufford Liberty	3	Roadway water-tower and electric power wires and posts.
	4	Garden ground
	5	Garden ground
	6	Garden
Urban district of Mansfield Woodhouse	1	Golf links.
CLIPSTONE COLLIERY BRANCHES NOS. 1 AND 2.		
Parish of Clipstone - -	11	Colliery and works.

THE SECOND SCHEDULE.

REFERRED TO IN THE SECTION OF THIS ACT OF WHICH THE MARGINAL NOTE IS "LONDON MIDLAND AND SCOTTISH AND GREAT WESTERN RAILWAYS JOINT COMMITTEE."

Name of Joint Committee.	Act under which appointed.
Great Western and London and North Western Railways Joint Committee.	Great Western Railway Act 1864.
Rhymney and London and North Western Railways Joint Committee.	London and North Western Railway (New Lines) Act 1867.
Brecon and Merthyr and London and North Western Railways Joint Committee.	London and North Western Railway (New Lines and Additional Powers) Act 1875.
Great Western and Midland Railways Joint Committee.	Great Western and Midland Railway Companies (Severn and Wye and Severn Bridge Railway) Act 1894.

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