# CHAPTER xxxii.

An Act to empower the London Midland and Scottish Railway Company to construct a railway and for other purposes. [30th June 1926.] A.D. 1926.

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

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the Company should be repealed and that further powers should be conferred upon the Company as provided by this Act: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

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

And whereas plans and sections showing the lines and levels of the railway and works by this Act authorised and plans of the lands which may be taken under the powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerk of the peace for the county of Nottingham within which the said railway and

A.D. 1926. 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 1926.

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 Act of 1925" means the London Midland and Scottish Railway Act 1925;

"the railway" means the railway 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 Act so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say):—

The Lands Clauses Acts:

Provided that 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 méntioned 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 a railway.

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

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

A railway (to be called "the Welbeck Colliery Branch") 3 miles 2 furlongs 2 chains in length commencing in the urban district of Warsop by a junction with the Mansfield and Worksop Railway of the Company 1 chain north of the bridge carrying the Chesterfield and Lincoln Railway of the London and North Eastern Railway Company over the said Mansfield and Worksop Railway and terminating in the parish

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of Cuckney in the Welbeck colliery yard by a junction with the western end of the colliery empty wagon sidings.

For protection of Staveley Coal and Iron Company Limited.

**6.** For the protection of the Staveley Coal and Iron Company Limited (in this section called "the Staveley Company") the following provisions shall except so far as may be otherwise agreed between the Staveley Company and the Company apply and have effect (that is to say) :—

(1) The Staveley Company will at the expense of the Company carry the high tension electric cable (in this section called "the cable") belonging to the Staveley Company which crosses the Welbeck Colliery Branch by this Act authorised in the field numbered on the deposited plans 5 in the urban district of Warsop over the said branch :

(2) The Staveley Company shall carry out all such works as may be necessary to carry the cable over the said railway within a reasonable time of the receipt of notice in writing from the engineer of the Company requiring the Staveley Company to commence the said works :

(3) The Company shall not except with the consent of the Staveley Company and the Staveley Company shall not except with the consent of the Company (which consent shall not be unreasonably withheld) execute or do any act or work under the provisions of this section which will interrupt the supply of electricity by the cable :

(4) The Company shall pay to the Staveley Company the whole of the costs and expenses reasonably incurred by the Staveley Company in carrying out the said works including any losses incurred by the Staveley Company while such works are being carried out and in consequence thereof :

(5) If any difference shall arise between the Company and the Staveley Company or their respective engineers touching this section such difference shall be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply thereto.

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For protection of Nottinghamshire County Council.

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

(1) The Company shall give to the council twenty-eight days' previous notice in writing of their intention to commence the construction of any bridge or culvert for carrying the railway over any river or stream by leaving such notice at the office of the council together with the nett dimensions of the openings of such bridge or culvert and no such bridge or culvert shall be constructed except with such area of opening as shall be reasonably approved by the council Provided that the council shall be deemed to have approved of such area if they do not signify their disapproval within twenty-eight days after the service of such notice;

(2) Any difference which shall arise between the Company and the council under this section shall be determined by an arbitrator to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Warsop Urban District Council.

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

(1) In constructing the Welbeck Colliery Branch by this Act authorised (in this section called "the railway") the Company shall construct the bridge for carrying the Mansfield and Worksop main road numbered on the deposited plans 22 in the urban district of Warsop (in this section called "the district") over the railway with a width between the parapets or fences thereof of at least fifty feet measured on the

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square with the road and the roadway of such bridge and of the approaches thereto shall be made up to the same width as the present roadway metalled surfaced drained and channelled to the reasonable satisfaction of the council:

(2) In constructing the railway the Company shall construct the bridge for carrying the railway over Langwith Lane numbered on the deposited plans 12 in the district as a skew bridge with a clear headway throughout above the surface of the said road of not less than fifteen feet and a clear span of not less than thirty feet measured on the square with the road:

(3) The Company shall carry the footpath from William Wood Lane Warsop Vale to Langwith on the land numbered on the deposited plans 5 in the district over the railway by means of a bridge with a width between the parapets or fences thereof of at least six feet measured on the square with the footpath:

(4) The Company shall carry the footpath from Spring Lane Warsop Vale to Nether Langwith which crosses the said line of the railway at the point marked 1 mile 1 furlong on the deposited plans in the lands numbered on the said plans 11 in the district under the railway by means of a subway not less than six feet in width and eight feet in height:

(5) The Company shall divert the bridle road from Rhein O'Thornes to Langwith Road along the said lands numbered 11 to the south side of the railway and parallel with it such bridle road as diverted to be of a width of not less than eight feet between the fences for the whole length of the said diversion:

(6) The bridge and subway referred to in sub-sections (2) and (4) respectively of this section shall be constructed and maintained so far as reasonably practicable so as to prevent the dripping of water therefrom on any part of the road and footpath under such bridge and subway respectively:

(7) The Company shall give to the council twenty-eight days' previous notice in writing of their intention to commence the construction of every such bridge and subway by leaving such notice at the office of the council with plans sections and specifications of the works and if the Council fail to signify their approval or their disapproval within twenty-eight days after service of such notice and delivery of the said plans sections and specifications as aforesaid the council shall be deemed to have approved the same If the council shall signify their disapproval of the said plans sections or specifications within the said period of twenty-eight days and the Company and the council fail to agree with regard thereto the difference shall be referred to arbitration as hereinafter provided and the Company shall not commence to execute the construction of any such bridge or subway until the plans sections and specifications thereof have been approved by the council or such difference has been determined in accordance with this section :

(8) The said bridges and subway shall be constructed in accordance with the plans sections and specifications thereof so approved by the council or in case of difference by the arbitrator hereinafter referred to and under the supervision (if given) and to the reasonable satisfaction of the council and the Company shall not in constructing the said bridges or subway over or under the said roads or footpaths unreasonably interrupt the traffic passing along the same and shall make good all damage or injury whatsoever which shall happen or arise to any of the said roads or footpaths by reason or in consequence of the construction of any of the said bridges or subway :

(9) The Company shall during the execution and until the completion of any such works as aforesaid make and carry into effect such arrangements for lighting and watching the same and any portion of any road or footpath interfered with or affected thereby as may be

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reasonably necessary to prevent danger or accident to persons and vehicles using the said road or footpaths:

(10) Any difference which shall arise between the Company and the council under this section shall be determined by an arbitrator to be appointed on the application of either party after notice to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Sheepbridge Coal and Iron Company Limited and Shirebrook Colliery Limited.

**9.** For the protection of the Sheepbridge Coal and Iron Company Limited and Shirebrook Colliery Limited (in this section called "the colliery companies") the following provisions shall except so far as may be otherwise agreed between the colliery companies and the Company apply and have effect (that is to say):—

(1) The colliery companies will at the expense of the Company carry the high-tension electric cable (in this section called "the cable") belonging to the colliery companies which crosses the Welbeck Colliery Branch by this Act authorised in the fields numbered on the deposited plans 2 4 and 5 in the urban district of Warsop over the said branch:

(2) The colliery companies shall carry out all such works as may be necessary to carry the cable over the said railway (including the provision of a new site for any existing pole or poles which may have to be removed and the erecting of the same) within a reasonable time of the receipt of notice in writing from the engineer of the Company requiring the colliery companies to commence the said works:

(3) The Company shall not except with the consent of the colliery companies and the colliery companies shall not except with the consent of the Company (which consent shall not be unreasonably withheld) execute or do any act or work under the provisions of this section which will interrupt the supply of electricity by the cable:

(4) The Company shall pay to the colliery companies the whole of the costs and expenses reasonably incurred by the colliery companies in carrying out the said works including any loss or damage incurred by the colliery companies while such works are being carried out and in consequence thereof:

(5) If any difference shall arise between the Company and the colliery companies or their respective engineers touching this section such difference shall be determined by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply thereto.

Authorising acquisition of part of Rufford Colliery Railway.

**10.** The Company may acquire by agreement the railway next hereinafter mentioned and the sidings and works connected therewith and the said railway shall be deemed to have been lawfully constructed and the Company may acquire by agreement use and hold any lands required for the purposes of the said railway.

The railway referred to in this section is a railway 6 furlongs 5 chains in length wholly in the parish of Rufford Liberty in the rural district of Southwell in the county of Nottingham and being so much of the Rufford Colliery Railway as lies between the comencemment of the Clipstone Colliery Branch No. 1 authorised by section 5 of the Act of 1925 and the Mansfield and Southwell Railway of the Company.

Rates and charges.

**11.** The railway and the railway of which the acquisition is by this Act authorised shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company.

Period for completion of railway.

**12.** If the railway is not completed within 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 railway or otherwise in relation thereto shall cease except as to so much thereof as is then completed.

Imposing penalty unless railway opened.

**13.** If the Company fail within the period limited by this Act to complete the railway and open the same for public traffic they shall be liable to a penalty of fifty pounds a day for every day after the expiration of the

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period so limited until the railway is completed and opened for public traffic or until the sum received in respect of such penalty amounts to five per centum on the estimated cost of the railway.

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

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

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

Application of penalty.

**14.** Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railway or any portion thereof or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred by this Act for the purposes of the railway 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 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 deviate in construction of railway and works.

**15.** In constructing the railway and works by this Act authorised the Company may deviate from the lines of the said railway and works shown on the deposited plans thereof to the extent of the limits of deviation marked thereon and may deviate from the levels of the railway 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.

Underpinning of houses near works.

**16.** 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 such works by this Act authorised it may be necessary to underpin or otherwise strengthen the same Therefore the Company at their own costs and charges may and if required by the owners or lessees of any such house or building shall subject as hereinafter provided underpin or otherwise strengthen the same and the following provisions shall have effect (that is to say) :—

(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:

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(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 or dispute 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 loss or damage which may result to them by reason of the exercise of the powers granted by this section :

(6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of the requirements of and in the mode prescribed by the arbitrator 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 section contained nor any dealing with any property in pursuance of this section 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 section 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.

Repair of roads where level not permanently altered.

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

**18.** Where this Act authorises the diversion of a footpath or the making of a new footpath and the stopping up of an existing footpath or portion thereof such stopping up shall not take place until such new 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 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 footpath is situate seven days' notice in writing of their intention to apply for the same.

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

**19.** 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.

Power to make agreements with road authorities &c.

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

or other structure of any bridge over or under the railway and any expenses incurred by a local authority under and for any of the purposes of this section shall be deemed to be expenses under and for the purposes of the Public Health Act 1875.

As to private rights of way over lands taken compulsorily.

**21.** 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.

**22.** 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 river canal navigation watercourse drain dyke or sewer or any works connected therewith or any part thereof respectively which may be crossed or interfered with in constructing any of the works authorised by this Act but may acquire such easements and rights in over or under any such railway river canal navigation watercourse drain dyke or sewer or works connected therewith as they may require for making maintaining working and using any such work 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.

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

**23.** 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 property 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 property without material detriment thereto Therefore the following provisions shall have effect :—

(1) The owner of and persons interested in the property whereof the whole or part is described

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in the 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 property is in this section referred to as "the scheduled property":

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

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

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

compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

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

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

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

A.D. 1926. 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.

Period for compulsory purchase of lands.

**24.** 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-nine.

Power to certain owners to grant easements &c.

**25.** 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.

**26.** 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.

**27.** The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the

Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this 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.

**28.** 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-five 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.

As to private street expenses in certain cases.

**29.**—(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

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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.

Amendment of section 15 of Act of 1925.

**30.** Section 15 of the Act of 1925 shall be amended and have effect as if for the words "the conveyance of passengers" in the first paragraph thereof there was substituted the word "traffic."

Company may apply corporate funds.

**31.** The Company may apply for or towards all or any of the purposes of this Act and for or towards the general purposes of their undertaking being in each case purposes to which capital is properly applicable any

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.

Provision as to votes in respect of shares or stocks held jointly.

**32.** For the purpose of better ascertaining the number of votes to which proprietors of stocks or shares of the Company are entitled the Company may if they think fit require that in the case of stocks or shares to which several persons are jointly entitled whether beneficially or as trustees or otherwise all the stocks or shares to which such persons are so entitled shall be registered in the same name or names and in the same order of names and the Company may refuse to register the holders of any stocks or shares in cases to which this section applies otherwise than in accordance with this section.

Where at the time of the passing of this Act any persons are registered otherwise than as aforesaid the Company may apply to the High Court in a summary way or in such manner as may be directed by any rules of court for leave to amend the register in accordance with this section and the court after such notices inquiry or hearing as it thinks just may give leave accordingly subject to such conditions (if any) and on such terms as to costs as the court thinks just.

Any person aggrieved by any requirement or refusal of the Company under this section may in like manner apply to the court and the court may make such order on such terms as to costs or otherwise as the court thinks just.

Expressions in this section have the same meanings as in the Companies Clauses Consolidation Act 1845.

Transmission &c. of debenture stock.

**33.** Sections 18 19 and 20 of the Companies Clauses Consolidation Act 1845 shall be deemed and construed to include and apply to the debenture stock of the Company and the interest thereon as fully and effectually as if debenture stock had been expressly named therein.

Recovery of demands.

**34.** Proceedings for the recovery of any demand made under the authority of this Act or any incorporated enactments whether provision is or is not made for the recovery in any specified court or manner may be taken

A.D. 1926. 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.

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

Costs of Act.

**36.** 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 SCHEDULE referred to in the foregoing Act.

## PROPERTY OF WHICH A PORTION ONLY MAY BE TAKEN COMPULSORILY.

| Area. | No. on Deposited Plans. | Description of Property in Book of Reference. |
|---|---|---|
| | WELBECK COLLIERY BRANCH. | |
| Parish of Cuckney - - | 4 | Colliery and works. |

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