CHAPTER xliv.

An Act to empower the London Midland and Scottish Railway Company to construct a railway and to acquire lands to extend the time for the compulsory purchase of certain lands and for the completion of certain works and for other purposes. [2nd July 1928.]

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WHEREAS it is expedient that the London Midland and Scottish Railway Company (in this Act referred to as "the Company") should be empowered to construct and maintain the railway in this Act mentioned and to acquire the lands and to stop up the road level crossings in this Act described:

And whereas it is expedient that the period now limited for the purchase of certain lands by the South Yorkshire Joint Line Committee should be extended:

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

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes 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 railway and works by this Act authorised and plans of the lands which may be taken under the

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powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the peace for the several counties within which the said railway and works will be constructed and the said lands are situate which plans sections and book of reference are in this Act respectively referred to as the deposited plans sections and book of reference:

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 1928.

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 railway" means the railway by this Act authorised;

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

Incorporation of general Acts.

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

The Lands Clauses Acts:

Provided that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensa-

tion under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party;

The Railways Clauses Consolidation Act 1845; and

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

Protection of gas and water mains of local authorities.

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

Power to Company to construct a railway.

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

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

In the county of Nottingham—

A railway (1 mile 2 furlongs 5 chains in length) to be called the "Farnsfield Curve" in the parishes of Farnsfield and Bilsthorpe in the rural district of Southwell commencing in the said parish of Farnsfield by a junction with the Mansfield and Southwell Railway

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of the Company at a point 6½ chains measured along that railway westward from Broomfield Lane and terminating in the said parish of Bilsthorpe by a junction with Railway No. 3 authorised by the Mid-Nottinghamshire Joint Railways Act 1926 in field No. 23 on the $\frac{1}{2500}$ Ordnance map of Nottinghamshire sheet No. XXIX.–1 (edition 1900) at a point 4 chains east of the western boundary of that field and ½ chain south of Forest Lane.

For protection of Nottinghamshire County Council.

6. Notwithstanding anything contained in this Act or the Acts incorporated herewith or shown on the deposited plans and sections the following provisions for the protection and benefit of the county council of the administrative county of Nottingham (in this section referred to as "the county council") shall unless otherwise agreed in writing between the county council and the Company apply and have effect (that is to say):—

(1) The Company shall carry the Hockerton Kirklington and Rainworth main road over the railway in the parish of Bilsthorpe by means of a bridge of a width between the parapets or fences thereof of not less than forty feet measured on the square with the road and shall not alter the existing gradients of the said road:

(2) The roadway of the said bridge and the approaches to such bridge shall be made up metalled surfaced and drained to the reasonable satisfaction of the county council:

(3) The Company shall give to the county council twenty-eight days' previous notice in writing of their intention to commence the construction of the said bridge by leaving such notice at the office of the county council with plans sections and specifications of the works and if the county council fail to signify their approval or their disapproval within twenty-eight days after the service of such notice and delivery of the said plans sections and specifications as aforesaid the county council shall be deemed to have approved the same If the county 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

county 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 the said bridge until the plans sections and specifications thereof have been approved by the county council or such difference has been determined in accordance with this section:

(4) The said bridge shall be constructed in accordance with the plans sections and specifications thereof so approved by the county 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 county council and the Company shall not in constructing the said bridge unreasonably interrupt the traffic passing along the said road and shall make good all damage or injury whatsoever which shall happen or arise to the said road by reason or in consequence of the construction of the said bridge:

(5) 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 the said road interfered with or affected thereby as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said road:

(6) If at any time hereafter the county council pursuant to a scheme under the Town Planning Act 1925 or any Act amending the same shall determine to widen the said road where it passes over the railway the Company shall convey and transfer to the county council without any payment therefor any land not required for railway purposes belonging to the Company and (where it is not possible to convey the land) shall grant without any payment therefor such easements as may be required for such widening and shall afford to the county council all reasonable facilities to enable such widening to be carried out Provided always that the facilities by this subsection granted to

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the county council are granted subject to full and proper protection being afforded by the county council for the railway and the traffic thereon against any damage or loss which may arise by reason of the construction of the aforesaid widening or the user of any such widening the construction of which may have been defective or of insufficient strength for the traffic properly using the same:

(7) Any difference which shall arise between the Company and the county 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 Southwell Rural District Council.

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

(1) If the council shall at any time require to construct or lay under or across any portion of the Farnsfield Curve including any bridge carrying any road thereover any sewer drain or pipe in connection with the sewage drainage water supply or other public works of their district the Company shall afford the council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any way-leave in respect thereof and the council shall at their own expense carry out such works as far as the same may be under over or across the railway or any bridge carrying any road thereover under the supervision and to the reasonable satisfaction of the engineer of the Company and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the Company but the existence of any such sewer drain or pipe shall not be

deemed or claimed to prevent the full use and development of the property of the Company Provided that if the Company so elect they shall be at liberty at the expense of the council to carry out themselves the said works so far as they affect the property of the Company:

(2) If any difference shall arise between the council and the Company or either of them under this section the same shall be referred to and determined by an engineer to be appointed in default of agreement 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.

Rates and charges.

8. The railway 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.

9. If the railway is not completed within the period expiring on the first day of October one thousand nine hundred and thirty-three then on the expiration of that period the powers by this Act granted to the Company for making and completing the said railway or otherwise in relation thereto shall cease except as to so much thereof as shall then be completed.

Imposing penalty unless railway opened.

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

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

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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.

11. 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 in respect of which such 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 by this Act for the purposes of such railway and for which injury or loss no compensation or inadequate compensation has been paid and shall be distributed in satisfaction 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.

Repair of roads where level not

12. 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 :

permanently altered.

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

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

Stopping up roads and footpaths in case of diversion.

14. 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

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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.

15. 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 deviate in construction of railway.

16. In constructing the railway by this Act authorised the Company may deviate from the lines of the said railway 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.

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Power to Company to acquire lands.

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

In the county of Derby—

Lands wholly in the parish of Shirebrook in the rural district of Blackwell on the east side of and adjoining the Mansfield and Worksop Railway of the Company and extending between a point 2 chains north of the river Meden and the southern boundary of Wood Lane leading from Pleasley to Church Warsop and in connection therewith to divert the footpath from Littlewood to Warsop Park Farm between the point in that footpath 2 chains east of the said Mansfield and Worksop Railway measured along the existing footpath and the point where that footpath meets the eastern boundary of the field No. 32 on the $\frac{1}{2500}$ Ordnance map of Derbyshire sheet No. XXXI.-4 (edition 1916) :

In the county of Lancaster—

Lands wholly in the county borough of Blackpool on the north-west side of and adjoining the Poulton and Blackpool Railway of the Company extending between the points 130 and 470 yards respectively south-west of Bispham Road :

Lands in the county borough of Blackpool and parish of Carleton in the rural district of Fylde on the north-west side of and adjoining the Company's said railway extending between the points measured along the Company's boundary 192 and 866 yards respectively in a north-easterly direction from Bispham Road :

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In the county of Warwick—

Lands in the city and county borough of Birmingham—

(*a*) Lying on the south-west side of New Street Erdington and having a frontage thereto of 140 feet and adjoining the east side of the Erdington goods yard of the Company;

(*b*) Adjoining the said goods yard and lying between the same and a line parallel to New Street South and distant 32 yards therefrom.

For protection of Fylde Water Board.

18. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection of the Fylde Water Board (in this section referred to as "the board") shall have effect (that is to say):—

(1) The execution of any works on the lands acquired under the powers of this Act in the county borough of Blackpool and parish of Carleton in the rural district of Fylde (hereinafter called "the said works") within a distance of three yards from or which may involve the construction of any works over or interference with any aqueduct conduit main pipe valve air-valve hydrant stopcock stopcock-box meter meter-box or appliances belonging to the board (all of which before-mentioned matters and things are collectively and/or separately referred to hereafter as "the apparatus") shall be done under the superintendence and to the reasonable satisfaction of the engineer for the time being of the board (hereinafter called "the said engineer") in accordance with plans sections and specifications previously submitted for the approval of the said engineer Provided that in the event of the said engineer neglecting or refusing to approve the said plans sections and specifications within twenty-one days or in the case of any difference between the said engineer and the principal engineer of the Company the same shall be settled and determined by an arbitrator as hereinafter provided and such

works shall be carried into effect in accordance with such approved plans or as settled and determined by the arbitrator Provided that if the said engineer shall fail to superintend at the time specified in a notice to be given by the Company to the board of their intention to commence the said works (such time being not less than twenty-one days from the giving of the notice) such works may be executed without his superintendence :

(2) The said works shall be executed by and in all things at the expense of the Company and in such manner as not to cause any injury to the apparatus or other property of the board or interruption to their water supply and if any such injury or interruption shall arise the Company shall make compensation to the board in respect thereof :

(3) The board if they deem it necessary in order to maintain the supply of water during the construction of the said works may provide and lay any substituted or temporary apparatus (a plan whereof shall be previously sent to the Company) and the Company shall on demand pay to the board the reasonable cost thereof as certified by the said engineer :

(4) The Company shall at all times maintain all the said works matters and things shown upon the plan hereinbefore referred to in substantial repair and good order to the reasonable satisfaction in all respects of the said engineer and if and whenever the Company fail to do so the board after due notice to the Company (except in cases of emergency when such notice shall not be necessary) may make and do in upon or under the lands and works of the Company (including the said culvert) as well as on or in connection with their own works all such works repairs and things as may be requisite and the reasonable amount of such expenditure as certified by the said engineer shall be repaid to the board by the Company And it is hereby declared that the Company shall at all times afford access to the said engineer or any duly authorised officer

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servant or workman of the board for the purposes of inspecting the apparatus of the board and the said culvert or other the before-mentioned works matters or things:

(5) Notwithstanding anything in this Act contained or the approval of the said plans sections and specifications by the said engineer or any superintendence as aforesaid by the said engineer the Company shall be responsible for and make good to the board all costs losses damages or expenses which may be occasioned to them or to any of their apparatus or property or to their water supply or otherwise by reason or in consequence of the execution or failure of the said works or any or either of them or by any act or omission of the Company or of any persons in their employment or their contractors agents or others and the Company shall effectually indemnify and hold harmless the board from all claims and demands upon or against them by reason of such execution or failure and of such act or omission:

(6) If any difference shall arise between the board and the Company or their respective engineers under this section such difference shall be referred to and determined by an engineer failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of either party and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference:

(7) The provisions of this section shall be in addition to the protection afforded by section 4 of this Act (the marginal note of which is "Protection of gas and water mains of local authorities") and in case of any conflict between such respective provisions the provisions of this section shall prevail.

Period for compulsory purchase of lands.

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

As to private rights of

20. 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.

way over lands taken compulsorily.

21. The Company may subject to the provisions of this Act stop up and discontinue in the county of Northampton borough of Brackley so much of the following road level-crossings of the Brackley and Banbury railway of the Company as lies between the Company's fences (that is to say) :—

Stopping up level-crossings.

(*a*) Level-crossing of the road between the Brackley and Banbury main road and the village of Halse (Steane Crossing);

(*b*) Level-crossing of the road between Farthinghoe and the village of Halse (Farthinghoe Crossing).

22. 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) :—

Underpinning of houses near railways.

(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

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necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference:

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building:

(5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section:

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

Power to acquire easements compulsorily in certain cases.

23. Notwithstanding anything contained in this Act or in any Act wholly or partly incorporated herewith the Company shall not be required to purchase any railway or 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.

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

24. 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 the property hereinafter mentioned 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 numbered 4 in the county borough of Blackpool on the deposited plans of additional lands at Blackpool and described in the book of reference as "rough land" and whereof a portion only is required for the purposes of the Company are in this section included in the

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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 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.

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Power to certain owners to grant easements.

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 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-seven if in the opinion of the tribunal the improvement alteration or building in respect of which the claim is made was made or erected with a view to obtaining or increasing compensation nor in the case of any estate or interest in the lands created after the said date which in the opinion of the tribunal was created with a view to obtaining or increasing compensation shall any sum of money be awarded so as to increase the total amount of compensation which would otherwise have been required to be paid in respect of the acquisition by the Company of such lands.

Power to make agreements with local authorities &c.

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

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of the Public Health Act 1875 and any expenses incurred by a county council under this section for a purpose to which capital is properly applicable shall be deemed to be and be defrayed as expenses incurred by the county council in exercise of their powers as a highway authority and the enactments relating to such expenses including the provisions thereof as to borrowing shall apply accordingly.

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.

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

Application of certain sections of London Midland and Scottish Railway Act 1924.

31. The provisions of section 44 (Power to lease &c. land) and of section 54 (Powers as to building on or over lands) of the London Midland and Scottish Railway Act 1924 shall extend and apply to any lands or premises acquired or held or which may hereafter be acquired or held by the Company under the powers of this Act.

Extension of time for compulsory purchase of lands.

32.—(1) The periods now limited by the London and North Eastern Railway Act 1925 for the compulsory purchase by the South Yorkshire Joint Line Committee of lands required for the purposes of or in connection with Railways Nos. 3 and 4 at Loversall and Rossington authorised to be acquired by the North Eastern Railway Act 1913 are hereby extended until the first day of October one thousand nine hundred and thirty-one but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised Provided that the said Act of 1913 shall be read and construed as if it had been provided therein that a space of not less than seventy feet should intervene between the bank of the river Torne nearest to the said Railway No. 3 and the nearest rail of that railway.

(2) The South Yorkshire Joint Line Committee shall for the purposes of section 39 of the West Riding of Yorkshire County Council (Drainage) Act 1923 be deemed to be a railway company named in the First Schedule to the Railways Act 1921.

Extension of time for completion of works.

33. The periods now limited by the Acts mentioned in the first column of the next following table for the completion of the works described in the second column of that table and authorised by the Acts respectively mentioned in the third column of that table are hereby extended until the first day of October one thousand nine hundred and thirty-three and the said Acts shall be read and construed as if the period limited by this section for the completion of the works had been the period limited by the said Acts for the completion thereof respectively and as if it had been provided therein that a space of not less than seventy feet should intervene between the bank of the Hatfield waste drain nearest

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to the Hatfield Moor Further Extension Railway and the nearest rail of that railway :—

Act limiting time for completion of Railways and Works.	Work.	Act by which Works authorised.
London Midland and Scottish Railway Act 1924.	Railway No. 2 -	Axholme Joint Railway (Hatfield Moor Extension Light Railway) Order 1905.
London Midland and Scottish Railway Act 1924.	Hatfield Moor Further Extension Railway.	Lancashire and Yorkshire and North Eastern Railways Act 1909.
London and North Eastern Railway Act 1924.	Railways Nos. 1 and 2 at Toxteth Park.	Cheshire Lines Act 1903.

For protection of county council of west riding of Yorkshire.

34. For the protection of the county council of the west riding of Yorkshire (in this section referred to as "the county council") the following provisions shall unless otherwise agreed in writing have effect with regard to the railways Number 3 and Number 4 authorised by the North Eastern Railway Act 1913 to be constructed in the parishes of Loversall and Rossington and the railway to be called the Hatfield Moor Further Extension Railway authorised by the Lancashire and Yorkshire and North Eastern Railways Act 1909 to be constructed in the parishes of Hatfield Armthorpe and Cantley (which railways are in this section respectively referred to as "the railway") :—

(1) The South Yorkshire Joint Line Committee or the Company jointly with the London and North Eastern Railway Company (which committee and companies are in this section respectively referred to as "the railway company") as the case may be shall construct and thereafter maintain at their own expense all such culverts arches or other works as may be reasonably necessary for carrying any river drain or watercourse under or alongside the railway or any work connected therewith The said works shall be constructed in accordance with plans sections and particulars previously submitted to and reasonably approved by the county council or other the drainage authority having

for the time being jurisdiction over any such river drain or watercourse (in this section referred to as "the drainage authority") and to their reasonable satisfaction and under their superintendence if after reasonable notice from the railway company they shall choose to be represented by their drainage officer or engineer or other representative The said works shall be so constructed as to provide for the free and uninterrupted passage at all times through and along the said culverts arches or other works of the water flowing to or along any such river drain or watercourse:

(2) Any difference arising with reference to the provisions aforesaid between the railway company on the one hand and the county council or the drainage authority on the other hand shall be referred to and determined by an arbitrator to be appointed on the application of either party (after notice in writing to the other of them) by the President for the time being of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

Company may apply corporate funds.

35. The Company may appropriate and apply to all or any of the purposes of this Act and of any Act passed in the Session of 1928 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 of the moneys which they have raised or are authorised to raise and which are not required for the purposes to which they are made specially applicable.

Recovery of demands.

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

37. Nothing in this Act contained shall exempt the Company or any other company or committee upon

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railway Acts.

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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