CHAPTER xlix.

An Act to empower the London Midland and Scottish Railway Company to construct works and to acquire lands and for other purposes. A.D. 1931.

[8th July 1931.]

WHEREAS it is expedient that the London Midland and Scottish Railway Company (in this Act referred to as "the Company") should be empowered to construct the dock railway and other works by this Act authorised and to acquire certain lands in this Act described:

And whereas it is expedient that the sums which the Company may raise by borrowing on mortgage of their undertaking and by the creation and issue of debenture stock should be increased as by this Act provided and that the Company should be empowered to apply their funds to the purposes of this Act and to the general purposes of their undertaking and that the other powers in this Act mentioned should be conferred:

And whereas plans and sections showing the lines and levels of the dock railway and works by this Act authorised and plans of the lands which may be taken under the powers of this Act and a book of reference to those plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were duly deposited with the clerks of the county councils and town clerks of the several counties and county boroughs respectively within which the said dock railway and works will be constructed and the said

[*Price* 1*s.* 6*d. Net.*]

A.D. 1931.

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 1931.

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 dock works" means the dock jetty training bank and the works in connection therewith by this Act authorised;

"the railway" means the railway by this Act authorised;

all distances and lengths stated in any description of dock railway 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 Acts so far as the same are applicable for the purposes and are not inconsistent with the provisions of this Act are incorporated with and form part of this Act (that is to say) :—

The Lands Clauses Acts :

Provided that notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two

justices) shall be determined by a single arbitrator to be agreed upon 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 Harbours Docks and Piers Clauses Act 1847 (except sections 16 to 19 of that Act unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and a tide and weather gauge):

Provided that the following expressions used in the Harbours Docks and Piers Clauses Act 1847 shall have the following respective meanings (that is to say):—

The expressions "packet boat" and "Post Office packet" mean respectively a vessel employed by or under the Post Office or the Admiralty for the conveyance under contract of postal packets as defined by the Post Office Act 1908 and the expression "Post Office bag of letters" means a mail bag as defined by the same Act:

Provided further that nothing in the Harbours Docks and Piers Clauses Act 1847 or in this Act shall extend to exempt from rates or duties any such vessel as aforesaid if she also conveys passengers or goods for hire:

Provided further that the expression "vessel" in section 28 of the Harbours Docks and Piers Clauses Act 1847 shall include any seaplane aeroplane hydroplane or other aircraft belonging to or employed in the service of His Majesty;

The Railways Clauses Consolidation Act 1845;

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

Part III (relating to debenture stock) of the Companies Clauses Act 1863 as amended by subsequent Acts and as incorporated with and varied by the North Western Midland and West Scottish Group Amalgamation Scheme 1923.

A.D. 1931.

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 make dock works.

5. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the works hereinafter described with all necessary and convenient bridges rails sluices drains culverts walls approaches embankments roads buildings yards shipping places wharves piers depots warehouses sheds watchhouses jetties groynes stairs landing places stages quays gates entrances locks slips cranes dolphins buoys moorings pontoons booms sewers manholes pumping stations and other works appliances and conveniences connected therewith and may enter upon take and use such of the lands delineated upon 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 and may use for any of such purposes any of the lands which have already been acquired by the Company (that is to say) :—

In the county of Lancaster—

Wholly in the urban district of Fleetwood—

Work No. 1 A dock and lock entrance from the river Wyre commencing at the entrance to the Wyre Dock of the Company and situate between that entrance the quay and quay wall on the south and east sides of the railway of the Company between Wyre Dock station and Fleetwood station and the line of the training bank (Work No. 3) hereinafter mentioned and terminating at a point four hundred and eighty-three yards measured in a north-easterly direction from the entrance to the said

Wyre Dock and thirty-four yards measured in an easterly direction from the quay wall aforesaid;

Work No. 2 A jetty commencing at a point ten yards south-east of the point of termination of the said Work No. 1 and extending for a distance of one hundred and ten yards in a north-easterly direction;

Work No. 3 A training bank commencing at a point on the bank of the river Wyre on the east side of the said Wyre Dock four hundred and forty yards from the south end of the jetty on the east side of the entrance to that dock and terminating on Work No. 2 at a point eighteen yards south-east of the termination of Work No. 1.

Stopping up rights of way at Fleetwood.

6.—(1) When the Company commence the construction of the dock works or any part thereof they may stop up all public rights of way conferred by the proviso (relating to the construction and maintenance of a footbridge and to the use thereof as a public footway between Dock Street in Fleetwood and the river Wyre) to section 23 of the Lancashire and Yorkshire Railway Act 1878 and by section 32 (2) of the Lancashire and Yorkshire Railway Act 1907 and all such rights of way shall thereupon be extinguished and the Company shall be relieved from their obligation to maintain and keep open the said footbridge.

(2) Such stopping up shall not take place until the Fleetwood Urban District Council by their clerk or in case of difference between the Company and the Fleetwood Urban District Council two justices shall have certified that the Company shall have commenced such construction.

Reclamation of lands.

7. Subject to the provisions of this Act the Company may by means of Work No. 3 by this Act authorised enclose and reclaim from the river Wyre such part of the bed foreshore and banks thereof as is situate on the landward side of the said work.

Power to dredge.

8. Subject to the provisions of this Act the Company for the purpose of constructing and maintaining the dock works and providing access thereto respectively may

A.D. 1931.

deepen dredge scour cleanse alter and improve the bed shores and channel of the river Wyre and may use and appropriate the soil and material so dredged or removed Provided that any materials so dredged or removed if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade.

Power to alter watercourses pipes &c.

9. Subject to the provisions of this Act the Company may cross divert alter or stop up any creeks streams watercourses roads ways footpaths sewers drains culverts pipes mains wires and cables which it may be necessary to cross divert alter stop up or interfere with in connection with the construction or maintenance of the dock works:

Provided that the Company shall not divert alter or otherwise interfere with any telegraphic line belonging to or used by the Postmaster-General except under and subject to the provisions of the Telegraph Act 1878.

Power to impound water from river Wyre.

10. The Company may from time to time take divert and impound water from the tidal estuary of the river Wyre for the purposes of the dock by this Act authorised.

Extension of limits of dock master's jurisdiction.

11. The limits within which the powers of any dock master or other official appointed by the Company may be exercised shall include the dock works and all lands acquired or held by the Company in connection therewith.

For protection of United Alkali Company Limited.

12. For the protection of the United Alkali Company Limited and their successors and assigns or other the owners for the time being (all of whom are in this section included in the expression "the owners") of the lands works jetty and sea-water reservoir on the western bank of the river Wyre in the county of Lancaster known as the Fleetwood Ammonia Soda Works and the Burn Naze Salt Works the following provisions shall apply and have effect unless otherwise agreed in writing between the Company and the owners (that is to say):—

(1) In this section the said lands works jetty and seawater reservoir mean the lands works jetty and reservoir of the owners as existing at the passing of this Act:

(2) If during the construction or within twenty years after the completion of the dock works or any of them the channel of the river Wyre be interfered with to any extent which will prejudicially affect the passage of vessels to and from the said lands and works and jetty or the free passage of water at high tide to the said sea-water reservoir as heretofore enjoyed and the owners shall prove that such interference is wholly or partly attributable to the construction of any of the dock works the Company shall at their own expense carry out such works or operations as may be necessary to restore in a condition as convenient in all respects to the owners as that existing prior to the commencement of the construction of the dock works or any of them the course and depth of the said channel or of an alternative channel and also the free passage of water at high tide to the said reservoir Provided that no claim shall be made under this section unless notice in writing thereof shall forthwith have been given by the owners to the Company after the interference in relation to which any claim is made shall have come to the knowledge of the owners In the event of such interference being found to be only partly attributable to the works of the Company the owners shall repay to the Company such proportion of the cost of carrying out such works or operations as may be agreed or as failing agreement shall be determined by arbitration :

(3) In the event of interference during the period aforesaid with the traffic of the owners being found to be wholly or partly attributable to the works of the Company the Company shall pay to the owners the additional expense reasonably incurred by them in connection with the provision of substituted transport arrangements for their traffic (which the Company shall be entitled if they so elect to provide) pending the completion of the works or operations in subsection (2) hereof mentioned or such proportion of such additional expense as shall be attributable to the works of the Company :

A.D. 1931.

(4) Any difference which shall arise between the Company and the owners under this section shall be referred to and determined by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such determination.

Rates at dock works.

13. For the purpose of demanding and recovering rates rents and dues and (subject to the provisions of this Act) for all other purposes the dock works shall be deemed part of the dock undertaking which the Lancashire and Yorkshire Railway Company were authorised to construct under the powers transferred to and vested in that company by the Fleetwood Docks Act 1871.

Works below high-water mark to be subject to approval of Board of Trade.

14.—(1) Subject to the provisions of this Act any work authorised by this Act shall only be constructed so far as the same shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides in accordance with plans and sections approved by the Board of Trade under the hand of one of the secretaries or assistant secretaries of the Board of Trade and subject to such restrictions and regulations as the said Board may prescribe before such work is begun.

(2) Any alteration or extension of any such work shall be subject to the like approval.

(3) If any such work be commenced or completed contrary to the provisions of this section the Board of Trade may abate and remove the same and restore the site thereof to its former condition at the cost of the Company and the amount of such cost shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Survey of works by Board of Trade.

15. If at any time the Board of Trade deems it expedient for the purposes of this Act to order a survey and examination of any work constructed by the Company under the powers of this Act which shall be on under or over tidal waters or tidal lands below high-water mark of ordinary spring tides or of the site upon which it is proposed to construct any such work the

Company shall defray the expense of the survey and examination and the amount thereof shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or by the Board of Trade summarily as a civil debt.

Abatement of work abandoned or decayed.

16.—(1) Where any work constructed by the Company under the powers of this Act and situate wholly or partially on under or over the shore or bed of the sea or of any creek bay arm of the sea or navigable river communicating therewith below high-water mark of ordinary spring tides is abandoned or suffered to fall into decay the Board of Trade may by notice in writing either require the Company at their own expense to repair and restore such part of such work as is situate below high-water mark of ordinary spring tides or any portion thereof or require them to abate or remove the same and restore the site thereof to its former condition to such an extent and within such limits as the Board of Trade may think proper.

(2) Where any part of any such work which has been abandoned or suffered to fall into decay is situate above high-water mark of ordinary spring tides and is in such condition as to interfere or to cause reasonable apprehension that the same may interfere with the right of navigation or other public rights over the foreshore the Board of Trade may include any such part of such work or any portion thereof in any notice under this section.

(3) If during the period of thirty days from the date when the notice is served upon the Company they have failed to comply with such notice the Board of Trade may execute the works required to be done by the notice at the expense of the Company and the amount of such expense shall be a debt due from the Company to the Crown and shall be recoverable either as a debt due to the Crown or summarily as a civil debt.

Lights on works during construction.

17.—(1) The Company shall at or near such part of the dock works as shall be below high-water mark of ordinary spring tides during the whole time of the construction alteration or extension of the same exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Board of Trade shall from time to time require or approve.

A.D. 1931.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on a summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Permanent lights on works.

18.—(1) After the completion of the dock works the Company shall at the outer extremity of those works below high-water mark of ordinary spring tides exhibit and keep burning every night from sunset to sunrise such lights (if any) and take such other steps for the prevention of danger to navigation as the Corporation of Trinity House Deptford Strond shall from time to time direct.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding twenty pounds and in the case of a continuing offence to an additional penalty not exceeding two pounds for every day on which after conviction thereof they so fail.

Provision against danger to navigation.

19.—(1) In the case of injury to or destruction or decay of the dock works or any part thereof so far as the same shall be constructed on under or over any tidal waters or tidal lands below high-water mark of ordinary spring tides the Company shall lay down such buoys exhibit such lights or take such other means for preventing so far as may be danger to navigation as shall from time to time be directed by the Corporation of Trinity House Deptford Strond and shall apply to that corporation for directions as to the means to be taken.

(2) If the Company fail to comply in any respect with the provisions of this section they shall be liable on summary conviction to a penalty not exceeding ten pounds and in the case of a continuing offence to an additional penalty not exceeding one pound for every day during which they omit after conviction thereof so to apply or refuse or neglect to obey any direction given in reference to the means to be taken.

Period for completion of dock works.

20. If the dock and lock entrance (Work No. 1) and the jetty (Work No. 2) respectively are not completed within the period expiring on the first day of October one thousand nine hundred and thirty-six and if the training bank (Work No. 3) is not completed within the period expiring on the first day of October one

thousand nine hundred and thirty-eight then on the expiration of those periods respectively the powers by this Act granted for making and completing the same or otherwise in relation thereto shall cease except as to such of them or so much thereof respectively as shall then be completed. A.D. 1931.

Power to Company to construct railway and works.

21. 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 Stafford—

A railway (2 miles 2 furlongs 3 chains in length) in the parishes of Draycott-in-the-Moors and Cheadle in the rural district of Cheadle commencing in the said parish of Draycott-in-the-Moors by a junction with the Cheadle branch railway of the Company at a point 8 chains north of the centre of the bridge carrying the road from Longton to Tenford over the said railway and terminating in the said parish of Cheadle by a junction with the said Cheadle branch railway at a point 10·5 chains west of the west end of Cheadle station buildings.

For protection of Staffordshire County Council.

22. Notwithstanding anything shown upon the deposited plans and sections the following provisions shall apply and have effect for the protection of the county council of the administrative county of Stafford (in this section referred to as "the county council") except so far as the county council and the Company may otherwise agree :—

(1) The bridges over the roads numbered 7 and 14 on the deposited plans in the parish of Cheadle in the county of Stafford shall be constructed in the positions shown upon plans signed by Alexander

A.D. 1931.

Newlands on behalf of the Company and by Robert Stribley Murt the surveyor of the county council :

(2) The bridges to carry the railway over the said roads numbered 7 and 14 respectively on the deposited plans and the road works hereinafter mentioned shall be constructed in accordance with plans sections and specifications to be submitted to and reasonably approved by the surveyor to the county council and the Company shall not commence the works until the surveyor shall have signified his approval to the same Provided that if the said surveyor fail for a period of twenty-eight days after the submission to him of the said plans and sections to signify his disapproval thereof with the grounds of his disapproval he shall be deemed to have approved thereof Such bridges shall have a minimum span of twenty-five feet and thirty feet respectively measured square to the road and a minimum headway above the surface of such road of fifteen feet and sixteen feet six inches respectively :

(3) The bridges if of iron or steel construction shall be constructed so as to prevent water dripping on to the road so far as is reasonably practicable :

(4) If by reason of the execution of the works the drainage of the roads shall be interfered with the Company shall make proper provision for dealing with such drainage and shall also at their own cost make good any damage to the existing roads by reason or in consequence of the execution of the works aforesaid :

(5) All such works to be carried out by the Company as aforesaid shall be executed by them to the reasonable satisfaction of the surveyor of the county council :

(6) If in the execution of the works required for the construction of the bridges in this section mentioned or any of the works by this Act authorised it shall be necessary to interfere with any road such interference shall be so conducted that at all times during the progress of such works

all persons and vehicles may pass and repass along or over the said roads and without any unnecessary interruption and the county council shall give to the Company such facilities for and during the construction of the said works by permitting the temporary closing of portions of the said roads or the temporary diversion thereof as the Company may reasonably require but so as not to entirely close any such roads against traffic :

(7) The Company shall during the progress and until the completion of the works hereinbefore mentioned make and carry into effect such arrangements for lighting and watching the portion of the roads interfered with and also the works themselves as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads and if damage or injury shall result from the failure of the Company to make and carry into effect such arrangements or by reason of any of the operations of the Company affecting the said roads the Company shall be liable for such damage or injury and the same may be recovered by the county council from the Company :

(8) Where the surface of any road shall be interfered with in or about the construction of the works aforesaid the same shall be completely restored by the Company to the reasonable satisfaction of the surveyor to the county council within three months after the completion of the works :

(9) If the county council shall at any time after the construction of the bridges on roads numbered 7 and 14 desire to widen alter or extend these roads or any of the works or conveniences connected therewith the Company shall give to the county council such reasonable facilities for the execution of such widening alteration or extension as may be necessary in the circumstances :

(10) If any difference shall arise between the Company and the county council with respect to the matters aforesaid that difference shall

A.D. 1931.

unless otherwise agreed be settled by an arbitrator to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid in accordance with the provisions of the Arbitration Act 1889.

Rates and charges.

23. 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.

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

Imposing penalty unless railway opened.

25. 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 to an account opened or to be opened in the name of the Accountant-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.

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

27. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels so shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take and use the lands delineated upon the deposited plans and described in the deposited book of reference relating thereto (that is to say) :—

In the county of Chester—

A raising of the footbridge over the Wirral railway of the Company at the east end of Bidston station

A.D. 1931.

partly in the county borough of Birkenhead and partly in the county borough of Wallasey commencing at the Company's boundary on the south side of the said railway in the county borough of Birkenhead and terminating at a point in the county borough of Wallasey on the north side of the said railway forty yards from the said boundary;

A raising of the footbridge over the said Wirral railway at the south end of Hoylake station in the urban district of Hoylake and West Kirby commencing at a point on the north-west side of the said railway twenty yards from the centre thereof and terminating at a point on the south-east side of the said railway twenty yards from that centre.

In the county of Lancaster—

An archway over Mount Street wholly in the city and county borough of Manchester fifty-seven yards north of the south side of Windmill Street measured down the middle of Mount Street;

A subway under the said Mount Street thirty-nine yards north of the south side of the said Windmill Street measured down the middle of Mount Street.

Power to stop up certain footpath.

28. The Company may subject to the provisions of this Act stop up and discontinue as a public footpath in the city and county borough of Bristol in the county of Gloucester so much of the footpath leading from Thicket Avenue to Lewington Road and crossing the Birmingham to Gloucester railway of the Company as lies between the Company's fences.

Power to deviate in construction of works.

29. In constructing the works by this Act authorised the Company may deviate laterally from the lines of any of the said 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 dock works shown on the deposited sections thereof to any extent not exceeding ten feet upwards or downwards and may deviate from the levels of the railway shown on the deposited sections thereof 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 thereof to any extent not exceeding five feet upwards or downwards Provided that no deviation either lateral or vertical below high-water mark shall be made without the consent in writing of the Board of Trade.

Under-pinning of houses near railway and works.

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

(1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :

(2) Each such notice if given by the Company shall be served in manner prescribed by Section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :

(3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :

(4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter

A.D. 1931.

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.

A.D. 1931.

Power to divert and stop up footpaths.

31. Subject to the provisions of this Act the Company may divert the footpaths referred to in the following table in the manner shown upon the deposited plans and sections and may stop up and cause to be discontinued as a footpath so much of any existing footpath as will be rendered unnecessary by the new portion of footpath so shown on the said plans (that is to say) :—

Work.	Area.	No. of footpath on plan.
The railway - -	Parish of Cheadle - -	4
	ditto - -	5
	ditto - -	19
	ditto - -	23

Power to Company to acquire lands.

32. 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 Chester—

Lands wholly in the county borough of Birkenhead on the south side of and adjoining the engine sheds and sidings of the London and North Eastern Railway Company and of the Company extending from a point on the Company's boundary forty-seven yards west of the west side of Wallasey Bridge Road for a distance of five hundred and seventy yards measured west from that point;

Lands wholly in the county borough of Wallasey on the north-west side of and adjoining the Wirral railway of the Company extending from a point twenty yards south of the junction of the New Brighton branch railway with the said Wirral railway for a distance of five hundred yards measured southwards along the said Wirral

A.D. 1931.

railway and in connection therewith the Company may divert six yards to the west on the land so to be acquired so much of the footpath from Bidston station as runs parallel with and adjoins the west side of the said railway.

In the county of Essex—

Lands wholly in the urban district of Shoeburyness on the north side of and adjoining the Barking to Shoeburyness railway of the Company extending from a point seventy-four yards west from the bottom of the steps to the footbridge carrying the footpath from Shoeburyness Avenue to the military camp for a distance of one hundred and seventy yards measured along the Company's boundary in a westerly direction;

Lands wholly in the parish of Cranham in the rural district of Romford on the north side of and adjoining the Company's boundary extending from the footpath from St. Mary's Road to Deyncourt Gardens for a distance of one hundred and fifty-three yards in an easterly direction measured along the said boundary.

In the county of Lancaster—

Lands wholly in the urban district of Ashton-in-Makerfield on the east side of and adjoining the Crewe to Carlisle railway of the Company extending from the occupation road near Coffin Lane Brook for a distance of eight hundred and twenty-seven yards measured southwards along the said railway;

Lands wholly in the county borough of Blackpool on the east side of and adjoining the Blackpool to Poulton railway of the Company extending from a point thirty-six yards north-east of the point where the south-west side of Cecil Street meets the Company's boundary for a distance of eighty yards measured north-east along the said boundary;

Lands wholly in the county borough of Rochdale—

(*a*) On the north-west side of and adjoining the Manchester to Normanton railway of the Company in the field or enclosure No. 153

on the $\frac{1}{2500}$ Ordnance map of Lancashire sheet No. LXXXVIII. 12 (edition 1929) extending between the north-east and south-west boundaries of the said field or enclosure;

(*b*) On the east side of and adjoining the said Manchester to Normanton railway bounded on the north-west by Railway Brow on the north-east by Manchester Road and on the east and south by the Rochdale Canal and property of the Company;

(*c*) On the east side of and adjoining the said Manchester to Normanton railway extending from a point eighty yards north of the centre of the bridge carrying that railway over the Heywood branch of the Rochdale Canal for a distance of six hundred and sixty-six yards measured in a northerly direction;

Lands wholly in the city and county borough of Manchester—

(*a*) Bounded on the east south and west by Mount Street Windmill Street and Museum Street respectively and on the north by property of the Young Men's Christian Association;

(*b*) On the west side of and adjoining the Manchester to Stockport railway of the Company extending from Kirkmanshulme Lane for a distance of one hundred and seventeen yards measured along the said railway in a northerly direction;

(*c*) Occupied by the said Manchester to Stockport railway extending from Kirkmanshulme Lane for a distance of one hundred and seventeen yards measured in a northerly direction.

In the county of Hertford—

Lands wholly in the parish of Elstree in the rural district of Barnet on the east side of and adjoining the London to Bedford railway of the Company in the field or enclosure No. 158 on the $\frac{1}{2500}$ Ordnance map of Hertfordshire

A.D. 1931.

sheet No. XLV. 5 (edition 1914) extending from the north-west boundary of that field to the boundary of that field with the field or enclosure No. 108D on the said map.

In the counties of Hertford and Middlesex—

Lands partly in the parish of Elstree in the rural district of Barnet in the county of Hertford and partly in the parish of Edgware in the rural district of Hendon in the county of Middlesex between the Barnet Road boundary of the field or enclosure No. 106 on the $\frac{1}{2500}$ Ordnance map of Hertfordshire sheet No. XLV. 5 (edition 1914) and a point in the field or enclosure No. 63 on the Middlesex sheet No. VI. 5 of the said map on the eastern boundary of the said field eighty-seven yards south-east of the airshaft in that field.

In the county of Middlesex—

Lands partly in the urban district of Wealdstone and partly in the parish of Pinner in the rural district of Hendon on the north side of and adjoining the London to Birmingham railway of the Company extending from a point one hundred and sixty-three yards measured along the Company's boundary north-west from the north-west end of Cecil Road for a distance of two hundred and ten yards measured in a north-westerly direction along that boundary.

In the county of Nottingham—

Lands wholly in the city and county borough of Nottingham on the south-west side of and adjoining the Nottingham to Mansfield railway of the Company extending from a point fifty yards measured along that railway south-eastwards from the foot of the footbridge over the said railway at David Lane for a distance of fifty-five yards measured in the same direction along the said railway.

In the county of Warwick—

Lands wholly in the city and county borough of Birmingham—

(*a*) On the north-west side of and adjoining the approach to the goods yard at Northfield

station between the west side of the station-master's house and the west end of the said approach;

(*b*) On the north-west side of and adjoining the Birmingham to Gloucester railway of the Company extending from a point seventeen yards west of the east side of Quarry Lane for a distance of one hundred and fifty-eight yards in a south-westerly direction measured along the said railway;

(*c*) On the north-west side of and adjoining the said Birmingham to Gloucester railway extending from the north-east end of the Anglo-American Oil Company's depôt for a distance of twelve yards in a south-westerly direction.

For protection of Birkenhead Corporation.

33. Notwithstanding anything in this Act contained or shown on the deposited plans the following provision for the protection of the mayor aldermen and burgesses of the county borough of Birkenhead (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say):—

The Company shall not construct any work (other than a footpath) or any building on the lands numbered on the deposited plans 2 3 and 5 in the county borough of Birkenhead so that any part of such work or building is less than six feet from the centre of the Fender Valley sewer which is now laid in such land and the foundations of any building which is erected upon the said land within twelve feet of the said sewer shall be carried down to the level of the invert of the said sewer.

For protection of Rochdale Corporation.

34. Notwithstanding anything in this Act contained or shown on the deposited plans the following provisions for the protection of the mayor aldermen and burgesses of the county borough of Rochdale (in this section referred to as "the corporation") shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say):—

(1) The Company before constructing any works on the lands numbered on the deposited plans 2 in

A.D. 1931.

the county borough of Rochdale shall divert the main intercepting sewer of the corporation situate in the said lands (hereinafter in this section referred to as "the said sewer") in accordance with the plan and cross-section signed by Sydney Hubert Morgan on behalf of the corporation and by Alexander Newlands on behalf of the Company and the said works shall be carried out by and at the expense of the Company under the superintendence (if the same be given) and to the reasonable satisfaction of the surveyor of the corporation:

(2) The Company shall not construct any works other than embankments or any buildings on the said lands over any part of the said sewer as so diverted and the corporation shall have the same rights of using inspecting maintaining cleansing repairing replacing and relaying the said sewer as so diverted as they now possess in respect of the existing sewer and any increase in the cost of maintaining the sewer which may be reasonably incurred by the corporation by reason or in consequence of any works carried out by or any other operations of the Company on the said lands shall be repaid to them by the Company:

(3) Any difference which may arise between the Company and the corporation under this section 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 subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

For protection of Manchester Corporation.

35. For the protection and benefit of the lord mayor aldermen and citizens of the city of Manchester (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the corporation and the Company have effect (that is to say):—

(1) (*a*) The Company shall not commence the construction of the archway or subway authorised by the section of this Act the marginal note

whereof is " Power to Company to make further works &c." (both of which are in this section referred to as " the said works ") until they shall have given to the corporation two clear months' notice in writing of their intention to commence the said works accompanied by plans and sections and other necessary particulars showing the works proposed to be executed by the Company and such plans sections and particulars shall be subject to the approval of the corporation which shall not be unreasonably withheld;

(*b*) The said works shall be executed by the Company in accordance with such plans sections and particulars and in such positions as may be approved by the corporation and shall be maintained by the Company to the satisfaction of the corporation and the said plans sections and particulars shall be deemed to be approved if objection thereto in writing is not delivered by the corporation to the Company within two months after delivery of the same to the corporation;

(*c*) The execution of such works shall be carried out under the supervision if the same be given and to the reasonable satisfaction of the corporation:

(2) The Company shall construct the said archway so as to have a head room of not less than twenty-four feet six inches above the surface of the street at the centre of Mount Street not less than twenty-one feet above any part of the surface of that street within six feet eight and one-half inches from the centre thereof and not less than eighteen feet above any other part of the surface of the roadway or footway of that street:

(3) The said archway shall be constructed in accordance with elevations to be submitted to the corporation for their approval which shall not be unreasonably withheld:

(4) The said subway shall be constructed at such level within the limits of deviation as the

A.D. 1931.

corporation may approve but such approval shall not be unreasonably withheld :

(5) If at any time (*a*) after the construction of the said archway and subway the lands referred to in the section of this Act whereof the marginal note is "Power to use lands at Manchester for hotel" shall cease to be used for the purpose of a hotel or (*b*) the said lands and the premises of the Company situate in Mount Street and known as the Midland Hotel become the property of different owners the corporation may give the Company six months' notice to remove the said archway or the said subway or both and thereupon the Company shall forthwith at their own cost remove the said archway or remove and fill in the said subway (as the case may be) and restore the ground and street to the condition in which they were immediately before the commencement of the said works and such removal filling in and restoration shall be done to the satisfaction of the corporation and the provisions of this section shall (so far as the same are applicable) apply to the removal filling in and restoration as if the same were the execution of the said works :

(6) The Company shall not place in or over or through the said works any mains pipes cables wires or conduits so as to endanger any adjacent property or any machinery or apparatus which might endanger or interfere with the user of Mount Street or the access to mains pipes or apparatus laid thereunder or cause damage to any adjacent property :

(7) The Company in the execution of the said works shall not alter or in any way interfere with any property of the corporation without the consent in writing of the corporation which shall not be unreasonably withheld :

(8) The Company shall indemnify the corporation against all claims and demands in respect of damage or injury to persons or property which may arise during the construction of the said

works or at any time thereafter by reason of the construction or existence of the said works :

(9) The Company shall not in making maintaining or using the said works in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the corporation or any traffic on such tramways and any necessary alteration to the overhead equipment of the tramways during the construction of the archway shall be carried out by the corporation at the cost of the Company and if at any time hereafter such free uninterrupted and safe user of such tramways or any traffic thereon is obstructed hindered or interfered with the Company shall pay to the corporation such damages as the corporation sustain by reason thereof :

(10) The construction of the said works when commenced shall be carried out with all reasonable dispatch and the Company shall do all things that may reasonably be necessary to avoid undue interference during such construction with the traffic on Mount Street Windmill Street and Museum Street and the Company shall comply with all reasonable directions requirements and regulations of the corporation for the safety of the pedestrians and vehicular traffic thereon during the period of construction of the said works :

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

A.D. 1931.

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

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

(12) Whenever by reason of the exercise by the Company of the powers of this Act any gas water or electric mains pipes or apparatus of the corporation (other than mains pipes or apparatus for which new mains pipes or apparatus have been substituted by or at the expense of the Company under the provisions of this section) shall be rendered derelict useless or unnecessary the Company shall forthwith pay to the corporation such sum as may be agreed between the Company and the corporation or as failing such agreement shall be determined by arbitration under this section to be the value of such mains pipes or apparatus and in addition to such payment the Company shall pay to the corporation the reasonable costs of and incidental to the cutting off of any such derelict useless or unnecessary mains pipes or apparatus from any other apparatus of the corporation and of and incidental to any other works or things rendered necessary or expedient in consequence of any mains pipes or apparatus being rendered derelict useless or unnecessary by the exercise by the Company of the powers of this Act:

(13) The Company shall make full compensation to the corporation for any subsidence of or damage to any property of the corporation which may be caused by or in consequence of the act or default of the Company its contractors servants or

agents and whether such subsidence or damage shall happen during the execution of the works or at any time thereafter :

(14) Where any part of Mount Street shall have been broken up disturbed or injuriously affected by the Company the Company shall make good the subsoil foundations and surface of such street to the satisfaction of the corporation :

(15) The said subway shall be constructed and maintained by the Company in such manner as at all times to support not only the ordinary traffic and any other exceptional traffic lawfully using Mount Street but also any road roller or other apparatus which the corporation or their contractors for the time being may reasonably use for repairing the said street and the Company shall indemnify the corporation against and make good to the corporation all costs and expenses that the corporation may reasonably incur or be put to by reason of any defect or insufficiency in strength of the said subway or any neglect properly and effectually to maintain the same as aforesaid :

(16) The engineer or surveyor of the corporation may from time to time during the construction of the said works or thereafter enter upon and inspect the same at all reasonable hours on giving reasonable previous notice :

(17) The Corporation may (without charge) attach to the said archway such brackets wires and apparatus as may be required for working the corporation's tramways and other vehicles in Mount Street but the method of such attachment shall be subject to the approval of the engineer of the Company which shall not be unreasonably withheld :

(18) If at any time the corporation shall execute any works in Mount Street the Company shall repay to the corporation any additional expense incurred in the execution or maintenance of such works owing to the existence of the said works :

(19) The corporation shall have the same rights of access as immediately before the passing of this

A.D. 1931.

Act to the corporation's mains pipes cables and wires used for supplying gas or electricity to the premises of Messrs. Robinson and Kershaw situate in Kirkmanshulme Lane Longsight:

(20) Any difference which shall arise between the corporation and the Company under any of the foregoing provisions of this section shall be referred to an engineer to be agreed on between the corporation and the Company or failing agreement to be appointed on the application of either party by the President for the time being of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to any such reference:

(21) The Company shall not acquire any right of ownership in the surface of the public highway known as Mount Street or any part thereof.

Period for compulsory purchase of lands.

36. 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-four.

Stopping up roads and footpaths without providing substitute.

37. 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 or footpaths in case of diversion.

38. Where this Act authorises the diversion of a road or footpath or the making of a new road or footpath and the stopping up of an existing road or footpath or

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

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

As from the completion to the satisfaction of the road authority of the new road or footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing road or footpath 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.

39. Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure carrying any such road or footpath over the railway or property of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed 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.

A.D. 1931.

As to private rights of way over lands taken compulsorily.

40. 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.

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

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

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

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

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal

to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the 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:

A.D. 1931.

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

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

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

Power to certain owners to grant easements.

42. 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.

43. 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. A.D. 1931.

Costs of arbitration in certain cases.

44.—(1) The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case Provided also that this subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) If the Company shall make an offer of purchase money and compensation at least ten days before the commencement of the hearing before the tribunal and the claimant fails within ten days from the making of the offer to notify the Company in writing that he accepts the same all the costs and expenses of the Company of and incidental to the arbitration including any fees and expenses of the arbitrator incurred by them after the date of the offer shall in the event of the claimant sub-

A.D. 1931.

sequently accepting such offer be borne by him Provided that this subsection shall be applicable only in cases where the offer contained a notice of the effect of this subsection.

Compensation in case of recently altered buildings.

45. 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 thirty 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.

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

and the enactments relating to such expenses including the provisions thereof as to borrowing shall apply accordingly. A.D. 1931.

As to private street expenses in certain cases.

47.—(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 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 authority 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 authority.

(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 authority the expenses which but for the foregoing provision the Company would in the first instance have been liable to pay.

(4) The urban authority shall divide among the owners for the time being other than the Company the amount so paid by the Company to the urban authority 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.

Power to use lands at Manchester for hotel.

48. The Company may on the lands in the city and county borough of Manchester abutting on Mount Street by this Act authorised to be held and acquired exercise the powers contained in section 56 (Power to Company to erect and equip hotels and refreshment rooms at

A.D. 1931.

Heysham and Manchester) of the Midland Railway Act 1897 as though such land were part of the lands in the city of Manchester authorised to be acquired by section 33 of the said Act.

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

49. The provisions of section 44 (Power to lease &c. land) and of section 54 (Power as to building on or over lands) of the London Midland and Scottish Railway Act 1924 shall extend and apply to any lands or premises which have from time to time been acquired or held or which under the powers of this Act may hereafter be acquired or held by the Company and the expression "the Company" shall have the same meaning in the application of the said sections to this Act as that expression has in the said sections respectively.

Increase of Rent and Mortgage Interest (Restrictions) Acts not to apply.

50.—(1) Nothing contained in the Increase of Rent and Mortgage Interest (Restrictions) Act 1920 or the enactments amending or extending that Act shall prevent the Company from obtaining possession of any lands houses or property delineated on the deposited plans which are vested in or which may under the powers of this Act be acquired by the Company and the possession of which is required by it for the purpose of exercising its powers under this Act.

(2) The Company shall pay to the tenant or occupier of every dwelling-house to which the Increase of Rent and Mortgage Interest (Restrictions) Act 1920 or the enactments amending or extending that Act would have applied but for subsection (1) of this section who is dispossessed under the provisions of this Act such reasonable allowance on account of his expenses incident to removing from such dwelling-house as shall failing agreement between the tenant or occupier and the Company be determined on the application of either party by a court of summary jurisdiction whose decision shall be final.

Power to Company to raise further money.

51.—(1) The Company may borrow on mortgage of their undertaking any sums not exceeding in the whole five million pounds without being required to obtain the certificate of a justice under section 40 of the Companies Clauses (Consolidation) Act 1845.

(2) The directors of the Company may from time to time by virtue of this section and without further or other sanction or authority raise the said sums so

authorised to be borrowed either by borrowing the same on mortgage of the undertaking of the Company or by the creation and issue of debenture stock whether redeemable or irredeemable as they may decide and at such rate of interest and on such terms and conditions as they may determine at the time of the borrowing thereof or of the issue of such stock.

(3) The amount to be raised under this section shall not exceed the said sum of five million pounds after taking into account any premiums or discounts obtained or allowed on any issue of debenture stock thereunder.

(4) The directors of the Company may in exercising the powers of this section grant mortgages or dispose of debenture stock at such times to such persons and on such terms and conditions and in such manner as they may think advantageous to the Company.

(5) Subject to the foregoing provisions of this section Part III of the Companies Clauses Act 1863 and section 26 (Debenture stock) section 27 (Redeemable preference and debenture stock) and section 28 (Redemption fund) of the North Western Midland and West Scottish Group Amalgamation Scheme 1923 shall apply to any mortgages granted and any debenture stock created and issued under the powers of this section as if they were granted or created and issued by the Company and references in the said sections to the scheme were references to this Act.

Appointment of receiver.

52. Every provision with respect to the appointment of a receiver for enforcing payment by the Company of arrears of interest or principal or principal and interest contained in any Act or Scheme having the force of an Act of Parliament passed prior to the passing of this Act whereby the Company are authorised to raise by borrowing money for the purposes of their undertaking shall be and the same is hereby repealed but without prejudice to any appointment which may have been made or to the continuance of any proceedings which may have been commenced prior to the passing of this Act under any such provision.

The mortgagees of the Company may enforce payment of arrears of interest or principal or principal and interest due on their mortgages by the appointment of a receiver and in order to authorise the appointment of

A.D. 1931. a receiver in respect of arrears of principal the amount owing to the mortgagees by whom the application for a receiver is made shall not be less than ten thousand pounds in the whole.

Application of capital.

53. All moneys raised by or on behalf of the Company under this Act whether by the issue of stock or by borrowing shall be applied only to purposes to which capital is properly applicable.

Power to Company to apply funds.

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

Deposits for future Bills not to be paid out of capital.

55. The Company shall not out of any money by this Act authorised to be raised pay or deposit any sum which by any standing order of either House of Parliament now or hereafter in force may be required to be deposited in respect of any application to Parliament for the purpose of obtaining an Act authorising the Company to construct any other railway or to execute any other work or undertaking.

Recovery of demands.

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

Provision as to general Railway Acts.

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

Extent of Act.

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

A.D. 1931.

Crown rights.

59. Nothing in this Act affects prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained authorises the Company to take use or in any manner interfere with any portion of the shore or bed of the sea or of any river channel creek bay or estuary or any land hereditaments subjects or rights of whatsoever description belonging to His Majesty in right of His Crown and under the management of the Commissioners of Crown Lands or of the Board of Trade respectively without the consent in writing of the Commissioners of Crown Lands or the Board of Trade as the case may be on behalf of His Majesty first had and obtained for that purpose.

Costs of Act.

60. 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.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN COMPULSORILY.

Area.	No. on deposited plans.	Description of property in book of reference.
RAILWAY AT CHEADLE.		
Parish of Draycott-in-the-Moors	2	Field and sheds.
Parish of Cheadle - -	15	Orchard.
ADDITIONAL LANDS AT NORTHFIELD.		
City and county borough of Birmingham	4	Rough land.
	6	Derelict mill dam stables shop yard rough land and stream.
ADDITIONAL LANDS AT BASFORD.		
City and county borough of Nottingham	1	Builders' yard petrol store garden water-closet and stream.
	2	Garden store and water-closets (46 and 48 Lincoln Street).
ADDITIONAL LANDS AT UPMINSTER.		
Parish of Cranham - -	1	Rough ground.
	2	Building land.
	3	Garden ground.
	4	Garden ground.
	5	Garden ground.
	6	Garden ground.
	7	Building land.
ADDITIONAL LANDS AT SHOEBURYNESS.		
Urban district of Shoeburyness	1	Garden ground and railway siding pig-sties shed and well.

Printed by EYRE and SPOTTISWOODE, LTD.,
FOR
WILLIAM RICHARD CODLING, Esq., C.B., C.V.O., C.B.E., the King's Printer of Acts of Parliament.

To be purchased directly from H.M. STATIONERY OFFICE at the following addresses:
Adastral House, Kingsway, London, W.C.2; 120, George Street, Edinburgh;
York Street, Manchester; 1, St. Andrew's Crescent, Cardiff;
15, Donegall Square West, Belfast;
or through any Bookseller.