CHAPTER xxxv.

An Act to empower the London Midland and Scottish Railway Company to construct railways and works and to acquire lands to confer powers upon the Great Northern and London and North Western Joint Committee and for other purposes. [31st July 1947.]

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

And whereas it is expedient to sanction and confirm the acquisition of the lands in this Act mentioned and to authorise the Company to hold and use the same for the purposes of and as part of their undertaking:

And whereas by a proviso to section lxxxiv of the Manchester Bolton and Bury Canal and Railway Act 1831 it is provided that when the collateral branch railway therein referred to had been completed it should for ever thereafter be maintained by the Company of Proprietors of the Canal Navigation from Manchester to Bolton and to Bury their successors and assigns and it is expedient that this proviso should be repealed and that the Company who are the successors of the said company of proprietors should be relieved of their liability under this proviso as provided in this Act: 1 & 2 Geo. iv. c. lx.

And whereas all rights of navigation along and over and all rights of user of part of the Manchester Bolton and Bury Canal were extinguished by the London Midland and Scottish Railway Act 1941 and it is expedient that the further provisions hereinafter contained with respect to the site thereof should be enacted: 4 & 5 Geo. 6. c. xii.

And whereas it is expedient that the powers in this Act mentioned should be conferred upon the Great Northern and London and North Western Joint Committee:

And whereas it is expedient that the other powers in this Act mentioned should be conferred:

And whereas plans and sections showing the lines and levels of the works other than the railways and works in the city and the county of Nottingham by this Act authorised and plans of the lands which may be taken or used 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 in the month of November one thousand nine hundred and forty-six deposited with the clerks of the county councils of the several counties and town clerks of the several county boroughs respectively within which the said works will be constructed and the said lands are situate:

And whereas a plan and sections showing the line and levels of the railways and works in the city and the county of Nottingham and the lands which may be taken or used for the purposes thereof and a book of reference to that plan containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of those lands were deposited in the month of April one thousand nine hundred and forty-seven with the clerk of the county council of the county of Nottingham and the town clerk of the city and county borough of Nottingham:

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:—

PART I.

PRELIMINARY.

Short title.

1. This Act may be cited for all purposes as the London Midland and Scottish Railway Act 1947.

PART I. —*cont.*

Division of Act into Parts.

2. This Act is divided into Parts as follows:—

Part I.—Preliminary.

Part II.—Works and lands.

Part III.—Manchester Bolton and Bury Canal.

Part IV.—Powers to the Great Northern and London and North Western Joint Committee.

Part V.—Miscellaneous.

Interpretation.

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

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

"the committee" means the Great Northern and London and North Western Joint Committee;

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

"the originally deposited plans sections and book of reference" mean respectively the plans sections and book of reference deposited in the month of November one thousand nine hundred and forty-six;

"the substituted plan sections and book of reference" mean respectively the plan sections and book of reference relating to the railways and works in the city and the county of Nottingham deposited in the month of April one thousand nine hundred and forty-seven;

"the abandoned canal" has the same meaning as in section 16 of the London Midland and Scottish Railway Act 1941;

"the county" means the administrative county of the county palatine of Lancaster;

"the county council" means the county council of the county;

"the borough" means the county borough of Bolton;

"the corporation" means the mayor aldermen and burgesses of the borough;

"the catchment board" means the Rivers Mersey and Irwell Catchment Board;

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

PART I. —*cont.*

Incorporation of general Acts. 8 & 9 Vict. c. 18.

4. The following Acts and Part of an 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:—

The Lands Clauses Acts (except sections 127 to 131 inclusive of the Lands Clauses Consolidation Act 1845):

Provided that—

(1) 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;

(2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section;

8 Vict. c. 20. The Railways Clauses Consolidation Act 1845;

26 & 27 Vict. c. 92. Part I (relating to the construction of a railway) of the Railways Clauses Act 1863.

PART II.

WORKS AND LANDS.

Protection of gas and water mains of local authorities.

5. The provisions of sections 18 to 23 of the Railways Clauses Consolidation Act 1845 shall for the purposes of this Act extend and apply to the gas and water mains pipes and apparatus of any local authority or gas or water board and shall be construed as if "local authority" "gas board" and "water board" were mentioned in those sections in addition to "company" or "society":

Provided that any penalties recovered under section 23 shall be appropriated to that fund of the local authority or gas or water board to which their revenues in respect of gas or water (as the case may be) are appropriated.

Power to Company to construct railways and works.

6. Subject to the provisions of this Act the Company may make and maintain in the city and county of Nottingham in the lines and according to the levels shown on the substituted plan and sections the railways 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 substituted plan and described in the substituted book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking.

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

In the city and county of Nottingham—

Railway No. 1 (to be called "the Calverton Colliery branch") seven miles five chains in length commencing in the city of Nottingham by a junction with the Nottingham to Mansfield railway of the Company one hundred and seventy-three yards north of the point where that railway is crossed by the bridge carrying the Nottingham to Sheffield railway of the London and North Eastern Railway Company over the said Nottingham to Mansfield railway and terminating in the parish of Calverton two hundred yards west of the eastern boundary of the field or enclosure No. 137 on the 1/2500 ordnance map of Nottinghamshire sheet No. XXXIII.12 (edition 1915) and fifteen yards north of the southern boundary of the said field or enclosure;

Railway No. 2 three furlongs seven chains in length wholly in the urban district of Hucknall commencing by a junction with the Leen Valley line of the London and North Eastern Railway Company two hundred yards south-east of the bridge carrying that line over the Nottingham to Mansfield railway of the Company and terminating by a junction with Railway No. 1 at a point on the footpath leading from Bestwood Road to Middle Mill sixty-five yards north-west of the river Leen.

Running powers.

7.—(1) The London and North Eastern Railway Company (in this section referred to as "the North Eastern Company") may run over work and use with their engines carriages and waggons and officers and servants for the purposes of traffic of every description Railway No. 2 and so much of Railway No. 1 by this Act authorised as lies between the junction of Railways Nos. 1 and 2 and the termination of Railway No. 1 together with such apparatus works and conveniences connected with such railway and part of railway as may be necessary for the purposes of such traffic and as regards traffic of every description conveyed by them the North Eastern Company may demand and take

PART II. —*cont.*

upon and in respect of the said railway and part of railway the rates and charges which the Company are for the time being entitled to demand and take.

(2) The terms conditions and regulations to be observed and the tolls charges rent or other consideration to be paid by the North Eastern Company for and in respect of the use of the said railway and part of railway and apparatus works and conveniences shall be such as may from time to time be agreed upon between the Company and the North Eastern Company or failing agreement as may be determined on the application of either the Company or the North Eastern Company by the Railway and Canal Commissioners or any two of them.

(3) In running over and using the said railway and part of railway the regulations and byelaws for the time being in force on the said railway and part of railway shall be at all times observed so far as such regulations and byelaws are applicable.

Rates and charges.

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

Period for completion of railways.

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

For protection of Derbyshire and Nottinghamshire Electric Power Company.

10. For the protection of the Derbyshire and Nottinghamshire Electric Power Company (in this section referred to as "the power company") the following provisions shall unless otherwise agreed in writing between the Company and the power company apply and have effect:—

(1) The Company shall not in the construction of the railways alter the position of or otherwise interfere with any electric lines or other works of the power company except in accordance with and subject to the provisions of section 15 of the Electric Lighting Act 1882 and section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 and such provisions shall be deemed for the purposes of this subsection to extend to and include any electric line or work of the power company placed upon or above the level of the ground:

45 & 46 Vict. c. 56. 62 & 63 Vict. c. 19.

(2) Subject as hereinafter provided the Company shall not in the exercise of the powers conferred upon them by this Act acquire any interest in any lands in through under or over which the power company

PART II. —*cont.*

possess an easement or right of constructing or maintaining any electric line or work except subject to that easement or right:

Provided that if the Company shall under the powers of this Act acquire any interest in any land which is subject to any such easement or right of the power company and shall grant to the power company free of cost an alternative easement or right in through under or over other land of the Company adjacent to such first-mentioned land to the reasonable satisfaction of the power company such first-mentioned land shall cease to be subject to such easement or right.

For protection of London and North Eastern Railway Company.

11. For the protection of the London and North Eastern Railway Company (in this section referred to as " the North Eastern Company ") the following provisions shall notwithstanding anything contained in this Act or shown on the substituted plan and sections and unless otherwise agreed in writing between the Company and the North Eastern Company apply and have effect:—

(1) The Company shall not purchase or take any lands or property of the North Eastern Company numbered on the substituted plan 9 in the urban district of Hucknall but the Company may purchase and take and the North Eastern Company may and shall sell and grant accordingly such an easement or right of using the same as shall be necessary for the purpose of constructing using and maintaining the railways by this Act authorised so far as the same are by this Act to be constructed on or across such lands or property of the North Eastern Company:

(2) The consideration to be paid for such easement or right shall in case of dispute be determined in manner provided by the Lands Clauses Acts with respect to the purchase of lands otherwise than by agreement and for the purpose of such determination the acquisition of such easement or right shall be deemed a taking of lands within the meaning of section 6 of the Railways Clauses Consolidation Act 1845.

For protection of River Trent Catchment Board.

12. Notwithstanding anything in this Act or shown on the substituted plan and sections the following provisions for the protection of the River Trent Catchment Board (hereinafter referred to as " the Trent Board ") shall unless otherwise agreed in writing between the Company and the Trent Board apply and have effect:—

(1) In this section—

" watercourse " includes any main and any other river and any stream ditch drain cut culvert

PART II. —*cont.*

26 Geo. 5. & 1 Edw. 8. c. 49.

dyke sluice sewer (other than a public sewer within the meaning of the Public Health Act 1936) or passage through which water flows and the banks thereof;

"authorised work" means so much of any work by this Act authorised as is constructed in over or in any way affects any watercourse and includes any diversion of the river Leen:

(2) The Company before commencing to construct any authorised work shall submit to the Trent Board detailed plans sections and working drawings thereof for their reasonable approval If the Trent Board shall not within twenty-eight days after the submission to them of any such plans sections and drawings signify to the Company in writing their approval or disapproval thereof they shall be deemed to have approved thereof:

(3) No authorised work shall be constructed otherwise than in accordance with such plans sections and drawings as may be approved by the Trent Board or if such approval be withheld as may be settled by arbitration as hereinafter provided and shall be executed to the reasonable satisfaction of the Trent Board:

(4) The Company shall during the construction or during the execution of any work of maintenance or repair of any authorised work comply with any reasonable directions given by the engineer to the Trent Board with a view to minimising any interference with the free flow of water in the watercourse:

(5) If by reason of the construction of any authorised work (other than a diversion of the river Leen) or of the repair or maintenance of any authorised work or of the failure thereof or of the maintenance thereof the channels or banks of any watercourse shall at any time be injured or damaged such injury or damage shall be forthwith made good by the Company to the reasonable satisfaction of the said engineer and if the Company fail so to do the Trent Board may make good the same and recover the reasonable cost thereof from the Company:

(6) If any difference or dispute shall arise between the Trent Board and the Company under this section (other than any difference as to the construction or meaning thereof) the same shall be determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party (after notice in writing to the

PART II. —*cont.*

other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

For protection of Nottinghamshire County Council.

13. Notwithstanding anything contained in this Act or the Acts incorporated herewith or shown on the substituted plan and sections the following provisions for the protection and benefit of the county council of the administrative county of Nottingham (in this section called " 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) (*a*) The Company shall carry Railway No. 1 by this Act authorised over the county road known as Moor Lane in the urban district of Hucknall by means of a bridge with a clear square span of not less than forty feet between the abutments thereof and a clear headway throughout of not less than seventeen feet above the level of the road;

(*b*) The Company shall at their own expense lower the level of the said road to such an extent as will enable the said headway to be obtained Provided that the work of lowering the said road shall be carried out and the said road as lowered shall be made up metalled surfaced and drained to the reasonable satisfaction of the county council:

(2) (*a*) The Company shall carry the Nottingham and Mansfield county road over the said railway in the parish of Papplewick by means of a bridge of a width between the parapets or fences thereof of not less than sixty feet measured on the square with the road;

(*b*) If within three months of the passing of this Act the county council give notice in writing to the Company of their desire that the bridge referred to in paragraph (*a*) of this subsection shall be constructed to a greater width than sixty feet between the parapets thereof the Company shall construct the said bridge to the width prescribed by such notice and upon the completion of the said bridge the county council shall pay to the Company the amount by which the actual cost of the construction of the said bridge has exceeded the cost which would have been incurred in constructing such bridge to a width of sixty feet between the parapets Such amount in case of dispute shall be determined by arbitration in pursuance of the provisions hereinafter contained;

PART II. —*cont.*

(*c*) The said road shall be diverted in accordance with the substituted plan and sections and the approaches to the said bridge shall be constructed so as to provide an effective width of one hundred feet from the point marked B to the point marked C on the substituted plan and an effective width of fifty feet from the point marked A to the point marked B on the said plan but the Company shall only be required to metal a width of twenty-two feet throughout the said bridge and approaches:

(3) The Company shall carry the county road numbered 17 on the substituted plan in the parish of Papplewick over the said railway by means of a bridge having a clear width of not less than thirty-five feet between the parapets measured square with the road and with gradients not steeper than one in thirty connected by a reasonable vertical curve at the summit but the Company shall only be required to metal a width of twelve feet If the Company raise the level of the said road they shall ensure a clear headway throughout of not less than twenty-two feet between the new road level and the existing overhead cables:

(4) Unless simultaneously with the construction of the said railway provision is made for the diversion of the footpath in the inclosures numbered 4 5 6 and 7 in the parish of Papplewick so that the said footpath will join the county road from Nottingham to Mansfield at a point to the north-west of the centre line of the said railway and within the limits of deviation therefor the said footpath shall be carried over the said railway by means of a footbridge having a width of not less than five feet:

(5) The Company shall construct a suitable subway ten feet in width and with a clear headway throughout of not less than ten feet for the purpose of carrying the footpath from Bestwood Road to Middle Mill numbered 16 on the substituted plan in the urban district of Hucknall through or under the railway embankment The Company shall maintain such subway to the reasonable satisfaction of the county council:

(6) The level of the said railway shall at the termination thereof be six feet lower than the level shown on the substituted plan and sections:

(7) The bridge referred to in subsection (1) of this section and the subway referred to in subsection (5) of this section shall be constructed and maintained so as to prevent as far as practicable the dripping of water therefrom:

(8) The roadway of each of the bridges in this section referred to carrying roads over the said railway and the approaches to such bridges shall be made up metalled surfaced and drained to the reasonable satisfaction of the county council:

(9) The Company shall give to the county council twenty-eight days' previous notice in writing of their intention to commence the construction of any of the bridges referred to in this section and of the said subway 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 any such bridge or the said subway 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:

(10) The said bridges and the said subway 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 bridges over or under the said roads unreasonably interrupt the traffic passing along the same and shall make good all damage or injury whatsoever which shall happen or arise to any of the said roads by reason or in consequence of the construction of any of the said bridges:

(11) The Company shall during the execution and until the completion of any such works as aforesaid make and carry into effect such arrangement for lighting and watching the same and any portion of any road interfered with or affected thereby as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said roads:

PART II. —*cont.*

(12) If at any time hereafter the county council shall determine to widen any of the said county roads where it passes over or under the said 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 every 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 the county council are granted subject to full and proper protection being afforded by the county council for the said railway and the traffic thereon against any damage or loss which may arise by reason of the construction of the aforesaid widenings or any of them or the user of any such widenings the construction of which may have been defective or of insufficient strength for the traffic properly using the same:

(13) 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 in writing to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 or any then subsisting statutory modification or re-enactment thereof shall apply to any such arbitration.

For protection of Nottingham Corporation.

14. Notwithstanding anything contained in this Act or shown upon the substituted plan and sections the following provisions unless otherwise agreed in writing between the Company and the lord mayor aldermen and citizens of the city of Nottingham and county of the same city (in this section called "the corporation") shall apply and have effect:—

(1) In this section the expression "apparatus" means water mains pipes valves hydrants plugs stopcocks syphons and other works and apparatus of the corporation:

(2) Twenty-eight days before the Company commence—

(*a*) to construct Railway No. 1 authorised by this Act—

(i) where it crosses the site of the Nottingham and Mansfield county road in the parish of Papplewick in the rural district of Basford in the county of Nottingham; or

(ii) under the road in the said parish from Longland Lane to Burntstump Hill; or

(iii) over the Old Rufford Road in the parish of Calverton in the said rural district; or

(*b*) the diversion of the Nottingham and Mansfield county road;

they shall give to the corporation in each case notice in writing of the intention so to do specifying the time at which the Company will commence so to do:

(3) The notice in respect of the Nottingham and Mansfield county road shall be accompanied by a plan section and particulars of the proposed diversion of that road:

(4) The corporation may remove any apparatus situate in that part of the Nottingham and Mansfield county road which is proposed to be stopped up and replace the same in the highway as diverted or may lay down in the highway as diverted apparatus in lieu of the apparatus in the present highway and the Company shall repay to the corporation any expense reasonably incurred by them in pursuance of this subsection:

(5) The Company shall also repay to the corporation any expense reasonably incurred by them in the removal or alteration of any communication or supply pipes rendered necessary by reason or in consequence of the exercise of the powers of the foregoing subsection and shall indemnify the corporation against all claims and demands by the occupiers of premises supplied by such communication or supply pipes:

(6) The notice in respect of the said road from Longland Lane to Burntstump Hill shall state the level of the underside of the bridge by means of which the said road shall be carried over the said Railway No. 1 and shall be accompanied by a section showing any alteration of the existing road between the surface thereof and the underside of such bridge:

(7) The corporation may within fourteen days after receiving the last-mentioned notice require the Company to execute such works for supporting or protecting the apparatus in the part of the last-mentioned road which will be on the said bridge and the approaches thereto as the corporation may reasonably require and any such works shall be

PART II. —*cont.*

carried out at the expense of the Company under the superintendence of the corporation and in accordance with the reasonable directions and to the reasonable satisfaction of the corporation:

(8) The notice in respect of the said Old Rufford Road shall be accompanied by a section showing the span of the bridge carrying the said Railway No. 1 over the said road and the foundations piers and abutments of the said bridge in relation to the apparatus in the said road together with specifications of the said foundations piers and abutments The corporation within fourteen days after the receipt of the last-mentioned notice may by notice in writing to the Company require them to construct the said foundations piers and abutments at such distance from the apparatus in the said road as may be reasonably necessary to enable the corporation to provide such works for the protection of the said apparatus as may be reasonably necessary and to maintain repair and renew the said apparatus and any such protective works The reasonable expenses of the provision and construction of any such protective works shall be paid on demand to the corporation by the Company If it should be reasonably necessary in order to afford the said protection to the said apparatus to alter the position of the said apparatus the corporation shall carry out any such alteration in such manner as may be reasonably required by the Company and the Company shall pay the expenses thereof to the corporation on demand:

(9) If by reason or in consequence of the execution user or failure of any works or the exercise of any of the powers of this Act in connection with the construction maintenance repair or renewal of the said Railway No. 1—

(*a*) any damage to any apparatus or any interruption in the supply of water by the corporation shall be caused the Company shall bear and pay the cost reasonably incurred by the corporation in making good such damage and shall—

(i) make compensation to the corporation for any loss sustained by them; and

(ii) indemnify the corporation against all claims demands proceedings costs damages and expenses which may be made or taken against or recovered from or incurred by the corporation;

by reason or in consequence of any such damage or interruption; or

(*b*) the costs and expenses incurred by the corporation in maintaining repairing or renewing any apparatus (in addition in the case of the apparatus in the Nottingham and Mansfield county road to the expenses referred to in subsection (5) of this section) are increased the Company shall repay to the corporation the amount by which such costs and expenses are so increased; or

(*c*) any water of the corporation shall be lost the Company shall pay to the corporation the value of the water so lost; or

(*d*) the corporation shall suffer any loss of revenue the Company shall repay to the corporation the amount of the revenue so lost:

(10) The corporation may if they deem fit employ watchmen and inspectors to watch and inspect any work in connection with the construction maintenance repair or renewal of the said Railway No. 1 whereby any apparatus will or may be interfered with or affected during the execution of such work and the reasonable expense by the corporation in the employment of such watchmen and inspectors shall be borne by the Company and be paid by them on demand to the corporation:

(11) The company shall bear and pay to the corporation the amount of any expenses reasonably incurred by the corporation in or in connection with—

(*a*) the cutting off of any apparatus from any other apparatus and the provision and connecting of any new or substituted apparatus with any existing apparatus rendered necessary by reason or in consequence of the construction of the said Railway No. 1; or

(*b*) the removal or any alteration of any communication pipes or supply pipes rendered necessary by reason or in consequence of such execution;

and shall indemnify the corporation against all claims and demands by the owner of any such communication pipe or supply pipe or by the owners or occupiers of premises supplied by means thereof:

(12) Where by reason or in consequence of the exercise of any of the powers of this Act any apparatus is rendered derelict or unnecessary the Company shall

PART II. —*cont.*

pay to the corporation the value of such apparatus so rendered derelict or unnecessary unless substituted apparatus be provided Such value shall in case of difference between the corporation and the Company be determined by arbitration in manner hereinafter provided:

(13) The reasonable expense of all repairs and renewals of any apparatus or any works in connection therewith which may be rendered reasonably necessary by or in consequence of—

(*a*) the acts or defaults of the Company or their contractors agents workmen or servants or any person in the employ of the Company or their contractors or any of them; or

(*b*) any subsidence resulting from the said Railway No. 1 or any work in connection therewith whether during construction or within a period of twelve months after the date of the completion thereof;

shall be borne and paid by the Company:

(14) The Corporation shall in laying down constructing replacing or altering the position of any apparatus under the powers of this section conform with the reasonable requirements of the surveyor of the county council of the administrative county of Nottingham and any difference which may arise under this subsection between the corporation and the said surveyor shall be referred to and determined by an arbitrator in accordance with the provisions of subsection (15) of this section as if the said surveyor were the Company:

(15) If any difference shall arise between the Company and the corporation under this section (other than a difference as to the meaning or construction of this section) such difference shall unless otherwise agreed 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 of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination:

(16) The provisions of this section shall be in addition to and not in derogation of any other provisions of this Act or any enactment incorporated therewith to the benefit of which the corporation would have been entitled if this section had not been enacted.

PART II. —*cont.*

For protection of Hucknall Urban District Council.

15. For the protection of the Hucknall Urban District Council (in this section referred to as " the council ") the following provisions shall unless otherwise agreed in writing between the council and the Company have effect:—

(1) (*a*) The eight-inch water main of the council which is laid under the Nottingham and Mansfield county road as now existing in the parish of Papplewick shall be relaid by the council in the diversion of the road authorised by the section of this Act whereof the marginal note is " Power to divert and stop up a road " between the points respectively marked C and B on the substituted plan and thence into Forest Lane and so that in Forest Lane the said main is laid at the same depth below the surface of the road as it is at present;

(*b*) The council shall construct an air valve on the said main at the point B on the substituted plan The cost of such relaying and the said air valve and its construction and all work in connection therewith shall be reimbursed to the council by the Company:

(2) At the point about midway between the said Nottingham and Mansfield county road and Moor Lane where Railway No. 1 by this Act authorised will cross above a ten-inch water main of the council the said main shall be relaid by the council at existing ground level and the Company shall construct over the said main as relaid a culvert not less than six feet in height and not less than four feet six inches in width and of sufficient strength to protect the said main against risk of damage by pressure or vibration from the railway or the intervening ground If the Company for the purpose of shortening the length of the said culvert shall require any new alignment of the said main which is necessary for that purpose and will not involve any acute angles in the lines of the said main the same shall be duly carried out by the council The cost of all work to be executed by the council under this subsection shall be reimbursed to the council by the Company:

(3) All works to be constructed by the Company in pursuance of the provisions of this section shall be constructed under the superintendence and to the reasonable satisfaction of the engineer of the council and in such positions and manner as to enable the council to have easy access to their mains and works for purposes of inspection maintenance repair and renewal:

PART II. —*cont.*

(4) All reasonable costs charges and expenses to which the council may be put by reason of the works of the Company under this Act over and above the costs hereinbefore provided for whether in the execution of works the preparation or examination of plans or designs or superintendence or otherwise shall be paid to the council by the Company on demand and when any new or altered or substituted works as aforesaid or any works or defence connected therewith shall be completed by or at the cost of the Company under the provisions of this Act the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any water mains or other works constructed by and at the expense of the council now are or hereafter may be:

(5) Any difference which may arise between the council and the Company touching anything contained in or arising out of this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other party and subject thereto the provisions of the Arbitration Acts 1889 to 1934 so far as applicable shall apply to any such reference and determination.

Crown rights.

16. Nothing in this Act shall affect prejudicially any estate right power privilege or exemption of the Crown and in particular nothing herein contained shall authorise the Company to take use or in any manner interfere with any land or hereditaments or any rights of whatsoever description vested in the Minister of Agriculture and Fisheries or the Forestry Commissioners without the consent in writing of the said Minister or the said Commissoners (as the case may be) first had and obtained for that purpose.

Power to Company to make further works.

17. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the originally deposited plans and sections and the substituted plan 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 enter upon take and use the lands delineated upon the substituted plan and described in the substituted book of reference relating thereto:—

In the county borough of St. Helens—

A bridge over Cannington Road on the south-west side of the existing bridge between Warrington Old Road and Watson Street:

PART II. —*cont.*

In the county of Nottingham—

An alteration and extension of the road numbered 8 on the substituted plan in the parish of Papplewick in the rural district of Basford in the manner shown on the substituted plan and sections.

For protection of St. Helens Corporation.

18. The following provisions for the protection and benefit of the mayor aldermen and burgesses of the borough of St. Helens (in this section referred to as " the corporation ") shall except so far as may be otherwise agreed in writing between the corporation and the Company apply and have effect:—

(1) In this section—

" the bridge " means the bridge authorised by section 17 (Power to Company to make further works) of this Act;

" the highway " means that part of Cannington Road over which the bridge is to be constructed or which may be interfered with in the construction thereof:

(2) The bridge shall be constructed with a span of not less than thirty feet between the abutment walls thereof measured at right angles to the direction of the highway and with a clear headway throughout the entire width of the highway and for the length of the bridge of not less than thirteen feet two inches:

(3) The Company shall not alter the level of the highway and on the completion of the bridge shall reinstate the highway to the reasonable satisfaction of the corporation:

(4) All works in connection with the construction of the bridge shall be executed and carried out only in accordance with such plans sections elevations and particulars as shall be approved by the corporation or settled by arbitration and in such manner as not to obstruct or unnecessarily impede the public use of the highway and after commencement shall be proceeded with and completed with all reasonable dispatch:

(5) Before commencing the construction of the bridge the Company shall give to the corporation not less than one month's previous notice in writing of the date when such work will be commenced and such work shall be carried out to the reasonable satisfaction of the corporation:

(6) If any work in connection with the bridge passes over or under or by the side of or interferes with or endangers any sewer drain gas or water main electric

PART II. —*cont.*

line or work belonging to or under the control of the corporation or in any way affects the sewerage or drainage or the supply of gas water or electricity the Company shall make such provision as the corporation may reasonably require for the proper protection of and for preventing injury or impediment to such sewer drain main line or work by reason of the construction of the bridge or works connected therewith and the Company shall save harmless the corporation against all or every expense to be occasioned thereby or arising therefrom and all works carried out in pursuance of this subsection shall be executed under the superintendence (if given after reasonable notice) and to the reasonable satisfaction of the corporation but at the expense in all respects of the Company:

(7) The bridge and all works in connection therewith shall at all times be maintained by the Company to the reasonable satisfaction of the corporation:

(8) Any difference which may arise between the Company and the corporation under this section 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) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference.

Power to divert and stop up a road.

19. The Company may subject to the provisions of this Act divert the road hereinafter mentioned in the manner shown upon the substituted plan and sections and may subject as aforesaid stop up and cause to be discontinued as a road so much of any existing road as will be rendered unnecessary by the new portion of road so shown on the said plan:—

Railway.	Parish.	No. of road on plan.
No. 1	Papplewick	10

For protection of Postmaster-General.

20.—(1) Notwithstanding the stopping up under section 19 (Power to divert and stop up a road) of this Act of any portion of the road in the parish of Papplewick numbered 10 on the substituted plan the Postmaster-General may if he so desires (without derogation from any other rights vested in him) remove therefrom any telegraphic line which is over in or across the same and the Company shall pay to the Postmaster-

PART II. —*cont.*

General the expenses incurred by him of and incidental to the removal of such telegraphic line and of any telegraphic line connected therewith which in consquence will be rendered useless and the substitution of a telegraphic line along the road as diverted.

(2) The expression " telegraphic line " in this section has the same meaning as in the Telegraph Act 1878. 41 & 42 Vict. c. 76.

Power to stop up footpath.

21. The Company may subject to the provisions of this Act stop up and discontinue as a public footpath in the parish of Papplewick in the rural district of Basford in the county of Nottingham the footpath leading from the Mansfield to Nottingham road to the road leading to Burntstump Hill.

Power to deviate in construction of railways.

22. In constructing the railways and other works the Company may deviate from the lines shown on the originally deposited plans or the substituted plan as the case may be to the extent of the limits of deviation marked thereon and may deviate from the levels shown on the originally deposited sections or substituted sections as the case may be in accordance with the provisions of the Railways Clauses Consolidation Act 1845.

Power to Company to acquire lands.

23. Subject to the provisions of this Act the Company 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 originally deposited plans and described in the originally deposited book of reference relating thereto:—

In the county of Chester—

Lands in the urban district of Winsford—

(*a*) On the south-west side of and adjoining the Crewe to Warrington railway of the Company situate between the said railway and Middlewich Road;

(*b*) On the north-east side of and adjoining the said railway between points respectively three hundred yards and one thousand four hundred and three yards north of the bridge carrying Middlewich Road over the said railway near Winsford station;

(*c*) On the north-west side of and adjoining Wharton Road between points respectively thirty-six yards and one hundred and eighty yards measured in a northerly direction from the centre of the bridge carrying the said road over the said railway;

PART II. —*cont.*

(*d*) On the south-east side of and adjoining Wharton Road between points respectively ninety-six yards and one hundred and forty-seven yards measured in a northerly direction from the centre of the bridge carrying the said road over the said railway;

(*e*) On the south-west side of and adjoining the said railway between points respectively twenty-six yards and fifty-five yards south-east of Deakin's Road;

Lands partly in the urban district of Winsford and partly in the parish of Moulton in the rural district of Northwich on the south-west side of and adjoining the said railway extending from Deakin's Road for a distance of one thousand three hundred and twenty-seven yards north-westwards;

Lands in the parish of Davenham in the rural district of Northwich on the north-east side of and adjoining the said railway extending from the river Weaver for a distance of three hundred and eighty-five yards south-eastwards;

Lands in the parish of Hartford in the rural district of Northwich on the north-east side of and adjoining the said railway extending:—

(*a*) between points respectively two hundred and twenty-seven yards and one thousand and twenty-three yards north-west of the river Weaver;

(*b*) from Riddings Lane for a distance of two hundred and twenty yards north-westwards;

(*c*) between points respectively fifteen yards and one hundred and forty-five yards north-west of Chester Road;

Lands in the parish of Weaverham-cum-Milton in the rural district of Northwich on the south-west side of and adjoining the said railway and on the south side of and adjoining the Northwich to Chester railway of the Cheshire Lines Committee comprising the field or enclosure No. 189 and parts of the field or enclosure No. 190 on the 1/2500 Ordnance map of Cheshire (edition 1910) sheet No. XXXIII.12 and sheet No. XXXIII.16;

Lands partly in the said parish of Hartford and partly in the said parish of Weaverham-cum-Milton on the north-east side of and adjoining the said railway and on the south side of the Northwich to Chester railway of the Cheshire Lines Committee extending for a distance of three hundred and eighty yards along

PART II. —*cont.*

the railway of the Company and four hundred yards along the railway of the Cheshire Lines Committee from the bridge carrying the railway of the Cheshire Lines Committee over the railway of the Company;

Lands in the parish of Acton in the rural district of Northwich on the north-east side of and adjoining the Crewe to Warrington railway of the Company extending—

(*a*) from Pikenall Lane for a distance of five hundred and fifty-three yards south-eastwards;

(*b*) between Pikenall Lane and Cliff Lane;

(*c*) extending from Cliff Lane for a distance of five hundred and eighty-three yards north-westwards:

In the county of Worcester—

Lands in the parish of Eckington in the rural district of Pershore on the west side of and adjoining the Birmingham to Gloucester railway of the Company extending between points respectively four hundred and fifty-three yards and six hundred and eighty-five yards measured in a southerly direction from the south end of the platforms at Eckington station.

For protection of Mid-Cheshire Electricity Supply Company Limited and North Wales Power Company Limited.

24. For the protection of the Mid-Cheshire Electricity Supply Company Limited and the North Wales Power Company Limited (in this section respectively referred to as " the power company ") the following provisions shall unless otherwise agreed in writing between the Company and the power company apply and have effect:—

(1) In this section " apparatus " means all or any works (as defined in the Electric Lighting Act 1882) belonging to the power company:

(2) The Company shall not in exercise of the powers conferred upon them by this Act acquire any apparatus or acquire any interest in any lands in through under or over which the power company possess an easement or right of constructing or maintaining any apparatus except subject to that easement or right:

(3) (*a*) Before commencing to execute or do on any lands acquired under the powers of this Act any work or thing which may affect any apparatus or interfere with or render less convenient the access to any apparatus the Company shall give twenty-eight days' notice to the power company of their intention to execute such work or do such thing and

PART II. —*cont.*

shall at the same time deliver a plan and section of any work or (as the case may be) a description of any thing proposed to be executed or done;

(*b*) If it should appear to the power company that the execution of such work or the doing of such thing would interfere with or endanger any apparatus or interfere with or impede the supply of electricity by the power company or interfere with or render less convenient the access to any apparatus the power company may raise lower or otherwise alter the position of such apparatus or support the same or substitute temporarily or otherwise other apparatus or lay or construct new apparatus in such position (whether under upon or above ground) and in such manner as may be considered necessary or lay or place under around or over any apparatus pipes ducts cement concrete or other protective material;

(*c*) Any difference as to the necessity of such raising lowering alteration support substitution laying construction of apparatus or placing of pipes ducts cement concrete or other protective material (hereinafter referred to as "protective works") shall be settled by arbitration as hereinafter provided;

(*d*) The Company shall on the completion of the protective works pay to the power company the reasonable expenses incurred by them in the execution thereof:

(4) Where the Company require to alter the position of or interfere with any apparatus the provisions of section 15 of the Electric Lighting Act 1882 and of section 17 of the schedule to the Electric Lighting (Clauses) Act 1899 shall (mutatis mutandis and subject to the provisions of subsection (5) of this section) apply in relation to such alteration or interference whether or not such apparatus is under a street or place authorised to be broken up by the Company and shall be deemed to extend to any apparatus laid down erected or constructed upon or above the level of the ground and the Company shall not alter the position of or interfere with any apparatus except in accordance with and subject to the said provisions as applied and extended as aforesaid:

(5) Any difference which may arise between the Company and the power company under this section or under section 15 of the said Act of 1882 or section

17 of the schedule to the said Act of 1899 as respectively applied or extended by this section shall be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

For protection of Imperial Chemical Industries Limited.

25. For the protection of Imperial Chemical Industries Limited and any of their subsidiary or associated companies (all of which companies are hereinafter in this section referred to as "the owners") the following provisions shall notwithstanding anything contained in this Act or shown upon the originally deposited plans and sections and unless otherwise agreed in writing between the Company and the owners apply and have effect:—

(1) The Company shall not under the powers of this Act enter upon take use or appropriate the land in the parish of Moulton numbered 4 upon the originally deposited plans except such portion of such land as is actually required for the purpose of widening the Crewe to Warrington railway of the Company:

(2) Notwithstanding the acquisition by the Company of the lands in the parish of Acton numbered 14 and 15 upon the originally deposited plans the owners shall at all times be entitled to maintain their existing pipes and cables and to lay down and maintain six additional lines of pipes and two cables in or under such lands and to enter upon such lands for such purposes:

(3) If by reason of the exercise of the powers of this Act or the widening of the said railway the Company require to alter any road or bridge giving access to any of the lands of the owners which may be acquired by the Company under this Act or any siding which is reasonably required for the traffic of the owners such alteration shall be executed by and at the expense of the Company and in accordance with plans specifications and sections to be submitted to and to be subject to the reasonable approval of the owners and shall be executed to the reasonable satisfaction of the engineer of the owners:

Provided that if the owners shall not signify their approval or disapproval of any plans specifications or sections within twenty-eight days after they shall have been submitted the owners shall be deemed to have approved thereof:

PART II. —*cont.*

(4) Any difference which may arise between the Company and the owners under this section shall be determined by an arbitrator to be agreed upon or failing agreement to be appointed by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

Saving for Weaver Navigation Trustees.

26. Notwithstanding anything in this Act the Company shall not under the powers of this Act enter upon take use or appropriate otherwise than by agreement any part belonging to the Weaver Navigation Trustees of the lands numbered on the originally deposited plans 2 in the parish of Davenham in the rural district of Northwich and the protection afforded to the Weaver Navigation Trustees by section 17 of the London and North Western Railway Act 1900 shall be extended to include any works that may be constructed by the Company on the said land or on adjacent land in the vicinity of the Weaver Navigation.

Period for compulsory purchase of lands.

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

Extinction of private rights of way.

28. All private rights of way over any lands which the Company are authorised by this Act to acquire compulsorily shall as from the date of the acquisition of such lands by the Company be extinguished Provided that the Company shall make compensation to all persons 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.

Repair of roads where level not permanently altered.

29. 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 railways by a bridge or bridges or the immediate approaches thereto except so far as the level of such road public highway or approaches is permanently altered so as to increase the gradient:

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

Stopping up roads and footpaths in case of diversion.

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

PART II. —*cont.*

the district in which the existing road or footpath is situate and is open for public use or in case of difference between the Company and the road authority until the Minister of Transport shall have certified that the new road or footpath has been completed to his satisfaction and is open for public use.

Before applying to the Minister of Transport for his certificate the Company shall give to the road authority 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 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 stopped up so far as the same is bounded on both sides by land of the Company:

Provided that the Company shall make compensation to all persons 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.

31. 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 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 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.

Underpinning of houses near railways and works.

32. 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

PART II. —*cont.*

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 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 dispute the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Acts 1889 to 1934 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

PART II. —*cont.*

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 certain owners to grant easements.

33. 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.

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

Costs of arbitration in certain cases.

35.—(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

PART II. —*cont.*

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 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 High Court 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 the High Court 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 subsequently 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.

Power to make agreements with road authorities.

36.—(1) 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 or interfered with in 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 in reference to any other matters relating thereto. PART II. —*cont.*

(2) 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.

(3) The purposes of this section shall be deemed to be purposes for which a local or road authority may incur expenditure and borrow money.

Compensation in case of recently acquired interest.

37. For the purposes of determining any question of disputed compensation payable in respect of lands taken under the powers of this Act the tribunal shall not award any sum of money for or in respect of any improvement alteration or building made or for or in respect of any interest in the land created after the first day of November one thousand nine hundred and forty-six if in the opinion of the tribunal the improvement alteration or building or the creation of the interest in respect of which the claim is made was not reasonably necessary and was made or created with a view to obtaining or increasing compensation under this Act.

Correction of errors in deposited plans and book of reference &c.

38.—(1) If there be any omission misstatement or wrong description of any lands or of the owners lessees or occupiers of any lands shown on the originally deposited plans or the substituted plan as the case may be or specified in the originally deposited or the substituted book of reference as the case may be the Company after giving ten days' notice to the owners lessees and occupiers of the lands in question may apply to two justices having jurisdiction in the place in which the lands are situate for the correction thereof.

(2) If on any such application it appears to the justices hearing the application that the omission misstatement or wrong description arose from mistake they shall certify the same accordingly and they shall in their certificate state the particulars of the omission and in what respect any such matter is misstated or wrongly described.

(3) Such certificate shall be deposited with the clerk of the county council and a duplicate thereof shall be deposited with the clerk of the county district in which the lands are situate and if the lands are situate in a rural parish having a parish council also with the clerk of that council and thereupon the originally deposited plans or the substituted plan as the case may be or the originally deposited or the substituted book of reference as the case may be shall be deemed to be corrected

PART II. —*cont.*

according to such certificate and it shall be lawful for the Company to take the lands and execute the works in accordance with such certificate.

(4) Such certificate and duplicates respectively shall be kept by such clerks respectively with the other documents to which the same relate.

As to private street expenses in certain cases. 38 & 39 Vict. c. 55. 26 Geo. 5. & 1 Edw. 8. c. 49.

39.—(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 Act 1936 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.

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

40. And whereas 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 originally deposited plans or the substituted plan as the case may be 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 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:

PART II. —*cont.*

(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 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.

Confirmation of purchase of lands by Company.

41. The Company may hold use and appropriate for the general purposes of their undertaking the following lands and premises which have already been acquired by them and the purchase or acquisition thereof is hereby sanctioned and confirmed:—

PART II. —*cont.*

In the county of Stafford—

Lands in the urban district of Stone on the north-east side of and adjoining the Macclesfield to Colwich railway of the Company.

Application of certain sections of London Midland & Scottish Railway Acts 1924 and 1933. 14 & 15 Geo. 5. c. liv. 23 & 24 Geo. 5. c. xxxiii.

42.—(1) The provisions 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 which have from time to time been acquired or held or which under this Act may hereafter be acquired or held by the Company.

(2) The provisions of section 31 (Power to hold sell or otherwise dispose of lands) of the London Midland and Scottish Railway Act 1933 shall extend and apply to any lands from time to time acquired or held or which under the powers of this Act may hereafter be acquired or held by the Company.

(3) The provisions of any Act relating to any railway of the Company similar to sections 127 to 131 of the Lands Clauses Consolidation Act 1845 shall cease to apply to any land which is now vested in the Company.

(4) The provisions of this section shall extend and apply to the Company and any other company in respect of land or premises vested in them jointly and to any joint committee incorporated or constituted by Act of Parliament on which the Company may be represented in respect of land or premises vested in such joint committee.

Removal of bridge over river Nene. 28 & 29 Vict. c. cccIv. 30 & 31 Vict. c. cxxiii.

43.—(1) The Company shall have power subject to the provisions of this Act to remove the viaduct constructed pursuant to section 43 of the Bedford and Northampton Railway Act 1865 as extended and applied by the Bedford and Northampton Railway Act 1867.

(2) The removal of the viaduct including the piers abutments foundations and embankments or any part thereof which in the opinion of the River Nene Catchment Board affect the river Nene shall be carried out in accordance with the reasonable requirements of the River Nene Catchment Board.

(3) When the removal of the viaduct has been carried out to the reasonable satisfaction of the River Nene Catchment Board the board shall issue a certificate accordingly and thereupon the Company shall be discharged from all liability to maintain the towing-paths banks guiding piles and other works referred to in section 43 of the said Act of 1865 and from all other obligations or duties imposed by the said Act relating to the river Nene or to the flow of water therein or to the said banks and towing-paths.

PART II. —*cont.*

(4) Any differences which may arise between the Company and the board with reference to the provisions of this section (other than a difference as to the construction or meaning thereof but including the right of the Company to a certificate) shall be determined by an arbitrator to be agreed upon between the parties to such differences or failing agreement to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

Repeal of part of section LXXXIV of Manchester Bolton and Bury Canal and Railway Act 1831.

44. The proviso in section LXXXIV of the Manchester Bolton and Bury Canal and Railway Act 1831 requiring the company of proprietors therein mentioned to maintain and keep in repair the collateral branch railway with it stages staiths sidings and turnouts therein referred to is hereby repealed and the Company shall be released from liability for maintaining the said collateral branch railway in working order as a railway:

Provided always that nothing in this section shall alter repeal prejudice or affect any statutory provisions in force at the passing of this Act for the protection of any owner lessee or occupier of any property or for the protection or benefit of any public trustees or commissioners corporation or person specifically named in such provision except in so far as such provision may contain a right to use the said collateral branch railway.

PART III.

MANCHESTER BOLTON AND BURY CANAL.

Agreements relating to abandoned canal.

45.—(1) The Company on the one hand and any local authority county council highway authority or statutory water undertaker or the Catchment board on the other hand may enter into and carry into effect agreements with respect to the maintenance of the abandoned canal or any part thereof the culverts works structures and erections connected therewith or the adjacent watercourses or the bridges carrying highways over the abandoned canal or the emptying of the abandoned canal or any part thereof or for the transfer to and vesting in any such contracting party of the whole or any portion of the abandoned canal or any such culverts watercourses works structures erections or bridges:

Provided that a statutory water undertaker shall not exercise any of the powers of this section for the purpose of their water undertaking except with the consent of the Minister of Health.

PART III. —*cont.*

(2) In this section—

"statutory water undertakers" means any company local authority board committee or other person supplying water under an enactment and also includes any local authority authorised to supply water by the Public Health Act 1936 but not actually supplying water under that Act but the said expression does not include a railway company or navigation authority having statutory power to sell surplus water or any body or person supplying water solely for the purpose of producing motive power by hydraulic pressure;

"enactment" means any Act of Parliament whether public general local or private any statutory order or any provision in an Act of Parliament or statutory order.

(3) This section shall take effect subject to the provisions of the section of this Act of which the marginal note is "For protection of Bolton Corporation."

Application of Land Drainage Act 1930. 20 & 21 Geo. 5. c. 44.

46. In the application of the Land Drainage Act 1930 the following provisions of that Act for the protection or benefit of navigation authorities shall not apply to the abandoned canal or to the Company as owners thereof:—

Subsection (12) of section 35.

Subsection (8) of section 44.

Subsection (9) of section 47.

Provision of fences.

47.—(1) The Company at their own expense shall maintain all boundary fences existing and maintainable by them at the date of the passing of this Act between the abandoned canal and any lands (including any highway) adjoining it and shall also construct and maintain proper and sufficient fences between the abandoned canal and any lands (including any highway) adjoining it if it shall become necessary for preventing danger to cattle or the straying of cattle in consequence of a sufficient depth of water not being maintained in the abandoned canal.

(2) The Company if reasonably requested so to do by the owner or occupier of land adjoining the abandoned canal shall erect and maintain fences in continuation of any existing fence bounding the land or any part of the land belonging to or occupied by such owner or occupier across the abandoned canal to meet the fence along the towpath.

PART III. —*cont.*

Compensation.

48. If the owner lessee or occupier of any land or premises abutting on or near to the abandoned canal shall suffer any damage injury or loss in consequence of the Company failing to comply with any of the obligations imposed upon them by this Part of this Act the Company shall make to such owner lessee or occupier such compensation as may be agreed between the Company and such owner lessee and occupier or in default of agreement settled by arbitration.

Prevention of nuisance.

49. If for any reason any part of the abandoned canal shall be in such a condition as to be prejudicial to health or a nuisance such condition or nuisance shall be a statutory nuisance for the purposes of Part III of the Public Health Act 1936 and the county council of the administrative county in which such part of the abandoned canal is situate may in addition to a local authority enforce the provisions of the said Part III in respect of this section:

Provided that in the case of such a condition or nuisance being alleged nothing in this section shall be deemed to impose any liability on the Company or any person unless the condition or nuisance arises or continues by the act or default of the Company or such person as the case may be.

Obligations to apply on transfer.

50. In the event of the Company transferring selling or disposing of the whole or any part of the abandoned canal or any culverts works structures or erections (other than bridges transferred to highway authorities) connected therewith respectively the provisions contained in this Act relating to the property so transferred sold or disposed of (in this section referred to as " the protective provisions ") shall with respect to such property apply and have effect as if the person in whom that property is for the time being vested had been named in the protective provisions instead of the Company.

For protection of Lancashire County Council.

51. For the protection of the county council the following provisions shall unless otherwise agreed between the county council and the Company apply and have effect within the county:—

(1) In this section—

" the bridge " means the county bridge over the abandoned canal in the urban district of Kearsley in the county known as Ringley canal bridge;

" the aqueduct " means the bridge or aqueduct known as Hall Lane canal bridge in the urban district of Little Lever in the county by which the abandoned canal and the towing-paths thereof are carried over a county road (in this section referred to as " the county road ") leading from Little Lever to Moses Gate;

PART III. —*cont.*

"the improvement" means and includes the widening of the county road to a width including any footpaths not exceeding sixty feet the removal of the aqueduct and all other works including the removal or alteration of the abutments of the aqueduct and the embankment of the abandoned canal on either side of the aqueduct necessary for and incidental to such widening:

(2) The county council shall be entitled to widen improve re-align lower or otherwise deal with the bridge or to substitute therefor a solid embankment or roadway of such width as they may require and the Company shall if and when required in writing so to do by the county council grant to the county council such easements in perpetuity in or over the bed or banks of the abandoned canal and other the land and property of the Company held by them as part of their canal undertaking at or adjoining or in the near neighbourhood of the bridge as the county council may reasonably require for any such purpose together with the right to the county council their contractors agents workmen and servants to enter upon the property of the Company so far as may be necessary for the purposes of this subsection:

(3) The Company shall as soon as reasonably practicable after the date of the passing of this Act commence and thereafter proceed with reasonable dispatch at their own expense to drain to fill up with spoil earth or other material and to make level with the surface of the towing-paths so much of the abandoned canal as lies under the bridge and may make and maintain such culverts and openings through any such widened and improved bridge or under or through any embankment or other work as are in this section referred to as may be reasonably necessary:

(4) The said culverts and openings shall be constructed in accordance with drawings and specifications to be previously approved in writing by the engineers of the county council and the catchment board and to the reasonable satisfaction of the said engineers and shall be maintained by the Company:

(5) Where the county council under subsection (2) of this section require an easement across the abandoned canal or over any other land of the Company owned by them as part of their canal undertaking for the purpose of reconstructing the bridge or constructing an embankment either in the line of the road as it

PART III. —*cont.*

exists at the date of the passing of this Act or in a new position reasonably desired by the county council such easement so far as it does not exceed a width of twenty-eight feet and such further width as is necessary for the construction of an embankment for supporting such road shall be granted without any payment or other consideration or legal costs but otherwise in so far as such easement is over other land of the Company owned by them as part of their canal undertaking shall be for such payment or other consideration as shall be determined failing agreement by arbitration:

(6) (*a*) The Company may at any time and shall as soon as reasonably practicable after the request in writing by the county council so to do commence and thereafter proceed with reasonable dispatch at their own expense to complete a dam across the abandoned canal on each side of the aqueduct and shall empty of water so much of the abandoned canal as is situate between the said dams;

(*b*) The said dams shall be constructed in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the county council and under the superintendence of the engineer of the county council and shall be sited in such manner as to permit surplus spoil and materials arising from the demolition of the aqueduct and carrying out of the improvement to be deposited in the abandoned canal The said dams shall be maintained by and at the expense of the Company:

(7) As soon as reasonably practicable after the completion of the dams referred to in subsection (6) of this section the Company shall convey to the county council free of cost all their estate right title and interest in the aqueduct and in the lands in on or over which the aqueduct is situate and in all property plant machinery appliances and apparatus belonging to the Company and forming part of or used by them in connection with so much of the abandoned canal and the towing-paths thereof as is carried on or over the aqueduct and shall if and when required in writing by the county council so to do dedicate (free of cost to the county council) as part of the highway such of the land and property of the Company at or adjoining or in the near neighbourhood of the aqueduct as may reasonably be

required for the purposes of the improvement including the battering of the slopes of the widened county road:

(8) Upon the date of the completion of the conveyance referred to in subsection (7) of this section (which date is in this section referred to as "the vesting date") all liability (if any) of the Company for the maintenance of so much of the abandoned canal as is conveyed to the county council and of the aqueduct shall be transferred to and vest in the county council by virtue of this Act and the county council shall indemnify and keep indemnified the Company from and against all claims demands actions proceedings costs and expenses which may be made or taken against or incurred by the Company by reason or in consequence of any failure after the vesting date to maintain any such portion of the abandoned canal or the aqueduct:

(9) The Company shall on the date of the passing of this Act pay to the county council the sum of two thousand five hundred pounds:

(10) The county council shall be entitled at any time at their own expense to take down demolish and remove or to alter the aqueduct and so much of the abandoned canal as is situate between the said dams as may be necessary so as to provide for the improvement:

Provided that nothing in this Act shall require the county council to carry out the improvement until they think fit to do so:

(11) The Company shall afford to the county council their contractors agents and workmen such rights of entry upon the property of the Company and all such other facilities as may be reasonably necessary for the execution of the improvement:

(12) In the execution of the improvement the county council shall not to any greater extent than shall be reasonably necessary in the course of such execution cause any injury or damage to the canal works and property of the Company and if any such injury or damage shall arise from the acts or operations of the county council all such injury or damage shall forthwith be made good by the county council at their own expense and to the reasonable satisfaction of the said engineer and the county council shall indemnify the Company from all claims in respect of such injury or damage In the event of

PART III. —*cont.*

the county council failing to make good such injury or damage the Company may make good the same and do all such repairs and things as may be reasonably requisite and recover the reasonable expense thereof from the county council.

For protection of Bolton Corporation.

52. For the protection of the corporation the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect:—

(1) In this section "the signed plans" means the plans signed in duplicate by Reginald Percy Humphrys on behalf of the Company and by Philip Sydney Rennison on behalf of the corporation:

(2) As soon as reasonably practicable after the date of the passing of this Act the Company in consideration of the payment to them by the corporation of the sum of seven thousand pounds shall sell and convey to the corporation all their estate right title and interest in the lands coloured red on the signed plans subject to any ground rent payable by the Company in respect thereof and in all works aqueducts bridges and buildings of whatever nature or description situate therein or thereon and in all plant machinery appliances apparatus and property belonging to the Company and forming part of or used by them in connection with so much of the abandoned canal as is comprised within the said lands coloured red:

Provided that there shall be excepted out of such sale and conveyance and the Company shall be entitled to retain all their estate right title and interest in the two railway viaducts shown by a blue colour on the signed plans and there shall be reserved to the Company all such rights or easements in over or across the said lands coloured red as may be reasonably necessary for the purpose of obtaining access to and of inspecting maintaining repairing or renewing the said viaducts or either of them:

(3) Upon the date of the completion of the said sale and conveyance referred to in subsection (2) of this section (which date is hereinafter referred to as "the vesting date") all liability (if any) of the Company for the maintenance of so much of the abandoned canal as is conveyed to the corporation and of any aqueducts forming part thereof and of any bridges conveyed to the corporation and the roads thereover shall be transferred to and vest in the corporation by virtue of this Act and the corporation shall indemnify and keep indemnified the Company from

and against all claims and demands actions proceedings costs and expenses which may be made or taken against or incurred by the Company by reason or in consequence of any failure after the vesting date to maintain any such portion of the abandoned canal or any such aqueducts bridges or roads as aforesaid:

(4) The Company shall on or before the vesting date pay to the corporation the sum of ten thousand pounds in consideration of their being relieved of the liability referred to in subsection (3) of this section:

(5) Notwithstanding anything contained in this or any other enactment the corporation by themselves or their agents shall be at liberty on and after the vesting date—

(*a*) to empty of water all or any part or parts of so much of the abandoned canal as is conveyed to them and to fill up and make level all or any such part or parts with spoil earth or other material; and

(*b*) to take down and remove all or any aqueducts situate in the borough and forming part of the abandoned canal; and

(*c*) to widen improve re-align lower or otherwise deal with all or any of the following bridges or to substitute therefor solid embankments or roadways of such widths as they may require The bridges hereinbefore referred to in this paragraph are the following:—

(i) any bridge in the borough by which any public carriage road is carried over the abandoned canal;

(ii) the private road bridge over the abandoned canal in the urban district of Kearsley known as Kilcoby Bridge number 36;

(iii) the private road bridge over the abandoned canal in the urban district of Whitefield known as Rhodes Bridge number 33:

(6) (*a*) The Company shall as soon as practicable after notice in writing by the corporation so to do commence and thereafter proceed with reasonable dispatch at their own expense to complete a dam across the abandoned canal on a line drawn between the points marked X and XI on the signed plans;

PART III. —*cont.*

(*b*) The said dam shall be constructed in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the corporation and under the superintendence of the engineer of the corporation Any difference between the Company and the corporation with respect to such plans sections and particulars shall be referred to and determined by an arbitrator to be agreed upon between the parties or failing such agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such reference and determination.

For protection of Kearsley Urban District Council.

53. For the protection of the urban district council of Kearsley (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Company apply and have effect:—

The Company shall as soon as reasonably practicable after the date of the passing of this Act commence and thereafter proceed with reasonable dispatch at their own expense to drain to fill up with spoil earth or other material and to make level with the surface of the towing-paths so much of the abandoned canal as lies between Ringley Lock and Tower Road Ringley and such works of drainage filling up and levelling shall be commenced at the Ringley canal bridge.

For protection of Little Lever Urban District Council.

54. For the protection of the urban district council of Little Lever (in this section referred to as "the council") the following provisions shall unless otherwise agreed between the council and the Company apply and have effect:—

The Company shall as soon as reasonably practicable after the date of the passing of this Act commence and thereafter proceed with reasonable dispatch at their own expense—

(*a*) to fill up with spoil earth or other material and to make level with the surface of the adjoining land the disused locks known as the Prestolee Locks and forming part of the abandoned canal; and

(*b*) to make a path of a width of not less than six feet between the towing paths of the abandoned

PART III. —*cont.*

canal on either side of the point near Wellfield Farm Nob End where the canal bank has collapsed:

Provided always that nothing in this section shall be deemed to be an admission or construed as evidence of any right of user of the towpath by the public or by any person and provided further that the Company shall not be under any obligation of maintenance in respect of the said path.

For protection of Rivers Mersey and Irwell Catchment Board.

55. For the protection of the catchment board the following provisions shall unless otherwise agreed between the catchment board and Company apply and have effect:—

(*a*) The Company shall to the reasonable satisfaction of the catchment board so maintain the abandoned canal that the use thereof as an efficient part of the land drainage system of the catchment area to the extent to which the abandoned canal was immediately before the passing of this Act so used shall not be impaired;

(*b*) The Company may with the consent of the catchment board (which consent shall not be unreasonably withheld) substitute for the abandoned canal or any portion or portions thereof reasonably suitable alternative provision for the purpose of land drainage.

Stopping up rights of way.

56.—(1) The county council may in connection with any works carried out or proposed to be carried out by them in pursuance of the section of this Act of which the marginal note is " For protection of Lancashire County Council " stop up and remove so much of the towpath of the abandoned canal as passes over the aqueduct defined in the said section or as passes under the bridge therein defined.

(2) The corporation may in connection with any works carried out or proposed to be carried out by them in pursuance of the section of this Act of which the marginal note is " For protection of Bolton Corporation " stop up so much of the towpath of the abandoned canal as passes under any bridge conveyed to the corporation in accordance with that section.

(3) From and after the stopping up of any portion of the towpath of the abandoned canal pursuant to this section all public and private rights of way (if any) over such portion thereof shall cease and determine and the county council or the corporation as the case may be shall make 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

PART III. —*cont.*

Acts with reference to the taking of lands otherwise than by agreement as modified by this Act.

Arbitration.

57.—(1) Any difference which may arise under the provisions of the sections of this Act of which the marginal notes are "Provision of fences" and "Compensation" between the Company and the owner or occupier of any land (including any highway) other than differences as to the construction or meaning thereof shall be determined by an arbitrator to be agreed upon between the parties to such difference or failing agreement to be appointed on the application of any such party after notice in writing to the other by the President of the Royal Institution of Chartered Surveyors and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to such arbitration.

(2) Any difference other than that referred to in subsection (1) of this section which may arise between the Company the county council the corporation the catchment board the Little Lever Urban District Council and the Kearsley Urban District Council or any two or more of them with reference to the provisions of this Part of this Act (other than a difference as to the construction or meaning thereof) shall be determined by an arbitrator to be agreed upon between the parties to such difference or failing agreement to be appointed on the application of any such party after notice in writing to the other or others by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Acts 1889 to 1934 shall apply to any such arbitration.

PART IV.

POWERS TO THE GREAT NORTHERN AND LONDON AND NORTH WESTERN JOINT COMMITTEE.

Power to committee to divert footpath.

58. Subject to the provisions of this Act the committee may in the manner shewn on the originally deposited plans divert the footpath from Owston to Halstead in the parish of Tilton in the rural district of Billesdon in the county of Leicester across the Melton Mowbray to Hallaton railway of the committee.

Application to this Part of Act of certain provisions of Part II of this Act.

59. The provisions of the sections of this Act of which the marginal notes are respectively as follows shall extend and apply to the committee and to the footpath by this Part of this Act authorised to be diverted by them as if the said sections were enacted in this Part of this Act with the substitution of references to the committee for references to the Company:—

"Stopping up roads and footpaths in case of diversion";

"Further provision as to repair of roads and footpaths."

PART V.

MISCELLANEOUS.

Amendment of London and North Western Railway Act 1900.

60. Section 28 (For the protection of the vestry of St. Pancras) of the London and North Western Railway Act 1900 as amended by the London Midland and Scottish Railway Act 1933 and the London Midland and Scottish Railway Act 1936 shall have effect as if at the beginning of the said section there were inserted the words "The following provisions of this section shall except in so far as may be otherwise agreed in writing between the Company on the one hand and the London County Council and the mayor aldermen and councillors of the metropolitan borough of Saint Pancras on the other hand be in force and have effect:—".

Saving for town and country planning.

61.—(1) The provisions of the Town and Country Planning Acts and of any order scheme or regulation made under those Acts or under any enactment repealed by those Acts so far as those provisions are from time to time in force in respect of the land on which any development within the meaning of those Acts is carried out under this Act shall apply to that development.

(2) In this section the expression "Town and Country Planning Acts" means—

(*a*) the Town and Country Planning Acts 1932 and 1943 the Town and Country Planning Act 1944 and the New Towns Act 1946; and (22 & 23 Geo. 5. c. 48. 6 & 7 Geo. 6. c. 29.)

(*b*) any public general Act passed or to be passed in the present session repealing amending or extending the provisions of those Acts. (7 & 8 Geo. 6. c. 47. 9 & 10 Geo. 6. c. 68.)

Recovery of demands.

62. 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 an action founded on contract or tort.

Provision as to general railway Acts.

63. Nothing herein contained shall be deemed or construed to exempt the railways by this or the said recited Acts authorised to be made from the provisions of any general Act relating to railways now in force or which may hereafter pass during this or any future session of Parliament.

Extent of Act.

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

Costs of Act.

65. 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 substituted plan.	Description of property in substituted book of reference.
	RAILWAY No. 1.	
Urban district of Hucknall	3	Storage buildings chicken houses and runs and garden.
	5	Private roadway and railway siding.
	17	Sewage farm stream and watercourse.

Area.	No. on originally deposited plans.	Description of property in originally deposited book of reference.
	ADDITIONAL LANDS AT WINSFORD.	
Urban district of Winsford	6	Chicken runs.
	7	Field and slope telegraph pole and private roadway.
	10	Garden and shed.
	14	Field and railway siding.
Rural district of Northwich— Parish of Moulton ...	3	Field and occupation roadway.
	ADDITIONAL LANDS AT HARTFORD.	
Parish of Hartford	7	Gardens.
	ADDITIONAL LANDS AT ECKINGTON.	
Rural district of Pershore— Parish of Eckington ...	1	Railway line occupation crossing and land.

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