



CHAPTER xvi.

An Act to empower the London Midland and Scottish Railway Company to construct railways and works and to acquire lands to extend the time for the compulsory purchase of certain lands and for the completion of certain works and for other purposes. A.D. 1927.
[29th June 1927.]

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

And whereas it is expedient that the periods now limited for the compulsory purchase of certain lands by the Company and for the completion of certain railways by the Company jointly with the London and North Eastern Railway Company and by the South Yorkshire Joint Line Committee should be extended as provided by this Act :

And whereas the Company have agreed to carry out certain works for the improvement of the navigation of the River Leven and other works for the protection of the lands drained by Ulpha Cragg provided that they are relieved of the obligations imposed upon them as successors of the Ulverstone and Lancaster Railway Company by section 31 (For protection of the Port of

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A.D. 1927. — Ulverstone) and section 34 (As to compensation for injury to lands drained by Ulpha Cragg) of the Ulverstone and Lancaster Railway Act 1851 and it is expedient that those sections should be repealed :

And whereas it is expedient that some of the powers and provisions of existing Acts relating to the qualification of directors of the Company should be varied :

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

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

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

And whereas the objects of this Act cannot be attained without the authority of Parliament :

May it therefore please Your Majesty that it may be enacted and be it enacted by the King's most Excellent Majesty by and with the advice and consent of the Lords Spiritual and Temporal and Commons in this present Parliament assembled and by the authority of the same as follows :—

Short title.

1. This Act may be cited for all purposes as the London Midland and Scottish Railway Act 1927.

Interpretation.

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

“The Company” means the London Midland and Scottish Railway Company;

“The railways” means the railways by this Act authorised; A.D. 1927.

“Parish” means any parish or township or other place for which a separate poor rate is or can be made or for which a separate overseer is or can be appointed;

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

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

The Lands Clauses Acts :

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

The Railways Clauses Consolidation Act 1845; and

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

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

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Power to
Company to
construct
railways
and works.

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

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

In the county of Nottingham—

A railway (to be called the “Rolleston West Curve”) 1 mile 6 chains in length situate in the parishes of Fiskerton-cum-Morton Rolleston and Southwell in the rural district of Southwell commencing in the said parish of Fiskerton-cum-Morton by a junction with the Company’s Nottingham and Lincoln Railway at a point 16 yards measured along that railway in a north-easterly direction from the Causeway Lane level crossing of the said railway and terminating in the said parish of Southwell by a junction with the Company’s Rolleston and Southwell Railway at a point 364 yards measured along that railway in a north-westerly direction from the level crossing of that railway by the footpath leading from the Southwell and Fiskerton Road to Upton Mill :

In the west riding of the county of York—

A railway (to be called the “Connecting line between Oakenshaw and Crofton”) 5 furlongs 2·8 chains in length situate in the parishes of Warmfield-cum-Heath and Crofton in the rural district of Wakefield commencing in the said parish of Warmfield-cum-Heath by a junction with the Company’s Derby and Leeds Railway at a point 17 yards measured along that railway in a north-easterly direction from the centre of the bridge carrying

Doncaster Road over that railway and terminating in the said parish of Crofton by a junction with the Company's Wakefield Pontefract and Goole Railway at a point 206 yards measured along that railway in a north-easterly direction from the centre of the bridge carrying that railway over Doncaster Road:

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In the county of Flint—

A road diversion wholly in the borough of Flint 11·5 chains in length commencing at a point in Castle Road 40 yards measured in an easterly direction from the junction of that road with Chester Street and terminating at a point in Castle Road 47 yards measured along that road in a south-westerly direction from the junction of that road with Marsh Lane.

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

For protection of Southwell Rural District Council.

- (1) The diversion of the road from Southwell to Fiskerton numbered on the deposited plans 18 in the parish of Fiskerton-cum-Morton by this Act authorised shall be made by the Company with a minimum width of thirty feet between the fences and shall be carried over the Rolleston West Curve by means of a bridge having a minimum width of thirty feet between the parapets and approaches of similar width and with gradients not steeper than 1 in 30:
- (2) So much of the diversion of the said road as shall be situate on the bridge and its approaches shall be metalled to the full width of thirty feet between the fences Provided that until the existing road is metalled to the width of thirty feet the metalling on the last hundred feet at the foot of each approach to the bridge may taper to the width of the existing metalled

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surface at the points of junction of the diversion with the existing road from Southwell to Fiskerton :

- (3) The diversion of the said road shall be constructed by and at the expense of the Company with all proper drains watercourses and gullies for ensuring adequate surface water drainage and in accordance with plans and sections to be approved by and to the reasonable satisfaction of the engineer to the council :
- (4) If the council shall at any time require to construct or lay under or across any portion of the Rolleston West Curve any sewer drain or pipe in connection with the sewage drainage water supply or other public works of their district the Company shall afford the council all reasonable facilities for the construction or laying of such sewer drain or pipe and shall not charge any way-leave in respect thereof and the council shall at their own expense carry out such works as far as the same may be under or across the railway under the supervision and to the reasonable satisfaction of the engineer of the Company and in accordance with plans sections and specifications to be previously submitted to and reasonably approved by the engineer of the Company but the existence of any such sewer drain or pipe shall not be deemed or claimed to prevent the full use and development of the property of the Company Provided that if the Company so elect they shall be at liberty at the expense of the council to carry out themselves the said works so far as they affect the property of the Company :
- (5) If any difference shall arise between the council and the Company or either of them under this section the same shall be referred to and determined by an engineer to be appointed in default of agreement by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

7. For the protection of the county council of the west riding of Yorkshire (in this section referred to as "the council") the following provisions shall have effect unless otherwise agreed in writing between the Company and the council with regard to the railway by this Act authorised in the west riding of Yorkshire and to be called the "Connecting line between Oakenshaw and Crofton" (in this section referred to as "the railway") (that is to say):—

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For pro-
tection of
West
Riding
County
Council.

(1) The Company shall construct and thereafter maintain at their own expense a culvert for carrying the stream or watercourse known as Red Beck under the railway at about 2 furlongs 8 chains from the commencement of the railway such culvert to be at least four feet in height and four feet in width (internal measurements) and to be constructed in accordance with plans sections and particulars previously submitted to and reasonably approved by the council and to their reasonable satisfaction and under their superintendence if after reasonable notice from the Company they shall choose to be represented by their drainage officer or other representative. The said culvert shall be so constructed as to provide for the free and uninterrupted passage at all times through and along the same of all water flowing to and along the said stream or watercourse :

(2) Any difference arising between the Company and the council under the provisions of 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 of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference to arbitration.

8. For the protection of the Flint Gas and Water Company Limited (in this section referred to as "the Flint Company") the following provisions shall unless otherwise agreed in writing between the Company and the Flint Company apply and have effect (that is to say):—

For pro-
tection of
Flint Gas
and Water
Company
Limited.

(1) In constructing the diversion by this Act authorised of Castle Road in the borough of

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Flint the Company shall so make up the roadway and footways thereon as to enable the Flint Company to lay down or place any apparatus in the diverted portion of road with a covering not less than the covering available at the passing of this Act in the portion of the existing road which is so diverted :

- (2) When the Company construct the diversion by this Act authorised of Castle Road in the borough of Flint the Flint Company may lay down or place new apparatus in the diverted portion of the road and connect the same with their apparatus in the existing road at the commencement and termination of the diversion and the Company shall on demand repay to the Flint Company the cost of providing such new apparatus and the costs charges and expenses reasonably incurred by the Flint Company in the laying down or placing thereof and connecting the same with the existing apparatus and in the cutting off of the mains of the Flint Company in the portion of the existing road between the commencement and termination of the diversion from the mains thus diverted and thereupon the apparatus of the Flint Company in the portion of the existing road between the commencement and termination of the diversion shall become the property of and vest in the Company Provided that if the new apparatus so laid down or placed by the Flint Company shall be of a larger size than that of the existing apparatus in the diverted portion of the existing road the Company shall only be required to repay to the Flint Company such proportion of the cost of providing and laying down or placing the new apparatus as shall represent the cost which would have been incurred by the Flint Company in providing and laying down or placing apparatus of similar size to that of the said existing apparatus :
- (3) If the Company acquire the lands numbered on the deposited plans 28 in the borough of Flint or any of those lands they shall not interfere with the access of the Flint Company to or the

user by the Flint Company of the existing gas and water mains of the Flint Company so far as they are situate on those lands :

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- (4) Notwithstanding the stopping up temporarily of any public street or place under the powers of this Act it shall be lawful for the Flint Company during such temporary stopping up to exercise the same rights of access as they now enjoy to all or any of their apparatus situate in or under any such street or place :
- (5) The Company shall not under the powers of this Act raise sink or otherwise alter the position of any apparatus of the Flint Company in any street or road or alter the level of any street or road so as to leave over any such apparatus a covering of less than three feet or more than five feet unless in the last-mentioned case the Company provide special means of access to the apparatus to the reasonable satisfaction of the engineer of the Flint Company :
- (6) At least twenty-eight days before commencing any works by this Act authorised which may affect any apparatus of the Flint Company the Company shall submit to the Flint Company detailed plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in emergency) a notice stating the date when it is proposed to commence the works :
- (7) If the Flint Company do not object to any such plans sections and particulars so submitted to them within twenty-eight days from the receipt thereof they shall be deemed to have approved them as submitted. The works to which the said plans sections and particulars respectively relate shall not be executed except in strict accordance therewith as approved by the Flint Company or as determined by arbitration as hereinafter provided :
- (8) If it should appear to the Flint Company that such works will interfere with or endanger or render useless or partially useless any of their apparatus or impede the supply of gas or water the Flint Company may give notice to the

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Company to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to lay new apparatus to connect up any apparatus or any part thereof rendered useless by any works of the Company in such manner as may be considered necessary and to lay or place under or over any apparatus cement concrete or other like substance Any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (hereinafter called "protective works") shall be settled as hereinafter provided and all such protective works shall (save as hereinafter provided) be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if given) of the engineer of the Flint Company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company :

- (9) If the Flint Company by notice in writing to the Company within fourteen days after the receipt by them of notice of the intended commencement by the Company of any such works of the Company so require the Flint Company may by their own engineer or workmen do and execute such protective works so far as they affect the apparatus of the Flint Company and the Company shall on completion thereof pay to the Flint Company the reasonable expenses incurred by them in the execution of such protective works The Company shall afford to the Flint Company all reasonable facilities for the purpose of enabling the Flint Company to carry out any works specified in such notice but if the Flint Company for fourteen days after receipt of any such notice neglect to proceed with all practicable diligence to carry out such works the Company may forthwith proceed with the works as if the notice had not been given :
- (10) The Flint Company may if they think fit employ such watchmen or inspectors as they may reasonably deem necessary to watch and

inspect the execution of any works under the powers of this Act so far as they affect any apparatus of the Flint Company and the reasonable wages of such watchmen or inspectors shall be borne and paid by the Company : A.D. 1927.
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- (11) In executing the works by this Act authorised and in carrying out any removal or alteration of or interference with any apparatus of the Flint Company the Company shall not interrupt the continuous supply of gas or water by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the Flint Company proper and sufficient substituted apparatus :
- (12) If any interruption in the supply of gas or water by the Flint Company shall without the written authority of the Flint Company be in any way occasioned either by reason of the exercise by the Company of the powers of this Act or by the act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them the Company shall forfeit and pay to the Flint Company for the use and benefit of the Flint Company a sum not exceeding ten pounds for every hour during which such interruption shall continue :
- (13) The expense of all repairs or renewals of any apparatus of the Flint Company or any works in connection therewith which may be rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :
- (14) The Company shall make reasonable compensation to the Flint Company for any loss or damage which they may sustain by reason of any interference with their apparatus or property or of the construction failure or user of the works by this Act authorised or by the exercise by the Company of the powers of this Act or by the act or default of the Company or of any of

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their contractors agents workmen or servants or any person in the employ of them or any or either of them The Company shall also indemnify the Flint Company in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the Flint Company :

(15) Any difference which shall arise under this section between the Company and the Flint Company or their respective engineers and any matter required to be referred to arbitration under this section shall be referred to an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Act 1889 shall apply to the reference In settling any question under this section an arbitrator shall have regard to any duties or obligations which the Flint Company may have under or in respect of their apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the Flint Company's apparatus is used :

(16) In this section the term " apparatus " means mains pipes hydrants syphons plugs lamp-posts and other apparatus for the supply of water and gas by the Flint Company.

For protection of Courtaulds Limited and the Holywell Company Limited.

9. For the protection of Courtaulds Limited their successors and assigns (all of whom are hereinafter included in the expression " Courtaulds Limited ") and of the Holywell Company Limited their successors and assigns (all of whom are hereinafter included in the expression " the Holywell Company ") the following provisions shall unless otherwise agreed between the Company and Courtaulds Limited or the Holywell Company as the case may be have effect (that is to say) :—

(1) In this section the expression " the signed plan " means the plan in elevation signed in duplicate by Alexander Newlands on behalf of the Company and Edgar Lee on behalf of

Courtaulds Limited and the Holywell Company and the expression "the railway" means the Chester and Holyhead main line of the Company : A.D. 1927.

- (2) If the Company shall acquire any part of the property numbered on the deposited plans 2 in the borough of Flint they shall grant to Courtaulds Limited or the Holywell Company as the case may be (free of charge) easements or rights of maintaining repairing renewing inspecting and using the siding sewers drains cables and wires in or under and across the lands so acquired by the Company subject to the right of the Company to alter or divert at their own expense such siding sewers drains cables and wires as may be required in connection with their works any such alteration or diversion to be carried out in accordance with plans to be submitted to and approved by Courtaulds Limited or if their approval is unreasonably withheld to be approved by an arbitrator to be appointed as hereinafter provided :
- (3) If the railway is widened or any works are made on or over the said lands numbered 2 on the deposited plans the bridges at the points marked B and E on the signed plan shall be extended by the Company under such widened railway or works according to plans sections and specifications to be previously approved by Courtaulds Limited or if their approval is unreasonably withheld to be approved by an arbitrator appointed as hereinafter provided and all such extended bridges shall be at all times maintained by the Company to the reasonable satisfaction of Courtaulds Limited :
- (4) Notwithstanding anything in this Act or on the deposited plans the Company shall not interfere with the access on either side to and over the bridge crossing the railway forming part of the property numbered on the deposited plans 28 in the borough of Flint :
- (5) (a) Notwithstanding anything in this Act or on the deposited plans the Company shall

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not acquire any greater part of the property numbered on the deposited plans 34 in the borough of Flint than a strip of land not exceeding ten feet in width along the present easterly boundary fence of the Company's property; and

(b) If the Company acquire such strip of land as aforesaid they shall to the satisfaction of Courtaulds Limited forthwith erect and maintain along the easterly side of the said strip an unclimbable iron fence of not less than four nor more than six feet in height. The Company shall not erect on any land so acquired by them any building or erection which would interfere with the access of light and air to Dee Cottages :

- (6) If any difference shall arise under the foregoing provisions of this section between the Company and Courtaulds Limited or the Holywell Company the difference shall unless otherwise agreed be referred to and settled by an arbitrator who failing agreement shall be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference :
- (7) Nothing in this section shall prejudice restrict abridge lessen or defeat the right of Courtaulds Limited or the Holywell Company to full compensation under the Lands Clauses Acts for any lands acquired from them respectively under the powers of this Act and for the severance of or the consequential damage to or the injurious affecting of their other lands or the rights of Courtaulds Limited and the Holywell Company to any accommodation works to which they respectively are entitled under the provisions of this Act or the Acts incorporated therewith. Provided always that in determining the compensation to be paid to Courtaulds Limited or the Holywell Company as aforesaid or the accommodation works to which they may be respectively entitled

regard shall be had to the provisions of this section. A.D. 1927.

10. 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. Rates and charges.

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

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

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

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

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

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Application
of penalty.

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

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

Power to
lengthen
bridge at
Carlton.

14. Subject to the provisions of this Act the Company may in the lines shown upon the deposited plans and in accordance with the levels shown on the deposited sections extend on the east side thereof the bridge which carries the Company's Derby and Leeds Railway over Boulder Bridge Lane in the parish of Carlton in the rural district of Barnsley in the west riding of the county of York and may enter upon take and use such of the lands delineated on those plans and described in the deposited book of reference relating thereto as may be required for that purpose.

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

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Power to deviate in construction of railways and works.

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

Power to divert road.

Railway.	Parish.	No. of Road or Footpath on Plan.
Rolleston West Curve	Fiskerton-cum-Morton -	18
	Southwell - - -	3

Provided that notwithstanding the stopping up of the road referred to in this section the Postmaster-General may if he so desires (without derogation from any other right vested in him) remove from the said road or any part thereof any telegraphic line of the Postmaster-General which is in under upon along over or across the same and the Company shall pay to the Postmaster-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 consequence will be rendered useless and the substitution of a telegraphic line in such other place as the Postmaster-General may require "Telegraphic line" in this section has the same meaning as in the Telegraph Act 1878.

17. Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels so shown) the works hereinafter

Power to Company to make further works &c.

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In the county of Flint—

The Company may stop up and discontinue in the borough of Flint so much of Castle Road as lies between the commencement of the intended road diversion and the junction of Castle Road with Corporation Street:

In the county of Gloucester—

The Company may stop up and discontinue in the parish of Hempstead in the rural district of Gloucester so much of the footpath leading from Tuffley to the Stroud and Gloucester Road as lies between the junctions of that footpath with the footpath from Tuffley to Tuffley Lane and the footpath from Tuffley Lane to the Stroud and Gloucester Road respectively and so much of the footpath from Tuffley to Tuffley Lane as lies between the junctions of that footpath with the footpath to the Stroud and Gloucester Road and the footpath from Tuffley Lane to the Stroud and Gloucester Road respectively and also so much of the footpath from Tuffley to Tuffley Lane as lies in the field or enclosure numbered 169 in the said parish on the $\frac{1}{2500}$ scale Ordnance map Gloucestershire (edition 1923) sheet XXXIII.-6 and may construct a new footpath from the junction of the footpaths from Tuffley to the Stroud and Gloucester Road and Tuffley to Tuffley Lane in a north-westerly direction to meet at right angles the footpath from Tuffley Lane to the Stroud and Gloucester Road and may divert the footpath from Tuffley to Tuffley Lane to the south-east side of the boundary between fields or enclosures numbered 169 and 168 in the said parish on the said Ordnance map:

In the county of Hertford—

The Company may stop up and discontinue so much of the footpath in the parish of Saint Stephen in the rural district of Saint Albans

from Aldenham to London Colney as lies between the points on that footpath 93 yards east of Watling Street and 140 yards east of the foot of the east side of the embankment carrying the Company's London and Bedford Railway and may divert the footpath under the bridge carrying the railway over the River Colne :

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In the county of Lancaster—

The Company may stop up and discontinue so much of the footpath in the parish of Speke in the rural district of Whiston from Woolton Road to Speke as lies between a point 100 yards north of the north side of the Company's Liverpool and Warrington Railway and its junction with Dodds Lane and may make a new footpath on the north side of that railway from the commencement of the stopping up aforesaid to a point in Edwards Lane 150 yards measured along that lane in a north-easterly direction from the centre of the bridge carrying the same over the railway.

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

Power to
Company to
acquire
lands.

In the county of Flint—

Lands in the borough of Flint on the south-west side of and adjoining the Company's Chester and Holyhead Railway (a) extending in a south-easterly direction from a point 120 yards north-west of the mile post indicating 192 $\frac{1}{4}$ miles thereon for a distance of 440 yards and (b) extending from a point 25 yards south-east of the mile post indicating 192 miles thereon to Evans Street and (c) extending in a south-

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easterly direction from a point 30 yards north-west of Castle Road for a distance of 310 yards and (d) immediately adjoining the occupation bridge 350 yards south-east of Castle Road and on the north-east side of and adjoining the said railway (a) extending in a south-easterly direction from Castle Road for a distance of 250 yards and (b) extending in a south-easterly direction from a point 10 yards north-west of the said occupation bridge for a distance of 350 yards:

In the west riding of the county of York—

Lands in the urban district of Royston and in the parish of Carlton in the rural district of Barnsley on the east side of and adjoining the Company's Derby and Leeds Railway and extending from a point 60 yards from the south end of Royston and Notton Station in a southerly direction for a distance of 830 yards and from Boulder Bridge Lane to the road leading from Barnsley to Pontefract and in connection therewith the Company may stop up and discontinue so much of the footpath leading from Boulder Bridge Lane to Shafton as lies between the northern end of the footbridge carrying that footpath over the colliery railway to the Wharncliffe Woodmoor Colliery and a point on the said footpath 280 yards north of the said footbridge and may divert the same along the north side of the colliery railway for a distance of 65 yards and thence in a northerly direction to join the said footpath.

Period for compulsory purchase of lands.

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

Repair of roads where level not permanently altered.

20. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any of the railways by a bridge or bridges or the immediate approaches thereto except so far as the level

of such road public highway or approaches is permanently altered so as to increase the gradient : A.D. 1927.

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.

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

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

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

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

22. Any road or footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the stone iron or other structure Further provision as to repair of

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roads and
footpaths.

carrying any such road or footpath over the railway which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed subject to the provisions of the section of this Act of which the marginal note is "Repair of roads where level not permanently altered" and unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

As to
private
rights of
way over
lands taken
com-
pulsorily.

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

Under-
pinning of
houses near
railways.

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

- (1) At least ten days' notice shall unless in case of emergency be given to the owners lessees and occupiers or by the owners or lessees of the house or building so intended or so required to be underpinned or otherwise strengthened :
- (2) Each such notice if given by the Company shall be served in manner prescribed by section 19 of the Lands Clauses Consolidation Act 1845 and if given by the owners or lessees of the premises to be underpinned or strengthened shall be sent to the principal office of the Company :

- (3) If any owner lessee or occupier of any such house or building or the Company as the case may require shall within seven days after the giving of such notice give a counter-notice in writing that he or they as the case may be disputes the necessity of such underpinning or strengthening the question of the necessity shall be referred to the arbitration of an engineer to be agreed upon or in case of difference appointed at the instance of either party by the Minister of Transport and the Arbitration Act 1889 shall apply to the reference :
- (4) The arbitrator shall forthwith upon the application of either party proceed to inspect such house or building and determine the matter referred to him and in the event of his deciding that such underpinning or strengthening is necessary he may and if so required by such owner lessee or occupier shall prescribe the mode in which the same shall be executed and the Company may and shall proceed forthwith so to underpin or strengthen the said house or building :
- (5) The Company shall be liable to compensate the owners lessees and occupiers of every such house or building for any inconvenience loss or damage which may result to them by reason of the exercise of the powers granted by this section :
- (6) If in any case in which any house or building shall have been underpinned or strengthened on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against further injury arising from the execution or maintenance of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of and in the mode prescribed by the referee the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within

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twelve months and by such lessees or occupiers within six months from the discovery thereof:

- (7) Nothing in this enactment contained nor any dealing with any property in pursuance of this enactment shall relieve the Company from the liability to compensation under section 68 of the Lands Clauses Consolidation Act 1845 or under any other Act :
- (8) Every case of compensation to be ascertained under this enactment shall be ascertained according to the provisions of the Lands Clauses Acts :
- (9) Nothing in this section shall repeal or affect the application of section 92 of the Lands Clauses Consolidation Act 1845.

Power to acquire easements compulsorily in certain cases.

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

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

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

- (1) The owner of and persons interested in any of the properties whereof the whole or part is

described in the 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":

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- (2) If for twenty-one days after the service of notice to treat in respect of a specified portion of any of the scheduled properties the owner shall fail to notify in writing to the Company that he alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise:
- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by

A.D. 1927.

severance or otherwise as shall be awarded by the tribunal :

- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :
- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice :
- (7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

The provisions of this section shall be stated in every notice given thereunder to sell and convey any premises. A.D. 1927.

27. 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 certain owners to grant easements.

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

29. The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company to make a proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant Provided that it shall be lawful for any judge of the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be Costs of arbitration in certain cases.

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A.D. 1927. — established to the satisfaction of the judge after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to such judge may seem just and proper under all the circumstances of the case. Provided also that this section shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this section.

Compensation in case of recently altered buildings.

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

As to private street expenses in certain cases.

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

(2) The expenses incurred by any urban or rural authority under the powers of the said section which but

for this provision the Company would be liable to pay shall be repaid to the urban or rural authority as the case may be by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban or rural authority as the case may be. A.D. 1927.

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

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

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

32. The periods now limited by the London Midland and Scottish Railway Act 1924 for the compulsory purchase of— Extension of time for compulsory purchase of lands.

(a) lands in the parish of Draycott in the rural district of Shardlow in the county of Derby; and

(b) lands in the borough of Widnes and in the parish of Bold in the rural district of Whiston in the county of Lancaster;

are hereby extended until the first day of October one thousand nine hundred and twenty-nine but on that date the powers for such compulsory purchase shall cease except so far as such powers shall have then been exercised.

33. The periods now limited by the London and North Eastern Railway Act 1923 for the completion of— Extension of time for completion of works.

(a) Railways Nos. 3 and 4 authorised by the North Eastern Railway Act 1913; and

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(b) the railway authorised by the Axholme Joint Railway (Hatfield Moor Extension Light Railway) Order 1910;

are hereby extended until the first day of October one thousand nine hundred and thirty-one and the said Act and Order shall be read and construed as if the period limited by this section for the completion of the works had been the period limited by the said Act and Order for the completion thereof respectively.

Repeal of sections 31 and 34 of Ulverstone and Lancaster Railway Act 1851.

34. Sections 31 (For protection of the Port of Ulverstone) and 34 (As to compensation for injury to lands drained by Ulpha Cragg) of the Ulverstone and Lancaster Railway Act 1851 are hereby repealed.

Qualification of directors.

35. Notwithstanding anything contained in the Companies Clauses Consolidation Act 1845 no person shall be disqualified from being a director of the Company by reason of his holding or continuing to hold any office or place of trust or profit under the Company nor shall any director be required to cease from voting or acting as a director by reason of his accepting or continuing to hold any such office or place of trust or profit.

Company may apply corporate funds.

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

Recovery of demands.

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

Provision as to general railway Acts.

38. Nothing in this Act contained shall exempt the Company or any other company or committee upon whom powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of

the accounts of railway companies passed before or after A.D. 1927.
the passing of this Act or from any future revision or
alteration under the authority of Parliament of the
maximum rates of fares and charges or of the rates for
small parcels authorised to be taken by the said
Companies or any such committee respectively.

39. All costs charges and expenses of and incident Costs of
to the preparing for obtaining and passing of this Act Act.
or otherwise in relation thereto shall be paid by the
Company.

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London Midland and [17 & 18 GEO. 5.]
Scottish Railway Act, 1927.

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The SCHEDULE referred to in the
foregoing Act.

THE SCHEDULE.

**PROPERTIES OF WHICH PORTIONS ONLY MAY BE
TAKEN COMPULSORILY.**

Area.	No. on deposited Plans.	Description of Property in Book of Reference.
Parish of Crofton -	2	Field.
Parish of Fiskerton-cum-Morton -	9	Orchard.
	13	Field.
	14	Field.
	3	Garden.
Borough of Flint -	4	Garden.
	5	Garden and fowlshed.
	6	Garden and shed.
	20	Yard garden and outbuildings.
	21	Field.
	22	Land.
	35	Field house nursery garden buildings greenhouses and roadway.

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