



## CHAPTER xlvi.

An Act to empower the London Midland and Scottish Railway Company to construct a railway deviation and works and to acquire lands to extend the time for the compulsory purchase of certain lands and for other purposes.

A.D. 1929.

[10th May 1929.]

**W**HEREAS it is expedient that the London Midland and Scottish Railway Company (in this Act referred to as "the Company") should be empowered to construct the railway deviation and other works in this Act mentioned and to acquire the lands in this Act described :

And whereas it is expedient that the period now limited for the purchase of certain lands by the Company and by the Cheshire Lines Committees should be extended :

And whereas the Company is the owner of harbours docks and piers and of canals and it is expedient that there should be conferred upon the Company powers to make uniform byelaws and regulations applicable to all their harbours docks and piers and to all their canals :

And whereas in the year one thousand nine hundred and eleven the Midland Railway Company the predecessors of the Company applied for powers for the vesting in the Midland Railway Company of the system of railways extending from London to Shoeburyness in

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*and Scottish Railway Act, 1929.*

A.D. 1929. the county of Essex at that time owned by the London  
— Tilbury and Southend Railway Company :

And whereas the application was opposed by the mayor aldermen and burgesses of the county borough of Southend-on-Sea but Parliament thought fit to and did by the Midland Railway (London Tilbury and Southend Railway Purchase) Act 1912 sanction the transfer subject to an obligation upon the Midland Railway Company contained in section 21 of that Act to prepare and carry out a scheme for the electrification of a portion of that system and for other improvements therein mentioned :

And whereas the Company has prepared and is about to carry into effect a scheme for the improvement of railway communication between London and the county borough of Southend-on-Sea of a different character and as an alternative to that prescribed by section 21 of the Midland Railway (London Tilbury and Southend Railway Purchase) Act 1912 and it is expedient that the said section should be repealed :

And whereas it is expedient that the Company should be empowered to apply their funds to the purposes of this Act and for the general purposes of their undertaking and that the other powers in this Act mentioned should be conferred :

And whereas plans and sections showing the lines and levels of the railway deviation 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 railway deviation 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 :— A.D. 1929.

1. This Act may be cited for all purposes as the London Midland and Scottish Railway Act 1929. Short title.

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— Interpre-  
tation.

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

“ the railway ” means the railway deviation by this Act authorised ;

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

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) :— Incorpora-  
tion 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 ;

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 Protection  
of gas and  
water mains  
of local  
authorities.

A.D. 1929. — 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  
railway  
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 railway hereinafter described with all proper stations sidings approaches works and conveniences connected therewith and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited book of reference relating thereto as may be required for those purposes and for any other purposes connected with their undertaking.

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

In the county of London—

A deviation (2 furlongs 4 chains in length) wholly in the metropolitan borough of Poplar of the existing electrified portion of the Whitechapel to Barking Railway of the Company commencing on the east side of the bridge carrying the Company's said railway over the Bow to Poplar Railway of the Company and terminating at the west side of Saint Leonard's Street.

For protec-  
tion of  
Metropoli-  
tan Water  
Board.

6. For the protection of the Metropolitan Water Board (in this section referred to as “the board”) the following provisions shall notwithstanding anything contained in this Act unless otherwise agreed in writing between the board and the Company have effect (that is to say) :—

- (1) In this section the expression “the said works” means the railway deviation and widenings in the metropolitan boroughs of Hackney and Poplar by this Act authorised :
- (2) The Company shall construct the bridges or viaducts for carrying the said works over any road or street in which any main of the board

is situate so that the abutments and piers thereof other than the foundations shall not encroach upon any part of the road or street and so that the foundations thereof shall be carried down to a depth below the surface of the road or street to a level not higher than the lowest invert of any adjacent main or mains of the board and in no case to a less depth than five feet from the surface of the said road or street :

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- (3) Not less than twenty-eight days before commencing any of the said works in any street or road in or under which any main pipe work or apparatus (in this section referred to as "apparatus") of the board is situate the Company shall deliver to the board plans sections and descriptions of the said works describing the proposed manner of executing the same and showing the whole of the works proposed to be executed in connection therewith below the surface of the street or road :
- (4) The board may at any time within twenty-eight days of the receipt of such plans sections and descriptions by notice in writing intimate to the Company their reasonable requirements so far as the said works may affect the board's apparatus and the board may require the Company to carry out their works in such a manner and of such materials as may be reasonably specified and to support the board's apparatus temporarily or otherwise by cement concrete or other like substance Provided that if the board shall not within the said period of twenty-eight days give any such notice in writing to the Company as aforesaid they shall be deemed to have no requirements to intimate to the Company :
- (5) The Company shall not construct the said works except in strict accordance with the said plans sections and descriptions delivered to the board and shall carry out all works in connection with the board's apparatus as may be approved by the board or settled by arbitration :

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*and Scottish Railway Act, 1929.*

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- (6) Not less than twenty-eight days before commencing the construction of any of the said works as aforesaid the Company shall give to the board notice in writing of their intention to commence such construction and shall state in such notice the place and time at which they propose so to commence and if within fourteen days after the receipt of such notice the board shall give notice to the Company of their intention themselves to lay down any substituted apparatus or to execute any other works to or in connection with any apparatus as provided by this section it shall be lawful for the board instead of the Company to lay down such apparatus or to execute such works and the cost reasonably incurred by them in so doing shall on demand be repaid to the board by the Company :
- (7) The Company shall not raise sink or otherwise alter the position of any apparatus of the board or alter the level of any street road or footpath in which any such apparatus is situate so as to leave over such apparatus a covering of less than three feet or of more than five feet :
- (8) It shall be lawful for the board their engineers workmen and others in their employ at all times when it may be necessary to enter upon the works of the Company or upon any street road or footway temporarily stopped up by the Company at any point or place at which any apparatus of the board is situate and to do all such works in and upon such street road or footway as may be necessary for repairing maintaining removing or replacing or extending such apparatus :
- (9) The board may where reasonably necessary employ watchmen or inspectors to watch any of the said works to be executed by the Company whereby the board's apparatus will or may be interfered with or affected and the reasonable expense thereof shall be borne by the Company :
- (10) If any interruption in the supply of water by the board shall without the written authority

of the board be in any way occasioned by the Company or by the act or acts 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 board for the use and benefit of the board a sum not exceeding twenty pounds for every day during which such interruption shall continue: A.D. 1929.  
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- (11) The expenses of all repairs or renewals of the board's apparatus or any works in connection therewith which may at any time be rendered necessary by or in consequence of the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any or either of them in the execution of the said works or rendered necessary by reason of any subsidence resulting from the said works whether during the construction of such works or at any time thereafter shall be borne by the Company :
- (12) The Company shall not except with the consent of the board (which consent shall not be unreasonably withheld) execute or do any work which may involve any interference with the continuous supply of water by the board during the months of May June July August and September in any year :
- (13) In connection with the acquisition of the lands in the metropolitan borough of Poplar on the north side of and adjoining the Whitechapel to Barking Railway of the Company under the powers of this Act the Company shall at their own expense and in accordance with plans to be submitted to and approved by the board's engineer extend the existing pipe subway (enclosing the board's apparatus) to such a point to the north of the present termination of the said subway as the board may reasonably require (not being beyond the northern boundary of the land which may be acquired by the Company) including proper means of access to the said subway through the northern boundary wall thereof and further the Company shall pay to the board their reasonable costs and

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charges of and incidental to any necessary alteration or diversion of the apparatus of the board consequent upon the extension of the said subway :

- (14) If any difference shall arise between the board and the Company under this section (other than a difference as to the construction or meaning of the said section) the same shall be referred to and settled by an arbitrator to be agreed upon between the Company and the board or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such settlement by arbitration.

For pro-  
tection of  
London  
County  
Council.

7. The following provisions shall unless otherwise agreed have effect for the protection of the London County Council (in this section referred to as "the council") (that is to say) :—

- (1) The provisions of the London Building Acts 1894 to 1928 and any Act amending the same and any byelaws and regulations in force thereunder shall (subject to any special exemptions in favour of railway companies therein contained) apply to the execution of any works on any lands in the administrative county of London (hereinafter in this section called "the county") acquired under the powers of this Act and to any new buildings or additions to or alterations of existing buildings erected or made on any such lands :
- (2) (a) The Company shall not commence any works under the powers of this Act which shall or may pass over under or by the side of or so as to interfere with any sewers of the council until they have given to the council twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the principal office of the council with plans and sections thereof as in this subsection defined and until the council have signified their approval of the same (unless the council do not signify their approval disapproval or other directions



within twenty-eight days after service of the said plans and sections as aforesaid) and the Company shall comply with and conform to all reasonable orders directions and regulations of the council in the execution of the said works and shall provide by new altered or substituted works in such manner as the council reasonably require for the proper protection of and for preventing injury or impediment to the said sewers by reason of the intended works or any part thereof and shall save harmless the council against all expenses to be occasioned thereby and all such works shall be done by or under the direction superintendence and control of the council at the costs charges and expenses in all respects of the Company and all reasonable costs charges and expenses which the council may be put to by reason of such works of the Company whether in the execution of works the preparation or examination of plans or designs superintendence or otherwise shall be paid to the council by the Company on demand and when any new altered or substituted works as aforesaid or any works of defence connected therewith shall be completed the same shall thereafter be as fully and completely under the direction jurisdiction and control of the council as any sewers or works of the council now or hereafter may be;

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(b) The plans and sections to be submitted to the council under the provisions of this subsection shall be detailed plans drawings sections and specifications describing the exact position and manner in which and the levels at which the works are proposed to be constructed and shall accurately describe the position of all sewers of the council within the limits of deviation shown on the deposited plans (for which purpose the council shall allow the Company access to plans in their possession and to any of their sewers in order to enable the Company to obtain trustworthy information) and shall comprise detailed drawings of any alteration which the Company may propose to make in the said sewers;

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(c) The council may require such modification to be made in the said plans drawings sections and specifications as may be reasonably necessary to secure the London main drainage system against interference or risk of damage and to provide and secure a proper and convenient means of access to the said sewers;

(d) The Company shall be liable to make good all injury or damage caused by or resulting from any of their works or operations to any sewers drains or works vested in the council and the council shall from time to time have power to recover the amount thereof from the Company in any court of competent jurisdiction;

(e) The approval by the council of any plans or superintendence by the council of any work under the provisions of this subsection shall not exonerate the Company from any liability or affect any claim for damages under this subsection or otherwise :

- (3) Except as in this Act expressly provided it shall not be lawful in the county for the Company without the consent of the council to encroach on any part of the surface of any street or footway or to erect or maintain any building or structure beyond the general line of buildings in any street part of a street place or row of houses :
- (4) The Company shall not where any house or building in the county shall have been wholly or in part demolished by them leave any adjoining structures or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary :
- (5) The Company shall not affix or exhibit or permit to be affixed or exhibited upon any part of the lands acquired or works executed in the county under this Act or upon any building or hoarding whether during or after the execution of the works within view of any public street in the county any placards or advertisements except such as shall have been approved in writing by the council and if any such placard or advertisement be affixed or exhibited without

such approval the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting on the outside of any station or other building of the Company placards giving any information to the public as to the business of the Company.

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8. For the protection of the mayor aldermen and councillors of the metropolitan borough of Poplar (hereinafter in this section respectively referred to as "the council" and "the borough") the following provisions shall unless otherwise agreed between the Company and the council apply and have effect (that is to say):—

For protection of Poplar Borough Council.

(1) Notwithstanding anything shown upon the deposited plans and sections the Company shall not construct the arch of the viaduct carrying the railway over Devons Road otherwise than in accordance with the plan and section which has been signed in duplicate by Harley Heckford on behalf of the council and by Alexander Newlands on behalf of the Company whereof one copy has been deposited at the offices of the council and one copy at the principal office of the Company:

(2) The Company shall if required so to do at any time by the council construct a subway for pedestrians under the embankment immediately west of the western abutment of the existing bridge of the Company over Devons Road. Any such opening and subway shall be made in all respects to the reasonable satisfaction of the surveyor of the council and according to plans to be previously submitted to and reasonably approved by him:

The reasonable cost incurred by the Company in constructing the said subway shall be repaid to them by the council on demand and the said subway shall be maintained and lighted by and at the expense of the council:

(3) From and after the completion of the arch of the viaduct carrying the railway over Devons Road the Company shall at their own expense erect and for ever thereafter maintain in conspicuous positions in such road on the north side of the said arch suitable warning signs or

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notices indicating the difference between the headways under the said arch and under the existing bridge carrying the existing railway of the Company over that road respectively such signs or notices and the positions thereof to be reasonably approved by the council :

- (4) The bridge carrying the railway over Burdett Street and the arch of the viaduct carrying the railway over Devons Road shall so far as reasonably practicable be made and maintained so as to prevent the dripping of water therefrom on to any part of the roads thereunder and the parapets of such bridge and viaduct shall be carried up to a height of not less than four feet six inches above rail level. In constructing the said bridge and the arch of the viaduct carrying the railway over Devons Road the Company shall face the abutments of the said bridge and arch with brindle Staffordshire bricks up to a height of eighteen inches above the level of the said street and road respectively and above that height with white glazed bricks and shall at all times keep the surface of such bricks in good repair to the reasonable satisfaction of the council :
- (5) In constructing the railway the Company shall not construct any works which will or may interfere with any road street or footpath belonging to the council or any sewer drain pipe main cable apparatus or work belonging to the council (all of which are hereinafter included in the expression "any work belonging to the council") until they have submitted to the council's surveyor plans sections and descriptions showing the nature of such works and such plans and sections shall have been approved by the said surveyor or in case of difference between him and the Company by an arbitrator to be appointed as hereinafter provided :

Provided always that if such surveyor does not within fourteen days after any such plans and sections shall have been submitted to him signify in writing his approval or disapproval thereof he shall be deemed to have approved the same :

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- (6) The Company shall on demand pay to the council the reasonable charges incurred by them in connection with the employment by them of any clerk of the works to superintend under the direction of their surveyor any such works as aforesaid :
- (7) Whenever in constructing any works by this Act authorised it becomes necessary or desirable in order to ensure ready access or otherwise to divert intercept or interfere with any work belonging to the council the Company shall before diverting intercepting or interfering therewith construct in lieu thereof to the reasonable satisfaction of the surveyor of the council another work of equal capacity with the work belonging to the council proposed to be diverted interfered with or intercepted together with all such manholes inspection chambers and conveniences as the council may reasonably require and such substituted work shall be connected by the council at the expense of the Company with the existing like work belonging to the council at such point and in such manner as they shall reasonably consider necessary and shall thereafter be as fully and completely under the direction jurisdiction and control of or the property of the council as the work for which the same is substituted may be :
- (8) The Company shall to the reasonable satisfaction of the council's surveyor demolish or seal any connections with any sewer which may be rendered unnecessary and the drains from any house which may be demolished by or in consequence of the execution of any of the works in the borough by this Act authorised :
- (9) (a) The works in the borough by this Act authorised shall so far as is reasonably practicable be so executed as not to interfere with or diminish the access of light and air to any dwelling-house ;
- (b) The Company shall not where any house or building in the borough has been wholly

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or in part demolished by them leave any adjoining structure or any portion of a partly demolished structure in an unsightly condition for a longer period than is reasonably necessary :

- (10) Before executing any works which will or may obstruct any street in the borough the Company shall to the reasonable satisfaction of the council provide and thereafter so long as the same be necessary to the like satisfaction maintain sufficient accommodation for the traffic along such street and access to all houses and property approached thereby and during the progress and until the completion of such works the Company shall make and carry into effect such arrangements for fencing lighting and watching the portions of the street interfered with and the works in course of execution therein or adjacent thereto as may be reasonably necessary to prevent danger or accident to persons and vehicles using the said street :
- (11) The Company shall whenever in constructing any works by this Act authorised they remove any granite setts paving stones flags kerbing channelling metalling or other materials from the carriageways or footpaths of any street in the borough which shall not be required for the reconstruction of the same deliver the said materials at their own cost to the council at such of the depôts of the council in the borough as their surveyor may direct :
- (12) The Company shall at their own expense provide and maintain to the satisfaction of the council adequate artificial lighting in the street under the arch of the viaduct carrying the railway over Devons Road and the existing bridge carrying the existing railway of the Company over that road if such lighting shall be reasonably necessary in consequence of the works authorised by this Act :
- (13) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the arch of the viaduct carrying the railway over Devons Road whether during or after the construction

of the railway and other works by this Act authorised any placards or advertisements and if any such placard or advertisement is affixed or exhibited the council and their authorised officers may remove the same but this provision shall not prevent the Company from exhibiting advertisements or placards giving information to the public as to the business of the Company: A.D. 1929.

- (14) In case of difference or dispute arising between the council and the Company touching or concerning the true intent of the provisions in this section contained or anything to be done or not to be done hereunder such difference shall be determined by an arbitrator to be agreed upon between the parties or failing agreement 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 Act 1889 shall apply to any such arbitration.

9. The following provisions for the protection of the Metropolitan District Railway Company (in this section referred to as "the District Company") shall unless otherwise agreed in writing between the Company and the District Company apply and have effect (that is to say) :— For protection of Metropolitan District Railway Company.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans and sections no part of the railway by this Act authorised shall be constructed at an inclination or gradient steeper than 1 in 40 :
- (2) The Company shall in constructing the railway equip the same for working by electrical power and after completion of the construction of the railway the District Company may run over and use such railway in the exercise of their running powers into Bromley station pursuant to articles of agreement dated the twelfth day of September one thousand eight hundred and ninety-eight made between the Whitechapel and Bow Railway Company of the first part the

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District Company of the second part and the London Tilbury and Southend Railway Company of the third part scheduled to and confirmed by the Whitechapel and Bow Railway Act 1900 :

- (3) The alterations of the Bromley station consequent upon the construction of the railway shall be carried out by the Company so as not unreasonably to affect the exercise by the District Company of their said running powers :
- (4) Any dispute or difference which may arise between the District Company and the Company with reference to the provisions of this section shall failing agreement be settled by arbitration by an engineer to be appointed on the application of either party by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Scheme for  
improving  
railway  
facilities to  
Southend.

10.—(1) The Company shall forthwith commence to carry out such of the works indicated on the plan signed by Henry Langton Thornhill on behalf of the Company and Herbert James Worwood on behalf of the mayor aldermen and burgesses of the borough of Southend-on-Sea as are authorised by this Act or as are proposed to be constructed on lands which the Company are authorised to acquire by this Act and such further of those works as do not require additional parliamentary powers and shall complete all such works as soon as reasonably possible and in any event within a period of five years from the passing of this Act.

(2) The Company shall in the session of 1930 apply to Parliament for and use their best efforts to obtain all such further powers as may be necessary to enable them to carry out such of the works indicated on the said plan as cannot be carried out under their existing powers or the powers of this Act and when such further powers have been obtained shall carry out the works to which they relate as soon as reasonably possible and in any event within a period of four years from the passing of the Act therefor.

(3) As soon as the works referred to in subsections (1) and (2) of this section shall have been carried out as provided by those subsections the Company shall put into operation the scheme for improving railway facilities



which is contemplated by the said works and referred to in the preamble of this Act. A.D. 1929.

(4) Nothing in this section contained shall prejudice or affect the agreement dated the twenty-first day of June one thousand nine hundred and twelve and made between the Great Eastern Railway Company of the one part and the Midland Railway Company of the other part as varied by the agreement dated the thirteenth day of July one thousand nine hundred and fourteen and made between the same parties or abrogate or affect the rights or interests of the London and North Eastern Railway Company thereunder and that company shall have all such rights as they would have had under those agreements if this section had not been passed.

**11.** The railway shall for the purposes of tolls rates and charges and for all other purposes whatsoever form part of the undertaking of the Company. Rates and charges.

**12.** 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 north-east side thereof the bridge which carries the Company's Dalston to Bow Railway over Wick Road in the metropolitan borough of Hackney in the county of London 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. Power to lengthen bridge over Wick Road.

**13.—(1)** The Company shall in constructing the railway in the administrative county of London over the streets next hereinafter mentioned construct, reconstruct or alter and afterwards maintain the bridges and works to carry the railway as girder bridges which shall have a clear headway throughout above the existing surface of the street and a clear span throughout measured on the square of not less than the headways and spans hereinafter mentioned (that is to say):— Construction &c. of bridges in county of London.

Metropolitan borough.	Situation of bridge.	Headway.	Span at right angles to street.
		ft. ins.	ft. ins.
Poplar - - -	Burdett Street -	12 6	20 0
„ - - -	Devons Road -	16 0	40 0

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(2) The bridges in this section referred to and the works in connection therewith shall be of a reasonably suitable character and design and shall so far as practicable be made and maintained so as to prevent the dripping of water therefrom on any part of any street. In constructing reconstructing or altering such bridges the Company shall face the abutments thereof with white glazed bricks and shall at all times keep the surface of such bricks clean and in good repair to the satisfaction of the local authority.

(3) The Company shall if reasonably necessary at their own expense provide and maintain adequate artificial lighting in the street under any bridge constructed under this Act and in the street under any existing bridge if such lighting is rendered reasonably necessary as a consequence of the works authorised by this Act and to the reasonable satisfaction of the council of the metropolitan borough in which any such street is situate.

(4) The Company shall not execute or commence to execute the construction reconstruction or alteration of any of the bridges in this section referred to until they have given to the London County Council (in this section referred to as "the council") twenty-eight days' previous notice in writing of their intention to commence the same by leaving such notice at the offices of the council with plans elevations sections and all other necessary particulars of the works and until the council have signified their approval of the same (unless the council fail to signify such approval or their disapproval or other directions within twenty-eight days after service of the said notice and delivery of the said plans elevations sections and other particulars as aforesaid) and the Company shall comply with and conform to all reasonable directions and regulations of the council in the construction reconstruction or alteration of such bridges and works and shall save harmless the council against all and every expense to be occasioned thereby and all such works shall be done to the reasonable satisfaction of the council at the costs charges and expenses in all respects of the Company and all costs charges and expenses to which the council may be put by reason of the works of the Company whether in the execution of the works the preparation or examination of plans and designs superintendence or otherwise shall be paid to the council by the Company on demand.

(5) The construction reconstruction or alteration of the bridges in this section referred to shall be so executed as not to alter the existing levels of any street or footway thereunder. A.D. 1929.  
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(6) Subsections (2) (3) (4) and (5) of this section shall apply to the works authorised by the section of this Act of which the marginal note is "Power to lengthen bridge over Wick Road."

(7) The Company shall in constructing the extension of the existing bridge carrying the Company's Dalston to Bow Railway over Wick Road in the metropolitan borough of Hackney construct the said extension as a girder bridge which shall have a clear headway throughout above the existing surface of the street of not less than seventeen feet and a clear span throughout measured on the square of not less than forty-five feet but before commencing the construction of the said extension the Company shall give three months' notice in writing to the council of their intention so to do and if within that period the council by notice in writing require the Company to construct the said extension of a greater span than forty-five feet measured at right angles to the abutments thereof the Company shall comply with such requirement. The council shall after the completion of the said extension pay to the Company on demand the extra cost reasonably incurred by them in complying with such requirement and the Company shall maintain the said extension as so constructed but any extra cost of such maintenance due to the greater span required by the council shall be repaid to the Company by the council.

(8) If any difference shall arise between the council and the Company under the provisions of this section the same 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 the provisions of the Arbitration Act 1889 shall apply to any such reference.

14. Seven days before entering upon breaking up or otherwise interfering with any street or road in connection with the construction of any works under the powers of this Act within the area of the metropolitan police district the Company shall give notice in writing to the Commissioner of Police of the metropolis and make such arrangements with the said Commissioner of Police as

As to works within metropolitan police district.

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Power to  
Company to  
make  
further  
works &c.

**15.** Subject to the provisions of this Act the Company may make (and in so far as the same are shown on the deposited plans and sections in the lines and according to the levels so shown) the works hereinafter described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned (that is to say) :—

In the county of Essex—

An archway under and alteration in the level of the Billericay to Horndon-on-the-Hill road on the west side of Laindon Station wholly in the parish of Little Burstead in the rural district of Billericay between the south side of the bridge carrying that road over the Barking to Southend Railway of the Company and a point in that road 176 yards south of the said bridge ;

An archway under and alteration in the level of the South Shoebury to Shoeburyness road wholly in the urban district of Shoeburyness between the south side of the bridge carrying that road over the Southend to Shoeburyness Railway of the Company and a point in that road 135 yards south of the said bridge.

Repair of  
roads where  
level not  
permanently  
altered.

**16.** Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railway by a bridge or bridges or the immediate approaches thereto except so far as the level of such road public highway or approaches is permanently altered so as to increase the gradient :

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

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

A.D. 1929.  
—  
Stopping up  
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 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 footpath or as from the date of the said certificate as the case may be all rights of way over or along the existing 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 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.

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

Further  
provision as  
to repair of  
roads and  
footpaths.

[Ch. xlvi.] *London Midland* [19 & 20 GEO. 5.]  
*and Scottish Railway Act, 1929.*

A.D. 1929. — and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

Power to deviate in construction of railway and works.

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

Power to Company to acquire lands.

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

In the county of Essex—

Lands wholly in the urban district of Shoeburyness—

(a) on the south side of the Southend to Shoeburyness Railway of the Company between a point 38 yards south-west of the centre of the said railway and 24 yards south of the South Shoebury to Shoeburyness road and a point in the footpath from Shoeburyness to Shoeburyness Avenue adjoining and on the north side of the military camp at a distance measured along that footpath 128 yards from the bottom of the steps at the south-west end of the footbridge carrying the said footpath over the said railway and in connection therewith the Company may stop up the footpath leading from Shoeburyness to the said South Shoebury to Shoeburyness road from its junction with the said road to a

point measured along that footpath 95 yards from the said junction and construct a new footpath from the said latter point in a north-westerly direction to meet the said road ;

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(b) on the north side of the said Southend to Shoeburyness Railway of the Company extending in a north-westerly direction from the said footpath from Shoeburyness to Shoeburyness Avenue for a distance of 150 yards along the said railway and in connection therewith the Company may divert the footpath at the back of No. 13 Wallace Street from the point where the footpath meets the said property on the north side thereof in an easterly direction to meet the said footpath at a point 5 yards from the western corner of the said property measured along the southern boundary thereof ;

Lands wholly in the urban district of Dagenham on the north side of and adjoining the Barking to Southend Railway of the Company extending eastward from a point 166 yards east of the east side of Halbutt Street for a distance of 490 yards ;

Lands wholly in the parish of Basildon Chapelry in the rural district of Billericay on the south side of and adjoining the Barking to Southend Railway of the Company extending from a point 237 yards measured along the southern boundary of the said railway in an easterly direction from the east side of the road from Basildon to Bull Road over the said railway for a distance of 78 yards east from that point ;

Lands wholly in the parish of Pitsea in the rural district of Billericay on the south side of the Tilbury to Southend Railway of the Company between a point 120 yards west of the west end of the Pitsea Junction station platform and the occupation crossing 430 yards east of the east end of the said platform ;

Lands wholly in the urban district of Shoeburyness on the north-east side of the Southend to Shoeburyness Railway of the Company between

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the points measured along the Company's boundary respectively 35 yards north-west and 32 yards east of the west end of the Company's engine shed at Shoeburyness Station.

In the county of Lancaster—

Lands wholly in the parish of Clifton with Salwick in the rural district of Fylde on the south side of and adjoining the Lancaster Canal of the Company extending eastwards from the point where the western boundary of the field or enclosure numbered 272 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Lancashire (edition 1911) sheet LX. 7 meets the said canal for a distance measured along the said canal of 286 yards;

Lands wholly in the parish of Barton in the rural district of Preston on the west side of and adjoining the said canal extending between the points measured along the canal 60 and 164 yards respectively north of the point where the canal crosses Barton Brook;

Lands wholly in the parish of Forton in the rural district of Garstang on the west side of and adjoining the said canal between the boundaries of the field or enclosure numbered 132 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Lancashire (edition 1912) sheet XXXIX. 7;

Lands wholly in the parish of Ellel in the rural district of Lancaster on the south side of and adjoining the said canal between the points respectively 180 and 373 yards measured along the canal west of Calgate Bridge over the said canal;

Lands wholly in the city and county borough of Salford on the north side of and adjoining the Liverpool to Manchester Railway of the Company extending between the points measured along the Company's boundary 80 and 425 yards respectively east of West Egerton Street;



Lands wholly in the parish of Speke in the rural district of Whiston on the south side of and adjoining the Company's sidings at Speke Junction and their Warrington to Garston Railway and bounded on the west and south by Dodds Lane and on the east and south-east by Delf Lane; A.D. 1929.

Lands wholly in the said parish of Speke on the south side of and adjoining the said Warrington to Garston Railway and extending from the east side of Delf Lane in an easterly direction to Woodend Lane including the fields or enclosures numbered 36 and 37 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Lancashire (edition 1927) sheets CXIV. 9 and CXIV. 13 and portions of the fields or enclosures numbered 39 and 41 in the said parish on the said sheet CXIV. 9 and portions of the fields or enclosures numbered 41 and 52 in the said parish on the  $\frac{1}{2500}$  scale Ordnance map Lancashire (edition 1927) sheet CXIV. 10.

In the county of London—

Lands wholly in the metropolitan borough of Poplar on the north side of and adjoining the Whitechapel to Barking Railway of the Company extending eastward from a point 11 yards east of the east side of Saint Leonard's Street for a distance of 132 yards.

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

For protection of Liverpool Corporation.

- (1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take or use any of the lands of the corporation other than so much as is coloured red upon a plan (in this section referred to as "the signed plan") of which four copies have been signed by Sir Arthur Churchman Baronet the Chairman of the Committee of the House of Commons to whom the Bill for

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this Act was referred one copy of which has been deposited in the Committee and Private Bill Office of the House of Commons and another copy in the Parliament Office of the House of Lords :

- (2) If and when a new bridge is constructed over the railway and sidings of the Company for the purpose of carrying a new road leading from Hillfoot Road to the Speke Estate of the corporation in the position as shown on the signed plan and the existing road over Delf Lane Bridge (including all public rights of way thereover) is stopped up the Company shall pay and reimburse to the corporation or other authority constructing the new bridge and new road (a) the extra cost of constructing the new bridge and approaches over the railway and sidings of the Company reasonably incurred in consequence of the additional sidings or works of the Company constructed upon lands acquired by the Company after the first day of March one thousand nine hundred and twenty-nine after deducting from such cost any sums which may in the meantime have been expended by the Company upon the construction of works to carry lines or sidings under the southern approach to Delf Lane Bridge (of the commencement of which works the Company shall give to the corporation three months' notice) and (b) a sum representing the capitalised value of the annual expenditure incurred by the Company in maintaining the portions of Edwards Lane and Delf Lane and the bridge and approaches carrying the same over the railway and sidings of the Company :
- (3) The Company shall when required convey to the corporation or other authority widening the roads concerned the lands coloured green on the signed plan at the same average price per square yard as the Company shall pay for any land acquired by them from the corporation under the powers of this Act and the corporation shall re-erect the fencing on the new boundary on the east side of Speke Road :

- (4) The Company shall at any time on being requested so to do grant at a nominal rent to the corporation or other authority carrying out the work of the new bridge and road such right or easement over the railway and sidings and property of the Company as may be necessary therefor : A.D. 1929.
- (5) Any difference which may arise between the corporation and the Company under subsection (2) of this section shall be referred to and determined by an engineer to be appointed on the application of the Company or the corporation by the President of the Institution of Civil Engineers and subject thereto the provisions of the Arbitration Act 1889 shall apply to any such reference.

**22.** 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-two. Period for compulsory purchase of lands.

**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. As to private rights of way over lands taken compulsorily.

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

- (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 :

A.D. 1929.

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

A.D. 1929.

- (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.

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

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

- (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

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alleges that such portion cannot be severed from the remainder of the property without material detriment thereto he may be required to sell and convey to the Company such portion only without the Company being obliged or compellable to purchase the whole the Company paying for the portion so taken and making compensation for any damage sustained by the owner by severance or otherwise :

- (3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the determination of any matters under this section shall be borne and paid by the owner :

- (6) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto (and whether or not they shall determine that any other portion can be so severed) the Company may withdraw their notice to treat and thereupon they shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice: A.D. 1929.
- (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.

**26.** 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 Power to certain owners to grant easements.

A.D. 1929. — 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.

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

Costs of arbitration in certain cases.

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



contained or was endorsed with a notice of the effect of this section. A.D. 1929.

**29.** 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-eight 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.

Compensation in case of recently altered buildings.

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

Power to make agreements with local authorities &c.

A.D. 1929.

—  
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.

(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.

Application  
of certain  
sections of  
Harbours  
Docks and  
Piers  
Clauses  
Act 1847.

**32.**—(1) Notwithstanding anything in any Act or Order relating to the harbours docks or piers owned leased or managed by the Company sections 83 84 86 87 88 89 90 and 92 of the Harbours Docks and Piers Clauses Act 1847 are incorporated in this Act and shall be applicable to and shall apply to such harbours docks or piers as if such harbours docks or piers had been

originally authorised to be constructed or improved by this Act. A.D. 1929.

(2) For the purpose of the incorporation of the sections of the Harbours Docks and Piers Clauses Act 1847 the expression "the special Act" in that Act shall mean this Act and the expression "the harbour dock or pier" shall mean each of the harbours docks or piers owned leased or managed by the Company and the works connected therewith authorised by the Acts or Orders relating thereto respectively at the passing of this Act to be constructed or improved and the expression "the prescribed limits" shall in respect of each such harbour dock or pier mean the prescribed limits set out in the Acts or Orders relating to the same.

(3) Any byelaws which may from time to time be made by the Company in exercise of the powers in that behalf conferred on them by section 83 of the Harbours Docks and Piers Clauses Act 1847 may apply to all or any one or more of the harbours docks or piers owned leased or managed by the Company as may be prescribed in such byelaws.

(4) No byelaw shall come into operation until it has received the allowance and confirmation of the Minister of Transport and that allowance and confirmation shall be sufficient for all purposes :

Provided that in the case of any byelaws which the said Minister in consultation with the Board of Trade shall deem primarily to concern the interests of navigation the provisions of this section shall apply as if the said Board were substituted for the said Minister and the allowance and confirmation of any such byelaws by the said Minister or the Board of Trade respectively shall be sufficient evidence of compliance with the provisions of this section.

(5) Upon the coming into operation of any byelaws made under the powers of this Act at any harbour dock or pier all other powers of making byelaws which the Company may possess in respect of such harbour dock or pier under any Act or Order relating thereto shall be determined other than powers which may be conferred upon the Company by or in virtue of the Petroleum (Consolidation) Act 1928 and the Explosives Act 1875 or any Act amending or varying those Acts.

A.D. 1929.

(6) Nothing in this section shall restrict or interfere with any existing rights and privileges of the Port of London Authority within the area of their jurisdiction or any rights or privileges reserved to that Authority by the lease bearing date the first day of July one thousand eight hundred and fifty-seven and granted by the East and West India Dock Company the predecessors of the Authority to the North London Railway Company the predecessors of the Company.

Canal  
byelaws.

**33.**—(1) Notwithstanding anything in any Act relating to the canals of the Company the Company may from time to time make such byelaws as they shall think fit for all or any of the following purposes (that is to say):—

For regulating the use of the canal and the premises of the Company;

For regulating the several powers vested in the lock master;

For regulating the admission of vessels into or near the canal and their removal out of and from the same and for the good order government navigation and movement of such vessels whilst on or near the canal;

For regulating the manner in which any vessel entering the canal and whilst on the canal shall be dismantled;

For determining the description and size and construction of vessels that may be used on the canal or on specified parts thereof and the means by which and the conditions on which such vessels may be navigated and used;

For regulating the quantity of goods which each vessel whilst on or near the canal shall have on board and the manner in which the same shall be stowed or carried;

For prohibiting or subjecting to conditions and restrictions the conveyance of any goods which might endanger the safety of the canal or the premises of the Company;

For regulating the shipping and unshipping landing warehousing stowing depositing or removing of all goods on the canal and premises of the Company;

For regulating the hours during which the gates or entrances or outlets to the canal shall be opened and the hours during which vessels may navigate the canal; A.D. 1929.

For regulating the duties and conduct of all persons as well the servants of the Company as others not being officers or other persons employed by the Commissioners of Customs and Excise who shall be on the canal and the premises of the Company ;

For regulating requiring or prohibiting the use of fires and lights on the canal and the premises of the Company and on or within any vessel being on or near the canal ;

For preventing damage or injury to the canal or the premises of the Company or to any vessel or goods on the canal or the premises of the Company ;

For regulating the use of cranes weighing machines weights or measures belonging to the Company and the duties and conduct of all weighers and meters employed by the Company.

(2) Such byelaws may apply to all or any one or more of the canals of the Company or to such parts thereof as the Company may prescribe and may provide for imposing a penalty not exceeding five pounds for the breach or non-observance of any of the byelaws which may be recovered in manner directed by the Summary Jurisdiction Acts.

(3) In this section unless the context otherwise requires—

The expression "canal" includes any lock towpath wharf dock pier jetty and work in or at which vessels do or can ship or unship goods or passengers and any other area whether land or water which belongs to or is under the control of the Company as owners or lessees of the canal ;

The expression "goods" includes wares and merchandise of every description ballast and all articles in respect of which rates or duties are payable to the Company or which may be carried free on the canal ;

The expression "vessel" includes any ship boat or raft or any other description of vessel whether used in navigation or not.

A.D. 1929.

Exemption  
of vessels  
in His  
Majesty's  
service &c.  
from  
control.

**34.**—(1) Nothing in this Act contained shall extend to charge with rates or duties or to regulate or subject to any control any vessel belonging to or employed in the service of His Majesty His heirs and successors or any member of the royal family or in the service of the Customs and Excise or of the Corporation of Trinity House of Deptford Strond or the Commissioners of Northern Lights using the harbour dock or pier and not conveying goods for hire or any packet boat or Post Office packet being a packet boat or Post Office packet as defined under the provisions of any Act relating to the Post Office or any Post Office bag of letters conveyed by any such packet boat or packet or by any other vessel whatsoever or any of the officers or persons employed in the service of the Admiralty Ordnance Customs Excise or Post Office or their baggage or any vessel or goods being under seizure by the officers of revenue or any naval victualling or ordnance stores or other stores or goods for the service of or being the property of His Majesty or any troops landed upon or delivered or disembarked from any of the quays of the harbour dock or pier or their baggage Provided always that if any person claim and take the benefit of any such exemption as aforesaid without being entitled thereto he shall for every such offence be liable to a penalty not exceeding ten pounds.

(2) Nothing in this Act or any Act incorporated herewith contained shall extend to alienate defeat vary lessen abrogate or prejudice any estate right title interest prerogative royalty jurisdiction or authority of or appertaining to the King's most Excellent Majesty His heirs or successors nor to abridge vary or abrogate any of the powers or authorities by law vested in the Lords of the Admiralty or in the Commissioners of Customs and Excise Commissioners of Woods and Forests Commissioners of Crown Lands and Commissioners of Works in relation to the possessions and land revenues of His Majesty in right of His crown or otherwise howsoever.

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

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

acquired or held by the Company and the expression "the Company" shall have the same meaning in the application of the said sections to this Act as that expression has in the said sections respectively. A.D. 1929.

**36.** The periods now limited by the Acts mentioned in the first column of the next following table for the compulsory purchase by the Company and by the Cheshire Lines Committee of lands referred to in the second column and authorised to be acquired by the Act referred to in the third column of that table are hereby extended until the first day of October one thousand nine hundred and thirty-two but on that date the powers for such compulsory purchase shall cease except so far as such powers shall then have been exercised :—

Extension of time for compulsory purchase of lands.

Act limiting time for purchase of lands.	Lands.	Act by which lands authorised to be acquired.
London Midland and Scottish Railway Act 1927.	Lands in the parish of Draycott in the rural district of Shardlow in the county of Derby.	London Midland and Scottish Railway Act 1924.
Mid - Nottinghamshire Joint Railways Act 1926.	Lands required for the purposes of or in connection with Railways Nos. 1 and 2 at Toxteth Park.	Cheshire Lines Act 1903.

**37.** Section 21 (Company to electrify portion of Tilbury Railway) of the Midland Railway (London Tilbury and Southend Railway Purchase) Act 1912 is hereby repealed.

Repeal of section 21 of Midland Railway (London Tilbury and Southend Railway Purchase) Act 1912.

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

Power to Company to apply funds.

**39.** 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

Recovery of demands.

[Ch. xlvi.] *London Midland* [19 & 20 GEO. 5.]  
*and Scottish Railway Act, 1929.*

A.D. 1929. matter provided that the demand does not exceed the amount recoverable in that court in a personal action.

Provision as to general Railway Acts.

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

Extent of Act.

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

Costs of Act.

42. 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.

A.D. 1929.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE TAKEN  
 COMPULSORILY.

Area.	No. on deposited plans.	Description of property in book of reference.
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RAILWAY DEVIATION AT BROMLEY.

Metropolitan borough of Poplar.	14	Timber yard and shed.
	15	Garden (128 Devons Road).
	21	Infirmary mortuary garden ground and occupation road.
	22	Garden ground shed and occupation road.

ADDITIONAL ARCHWAY OR OPENING ALTERATION OF LEVEL OF ROAD ADDITIONAL LANDS AND DIVERSION OF FOOTPATHS AT SHOEBURYNNESS.

Urban district of Shoeburynness.	9	Garden.
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ADDITIONAL LANDS AT POPLAR.

Metropolitan borough of Poplar.	1	Stockyard and buildings.
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ADDITIONAL LANDS AT SPEKE.

Parish of Speke	9	Garden bowling green and drive.
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