



CHAPTER xcii.

An Act to empower the London and North Eastern Railway Company to construct new railways widenings and other works and to acquire lands and for other purposes. A.D. 1931.

[31st July 1931.]

WHEREAS it is expedient that the London and North Eastern Railway Company (in this Act referred to as "the Company") should be empowered as by this Act provided to construct the railways widenings and other works by this Act authorised and to extend their Parkeston Quay and to acquire certain lands in this Act described :

And whereas it is expedient that the period now limited for the completion by the Company and the London Midland and Scottish Railway Company of the railway authorised by the Axholme Joint Railway (Hatfield Moor Extension Light Railway) Order 1910 should be extended as provided by this Act :

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

And whereas plans and sections showing the lines and levels of the works to be constructed under the powers of this Act and plans of the lands by this Act authorised to be acquired and a book of reference to

A.D. 1931. — such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said lands were deposited with the clerks of the county councils of the several administrative counties in which the said works will be constructed or 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 purposes of this Act cannot be effected 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 (that is to say) :—

Short title.

1. This Act may be cited for all purposes as the London and North Eastern Railway Act 1931.

Interpretation.

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

“ The Company ” means the London and North Eastern Railway Company ;

“ The Act of 1930 ” means the London and North Eastern Railway (Works) Act 1930 ;

“ The railways ” means the new railways and widenings of railways by this Act authorised ;

“ The new railways ” means the new railways by this Act authorised ;

“ The widenings ” means the widenings of railways by this Act authorised ;

“ Parkeston Quay ” means the quay authorised by the Great Eastern Railway Act 1874 and the extensions thereof authorised by the Great Eastern Railway (General Powers) Act 1904 and this Act ;

“The quay extension” means the extension of Parkeston Quay by this Act authorised; A.D. 1931. —

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

The Lands Clauses Acts :

Provided that—

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

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

The Railways Clauses Consolidation Act 1845 ;

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

The Harbours Docks and Piers Clauses Act 1847 except sections 12 and 13 and (unless the Company shall be required by the Board of Trade to provide and maintain a lifeboat and a tide and weather gauge) sections 16 to 19 of that Act :

Provided that the following expressions used in the Harbours Docks and Piers Clauses Act

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1847 shall have the following respective meanings (that is to say) :—

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

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

Interpretation of term “ parish clerks ” &c.

4. For the purposes of the incorporation of the Railways Clauses Consolidation Act 1845 with this Act the expressions “ parish clerks ” and “ clerks of several parishes ” where used in sections 7 8 and 9 of the said Act of 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs.

Protection of gas and water mains of local authorities.

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

Power to Company to make railways.

6. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the railways and widenings hereinafter described with all necessary 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 (that is to say) :— A.D. 1931.
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In the counties of London and Middlesex—

A widening (No. 1) (3 furlongs 5 chains in length) of the London and York main line on the east side thereof commencing in the metropolitan borough of Islington in the county of London at a point 17 chains south of the southern subway at Finsbury Park station and terminating in the borough of Hornsey in the county of Middlesex at a point 18 chains north of the said subway.

In the county of Essex—

A railway (No. 1) (6 furlongs 3 chains in length) in the parish of Ramsey in the rural district of Tendring commencing by a junction with the Manningtree and Harwich Railway at a point 9 chains south-west of the Parkeston goods junction signal box and terminating by a junction with the said railway at a point 5 chains west of the footbridge at Parkeston Quay station;

A widening (No. 2) (1 mile 5 furlongs 1·4 chains in length) of the London and Cambridge main line on the east side thereof in the parish of Littlebury in the rural district of Saffron Walden commencing at a point 15·5 chains north of the northern end of Littlebury tunnel and terminating at a point 23·5 chains south of the footbridge at Great Chesterford station.

In the north riding of the county of York—

A railway (No. 2) (7 furlongs 3·7 chains in length) in the parish of Romanby in the rural district of Northallerton commencing by a junction with the York and Newcastle Railway at a point 5·5 chains south of Longlands junction and terminating by a junction with the Leeds Northern Railway at Boroughbridge Gates junction;

A widening (No. 3) (4 miles 7 furlongs 0·9 chain in length) of the York and Newcastle Railway on the south-west side thereof commencing

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in the parish of Alne in the rural district of Easingwold at a point 5·5 chains north-west of the bridge carrying Shires Lane over the said railway passing in through or into the parishes of Easingwold Raskelf and Brafferton in the said rural district and the parish of Sessay in the rural district of Thirsk and terminating in the said parish of Sessay at a point 17·5 chains south-east of Pilmoor junction.

Rates on
railways.

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

For protec-
tion of
London
County
Council.

8. 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 Act 1930 and any Act amending the same and any byelaws and regulations in force thereunder shall apply to the execution of any of the works authorised by this Act on any lands in the administrative county of London (in this section referred to as "the county") acquired or used under the powers of this Act but the Company shall be entitled to the benefit of any special exemptions in favour of railway companies in the said London Building Act contained:
- (2) The Company shall not where any house or building in the county has been wholly 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:
- (3) The Company shall not in making or maintaining Widening (No. 1) by this Act authorised in any manner obstruct hinder or interfere with the free uninterrupted and safe user of the tramways of the council or any traffic on such tramways and if any costs losses damages and expenses be occasioned to the council in connection with the said tramways or to any person using the

same by reason or in consequence of the construction maintenance or failure of the works in the county by this Act authorised or of any act or omission of the Company or of any person in their employ or of their contractors or others the Company shall effectually indemnify and hold harmless the council against any such costs losses damages and expenses and from all claims and demands upon or against them by reason or in consequence of such construction maintenance or failure or of any such act or omission :

- (4) The Company shall in constructing Widening (No. 1) by this Act authorised over the streets next hereinafter mentioned construct and afterwards maintain the bridges and works to carry such widening 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) :—

Situation of bridge.	Headway.		Span at right angles to street.	
	ft.	ins.	ft.	ins.
Seven Sisters Road -	17	3	60	4
Stroud Green Road -	15	6½	53	0

- (5) Before commencing the construction of the bridge to carry the said Widening (No. 1) over Seven Sisters Road 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 bridge of a greater span than sixty feet four inches measured at right angles to the street the Company shall comply with such requirement The council shall after the completion of the said bridge pay to the Company on demand

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the extra cost reasonably incurred by them in complying with such requirement :

- (6) The Company shall make such provision as may be found practicable for the admission of light and air between the said bridges and their existing bridges over Seven Sisters Road and Stroud Green Road :
- (7) The Company shall if reasonably necessary at their own expense provide and maintain to the reasonable satisfaction of the local authority adequate artificial lighting in the streets under the said bridge to carry Widening (No. 1) by this Act authorised over Seven Sisters Road :
- (8) Subject to the provisions of subsection (5) of this section the Company shall not commence the construction of the bridges in the county to carry Widening (No. 1) by this Act authorised 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 offices of the council with plans elevations sections and all other necessary particulars thereof 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 of every such bridge and shall save harmless the council against all and every expense to be occasioned thereby and the said bridges shall be constructed 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 construction of the bridges the preparation or examination of plans and designs superintendence or

otherwise shall be paid to the council by the Company : A.D. 1931.

- (9) If any entrances or exits for passengers to or from the Finsbury Park station of the Company from or to the adjoining streets (other than any such entrances or exits to or from the said station from or to the new road to be constructed by the Company in substitution for Station Road) are constructed by the Company under the powers of this Act the same shall be so designed and of such extent and so situated as to secure the least practicable inconvenience to the public traffic in such streets and before the construction of any such entrance or exit as first aforesaid is commenced plans thereof shall be submitted to the council for their approval and in default of agreement the same shall be settled by arbitration as hereinafter provided :
- (10) If any difference shall arise between the council and the Company under the provisions of this section other than subsection (1) thereof the same shall (except as otherwise provided in this section) be referred to and determined by an engineer to be appointed by the President of the Institution of Civil Engineers on the application of either party after notice in writing to the other and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such reference.

9. The following provisions for the protection of the council of the metropolitan borough of Islington (in this section referred to as "the council") shall unless otherwise agreed in writing between the council and the Company have effect in exercise of the powers of this Act for the construction of Widening (No. 1) (that is to say) :—

For protection of Islington Borough Council.

- (1) Before the Company shall break up any road street carriageway or footway within the metropolitan borough of Islington they shall give to the council fourteen days' notice in writing of their intention to break up or open such road street carriageway or footway :

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- (2) No road street carriageway or footway shall be broken up or opened except under and in accordance with the reasonable directions of the council provided such directions are given within fourteen days after the receipt of the notice mentioned in the preceding subsection :
- (3) The Company shall within six months after any part of any road street carriageway or footway shall have been first broken up replace the subsoil excavated and fill up and restore the same in a proper and workmanlike manner and to the satisfaction of the council and the Company shall also at their own expense keep and maintain the portions so broken up of the said roads streets and footways and of the parts contiguous thereto which may be affected by the works of the Company in good and substantial repair in every respect to the reasonable satisfaction of the council for twelve months after the same shall have been so restored as aforesaid :
- (4) If any existing sewers drains or gullies of the council shall be broken up or disturbed by the Company in the execution of the works by this Act authorised the same shall be reinstated or made good by and at the expense of the Company to the reasonable satisfaction of the council :
- (5) The Company shall repay to the council all expenses reasonably incurred by them in replacing or in removing altering or protecting any mains cables or other electrical apparatus of the council which may be damaged or be likely to be interfered with by the works of the Company :
- (6) The Company shall at their own expense during the time that any road street carriageway footway sewer or drain in the said borough is opened or broken up in pursuance of this Act cause the same to be properly fenced or guarded and lighted :
- (7) No down pipe for the discharge of water shall project over or discharge upon the carriageway

or footways in Seven Sisters Road or Stroud Green Road : A.D. 1931.

- (8) Before closing the road known as Station Road numbered on the deposited plans 5 in the metropolitan borough of Islington the Company shall within the limits of deviation construct in substitution therefor a road of not less width than the existing road and shall so soon as Station Road has been closed continue the footways of Seven Sisters Road and Stroud Green Road across the ends of Station Road and form pitched crossings at the junctions of the substituted road with Seven Sisters Road and Stroud Green Road. All alterations in the existing carriageways and gullies and all new gullies rendered necessary in consequence of any of the works authorised by this Act shall be carried out or constructed to the reasonable satisfaction of the council at the expense of the Company :
- (9) The carriageway and footways of the said substituted road shall be formed made up paved with granite setts and York stone paved footways channelled kerbed and drained in accordance with plans sections and particulars to be previously submitted to and reasonably approved by the council and from and after the completion of the said substituted road the same shall become a public highway repairable by the council in the same manner as other public highways within the borough. Provided that if and so long as the council shall agree the said substituted road shall be used only for pedestrian traffic in each direction and for vehicular traffic in one direction and to the extent of a portion ten feet in width for the purposes of an omnibus stand for the use of the London General Omnibus Company Limited its successors and assigns and so long as the said portion of road is so used as an omnibus stand that company its successors or assigns shall pay and reimburse to the council so much of the cost of maintaining the substituted

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road as is attributable to the portion thereof used as an omnibus stand :

- (10) The bridges to carry Widening (No. 1) by this Act authorised over Seven Sisters Road and Stroud Green Road shall be of a reasonably ornamental character and design and shall be so constructed as to carry effectually all drainage and water away and so that there shall be no leakage on the public carriageways or footways and shall be maintained in such condition at the expense of the Company. In constructing such bridges the Company shall face the abutments thereof with Staffordshire brindle bricks to a height of two feet above the level of the footway and above that height with white glazed bricks except for such area as may be occupied by the bearing blocks of the girders and shall at all times keep the surface of such bricks in good repair to the satisfaction of the council :
- (11) The Company shall not affix or exhibit or permit to be affixed or exhibited upon the bridges or upon the brick facings parapets wing walls and abutments thereof or upon any part of the lands in the administrative county of London acquired or used under the powers of this Act or upon any building or hoarding and whether during or after the construction of the works by this Act authorised within view of any public street or open space in the said county any advertisements placards or other materials except with the consent of the council and the Company shall keep the said brick facings properly washed and cleaned :
- (12) If any difference shall arise under this section between the council and the Company the same shall be referred to and determined by an engineer to be agreed on between the council and the Company 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 reference :

- (13) The provisions of this section shall extend and apply for the protection of the mayor aldermen and burgesses of the borough of Hornsey in respect of and so far as the same are applicable to any works of the Company which may affect so much of Stroud Green Road as is numbered 1 on the deposited plans in the borough of Hornsey and as if the said mayor aldermen and burgesses were included in the expression "the council." A.D. 1931.

10. For the protection of the Metropolitan Railway Company and the London Electric Railway Company (each of which companies is in this section separately referred to as "the protected company") the following provisions shall unless otherwise agreed in writing between the Company and the protected company apply and have effect (that is to say):—

For protection of Metropolitan and London Electric Railway Companies.

- (1) Nothing shall be done by the Company in the exercise of the powers of this Act to impede or interfere with the traffic of the protected company and the Company shall indemnify the protected company against any damage or injury which may be occasioned to the property or works of the protected company or to any person thereon which may happen or arise in the course of the exercise by the Company of the powers of this Act :
- (2) Nothing in this Act shall prejudice or affect the provisions contained in or the rights powers or privileges conferred by an indenture of lease dated the twenty-second day of March one thousand nine hundred and seven made between the Great Northern Railway Company and the Great Northern and City Railway Company or in or by an indenture of lease dated the sixteenth day of August one thousand nine hundred and eleven made between the Great Northern Railway Company and the London Electric Railway Company but the protected company shall have in respect of any extensions for the purposes of Widening (No. 1) by this Act authorised of the existing subways

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at the Finsbury Park station of the Company the same rights powers and privileges as the protected company have under the said indentures respectively in respect of the said existing subways.

For protec-
tion of
Metro-
politan
Water
Board.

11. For the protection of the Metropolitan Water Board (in this section referred to as "the board") the following provisions shall unless otherwise agreed in writing between the board and the company have effect (that is to say) :—

- (1) The Company shall construct the bridges or viaducts for carrying Widening (No. 1) by this Act authorised over any street or road in which any mains pipes valves hydrants syphons plugs or other works (hereinafter in this section referred to as "apparatus") of the board are situate so that the abutments thereof shall be carried down to a depth below the surface of the said street or road to a level not higher than the lowest invert of any main or mains of the board situate within a distance of ten feet from any part of the said abutments and in no case to a less depth than six feet from the surface of the said street or road :
- (2) The Company shall not under the powers of this Act raise sink or otherwise alter the position of any apparatus of the board 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 of more than five feet unless in the last-mentioned case the Company provide special means of access to the same to the reasonable satisfaction of the board :
- (3) Not less than twenty-eight days before commencing any of the works by this Act authorised under over or affecting any street road or place in which any apparatus of the board is situate or any other work under over or within twenty feet of any apparatus of the board or commencing to raise sink or otherwise alter the position of any apparatus of the board the Company shall submit to the board for their approval detailed plans sections and particulars

of the proposed works Provided that if the board shall not within twenty-eight days after the submission to them of the said plans sections and particulars have disapproved thereof or made any requirements with respect thereto to which the Company shall have failed to agree they shall be deemed to have approved the said plans sections and particulars as submitted to them The works to which the said plans sections and particulars respectively relate shall be executed in strict accordance therewith as approved by the board or as determined by arbitration as hereinafter provided : A.D. 1931.

- (4) It shall be lawful for the board at any time within twenty-eight days after the submission to them of any such plans sections and particulars as aforesaid to give to the Company notice in writing of their intention themselves to provide and lay or construct any necessary new or substituted apparatus or any part thereof or to make the required alteration of any apparatus of the board and in such case the Company shall not provide lay or construct such new or substituted apparatus or make such alteration of such apparatus but the board may themselves provide and lay or construct such apparatus or carry out such alteration and in that event the Company shall repay to the board the reasonable cost incurred by the board therein or in connection therewith :
- (5) The Company shall afford to the board all reasonable facilities for the purpose of enabling the board to carry out any work specified in such notice Provided that if for twenty-eight days after any such notice is given to the Company by the board the board neglect to proceed with all practicable diligence to carry out such works the Company may forthwith proceed with the works as if such notice had not been given to them :
- (6) The board may if they think fit employ such watchmen and inspectors as they may reasonably deem necessary to watch and inspect the execution of any works under the powers of this

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Act or required by subsection (12) of this section so far as they affect any apparatus of the board and the reasonable wages of such watchmen and inspectors shall be borne by the Company :

- (7) The reasonable expense of all repairs or renewals of any apparatus of the board or any works in connection therewith which may at any time hereafter 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 of them or by reason or in consequence of any subsidence resulting from the works of the Company by this Act authorised shall be borne by the Company :
- (8) In executing the works by this Act authorised and in carrying out any removal or alteration of or interference with any apparatus of the board the Company shall not except so far as may be previously agreed in writing by the board interrupt the continuous supply of water by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the board proper and sufficient substituted apparatus :
- (9) If any interruption in the supply of water by the board shall without their written authority be in any way occasioned by the execution or failure of any of the works authorised by this Act or required by this section or by reason of any act or omission of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any of them the Company shall pay to the board for the use and benefit of the board by way of liquidated damages the sum of ten pounds for every hour during which such interruption shall continue Provided that the Company shall not be liable to make any such payment in respect of the failure of any work required by this section which shall have been carried out by the board :

(10) The Company shall make good all damage done by them to any apparatus of the board in the execution of the works by this Act authorised or required by subsection (12) of this section and shall indemnify the board in respect of any actions claims or demands arising out of any interference by the Company with any such apparatus : A.D. 1931.
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(11) The Company shall forthwith on demand repay to the board the amount of the reasonable costs charges and expenses incurred by the board in providing and substituting a steel pipe of a diameter of twenty-four inches encased in concrete for such portion of the existing twenty-four inch main of the board laid in and under that part of the lands in the borough of Leyton referred to in the section of this Act of which the marginal note is "Power to Company to acquire lands" as is acquired by the Company :

(12) (a) In the event of the Company proposing to place erect or construct any rails or works (hereinafter referred to as "works") in upon or over any part of the lands numbered 4 on the deposited plans in the borough of Walthamstow referred to in the section of this Act of which the marginal note is "Power to Company to acquire lands" the Company shall deliver to the board plans sections and a description of the works so proposed to be executed describing the proposed manner of executing the same and specifying the day on which the Company propose to commence such works and such plans sections and description shall be delivered to the board at least twenty-eight days before the day to be specified as aforesaid as that on which the Company propose to construct such work In the event of such plans sections and descriptions so delivered to the board as aforesaid not being objected to within twenty-eight days the works shall be executed in strict accordance therewith ;

(b) If it should appear to the board that the proposed works will interfere with or endanger

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the board's aqueduct or obstruct the flow of water therein the board may within twenty-eight days after delivery of the said plans sections and description give notice to the Company to take all necessary precautions and to execute and do all such works and things as may be specified in the last-mentioned notice and as they may reasonably consider to be necessary or expedient for preventing the interference with or endangering of the said aqueduct or the obstruction of the flow of water therein ;

(c) The expense of all works whether of construction maintenance or repair of the banks side walls or foundations of the said aqueduct which may at any time hereafter be rendered necessary either by or in consequence of the construction of the works or by the acts or defaults of the Company their contractors agents workmen or servants or any person in the employ of them or any of them shall be borne by the Company and shall be paid by them to the board forthwith upon demand ;

(d) It shall be lawful for the board and their contractors agents workmen or servants and others in their respective employ at all times when it may be necessary to enter upon and pass through the lands works and premises of the Company at any point or place at or near to which any works have been or are being executed affecting the said aqueduct or the banks thereof and to do all such work as may be necessary for maintaining or repairing the said aqueduct and banks or for the purpose of cleansing the said aqueduct but in exercising such powers the board or their contractors officers or servants shall comply with all reasonable requirements of the Company ;

(e) The Company shall not during the period of the construction of the works or at any time after the said works shall have been completed do or suffer to be done anything whereby the flow of water in the said aqueduct shall be in any way interfered with or diminished or the water contaminated or allow

any material article liquid or thing to be deposited or to fall from the works on to or into the said aqueduct; A.D. 1931.
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(f) The abutments of the works shall be so placed as to be at a distance of not less than six feet from the nearest part of the said aqueduct and the foundations of the said abutments shall be carried down to a depth of not less than one foot below the bottom of the said aqueduct :

- (13) If any difference shall arise under this section (other than a difference as to the construction or meaning of this section) between the board or their engineer and the Company or their engineer the same shall be referred to and determined by an engineer to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and the Arbitration Act 1889 shall apply to any such reference.

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

13. If the Company fail within the period limited by this Act to complete the new 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 new 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 if new railways not opened within period limited.

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

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Railway and Canal Traffic Act 1854.

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

But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Minister of Transport that the Company were prevented from completing or opening the new 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.

Application
of penalty.

14. 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 new railway in respect of which the 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 upon the Company by this Act for the purposes of such new 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 new 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. A.D. 1931.
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15. The Company may make the arches of the bridges for carrying the widenings over any roads of any heights and spans not less than the heights and spans of the bridges carrying the existing railway over such roads respectively and may make the roadway over the bridges by which any roads will be carried over the widenings of such width between the fences thereof as the Company think fit not being less than the width between the fences of the roadway over the bridges by which such roads are respectively carried over the existing railway. As to bridges on widenings.

16. Subject to the provisions of this Act the Company may divert in the manner shown upon the deposited plans of Widening (No. 3) the footpath numbered on those plans 32 in the parish of Raskelf in the rural district of Easingwold and may stop up and cause to be discontinued as a footpath so much of any existing footpath as will be rendered unnecessary by the new portion of footpath so shown on the said plans. Power to divert and stop up footpath.

17. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over the railways or any of them by a bridge or bridges or the immediate approaches thereto except so far as the level of such road 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 prior to the passing of this Act for the maintenance of the surface of any such road highway or approach. Repair of roads where level not permanently altered.

18. Subject to the provisions of this Act the Company may in the lines shown on the deposited plans and according to the levels shown on the deposited sections make and maintain the quay extension hereinafter described with all necessary and convenient works. Power to make quay extension.

A.D. 1931. — appliances 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 and may use for any of such purposes any of the said lands which have already been acquired by the Company (that is to say) :—

In the county of Essex—

An extension in the parish of Ramsey in the rural district of Tendring and on the bed and foreshore of the river Stour of Parkeston Quay for a distance of 17 chains in a westerly direction.

Quay extension to form part of Parkeston Quay.

19. The quay extension shall as regards tolls rates dues and charges the powers and duties of the harbour master and byelaws and in all other respects (including the purpose of the definition of the prescribed limits contained in the Great Eastern Railway Act 1874 and all other the purposes of that Act and of the Harbours Docks and Piers Clauses Act 1847 so far as incorporated by this Act) be deemed to form part of Parkeston Quay and the provisions of the said Act of 1874 and of this Act relating to Parkeston Quay shall apply accordingly.

Power to dredge.

20. Subject to the provisions of this Act the Company may to such extent as they may deem expedient dredge scour cleanse deepen and improve the bed channel and foreshore of the river Stour adjoining and near to Parkeston Quay and the approaches thereto for the purpose of constructing and maintaining the works by this Act authorised and obtaining preserving or improving the access to the said quay and may appropriate use and dispose as they think fit of any materials so dredged or removed Provided that all materials excavated or dredged under the provisions of this section if deposited below high-water mark shall be deposited in such position and under such restrictions as may be fixed by the Board of Trade.

Power to reclaim.

21. Subject to the provisions of this Act the Company may enclose and reclaim the portion of the

foreshore and bed of the river Stour situate on the landward side of the northern limit of deviation shown on the deposited plans of the quay extension and the railway (No. 1) by this Act authorised and the portion of the foreshore and bed of the river Stour so enclosed and reclaimed shall subject to the provisions of the section of this Act of which the marginal note is " Crown rights " vest in and belong to the Company. A.D. 1931.

22. Subject to the provisions of this Act for the purposes of and in connection with Parkeston Quay and the railway and works thereat by this Act authorised the Company may provide erect fit up and equip on any lands belonging to them all such depots yards rails sidings approaches retaining walls dams embankments piling caissons landing places stages mooring buoys cranes lifts machinery pipes pumps and other works appliances and conveniences and warehouses shops offices and buildings as they think necessary or convenient. Subsidiary works at Parkeston Quay.

23. The provisions contained in the sections of the Act of 1930 the numbers and marginal notes of which are set forth in this section shall so far as applicable extend and apply as if they were re-enacted in this Act (that is to say) :— Incorporation of certain provisions of Act of 1930.

Section 7 (Works below high-water mark subject to approval of Board of Trade);

Section 8 (Lights to be exhibited during construction of works);

Section 9 (Permanent lights on works);

Section 10 (Abatement of work abandoned or decayed);

Section 11 (Survey of works by Board of Trade); and

Section 12 (Provision against danger to navigation).

24. 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 in accordance with the levels so shown) the works in this section described with all necessary works and conveniences connected therewith and may exercise the powers hereinafter mentioned and may enter upon take Power to make further works.

[Ch. xcii.] *London and North* [21 & 22 GEO. 5.]
Eastern Railway Act, 1931.

A.D. 1931. and use the lands delineated on the deposited plans
— and described in the deposited book of reference relating
thereto (that is to say) :—

In the county of Essex—

The Company may in the parish of Stansted Mountfitchet in the rural district of Stansted construct a new footpath and footbridge crossing the London and Cambridge main line at a point 15·5 chains south-west of the footbridge at Stansted station and may upon the completion thereof stop up and discontinue such portions of the footpaths crossing the said main line on the level at points respectively 15·5 and 18 chains south-west of the said footbridge as lie between the boundaries of the Company's property.

In the county of Northampton—

The Company may in the parish of Woodford-cum-Membris in the rural district of Daventry divert in a westerly direction so much of the road leading from Byfield Road to Manor House as lies between points respectively measured along the said road 2·5 chains and 17·5 chains south of the point where the said road joins Byfield Road and may upon the completion of such diversion stop up and discontinue so much of the said first-mentioned road as lies between the said points.

For protec-
tion of
Northamp-
tonshire
County
Council.

25. Notwithstanding anything contained in this Act or shown on the deposited plans and sections the following provisions for the protection and benefit of the council of the administrative county of Northampton (in this section referred to as "the county council") shall except so far as may be otherwise agreed in writing between the county council and the Company apply and have effect (that is to say) :—

- (1) In this section the expression "the signed plan" means the plan which has been signed in duplicate by Herbert Ashlin Millington on behalf of the county council and by Alfred James Brickwell on behalf of the Company:

- (2) The diversion of the road leading from Byfield Road to Manor House in the parish of Woodford-cum-Membris in the rural district of Daventry in the county of Northampton which is authorised by the section of this Act of which the marginal note is "Power to make further works" shall be constructed of a clear width of ten feet throughout and upon the lands which are coloured red upon the signed plan : A.D. 1931.
- (3) The said diversion shall be constructed in accordance with plans sections and specifications to be submitted to and reasonably approved by the surveyor of the county council and shall be constructed under the superintendence (if given) and to the reasonable satisfaction of the said surveyor and the existing roadway between the points marked "A" and "B" on the signed plan shall not be closed until the said diversion has been completed and is open for traffic :
- (4) The Company shall to the reasonable satisfaction of the county council erect and for ever thereafter maintain along the lines between the points marked "C" and "D" which are coloured blue upon the signed plan (which lines are throughout at a distance of thirty feet from each other) suitable fences not less than three feet six inches in height :
- (5) The Company shall at their own expense before they close the existing road between the points marked "A" and "B" on the signed plan remove the gates which exist across that road at the points marked "C" and "D" on that plan :
- (6) The land which is coloured yellow on the signed plan (and which lies between the said fences and the said diversion and between the said fences and the carriageway (coloured brown on the said plan) at each end of the said diversion extending from the point marked "C" to the point marked "A" and from the point marked "B" to the point marked "D" on the said plan) shall at all times be open to the public

A.D. 1931.

and shall if and when the county council so desire be available for the widening by them and at their expense of the said diversion and portions of carriageway to a width throughout of not exceeding thirty feet:

- (7) When the said diversion has been constructed by the Company in accordance with the provisions of this section the whole width of the road and land extending from the point marked "C" to the point marked "D" on the signed plan shall for ever thereafter be maintained by and at the expense of the county council:
- (8) Any difference arising between the Company and the county council under or in pursuance of this section shall be referred to and determined by a single arbitrator to be appointed on the application of either party after notice in writing to the other by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Power to deviate in construction of works.

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

Provided that no deviation either lateral or vertical shall be made below high-water mark without the consent in writing of the Board of Trade.

Underpinning of houses near works.

27. 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 such works 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) :— A.D. 1931.

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

A.D. 1931.

on the requisition of the Company such underpinning or strengthening shall prove inadequate for the support or protection of the house or building against any further injury arising from the execution or use of the works of the Company then and in every such case unless such underpinning or strengthening shall have been done in pursuance of the requirements of and in the mode prescribed by the arbitrator the Company shall make compensation to the owners lessees and occupiers of such house or building for such injury provided the claim for compensation in respect thereof be made by such owners within twelve months and by such lessees or occupiers within six months from the discovery thereof :

- (7) Nothing in this section contained nor any dealing with any property in pursuance of this section shall relieve the Company from the liability to compensate 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 section shall subject to the provisions of this Act 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.

Stopping up roads and footpaths without providing substitute.

28. Where this Act authorises the stopping up of a road or footpath or portion thereof without providing a substitute such stopping up shall not take place except where the same is situate upon property of the Company without the consent of the owners lessees and occupiers of the houses and lands abutting on both sides thereof and from and after such stopping up all rights of way over or along the road or footpath or portion authorised to be stopped up shall be extinguished and the Company may subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near the railway appropriate and use for the purposes of their undertaking the site of the road or footpath or portion thereof so stopped up :

Provided that the Company shall make full compensation to all parties interested in respect of any private rights of way extinguished by virtue of this section and such compensation shall be settled in manner provided by the Lands Clauses Acts with reference to the taking of lands otherwise than by agreement. A.D. 1931.

29. 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.

30. Subject to the provisions of the section of this Act of which the marginal note is "Repair of roads where level not permanently altered" any road or Further provision as to repair of roads and footpaths.

A.D. 1931. — footpath or portion of road or footpath made diverted or altered under the authority of this Act (except the structure carrying any such road or footpath over any railway of the Company which structure shall unless otherwise agreed be maintained by and at the expense of the Company) shall when made and completed unless otherwise agreed be maintained by and at the expense of the body or persons liable to maintain roads or footpaths of the same nature and in the same parish and district or borough as the road or footpath or portion of road or footpath in question.

Power to
Company to
acquire
lands.

31. 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 (that is to say):—

In the county of Essex—

Lands in the borough of Leyton—

(a) on the south-west side of and adjoining the Stratford and Copper Mills Junction Railway and extending south-east for a distance of 2·7 chains from the bridge carrying Lea Bridge Road over the said railway and in connection therewith the Company may stop up and discontinue so much of Lammas Road as extends for a distance of 7 yards south-west of the said railway;

(b) on the south-west side of and adjoining the said railway and extending for a distance of 0·2 chain south-east of the level crossing 19·5 chains north-west of the said bridge;

Lands in the borough of Walthamstow on the south-west side of and adjoining the Stratford and Copper Mills Junction Railway and extending between points respectively 9 chains south-east and 0·8 chain north-west of the bridge carrying the Clapton and Chingford Railway over the said junction railway;

Lands in the parish of Wendens Ambo in the rural district of Saffron Walden— A.D. 1931.

(a) on the west side of and adjoining the London and Cambridge main line and extending north for a distance of 35 chains from the bridge carrying Wendens Ambo Road over the said main line at Audley End station;

(b) on the east side of and adjoining the said main line and extending between points respectively 22 chains and 35·5 chains north of the said bridge.

In the county of Hertford—

Lands in the urban district of Hoddesdon—

(a) on the east side of and adjoining the London and Cambridge main line and extending between points respectively 3 chains and 19·8 chains north-east of Spital Brook;

(b) on the west side of and adjoining the said main line and extending between points respectively 5 chains and 22·5 chains north-east of Spital Brook.

32. For the protection of the mayor aldermen and burgesses of the borough of Leyton (in this section referred to as "the corporation") the following provisions shall unless otherwise agreed in writing between the Company and the corporation apply and have effect (that is to say) :—

For protec-
tion of
Leyton Cor-
poration.

- (1) The Company shall before they remove the existing steps leading from Lea Bridge Road into Lammas Road situate on the property numbered on the deposited plans 1 in the borough of Leyton erect and thereafter maintain to the reasonable satisfaction of the corporation new steps of similar dimensions to the existing steps in such position in Lammas Road outside the limits of deviation shown on the deposited plans as shall be reasonably approved by the corporation :
- (2) Any difference arising between the Company and the corporation under this section shall

A.D. 1931.

be determined by an arbitrator 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 any such arbitration.

As to private rights of way over lands acquired compulsorily.

33. All private rights of way over any lands which shall under the powers of this Act be acquired compulsorily shall as from the date of such 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.

Power to acquire easements compulsorily in certain cases.

34. Subject to the provisions of the section of this Act the marginal note of which is "Crown rights" but notwithstanding any other provision of this Act or of any Act wholly or partly incorporated herewith the Company shall not be required to purchase any railway tramway tramroad river canal navigation watercourse aqueduct drain dyke or sewer or any part thereof respectively shown on the deposited plans which may be crossed or interfered with in constructing any work of the Company but they may acquire such easements and rights in over or under any such railway tramway tramroad river canal watercourse aqueduct drain dyke or sewer as they may require for making maintaining working and using any such work 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.

35. 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:— A.D. 1931.

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

A.D. 1931.
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the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :

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

The provisions of this section shall be in force notwithstanding anything in the Lands Clauses Consolidation Act 1845 contained and nothing contained

in or done under this section shall be held as determining or as being or implying an admission that 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.

A.D. 1931

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

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

Period for compulsory purchase of lands.

37. 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.

38. 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.

39.—(1) The tribunal to whom any question of disputed purchase money or compensation under this Act is referred shall if so required by the Company award and declare whether a statement in writing of the amount of compensation claimed has been delivered to the Company by the claimant giving sufficient particulars and in sufficient time to enable the Company

Costs of arbitration in certain cases.

A.D. 1931. — 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 shall 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 that this subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) Section 34 of the Lands Clauses Consolidation Act 1845 for the purposes of its application to this Act shall be read and have effect subject to the following proviso in all cases in which notice of the effect of such proviso accompanies any offer of purchase money and compensation made by the promoters (namely) :—

Provided that in the event of a party to whom a sum shall have been offered by the promoters at least ten days before the commencement of the hearing before the arbitrator failing within ten days of the making of the offer to notify the promoters in writing that he accepts the same all the costs and expenses of the promoters of and incidental to the arbitration incurred by them after the date of the offer shall in the event of his subsequently accepting such offer be borne by him including any fees and expenses of the arbitrator.

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

A.D. 1931.
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Compensation in case of recently altered buildings.

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

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

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

42.—(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

As to private street expenses in certain cases.

A.D. 1931. — which any street as defined by the Public Health Acts and not being a highway repairable by the inhabitants at large shall wholly or partially front adjoin or abut and (b) which shall at the time of the laying out of such street be used by the Company solely as a part of their lines of railway or sidings stations or works and shall have no direct communication with such street.

(2) The expenses incurred by any urban authority under the powers of the said section which but for this provision the Company would be liable to pay shall be repaid to the urban authority by the owners of the premises fronting adjoining or abutting on the said street other than the Company and in such proportions as shall be settled by the surveyor of the urban authority.

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

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

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

Application
of section 43
of Act of
1923 and
section 71
of Act of
1924.

43. The provisions of section 43 of the London and North Eastern Railway Act 1923 (which authorises the leasing &c. of lands and premises purchased or acquired by the Company and others prior to the passing or under the powers of that Act) and of section 71 of the London and North Eastern Railway Act 1924 (which authorises the building &c. on and over lands acquired or held by the Company under the powers of that Act or any previous Act) shall extend and apply to any lands or premises acquired or held under the powers of this Act.

Extension of
time for
completion
of works.

44. The period now limited by the London Midland and Scottish Railway Act 1927 for the completion of the railway authorised by the Axholme Joint Railway

(Hatfield Moor Extension Light Railway) Order 1910 is hereby extended until the first day of October one thousand nine hundred and thirty-six and the said 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 Order for the completion thereof. A.D. 1931.

45. The Company may appropriate and apply to all or any of the purposes or objects of this Act being purposes to which capital is properly applicable any of the moneys which they have raised or are authorised to raise and which may not be required for any purpose to which they are made specially applicable. Power to Company to apply funds.

46. Nothing in this Act contained shall exempt any company or committee upon whom any powers are conferred by this Act or their respective railways from the provisions of any general Act relating to railways or the better and more impartial audit of the accounts of railway companies passed before or after the passing of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels authorised to be taken by any such company or committee. Provision as to general Railway Acts.

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

48. 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. Costs of Act.

A.D. 1931.

The SCHEDULE referred to in the
foregoing Act.DESCRIBING PROPERTIES WHEREOF PORTIONS ONLY MAY
BE TAKEN COMPULSORILY.

Area.	No. on deposited plans.	Description of property in book of reference.
WIDENING (No. 2)		
Parish of Littlebury -	2	Field.
	3	House and outbuildings garden ground and shed.
RAILWAY (No. 2)		
Parish of Romanby -	11	Paddock and cart road.
	12	Orchard.
	13	Land pond and sheds.
WIDENING (No. 3)		
Parish of Raskelf -	4	Land and sheds.
	5	Orchard and garden ground.
	6	Pig-run and sheds.
	7	Field.
ADDITIONAL LANDS—LEA BRIDGE		
Borough of Leyton -	2	Garden poultry run and shed.
	3	Bungalow and land.
	4	Bungalow land and shed.
	5	Bungalow.
ADDITIONAL LANDS—BROXBOURNE		
Urban district of Hoddesdon	2	Land and drain.
	3	Occupation road.
	6	Land.

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FOR

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