



CHAPTER xcix.

An Act to empower the London Midland and Scottish Railway Company to acquire lands to revise the rules of the superannuation fund of the Company to make provision in relation to tolls and charges upon the canals of that Company and of the West London Extension Railway Company and for other purposes. A.D. 1935.

[2nd August 1935.]

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

And whereas the tolls and charges leviable by the Company on the canals and navigations in England belonging to them are prescribed in Orders of the Board of Trade made under the Railway and Canal Traffic Act 1888 and confirmed by the Canal Tolls and Charges No. 1 (Canals of the Great Northern and certain other Railway Companies) Order Confirmation Act 1894 Canal Tolls and Charges No. 7 (River Ancholme &c.) Order Confirmation Act 1894 Canal Rates Tolls and Charges No. 2 (Bridgewater &c. Canals) Order Confirmation Act 1894 respectively :

And whereas the tolls and charges leviable by the West London Extension Railway Company on the Kensington Canal are prescribed in the Order of the Board of Trade confirmed by the Canal Tolls and Charges

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and Scottish Railway Act, 1935.

A.D. 1935. No. 7 (River Ancholme &c.) Order Confirmation Act
— 1894 :

And whereas by directions of the Minister of Transport given in pursuance of the powers in that behalf contained in the Ministry of Transport Act 1919 the tolls and charges so prescribed were increased and the tolls and charges as so increased have been continued in force under the provisions of the Canals (Continuance of Charging Powers) Acts 1922 and 1924 and various Expiring Laws Continuance Acts until the thirty-first day of December one thousand nine hundred and thirty-five and it is expedient that permanent provision should be made for regulating such tolls and charges in accordance with the provisions of this Act :

And whereas it is expedient that provision should be made for an alteration in the scale of contributions of future members of the superannuation fund of the Company and that certain provisions relating to that fund should be amended :

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 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 councils of the administrative counties and town clerks of the county boroughs respectively within which the said lands are situate which plans and book of reference are in this Act respectively referred to as the deposited plans and book of reference :

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

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

Short title.

1. This Act may be cited for all purposes as the London Midland and Scottish Railway Act 1935.

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—

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—
Interpretation.

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

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

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

Provided that (1) notwithstanding anything contained in the Lands Clauses Consolidation Act 1845 any question of disputed compensation under this Act or any Act incorporated herewith (other than a question required to be determined by two justices) shall be determined by a single arbitrator to be agreed upon between the Company and the person claiming the compensation or in default of such agreement appointed by the Board of Trade on the application of either party (2) the bond required by section 85 of the Lands Clauses Consolidation Act 1845 shall be under the common seal of the Company and shall be sufficient without the addition of the sureties mentioned in that section.

4. Subject to the provisions of this Act the Company may for any purposes connected with or ancillary to their undertaking enter upon take use and appropriate all or any of the lands hereinafter described or referred to and delineated on the deposited plans and described in the

Power to Company to acquire lands.

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and Scottish Railway Act, 1935.

A.D. 1935. deposited book of reference relating thereto (that is to say) :—

In the county of Essex—

Lands wholly in the borough of Barking—

- (a) On the north side of and adjoining the Barking to Tilbury railway of the Company between a point on the boundary of the Company's property two hundred and fifty yards east of the point where the embankment carrying the East Ham and Barking bye-pass road meets the said boundary and Ripple Lane;
- (b) On the north side of and adjoining the said railway extending from Ripple Lane for a distance of eight hundred and seventy yards eastwards;
- (c) On the south side of and adjoining the said railway between the point where the embankment carrying the said bye-pass road meets the boundary of the Company's property and Ripple Lane.

Lands wholly in the urban district of Purfleet—

- (a) On the north-east side of the said railway between points on the boundary of the Company's property respectively thirty yards measured in a north-easterly direction and one hundred and fifty-six yards measured in a north-westerly direction from the east end of the footbridge at Purfleet Rifle Range station;
- (b) On the west side of the West Ham and Purfleet road between points on the boundary of the said road one hundred and three yards and one hundred and eighty-four yards respectively measured in a northerly direction from the north-east corner of the signal box at Purfleet Rifle Range station;
- (c) On the south-west side of and adjoining the said railway between the said West Ham and Purfleet road and a point on the boundary of the Company's property one hundred and seventy-four yards south-east thereof.

In the county of Chester—

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Lands wholly in the urban district of Hazel Grove and Bramhall—

- (a) On the north-east side of and adjoining the Stockport to Buxton railway of the Company between points on the boundary of the Company's property forty-six yards and two hundred and twenty-two yards respectively measured in a south-easterly direction from the western end of the footpath between Station Street and School Street;
- (b) On the north-east side of and adjoining the said railway between points on the boundary of the Company's property thirty yards north and ninety yards north-west respectively measured from the eastern abutment of the bridge carrying the Heaton Mersey and Chinley railway of the Company over the said railway.

In the county of Gloucester—

Lands wholly in the parish of Ashchurch in the rural district of Tewkesbury—

- (a) On the east side of and adjoining the Birmingham to Cheltenham railway of the Company between points on the boundary of the Company's property twenty-two yards and three hundred and fifty-five yards respectively measured in a southerly direction from Natton Lane;
- (b) On the west side of and adjoining the said railway extending from Natton Lane for a distance of forty yards northwards;
- (c) On the west side of and adjoining the said railway extending from Natton Lane for a distance of two hundred and sixty yards southwards.

In the county of Hertford—

Lands wholly in the parish of Watford Rural in the rural district of Watford—

- (a) On the east side of and adjoining the London to Birmingham railway of the Company extending from Little Oxhey Lane for a

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distance of five hundred and ninety-four yards measured along the boundary of the Company's property in a northerly direction;

- (b) On the east side of and adjoining the said railway between points on the boundary of the Company's property respectively one hundred and twenty-three yards north of the north end of the platforms at Carpenders Park station and twelve yards north of the Company's bridge number 56 carrying the footpath from Oxhey Lodge to Oxhey Road over the said railway.

In the county borough of Blackpool—

Lands on the east side of and adjoining the goods yard of the Company at Blackpool North station extending between a point seventy-seven yards from New Road for a distance of sixty-seven yards measured in a northerly direction along the boundary of the Company's property.

In the county borough of West Bromwich—

Lands between a point twenty-one yards south-west of the Birmingham Canal and two hundred and ten yards south-east of Bromford Lane and a point sixty-nine yards north-west of the Parker Branch of the said canal measured along the boundary of the Company's property.

In the county of Worcester—

Lands in the urban district of Oldbury extending between points ninety-five yards and one hundred and fourteen yards respectively measured along the boundary of the Company's property in a westerly direction from the Parker Branch of the Birmingham Canal.

In the city and county borough of Coventry—

- (a) Lands on the north side of and adjoining the Coventry to Kenilworth railway of the Company between the toe of the embankment carrying the carriage sidings of the Company at Coventry station and a point one hundred and thirty-seven yards measured along the boundary of the Company's property south-west thereof;

- (b) Lands on the south side of and adjoining the said railway extending from Stoney Road for a distance of eighty-one yards eastwards; A.D. 1935.
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- (c) Lands on the south side of and adjoining the Coventry station of the Company extending from Stoney Road for a distance of ninety-three yards westwards measured along the boundary of the Company's property;
- (d) Lands on the north-east side of and adjoining the London to Birmingham railway of the Company extending from Stoney Road for a distance of one hundred and twenty yards eastwards;
- (e) Lands on the north side of and adjoining the said London to Birmingham railway between Stoney Road and Eaton Street;
- (f) Lands on the south side of and adjoining the said London to Birmingham railway extending from Beechwood Avenue for a distance of one hundred and three yards eastwards;
- (g) Lands on the south side of and adjoining the said London to Birmingham railway between Beechwood Avenue and Canley Lane;
- (h) Lands on the north side of and adjoining the said London to Birmingham railway extending from Beechwood Avenue for a distance of three hundred and thirty-four yards eastwards;
- (i) Lands on the north side of and adjoining the said London to Birmingham railway extending from Canley Lane for a distance of three hundred and twenty-five yards eastwards;
- (j) Lands on the south side of and adjoining the said London to Birmingham railway between Canley Lane and the fence on the west side of the public footpath at Wakefield level crossing;
- (k) Lands on the south side of and adjoining the said London to Birmingham railway between a point on the boundary of the Company's property twenty yards west of the fence on the west side of the public footpath at Wakefield level crossing and the east end of the goods yard of the Company at Tile Hill station;

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- (1) Lands on the north side of and adjoining the said London to Birmingham railway between Canley Lane and a point on the boundary of the Company's property sixty yards east of Station Avenue Tile Hill.

For protec-
tion of
Manor
Joinery
Works
Limited.

5. The following provisions for the protection of Manor Joinery Works Limited (who and their successors in title to the lands hereinafter in this section referred to are hereinafter in this section referred to as "the owners") shall unless otherwise agreed in writing between the Company and the owners apply and have effect :—

Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or appropriate any greater part of the lands numbered 1 and 2 in the borough of Barking on the deposited plan marked "Additional lands at Ripple Lane" than that shown by pink colour on a plan signed by William Kelly Wallace on behalf of the Company and by Henry Adair Rawlins on behalf of the owners.

For protec-
tion of
certain
drainage
authorities.

6. For the protection of the Essex Rivers Catchment Board the River Roding Catchment Board the Ripple Internal Drainage Board the commissioners of sewers for the levels of Barking and East Ham and the Rainham Internal Drainage Board (each of which authorities is in relation to any watercourse under the jurisdiction of that authority in this section referred to as "the drainage authority") the following provisions shall unless otherwise agreed in writing between the Company and the drainage authority apply and have effect :—

- (1) In this section unless the context otherwise requires—

"banks" has the meaning assigned to that expression by the Land Drainage Act 1930;

"watercourse" includes—

- (a) any river (other than a main river) and any stream ditch drain culvert dyke sluice sewer or passage through which water flows; and

(b) as respects the Essex Rivers Catchment Board or the River Roding Catchment Board any main river within the meaning of the Land Drainage Act 1930 and the banks thereof : A.D. 1935.
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(2) Except with the consent of the drainage authority the Company shall not on in under or over any lands acquired by them under this Act erect any building or structure execute any work or do anything—

(a) so as to interrupt or impede the free passage of water (including flood water) through in into or out of any watercourse ; or

(b) otherwise than—

(i) so that the top or upper surface of any structure or work constructed under any watercourse shall be situate at such depth below such watercourse as to allow of the proper cleansing and scouring of such watercourse and of the deepening of the bed thereof to such extent as may be reasonably required by the drainage authority ; and

(ii) so as to permit of any such widening of the watercourse as the drainage authority may reasonably require :

(3) (a) Not less than twenty-eight days before commencing to erect any building or structure or to execute any work in under or over any lands acquired by them under this Act so as in any way to affect or interfere with any watercourse or the banks thereof the Company shall submit plans sections and particulars of the proposed building structure or work to the drainage authority for their reasonable approval Provided that if the drainage authority do not within twenty-eight days after the submission to them of such plans sections and particulars signify to the Company their approval or disapproval thereof they shall be deemed to have approved thereof and that if within such last-mentioned period the drainage authority shall have expressed their disapproval

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of such plans sections and particulars a difference shall be deemed to have arisen between them and the Company which shall (unless previously settled by agreement) be determined by arbitration as hereinafter provided ;

(b) So much of any such building structure or work as may affect or interfere with any such watercourse or the banks thereof as aforesaid shall not be erected or executed otherwise than in strict accordance with such plans sections and particulars as may be approved by the drainage authority or settled by arbitration as aforesaid and shall be erected and constructed to the reasonable satisfaction of the drainage authority and under the superintendence of their engineer if the engineer elect to superintend after receiving reasonable notice of the date and time on and at which the building structure or work is to be commenced ;

(c) The Company shall at all reasonable times afford to the engineer of the drainage authority and his duly authorised representatives access to such building structure or work or part thereof as aforesaid for the purposes of inspection :

(4) The Company shall not stop up alter or divert any watercourse without the consent in writing of the drainage authority to be given under the hand of the clerk of the drainage authority which consent shall not be unreasonably withheld and may be given subject to such conditions as the drainage authority may reasonably require :

(5) (a) Where any lands acquired by the Company under this Act abut upon or are intersected by any watercourse the drainage authority and their officers servants workmen contractors and agents shall be entitled at all times to have access to such watercourse and to pass and repass along the banks thereof and use such banks for that purpose and for the exercise and discharge of their functions ;

(b) The Company shall from time to time give to the drainage authority and their officers

servants workmen contractors and agents such facilities as shall be reasonably necessary for the purposes of this subsection : A.D. 1935.
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- (6) Nothing in this Act or done thereunder shall extend to prejudice diminish alter or take away any of the rights powers privileges or authorities vested or to be vested in the drainage authority or in any catchment board or drainage board to whom all or any of the rights powers duties obligations and liabilities of the commissioners of sewers for the levels of Barking and East Ham may be transferred under the Land Drainage Act 1930 :
- (7) Any question or dispute which may arise under this section between the Company and the drainage authority (save as to the construction of this section) shall be referred to and determined by an arbitrator to be agreed upon between them or in default of agreement to be appointed on the application of either party (after notice in writing to the other of them) by the President of the Institution of Civil Engineers and subject as aforesaid the provisions of the Arbitration Acts 1889 and 1934 shall apply to any such reference and determination.

7. Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not enter upon take use or appropriate—

- (1) any of the land numbered 11 in the borough of Barking on the deposited plan marked " Additional lands at Ripple Lane " other than so much as is coloured pink upon a plan of which four copies have been signed by the Marquess of Hartington the chairman of the committee of the House of Commons to which the Bill for 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) the land numbered 3 in the urban district of Purfleet on the deposited plan marked " Additional lands at Purfleet."

As to
certain
land at
Barking
and
Purfleet.

A.D. 1935.

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For protec-
tion of
Lower
Thames
Land
Develop-
ment and
Power
Company
Limited.

8. Notwithstanding anything contained in this Act or shown upon the deposited plans the Company shall not except by agreement acquire any lands belonging to the Lower Thames Land Development and Power Company Limited other than the lands coloured red upon a plan signed by William Kelly Wallace on behalf of the Company and by John Cornelius Dalton on behalf of the Lower Thames Land Development and Power Company Limited.

For protec-
tion of
County of
London
Electric
Supply
Company
Limited.

9. For the protection of the County of London Electric Supply Company Limited (hereinafter in this section referred to as "the county company") the following provisions shall unless otherwise agreed in writing between the Company and the county company apply and have effect :

- (1) The Company shall not in exercise of the powers conferred upon them by this Act acquire any interest in any lands in through under or over which the county company possess an easement or right of constructing or maintaining any apparatus except subject to that easement or right :
- (2) At least twenty-eight days before commencing on any lands acquired under the powers of this Act any works which may affect any apparatus of the county company the Company shall submit to the county company detailed plans sections and particulars of the works so proposed to be executed describing the proposed manner of executing the same and (except in emergency) a notice stating the date when it is proposed to commence the works :
- (3) If the county company do not object to any such plans sections and particulars so submitted to them within twenty-eight days from the receipt thereof they shall be deemed to have approved them as submitted. The works to which the said plans sections and particulars respectively relate shall not be executed except in strict accordance therewith as approved by the county company or as determined by arbitration as hereinafter provided :

- (4) If it should appear to the county company that any works proposed to be executed by the Company on any lands acquired under the powers of this Act will interfere with or endanger or render useless or partially useless any of their apparatus or impede access thereto or the supply of electricity or water thereby the county company may give notice to the Company to raise lower or otherwise alter the position of such apparatus or to support the same or to substitute temporarily or otherwise other apparatus or to lay new apparatus in such manner as may be considered necessary and to lay or place under or over any apparatus cement concrete or other like substance Any difference as to the necessity of such lowering alteration support substitution laying or placing cement concrete or other like substance (hereinafter called "protective works") shall be settled as hereinafter provided and all such protective works shall (save as hereinafter provided) be done and executed by and at the expense of the Company but to the reasonable satisfaction and under the superintendence (if given) of the engineer of the county company and the reasonable costs charges and expenses of such superintendence shall be paid by the Company :
- (5) If the county company by notice in writing to the Company so require the county company may by their own engineer or workmen execute such protective works and the Company shall on completion thereof pay to the county company the reasonable expenses incurred by them in such execution The Company shall afford to the county company all reasonable facilities for the purpose of enabling the county company to execute any such protective works but if the county company neglect to proceed with such works with all practicable diligence the Company may proceed therewith as if the notice had not been given :
- (6) The county company may if they think fit employ such watchmen or inspectors as they may reasonably deem necessary to watch and inspect

A.D. 1935.
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A.D. 1935.
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the execution of any works on any lands acquired under the powers of this Act so far as they affect or may affect any apparatus of the county company and the reasonable wages of such watchmen or inspectors shall be borne and paid by the Company :

- (7) In executing any works on any lands acquired under the powers of this Act and in carrying out any removal or alteration of or interference with any apparatus of the county company the Company shall not interrupt the continuous supply of electricity or water by means thereof and before removing altering or interfering with any such apparatus they shall provide to the reasonable satisfaction of the county company proper and sufficient substituted apparatus :
- (8) The expense of all repairs or renewals of any apparatus of the county company or any works in connection therewith which may be rendered necessary by reason of any subsidence resulting from the works of the Company whether during the construction of the same or at any time thereafter shall be borne and paid by the Company :
- (9) The Company shall make reasonable compensation to the county company for any loss or damage which they may sustain by reason of any interference with their apparatus or property or interruption in the supply of electricity by the county company or of water through any water main of the county company or of the construction failure or user of any works executed by the Company on any lands acquired under the powers of this Act or by any act or default of the Company or of any of their contractors agents workmen or servants or any person in the employ of them or any or either of them The Company shall also indemnify the county company in respect of any penalties costs actions claims or demands arising out of any interference by the Company with the apparatus or property of the county company or interruption in the supply of electricity or water :

(10) Any difference which shall arise under this section between the Company and the county company or their respective engineers and any matter required to be referred to arbitration under this section shall be referred to an arbitrator to be agreed upon or failing agreement to be appointed on the application of either party by the President of the Institution of Civil Engineers and the provisions of the Arbitration Acts 1889 to 1934 shall apply to the reference. In settling any question under this section an arbitrator shall have regard to any duties or obligations which the county company may have under or in respect of their apparatus and may if he thinks fit require the Company to execute any temporary or other works so as to avoid so far as may be reasonably possible interference with any purpose for which the county company's apparatus is used :

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(11) In this section the term " apparatus " includes any electric line as defined in the Electric Lighting Act 1882 and any water mains and any other works or apparatus of the county company.

10. Notwithstanding anything contained in this Act or shown on the deposited plans the following provisions shall apply and have effect for the protection of the Central Electricity Board (in this section referred to as " the board "):—

For protec-
tion of
Central
Electricity
Board.

(1) The Company shall not enter upon take use or appropriate the lands numbered 13 in the borough of Barking on the deposited plan marked " Additional lands at Ripple Lane " except that part thereof which adjoins the Barking to Tilbury railway of the Company and is shown by a red colour upon a plan signed on behalf of the Company by William Kelly Wallace and on behalf of the board by Johnstone Wright :

(2) The Company shall not interfere with or endanger any works or apparatus of the board and the board shall continue to have in perpetuity the same rights in respect of their main transmission lines which are situate over the lands numbered

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12 on the said deposited plan as they had before the passing of this Act under any statutory enactment and under a deed of grant made between the Lower Thames Land Development and Power Company Limited of the one part and the board of the other part and dated the seventeenth day of March one thousand nine hundred and thirty-two.

For protec-
tion of
Coventry
Swaging
Company
Limited.

11. The following provisions for the protection of the Coventry Swaging Company Limited (in this section referred to as "the swaging company") shall unless otherwise agreed in writing between the swaging company and the Company apply and have effect:—

(1) Notwithstanding anything contained in this Act or shown on the deposited plans the Company shall not acquire except with the consent of the swaging company or be required to acquire any greater area of the land numbered on the deposited plans 76 in the city and county borough of Coventry than is indicated by pink colour upon the plan signed by David Alonzo Sullivan on behalf of the swaging company and by William Kelly Wallace on behalf of the Company:

(2) Nothing in this Act contained shall prejudice or affect the right of light to any buildings which may be erected by the swaging company in proximity to the northerly boundary of the land acquired under the powers of this Act by the Company from the swaging company to which right the swaging company would have been entitled if such land had not been acquired by the Company.

Period for
compulsory
purchase
of lands.

12. 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-eight.

As to pri-
vate rights
of way over
lands taken
compul-
sarily.

13. 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. A.D. 1935.

14. 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.

15. And whereas in the exercise by the Company of the powers of this Act it may happen that portions only of certain properties shown or partly shown on the 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 First Schedule to this Act and whereof a portion only is required for the purposes of the Company are in this section included in the term "the owner" and the said properties are in this section referred to as "the scheduled properties":

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

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- (3) If within twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the tribunal to whom the question is referred shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed :
- (4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal :
- (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. 1935.

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

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

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

16. The Company and their surveyors officers contractors and workmen may at all reasonable hours in the daytime upon given 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.

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

A.D. 1935. — proper offer and if the tribunal shall be of opinion that no such statement giving sufficient particulars and in sufficient time shall have been delivered and that the Company have been prejudiced thereby the tribunal shall have power to decide whether the claimant's costs or any part thereof should be borne by the claimant. Provided that it shall be lawful for the High Court to permit any claimant after seven days' notice to the Company to amend the statement in writing of the claim delivered by him to the Company in case of discovery of any error or mistake therein or for any other reasonable cause such error mistake or cause to be established to the satisfaction of the High Court after hearing the Company if they object to the amendment and such amendment shall be subject to such terms enabling the Company to investigate the amended claim and to make an offer de novo and as to postponing the hearing of the claim and as to costs of the inquiry and otherwise as to the High Court may seem just and proper under all the circumstances of the case. Provided also that this subsection shall be applicable only in cases where the notice to treat under the Lands Clauses Consolidation Act 1845 either contained or was endorsed with a notice of the effect of this subsection.

(2) If the Company shall make an offer of purchase money and compensation at least ten days before the commencement of the hearing before the tribunal and the claimant fails within ten days from the making of the offer to notify the Company in writing that he accepts the same all the costs and expenses of the Company of and incidental to the arbitration including any fees and expenses of the arbitrator incurred by them after the date of the offer shall in the event of the claimant subsequently accepting such offer be borne by him. Provided that this subsection shall be applicable only in cases where the offer contained a notice of the effect of this subsection.

Compensation in case of recently altered buildings.

18. 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-four 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.

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19.—(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.

As to private street expenses in certain cases.

(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.

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A.D. 1935.
 —
 Canal tolls
 and
 charges.

20.—(1) The canals and navigation to which this section applies are the canals and navigation belonging to the Company set out in the first column of Part I and the canal belonging to the West London Extension Railway Company set out in the first column of Part II of the next following table:—

Canal.	Confirmation Act.
PART I.	
Ashby-de-la-Zouch Canal -	} Canal Tolls and Charges No. 1 (Canals of the Great Northern and certain other Railway Companies) Order Confirmation Act 1894.
Cromford Canal -	
Huddersfield Canal -	
Lancaster (North End) Canal	
Manchester Bury and Bolton Canal - - -	
St. Helens Canal - - -	
Trent and Mersey Navigation Shropshire Union (Coalport Branch) Canal - - -	
Ulverston Canal - - -	} Canal Tolls and Charges No.7 (River Ancholme &c.) Order Confirmation Act 1894.
Shropshire Union Canal -	} Canal Rates Tolls and Charges No. 2 (Bridgewater &c. Canals) Order Confirmation Act 1894.
PART II.	
Kensington Canal - - -	} Canal Tolls and Charges No.7 (River Ancholme &c.) Order Confirmation Act 1894.

(2) In this section—

“the canals” means the canals and navigation set out in the first column of the table in subsection (1) of this section;

“the Order” means in respect of each of the canals the Order of the Board of Trade under the Railway and Canal Traffic Act

1888 confirmed by the Act set opposite to that canal in the second column of the table in subsection (1) of this section; A.D. 1935.
—

“ the Minister ” means the Minister of Transport ;

“ the Company ” means the London Midland and Scottish Railway Company and the West London Extension Railway Company ;

“ authorised tolls ” means the tolls and charges which the Company are for the time being authorised to levy in pursuance of this Act in respect of the canals.

(3) (a) On and after the first day of January one thousand nine hundred and thirty-six and unless and until the tolls and charges by this section authorised are revised by the Minister under this section the tolls and charges leviable by the Company in respect of the canals shall be the maximum tolls and charges and the minimum tolls and charges and the empty boat charges specified in the schedule to the Order increased by an amount equal to sixty per centum of the respective amounts thereof authorised by the Order and the Order shall be read and have effect accordingly Provided that if any increased toll or charge made in pursuance of this section includes a fraction of one penny the fraction if less than one halfpenny shall not be charged or if the fraction amounts to one halfpenny but is less than one penny it shall be charged at one penny and the Order shall be read and have effect accordingly.

(b) As from the thirty-first day of December one thousand nine hundred and thirty-five the directions of the Minister given in pursuance of section 3 of the Ministry of Transport Act 1919 with respect to the rates tolls dues and charges to be made on the canals or any of them shall cease to have effect.

(4) It shall be lawful for the London Midland and Scottish Railway Company to charge for haulage of boats through either of the Harecastle tunnels a sum not exceeding one shilling and threepence for each boat in place of the charges authorised by section 20 of the North Staffordshire Railway Act 1904.

A.D. 1935.

(5) If it is represented by application in writing to the Minister—

- (a) by any chamber of commerce or shipping or any representative body of traders or any person who in the opinion of the Minister is a proper person for the purpose; or
- (b) by the Company;

that under the circumstances then existing the authorised tolls or any of them should be revised the Minister if he thinks fit may make an order revising the authorised tolls referred to in the application or any of them and may fix the date as from which such order shall take effect and thenceforth such order shall remain in force until the same expires or is revoked or modified by a further order of the Minister made in pursuance of this section.

(6) An application made to the Minister under this section shall be accompanied by such information and particulars as the Minister may consider relevant certified in such manner as he may require.

(7) Where upon an application for revision of authorised tolls or an authorised toll an order has been made or the Minister has decided not to make an order no further application for a revision of the tolls or toll to which the application related shall be made within twelve months from the date of such order or decision as the case may be.

(8) Before making an order under subsection (5) of this section the Minister shall cause an inquiry to be held in reference thereto and subsections (2) to (5) of section 290 of the Local Government Act 1933 shall apply to such inquiry as if it were an inquiry held in pursuance of subsection (1) of that section and the Company were a local authority :

Provided that the person appointed to hold the inquiry shall be the rates advisory committee constituted under the Ministry of Transport Act 1919 or any sub-committee thereof to which the said advisory committee may under section 2 of the Harbours Docks and Piers (Temporary Increase of Charges) Act 1920 have delegated their powers or if the said advisory committee cease to exist some persons with similar qualifications to be appointed for the purpose by the Minister :

Provided also that in cases where no objection has been made to the application or where any objection which has been made has either been withdrawn or appears to the Minister to be of a trivial nature the Minister may if he thinks fit dispense with such inquiry.

A.D. 1935.

21.—(1) Notwithstanding anything contained in rule 19 of the London Midland and Scottish Railway Superannuation Scheme set forth in the schedule to the London Midland and Scottish Railway (Superannuation Fund) Act 1924—

Amendment of London Midland and Scottish Railway Superannuation Scheme.

(a) A person becoming a member of the said fund on or after the first day of January one thousand nine hundred and thirty-five shall contribute a sum equal to such percentage of his salary as is provided in the following scale:—

Age next birthday on admission. Percentage of salary.

25 or under	4
26—30	4½
31—35	5
36—40	6
41—45	7
46—50	8

(b) Back contributions of persons becoming members of the fund on or after the first day of January one thousand nine hundred and thirty-five shall be calculated on the scale set forth in paragraph (a) of this subsection.

(2) Nothing in this section shall apply to any person who became a member of the fund before the first day of January one thousand nine hundred and thirty-five.

22.—(1) The provisions of section 54 (Power as to building on or over lands) of the London Midland and Scottish Railway Act 1924 shall extend and apply to any lands or premises which have from time to time been acquired or held or which under the powers of this Act may hereafter be acquired or held by the Company.

Application of certain sections of London Midland and Scottish Railway Acts 1924 and 1933.

(2) The provisions of section 31 (Power to hold sell or otherwise dispose of lands) of the London Midland and Scottish Railway Act 1933 shall extend and apply to any land from time to time acquired or held or which

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

Power to
Company
to apply
funds.

23. 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.

Provision
as to general
Railway
Acts.

24. 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.

25. This Act shall not extend to Northern Ireland.

Costs of
Act.

26. 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. 1935.

PROPERTIES OF WHICH PORTIONS ONLY MAY BE
 TAKEN COMPULSORILY.

Area.	No. on deposited plans.	Description of property in book of reference.
		ADDITIONAL LANDS AT RIPPLE LANE.
Borough of Barking ...	1	Land shed and drain.
		ADDITIONAL LANDS AT PURFLEET.
Urban district of Purfleet...	4	Rough land and drain public footpath and slopes and telephone wires.
		ADDITIONAL LANDS AT COVENTRY.
City and county borough of Coventry.	11	Land.
	17	Garden and summerhouse.
	61	Builders yard and sheds.
	63	Garden.
	64	Garden.
	95	Land and sheds.
	96	Garden and sheds.
		ADDITIONAL LANDS AT BLACKPOOL.
County borough of Blackpool.	1	Rough land bothy and lean-to.

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