British Railways Act 1984

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ELIZABETH II



1984 CHAPTER vii

An Act to empower the British Railways Board to construct works and to purchase land; to extend the time for the compulsory purchase of certain land; to confer further powers on the Board and Sealink U.K. Limited; and for other purposes. [24th May 1984]

WHEREAS—

(1) By the Transport Act 1962 the British Railways Board (hereinafter referred to as "the Board") were established: 1962 c. 46.

(2) It is the duty of the Board under the said Act of 1962 (inter alia) to provide railway services in Great Britain and, in connection with the provision of railway services, to provide such other services and facilities as appear to the Board to be expedient, and to have due regard, as respects all those railway and other services and facilities, to efficiency, economy and safety of operation:

(3) It is expedient that the Board should be empowered to construct the works authorised by this Act and to purchase the land referred to in this Act:

(4) By the British Rail Shipping and Harbours Scheme 1979, made by the Board in exercise of their powers under section 7 of the Transport Act 1968, there were transferred from the Board to Sealink U.K. Limited (a wholly-owned subsidiary of the Board and hereinafter referred to as "the company") on 1st January 1979 (inter alia) all the property, rights and liabilities comprised in those parts of the undertaking of the Board connected with their shipping and international services and harbours which immediately before that date were managed and directed by the Shipping and International Services Division of the Board:

1968 c. 73.

(5) It is expedient that the powers in this Act contained should be conferred on the company:

(6) It is expedient that the period now limited for the compulsory purchase of certain land should be extended as provided by this Act:

(7) It is expedient that the other powers in this Act contained should be conferred on the Board as therein provided, and that the other provisions in this Act contained should be enacted:

(8) Plans and sections showing the lines or situations and levels of the works to be constructed under the powers of this Act, and plans of the land authorised to be purchased or used by this Act, and a book of reference to such plans containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of the said land were duly deposited in the office of the Clerk of the Parliaments and in the Private Bill Office of the House of Commons and with the proper officers of the county councils of the several counties within which the said works will be constructed or the said land is situated, which plans, sections and book of reference are respectively referred to in this Act as the deposited plans, the deposited sections and the deposited book of reference:

(9) 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 Queen's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows:—

PART I

PRELIMINARY

1. This Act may be cited as the British Railways Act 1984. Short title.

2.—(1) 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 partly incorporated herewith have in relation to the relative subject-matter the same respective meanings; and— Interpretation.

"the Act of 1839" means the Highway (Railway Crossings) Act 1839; 1839 c. 45.

"the Act of 1842" means the Railway Regulation Act 1842; 1842 c. 55.

"the Act of 1845" means the Railways Clauses Consolidation Act 1845; 1845 c. 20.

"the Act of 1863" means the Railways Clauses Act 1863; 1863 c. 92.

"the Act of 1978" means the British Railways Act 1978; 1978 c. xxi.

"the (No. 2) Act of 1981" means the British Railways (No. 2) Act 1981; 1981 c. xxxv.

"the Board" means the British Railways Board;

"enactment" means any enactment, whether public general or local and includes any order, byelaw, rule, regulation, scheme or other instrument having effect by virtue of an enactment;

"the limits of deviation" means the limits of deviation shown on the deposited plans;

"the railway station" means any railway station with all necessary works and conveniences connected therewith which the Board may provide under the provisions of subsection (2) of section 5 (Power to make works) of this Act;

"the specified enactments" means the Act of 1839, section 9 of the Act of 1842, section 47 of the Act of 1845, sections 5, 6 and 7 of the Act of 1863 and any other provision to the same or similar effect incorporated with, or contained in, any enactment;

"traffic sign" has the meaning assigned to it by section 54 of the Road Traffic Regulation Act 1967; 1967 c. 76.

"the tribunal" means the Lands Tribunal;

"the works" means the works authorised by Part II (Works, etc.) of this Act.

PART I —*cont.*

(2) All directions, distances and lengths stated in any description of works, powers or lands shall be construed as if the words "or thereabouts" were inserted after each such direction, distance and length and distances between points on a railway shall be taken to be measured along the railway.

(3) Unless the context otherwise requires, any reference in this Act to a work identified by the number of such work shall be construed as a reference to the work of that number authorised by this Act.

(4) References in this Act to reference points shall be construed as references to Ordnance Survey National Grid reference points.

Incorporation of general Acts.

3. The following enactments, so far as the same are applicable for the purposes of and are not inconsistent with the provisions of this Act, are incorporated with and form part of this Act, and this Act shall be deemed to be the special Act for the purposes of the said incorporated enactments:—

The Act of 1845, except sections 1, 7, 8, 9, 11, 12, 15, 17, 19, 20, 22 and 23 thereof, and Part I (relating to the construction of a railway), except sections 13 to 19 thereof, and Part II (relating to extension of time) of the Act of 1863:

Provided that—

(i) for the purposes of the provisions of the Act of 1845 and the Act of 1863, as incorporated with this Act, the expression "the company" where used in the said incorporated provisions means the Board;

(ii) for the purposes of sections 16 and 68 of the Act of 1845, as incorporated with this Act—

(*a*) the railway station to the extent that it is to be constructed on any part of the land numbered on the deposited plans 12a in the parish of Ringway in the city of Manchester in the metropolitan county of Greater Manchester; and

(*b*) the works referred to in paragraphs (*b*) and (*c*) of subsection (2) of section 6 (Infilling of disused canal at Leeds);

shall be deemed to be railways authorised by the special Act;

(iii) the provisions of sections 18 and 21 of the Act of 1845, as incorporated with this Act, shall not extend to regulate the relations between the Board and any

PART I —*cont.*

other person in respect of any matter or thing concerning which those relations are regulated in any respect by the provisions of—

(*a*) Part II of the Public Utilities Street Works Act 1950; or 1950 c. 39.

(*b*) section 27 (For protection of electricity, gas and water undertakers) of this Act.

Application of Part I of Compulsory Purchase Act 1965.

4.—(1) Part I of the Compulsory Purchase Act 1965 (except sections 4 and 27 thereof and paragraph 3 (3) of Schedule 3 thereto), so far as it is applicable for the purposes of and is not inconsistent with the provisions of this Act, shall apply to the compulsory purchase of land under this Act as it applies to a compulsory purchase to which the Acquisition of Land Act 1981 applies and as if this Act were a compulsory purchase order under the said Act of 1981. 1965 c. 56. 1981 c. 67.

(2) In section 11 (1) of the Compulsory Purchase Act 1965 (which empowers the acquiring authority to enter on and take possession of land the subject of a notice to treat after giving not less than 14 days' notice), as so applied, for the words "fourteen days" there shall be substituted the words "three months".

(3) The Lands Clauses Consolidation Act 1845 shall not apply to the purchase of land under this Act. 1845 c. 18.

PART II

WORKS, ETC.

Works

Power to make works.

5.—(1) Subject to the provisions of this Act, the Board may, in the lines or situations and within the limits of deviation shown on the deposited plans and according to the levels shown on the deposited sections, make and maintain the works hereinafter described with all necessary works and conveniences connected therewith:—

In the metropolitan county of Greater Manchester—

In the city of Manchester—

Work No. 1 A railway (3,456 metres in length and partly in tunnel) commencing in the parish of Ringway at a point 180 metres south of the central point on the southern parapet of the bridge carrying Thorley Lane over the M.56 motorway and terminating by a junction with the (Railway No. 1 at Ringway)

PART II —*cont.*

Wilmslow and Levenshulme railway at a point 11 metres south of the bridge over that railway serving private land on the east side thereof and carrying the footpath between Moss Nook and Heald Green:

(Railway No. 2 at Ringway)

Work No. 2 A railway (1,414 metres in length) commencing by a junction with the commencement of Work No. 1 and terminating by a junction with Work No. 1 at a point 2 metres west of the western boundary fence of Woodhouse Lane and 17 metres north of the access road to The Hollies Farm:

Partly in the metropolitan county of Greater Manchester and partly in the county of Cheshire—

(Railway No. 3 at Ringway)

Work No. 3 A railway (760 metres in length) commencing in the city of Manchester by a junction with Work No. 1 at a point 180 metres north-west of the north-western boundary fence of Styal Road and 151 metres south-west of the southern end of Tedder Drive and terminating in the borough of Macclesfield by a junction with the Wilmslow and Levenshulme railway at a point 126 metres south of the bridge over that railway serving private land on the east side thereof and carrying the footpath between Hollinlane and Heald Green:

In the metropolitan county of Greater Manchester—

In the borough of Stockport—

(Railway at Hazel Grove)

Work No. 4 A railway (546 metres in length) commencing by a junction with the Stockport, Disley and Whaley Bridge railway at a point 11 metres south-east of the bridge carrying Chester Road over the said railway and terminating by a junction with the New Mills and Heaton Mersey railway at a point 9 metres west of the bridge carrying the last-mentioned railway over Macclesfield Road.

(2) If the Board proceed with the construction of Works Nos. 1, 2 and 3, or any part thereof, they may on any part of the land numbered on the deposited plans 12 and 12a in the parish of Ringway make, maintain and operate the railway station.

(3) Subject to the provisions of this Act, the Board may for the purpose of constructing Work No. 1 enter upon, open,

PART II —*cont.*

break up and interfere with so much of the surface of Outwood Lane in the parish of Ringway as is within the limits of deviation.

(4) The Board may, in relation to Works Nos. 1, 2 and 3 and the railway station, provide means of access at the points specified in column (1) of Schedule 1 to this Act for the purposes mentioned in column (2) of that schedule.

Further powers, etc.

Infilling of disused canal at Leeds.

6.—(1) In this section—

"the bridges" means the bridges of the Board in the city of Leeds in the metropolitan county of West Yorkshire carrying the railway at Leeds station over the waterway;

"obligation" means any obligation of the Board under any deed or other instrument in relation to the construction, maintenance, reconstruction, repair, renewal, failure or want of repair of the bridges or the interruption to the use, or the obstruction, of the waterway;

"the scheduled enactments" means the enactments specified in columns (1) and (2) of Schedule 2 to this Act;

"the waterway" means so much of the canal basin, cut, lock and towing paths as is delineated on the deposited plans and described in the deposited book of reference and numbered 3, 4 and 5 in the city of Leeds.

(2) Subject to the provisions of this Act the Board may exercise the powers hereinafter mentioned and within the limit of infilling shown on the deposited plans make and maintain the works hereinafter described with all necessary works and conveniences connected therewith:—

(*a*) stop up and discontinue the waterway;

(*b*) fill in and appropriate the waterway and the space beneath the bridges;

(*c*) construct a private road on the land numbered on the deposited plans 5 in the city of Leeds between the points marked "A" and "B" in the position shown on the deposited plans.

(3) Upon the stopping up and discontinuance of the waterway under this section, all rights of navigation along the waterway shall be extinguished.

PART II —*cont.*

(4) Where, immediately before the exercise of the powers of this section, any person, being the owner, lessee or occupier of, or otherwise interested in, any land, building or works adjoining or near the waterway, is entitled to abstract water from or to discharge water or effluent into the waterway, such entitlement shall, notwithstanding anything in subsection (2) of this section, continue until the Board exercise the powers of this section and thereupon such entitlement shall be extinguished.

(5) On the exercise of the powers of this section—

(*a*) all the powers, duties and liabilities conferred or imposed on the Board by the provisions of the scheduled enactments specified in column (3) of Schedule 2 to this Act shall, in so far as they relate to the bridges and the waterway, cease to have effect; and

(*b*) the Board shall be relieved from any obligation.

(6) (*a*) Any person who suffers loss by the extinguishment of—

(i) any private right under subsection (3) or paragraph (*a*) of subsection (5) of this section; or

(ii) any entitlement to abstract water from or to discharge water or effluent into any part of the waterway under subsection (4) of this section;

shall be entitled to be paid by the Board compensation, to be determined in case of dispute by the tribunal.

(*b*) Any person who but for paragraph (*b*) of subsection (5) of this section would have been entitled to institute or continue any action or other proceeding against the Board for the purpose of enforcing any obligation shall be entitled to be paid by the Board compensation in respect of any land or interest in land which has been injuriously affected by the relief of the Board under the said paragraph (*b*) from any obligation and any dispute arising in relation to the compensation shall be referred to and determined by the tribunal.

Roads and footpaths

Stopping up roads, etc.

7.—(1) Subject to the provisions of this Act, the Board may stop up and discontinue the portions of the following roads and footpaths and may make and maintain the works hereinafter

described with all necessary works and conveniences connected therewith:— PART II —*cont.*

(*a*) In the metropolitan county of Greater Manchester—

In the city of Manchester—

(i) so much of—

(A) Thorley Lane as lies between the points marked "A" and "B" on the deposited plans;

(B) Outwood Lane as lies between the points marked "B" and "C" on the deposited plans;

(C) Bailey Lane as lies between the points marked "B" and "E" on the deposited plans;

and substitute therefor new roads between the points marked "A", "D" and "C" and "D" and "E" in the positions shown on the deposited plans, a portion of the new road between the points marked "D" and "C" to be carried over Work No. 2 by means of a bridge;

(ii) so much of the footpath between Styal Road and Heald Green as lies between the points marked "F" and "G" on the deposited plans and substitute therefor a new footpath between the points marked "F", "H" and "G" in the position shown on the deposited plans, to be carried over Work No. 1 by means of a footbridge:

(*b*) In the county of Lincolnshire—

In the district of South Holland—

so much of the footpath as crosses the railway on the south side of Spalding station by means of a footbridge adjacent to the level crossing known as Winsover Road crossing whereby Winsover Road is crossed by the railway.

(2) (*a*) The stopping up of the footpath under paragraph (*b*) of subsection (1) of this section shall not take place except in connection with the re-equipping of Winsover Road crossing with barriers and the provision of footways adjacent to the carriageway of that crossing under any order made under section 66 of the British Transport Commission Act 1957. 1957 c. xxxiii.

(*b*) Upon the stopping up of the said footpath, the Board may remove the footbridge carrying the same notwithstanding anything to the contrary contained in section 4 of the Great Northern Railway Act 1880. 1880 c. cxl.

Stopping up of road and provision of new footpath at Hunslet.

8.—(1) In this section—

"the existing bridge" means the bridge of the Board (numbered 255) in the city of Leeds in the

PART II —*cont.*

metropolitan county of West Yorkshire, which carries so much of the road as lies between the points marked "A" and "B" on the deposited plans over the railway between Leeds and Sheffield;

"the new footpath" means a new footpath in the said city, to be carried over the said railway by means of a footbridge, between the points marked "D" and "E" in the position shown on the deposited plans;

"the road" means so much of Hillidge Road in the said city as lies between the points marked "A", "B" and "C" on the deposited plans.

(2) Subject to the provisions of this Act, the Board may—

(*a*) stop up and discontinue the road but, without prejudice to the provisions of paragraph (*b*) of this subsection, not so as to affect the right of persons to use the same on foot;

(*b*) make the new footpath and for that purpose reduce the width of the existing bridge by its removal to such extent as may be requisite.

(3) Upon the completion and opening for public use of the new footpath the right for persons to use the existing bridge on foot shall be extinguished and the Board may complete the removal of the existing bridge.

Level crossings

Stopping up, etc., level crossings.

9.—(1) Subject to the provisions of this Act the Board may, at the level crossings described in this section, stop up and discontinue so much of the following roads as lies within the boundaries of their property:—

(*a*) In the metropolitan county of West Midlands—

In the borough of Sandwell—

Watery Lane, Tipton, which is crossed by the railway between Tipton and Dudley Port stations at the level crossing known as Tipton Watery Lane crossing (reference point SO 9593:9230):

(*b*) In the county of Staffordshire—

In the district of Lichfield—

(i) Burton Old Road in the city of Lichfield which is crossed by the railway between Lichfield City and Burton stations at the level crossing known as Burton Old Road crossing (reference point SK 1308:0967);

PART II —*cont.*

(ii) Burton Old Road (sometimes known as Ryknild Street) in the parish of Streethay which is crossed by the railway between Lichfield City and Burton stations at the level crossing known as Lichfield Trent Valley Junction (otherwise Streethay) crossing (reference point SK 1386:1001).

(2) (*a*) In this subsection "Cappers Lane link" means a new road between Trent Valley Road (A.5127) and the A.38 (Lichfield bypass) trunk road affording an intermediate junction with Burton Old Road, Cappers Lane and Austin Cote Lane.

(*b*) The stopping up under this section of Burton Old Road crossing shall not take place until the part of Cappers Lane link between Trent Valley Road and the south-eastern continuation of Burton Old Road has been completed and opened for public use.

(*c*) The stopping up under this section of Lichfield Trent Valley Junction (otherwise Streethay) crossing shall not take place until Cappers Lane link has been completed and opened for public use.

(3) (*a*) The stopping up under this section of Tipton Watery Lane, Burton Old Road and Lichfield Trent Valley Junction (otherwise Streethay) crossings shall not affect the right of persons to use the same on foot and the Board shall provide and maintain for the convenience of such persons wicket gates on both sides of the railway at the said level crossings.

(*b*) Upon the stopping up of Tipton Watery Lane, Burton Old Road and Lichfield Trent Valley Junction (otherwise Streethay) crossings, the provisions of the specified enactments shall cease to apply to those crossings.

Ponsandane level crossing, Penzance.

10.—(1) In this section—

"the level crossing" means the level crossing in the parish of Penzance in the district of Penwith in the county of Cornwall known as Ponsandane crossing (reference point SW 4850:3112) whereby the combined road and footpath connecting the road known as Eastern Green (A.30) with Eastern Green Beach, Mounts Bay, are crossed by the railway between Penzance and Plymouth;

"the new footpaths" means new footpaths in the said parish of Penzance between the points marked "C", "D", "E", "F", "G" and "H" and between "D" and "J" on the deposited plans, a portion thereof between the points marked "D" and "E" to be carried over the said railway by means of a footbridge in the position shown on the deposited plans;

PART II —*cont.*

"the way" means such part of the said combined road and footpath as lies within the boundaries of the level crossing between the points marked "A" and "B" on the deposited plans.

(2) Subject to the provisions of this Act, the Board may make the new footpaths.

(3) Upon the completion and opening for public use of the new footpaths the Board may stop up and discontinue the way and thereupon the provisions of the specified enactments shall cease to apply to the level crossing.

(4) Any person who suffers loss by the extinguishment of any private right under this section shall be entitled to be paid by the Board compensation, to be determined in case of dispute by the tribunal.

New level crossing at Thame, Oxfordshire.

11.—(1) In this section—

"the council" means Oxfordshire County Council;

"the new level crossing" means a level crossing in the parish of Thame in the district of South Oxfordshire in the county of Oxfordshire whereby the new road between Towersey Road and Chinnor Road, proposed to be constructed in connection with a commercial development of part of Cotmore Wells Farm, Thame, will be carried across the railway between Princes Risborough and Thame on the level.

(2) The Board and the council may enter into and carry into effect agreements—

(*a*) for the construction of the new level crossing; and

(*b*) for the defraying or making of contributions towards the cost of constructing, maintaining and renewing the new level crossing and any other matters relating thereto.

(3) The Board may, subject to such requirements as the Secretary of State may from time to time lay down, provide, maintain and operate at or near the new level crossing such barriers, lights, traffic signs and automatic or other devices and appliances as may be approved by the Secretary of State.

(4) Any expenses incurred by the council for the purposes of this section shall be deemed to be expenses incurred by them in the exercise of their powers as a highway authority under the Highways Act 1980.

1980 c. 66.

Night-time closure of level crossings.

12.—(1) In this section—

"the Bishton crossing" means the level crossing in the community of Bishton in the borough of Newport in

PART II —*cont.*

the county of Gwent (reference point ST 3954:8714) whereby the road between Bishton and Green Moor is crossed by the railway between Severn Tunnel Junction and Newport stations;

"the Bryn-y-Gwynnon crossing" means the level crossing in the community of Peterstone-Super-Montem in the borough of Taff-Ely in the county of Mid Glamorgan (reference point SS 9820:8266) whereby the road linking Brynna Road with New Road (A.473) is crossed by the railway between Cardiff Central and Bridgend stations;

"the Grassthorpe Lane crossing" means the level crossing in the parish of Weston in the district of Newark in the county of Nottinghamshire (reference point SK 7855: 6734) whereby Grassthorpe Lane is crossed by the railway between Newark and Retford stations;

"the level crossings" means the Bishton crossing, the Bryn-y-Gwynnon crossing and the Grassthorpe Lane crossing.

(2) Notwithstanding the provisions of the specified enactments—

(*a*) the pedestrian and vehicular gates at the Bishton crossing may be kept permanently closed across the road from 2200 hours to 0600 hours;

(*b*) the vehicular gates at the Bryn-y-Gwynnon crossing may be kept permanently closed across the road from 2300 hours to 0600 hours; and

(*c*) the vehicular gates at the Grassthorpe Lane crossing may be kept permanently closed across the road from 2200 hours to 0600 hours.

(3) While the vehicular gates at the level crossings are closed in accordance with subsection (2) of this section, the Board shall not be required to employ proper persons to open and shut the gates at the level crossings.

(4) Notwithstanding the provisions of the specified enactments or any other enactment including this section, while the railway is closed to rail traffic, the Board may keep the vehicular gates at the level crossings permanently open to road traffic and shall not be required to employ proper persons to open and shut the gates at the level crossings.

Reduction in status of level crossings.

13.—(1) As from the passing of this Act, all rights of way over the level crossings referred to in Schedule 3 to this Act, other than a right for all persons to use those level crossings as a bridleway or on foot, shall be extinguished and the Board shall provide and maintain for the convenience of such persons gates on both sides of the railway at each of the said level crossings.

PART II —*cont.*

(2) As from the passing of this Act, the provisions of the specified enactments relating to the level crossings referred to in Schedule 3 to this Act shall cease to apply to those level crossings.

(3) Subject to section 14 (Scorborough level crossing, Lockington, Humberside) of this Act, as from the passing of this Act, the level crossings referred to in Schedule 3 to this Act (including the gates thereof, other than the gates provided under subsection (1) of this section) shall be deemed to be works provided by the Board at the passing of this Act under section 68 of the Act of 1845 for the accommodation of the owners and occupiers of the land adjoining the railway and, for the purposes of this subsection, such owners and occupiers shall be deemed to include the owners and occupiers of any land the use of which would have been interrupted if such level crossings had been closed at the passing of this Act.

(4) If any part of the road crossed by the railway at the level crossings referred to in Schedule 3 to this Act shall in consequence of the provisions of this section cease to be a road over which the public have a right of way for the passage of vehicles, the owners and occupiers of the land abutting on such part shall be deemed to have such rights of passage thereover as shall be necessary to enable them to pass and repass to and from the said land from and to such level crossings.

(5) Any person who suffers loss by the extinguishment under this section of such private rights of way, if any, as may exist over the level crossings referred to in Schedule 3 to this Act shall be entitled to be paid by the Board compensation, to be determined in case of dispute by the tribunal.

Scorborough level crossing, Lockington, Humberside.

14.—(1) In this section—

"the level crossing" means the level crossing known as Scorborough crossing referred to in Schedule 3 to this Act;

"the special provisions" means such of the provisions of section 68 of the Act of 1845 as require the Board to maintain gates for the accommodation of the owners and occupiers of land adjoining the railway.

(2) Notwithstanding the special provisions the Board may, subject to such requirements as the Secretary of State may from time to time lay down, provide at or near the level crossing in substitution for the vehicular gates at the level crossing such lifting barriers as may be approved by the Secretary of State.

PART II —*cont.*

(3) If lifting barriers are provided at or near the level crossing under subsection (2) of this section, section 75 of the Act of 1845 shall have effect in its application to the level crossing as if for the words "shut and fasten any gate" there were substituted the words "lower any lifting barrier".

Accommodation level crossing at Lincoln.

15.—(1) (*a*) In this section "the level crossing" means any accommodation level crossing which the Board may provide under section 68 of the Act of 1845 in the city of Lincoln in the county of Lincolnshire whereby the private road connecting Coulson Road, Lincoln, with land on the south-western side of Work No. 11 (Railway at Lincoln) authorised by section 5 (Power to make works) of the British Railways Act 1982 will be carried across that work on the level.

1982 c. xxiii.

(*b*) For the purpose of the application of section 54 of the Road Traffic Regulation Act 1967 and section 22 of the Road Traffic Act 1972 to a traffic sign provided under subsection (3) of this section, the said private road shall be deemed to be a road within the meaning of the said Acts of 1967 and 1972.

1967 c. 76.

1972 c. 20.

(2) Notwithstanding the provisions of sections 68 and 75 of the Act of 1845 or any other enactment the Board shall not be required to provide or maintain any gates at the level crossing.

(3) The Board may, subject to such requirements as the Secretary of State may from time to time lay down, provide, maintain and operate at or near the level crossing such lights, traffic signs and automatic or other devices and appliances as may be approved by the Secretary of State.

(4) Nothing in this section shall impose on a highway authority any liability in respect of a traffic sign provided under subsection (3) of this section.

Cutts Drove level crossing, Athelney, Somerset.

16.—(1) In this section "the level crossing" means the level crossing at Athelney in the parish of Stoke St. Gregory in the borough of Taunton Deane in the county of Somerset known as Cutts Drove crossing (reference point ST 3435:2862) whereby the private road known as Cutts Drove is crossed by the railway between Castle Cary and Taunton stations.

(2) (*a*) Notwithstanding anything in section 34 (For protection of Major Barrett and others) of the Great Western Railway Act 1904, the Board shall not be required to maintain at the level crossing such appliances as will prevent the gates thereat being opened while the barrier or gates at the level crossing known as Athelney crossing, Athelney, are closed across the road.

1904 c. cxcvii.

(*b*) Subsection (3) of the said section 34 shall cease to have effect.

PART II —*cont.*

Incorporated works provisions

Incorporation of works provisions.

17. Subject to the provisions of this Act, the following provisions of the (No. 2) Act of 1981 are incorporated with, and form part of this Part of, this Act:—

Section 8 (Power to deviate);

Section 9 (Stopping up roads, bridleways and footpaths without providing substitute);

Section 10 (Stopping up roads, bridleways and footpaths in case of diversion or substitution);

Section 11 (Appropriating sites of roads, bridleways and footpaths);

Section 12 (Repair of roads, bridleways and footpaths);

Section 13 (Agreements between Board and highway authorities);

Section 14 (Temporary stoppage of roads, bridleways and footpaths);

Section 15 (Underpinning of buildings near works); and

Section 16 (Use of sewers, etc., for removing water).

PART III

LANDS

Purchase of land, etc.

Purchase of land.

18.—(1) Subject to the provisions of this Act, the Board may purchase compulsorily and use such of the land delineated on the deposited plans and described in the deposited book of reference as they may require for the purposes of the works or for any purpose connected with or ancillary to their undertaking.

(2) Without prejudice to the generality of the powers conferred upon the Board by subsection (1) of this section, the Board may, subject to the provisions of this Act, purchase compulsorily and use for the purposes specified in column (3) of Schedule 4 to this Act all or any of the land referred to in columns (1) and (2) of that schedule.

(3) Subject to the provisions of this Act, the Board may enter upon, use and appropriate so much of the subsoil and under-surface of any public street, road, footway or place delineated on the deposited plans and described in the deposited book of reference as shall be necessary for the purposes mentioned in subsection (1) of this section without being required to purchase the same or any easement or other right therein or thereunder or to make any payment therefor.

PART III —*cont.*

Purchase of rights over land.

1965 c. 56.

19.—(1) In this section—

"the 1965 Act" means the Compulsory Purchase Act 1965;

"the Southcote land" means the land numbered on the deposited plans 1 and 2 at Southcote in the borough of Reading;

"the specified purpose" means access for the Board for the maintenance, alteration, renewal and use of their pumping station at Southcote and of the other works or land of the Board in the vicinity thereof; and

references to the purchase by the Board of new rights are references to the purchase of rights to be created in favour of the Board.

(2) The Board may, for the purpose of constructing, maintaining, altering, renewing and using the works, purchase compulsorily such new rights as they may require over any of the land delineated on the deposited plans and described in the deposited book of reference instead of purchasing that land under section 18 (Purchase of land) of this Act.

(3) The Board, may, for the specified purpose, purchase compulsorily such new rights as they may require over the Southcote land.

(4) The 1965 Act, as applied by this Act, shall have effect with the modifications necessary to make it apply to the compulsory purchase of new rights under subsections (2) and (3) of this section as it applies to the compulsory purchase of land so that, in appropriate contexts, references in the 1965 Act to land are read as referring, or as including references, to the new rights or to land over which the new rights are, or are to be, exercisable, according to the requirements of the particular context.

(5) Without prejudice to the generality of subsection (4) of this section, in relation to the purchase of new rights under subsections (2) and (3) of this section—

(*a*) Part I of the 1965 Act shall have effect with the modifications specified in Schedule 3 to the (No. 2) Act of 1981 and as if for the references in that schedule to the (No. 2) Act of 1981 there were substituted references to this Act;

(*b*) the enactments relating to compensation for the compulsory purchase of land shall apply with the necessary modifications as they apply to such compensation.

PART III
—*cont.*

Temporary possession of land and access at Draycott.

20.—(1) In this section—

"the designated land" means the land at Draycott in the parishes of Draycott and Church Wilne and Ockbrook in the borough of Erewash referred to in Schedule 4 to this Act;

"the means of access" means access to the land numbered on the deposited plans 5 and 6 in the parish of Draycott and Church Wilne from Nooning Lane at the point marked "A" on the deposited plans and access to the land numbered on the deposited plans 1 in the parish of Breaston and 14 in the parish of Draycott and Church Wilne from Albert Road at the point marked "B" on the deposited plans;

"the relevant land" means the land numbered on the deposited plans 1 in the parish of Breaston, 1 in the parish of Ockbrook and 4 to 6, 9, 11, 12 and 14 in the parish of Draycott and Church Wilne;

"the specified works" means the carrying out by the Board of drainage improvements on the designated land.

(2) The Board may, in connection with the specified works, use the relevant land for the purpose of obtaining access from and to the designated land after giving to the owners and occupiers thereof not less than 28 days' previous notice in writing and may, for such purpose, remove any structures on the relevant land and provide the means of access:

Provided that—

(i) the Board shall not be empowered to purchase compulsorily or be required to purchase any part of the relevant land;

(ii) the Board shall not, without the agreement of the owners and occupiers thereof, remain in possession of any part of the relevant land under the powers of this section after a period of one year from the completion of the specified works;

(iii) before giving up possession of the relevant land, the Board shall remove all temporary works and restore the relevant land to the reasonable satisfaction of the owners and occupiers thereof;

(iv) the Board shall compensate the owners and occupiers of the relevant land for any loss or damage which may result to them by reason of the exercise of the powers of this section in relation to the relevant land; and

(v) nothing in this section shall relieve the Board from liability to compensate under section 6 or section 43

of the Act of 1845 or section 10 (2) of the Compulsory Purchase Act 1965, as incorporated or applied by this Act, or under any other enactment, in respect of loss or damage arising from the execution of any works, other than loss or damage for which compensation is payable under proviso (iv) to this subsection.

(3) Any dispute as to a person's entitlement to compensation under this section or as to the amount of the compensation shall be determined by the tribunal.

Purchase of part of certain properties.

21.—(1) Where a copy of this section is endorsed on, or annexed to, a notice to treat served under the Compulsory Purchase Act 1965, as applied by this Act, the following provisions of this section shall apply to the land subject to the notice instead of section 8 (1) of that Act.

(2) Where the land subject to the notice is part only of a house, building or factory, or part only of land consisting of a house, together with any park or garden belonging thereto, then, if the person on whom the notice is served, within 21 days after the day on which the notice is served on him, serves on the Board a counter-notice objecting to the sale of the part and stating that he is willing and able to sell the whole (hereinafter in this section referred to as "the land subject to the counter-notice"), the question whether he shall be required to sell the part shall, unless the Board agree to take the land subject to the counter-notice, be referred to the tribunal.

(3) If the said person does not serve such a counter-notice as aforesaid within 21 days after the day on which the notice to treat is served on him, or if on such a reference to the tribunal the tribunal determine that the part subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, in the case of part of land consisting of a house, together with a park or garden belonging thereto, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house, the said person shall be required to sell the part.

(4) If on such a reference to the tribunal the tribunal determine that part only of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house, the notice to treat shall be deemed to be a notice to treat for that part.

PART III —*cont.*

(5) If on such a reference to the tribunal the tribunal determine that the land subject to the notice to treat cannot be taken without material detriment to the remainder of the land subject to the counter-notice but that the material detriment is confined to a part of the land subject to the counter-notice, the notice to treat shall be deemed to be a notice to treat for the land to which the material detriment is confined in addition to the land already subject to the notice, whether or not the additional land is land which the Board are authorised to purchase compulsorily under this Act.

(6) If the Board agree to take the land subject to the counter-notice, or if the tribunal determine that—

(*a*) none of the land subject to the notice to treat can be taken without material detriment to the remainder of the land subject to the counter-notice or, as the case may be, without material detriment to the remainder of the land subject to the counter-notice and without seriously affecting the amenity and convenience of the house; and

(*b*) the material detriment is not confined to a part of the land subject to the counter-notice;

the notice to treat shall be deemed to be a notice to treat for the land subject to the counter-notice whether or not the whole of the land is land which the Board are authorised to purchase compulsorily under this Act.

(7) In any case where, by virtue of a determination by the tribunal under subsection (4), (5) or (6) of this section, a notice to treat is deemed to be a notice to treat for part of the land specified in the notice or for more land than is specified in the notice, the Board may, within six weeks after the tribunal make their determination, withdraw the notice to treat, and if they do so shall pay to the said person compensation for any loss or expense occasioned to him by the giving and withdrawal of the notice, to be determined in default of agreement by the tribunal:

Provided that the determination of the tribunal shall not be deemed to be made so long as—

(i) the time for requiring the tribunal to state a case with respect thereto has not expired and any proceedings on the points raised by a case so stated have not been concluded; or

(ii) any proceedings on appeal from any decision on the points raised by a case so stated have not been concluded.

PART III —*cont.*

(8) (*a*) Where a person is required under this section to sell part only of a house, building or factory, or land consisting of a house, together with any park or garden belonging thereto, the Board shall pay him compensation for any loss sustained by him due to the severance of that part in addition to the value of his interest therein.

(*b*) Any dispute as to a person's entitlement to compensation under this section or as to the amount of the compensation shall be determined by the tribunal.

Disregard of recent improvements and interests.

22. In determining a question with respect to compensation claimed in consequence of the compulsory purchase of land under this Act, the tribunal shall not take into account—

(*a*) any interest in land; or

(*b*) any enhancement of the value of any interest in land by reason of any building erected, works executed or improvement or alteration made (whether on the land purchased or on any other land with which the claimant is, or was at the time of the erection, executing or making of the building, works, improvement or alteration, directly or indirectly concerned);

if the tribunal are satisfied that the creation of the interest, the erection of the building, the execution of the works, or the making of the improvement or alteration, as the case may be, was not reasonably necessary and was undertaken with a view to obtaining compensation or increased compensation.

Time for purchase of land and rights over land.

23. The powers of the Board for the compulsory purchase of the land and rights over land which they are authorised by this Act to purchase shall cease on 31st December 1988.

Extension of time

Extension of time.

24.—(1) The period now limited by the Act of 1978 for the compulsory purchase of the land authorised to be acquired by section 11 (Power to acquire lands) of the British Railways (No. 2) Act 1975, for the purpose of Work No. 2 (Widening of Redditch branch railway) of that Act, is hereby extended until 31st December 1988.

1975 c. xxix.

(2) In this section "land" includes any easements or rights in, under or over land authorised to be acquired by the said Act of 1975.

PART III —*cont.*

Incorporated lands provisions

Incorporation of lands provisions.

25. Subject to the provisions of this Act, the following provisions of the (No. 2) Act of 1981 are incorporated with, and form part of this Part of, this Act:—

Section 21 (Extinction or suspension of private rights of way);

Section 24 (Correction of errors in deposited plans and book of reference); and

Section 25 (Cellars under streets not referenced).

PART IV

PROTECTIVE PROVISIONS

Incorporation of protective provisions.

26. The following provisions of the (No. 2) Act of 1981 are incorporated with, and form part of this Part of, this Act:—

Section 29 (For protection of British Telecommunications);

Section 32 (Notice of interference with roads); and

Section 33 (Crown rights):

Provided that in the said section 29, as so incorporated—

(*a*) the reference in paragraph (1) thereof to paragraph (*c*) of subsection (1) of section 7 (Further works and powers) shall be construed as a reference to paragraph (*a*) (i) of subsection (1) of section 7 (Stopping up roads, etc.), section 8 (Stopping up of road and provision of new footpath at Hunslet), paragraphs (*a*) and (*b*) of subsection (1) of section 9 (Stopping up, etc., level crossings) and section 10 (Ponsandane level crossing, Penzance) of this Act; and

(*b*) the reference in paragraph (2) thereof to the said section 7 shall be construed as a reference to the said sections 7, 8, 9 and 10 of this Act.

For protection of electricity, gas and water undertakers.

27. For the protection of the several undertakers referred to in this section, the following provisions shall, unless otherwise agreed in writing between the Board and the undertakers concerned, apply and have effect:—

(1) In this section—

"adequate alternative apparatus" means alternative apparatus adequate to enable the undertakers to fulfil their statutory functions in a manner not less efficient than previously;

PART IV
—cont.

"apparatus" means—

(*a*) in the case of electricity undertakers, electric lines or works (as respectively defined in the Electricity (Supply) Acts 1882 to 1936) belonging to or maintained by such undertakers; or

(*b*) in the case of gas or water undertakers, any mains, pipes or other apparatus belonging to or maintained by such undertakers;

(not being in either case apparatus in respect of which the relations between the Board and the undertakers are regulated by the provisions of Part II of the Public Utilities Street Works Act 1950) and includes any building, structure or works for the lodging therein of apparatus; 1950 c. 39.

"functions" includes powers and duties;

"in" in a context referring to apparatus or alternative apparatus in land includes a reference to apparatus or alternative apparatus under, over or upon land;

"the undertakers" means any person authorised to carry on an undertaking for the supply of electricity, gas or water within any area within which the Board are by this Act authorised to purchase land or execute works and, in relation to—

(*a*) water undertakers, includes a water authority in their capacity as an authority authorised to carry on an undertaking for the supply of water within their area;

(*b*) any apparatus, means the undertakers to whom the apparatus belongs or by whom the apparatus is maintained:

(2) Notwithstanding the temporary stopping up or diversion of any road, bridleway or footpath under the powers of section 14 (Temporary stoppage of roads, bridleways and footpaths) of the (No. 2) Act of 1981, as incorporated with this Act, the undertakers shall be at liberty at all times to execute and do all such works and things in, upon or under any such road, bridleway or footpath as may be reasonably necessary or desirable to enable them to inspect, repair, maintain, renew, remove or use any apparatus which at the time of the stopping up or diversion was in that road, bridleway or footpath:

(3) The Board, in the case of the powers conferred by section 15 (Underpinning of buildings near works) of

PART IV —*cont.*

the (No. 2) Act of 1981, as incorporated with this Act, shall, so far as is reasonably practicable, so exercise those powers as not to obstruct or render less convenient the access to any apparatus and, if by reason or in consequence of the exercise of those powers any damage to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal or abandonment) or property of the undertakers or any interruption in the supply of electricity, gas or water, as the case may be, by the undertakers shall be caused, the Board shall bear and pay the cost reasonably incurred by the undertakers in making good such damage or restoring the supply; and shall—

(*a*) make reasonable compensation to the undertakers for any loss sustained by them; and

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

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

Provided that—

(i) nothing in this paragraph shall impose any liability on the Board with respect to any damage or interruption to the extent that such damage or interruption may be attributable to the act, neglect or default of the undertakers or their contractors or workmen;

(ii) the undertakers shall give to the Board reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Board:

(4) Notwithstanding anything in section 16 (Use of sewers, etc., for removing water) of the (No. 2) Act of 1981, as incorporated with this Act, no use shall be made by the Board in the construction of the works of pumping or other like modes of removing water except where reasonably necessary or in the case of emergency or unforeseen accident or for the purpose of removing rainwater or other small amounts of water, and the provisions of section 26 of the Public Utilities Street Works Act 1950 shall apply to, and in relation to, the laying down, taking up or altering of conduits, pipes or other works under the said section 16 as if executed by the Board as operating undertakers within the

1950 c. 39.

meaning of the said section 26 for purposes other than the purposes of a railway undertaking:

(5) Notwithstanding anything in this Act or shown on the deposited plans the Board shall not acquire any apparatus under the powers of this Act otherwise than by agreement:

(6) If the Board, in the exercise of the powers of this Act, acquire any interest in any land in which any apparatus is placed, that apparatus shall not be removed under this section and any right of the undertakers to maintain, repair, renew or inspect that apparatus in that land shall not be extinguished until adequate alternative apparatus shall have been constructed and be in operation to the reasonable satisfaction of the undertakers:

(7) If the Board, for the purpose of executing any works in, on or under any land purchased, held, appropriated or used under this Act, require the removal of any apparatus placed in that land, and shall give to the undertakers written notice of such requirement, together with a plan and section of the work proposed, and of the proposed position of the alternative apparatus to be provided or constructed so as to provide adequate alternative apparatus in lieu of the apparatus to be removed, or if, in consequence of the exercise of any of the powers of this Act, the undertakers shall reasonably require to remove any apparatus, the Board shall afford to the undertakers the necessary facilities and rights for the construction of such alternative apparatus in other land of the Board and thereafter for the maintenance, repair, renewal and inspection of such apparatus:

Provided that, if the alternative apparatus or any part thereof is to be constructed elsewhere than in other land of the Board, and the Board are unable to afford such facilities and rights as aforesaid in the land in which the alternative apparatus or such part thereof is to be constructed, the undertakers shall, on receipt of a written notice to that effect from the Board, forthwith use their best endeavours to obtain the necessary facilities and rights in such last-mentioned land:

(8) (*a*) Any alternative apparatus to be constructed in land of the Board under this section shall be constructed in such manner and in such line or situation as may be agreed between the undertakers and the Board or in default of agreement settled by arbitration;

PART IV —*cont.*

(*b*) The undertakers shall, after the alternative apparatus to be provided or constructed shall have been agreed or settled by arbitration as aforesaid and after the grant to the undertakers of any such facilities and rights as are referred to in paragraph (7) of this section, proceed with all reasonable dispatch to construct and bring into operation the alternative apparatus and thereafter to remove any apparatus required by the Board to be removed under the provisions of this section:

(9) Notwithstanding anything in paragraph (8) of this section if the Board give notice in writing to the undertakers that they desire themselves to execute any part of so much of the work necessary in connection with the construction of the alternative apparatus, or the removal of the apparatus required to be removed, as will be situate in any land of the Board, such work, in lieu of being executed by the undertakers, shall be executed by the Board with all reasonable dispatch under the superintendence, if given, and to the reasonable satisfaction of the undertakers:

Provided that nothing in this paragraph shall authorise the Board to execute the actual placing, installation, bedding, packing, removal, connection or disconnection of any apparatus or any filling around any apparatus extending (where the apparatus is laid in a trench) to 300 millimetres or more above the apparatus:

(10) Where, in accordance with the provisions of this section, the Board afford to the undertakers facilities and rights for the construction, maintenance, repair, renewal and inspection in land of the Board of alternative apparatus in substitution for apparatus to be removed as aforesaid, those facilities and rights shall be granted upon such terms and conditions as may be agreed between the Board and the undertakers or in default of agreement determined by arbitration:

Provided that—

(*a*) in determining such terms and conditions as aforesaid in respect of alternative apparatus to be constructed in or along any railway of the Board, the arbitrator shall—

(i) give effect to all reasonable requirements of the Board for ensuring the safety and efficient operation of the railway and for securing any subsequent alterations or adaptations of the

alternative apparatus which may be required to prevent interference with any proposed works of the Board or the traffic on the railway; and

(ii) so far as it may be reasonable and practicable to do so in the circumstances of the particular case, give effect to the terms and conditions applicable to the apparatus, if any, constructed in or along the railway for which the alternative apparatus is to be substituted;

(*b*) if the facilities and rights to be afforded by the Board in respect of any alternative apparatus and the terms and conditions subject to which the same are to be granted are in the opinion of the arbitrator less favourable on the whole to the undertakers than the facilities and rights enjoyed by them in respect of the apparatus to be removed and the terms and conditions to which those facilities and rights are subject, the arbitrator shall make such provision for the payment of compensation by the Board to the undertakers in respect thereof as shall appear to him to be reasonable having regard to all the circumstances of the particular case:

(11) (*a*) Not less than 28 days before commencing to execute any such works as are referred to in paragraph (7) of this section and are near to or will or may affect any apparatus the removal of which has not been required by the Board under the said paragraph (7), the Board shall submit to the undertakers a plan, section and description of the works to be executed;

(*b*) Such works shall be executed only in accordance with the plan, section and description submitted as aforesaid and in accordance with such reasonable requirements as may be made by the undertakers for the alteration or otherwise for the protection of the apparatus or for securing access thereto and the undertakers shall be entitled by their officer to watch and inspect the execution of such works:

Provided that—

(i) if the undertakers within 14 days after the submission to them of any such plan, section and description shall, in consequence of the works proposed by the Board, reasonably require the removal of any apparatus and give written notice to the Board of such requirement, the foregoing provisions of this section shall apply and have effect

PART IV —*cont.*

as if the removal of such apparatus had been required by the Board under the said paragraph (7):

(ii) nothing in this sub-paragraph shall preclude the Board from submitting at any time or from time to time, but in no case less than 28 days before commencing the execution of any such works, a new plan, section and description thereof in lieu of the plan, section and description previously submitted, and thereupon the provisions of this paragraph shall apply to and in respect of such new plan, section and description;

(*c*) The Board shall not be required to comply with sub-paragraph (*a*) of this paragraph in a case of emergency but in such a case they shall give to the undertakers notice as soon as reasonably practicable and a plan, section and description of the works as soon as reasonably practicable thereafter and shall comply with sub-paragraph (*b*) of this paragraph so far as reasonably practicable in the circumstances:

(12) Where, in consequence of this Act, any part of any street, road, bridleway or footpath in which any apparatus is situate ceases to be part of a street, road, bridleway or footpath, the undertakers may exercise the same rights of access to such apparatus as they enjoyed immediately before the passing of this Act, but nothing in this paragraph shall prejudice or affect any right of the Board or of the undertakers to require removal of such apparatus under this section or the power of the Board to execute works in accordance with paragraph (11) of this section:

(13) The Board shall pay to the undertakers the costs, charges and expenses reasonably incurred by the undertakers in or in connection with the inspection, removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the execution of any such works as are referred to in paragraph (7) of this section, less the value of any apparatus removed under the provisions of this section (such value being calculated after removal) and shall also make compensation to the undertakers—

(*a*) for any damage caused to any apparatus (other than apparatus the repair of which is not reasonably necessary in view of its intended removal in accordance with the provisions of this section); and

PART IV —*cont.*

(*b*) for any other expenses, loss, damages, penalty or costs incurred by the undertakers;

by reason or in consequence of the execution, maintenance, user or failure of any such works or otherwise by reason or in consequence of the exercise by the Board of the powers of this Act:

(14) Where, by reason or in consequence of the stopping up of any street, road, bridleway or footpath under the powers of this Act, any apparatus belonging to the undertakers and laid or placed in such street, road, bridleway or footpath or elsewhere is rendered derelict or unnecessary, the Board shall pay to the undertakers the then value of such apparatus (which shall thereupon become the property of the Board) and the reasonable cost of and incidental to the cutting off of such apparatus from any other apparatus, and of and incidental to the execution or doing of any works or things rendered necessary or expedient by reason or in consequence of such apparatus being so rendered derelict or unnecessary:

Provided that the Board shall not under the provisions of this paragraph be required to pay to the undertakers the value of any apparatus rendered derelict or unnecessary if, to the reasonable satisfaction of the undertakers, other apparatus shall at the expense of the Board have been provided and laid and made ready for use in substitution for the apparatus so rendered derelict or unnecessary:

(15) Any difference arising between the Board and the undertakers under this section shall be referred to and settled by arbitration:

(16) Nothing in this section shall be deemed to prejudice or affect the provisions of any enactment or agreement regulating the relations between the Board and the undertakers in respect of any apparatus laid or erected in land belonging to the Board at the date of the passing of this Act.

For protection of Greater Manchester County Council.

28. For the protection of the Greater Manchester County Council (in this section referred to as "the council") the following provisions shall, unless otherwise agreed in writing between the Board and the council, apply and have effect:—

(1) In this section—

"highway" means any highway vested in or repairable or maintainable by the council;

PART IV —*cont.*

"the new bridge" means any bridge to be constructed under the provisions of this Act for carrying any highway and the expression "the new bridges" shall be construed accordingly;

"the new highway" means any new highway to be provided by the Board under the provisions of this Act and the expression "the new highways" shall be construed accordingly;

"plans" includes sections and particulars;

"specified works" means the new bridges, the new highways and so much of the works as may in any way affect any highway:

(2) Before commencing the construction of any of the specified works, the Board shall submit to the council for their reasonable approval plans thereof and, notwithstanding anything shown on the deposited plans and the deposited sections, the work to which such plans relate shall not be constructed otherwise than in accordance with such plans as may be approved by the council as aforesaid, or, if such approval be refused, as may be settled by arbitration, and any part of the construction of the specified works which may involve interference with a highway shall be carried out under the supervision (if given) and to the reasonable satisfaction of the council:

Provided that, if within 56 days after the submission to them of plans in accordance with the provisions of this paragraph the council do not signify their approval or disapproval thereof and the grounds for such disapproval, they shall be deemed to have approved thereof:

(3) Notwithstanding anything in this Act or shown on the deposited plans the new bridges shall be designed, constructed and maintained so as to provide for loadings to be agreed in advance by the council and the Board shall indemnify the council against and make good to the council all expenses which the council may reasonably incur or be put to in the maintenance or repair of any highway, drain or apparatus therein by reason of any non-compliance by the Board with the provisions of this paragraph:

(4) (*a*) Before commencing to construct any part of the specified works which will involve interference with a highway the Board shall consult the council as to the time when such part shall be commenced, as to the extent of the surface of the highway which it may be

PART IV —*cont.*

reasonably necessary for the Board to occupy in the construction of such part and as to the conditions under which such part shall be constructed so as to reduce so far as possible inconvenience to the public and to ensure the safety of the public, and such part shall not be constructed and the surface of the highway shall not be occupied by the Board except at the time, to the extent and in accordance with such reasonable conditions as may be agreed between the Board and the council or in default of agreement settled by arbitration;

(*b*) Any such highway shall be reinstated by the Board in a manner reasonably approved by the council and to their reasonable satisfaction:

(5) The Board shall, at all reasonable times during the construction of any part of the specified works, afford to the engineer of the council or his duly authorised representatives access to that part of the specified works for the purposes of inspection:

(6) The structures of the new bridges, the embankments on which the approaches to the new bridges are constructed and any fencing on either side of those approaches shall be maintained by the Board:

(7) (*a*) The new highways, the surface of the carriageways and footways of the new bridges and the verges thereof shall be vested in and maintained by the council who shall have all such rights in relation to the subsoil and undersurface thereof as are necessary for the performance of their functions as highway authority:

Provided that the Board shall be liable to the council for the maintenance of any new highway and the surface of the carriageways and footways of the new bridges and the verges thereof for a period of 12 months after the date of completion;

(*b*) In this paragraph "the date of completion" means the date upon which the new highway or, as the case may be, the new bridge is completed in accordance with the requirements of this section and open for public use or, in the case of a difference between the Board and the council as to whether the said requirements have been complied with, until the matter in dispute has been referred to and determined by arbitration and the arbitrator has certified that the new highway or, as the case may be, the new bridge has been completed in accordance with his determination:

PART IV —*cont.*

(8) The Board shall keep the council indemnified against all actions, costs, claims and demands whatsoever brought or made against the council by any person in respect of loss or damage caused by, or in consequence of, the construction of any of the specified works and the fact that any act or thing may have been done in accordance with plans approved by the council or in accordance with any requirement of the council or under their supervision shall not (if it was done without negligence on the part of the council) excuse the Board from liability under the provisions of this section:

Provided that the council shall give to the Board reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Board:

(9) The Board shall repay to the council all costs, charges and expenses reasonably incurred by the council in the examination of the plans submitted to the council under this section in relation to any of the specified works:

(10) Any difference arising between the Board and the council under this section shall be referred to and settled by arbitration.

For protection of Manchester City Council.

29. For the protection of the Manchester City Council (in this section referred to as "the council") the following provisions shall, unless otherwise agreed in writing between the Board and the council, apply and have effect:—

(1) In this section—

"the airport" means the aerodrome situated partly in the city of Manchester in the county of Greater Manchester and partly in the borough of Macclesfield in the county of Cheshire, vested in the council for the joint use and benefit of the council and the Greater Manchester County Council and known as the Manchester International Airport, including any land designed, equipped, set apart or commonly used for affording facilities for the landing and departure of aircraft;

"airport property" means the land, buildings and any other property of whatever nature forming part of, or held by the council in connection with, the airport;

"banks" has the same meaning as in the Land Drainage Act 1976;

1976 c. 70.

PART IV —*cont.*

"construction" includes execution, placing and altering and "construct" and "constructed" shall be construed accordingly;

"plans" includes sections, drawings, specifications and descriptions (including descriptions of methods of construction);

"specified works" means so much of Works Nos. 1, 2 and 3 and any work or convenience connected therewith as may be situated upon, across, under or over or may in any way affect any airport property;

"watercourse" means any culvert, cut, ditch, drain, dyke, passage through which water flows, sewer (other than a public sewer within the meaning of the Public Health Act 1936), sluice or stream which is used for or in connection with the drainage of airport property: 1936 c. 49.

(2) The Board shall not under the powers of this Act acquire compulsorily any airport property but they may, in accordance with the provisions of section 19 (Purchase of rights over land) of this Act, acquire such new rights in any such property delineated on the deposited plans as they may reasonably require for the purposes of the specified works or for obtaining access thereto:

(3) Notwithstanding anything shown on the deposited plans or sections the Board in constructing the specified works shall not, in relation to so much of the specified works as is to be constructed under the roads in the airport known as Ramp Road East and Terminal Road North, deviate upwards from the levels shown on the deposited sections:

(4) The specified works shall be so constructed as to have such load-bearing capacity as may be specified by the council and different load-bearing capacities may be specified for different parts of the specified works:

(5) The Board shall, before commencing the specified works, furnish to the council for their reasonable approval proper and sufficient plans thereof and a statement of the time or times at which and the order in which the specified works are to be constructed and shall not commence the specified works until the plans thereof, the time or times at which and the order in which they are to be constructed have been approved in writing by the council or settled by arbitration:

PART IV —*cont.*

Provided that, if within 56 days after such plans and statement have been furnished to the council the council shall not have intimated their disapproval thereof and the grounds of their disapproval, they shall be deemed to have approved the same:

(6) Upon signifying their approval or disapproval of the plans the council may specify any protective works, whether temporary or permanent, which in their opinion should be carried out before the commencement or during the construction of the specified works to ensure the safety or stability of airport property and such protective works as may be reasonably necessary for those purposes shall be constructed with all reasonable dispatch and the Board shall not commence the construction of the specified works until the council shall have notified the Board that any protective works required to be constructed before the commencement of the specified works have been completed:

(7) (*a*) Upon signifying their approval or disapproval of the plans the council may give notice to the Board that they desire themselves—

(i) to carry out any of the protective works referred to in paragraph (6) of this section; or

(ii) to alter, remove or replace any apparatus affected by the construction of the specified works;

and any protective works or other operations in respect of which notice has been given by the council under this paragraph shall be carried out by the council in accordance with plans submitted to and reasonably approved by the Board;

(*b*) Paragraph (5) of this section shall apply to any plans submitted to the Board under this paragraph as it applies to plans submitted by the Board to the council:

(8) The Board shall give to the council not less than 56 days' notice of their intention to commence the construction of any specified work and also, except in case of emergency (when they shall give such notice as may be reasonably practicable), of their intention to carry out any works for the repair or maintenance of the specified works in so far as such works of repair or maintenance affect or interfere with airport property:

(9) The specified works shall, when commenced, be constructed with all reasonable dispatch in accordance with the plans approved, deemed to have been

PART IV —*cont.*

approved or settled by arbitration in accordance with paragraph (5) of this section and in such manner as to cause as little damage as may be to airport property and as little interference as may be with the operation of the airport; and, if any damage to airport property or any such interference shall be caused by the construction of the specified works, the Board shall, notwithstanding any such approval as aforesaid, make good such damage and shall on demand pay to the council all reasonable costs and expenses to which they may be put by reason of any such damage or interference:

Provided that nothing in this paragraph shall impose any liability on the Board with respect to any damage, costs or expenses which is attributable to the act, neglect or default of the council or their servants, contractors or agents:

(10) The Board shall at all times afford reasonable facilities to the council for access to the specified works during their construction and shall supply them with all such information as they may reasonably require with regard to the specified works, the method of construction and the time or times at which and the order in which they are to be constructed:

(11) The council shall be entitled to supervise the construction of the specified works for the purpose of ensuring the safe operation of the airport:

(12) The council shall at all times afford reasonable facilities to the Board and their agents for access to any protective works carried out by the council under paragraph (7) of this section during their construction and shall supply the Board with such information as they may reasonably require with regard to those works or the method of construction thereof:

(13) The Board shall repay to the council all costs, charges and expenses reasonably incurred by the council—

(*a*) in constructing any protective works or carrying out any operations on behalf of the Board under paragraph (7) of this section including, in respect of any permanent protective works, a capitalised sum representing the cost to the council of maintaining and renewing those works;

(*b*) in respect of the employment of any inspectors and other persons whom it shall be reasonably necessary to appoint for inspecting and guarding airport property and for preventing, as far

PART IV —*cont.*

as may be reasonably practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works;

(*c*) in respect of any additional temporary lighting of airport property in the vicinity of the specified works, being lighting made reasonably necessary during and by reason of the construction or failure of the specified works;

(*d*) in respect of the supervision of the specified works:

(14) The Board shall be responsible for and make good to the council all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the council by reason of the failure of the specified works or of any act or omission of the Board or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works and the Board shall effectively indemnify and hold harmless the council from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done by the council on behalf of the Board, or in accordance with plans approved by the council, or in accordance with any requirement of the council or under the supervision of the council, shall not (if it was done without negligence on the part of the council or any person in their employ or of their contractors or agents whilst engaged upon the construction of the specified works) excuse the Board from any liability under the provisions of this section:

Provided that the council shall give to the Board reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Board:

(15) The Board shall not make any trial holes on any airport property without first obtaining the consent of the council but such consent shall not be unreasonably withheld and the council may attach thereto such reasonable terms and conditions as they think fit:

(16) (*a*) No specified work shall be constructed so as to diminish the width between the banks of any watercourse except with the consent in writing of the council but such consent shall not be unreasonably withheld;

PART IV —*cont.*

(*b*) In the construction and maintenance of the specified works the Board shall provide, to the reasonable satisfaction of the council, such culverts and other drainage works as may be reasonably required for the drainage of airport property and the protection of watercourses or the banks thereof:

(17) Within six months after the completion of any specified work, or such longer period as the council may agree, the Board shall remove or, to the reasonable satisfaction of the council, demolish or otherwise dispose of all temporary buildings and structures erected for the purposes of or in connection with the construction of that specified work which are not required for the purposes of or in connection with the construction of other specified works and shall remove all surplus materials, plant, machinery and appliances provided or erected in connection therewith which are not so required and shall, so far as is reasonably practicable, to the like satisfaction restore and make good the surface of the ground on which any such surplus materials, plant, machinery and appliances as aforesaid have been placed:

(18) Any difference arising between the Board and the council under this section shall be referred to and settled by arbitration.

For protection of British Waterways Board.

30. For the protection of the British Waterways Board (in this section referred to as "the waterways board") the following provisions shall, unless otherwise agreed in writing between the Board and the waterways board, apply and have effect:—

(1) In this section—

"the canal" means the Leeds and Liverpool canal of the waterways board and shall include the arm between the canal and the waterway;

"construction" includes reconstruction and the maintenance and repair of the specified works;

"the engineer" means an engineer to be appointed by the waterways board;

"plans" includes sections, drawings and particulars;

"the river" means the river Aire;

"section 6" means section 6 (Infilling of disused canal at Leeds) of this Act;

"the specified works" means the works authorised by subsection (2) of section 6;

PART IV —*cont.*

"the waterway" has the same meaning as in section 6:

(2) The Board shall not use any land or property of the waterways board (including Bridge No. 266 spanning the canal to the east of Office Lock) for the passage of vehicles, plant or machinery employed in the construction of the specified works except—

(*a*) with the consent in writing of the engineer, whose consent shall not be unreasonably withheld:

Provided that nothing in this sub-paragraph shall require the Board to obtain the consent of the engineer to the exercise of any easements which are vested in the Board under clause 2 of an agreement dated 31st December 1962 and clause 4 of an agreement dated 22nd September 1965, both made between the Board and the waterways board; and

(*b*) subject to compliance with such reasonable requirements as the engineer may from time to time specify—

(i) for the prevention of damage to such land and property and of danger to persons thereon; and

(ii) in order to avoid or reduce any inconvenience to the waterways board, their officers and agents and all other persons lawfully on such land or property:

(3) If the Board decide to proceed with the construction of the specified works, they shall—

(*a*) provide adequate temporary means of access for pedestrians over the waterway before removing or otherwise interfering with the existing pontoon bridge over the waterway; and

(*b*) complete to the reasonable satisfaction of the engineer so much of the specified works as comprises the private road referred to in paragraph (*c*) of subsection (2) of section 6:

(4) (*a*) Before carrying out any of the specified works the Board shall construct on the alignment of the waterway a pipe of not less than 300 millimetres in diameter sufficient to permit the canal to be supplied with water from the river;

(*b*) The Board shall provide and maintain a suitable means of access to the said pipe to enable the waterways board to pump water through the said pipe and for the

PART IV —*cont.*

purposes mentioned in sub-paragraph (*c*) of this paragraph;

(*c*) The Board shall permit the waterways board at all times in an emergency but otherwise at all reasonable times to enter the property appropriated by the Board under section 6, by means of the access to be provided under sub-paragraph (*a*) of this paragraph, for the purposes of using, cleansing, repairing, maintaining and renewing the said pipe:

(5) The design and materials of the pipe and means of access thereto referred to in sub-paragraph (*a*) of paragraph (4) of this section, together with the position of the said pipe and means of access, shall be in accordance with such reasonable requirements as may be stated in writing by the engineer when signifying his approval of the plans of the specified works:

(6) The Board shall, before commencing the construction of the specified works, including temporary works, furnish to the waterways board proper and sufficient plans thereof for the reasonable approval of the engineer, and shall not commence the specified works until plans thereof have been approved in writing by the engineer or settled by arbitration:

Provided that, if within 56 days after such plans have been furnished to the waterways board the engineer shall not have intimated his disapproval thereof and the grounds of his disapproval, he shall be deemed to have approved the same:

(7) Upon signifying his approval or disapproval of the plans the engineer may specify any protective works, whether temporary or permanent, which in his opinion should be carried out before the commencement of the specified works to ensure the safety or stability of the canal and such protective works as may be reasonably necessary for those purposes shall be constructed by the Board with all reasonable dispatch:

(8) The Board shall give to the engineer 28 days' notice of their intention to commence the construction of any of the specified works, provided that in the case of maintenance or repair carried out in an emergency they shall give such notice as may be reasonably practicable:

(9) The Board shall not in the course of constructing the specified works or otherwise in connection therewith do or permit anything which may result in the pollution of the canal or the deposit of materials therein and shall take such steps as the engineer may

PART IV —*cont.*

reasonably require to avoid or make good any breach of their obligations under this paragraph:

(10) The Board shall provide and maintain at their cost any temporary lighting of the canal and signal lights in the vicinity of the specified works, being lighting which the engineer may reasonably require during the construction or failure of the specified works:

(11) The specified works shall, when commenced, be carried out with all reasonable dispatch in accordance with the approved plans and under the supervision (if given) and to the reasonable satisfaction of the engineer, and in such manner as to cause as little damage as may be to the canal or other land or property of the waterways board and as little interference as may be with the passage of vessels using the canal:

(12) If any damage to the canal or other land or property of the waterways board or any stoppage of the canal or any interference with the passage of vessels using the canal shall be caused by the carrying out of the specified works or by the passage of vehicles, plant or machinery employed in connection therewith, the Board shall, notwithstanding any consent under paragraph (2) or approval under paragraph (6) of this section, make good such damage and on demand pay to the waterways board all reasonable expenses to which they may be put and compensation for any loss which they may sustain by reason of any such damage, stoppage or interference:

Provided that nothing in this paragraph shall impose any liability on the Board with respect to any damage, expenses or loss which is attributable to the act, neglect or default of the waterways board or their servants, contractors or agents:

(13) The Board shall at all times afford reasonable facilities to the engineer for access to the specified works during their construction and shall supply him with all such information as he may reasonably require with regard to the specified works or the method of construction thereof:

(14) The Board shall repay to the waterways board all costs, charges and expenses reasonably incurred by the waterways board—

(*a*) in respect of the employment of any inspectors, watchmen and other persons whom it shall be reasonably necessary to appoint for inspecting, watching and lighting the canal and for preventing, as far as may be reasonably

PART IV —*cont.*

practicable, interference, obstruction, danger or accident arising from the construction or failure of the specified works;

(*b*) in respect of the supervision by the engineer of the specified works;

(*c*) in bringing the specified works to the notice of users of the canal:

(15) The Board shall be responsible for and make good to the waterways board all costs, charges, damages and expenses not otherwise provided for in this section which may be occasioned to or reasonably incurred by the waterways board—

(*a*) by reason of the specified works or the failure thereof; or

(*b*) by reason of any act or omission of the Board or of any persons in their employ or of their contractors or others whilst engaged upon the construction of the specified works;

and the Board shall effectively indemnify and hold harmless the waterways board from and against all claims and demands arising out of or in connection with the construction of the specified works or any such failure, act or omission as aforesaid and the fact that any act or thing may have been done in accordance with plans approved by the engineer, or in accordance with any requirement of the engineer or under his supervision, shall not (if it was done without negligence on the part of the waterways board) excuse the Board from any liability under the provisions of this section:

Provided that the waterways board shall give to the Board reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Board:

(16) Any difference arising between the Board and the waterways board under this section shall be referred to and settled by arbitration.

For protection of Civil Aviation Authority.

31. For the protection of the Civil Aviation Authority (in this section referred to as "the authority") the following provisions shall, unless otherwise agreed in writing between the Board and the authority, apply and have effect:—

(1) In this section—

"air navigation services" includes information, directions and other facilities furnished, issued or

PART IV —*cont.*

provided for the purposes of or in connection with the navigation or movement of aircraft and also includes the control of movement of vehicles in any part of the airport used for the movement of aircraft;

"the airport" means the aerodrome situated partly in the city of Manchester and partly in the borough of Macclesfield in the county of Cheshire known as the Manchester International Airport, and includes any land designed, equipped, set apart or commonly used for affording facilities for the landing and departure of aircraft;

"apparatus" means apparatus or equipment used by the authority in connection with the provision of air navigation services and includes any building, structure or works for the lodging therein of apparatus;

"the authority" includes any other person for the time being providing air navigation services at the airport;

"construction" includes execution, placing and alteration and "constructed" shall be construed accordingly;

"plans" includes sections, drawings and descriptions (including descriptions of methods of construction);

"specified work" means Works Nos. 1, 2 and 3, or any part thereof, together with any works or conveniences connected therewith, and includes the construction of a specified work:

(2) The Board shall, before commencing any specified work, consult the authority and, if it appears to the authority that the specified work or any equipment to be used in its construction will or may interfere with or obstruct any air navigation services, the authority may require the Board to submit to them plans of the specified work; and the specified work shall be constructed only in accordance with—

(*a*) those plans; and

(*b*) such reasonable directions as the authority may give for the protection of air navigation services;

and the authority shall be entitled to watch and inspect the construction of the specified work:

(3) The Board shall pay to the authority the costs, charges and expenses reasonably incurred by the authority in

PART IV —*cont.*

or in connection with the removal, alteration or protection of any apparatus or the construction of any new apparatus which may be required in consequence of the construction of any specified work and shall also make compensation to the authority—

(*a*) for any damage caused to any apparatus; and

(*b*) for any other costs, damages, expenses or loss incurred by the authority, by reason or in consequence of the construction, maintenance, user or failure of any specified work:

(4) Any difference arising between the Board and the authority under this section shall be referred to and settled by arbitration.

For protection of North West Water Authority.

32. For the protection of the North West Water Authority (in this section referred to as "the authority") the following provisions shall, unless otherwise agreed in writing between the Board and the authority, apply and have effect:—

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

"construction" includes execution, placing and altering and, in relation to temporary works, includes removal; and "construct" and "constructed" shall be construed accordingly;

"new, altered or substituted works" includes any works required for the protection of any sewer;

"sewer" means a sewer, including a public sewer, within the meaning of the Public Health Act 1936 and includes any manholes, ventilating shafts, pumps or other accessories belonging to or forming part of a sewer; 1936 c. 49.

"specified work" means so much of Works Nos. 1, 2, 3 or 4 and of any work (whether temporary or permanent) forming part of, or constructed in connection with, any of those works as will or may be situated over or within 15 metres measured in any direction of, or (wherever situated) impose any load directly upon, any sewer, and includes the construction, maintenance or renewal of any such works:

(2) The Board shall not commence any specified work until they shall have given to the authority two months' previous notice in writing of their intention to commence the same, by leaving such notice at the principal office of the authority with plans as described in paragraph (7) of this section (in this section referred

PART IV —*cont.*

to as "the said plans"), and until the authority shall have signified their approval of the said plans:

Provided that such approval shall not be unreasonably withheld and if, within two months after the submission of the said plans, the authority have not signified to the Board their approval or disapproval thereof, they shall be deemed to have approved the said plans:

(3) The Board shall comply with and conform to all reasonable orders, directions and regulations of the authority in the construction of any specified work and shall provide new, altered or substituted works in such manner as the authority shall reasonably require for the proper protection of, and for preventing injury or impediment to, any sewer by reason of any specified work and shall save harmless the authority against all expenses to be occasioned thereby:

(4) (*a*) The specified works and all such new, altered or substituted works shall be constructed only in accordance with such plans as may be approved or be deemed to be approved by the authority as aforesaid or settled by arbitration, subject however to any modification of those plans from time to time agreed upon between the engineer of the Board and the engineer of the authority duly authorised for that purpose, and be constructed to the reasonable satisfaction of the authority who shall be given reasonable notice of the date and time on and at which any new, altered or substituted works are to be commenced;

(*b*) The Board shall indemnify the authority against all costs, charges and expenses which the authority may reasonably incur or have to pay or which they may sustain in the preparation or examination of plans:

(5) When any such new, altered or substituted works shall be completed under the provisions of this section, the same shall thereafter be as fully and completely under the direction, jurisdiction and control of the authority as any sewer now or hereafter may be:

(6) Nothing in this Act shall extend to prejudice, diminish, alter or take away any of the rights, powers or authorities vested or to be vested in the authority in relation to any sewer but all such rights, powers and authorities shall be as valid and effectual as if this Act had not been passed:

PART IV —*cont.*

(7) The plans to be submitted to the authority for the purposes of this section shall be detailed plans, drawings, sections and specifications which shall describe the exact position and manner in which, and the level at which, any specified work is proposed to be constructed and shall accurately describe the position of all sewers within the limits of deviation (for which purpose the authority shall allow the Board access to plans in their possession in order to enable the Board to obtain reliable information) and shall comprise detailed drawings of every alteration which the Board may propose to make in any sewer:

(8) The authority may require such modifications to be made in the said plans as may be reasonably necessary to secure the sewers against interference or risk of damage and to provide and secure proper and convenient means of access to any sewer:

(9) The Board shall indemnify the authority against all claims, demands, costs, expenses, damages or loss which may be made on or against the authority or which the authority may incur or have to pay or which they may sustain in consequence of the construction, maintenance or renewal of a specified work or of the failure or want of repair thereof or any subsidence caused by the construction of any specified work or in consequence of any act or omission of the Board, their contractors, agents, workmen or servants, whilst engaged upon the specified work:

Provided that—

(i) the authority shall give to the Board reasonable notice of any such claim or demand as aforesaid and no settlement or compromise thereof shall be made without the agreement in writing of the Board; and

(ii) nothing in this paragraph shall impose any liability on the Board with respect to any claim, demand, costs, expenses, damage or loss which is attributable to the act, neglect or default of the authority or their servants or agents:

(10) If the Board in the construction of any specified work or any new, altered or substituted work alter, damage or in any way interfere with any sewer, the Board shall give to the authority full, free and uninterrupted access at all times to any such new, altered or substituted work or to any such sewer and every reasonable facility for the inspection, maintenance, alteration and repair thereof:

PART IV —*cont.*

(11) Where, in consequence of this Act, any part of any street, road, bridleway or footpath in which any sewer is situate ceases to be part of a street, road, bridleway or footpath, the authority may, so far as reasonably practicable, exercise the same rights of access to such sewer as they enjoyed immediately before the passing of this Act, but nothing in this paragraph shall prejudice or affect any power of the Board under this Act to remove a sewer or any right of the authority to require the provision of new, altered or substituted works or the making of modifications in any specified work in accordance with paragraph (3) or paragraph (8) of this section:

(12) Where, by reason or in consequence of the stopping up of any street, road, bridleway or footpath under the powers of this Act, any sewer laid or placed in such street, road, bridleway or footpath or elsewhere is rendered derelict or unnecessary, the Board shall pay to the authority the then value of such sewer (which shall thereupon become the property of the Board) and the reasonable cost of and incidental to the cutting off or sealing of such sewer, and of and incidental to the execution or doing of any works or things rendered necessary or expedient by reason or in consequence of such sewer being so rendered derelict or unnecessary:

Provided that the Board shall not under the provisions of this paragraph be required to pay to the authority the value of any sewer rendered derelict or unnecessary if, to the reasonable satisfaction of the authority, new, altered or substituted works shall, at the expense of the Board, have been provided and laid and made ready for use in substitution for the sewer so rendered derelict or unnecessary:

(13) Notwithstanding the temporary stopping up or diversion of any road, bridleway or footpath under the powers of section 14 (Temporary stoppage of roads, bridleways and footpaths) of the (No. 2) Act of 1981, as incorporated with this Act, the authority shall be at liberty at all times to execute and do all such works and things in, upon or under any such road, bridleway or footpath as may be reasonably necessary or desirable to enable them to inspect, repair, maintain, renew, remove or use any sewer which at the time of the stopping up or diversion was in that road, bridleway or footpath:

(14) In the exercise of the powers of section 15 (Underpinning of buildings near works) of the (No. 2) Act of

PART IV —*cont.*

1981, as incorporated with this Act, the Board shall not, so far as reasonably practicable, obstruct or render less convenient the access to any sewer and, if by reason or in consequence of the exercise of those powers any damage to any sewer (other than a sewer the repair of which is not reasonably necessary in view of its intended removal or abandonment) shall be caused, the Board shall bear and pay the cost reasonably incurred by the authority in making good such damage and shall—

(*a*) make reasonable compensation to the authority for any loss sustained by them; and

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

by reason or in consequence of any such damage:

Provided that—

(i) nothing in this paragraph shall impose any liability on the Board with respect to any damage to the extent that such damage may be attributable to the act, neglect or default of the authority or their contractors or workmen;

(ii) the authority shall give to the Board reasonable notice of any claim or demand as aforesaid and no settlement or compromise thereof shall be made without the prior consent of the Board:

(15) It shall be lawful for an officer of the authority duly appointed for the purpose at any reasonable time to enter upon and inspect any specified work or any other work constructed under the powers of this Act, for which purpose the Board shall allow to any such officer access over any other works or land of the Board:

(16) The fact that any specified work has been constructed in accordance with a plan approved or not objected to by the authority or to their satisfaction or in accordance with any directions or award of an arbitrator shall not relieve the Board from any liability under the provisions of this section:

(17) As soon as reasonably practicable after the completion of the construction of a specified work the Board shall deliver to the authority a plan and section showing the position and level of that work as

PART IV —*cont.*

constructed and all new, altered or substituted works provided under this section:

(18) Any difference arising between the Board and the authority under this section shall be referred to and settled by arbitration.

For protection of Thames Water Authority.

33. For the protection of the Thames Water Authority (in this section referred to as "the authority") the following provisions shall apply and have effect:—

(1) In this section "the Southcote land" means the land numbered on the deposited plans 1 and 2 at Southcote in the borough of Reading:

(2) Notwithstanding anything in sections 18 (Purchase of land) and 19 (Purchase of rights over land) of this Act or section 21 (Extinction or suspension of private rights of way) of the (No. 2) Act of 1981, as incorporated with this Act, the Board shall not purchase compulsorily, nor shall there be extinguished or suspended, any private rights of way enjoyed by or vested in the authority over the Southcote land.

PART V

POWERS FOR SEALINK U.K. LIMITED

Public landing-stage at Portsmouth Harbour.

1948 c. 38.

34.—(1) (*a*) In this section—

"the company" means Sealink U.K. Limited or any subsidiary (within the meaning of section 154 of the Companies Act 1948) of that company;

"landing-stage and approach" means the public landing-place and the approach thereto at Portsmouth Harbour maintained by the company under section 10 of the Joint Portsmouth Railway Extension Act 1873;

1873 c. cxviii.

"relevant costs" means all costs, charges and expenses incurred by the company in connection with the alteration, enlargement, removal, renewal, repair and replacement of the landing-stage and approach.

(*b*) The relevant part of the said section 10 which describes the landing-stage and approach is set out in Schedule 5 to this Act.

(2) Notwithstanding anything in any enactment—

(*a*) the company may demand, take and recover charges for the use by the public of the landing-stage and approach in order to meet the relevant costs and may waive any such charges; and

(*b*) any charges exigible under paragraph (*a*) of this subsection shall be ship, passenger and goods dues within the meaning of section 57 (1) of the Harbours Act 1964. PART V —*cont.* 1964 c. 40.

PART VI

MISCELLANEOUS

35. The enactments specified in columns (1) and (2) of Schedule 6 to this Act are hereby repealed to the extent mentioned in column (3) of that schedule. Repeals.

36.—(1) In this section "Class XII development" means development authorised by Article 3 of, and Class XII in Schedule 1 to, the Town and Country Planning General Development Order 1977 (which permit development authorised by private Act designating specifically both the nature of the development thereby authorised and the land on which it may be carried out). Planning permission. S.I. 1977/289.

(2) Subject to the provisions of subsection (3) of this section, in its application to development authorised by this Act, the planning permission granted for Class XII development shall have effect as if the authority to develop given by this Act were limited to development begun within 10 years after the passing of this Act.

(3) Subsection (2) of this section shall not apply to the carrying out of any development consisting of the alteration, maintenance or repair of works or the substitution of new works therefor.

37. Where under any provision of this Act any difference (other than a difference to which the provisions of the Compulsory Purchase Act 1965, as applied by this Act, apply or as to the meaning or construction of any such provision) is to be referred to or settled by arbitration, then such difference shall be referred to and settled by a single arbitrator to be agreed between the parties or, failing agreement, to be appointed on the application of either party (after notice in writing to the other) by the President of the Institution of Civil Engineers. Arbitration. 1965 c. 56.

38. All costs, charges and expenses of and incidental to the preparing for, obtaining and passing of this Act, or otherwise in relation thereto, shall be paid by the Board and may in whole or in part be defrayed out of revenue. Costs of Act.

SCHEDULES

Section 5 (4).

SCHEDULE 1

MEANS OF ACCESS REFERRED TO IN SUBSECTION (4) OF SECTION 5 (POWER TO MAKE WORKS) OF THIS ACT

Description of access by reference to point marked by letter on deposited plans (1)	Purpose for which access may be used (2)
Means of access in relation to Works Nos. 1 and 2 or either of them	
Point "K" from and to Thorley Lane	For construction and thereafter for the general purposes of the Board.
Point "L" from and to Woodhouse Lane	For construction and thereafter for the general purposes of the Board.
Means of access in relation to Work No. 2	
Point "M" from and to Thorley Lane	For construction.
Point "N" from and to Outwood Lane	For construction.
Means of access in relation to Work No. 1 and the railway station or either of them	
Point "P" from and to Outwood Lane	For construction.
Means of access in relation to Works Nos. 1 and 3 or either of them	
Points "R" and "T" from and to Styal Road	For construction and thereafter for the general purposes of the Board.
Point "S" from and to Styal Road	For construction.

SCHEDULE 2

Section 6 (1) and (5).

ENACTMENTS REFERRED TO IN SECTION 6 (INFILLING OF DISUSED CANAL AT LEEDS) OF THIS ACT

Chapter (1)	Title or short title (2)	Provision (3)
7 & 8 Vict. c. lix (1844).	An Act for making a Railway from Leeds to Bradford, with a Branch to the North Midlands Railway.	Sections CCLIX to CCLXIV.
28 & 29 Vict. c. cclxvii.	Leeds New Railway Station Act 1865.	Sections 27 to 31.
37 & 38 Vict. c. cxxix.	Leeds New Railway Station Enlargement Act 1874.	Sections 6 to 12.
54 & 55 Vict. c. clxvi.	North-eastern Railway Act 1891.	Section 28.

SCHEDULE 3

Section 13.

LEVEL CROSSINGS REFERRED TO IN SECTION 13 (REDUCTION IN STATUS OF LEVEL CROSSINGS) OF THIS ACT

In the county of Humberside—

In the parish of Leconfield in the borough of Beverley—

The level crossing known as Scorborough crossing, Lockington, (reference point TA 0298:4596) whereby the road connecting the A. 164 road at Scorborough with property in the area of Decoy Farm is crossed by the railway between Hutton Cranswick and Arram stations.

In the county of Norfolk—

In the parish of Strumpshaw in the district of Broadland—

The level crossing known as Buckenham Station crossing (reference point TG 3512:0563) whereby the road connecting Station Road with the banks of the river Yare is crossed by the railway at Buckenham station.

Section 18 (2).

SCHEDULE 4

LAND REFERRED TO IN SUBSECTION (2) OF SECTION 18 (PURCHASE OF LAND) OF THIS ACT

Area (1)	No. on deposited plans (2)	Purposes for which land may be used (3)
In the metropolitan county of Greater Manchester—		
City of Manchester—		
Parish of Ringway	3a	To provide a working site for Works Nos. 1 and 2, or either of them, and a vehicular route between Thorley Lane and those works, or either of them, with access from and to Thorley Lane at the point marked "K" on the deposited plans.
	12a	To provide the railway station together with a working site therefor and for Work No. 1.
In the county of Derbyshire—		
Borough of Erewash—		
Parish of Ockbrook	2	To carry out drainage improvements to the railway between Derby and Trent.
Parish of Draycott and Church Wilne	1 to 3, 7, 8, 10, 13	
In the county of East Sussex—		
District of Rother—		
Parish of Battle	1	To provide a substation for the supply of electricity to the Board's railways, with access from and to Telham Lane at the point marked "wicket gate" on the deposited plans.
Parish of Etchingham	1	To provide a substation for the supply of electricity to the Board's railways.
Parish of Mountfield	1	

SCHEDULE 5

Section 34 (1) (*b*).

JOINT PORTSMOUTH RAILWAY EXTENSION ACT 1873

1873 c. cxviii.

Provision for public landing-place and approach thereto.

10. The two Companies shall construct maintain and keep lighted in connection with their Railway a public landing-place at the north end of and in a line with their landing pier at Portsea and also a convenient approach therefrom for the use of the public to the Companies' main carriage road to their terminal station (which carriage road including the pathway is to be at least thirty feet wide) and from thence over that carriage road to the public street called "The Hard" at Portsea and the said public landing-place shall have a frontage next the harbour of at least one hundred feet (with the same depth of water as at the Companies' landing pier) and a width of thirty feet and the said public approach therefrom to the Companies' carriage road shall be constructed as follows viz. by a hinged gangway of the width of fifteen feet extending from the floating pontoon which will form the said landing-place for a distance of about one hundred feet to a fixed gangway of the width of twenty feet and from thence by that fixed gangway for a distance of about one hundred and eighty-five feet to the said Companies' carriage road provided that the two Companies shall be at full liberty to use the said public landing-place and approach for all purposes of their traffic but not so as to prejudicially affect the public use thereof . . .

SCHEDULE 6

Section 35.

REPEALS

Chapter (1)	Title or short title (2)	Extent of repeal (3)
7 & 8 Vict. c. lix (1844).	An Act for making a Railway from Leeds to Bradford, with a Branch to the North Midlands Railway.	Sections CCLIX and CCLX.
28 & 29 Vict. c. cclxvii.	Leeds New Railway Station Act 1865.	Section 27.
4 Edw. 7. c. cxcvii.	Great Western Railway Act 1904.	Subsection (3) of section 34.

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