CHAPTER cxxv.

An Act to confer further powers upon the Great Northern Railway Company. A.D. 1903.

[21st July 1903.]

WHEREAS it is expedient that the Great Northern Railway Company (hereinafter referred to as "the Company") should be authorised—

To make and maintain the railways and works hereinafter described;

To abolish certain level crossings of their railway and otherwise to deal with certain roads and footpaths connected with their undertaking;

To purchase and acquire additional lands and easements for the purposes of their undertaking:

And whereas by the Great Northern and Strand Railway Act 1899 Railway (No. 3) thereby authorised is designed to be made under the King's Cross Railway Station of the Company and the powers conferred by the said Act on the Great Northern and Strand Railway Company have by the Brompton and Piccadilly Circus Railway Act 1902 been transferred to and become vested in the Great Northern Piccadilly and Brompton Railway Company: 62 & 63 Vict. c. cciii. 2 Edw. 7. c. cclix.

And whereas it is expedient that the Company should have power to construct a subway to connect the said authorised railway where it will be under the said King's Cross Station with the existing subway leading from King's Cross Station to the Metropolitan Railway and that the Company and the Great Northern Piccadilly and Brompton Railway Company should be empowered to enter into and carry into effect agreements with respect thereto and that the Company should be empowered to grant a lease thereof to the Great Northern Piccadilly and Brompton Railway Company as hereinafter provided:

A.D. 1903.

And whereas it is expedient that the Company should be empowered to purchase certain lands in the metropolitan borough of Islington situate between the Caledonian Road and the Railway No. 2 authorised by the said Great Northern and Strand Railway Act 1899 and that powers should also be conferred upon the Company and the Great Northern Piccadilly and Brompton Railway Company to enter into and carry into effect agreements with respect to such lands:

62 & 63 Vict. c. cciii.

And whereas it is expedient that the Company should be empowered to construct an underground siding or sidings at Finsbury Park and to lease such siding or sidings to the Great Northern and City Railway Company and that the Company and the Great Northern and City Railway Company should be empowered to enter into and carry into effect agreements with respect thereto and with respect to certain lands at Queensland Road Islington as hereinafter set forth:

And whereas it is expedient that the Company should be empowered to purchase certain lands at Woodhall Spa in the parts of Lindsey in Lincolnshire hereinafter described adjoining the Kirkstead and Horncastle Railway and that the Company and the Horncastle Railway Company should be empowered to enter into and carry into effect agreements with respect thereto as hereinafter provided:

And whereas it is expedient that the powers of the Company for the construction and completion of the railways hereinafter described authorised by the Great Northern Railway Act 1898 and the Great Northern Railway Act 1899 and that the time limited for the compulsory purchase of land for certain purposes by the Great Northern Railway Act 1900 and by the Great Northern Railway Act 1897 as extended by the said Act of 1900 should be extended And the said last-mentioned Acts are hereinafter in this Act referred to as the Act of the year in which they were respectively passed:

61 & 62 Vict. c. clxv.
62 & 63 Vict. c. ccii.
63 & 64 Vict. c. cxxxix.
60 & 61 Vict. c. xl.

35 & 36 Vict. c. cxxviii.

And whereas by section 42 of the Great Northern Railway (Various Powers) Act 1872 it was provided that a fund might be established for the payment of superannuation and other retiring allowances to the officers and servants of the Company to be called "the superannuation fund" and that for the purposes of such fund certain directors and officers of the Company should constitute a committee for the purpose of preparing a scheme for the establishment of a fund for the payment of superannuation and other retiring allowances to the salaried officers and servants of the Company being contributors to such fund and it was also

provided by the said section that such committee might by a majority of its members determine in and by such scheme the matters and things referred to in the said section and amongst other matters and things the following (viz.):—

"The percentage of their salaries which the officers and servants of the Company shall contribute to the fund not exceeding the rate of two pounds and ten shillings for each one hundred pounds of their respective salaries:"

And whereas the said scheme was prepared and superannuation fund established and the said fund is now in operation:

And whereas it is found that the hereinbefore recited provisions limiting in manner aforesaid the percentage of their salaries which the officers and servants of the Company shall contribute do not operate equitably in cases where the officers and servants joining the fund are above a certain age and it is expedient that the said provisions should be amended as hereinafter set forth:

And whereas it is expedient that the other provisions hereinafter contained should be made:

And whereas plans and sections showing the lines and levels of the railways and works authorised by this Act and the lands to be taken for the purposes thereof and plans of the additional lands authorised to be taken under the powers of this Act and also books of reference containing the names of the owners and lessees or reputed owners and lessees and of the occupiers of all such lands so far as those documents relate to lands in each county or division hereinafter mentioned were duly deposited with the clerks of the peace for the west riding of Yorkshire and for the counties of Derby Hertford Leicester London Middlesex Northampton Nottingham and Stafford and for the parts of Holland and the parts of Lindsey in Lincolnshire and the said documents are hereinafter respectively referred to as the deposited plans sections and books of reference:

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

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

1. This Act may be cited as the Great Northern Railway Act 1903. Short title.

A.D. 1903.

Incorporation of general Acts.

2. The following Acts and parts of Acts are (except where the same are expressly varied by or are inconsistent with the provisions of this Act) incorporated with and form part of this Act (namely):—

The Lands Clauses Acts;

The Railways Clauses Consolidation Act 1845; and

Part I. (Construction of a railway) and Part II. (Extension of time) of the Railways Clauses Act 1863.

Interpretation.

3. In this Act the several words and expressions to which meanings are assigned by the Acts wholly or partly incorporated herewith have the same respective meanings unless there be something in the subject or context repugnant to such construction:

The expression "the railways" means the new railways and sidings by this Act authorised;

"Parish clerks" and "clerks of the several parishes" in sections 7 8 and 9 of the Railways Clauses Consolidation Act 1845 shall as regards the administrative county of London mean the town clerks of the metropolitan boroughs and the town clerk of the city of London.

Power to make railways &c.

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

The railways and works hereinbefore referred to and authorised by this Act are—

Railway at Pinxton.

A Railway (No. 1) (six furlongs 7·80 chains or thereabouts in length) commencing in the parish of Selston in the rural district of Basford in Nottinghamshire by a junction with the Pinxton branch railway of the Company at their Pinxton Wharf Station and terminating in the parish of Pinxton in the rural district of Blackwell in Derbyshire by a junction with the Langton Colliery Tramway near Beaufit Lane.

Railway at Doncaster.

A Railway (No. 3) (four furlongs 3·70 chains or thereabouts in length) wholly in the west riding of Yorkshire

commencing in the township of Loversall in the rural district of Doncaster to form a junction with Railway No. 8 authorised by the North Eastern Railway Act 1902 as intended to be constructed and terminating in the township and borough of Doncaster near the Childer's Drain Signal Box.

SIDINGS AT FINSBURY PARK.

A siding or sidings (one furlong 7·98 chains in length) at Finsbury Park wholly underground commencing in the parish and metropolitan borough of Islington in the county of London by a junction with the railway authorised by the Great Northern Railway (No. 2) Act 1902 at or near the south-west side of Stroud Green Road and terminating in the parish and urban district of Hornsey in the county of Middlesex near the bridge carrying the up High Barnet line of the Company over their main lines.

Owners may be required to sell parts only of certain lands and buildings.

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

(1) The owner of and persons interested in any of the properties whereof the whole or part is described in the Schedule to this Act and whereof a portion only is required for the purposes of the Company or each or any of them are hereinafter included in the term "the owner" and the said properties are hereinafter referred to as "the scheduled properties":

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

A.D. 1903.

(3) If within such twenty-one days the owner shall by notice in writing to the Company allege that such portion cannot be so severed the jury arbitrators or other authority to whom the question of disputed compensation shall be submitted (hereinafter referred to as "the tribunal") shall in addition to the other questions required to be determined by it determine whether the portion of the scheduled property specified in the notice to treat can be severed from the remainder without material detriment thereto and if not whether any and what other portion less than the whole (but not exceeding the portion over which the Company have compulsory powers of purchase) can be so severed:

(4) If the tribunal determine that the portion of the scheduled property specified in the notice to treat or any such other portion as aforesaid can be severed from the remainder without material detriment thereto the owner may be required to sell and convey to the Company the portion which the tribunal shall have determined to be so severable without the Company being obliged or compellable to purchase the whole the Company paying such sum for the portion taken by them including compensation for any damage sustained by the owner by severance or otherwise as shall be awarded by the tribunal:

(5) If the tribunal determine that the portion of the scheduled property specified in the notice to treat can notwithstanding the allegation of the owner be severed from the remainder without material detriment thereto the tribunal may in its absolute discretion determine and order that the costs charges and expenses incurred by the owner incident to the arbitration or inquiry shall be borne and paid by the owner:

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

(7) If the tribunal determine that the portion of the scheduled property specified in the notice to treat cannot be severed from the remainder without material detriment thereto but that any such other portion as aforesaid can be so severed

the Company in case they shall not withdraw the notice to treat shall pay to the owner all costs charges and expenses reasonably and properly incurred by him in consequence of such notice or such portion thereof as the tribunal shall having regard to the circumstances of the case and their final determination think fit.

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

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

Protection of gas and water mains of local authorities.

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

Tolls &c. on railways &c.

7. The railways and the works connected therewith respectively executed under the powers of this Act shall for the purposes of tolls rates and charges and all other purposes whatsoever form part of the undertaking of the Company.

Period for completion of railways.

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

Penalty unless railways are opened within time limited.

9. If the Company fail within the period limited by this Act to complete the railways by this Act authorised the Company shall be liable to a penalty of fifty pounds a day for every day after the expiration of the period so limited until the railway in the completion of which default is made is completed and opened for the public conveyance of passengers or until the sum received in respect of such penalty shall amount to five per centum on

A.D. 1903.

the estimated cost of such railway And the said penalty may be applied for by any landowner or other person claiming to be compensated or interested in accordance with the provisions of the next following section of this Act and in the same manner as the penalty provided in section 3 of the Railway and Canal Traffic Act 1854 And every sum of money recovered by way of such penalty as aforesaid shall be paid under the warrant or order of such court or judge as is specified in that section to an account opened or to be opened in the name of the Paymaster-General for and on behalf of the supreme court in the bank and to the credit specified in such warrant or order and shall not be paid thereout except as hereinafter provided But no penalty shall accrue in respect of any time during which it shall appear by a certificate to be obtained from the Board of Trade that the Company were prevented from completing or opening such new railway by unforeseen accident or circumstances beyond their control Provided that the want of sufficient funds shall not be held to be a circumstance beyond their control.

Application of penalty.

10. Every sum of money so recovered by way of penalty as aforesaid shall be applicable and after due notice in the London Gazette shall be applied towards compensating any landowners or other persons whose property has been interfered with or otherwise rendered less valuable by the commencement construction or abandonment of the railways by this Act authorised or any portion thereof respectively or who have been subjected to injury or loss in consequence of the compulsory powers of taking property conferred upon the Company by this Act for the purposes of such railways and for which injury or loss no compensation or inadequate compensation shall have been paid and shall be distributed in satisfaction of such compensation as aforesaid in such manner and in such proportions as to the High Court may seem fit And if no such compensation is payable or if a portion of the sum or sums of money so recovered by way of penalty as aforesaid shall have been found sufficient to satisfy all just claims in respect of such compensation then the said sum or sums of money recovered by way of penalty or such portion thereof as may not be required as aforesaid shall if a receiver has been appointed or the Company is insolvent or the railways or railway in respect of which the penalty shall have been incurred or any part thereof have or has been abandoned be paid to such receiver or be applied in the discretion of the court as part of the assets of the Company for the benefit of the creditors thereof and subject to such application shall be repaid to the Company.

A.D. 1903.

Further works by Company.

11. Subject to the provisions of this Act the Company may make and maintain in the lines and according to the levels shown on the deposited plans and sections the works hereinafter described and may for the purposes aforesaid make such alterations in the levels of the streets roads and footpaths affected thereby as are shown upon the deposited plans and sections and may enter upon take and use such of the lands delineated on the deposited plans and described in the deposited books of reference as may be required for that purpose or as are described in this section.

Works at Stevenage.

The Company may construct the following works and exercise the following powers in the parish and urban district of Stevenage in Hertfordshire (viz.) :—

(A) Construct the following new road (viz.) :—

A new road commencing in the road from Stevenage to Broomin Green known as Water Lane at a point therein about two hundred and seventy-five yards west of the level crossing of the railway of the Company in Water Lane and terminating in the road from Stevenage to Symonds Green known as Brick Lane at a point therein about one hundred and ninety yards west of the level crossing of the railway of the Company in Brick Lane :

(B) Abolish the level crossings of the railway of the Company next hereinafter described (viz.) :—

(*a*) The level crossing of the occupation road about two hundred yards north of the bridge carrying the public road from Stevenage to Norton Green over the said railway ;

(*b*) The level crossings of the said public roads known as Water Lane and Brick Lane ;

(*c*) The level crossings of the occupation roads one hundred and ninety yards south and three hundred and fifteen yards north of the Brick Lane level crossing :

(C) Remove the footbridges next hereinafter described crossing over the railway of the Company (viz.) :—

(1) The footbridge on the southern side of and immediately adjacent to the said Water Lane level crossing ;

(2) The footbridge on the northern side of and immediately adjacent to the said Brick Lane level crossing ;

A.D. 1903.

(3) The footbridge about halfway between Water Lane and Brick Lane level crossings;

(4) The footbridge at the said occupation level crossing three hundred and fifteen yards north of the Brick Lane level crossing:

(d) Purchase a strip of land situate on the western side of and adjoining the main line of the Company between the Water Lane crossing and a point about two hundred and thirty yards north of the said Brick Lane crossing.

Works at Boston.

The Company may construct the following works and exercise the following powers in the parish and borough of Boston in the parts of Holland in Lincolnshire (viz.):—

(a) They may make a new road between Frampton Place and Broadfield Lane commencing at the southern end of Frampton Place and terminating by a junction with Broadfield Lane near the Company's sidings:

(b) They may abolish the level crossing of the Company's railway by Broadfield Street or Broadfield Lane:

(c) They may construct a subway for foot passengers under the railway of the Company at West Street level crossing on the southern side of the said crossing commencing in and out of West Street on the eastern side of the said railway and terminating in Sleaford Road otherwise West Street Road on the western side of the said railway:

(d) They may close and discontinue the gates for foot passengers at the level crossing of the Company's Railway in the said West Street or Sleaford Road:

(e) They may purchase certain lands known as Locomotive Street and lands abutting thereon which lands are bounded on the south-east and east by the Sleaford and Boston Railway of the Company and on the north and in part on the west by the locomotive yard and sidings of the Company:

(f) They may stop up Locomotive Street and abolish the level crossing of the Company's railway by the said Locomotive Street or Duke Street and remove or stop up the footbridge over their railway leading from Locomotive Street to Duke Street:

(g) They may purchase certain other lands in the said parish and borough being the lands and property numbered on the deposited plans 37 38 and 39 in the parish of Boston:

A.D. 1903.

Provided that the Company shall not stop up the said level crossing at Broadfield Street or Broadfield Lane or discontinue the gates for foot passengers at the said level crossing at West Street or Sleaford Road until they shall have completed the new road between Frampton Place and Broadfield Lane and the subway at West Street or Sleaford Road hereinbefore described:

Provided also that the Company shall not stop up Locomotive Street hereinbefore described or the said level crossing by Locomotive Street or Duke Street or the said footbridge leading from Locomotive Street to Duke Street until they shall have acquired Locomotive Street and the said lands abutting thereon.

For protection of urban district council of Stevenage.

12. For the protection of the urban district council of Stevenage (hereinafter in this section called "the council") the following provisions shall unless otherwise agreed between the council and the Company apply and have effect in the execution of the works at Stevenage by this Act authorised:—

(1)—(A) The Company shall at their own cost purchase sufficient land for the construction of the new road at Stevenage by this Act authorised of a width of thirty-six feet throughout its whole length;

(B) As soon as the Company shall have purchased the said land they shall forthwith dedicate the same to the public and shall pay to the council the sum of one thousand two hundred pounds being the agreed cost of constructing the said road to a width of twenty-five feet;

(C) In consideration of the said payment and dedication and so soon as the said payment shall have been made the council shall construct and maintain the said road to the width of not less than twenty-five feet throughout its whole length and the said payment and dedication shall discharge the Company from all obligation with reference to the said road:

(2) The Company shall in their next application to Parliament apply at their own cost for powers—

(A) To construct in the position shown by the colour yellow on and in accordance with a plan which has been signed by Henry Kimber the Chairman of the Select Committee of the House of Commons to whom the Bill for this Act was referred a public road with a footpath on one side thereof with all proper kerbing and channelling and a bridge to carry such road over the Company's railway and all proper fences of the usual description The said road including the said

A.D. 1903.

footpath to be twenty-five feet in width throughout its whole length except that where it crosses the said bridge it shall be twenty-eight feet in width;

(B) To widen the occupation bridge near the White Lion public-house to a width of twenty-eight feet between the parapets and to construct in the position shown by the colour blue on and in accordance with the said plan a public road with a footpath on each side thereof and all necessary kerbing and channelling and all proper fences of the usual description The said road including the said footpaths to be thirty-six feet in width throughout its whole length except that where it crosses the said bridge it shall be twenty-eight feet in width;

(C) To remove the footbridge near Orchard Court as soon as the said widened bridge and road mentioned in the last subsection are completed;

(D) To close the footpaths marked with dotted red lines on the plan mentioned in (A) of this subsection:

The council shall assent to and support the said application to Parliament and the Company shall be at liberty to withdraw their application so far as it relates to the removal of the said footbridge near Orchard Court and the closing of the said footpaths marked with dotted red lines on the said plan if their application so far as it relates to the matters aforesaid is opposed in Parliament:

(3)—(A) The new roads mentioned in subsections 2A and 2B of this section (but not the structure of the said bridges) shall from the completion thereof respectively be maintainable and repairable by the council;

(B) The certificate of the county surveyor or of a surveyor appointed by the Board of Trade on the application of either party after notice to the other of the due completion of either of the last-mentioned roads shall be conclusive evidence of the due completion thereof:

(4)—(A) The Company shall free of cost to the council dedicate to the public so much of their land as may be necessary for widening the road coloured brown on the said plan to a width of thirty-six feet throughout the length of the Company's property and shall pay to the council the sum of four hundred pounds being the agreed contribution of the Company towards the cost of constructing the said road;

(B) In consideration of the said payment the council shall make up the said road or cause the same to be made up to a width of thirty-six feet throughout the length aforesaid and the said payment shall discharge the Company from all obligation with reference to the construction or maintenance of the said road:

(5) The Company shall not in the parish and urban district of Stevenage abolish the level crossings or remove the foot-bridges which they are by this Act authorised to abolish and remove respectively until they shall have tendered to the council the said sums and completed the new roads mentioned in subsection (2) hereof.

As to new road at Boston.

13. The new road between Frampton Place and Broadfield Lane by this Act authorised including a ditch or channel for the surface drainage of the same shall be made up and completed to the reasonable satisfaction of the surveyor of the mayor aldermen and burgesses of the borough of Boston or in case of difference between him and the engineer of the Company to the satisfaction of a surveyor to be appointed by the President of the Surveyors' Institution on the application of either party after notice to the other and when completed shall be maintained and repaired by the said mayor aldermen and burgesses.

Extinguishing certain rights of way over railways.

14. As from the stopping up of the said level crossings bridges and footpaths in accordance with this Act all public rights of way over the same respectively shall be and the same are hereby extinguished and the site and soil of the said level crossings and footpaths shall vest in the Company so far as not already vested in them and when the Company have purchased and acquired the lands known as Locomotive Street and lands abutting thereon hereinbefore described all public rights of way in and over Locomotive Street shall be and the same are hereby extinguished and the site and soil thereof shall vest in the Company.

Construction of subway at King's Cross.

15. Subject to the provisions of this Act the Company may make and maintain a subway for foot passengers at King's Cross in the parish and metropolitan borough of St. Pancras in the county of London in the line and according to the levels shown on the deposited plans and sections And in constructing the said subway the Company may deviate from the centre line shown on the deposited plans to the extent of the limits of deviation shown on the said plans and may deviate from the levels shown on the deposited sections to any extent not exceeding five feet.

A.D. 1903.

Power to deviate in construction of roads and footpaths.

16. The Company in constructing the works under the powers of the section of this Act the marginal note whereof is "Further works by Company" may deviate from the centre lines shown on the deposited plans to the extent of the limits of deviation marked on such plans respectively but so nevertheless that no part of such deviation be constructed beyond the said limits and may deviate from the levels shown on the deposited sections to any extent not exceeding two feet.

Substituted roads to be repaired &c. as existing roads &c.

17.—(1) The new roads constructed under the powers of the section of this Act the marginal note whereof is "Further works by Company" shall vest in and be maintained and repaired by the body liable to maintain and repair the existing roads for which such new roads are respectively substituted.

(2) Provided that unless otherwise agreed the structure of every bridge shall be repaired and maintained by the Company The Company and such body may enter into and fulfil agreements for and in relation to such construction and for or in relation to the repair and maintenance of any such new road.

(3) Any such agreements shall be deemed to be purposes of the public Acts under which such body have jurisdiction and any expenses incurred in relation to such agreements shall be deemed to be expenses incurred for the purposes of those Acts.

(4) The certificate of two justices of the due completion of any such new road shall be conclusive evidence of the fact so certified and such certificate shall be obtained and the new road opened to the public before the existing road or footpath is interfered with except in so far as may be necessary for the construction and completion of such new road.

Company not liable to repair surface of road gradient of which is not increased.

18. Notwithstanding anything contained in section 46 of the Railways Clauses Consolidation Act 1845 the Company shall not be liable to maintain the surface of any road or public highway which shall be carried over any railway by this Act authorised by a bridge or bridges unless the levels of such road or public highway shall be permanently altered so as to increase the gradient of any part thereof.

Power to Company to purchase additional lands.

19. Subject to the provisions of this Act the Company in addition to the other lands which they are by this Act authorised to acquire may enter upon and take compulsorily or by agreement for the purposes of the railways and works by this Act authorised and for all other purposes of their undertaking the lands hereinafter described which are delineated upon the deposited plans and described in the deposited books of reference and may hold for

all the purposes of their undertaking such of those lands as have already been purchased by or on behalf of the Company (that is to say):—

In the County of London.

City of London (Minories)—Certain lands and premises situate in the parish of St. Botolph Without Aldgate in the city of London bounded on the south by Royal Mint Street on the west by the houses known as Nos. 81 and 82 the Minories and The Crown and Shears public-house and on the north and east by land belonging or reputed to belong to the Company:

Islington (Caledonian Road)—A triangular piece of land in the parish and metropolitan borough of Islington in the county of London situate between the Caledonian Road and the Great Northern Railway at the southern end of the bridge carrying the said road over the said railway:

(Queensland Road)—Certain lands and property being the houses numbered 89 and 91 in Queensland Road in the said parish and metropolitan borough of Islington.

In the County of Nottingham.

Balderton—Two strips of land in the parish of Balderton in the rural district of Newark in the county of Nottingham situate on both sides of and adjoining the main line of railway of the Company extending from a point seven chains or thereabouts northward of the mile post denoting one hundred and seventeen and a half miles from London to the bridge carrying Coddington Road over the railway:

Another strip of land in the said parish of Balderton situate on the south-west side of and adjoining the said main line and extending along the said main line for a distance of three chains or thereabouts northward of the said Coddington Road:

Two other strips of land in the said parish of Balderton situate on both sides of and adjoining the said main line and extending northwards from a point on the said main line about two hundred and fifty yards north-west of the one hundred and eighteenth mile post to a point twenty-four chains or thereabouts northward of the crossing of the said railway by Bullpit Lane.

A.D. 1903.

In the Parts of Lindsey in Lincolnshire.

Woodhall Spa—Lands in the parish and urban district of Woodhall Spa in the parts of Lindsey in Lincolnshire situate on the south-eastern side of and adjoining the Kirkstead and Horncastle Railway at the southern end of the goods yard at Woodhall Spa Station.

In the County of Stafford.

Stowe—A strip of land in the parish of Stowe in the rural district of Stafford in the county of Stafford situate on the northern side of and adjoining the Stafford and Uttoxeter railway of the Company at Grindley Station.

In the Soke of Peterborough.

Peterborough—Certain lands and premises known as Ashwell Cottages in the parish of Peterborough Within and borough of Peterborough in the soke of Peterborough situate between the western side of Walpole Street and property of the Company.

In the County of Leicester.

Scraptoft—A strip of land in the parish of Scraptoft in the rural district of Billesdon in the county of Leicester situate on the western side of and adjoining the Leicester branch railway of the Company between Thurnby Tunnel and the mile post denoting five-and-a-half miles from Marefield North Junction:

Thurnby—Two strips of land in the township of Thurnby in the said rural district of Billesdon situate on both sides of and adjoining the said branch railway between the mile posts denoting seven and seven-and-a-quarter miles from the said junction:

A triangular piece of land in the said township of Thurnby situate on the southern side of and adjoining the said branch railway about one hundred and twenty-five yards west of the said seven-and-a-quarter mile post.

As to vesting of site and soil of portions of roads and footpaths stopped up.

20. The site and soil of the roads and footpaths by this Act authorised to be stopped up and discontinued and the fee simple and inheritance thereof shall (subject to the acquisition by the Company of any existing private rights of way thereover) if the Company are or if and when under the powers of this Act or of any other Act already passed they become the owners of the lands on

both sides thereof be from the time of the stopping up thereof absolutely vested in the Company subject to the provisions of the Railways Clauses Consolidation Act 1845 with respect to mines lying under or near to the railway.

Lands for extraordinary purposes.

21. The quantity of land to be taken by the Company under the powers of this Act by agreement for the extraordinary purposes of their undertaking mentioned in the Railways Clauses Consolidation Act 1845 shall not exceed fifty acres but nothing in that Act or in this Act shall exempt the Company from any indictment action or other proceeding for nuisance in the event of any nuisance being caused or permitted by them upon any land so taken.

Power to take easements &c. by agreement.

22. Persons empowered by the Lands Clauses Acts to sell and convey or release lands may if they think fit subject to the provisions of those Acts and of this Act grant to the Company any easement right or privilege (not being an easement right or privilege of water in which persons other than the grantors have an interest) required for the purposes of this Act in over or affecting any such lands and the provisions of the said Acts with respect to lands and rentcharges so far as the same are applicable in this behalf shall extend and apply to such grants and to such easements rights and privileges as aforesaid respectively.

Period for compulsory purchase of lands.

23. The powers for the compulsory purchase of lands for the purposes of this Act shall cease after the expiration of three years from the passing of this Act.

Extending time for sale of certain superfluous lands.

24. The Company with respect to lands acquired by them alone and the Company and any other company with whom the Company jointly hold any lands under the powers of any Act relating to the undertaking of the Company or of such other company with respect to such last-mentioned lands may notwithstanding anything to the contrary in the Lands Clauses Consolidation Act 1845 or in any Act relating to the Company or to such other company with which that Act is incorporated retain and hold any lands acquired by them respectively and which have not yet been applied to the purposes for which they were acquired or sold or disposed of for the periods following (that is to say) As regards such of the lands as are situate near to or adjoining any railway or station of the Company or of such other company as the case may be or as they respectively may be of opinion that they may require for the purposes of stations sidings or other conveniences for the period of ten years from the passing of this

A.D. 1903.

Act and as regards the other of the said lands for the period of two years from the passing of this Act:

But the Company or such other company as the case may be shall at the expiration of such respective periods of ten years and two years proceed bonâ fide to the sale and disposal of all such parts of those lands respectively as shall not then have been applied to or are not then required for the purposes aforesaid.

Restrictions on displacing persons of labouring class.

25.—(1) The Company shall not under the powers of this Act or of any former Act extended by this Act purchase or acquire in any metropolitan borough or in the city of London (in this section referred to as "London") twenty or more houses or sites of houses or in any other borough or other urban district and elsewhere than in any borough or urban district in any parish ten or more houses which on the fifteenth day of December next before the passing of this Act or of the respective Act by which such purchase or acquisition was originally authorised as the case may be were or have been since that day or shall hereafter be occupied either wholly or partially by persons belonging to the labouring class as tenants or lodgers unless and until the Company—

(A) Shall have obtained the approval in the case of London of the Secretary of State for the Home Department or in any other case of the Local Government Board to a scheme for providing new dwellings for such number of persons as were residing in such houses on the respective fifteenth day of December aforesaid or for such number of persons as the said Secretary of State or the Local Government Board (as the case may be) shall after inquiry deem necessary having regard to the number of persons on or after that date residing in such houses and working within one mile therefrom and to the amount of vacant suitable accommodation in the immediate neighbourhood of such houses or to the place of employment of such persons and to all the circumstances of the case; and

(B) Shall have given security to the satisfaction of the said Secretary of State or the Local Government Board (as the case may be) for the carrying out of the scheme.

(2) Subsections (2) to (12) both inclusive of section 21 (As to taking houses of labouring class) of the Great Northern Railway Act 1902 shall be deemed to be incorporated in and form part of this section and shall apply and have effect accordingly.

(3) Any houses or sites of houses purchased or acquired by the Company for or in connection with any of the purposes of this

Act or of any other Act the powers of which are extended by this Act whether purchased or acquired in exercise of the powers conferred by this Act or otherwise and whether before or after the passing of this Act which may have been occupied by persons of the labouring class within five years before the passing of this Act (or of such other Act as the case may be) and for which houses no substitutes have been or are directed to be provided by any scheme approved by the said Secretary of State or the Local Government Board (as the case may be) under the powers of any previous Act relating to the Company shall for the purposes of this section be deemed to have been acquired under the powers of this Act and to have been occupied on the fifteenth day of December last by the same number of persons belonging to the labouring class as were occupying the said houses at the date of their acquisition Provided that if the said Secretary of State or the Local Government Board (as the case may be) is unable to ascertain the number of such persons who were then occupying the said houses the said houses shall be deemed to have been occupied by such number of such persons as in the opinion of the said Secretary of State or the Local Government Board (as the case may be) they might have been sufficient to accommodate.

(4) For the purposes of this section—

The expression "house" means any house or part of a house occupied as a separate dwelling; and

The expression "labouring class" means mechanics artisans labourers and others working for wages hawkers costermongers persons not working for wages but working at some trade or handicraft without employing others except members of their own family and persons other than domestic servants whose income does not exceed an average of thirty shillings a week and the families of any of such persons who may be residing with them.

Agreements with Great Northern Piccadilly &c. Company.

26. The Company and the Great Northern Piccadilly and Brompton Railway Company may enter into and carry into effect agreements with respect to the construction ownership and use of the subway at King's Cross described in and authorised by this Act and the purchase acquisition and ownership or use of the lands at Caledonian Road in the metropolitan borough of Islington hereinbefore described and the Company may grant to the Great Northern Piccadilly and Brompton Railway Company a lease of the said subway and the said lands or any part thereof on terms to be agreed between them.

A.D. 1903.

Agreements with Great Northern and City Railway Company.

27. It shall be lawful for the Company to lease the siding or sidings at Finsbury Park by this Act authorised to the Great Northern and City Railway Company for the term and rent and upon and subject to the covenants and provisions contained in section 36 of the Great Northern Railway (No. 2) Act 1902 with reference to the railway and station thereby authorised to be leased to the said Great Northern and City Railway Company and the Company and the Great Northern and City Railway Company may enter into and carry into effect agreements with respect to the purchase acquisition ownership lease or use of the lands and premises at Queensland Road Islington described in this Act and which the Company are by this Act authorised to acquire.

Agreements with Horncastle Company as to lands at Woodhall Spa.

28. The Company and the Horncastle Railway Company may enter into and carry into effect agreements with respect to the sale lease or use of the lands at Woodhall Spa in the parts of Lindsey in Lincolnshire described in this Act and which the Company are authorised by this Act to acquire.

For protection of Midland Railway Company.

29. In the construction of Railway No. 1 by this Act authorised where the same will affect the railway or any part of the works or property (which railway works and property are hereinafter called "the railway") of the Midland Railway Company (hereinafter called "the Midland Company") the Company shall (except so far as it may be otherwise agreed between the Midland Company and the Company) be subject to the following conditions:—

(1) All works to be done by the Company in the exercise of the powers conferred by this Act in any way affecting the railway shall be executed under the superintendence (if the same be given) and to the reasonable satisfaction of the principal engineer for the time being of the Midland Company and according to plans and drawings to be previously submitted to and reasonably approved by him or in case of difference by an arbitrator appointed in pursuance of this section Provided that if for fourteen days after such plans and drawings shall have been submitted to the said engineer he shall fail to give notice to the Company of his objections thereto he shall be deemed to have approved thereof:

(2) The bridge carrying Railway No. 1 over the Pye Bridge and Mansfield Branch of the railway shall be constructed with a clear span of not less than fifty-eight feet measured on the square to the Midland Company's rails with a clear headway of fourteen feet six inches No portion of this

span shall be used for carrying Railway No. 1 over the River Erewash : A.D. 1903.

(3) If in the opinion of the Midland Company or in case of difference between them and the Company of an arbitrator to be appointed as hereinafter provided it shall be necessary in consequence of the execution of the works of the Company for the Midland Company to purchase or pay compensation for any minerals required to be left unworked for the protection and safety of any works constructed under the powers of this Act or for any additional minerals beyond those which but for this Act would have been required to be so left unworked then the Company shall on demand pay to the Midland Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation and the amount of such costs and expenses or as the case may be the amount of the additional cost and expenses shall in case of difference be determined by arbitration as hereinafter provided :

(4) If the Midland Company shall at any time hereafter be desirous for the purpose of forming branches or sidings to any existing or intended collieries works or manufactories of constructing bridges under or over the said railway by this Act authorised the Company shall afford to the Midland Company on terms to be agreed or failing agreement settled by arbitration as hereinafter provided all reasonable and proper facilities for the construction of such bridges according to plans to be agreed between the principal engineers of the two companies for the time being or in any case of difference to be determined by arbitration as hereinafter provided :

(5) Any works affecting the railway which the Company may execute under this section shall be so constructed and maintained as to cause no injury to the railway of the Midland Company or interruption to the passage or conduct of traffic over the railway and if in consequence of the execution of such works any injury be caused to the railway or any interruption be caused to the traffic the Company shall make full compensation to the Midland Company in respect of such injury or interruption the amount of such compensation unless agreed upon to be determined by arbitration :

(6) The Company shall bear and on demand pay to the Midland Company the reasonable expense of the employment

A.D. 1903.

by that company during the execution of any work affecting the railway of a sufficient number of inspectors watchmen and signalmen to be appointed by that company for watching and signalling the same with reference to and during the execution of any such work of the Company and for preventing as far as may be all interference obstruction danger and accident from any of the operations or from the acts or defaults of the Company or their contractors:

(7) The Company shall acquire only such an easement over the railway as may be reasonably necessary for constructing or maintaining the works of the Company by this Act authorised and shall pay to the Midland Company for such easement to be acquired by them such sum as may be agreed upon or failing agreement as shall be settled by arbitration in manner provided by the Lands Clauses Consolidation Act 1845:

(8) Any dispute or difference which may arise between the Midland Company and the Company with reference to the provisions of this section or as to any works to be carried out in pursuance thereof shall be settled by arbitration by an engineer or other fit person to be appointed (in default of agreement) by the Board of Trade on the application of the Midland Company or the Company and the provisions of the Arbitration Act 1889 shall apply to any such arbitration.

Powers to London and North Western Railway Company.

30. The London and North Western Railway Company may have and exercise over Railway No. 1 by this Act authorised the same powers and privileges as are conferred on that company by the 28th section of the Great Northern and London and North Western Railway Companies (Joint Powers and New Lines) Act 1874 with respect to the portions of the Great Northern Railway specified in the said section but subject to the terms conditions and restrictions contained in sections 29 30 31 32 33 and 34 of the same Act.

For protection of Dearne Valley Railway Company.

31. For the protection of the Dearne Valley Railway Company (in this section called "the Dearne Valley Company") the following provisions shall have effect (that is to say):—

(1) The Company shall carry Railway No. 3 by this Act authorised over Railway No. 6 authorised by the Dearne Valley Railway Act 1897 and the adjoining land belonging to the Dearne Valley Company by means of a girder viaduct consisting of three spans of thirty-nine feet each measured

on the square and with a clear headway throughout of not less than fifteen feet above the level of the rails of the Dearne Valley Railway as shown on the deposited plans and sections of that railway :

(2) The Company shall construct the portion of Railway No. 3 (including the viaduct referred to in the last preceding sub-section) where the same will be made over or will interfere with any land railway siding or other work belonging or leased to or worked by the Dearne Valley Company according to plans sections and specifications and of a quality and strength of material to be previously submitted to and approved in writing by the principal engineer of the Dearne Valley Company and the Company shall not commence the construction of the said portion of railway or enter upon or interfere with any lands works or property belonging to or used by the Dearne Valley Company until such plans sections and specifications have been so submitted and approved Provided always that if the said principal engineer shall for the period of one month neglect or refuse to approve such plans sections or specifications or shall disapprove the same or if the said principal engineer and the engineer of the Company fail to agree the said portion of railway and the said works shall be constructed according to plans sections and specifications to be submitted to and approved by an engineer to be agreed upon or in default of agreement to be appointed as hereinafter provided :

(3) The said portion of railway and all works necessary or incident to the construction thereof or affecting the property or works of the Dearne Valley Company shall be executed by and in all things at the expense of the Company and under the superintendence and to the reasonable satisfaction of the said principal engineer :

(4) The Company shall take all possible precautions in the execution of their works to prevent any interference with the free and uninterrupted transit in the ordinary manner and at the ordinary rate of speed of any locomotives carriages vans and other rolling stock belonging to the Dearne Valley Company :

(5) During the construction of the railway viaduct and works aforesaid over and adjoining and near to or affecting the railway property and works of the Dearne Valley Company the Company shall bear and on demand pay to the Dearne

A.D. 1903.

Valley Company all reasonable expense of the employment by them of a sufficient number of inspectors or watchmen to be appointed by that company for watching their railway property and works with reference to and during the execution of the intended works and for preventing so far as may be all interference obstruction danger and accident which may arise from any of the operations or from the acts or defaults of the Company or their contractors or any person or persons in their employ:

(6) The Company shall at all times maintain the said portion of railway and all the works connected therewith and incident thereto by which the railway shall be carried over or which shall adjoin the railway works and lands of the Dearne Valley Company in substantial repair and good order to the reasonable satisfaction in all respects of the said principal engineer and if and whenever the Company fail so to do the Dearne Valley Company may make and do in and upon as well the lands of the Company as their own lands all such works repairs and things as they may reasonably think requisite in that behalf and the sum from time to time certified by the said principal engineer to be the reasonable amount of such expenditure shall be repaid to the Dearne Valley Company by the Company:

(7) If by reason of the execution or failure of any of the works of the Company or any act or omission of the Company or of their contractors or of any person in the employment of the Company or of their contractors or otherwise any railway siding or other work belonging or leased to or worked by the Dearne Valley Company shall be injured or damaged such injury or damage shall be forthwith made good by the Company at their own expense or in the event of their failing so to do then the Dearne Valley Company may make good the same and the reasonable expenses thereof shall be repaid to the Dearne Valley Company by the Company on demand and the Company shall indemnify the Dearne Valley Company against all losses which the Dearne Valley Company may sustain and shall pay all costs charges and expenses which the Dearne Valley Company may be put to or incur by reason of the execution or failure of any of the works of the Company or any act or omission of the Company or their contractors or any person in the employment of the Company or their contractors or otherwise:

(8) If in the opinion of the Dearne Valley Company or (in case of difference between them and the Company) in the opinion of an arbitrator to be appointed as hereinafter provided it shall be necessary for the Dearne Valley Company to purchase or pay compensation for any minerals required to be left unworked (A) if such minerals are required to be so left for the protection and safety of any works constructed under the powers of this Act then the Company shall on demand pay to the Dearne Valley Company all costs and expenses incurred by them in relation to any such purchase or payment of compensation or (B) if such minerals are required to be so left for the protection and safety of the railway works or property of the Dearne Valley Company as well as of the said works to be constructed under the powers of this Act then the Company shall on demand pay to the Dearne Valley Company a fair proportion of the costs and expenses incurred by them in relation to any such purchase or payment of compensation and the proportion of such costs and expenses payable by the Company shall in case of difference be determined by arbitration as hereinafter provided:

(9) The Company shall not (except with the previous consent of the Dearne Valley Company under their common seal) purchase or acquire any of the lands or property of the Dearne Valley Company except that the Company may purchase and take and the Dearne Valley Company shall sell and grant accordingly an easement or right of using so much of the lands of the Dearne Valley Company as may be necessary for the construction of the railway in accordance with the provisions of this section:

(10) If any difference shall arise between the respective engineers of the Company and the Dearne Valley Company as to anything to be done or not to be done under the preceding provisions of this section every such difference shall be referred to and determined by an engineer to be agreed upon between such respective engineers or failing agreement to be appointed by the President of the Institution of Civil Engineers on the application of the Company or the Dearne Valley Company:

(11) The Company and the Dearne Valley Company may agree upon any variation or alteration in the works in this section provided for or in the manner in which the same shall be executed:

A.D. 1903.

(12) If the Dearne Valley Company shall fail to complete the railways authorised by the Dearne Valley Railway Act 1897 and the Dearne Valley Railway Act 1900 within the time prescribed by Parliament the Dearne Valley Company shall pay to the Company the additional expenditure entailed upon the Company in the construction of Railway No. 3 by the provisions of this section provided that nothing herein shall prejudice the right of the Dearne Valley Company to apply to Parliament for an extension of the said time or the right of the Company to oppose such application.

For protection of London County Council.

32.—(1) The provisions relating to the London County Council contained in the Great Northern Railway (No. 2) Act 1902 shall so far as applicable extend and apply to and in relation to the siding or sidings at Finsbury Park by this Act authorised and the lands and premises at Queensland Road Islington referred to respectively in the section of this Act the marginal note whereof is "Agreements with Great Northern and City Railway Company."

(2) The provisions relating to the London County Council contained in the Great Northern and Strand Railway Acts of 1899 and 1902 shall so far as applicable extend and apply to and in relation to the subway at King's Cross authorised by this Act and to the lands at Caledonian Road Islington referred to respectively in the section of this Act the marginal note whereof is "Agreements with Great Northern Piccadilly &c. Company."

For protection of borough council of Islington.

33.—(1) The provisions for the protection of the mayor aldermen and councillors of the metropolitan borough of Islington contained in section 29 of the Great Northern Railway (No. 2) Act 1902 except subsection 8 thereof shall so far as applicable apply to and in relation to the sidings at Finsbury Park by this Act authorised.

(2) The Company shall so construct the sidings under Stroud Green Road by this Act authorised that no part of any tunnel or work connected with such sidings shall be at a less depth than eighteen inches below the upper surface of the invert of the existing sewer in that road.

For protection of metropolitan borough of St. Pancras.

34. For the protection of the mayor aldermen and councillors of the metropolitan borough of St. Pancras (in this section called "the council") the following provisions shall unless with the consent in writing of the council apply and have effect in the construction of the subway at King's Cross by this Act authorised :—

(1) The Company shall not enter upon or enclose or open up any part of any roadway or footway until plans sections and

details of such subway shall have been approved by the council or in case of difference between the council and the Company by an arbitrator to be appointed as hereinafter provided Provided always that if the council shall for twenty-eight days after the submission of such plans sections and details fail to notify the Company of their approval or disapproval of the same they shall be deemed to have approved thereof :

(2) In carrying out their works the Company shall only enclose such portions of roadway or footway as may be reasonably directed or approved by the engineer to the council not exceeding in any case more than one third the width of the roadway at one time and during the progress of the works they shall to the reasonable satisfaction of the council's engineer make proper provision for avoiding as far as practicable interruption to the traffic along the road :

(3) The engineer to the council and his duly appointed assistants shall have access at all reasonable times to the works while in progress for the purpose of inspecting the same and the Company shall comply with all reasonable instructions of the engineer of the council to secure the construction of the works in accordance with the approved drawings :

(4) If by reason of the execution of the works or the failure of any such works or by any act or omission of the Company or of their contractors or otherwise any work or structure belonging to the council shall be injured or damaged such injury or damage shall be made good by the Company at their own expense or in the event of their failure so to do the council may make good the same and every expense occasioned thereby or incidental thereto including the cost of the superintendence thereof shall be paid by the Company on demand to the council :

(5) If any difference shall arise between the council and the Company touching this section or anything to be done or not to be done thereunder the same shall be referred to an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of corporation of London.

35. For the protection of the mayor aldermen and commons of the city of London (hereinafter called "the corporation") the following provisions shall have effect unless otherwise agreed in writing between the corporation and the Company with reference

A.D. 1903.

to the lands which may be acquired by the Company in the city of London under the powers of this Act:—

(1)—(A) If and whenever the Company acquire the land abutting upon the street known as Royal Mint Street and coloured red on the plan signed in triplicate by David James Ross on behalf of the corporation and by Alexander Ross on behalf of the Company and also by the Right Honourable the Earl of Morley the Chairman of Committees of the House of Lords (of which plan one copy has been deposited in the Office of the Clerk of the Parliaments) they shall throw such land into the said street for the widening thereof and if so requested convey the same to the corporation;

(B) Upon the throwing of the said land into the said street the corporation shall pay to the Company therefor the sum of four thousand pounds:

(2) The provisions for the protection of the corporation contained in subsections (2) to (7) inclusive of section 42 of the Great Northern Railway Act 1898 shall so far as applicable apply to the land which may be acquired by the Company in the city of London under the powers of this Act.

For protection of New River Company.

36. For the protection of the New River Company the following provisions shall (unless otherwise agreed between the New River Company and the Company) have effect in the construction of the subway at King's Cross by this Act authorised:—

(1) All works matters or things which under the provisions of this Act or the incorporated Acts the Company may be empowered or required to do or execute with reference to the mains pipes services and other works and apparatus belonging to the New River Company (which mains pipes services and other works and apparatus are hereinafter in this section referred to as and are included in the expression "water apparatus") shall be done and executed by and at the cost of the Company but to the reasonable satisfaction of and in such manner as shall be reasonably required by the engineer of the New River Company and such works matters or things shall not be commenced until after fourteen days' previous notice thereof in writing together with a plan and section of the proposed works shall have been given to the New River Company And if the New

A.D. 1903.

River Company signify their disapproval within fourteen days after delivery of the said plan and section as aforesaid the Company shall not commence nor execute any such works unless and until a plan and section thereof shall have been approved by an engineer to be appointed by the Board of Trade on the application of the Company The Company shall execute all such works as aforesaid in accordance with the plan and section as submitted to the New River Company or approved by the said engineer as the case may be:

(2) The Company shall pay to the New River Company the value of all such water apparatus belonging to and used by the New River Company for supplying water as the Company may take and the same shall thereupon become the property of the Company and the Company shall also pay to the New River Company their reasonable charges of removing or altering any of their other water apparatus in immediate communication with the water apparatus so taken as aforesaid and which in consequence of the works of the Company shall become useless or require to be altered:

(3) In the event of any injury to the water apparatus of the New River Company by reason of the works of the Company or by any act or default of the Company their agents or contractors whether the same shall happen during the construction or execution of the works or after the works shall have been completed or in the event of any loss to the New River Company from any interruption to their supply of water through any act or default of the Company their agents or contractors the Company shall be answerable and shall pay to the New River Company all damages and make good all loss arising therefrom and be liable at all times thereafter to make good at their own expense whatever injury may be done or caused to the water apparatus of the New River Company by the works of the Company Provided that the Company shall not be liable for any such damages loss or injury as aforesaid if the same be occasioned by reason of the execution or failure of any works or by reason of any act or omission which shall be executed or done or happen in accordance with any requirement of the New River Company.

If any difference shall arise between the Company and the New River Company touching this section or anything to be done or not to be done thereunder the same shall be determined by an engineer to be agreed on between the Company and the New River

A.D. 1903.

Company or by an engineer to be appointed by the Board of Trade on the application of either party after notice to the other.

For protection of Gas Light and Coke Company.

37. The provisions of section 30 of the Great Northern Railway (No. 2) Act 1902 shall extend and apply to and in relation to the works by this Act authorised in as full and complete a manner as if the same were re-enacted in this Act.

Extension of time for completion of works (loop line Enfield to Stevenage and railways at Finsbury Park).

38. The powers of the Company for the construction and completion of the following railways or portions of railway (viz.):—

Railway No. 1 and Railway No. 2 (loop line Enfield to Stevenage) authorised by the Act of 1898 (except the portions of those railways which the Company were authorised to abandon under the provisions of the Act of 1899;

Railway No. 5 and Railway No. 6 (loop line Enfield to Stevenage) authorised by the Act of 1898 and the Act of 1899;

Deviation Railways numbers 1 2 3 and 4 (loop line Enfield to Stevenage) authorised by the Act of 1899;

Railway No. 7 and Railway No. 8 (railways at Finsbury Park) authorised by the Act of 1898;

are hereby extended and may be exercised until the twenty-fifth day of July one thousand nine hundred and six and sections 12 13 and 14 of the Act of 1898 and sections 10 11 and 12 of the Act of 1899 respectively shall extend and apply mutatis mutandis to and in relation to the completion of the said railways and deviation railways respectively and the opening thereof for public traffic.

Extension of time for compulsory purchase of certain lands under Act of 1900.

39. The time limited by the Act of 1900—

For the compulsory purchase of lands for the following purposes respectively authorised by that Act (viz.):—

Railway No. 1 (railway at New England);

Railways numbers 2 3 4 and 5 (railways at Grantham);

Diversion of footpath at Wood Green; and

For the compulsory purchase of additional lands referred to in the Act of 1900 under the following headings:—

In the county of Middlesex—Wood Green East Finchley Palmer's Green to Winchmore Hill;

In the soke of Peterborough—New England;

In the parts of Kesteven in Lincolnshire—Bourn;

In the county of Nottingham — Colwick Basford Nottingham;

In the west riding of Yorkshire—Doncaster Morley Hunslet Bradford and Clayton;

is hereby extended until the thirtieth day of July one thousand nine hundred and six except as regards the land in the parish and urban district of Southgate numbered 1 on the deposited plans referred to in the Act of 1900 but the powers of the Company for the compulsory purchase of the said lands shall then cease and section 29 of the Act of 1900 shall be read and have effect accordingly.

Further extension of time for compulsory purchase of certain lands under Act of 1897.

40. The time limited by section 37 of the Act of 1897 (as extended by section 31 of the Act of 1900) for the compulsory purchase of lands described in section 30 of the Great Northern Railway Act 1897 under the following headings:—

In the county of Nottingham—Sutton;

In the west riding of Yorkshire—Wrenthorpe Lofthouse;

is hereby further extended until the third day of June one thousand nine hundred and six but the powers of the Company for the compulsory purchase of the said lands shall cease after that date and the said sections 37 of the Act of 1897 and 31 of the Act of 1900 shall be read and construed accordingly.

Company may apply their funds towards purposes of Act.

41. The Company may apply to the purposes of this Act to which capital is properly applicable any of the moneys which they are already or which by virtue of any Act to be passed during the present session of Parliament they may be authorised to raise and which may not be required by them for the purposes for which the same were authorised to be raised.

Amendment of section 42 of Company's Act of 1872 as to contributions to superannuation fund.

42. From and after the passing of this Act the limit imposed by Section 42 of the Great Northern Railway (Various Powers) Act 1872 to the percentage of their salaries which the officers and servants of the Company shall contribute to the Great Northern Railway superannuation fund shall not apply to those officers and servants who shall have attained the age of twenty-five years at the date of joining the said fund and in addition to the percentage of two-and-a-half per cent. on the said salaries by the said section authorised such officers and servants who at the date of joining the said fund shall be more than twenty-five and less than forty years of age shall contribute annually to the fund one-tenth per cent. of their salaries for every year by which their age exceeds twenty-five years at the date of joining the said fund and Section 43 of the said Act of 1872 shall be read and have effect accordingly.

Provision as to general Railway Acts.

43. Nothing in this Act contained shall exempt the Company or the railways of the Company from the provisions of any general Act relating to railways or the better and more impartial audit of

A.D. 1903.

the accounts of railway companies passed before or after the commencement of this Act or from any future revision or alteration under the authority of Parliament of the maximum rates of fares and charges or of the rates for small parcels.

Costs of Act.

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

SCHEDULE referred to in the foregoing Act.

Describing Properties of which portions only may be taken.

Parish.	Numbers on deposited Plans.
Balderton - - - - -	11.
Woodhall Spa - - - - -	5.

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